



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
July 7, 2025

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Trinity Lutheran**
- 4. Roll Call**
- 5. Recommendations by Mayor Hanson to Reappoint Department Heads from July 2025-July 2028**

Michelle Bathke-Finance Officer
Justin Johnson-City Attorney
Liz Kitchens-Human Resources
Dean Knippling-Chief of Police
Kevin Nelson-Parks & Recreation Director
Jessica Pickett-Community Services Director
Dan Pollreisz-Chief of Fire/EMS
Joe Schroeder-Public Works Director
Dave Sietsema-Corn Palace Director

- 6. Election of Officers**
 - A. President of City Council
 - B. Vice-President of City Council

- 7. Mayor Hanson Recommendation of City Council Assignments**

Chamber of Commerce Liaison - Jeff Smith
Community Services Board Liaison - John Doescher
Corn Palace Board Member - Tim Goldammer
Golf Board Ex Officio - Dan Sabers
Housing & Redevelopment Commission Liaison - John Doescher
Library Board Member - Susan Tjarks
Mitchell Area Development Corporation Liaison - Mike Bathke
Mitchell Main Street & Beyond Liaison - Susan Tjarks
Parks & Recreation Board Liaison - Dan Sabers
Planning Commission Liaison - John Doescher
Sports & Events Authority Committee Member - Kevin McCardle

- 8. Approval Of Consent Agenda Items**

Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.

 - A. City Council Minutes**

- B. Committee Reports**
- C. Automatic Supplements**
 - EMS in the amount of \$189,561.14 from grant funds
 - Parks Sport Complex in the amount of \$7,160 from donation of funds
- D. Raffle Permits**
- E. Volunteer Board Appointments:**
 - Reappoint Jay Larson to the Community Services Board (Nutrition) for a term to run from July 2025- June 2028.
 - Reappoint Wendy Linke to the Community Services Board (MVP) for a term to run from July 2025-June 2028.
 - Reappoint Al Jacklin to the Community Services Board (JVCC) for a term to run from July 2025- June 2028.
 - Reappoint Kristi Bitterman to the Community Services Board (Transit) for a term to run from July 2025- June 2028.
- F. Special Event Permit Application Palace City Kiwanis Half Marathon, 10K, & 5K on October 5, 2025**
 - Street Closure (\$100 Fee)
 - Noise Permit (\$0 Fee)
- G. Declare Suprlus Property-1st Avenue**
- H. Set Bid Opening Date 10:00 AM, July 15, 2025 for Street Sweeper Project #2025-38**
- I. Change Order #2-Final to First Rate Excavating, Inc. for South Wastewater Treatment Plant Phase II -Schedule B Project #2022-01**
- J. Change Order #1 to Schoenfelder Construction, Inc. for 2nd & 4th & Main Streetscape Improvements Project #2023-10**
- K. Set Date of July 21, 2025 for Hearing and Action on the following Alcohol License Applications**
 - a. Wolfgang Dallmann dba LUPO, 108 North Main Street for a new Retail (on-off sale) Wine and Cider License (Video lottery is not included)**
 - b. Wolfgang Dallmann dba LUPO, 108 North Main Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)**
 - c. On the application to transfer RB-26966 Retail (On-Off) Sale Malt Beverage & SD Farm Wine from Lucky Clovers LLC dba Lucky Clovers, 909 North Main St to Lucky Clovers LLC dba Lucky Clovers, 605 South Sanborn Blvd (Video Lottery is included)**
 - d. On the application to transfer RB-26967 Retail (On-Off) Sale Malt Beverage & SD Farm Wine from Lucky Clovers LLC dba Lucky Clovers, 909 North Main St to Lucky Clovers LLC dba Lucky Clovers, 605 South Sanborn Blvd (Video Lottery is included)**

- L. **Authorization to Apply for the T-Mobile Hometown Grant to Upgrade to LED Lighting**
 - M. **Update Personnel Policy**
 - N. **Approval of Gasoline & Fuel Quotes**
 - O. **Pay Estimates**
 - P. **Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer**
- 9. Motion To Approve, Request Public Comment, Roll Call**
- 10. 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.
- 11. Mayor & City Council Discussion Items**
- 12. BOARD OF ADJUSTMENT: Entertain a Motion For The City Council To Recess And Sit As The Board Of Adjustment**
- A. **Hearing and Action on an Application for Maurice & Julie Hartmann-Variance Permit**
 Maurice & Julie Hartmann have applied for a Variance Permit for a rear yard setback of 3' vs 25' for an attached garage. This is located at 1301 Roland Lane, legally described as Lot 14, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The property is zoned R3 Medium Density Residential District.
 - B. **Hearing and Action on an Application for Karl Knight-Variance Permit**
 Karl Knight has applied for a Variance Permit for a rear yard setback of 11' vs 25' for an attached covered patio. This is located at 318 Christine St, legally described as Lot 9, Block 9, Woods First Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R4 High Density Residential District.
 - C. **Hearing and Action on an Application for Myron VanBuskirk 2nd Amended & Restated Revoc Trust-Conditional Use Permit**
 Van Buskirk Homes LLC on behalf of Myron VanBuskirk 2nd Amended & Restated Revoc Trust has applied for a conditional use permit for multi-family dwelling units between 5-12 units; located in the 900 block of W Norway Ave, legally described as Lot 16F, a subdivision of Block 16, Sunnyside Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R3 Medium Density Residential District.
- 13. RECONVENE AS CITY COUNCIL: Entertain a Motion For The Board of Adjustment To Adjourn And The City Council To Reconvene In Regular Session**
- 14. Discussion on Request to Make the Municipal Band Part of the Park & Recreation**

Department

- 15. Lake Mitchell Project Update by Barr Engineering**
- 16. Action to Award Bid for Cadwell Infield Improvements #2025-23**
- 17. Action to Approve Quote with Williams Masonry, Inc. for Cadwell Dugout Improvements**
- 18. Action to Approve Utility Cost and Annexation Agreement #A2025-40 with Maynard and Betty Hieb 1725 Scenic Court**
- 19. Action to Approve Grant Offer Agreement #A2025-41 for a Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) for the Construction of a Revenue Producing Hangar Grant Offer AIP '33**
- 20. Action to Approve Agreement #A2025-42 with Davison-Hanson Ambulance District for Rural Emergency Medical Services Agreement**
- 21. Action to Approve Resolution #R2025-47, Creating Tax Increment District #43 and Approving Project Plan**
- 22. Action to Approve Resolution #R2025-48, Plat of Tract 2 of Tupper's Addition, in the NE 1/4 of the NE 1/4 of Section 8, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota**
- 23. Action to Approve Resolution #R2025-49, Plat of Lots 1A, 2B1 and 2C1, Block 4 of Westwood First Addition, and a Portion of Commerce Street**
- 24. Action to Approve Resolution #R2025-50, Plat of Lots 3 and 4 of Singapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota**
- 25. Action to Approve Resolution #R2025-51, Plat of Tract 5 of Prairie Ethanol Addition in Lot 1 of the Southwest Quarter of Section 24, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota**
- 26. Action to Approve Resolution #R2025-52, Plat of Tract 6 of Prairie Ethanol Addition in the Northwest Quarter of Section 25, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota**
- 27. Action to Approve Resolution #R2025-53, Plat of Tract 7 of Prairie Ethanol Addition in the Northeast Quarter of Section 25, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota**
- 28. Action to Approve Resolution #R2025-54, Plat of Tract 8 of Prairie Ethanol Addition in the Southeast Quarter of Section 25, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota**
- 29. Action to Approve Resolution R2025-55, Surplus and Auction of Three Trailers and One Building in the 1100 and 1200 Blocks of East 1st Ave**
- 30. Action to Approve Temporary Easement with the South Dakota Department of Transportation for New Bike Path**

- 31. Request to Participate in North American Wetland Conservation Administration Grant (NAWCA) by FarWide Conservation Trust**
- 32. Hearing & Second Reading on Ordinance #O2025-09, Rezoning 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., City of Mitchell, Davison County, South Dakota; Lot 1 of Singapore Slab Tract 1, a Subdivision of the East 1/2 of the Southeast 1/4 of Section 32, Township 104 North, Range 60 West of the 5th P.M., Davison County, South Dakota; Singapore Slab Tract 1, Except 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; be changed from UD Urban Development District to Lakeshore Planned Unit Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.**
- 33. Motion to Adopt Ordinance #O2025-09, Request Public Comment, Roll Call**
- 34. Motion to Enter into Executive Session According to SDCL 1-25-2 (4) employee negotiations**
- 35. 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**

**June 16, 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 June 2, 2025
- b. Committee Reports
 - 1. Planning Commission May 27, 2025
 - 2. Planning Commission June 9, 2025 (unsigned)
- c. Department Reports
 - 1. Sales Tax Collections (May)
 - 2. Finance (May)
 - 3. Building Permits (May)
 - 4. Police (May)
 - 5. Code Enforcement (May)
 - 7. Water (May)
- d. Purchase of digital sign for Mitchell Public Library in the amount of \$61,868.00
- e. Declare Surplus Property-mobile home (Lot 9) on East 1st Avenue to be transferred to MADC
- f. Special Event Permit Application for Avera Queen of Peace company picnic on June 18, 2025
- g. Special Event Permit Application for Shootout at the Lake on August 1-2, 2025
- h. Application of the VFW Post #2750 for a Special Event Liquor License located at the Horseman's Arena for August 1-2, 2025 for bull riding
- i. Change Order #2 for Highway 37 Utilities Improvements Project #2021-45 increasing the contract amount by \$33,158.00 to Michel's Road & Stone adjust contract amount to \$3,693,834.61
- j. Set date 1:30 P.M., June 26, 2025 for bid opening for Cadwell Infield Improvements Project #2025-23
- k. Pay Estimates June 16, 2025
Pay Estimate #2 in the amount of \$2,292.14 for Firesteel NAWCA #2021-14 contracted to Fischer Aerial, LLC

Pay Estimate #1 in the amount of \$3,000.00 for Firesteel NAWCA #2021-14 contracted to Dakota Conservation, LLC

Pay Estimate #28 in the amount of \$9,671.71 for Recycling Building #2021-30 contracted to Helms & Associates

Pay Estimate #10 in the amount of \$1,427,579.62 for Wastewater Treatment Plant-Phase II Improvements #2022-01 contracted to John T. Jones Construction

Pay Estimate #9 in the amount of \$5,072.50 for Wastewater Treatment Plant-Phase II Improvements #2022-01 contracted to GeoTek

Pay Estimate #17 in the amount of \$563.75 for 3rd & Main Streetscape #2022-26 contracted to McLaury Engineering

Pay Estimate #11-Final in the amount of \$9,000.00 for Cadwell Park Press Box #2022-34 contracted to Rexwinkel Concrete

Pay Estimate #16 in the amount of \$37,928.75 for 2nd/4th & Main Construction #2023-21 contracted to McLaury Engineering

Pay Estimate #8 in the amount of \$3,706.00 for Mitchell Water Distribution System Model #2024-37 contracted to AE2S

Pay Estimate #2 in the amount of \$17,900.00 for Corn Palace Expansion #2025-19 contracted to Schemmer

Pay Estimate #2 in the amount of \$7,980.00 for 13th & Wisconsin Drainage Study #2025-08 contracted to McLaury Engineering

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 MAY 25, 2025 – JUNE 7, 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 \$16,996.38, Human Resources \$4,601.44, Municipal Building \$5,586.89, Information Technology \$3,453.08, Police \$89,840.08, Traffic \$6,347.66, Fire \$38,006.40, Street \$35,715.77, Public Works \$26,554.90, Cemetery \$7,899.43, Library \$17,200.63, Recreation & Aquatics \$26,810.67, Recreation Center \$16,562.54 Sports Complexes \$22,735.33, Ballpark Concessions-\$1,685.03, Parks \$28,390.25, Supervision \$4,418.10, E911 \$22,055.78, Palace Transit \$30,073.20, JVCC \$2,035.03, Nutrition \$4,728.04, Airport \$2,669.37, Water Distribution \$15,981.02, Sewer \$14,872.90, Recycling Program \$9,256.56, Waste Collection \$7,948.05, Landfill \$11,105.56, Corn Palace \$26,952.80, Golf Course \$12,215.18, Campground \$2,401.60, Emergency Medical Services \$36,754.71

NEW HIRES:

CORN PALACE: Jack Beckstrom-\$11.50, Sarah Bultje-\$11.50, Gavin Hinker-\$14.70, Megan Hogue-\$11.50, Owen Kopfmann-\$12.70, Kellan Larson-\$13.20, Noah Larson-\$14.70, Clark Mickelson-\$14.20, Canon Moller-\$12.70, Brennen Penne-\$13.20, Anya Red Day-\$11.50, Dylan Soulek-\$14.70, Landen Soulek-\$13.70, Markus Talley-\$14.20

GOLF: Mason Kempf-\$12.70, Jaiden Walton-\$14.20

NUTRITION: Beverly Thompson-\$11.50

PARKS: Jakobi Brink-\$12.70, Hudson Schmidt-\$11.50, Stratton Van Overschelde-\$12.70, Sutton DeWald-\$12.70, Gabriel Schneider-\$13.70

TRAFFIC: Greyson Peterson-\$15.20

RECREATION & AQUATICS: Sydney Pike-\$13.70, Chaydon Reichelt-\$14.20, Kenna Magee-\$12.20, Avery Moschell-\$12.70, Sydney Birkel-\$12.20, Matteah Graves-\$11.50, Ava Prunty-\$11.50, Mallory Miedema-\$12.20, Kindra Decker-\$14.20, Addisen Vander Wilt-\$12.70, Alyssa Moschell-\$12.20, Elise Foster-\$12.70, Kaelynn Swanstrom-\$11.50, Lisa Bruch-\$14.20, Kean Mimmack-\$15.20, Morgan Hoffman-\$15.70, Grace Baysinger-\$15.20

RECREATION CENTER: Benjamin Anderson-\$13.70, Lainee Forst-\$15.00, Ethan McCune-\$28.208, Colin Pickett-\$14.20

SPORTS COMPLEXES: Matthew Johnson-\$14.70

SALARY ADJUSTMENTS:

CORN PALACE: Kennedy Eldeen-\$12.70, Madisyn Sheesley-\$13.70

FIRE: Chad Cody-\$32.243, Zachary Dalrymple-\$32.243, Brendan Poore-\$21.715, Joel Reiter-\$22.149

PARKS: Tyler Vetch-\$27.668

POLICE: Bradley Buysse-\$42.733, Tylor Cassingham-\$30.229

PUBLIC WORKS: Debra Hanson-Sudbeck-\$31.782

RECREATION & AQUATICS: Camden Groepper-\$14.70, Thomas Gullledge-\$82,096.12, Macey Linke-\$15.20

RECREATION CENTER: Emma Plamp-\$15.20

WASTEWATER: Connor Davis-\$21.394

WASTE COLLECTION: Travis Hohrman-\$28.215

WARRANTS: A&B Business Solutions, Supplies-\$4,925.68; A-Ox Welding Supply, Supplies-\$229.51; Advanced Engineering and Environmental Services, 2024-37 P.E.#8-\$3,706.00; AFSCME Council 65, Union Dues-\$546.63; Alex Air Apparatus 2, Repair-\$372.50; Amazon Capital Services, Supplies-\$2,995.90; Associated Supply, Repair-\$333.31; AT&T Mobility, Utilities-\$724.07; Automatic Building Control, Monitoring-\$300.00; Avera Occupational Medicine, Labs-\$4,621.00;

Avera Occupational Medicine, Labs-\$36.60; Avera Queen of Peace Hospital, Pharmacy-\$77.85; B-Y Water District, Water Usage-\$87,221.07; Bailey Metal Fabricators, Supplies-\$18.29; Baker & Taylor, Books-\$231.60; Barb Husk, Refund-\$90.00; Barking Dog Interpretive Design, Supplies-\$3,275.78; Bender Sewer & Drain, Maintenance-\$940.00; Big Daddy D's, Contract Services-\$5,595.90; Buhl's Drycleaners & Linen, Laundry Service-\$15.00; Builders First Source, Supplies-\$744.00; C&B Operations, Supplies-\$310.56; Carquest Auto Parts, Maintenance-\$165.64; Central Electric, Utilities-\$15,056.48; Century Link, Utilities-\$73.16; Chesterman, Supplies-\$473.45; CHS Farmers Alliance, Supplies-\$6,248.50; City of Mitchell, Utilities-\$1,708.32; City of Mitchell, May BID #4-\$924.00; CK Bicycles & Locks, Supplies-\$36.00; Clara Determan, Refund-\$45.00; Coborns, Contract Services-\$1,052.80; Column Software, Advertising-\$362.79; Commercial Asphalt, Supplies-\$6,635.70; Continental Research, Supplies-\$2,994.33; Core & Main, Supplies-\$27,752.49; Core-Mark US, Supplies-\$11,103.61; Corn Palace, Shrine Circus Rent-\$7,445.49; Corn Palace Shrine Club, Shrine Circus Sales-\$29,454.31; County Fair, Contract Services-\$1,293.60; Courtney Anderson, Deposit-\$500.00; Creekside Veterinary Clinic, Labs-\$463.48; Dakota Conservation, 2021-14 P.E.#1-\$3,000.00; Dakota Pump, Maintenance-\$210.15; Dakota Supply Group, Supplies-\$586.39; Dale Star, Reimbursement-\$169.95; Davison County Treasurer, Title-\$10.00; Davison Rural Water Systems, Water Usage-\$128.75; Dearreader.Com, Book-\$350.00; Degen's Dock & Lift Service, Maintenance-\$200.00; Dennis Determan, Refund-\$45.00; Department of Agriculture, Solid Waste-\$3,313.50; Department of Social Services, Child Support-\$359.54; Donna Weiland, Refund-\$45.00; Earleen Gilmour, Refund-\$55.00; Educate Station, Subscription-\$200.00; Elfstrand's Ace Hardware, Supplies-\$809.29; Empire Garage Pros, Maintenance-\$5,105.00; Environmental Equipment & Service, Supplies-\$1,150.41; Fastenal, Supplies-\$108.24; Fischer Aerial, 2021-14 P.E.#2-\$2,292.14; Fisher Scientific, Supplies-\$521.59; Fleetpride, Supplies-\$97.47; Flowbird America, Supplies-\$69.00; Galls, Supplies-\$60.14; Geocomm, Service Contract-\$6,366.94; Geotek Engineering & Testing, 2022-1 P.E.#9A-\$5,072.50; GF Advertising Services, Supplies-\$74.75; Graham Tire, Supplies-\$3,134.60; Grainger, Supplies-\$237.24; Guardian Alliance Technology, Supplies-\$150.00; Harlan Moor, Refund-\$55.00; Hawkins, Supplies-\$9,707.65; Helms and Associates, 2021-30 P.E.#28-\$10,359.21; Henry Schein, Supplies-\$524.82; Honda of Mitchell, Supplies-\$260.25; Howes Oil, Supplies-\$35,946.10; ICan, Advertising-\$750.00; Ingram Library Services, Books-\$1,659.57; Insurance Benefits, Liability Renewal-\$2,703.00; Interstate Office Products, Supplies-\$305.93; Interstate Power Systems, Supplies-\$5,232.70; JCL Solutions, Supplies-\$123.90; Jim Cranny, Reimbursed-\$77.94; Joel Reiter, Rental-\$233.26; John T Jones Construction, 2022-1 P.E.#10-\$1,427,579.62; Johnson Controls, Contract Services-\$4,906.94; Jones Supplies, Supplies-\$1,183.38; Lakeview Veterinary Clinic, Service-\$927.57; Larry's I-90 Service, Maintenance-\$927.20; Lawson Products, Supplies-\$566.09; Lewis Family Drug, Supplies-\$5.99; Lexisnexis Matthew Bender, Books-\$115.43; Lifequest, Refund-\$55.00; Locators and Supplies, Supplies-\$323.35; Make it Mine Designs, Supplies-\$351.05; Master Blaster, Supplies-\$760.77; Maximum Promotions, Repair-\$25.00; McLaury Engineering, 2022-36 P.E.#17-\$46,472.50; McLeod's Printing, Membership-\$1,166.00; Menard's, Supplies-\$2,751.55; Messerli & Kramer, Garnishment-\$379.59; Mettler Implement, Repairs-\$266.04; Midcontinent Communication, Advertising-\$1,459.00; Midwest Fire & Safety, Inspection-\$238.00; Midwest Laboratories, Testing-\$1,221.54; Midwest Petroleum Equipment, Repair-\$866.21; Midwest Turf & Irrigation, Supplies-\$1,354.18; Mitchell Convention & Visitors Bureau, June 2025 Funding-\$21,875.00; Mitchell Iron & Supply, Supplies-\$558.56; Mitchell Soccer, Sports Authority Promo-\$5,000.00; Mitchell Telecom, Utilities-\$3,021.04; Mitchell United Way, United Way Deductions-\$166.00; Mobotrex,

Maintenance-\$1,828.00; Mueller Lumber, Supplies-\$4.66; Muth Electric, Maintenance-\$29,924.94; Newvision Security, Monitoring-\$227.00; Northwest Pipe Fittings, Repair-\$2,786.16; Northwestern Energy, Utilities-\$62,258.81; Odeys, Supplies-\$866.00; One Source The Background, Background Checks-\$1,325.00; Pepsi Cola, Supplies-\$8,489.21; Petty Cash, Reimbursement-\$147.00; Pioneer Manufacturing, Supplies-\$2,298.80; Premier Pest Control, Pest Control-\$175.00; Pro Contracting, Supplies-\$1,142.86; Public Health Laboratory, Testing-\$664.00; Qualified Presort Service, Postage-\$273.18; Quick Med Claims, Monthly Contract-\$5,346.03; Rexwinkel Concrete, 2022-34 P.E. #11-Final-\$9,000.00; RMB Environmental Laboratories, Lab-\$660.00; Roger Engelbarts, Refund-\$45.00; Runnings Supply, Supplies-\$1,458.18; S&M Printing, Supplies-\$236.00; Santel Communications, Utilities-\$30.00; Schemmer, 2025-19 P.E.#2-\$17,900.00; Schumacher Elevator, Maintenance-\$1,020.00; South Dakota Municipal League, Training-\$40.00; South Dakota-Supplemental, Supplemental Retirement Contributions-\$3,300.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,122.50; Seth Vandenhoeck, Reimbursed-\$149.96; Sherwin-Williams, Supplies-\$583.18; Sign Pro, Supplies-\$24.00; South Dakota 811, Message Fees-\$359.10; Standard Insurance, Life Insurance-\$415.35; Staples, Supplies-\$76.67; Steve Bamberg, Refund-\$45.00; Streicher's – Minneapolis, Supplies-\$8,893.97; Sturdevants Auto Value, Supplies-\$257.79; Subway, Meals-\$62.93; Sun Gold Sports, Supplies-\$344.00; Teamsters Local No. 120, Union Dues-\$1,629.00; Tessier's, Repair-\$258.78; The Dugout, Contract Services-\$3,009.00; Thomas L Price, Screening-\$700.00; Thomson Reuters West, Subscription-\$824.82; Thune True Value & Appliance, Supplies-\$85.55; TMA Stores, Supplies-\$426.60; Traffic Control, Supplies-\$530.00; Transwest Sioux Falls, Supplies-\$429.69; Tyler Urban, Training-\$150.00; Verizon Wireless, Utilities-\$762.96; Vern Eide Chevrolet GMC, Towing-\$255.00; Vestis, Service-\$347.97; Walmart/Capital One, Supplies-\$739.53; Wellmark, Administration, Prescription, Medical-\$347,176.57; Wameworks, Expense Posting-\$11,929.56; Wellmark, Administration, Prescription, Medical-\$42,380.80; Clover, Credit Card Fees-\$3,574.51; Money Movers, Credit Card Fees-\$12.75; CSG Forte, Credit Card Fees-\$611.47; Liz Goldammer, Property Acquisition-\$500.00

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

CITIZENS INPUT:

Mitchell Area Development Corporation Executive Director Mike Lauritsen stated that Mitchell is one of 4 options for the site of the proposed prison. Lauritsen also stated there will be two forums and one debate held to discuss the issue.

Many Davison County residents attended and voiced their concerns regarding the plan of a proposed prison in Davison County and encouraged City Council to withdraw their support.

MAYOR & CITY COUNCIL DISCUSSION ITEMS:

Mayor Hanson stated the Police Department is currently fully staffed.

Council Member McCardle asked when mosquito spraying would be done. Park and Recreation Director Kevin Nelson stated it was scheduled to be done this week. McCardle also congratulated

Public Works Director Joe Schroeder for winning his school board election in the Hanson School District.

Council Member Jeff Smith also congratulated Schroeder and also pointed out that he defeated an incumbent candidate. Smith also encouraged the public to attend the forum being held on Tuesday evening and listen to the facts being presented regarding the proposed prison site.

Council Member Tim Goldammer thanked the baseball and soccer associations for hosting well attended tournaments over the past weekend.

BOARD OF ADJUSTMENT:

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

Moved by Goldammer, seconded by Barington, to set date for July 7, 2025 on the application of the following:

Maurice and Julie Hartmann for a rear-yard variance of 3' vs 25' for an attached garage located at 1301 Roland Lane, legally described as Lot 14, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota;

Karl Knight for a rear-yard variance of 11' vs 25' for an attached covered patio located at 318 Christine Street, legally described as Lot 9, Block 9, Woods First Addition, City of Mitchell, Davison County, South Dakota; and

VanBuskirk Homes LLC on behalf of Myron VanBuskirk 2nd Amended & Restated Revoc Trust for a conditional use permit for multi-family dwelling units between 5-12 units located in the 900 block of West Norway Avenue, legally described as Lot 16F, a subdivision of Block 16, Sunnyside Addition, City of Mitchell, Davison County, South Dakota.

Motion carried.

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

CONSIDER APPROVAL:

Moved by Goldammer, seconded by Sabers, to approve the Corn Palace floor preparation for Seating Replacement Project #2025-18A in the amount of \$91,250.00 to Pro Polish LLC and \$2,770.00 to Rexwinkel Concrete for seat removal. Motion carried.

Moved by McCardle, seconded by Goldammer, to approve Amendment #3 to Agreement #A2021-10 with Helms & Associates for Recycling Building Project #2021-30 in an amount not to exceed \$30,500.00. Motion carried.

Moved by Goldammer, seconded by Barington, to approve Agreement #A2025-39, Firesteel Creek FEMA Mapping Review with HDR Engineering in an amount not to exceed \$27,645.00. Motion carried.

RESOLUTION:

Moved by Tjarks, seconded by Goldammer, to approve Resolution #R2025-46, Plat of Lot 5 of Circle K Ranch First Addition, a subdivision of the SE ¼ of Section 6, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2025-46

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 9th day of June, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 5 OF CIRCLE K RANCH FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH PM., 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 5 OF CIRCLE K RANCH FIRST ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 6, T 103 N, R 60 W OF THE 5TH PM., 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.

ORDINANCE:

Moved by Sabers, seconded by Barington, to place Ordinance #O2025-08, Rezoning Tract F, Wild Oak Golf Club Addition, City of Mitchell, in the Southeast Quarter (SE ¼) of Section Twenty-three (23), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota, be changed from R4 High Density Residential District to Conservation District on second reading. Motion carried. Moved by Goldammer, seconded by McCardle, to adopt Ordinance #O2025-08, Rezoning Tract F, Wild Oak Golf Club Addition, City of Mitchell, in the Southeast Quarter (SE ¼) of Section Twenty-three (23), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota, be changed from R4 High Density Residential District to Conservation District, as follows:

ORDINANCE NO. O2025-08

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Tract F, Wild Oak Golf Club Addition, City of Mitchell, in the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota, be changed from R4 High Density Residential District to Conservation 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; Tract F, Wild Oak Golf Club Addition, City of Mitchell, in the Southeast Quarter (SE1/4) of Section Twenty-three (23), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota, be changed from R4 High Density Residential District to Conservation 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.

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

Moved by Sabers, seconded by Goldammer, to place Ordinance #O2025-09, Rezoning Lot 2 of Singapore Slab Tract 1, a subdivision of the East ½ of the SE ¼ of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; Lot 1 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; Singapore Slab Tract 1, Except Lots 1 and 2 of Singapore Slab Tract 1, a subdivision of the East ½ of the SE ¼ of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota; be changed from UD Urban Development District to Lakeshore Planned Unit Development District on first reading. Discussion took place with residents near the development and the applicant.

Moved by Smith, seconded by Barington to amend the original motion to remove Car Wash, Convenience Store, Fuel Dispensing Station, and Fuel Service Station from Permitted Uses and place in Conditional Uses. Roll Call Vote-Members present voting aye: Barington, Smith. Members present voting nay: Bathke, Doescher, Goldammer, McCardle, Sabers, Tjarks. Motion failed.

Roll call vote was then taken on original motion. Members present voting aye: Bathke, Doescher, Goldammer, McCardle, Sabers, Smith, Tjarks. Members present voting nay: Barington. Motion carried to place Ordinance #O2025-09 on first reading.

PRESENTATION:

Robin Miller of Schemmer presented a schematic design for a Corn Palace renovation project. The schematic design includes three phases with a current estimated cost of \$18.83 million and an increase of 3% per year due to inflation

EXECUTIVE SESSION:

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

Mayor Hanson declared the board out of executive session at 10:29 p.m. and the City Council to reconvene in regular session at 10:30 p.m.

ADJOURN:

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



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.



Planning Commission 6-9-25
City Council Chambers, City Hall, 612 N. Main Street
June 9, 2025

1. Call to Order

Chairperson Genzlinger called the June 9, 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, Schmitz, Schreurs, Sonne.

Absent: Havlik.

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

3. Declaration Of Conflicts Of Interests

Sonne item #7.

4. Approve Agenda

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

5. Approval of Previous Minutes: May 27, 2025

Motion by Osterloo, seconded by Schreurs to approve the proposed minutes of the May 27, 2025 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: June 23, 2025

Motion by Schmitz, seconded by Sonne to set the date for the next Planning Commission Meeting for June 23, 2025. All present voting aye; motion carried.

7. Rezone Hearing & Recommendation: JTZ Properties LLC

JTZ Properties has requested the following 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., City of Mitchell*, Davison County, South Dakota;

Lot 1 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;

Singapore Slab Tract 1, Except 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,

*This property is currently not in Mitchell city limits but will be annexed prior to the approval of this Planned Unit Development.

be changed from UD Urban Development District to Lakeshore Planned Unit Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Jenniges noted that a notice was sent out to the neighbors on May 29, 2025, published in the official newspaper on May 28, 2025, and sign posted. There were three opposed responses that did not make the packet but were handed out at the meeting. The annexation of Lot 2 was approved by council on May 19, 2025. A PUD for residential requires 1 acre of land but a PUD for more than residential requires 5 acres of land. The applicant is requesting the 25 acres be included in the PUD even though some are in the city limits and some are in the ETJ. This can be done because it's still all the city's zoning jurisdiction. Phase 1 of the project will be the senior living on Lot 2. The applicant was present to answer questions.

Justin Thiesse handed out an updated layout of the potential layout of the area along N Harmon Dr. He purchased the land three years ago. He stated there is a 40-acre buffer zone to the north to P & B Casey Farms LLC dwelling. The overall development will include 56 housing units, independent living and memory care, an event center, apartments and a gas station. The senior living facility will be called Peaceful Pines with a rural feeling. He anticipates 40-plus jobs that will help to retain students from MTC and DWU. They are planning to invest \$30 million between the senior living facility and event center and will pay about \$200 thousand more in property taxes alone. He has been told stories about people needing these kinds of facilities for family members and people having to send loved ones to Sioux Falls or other out-of-town locations because Mitchell's are full.

Schmitz stated he believed the neighbors should have a say and be present to represent themselves.

Schreurs questioned if the National Guard Armory was informed, to which Jenniges stated they were not because they are not the landowner, the City of Mitchell is the landowner.

Schreurs said he was employed at the Armory and believes they would be against this development because of all they have going on out there.

Motion by Schmitz, seconded by Osterloo to recommend approval of the PUD.

Brian Klock stated he was there representing his family as well as the Casey's as they are out of town. He serves on the MADC board and previously on the Chamber board and is not against development. He has a property to the west of this location and has invested \$1 million in it. When he purchased the land he told Casey's he would not be using it for commercial development but for his residence. He was contacted by Lonnie Faucett on Wednesday about it and Michelle Boul on Thursday or Friday. He would like to pump the breaks so they can figure out the PUD.

Thiesse responded that he tried to get hold of Brian a couple of weeks ago but a phone call was never returned. The land that Brian owns used to be Smith Manufacturing back in the

day. He believes this location will have a nice view of the lake. There aren't any other locations because the city owns 75% of the land around the lake. He has listened to people around town and what they want, and they want the town to grow. Other towns would be thankful to have this opportunity, and he is just trying to make the town better.

Jermey Jensen, a business owner in town, stated he is in support of the PUD and project. There is currently traffic in the area because of the armory and soccer fields. This will bring 40 to 50 jobs which means 100 to 120 people from the families of the employees. That will mean more housing is needed and more property taxes generated for the city.

Klock stated that Thiesse told Casey's that he purchased the land to build a house on it. Genzlinger stated that is a civil matter and this board has no authority with that.

Mayor Hanson said that people not knowing about his project is crazy and that it was revealed at his "State of the City" address months ago. Also, he has emails from back in November with MADC discussing this project. MADC supports a level 5 maximum security prison but nothing for this. He believes this is exactly why the city subsidizes MADC for projects like this. The \$25 million lake dredge project will bring people to town. He was shocked that there were no MADC staff in the audience to support this project.

Justin Johnson stated that this is the first step in the process. This board makes a recommendation to Council which has two readings. It is the Council's ordinance that they can change. The overall procedural process has been followed.

Schmitz withdrew his motion.

Osterloo stated they have been rezoning Urband Development over the years and this is nothing new.

Schruers said he understands both sides and believes kicking it down the road does no good.

Substitute motion by Gunkel, seconded by Osterloo to recommend approval of the rezone.

Roll call vote: Genzlinger – aye, Gunkel – aye, Havlik – absent, Osterloo – aye, Schmitz – nay, Schreurs – aye, Sonne – abstain. 4 aye, 1 nay, 1 abstain and 1 absent; motion carried.

8. Plat: 4K Land Group LLC

Plat of Lot 5 of Circle K Ranch First Addition, a subdivision of the SE 1/4 of Section 6, T 103 N, R 60 W of the 5th PM., Davison County, South Dakota.

Jenniges gave an overview of the area. This is located outside city limits but with the ETJ, so it is the City of Mitchell zoning jurisdiction. However, since it's within 3 miles of city limits, the county still needs to approve the plat. The County Planning Commission has approved the plat and the County Commission will hear it at their next meeting. The abutting landowner is purchasing the property and there is an existing easement for ingress/egress to the parcel. The applicant was not present to answer questions.

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

9. Other Business:

None.

10. Public Input:

None.

11. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:47 P.M.



Kevin Genzlinger
Planning Commission Chairperson



Planning Commission 6-23-25
City Council Chambers, City Hall, 612 N. Main Street
June 23, 2025

1. Call to Order

Chairperson Genzlinger called the June 23, 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, Havlik, Osterloo, Schreurs, Sonne.

Absent: Schmitz.

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

3. Declaration Of Conflicts Of Interests

Sonne item #10 & #14.

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: June 9, 2025

Motion by Sonne, seconded by Osterloo to approve the proposed minutes of the June 9, 2025, Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: July 14, 2025

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

7. Variance Permit: Maurice & Julie Hartmann

Maurice & Julie Hartmann have applied for a Variance Permit for a rear yard setback of 3' vs 25' for an attached garage. This is located at 1301 Roland Lane, legally described as Lot 14, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The 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. The applicant would like to build a 28' x 32' attached garage. The trees would be cut down along N Foster St for access. There was one letter returned in

favor that made the packet and one response opposed that did not make the packet but was handed out. After receiving Bathke's letter, Jenniges noted that he had found a 5' wide utility easement along the rear property line on the plat. The applicant was present to answer questions.

Genzlinger questioned why the 3' request for a setback. The applicant stated he would like a 28' wide garage addition but would survive if it was moved to a 5' setback. He said there is only cable in the utility easement. He has to move his gas line for the addition.

Schroeder said Public Works would not recommend building over the easement. Genzlinger agreed that he would not want to see a utility company come and tear down his wall at his own expense.

Sonne said there are other sheds in the neighborhood that are at that distance from the setback.

Motion by Havlik, seconded by Schreurs to recommend approval of the variance at a 5' setback instead of the requested 3'. All present voting aye; motion carried.

8. Variance Permit: Karl Knight

Karl Knight has applied for a Variance Permit for a rear yard setback of 11' vs 25' for an attached covered patio. This is located at 318 Christine St, legally described as Lot 9, Block 9, Woods First Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R4 High Density Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one response in favor that did not make the packet but was handed out. The applicant was not present to answer questions.

Genzlinger stated his concerns about people enclosing the sides in the future and Osterloo said he had the same concern.

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

9. Conditional Use Permit: Myron VanBuskirk 2nd Amended & Restated Revoc Trust

Van Buskirk Homes LLC on behalf of Myron VanBuskirk 2nd Amended & Restated Revoc Trust has applied for a conditional use permit for multi-family dwelling units between 5-12 units; located in the 900 block of W Norway Ave, legally described as Lot 16F, a subdivision of Block 16, Sunnyside Addition, City of Mitchell, 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. The applicant would like to build two, four-plex dwelling units on this parcel. There one response in favor and two responses opposed that made the packet and three responses that were opposed that did not make the packet but were handed out at the meeting. The applicant was present to answer questions.

Jordan Hefner representing the applicant, stated this location was originally supposed to be a

12-plex like is currently constructed to the south. Access will be from the west through the Wheatridge apartments across the drainage ditch. They will install two 24" culverts. They have changed their original plan and would like to build two 4-plex dwelling units running east/west. They believe this will be easier on the eyes than a 3-story building. All parking will be in between the buildings or in their garages like they were just approved for up north on Lakeview Ln. They have owned the land since 1992.

Havlik questioned if the city has any issues with the proposed conditional use permit.

Schroeder stated the applicant will be required to have a drainage plan and that there is already an existing detention pond to the west. He said the fire department would be reviewing the plan just like any regular building permit and following the procedures. It's not uncommon to do the hydrological survey after the CUP is approved as to not to spend extra costs if not approved.

Genzlinger questioned if there were any water problems with the area. Schroeder explained that Norway Ave does back up due to an undersized storm sewer in the area. The backup does go into the detention pond. The city has studied this area and it's on their radar for a future storm drainage project.

Dave Driscoll said the land does drain to the southeast during heavy rains. He has called the management system in the past about their weed control, but this year they have been mowing it. He is concerned about proper drainage and snow removal. He questioned if they would use the drainage ditch for snow storage. Hefner answered that they plan to use the hammerhead to place some of their snow but also might have to backdrag it to the apartment complex.

Colleen Hunt of 920 W Norway, apt #203, questioned the access to the property and her concerns about them going through their property. She thinks there should be a fence installed to block traffic. She is also concerned about foot traffic crossing their property.

Richard Stedman also agreed access is very easy for walking traffic and that some people from the apartment complex use their trash.

Norma Eppel has concerns about traffic in the area before construction starts and if they will access using their condo parking lot. She said she has lived there 25 years and the ditch gets full and takes 8 to 10 hours to drain. Currently the land absorbs the rain but with the new building the water will have to go to into the ditch. There has been water two feet away from some air conditioners and garages already.

Paige Radke of 1513 S Miller requested to see a site plan. Hefner showed her a black and white site plan and passed it around to the board for them to see it as well.

Schreurs and Havlik voiced their concerns about walking traffic using the easiest and quickest route as well.

Hefner stated within their plan is a fence on the south and possibly on the east side of the land. However, a fence around the whole property would cost \$60,000, which ends up raising rent prices.

Ann Morris stated she wanted a guarantee that no one would be using their parking lot or

accessing the site through their parking lot. Hefner reassured her that no one would be accessing the site through the parking lot because of the SWPPP that will be required during construction.

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

10. Hearing & Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #43

Jenniges gave a description of the proposed TIF 43. This would be a developer financed grant pass through TIF. This land is located within city limits and is bare ground currently.

This would be called Peaceful Pines Senior Living. It is a 59,000-square-foot facility that includes 21 assisted living units, 18 independent living units and 16 memory care units along with other amenities. They anticipate a \$1.5 million dollar payroll and the creation of 30-plus jobs. This would be a 14-month construction period. The current base tax value is \$26,040.

The TIF eligible costs and request is \$2,893,558 of which is \$375,000 for administrative costs to the City of Mitchell. The new estimated tax value will be \$172,653 which would produce an estimated increment of \$2,935,106. The property is currently going through a rezoning process. There is a Department of Revenue Classification Letter within the packet with a preliminary determination of this being an economic development TIF.

Johnson said city staff did their regular review of the TIF. This TIF meets the statutory requirements and city guidelines. This parcel is located within city limits and that's why this is a city TIF and not a county TIF. He stated that there would be no additional rezoning required. The zoning going through the process is in conjunction with the TIF.

Motion by Havlik, seconded by Osterloo, to set the boundaries for TIF District #43 to include the following:

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., City of Mitchell, Davison County, South Dakota.

Roll call vote: Genzlinger – aye, Gunkel – aye, Havlik – aye, Osterloo – aye, Schmitz – absent, Schreurs – aye, Sonne – abstain. 5 aye, 0 nay, 1 abstain and 1 absent; motion carried.

Motion by Osterloo, seconded by Havlik to approve the project plan and recommend approval of TIF District #43. Roll call vote: Genzlinger – aye, Gunkel – aye, Havlik – aye, Osterloo – aye, Schmitz – absent, Schreurs – aye, Sonne – abstain. 5 aye, 0 nay, 1 abstain and 1 absent; motion carried.

11. Plat: Focus Land & Cattle LLC

Plat of Tract 2 of Tupper's Addition, in the NE 1/4 of the NE 1/4 of Section 8, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area with GIS. It is located outside the ETJ but within three miles of city limits. Therefore, it is the county's zoning jurisdiction. The county will hear this at their July meetings. The applicant is platting off the land to sell with the property to the north, and it will remain as pasture land. The access to 408th Ave will have to be approved by the County Highway Superintendent. The applicant was not present to answer questions.

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

12. Plat: CJM Consulting Inc

Plat of Lots 1A, 2B1 and 2C1, Block 4 of Westwood First Addition, and a Portion of Commerce Street, a subdivision of the NW 1/4 of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area with GIS. This is the next phase of the project for a potential steakhouse. This was previously platted but was in the county. Lots 2C1 and 2B1 have been annexed into city limits. This plat is vacating some existing parcel lines and straightening out Commerce Street, which will be a public ROW. The applicant was not present to answer questions.

Osterloo questioned if 20' was a wide enough easement to access Lot 2D to which Jenniges answered yes. Schroeder also answered that if a future buyer of Lot 2D wanted a wider easement that could be done with the purchase agreement at that time.

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

13. Plan Approval: Superior Steel

Jenniges gave an overview of the area using GIS. The applicant would like to fill in the portion between the buildings. This is zoned Highway Oriented Business District and requires approval from the board prior to the issuance of a building permit. The east building was approved in October 2023. After the addition is built, they will remodel the 20' x 30' existing building on the west side. The applicant was not present to answer questions.

Genzlinger said he doesn't foresee any neighbors having an issue with it and shouldn't affect in drainage in the area. Jenniges noted that the surface for the addition is already a hard surface.

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

14. Plat: JTZ Properties LLC

Plat of Lots 3 and 4 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 area using GIS. The applicant is platting out two lots for future development of the area. These are currently outside the city limits but within the ETJ, so it is the City of Mitchell's zoning jurisdiction. The county will hear this at their July meetings. The applicant was present to answer questions.

Motion by Havlik, seconded by Osterloo to approve the plat. Roll call vote: Genzlinger – aye, Gunkel – aye, Havlik – aye, Osterloo – aye, Schmitz – absent, Schreurs – aye, Sonne – abstain. 5 aye, 0 nay, 1 abstain and 1 absent; motion carried.

15. Plat: Prairie Ethanol LLC

Plat of Tract 5 of Prairie Ethanol Addition in Lot 1 of the Southwest Quarter of Section 24, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area with GIS. It is located outside the ETJ but within three miles of city limits. Therefore, it is the county's zoning jurisdiction. The county will hear this at their July meetings. The applicant is purchasing the land to expand their rail system. The applicant was not present to answer questions.

Jenniges noted he had received an update version of the plat since the packet had been sent out. The new plat has some updated language within the signature blocks.

Motion by Schreurs, seconded by Sonne to approve the plat with the amended language. All present voting aye; motion carried.

16. Plat: Prairie Ethanol LLC

Plat of Tract 6 of Prairie Ethanol Addition in the Northwest Quarter of Section 25, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area with GIS. It is located outside the ETJ but within three miles of city limits. Therefore, it is the county's zoning jurisdiction. The county will hear this at their July meetings. The applicant is purchasing the land to expand their rail system. The applicant was not present to answer questions.

Jenniges noted he had received an update version of the plat since the packet had been sent out. The new plat has some updated language within the signature blocks.

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

17. Plat: Prairie Ethanol LLC

Plat of Tract 7 of Prairie Ethanol Addition in the Northeast Quarter of Section 25, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area with GIS. It is located outside the ETJ but within three miles of city limits. Therefore, it is the county's zoning jurisdiction. The county will hear this at their July meetings. The applicant is purchasing the land to expand their rail system. The applicant was not present to answer questions.

Jenniges noted he had received an update version of the plat since the packet had been sent out. The new plat has some updated language within the signature blocks.

Motion by Schreurs, seconded by Sonne to approve the plat with the amended language. All present voting aye; motion carried.

18. Plat: Prairie Ethanol LLC

Plat of Tract 8 of Prairie Ethanol Addition in the Southeast Quarter of Section 25, Township

104 North, Range 61 West of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area with GIS. It is located outside the ETJ but within three miles of city limits. Therefore, it is the county's zoning jurisdiction. The county will hear this at their July meetings. The applicant is purchasing the land to expand their rail system. The applicant was not present to answer questions.

Jenniges noted he had received an update version of the plat since the packet had been sent out. The new plat has some updated language within the signature blocks.

Motion by Sonne, seconded by Schreurs to approve the plat with the amended language. All present voting aye; motion carried.

19. Plan Approval-Corona Village

Jenniges gave an overview of the area with GIS. This is zoned Highway Oriented Business District. The applicant would like to apply for a building permit to put a roof on the front of the building for an outdoor seating area and also expand some storage in the back of the building. It meets all setbacks. The applicant was not present to answer questions.

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

20. Other Business:

None.

21. Public Input:

None

22. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:58 P.M.

Kevin Genzlinger
Planning Commission Chairperson

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Grant funds received from the SD Dept of Health Regional Service Designation grant.

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

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

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

☒ yes ☐ no

Amount of funds received:

Funds received from:

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

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:

Budget line # to be supplemented: Budget line description:

Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

A new scoreboard and related donor signage will be purchased for Field C, and this acquisition will be done via private donations. Said funds have been deposited in the Cadwell donations account and are hereby being requested to be made available to pay the related invoice via the appropriate expense account.

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

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

N/A

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

☒ yes ☐ no

Amount of funds received:

Funds received from:

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

N/A

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 6/16/25

Organization: Mitchell Rodeo Foundation, Inc.

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: Jim Miskimins

Address: P.O. Box 177

Phone #: 605-770-4919

Email: statesatty@davisoncounty.org

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

Dates of Ticket Sales: 7/17 - 7/20, 2025

Date of Raffle Drawing: 7/17 - 7/20, 2025

Value of Raffle Prize: 1,000 (4)

Proceeds Benefitting: Needs of applicant - loan retirement

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

Date Received: 6-16-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: June 20, 2025

Organization: Davison County Child Protection Team, Inc

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: Jeanice Miskimins

Address: 500 S Ohlman St, Mitchell, SD 57301

Phone #: (605) 995-6456 (office)

Email: jeanice.miskimins@avera.org

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

Dates of Ticket Sales: 7/31/25

Date of Raffle Drawing: 7/31/25

Value of Raffle Prize: Raffle tickets to be sold for Bug Package
winner receives prize

Proceeds Benefitting: Davison County Child Protection Team

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

Date Received: 6-23-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 6/16/2025

Organization: Dakota Wesleyan University Football

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: Alex Kretzschmar - Head Football Coach

Address: 1200 W University Ave, Mitchell, SD 57301

Phone #: (605) 995-2852 (o) / (262) 565-8615 (c)

Email: ~~Alex.Kretzschmar@dwu.edu~~ Alex.Kretzschmar@dwu.edu

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

Dates of Ticket Sales: 8/30/25, 9/20/25, 10/11/25, 10/25/25
11/8/25, 11/15/25

Date of Raffle Drawing: same dates as above

Value of Raffle Prize: 50/50 Raffle

Proceeds Benefitting: DWU Football Program

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

Date Received: 6-17-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer _____

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: June 23, 2025

Organization: American Legion Post 18

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: Hugh Holmes

Address: 700 S. Montana St Mitchell

Phone #: 605-299-6314

Email: hugh.holmes@icloud.com

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

Dates of Ticket Sales: 25 Jul 2025 - 1 Oct 2025

Date of Raffle Drawing: Oct 2, 2025

Value of Raffle Prize: \$ 350.00

Proceeds Benefitting: Post 18 Youth Activities

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

Date Received: 6-23-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	July 7, 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 Kiwanis Half Marathon, 10K, & 5K on October 5, 2025		
Explanation/Background of Agenda Item Requested:	The Kiwanis Club of Mitchell is requesting a Special Event Permit for their 8th annual Palace City Kiwanis Half Marathon, 10K, & 5K, which takes place on Sunday, October 5th, 2025, from 5:00 AM until 12:00 PM. The event will start and finish on Mitchell's Main Street, in front of The World's Only Corn Palace. The event is open to the public, vendor and/or participant fees are required, and items and/or services will be sold at the event. **We will be holding a Kids 1-mile Fun Run on Saturday after the packet pickup. No street closures will be required. They will be running on the sidewalks with adults. We will provide volunteers at each intersection to ensure safe crossing. They will run from the Corn Palace Plaza to first street and back to the Corn Palace. All organizing prior to and post-race will be in the Plaza area. Total anticipated attendance for the event is 225 runners plus spectators. The Special Event Permit Application requests the following: • Street Closure(s) (\$100 fee) • Noise Permit (\$0 fee) The following street closure is requested on Sunday, October 5th, from 5:00 AM until 12:00 PM: • Main Street from 5th Ave. to the south side of 8th Ave. The following street closure is requested on Sunday, October 5th, from 7:00 AM until 12:00 PM: • 7th Ave. from Lawler St. to Rowley St. A sign will be posted at the intersection of 12th Ave. & Main St. stating the road closure ahead.		

***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 Closure(s) Map.

Also, there will be a bicycle leading the runners, two side-by-side sport utility vehicles along the route and volunteers holding signs, providing directions, and giving encouragement along the route. Arrows will be taped in some areas marking turns along the route, no paint will be used on any street or anywhere along the route. Removable signs will also be posted along the route with directions, information, and encouragement for runners.

Please reference the attached route maps (Half Marathon, 10K, and 5K).

Last of all, a Noise Permit is being requested because sound amplification will be used from 7:00 AM to 11:30 AM. No sound checks will be performed.

Please refer to the attached Special Event Permit Application for more details about the event.

A Certificate of Liability Insurance Form for the event has already been provided.

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

Print**Special Event Permit Application - Submission #4144****Date Submitted: 6/14/2025**

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 Kiwanis Half Marathon, 10k, and 5k

Event Date:

10/5/2025

Event Hours:*

05:00 AM

—

12:00 PM

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

10/5/2025

05:00 AM

—

10/5/2025

12:00 PM

Time Requested for City Park Closure

mm/dd/yyyy

hh:mm am/pm

—

mm/dd/yyyy

hh:mm am/pm

Event Information:

Overall Event Description:*

The Half Marathon will proceed as follows:

Start at the Corn Palace & Head North to 7th Street.

Turn Left/West on 7th to Minnesota Street

Right/North on Minnesota St to 23rd (Cemetery Rd)

Right/East at 23rd & Go East to Indian Village Rd

Turn Left/North on Indian Village Rd & follow this beautiful scenic road along the lake & head to N. Ohlman St.

Right/North on N. Ohlman to South Harmon

Turn Right/East at South Harmon and follow the loop around

N. Ohlman St. (again) this is a 3 way corner, (someone will be here to direct you), but Veer to the right onto West Harmon and head west and follow the lake around

At the stop sign, turn right & follow the curve around (be cautious of traffic) cross both bridges until Livesay Lane. (Someone will be here to direct you)

Livesay Lane turn left/north to Anthony Ave

At Anthony Ave turn left/west to Maui Drive

At Maui Drive turn right to Dailey Drive

At Dailey Drive turn left and follow around to stop sign/407th and turn right down the hill to North Harmon

At 407th Ave turn left/south to North Harmon

At North Harmon turn right/west and cross back over the two west end bridges & stay on the road to West Harmon

At West Harmon turn left and had a short distance to the entrance of the gravel trail (someone will be here to direct you), back into town, this is approximately 2.5 miles

You will come out on 23rd St. (there will be a water station here), cross the road and turn Left/East back to Minnesota Street

Right/South on Minnesota to 7th Street.

Left/East on 7th St to Main St.

Right/South on Main to the Finish Line in front of the Corn Palace.

The 10K will proceed as follows:

Start in front of the Corn Palace and run north to 7th Ave;

Turn left/west on 7th and go to Minnesota St.

Right/North on Minnesota St to Cemetery Road (23rd Ave)

Right/East at Cemetery Road (23rd Ave) & go east to Indian Village Rd

Turn Left/North on Indian Village Rd & follow this beautiful scenic road along the lake & head to N. Ohlman St.

LEFT on N. Ohlman to Cemetery Road (23rd Ave)

BE CAUTIOUS OF TRAFFIC - the last half mile of this section the sidewalk ends & you will have to run on the road. Be mindful of the traffic.

At Cemetery Road (23rd Ave) there will be a water station here, cross the road & head east to Minnesota St.

Right on Minnesota all the way to 7th St.

Left on 7th St to Main St

Right on Main to the Finish Line in front of the Corn Palace.

The 5K will proceed as follows:

Start in front of the Corn Palace and run north to 7th Ave

Turn left/west on 7th and go to Minnesota St.

Turn right/north on Minnesota St. and proceed to 16th Ave.

Turn left/west on 16th Ave. and proceed to Iowa St.

Turn left/south on Iowa St. and proceed to 15th Ave.

Turn right/west on 15th Ave. and proceed to Bypass.

Turn left/south onto Bypass and proceed to 8th Ave.

Turn left/east on 8th Ave. and proceed to Minnesota St.

Turn right/south on Minnesota St. and proceed to 7th Ave.

Turn left/east on 7th Ave. and proceed to Main St.

Follow Main Street right/south to the Finish Line in front of the Corn Palace.

Additional information:

There will be a bicycle leading the runners, one to two side-by-side sports utility vehicles along the route, and volunteers holding signs, providing directions, and giving encouragement along the route. Arrows will be taped or posted in some areas marking turns

along the route. NO PAINT WILL BE USED ON ANY STREET OR ANYWHERE ALONG THE ROUTE. Removeable signs will also be posted along the route with directions, information, and encouragement for runners.

Portapotties will be placed along the route at several locations including 15th & Minnesota, Lakeview Golf Course area, and Indian Village Road.

There will be manned water stations at five locations along the route and volunteers at all street crossings to assist runners.

Main Street closure is requested for Sunday, Oct. 5th, 2025.

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:*

225 runners plus spectators

Organization:*

Kiwanis Club of Mitchell

Address:*

PO Box 131

City:*

Mitchell

State:*

SD

Zip Code:*

57301

Event Application Contact Person:*

Julie Hart Schutte

Contact Person Email:*

jahsheart67@gmail.com

Contact Person Phone Number: *

6056303202

Day of Event Contact Person:*

Julie Hart Schutte

Contact Person Email:*

jahsheart67@gmail.com

Contact Person Phone Number:*

6056303202

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.*

We are requesting packet pickup at the Corn Palace on Saturday, Oct. 4th from 3:00-5:00 PM and use of the Corn Palace lobby on Sunday, Oct. 5th from 5:30 AM-12:00 PM. The Corn Palace Director has our event scheduled and our event requirements will be reviewed closer to the event. They involve use of the sound system, access to electricity outside, and several tables.

We are requesting Main Street closure on Sunday, Oct. 5th, from 5:00 AM - 12:00 PM.

We are requesting 7th Street and Lawler to Rowley closure on Sunday, Oct. 5th from 7:00 AM - 12:00 PM.

**We will be holding a Kids 1-mile Fun Run on Saturday after the packet pickup. No street closures will be required. They will be running on the sidewalks with adults. We will provide volunteers at each intersection to ensure safe crossing. They will run from the Corn Palace Plaza to first street and back to the Corn Palace. All organizing prior to and post-race will be in the Plaza area.

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 - air conditioning (\$159.30/day - Park & Rec Fee)
- ☐ Indoor Park Shelter - no air conditioning (\$116.82/day - Park & Rec Fee)
- ☐ Outdoor Park Shelter (\$58.41/day - Park & Rec Fee)
- ☒ City Facility or Other City Building
- ☐ Picnic Table Rental (\$25 each/day- Park & Rec Fee)
- ☐ Bleacher Rental (\$35 each/day- Park & Rec Fee)
- ☒ Electricity - Main Street Only (Confirm Fee with the Corn Palace)
- ☐ Water - Main Street Only (Confirm Fee with Corn Palace)

Safety, Security, and Accessibility

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

There will be volunteers at all street crossings to assist runners.

Water stations will basic first aid items will be at five locations along the route.

Side-by-sides and a bicyclist will check along the route periodically for any injured runners who need assistance.

There is ample parking in the city parking lots and streets close to the Corn palace. No parking lot closures will be needed.

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?

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

Lexington Insurance Company

Agent's Name

Lisa Christenson

Policy Number

013136005

Phone Number

317-817-5172

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.*

Julie Hart Schutte

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.*

Julie Hart Schutte

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.*

Julie Hart Schutte

I have attached the following items:

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

Parking Lot Closure Map

Choose File No file chosen

Street Closure Map

2025 Kiwanis Half Marathon Street Closure(s) Map.pdf

City Park Closure Map

Choose File No file chosen

Parade Route Map

Choose File No file chosen

Special Event Liquor License Boundaries with Map

Choose File No file chosen

Consumption Permit Boundaries with Map

Choose File No file chosen

Fireworks Map

Choose File No file chosen

Event Layout Map

2025-pckh-route-09-2024.jpg

Certificate of Liability Insurance

Insurance KIWAN01 Club of Mitchell 6-13-2025.pdf

Certificate of Liquor Liability Insurance

Choose File No file chosen

Certificate of Fireworks Liability Insurance

Choose File No file chosen

Additional Document

2025-10k-route.jpg

Additional Document

2025 5k-route-image-22-orig.jpg

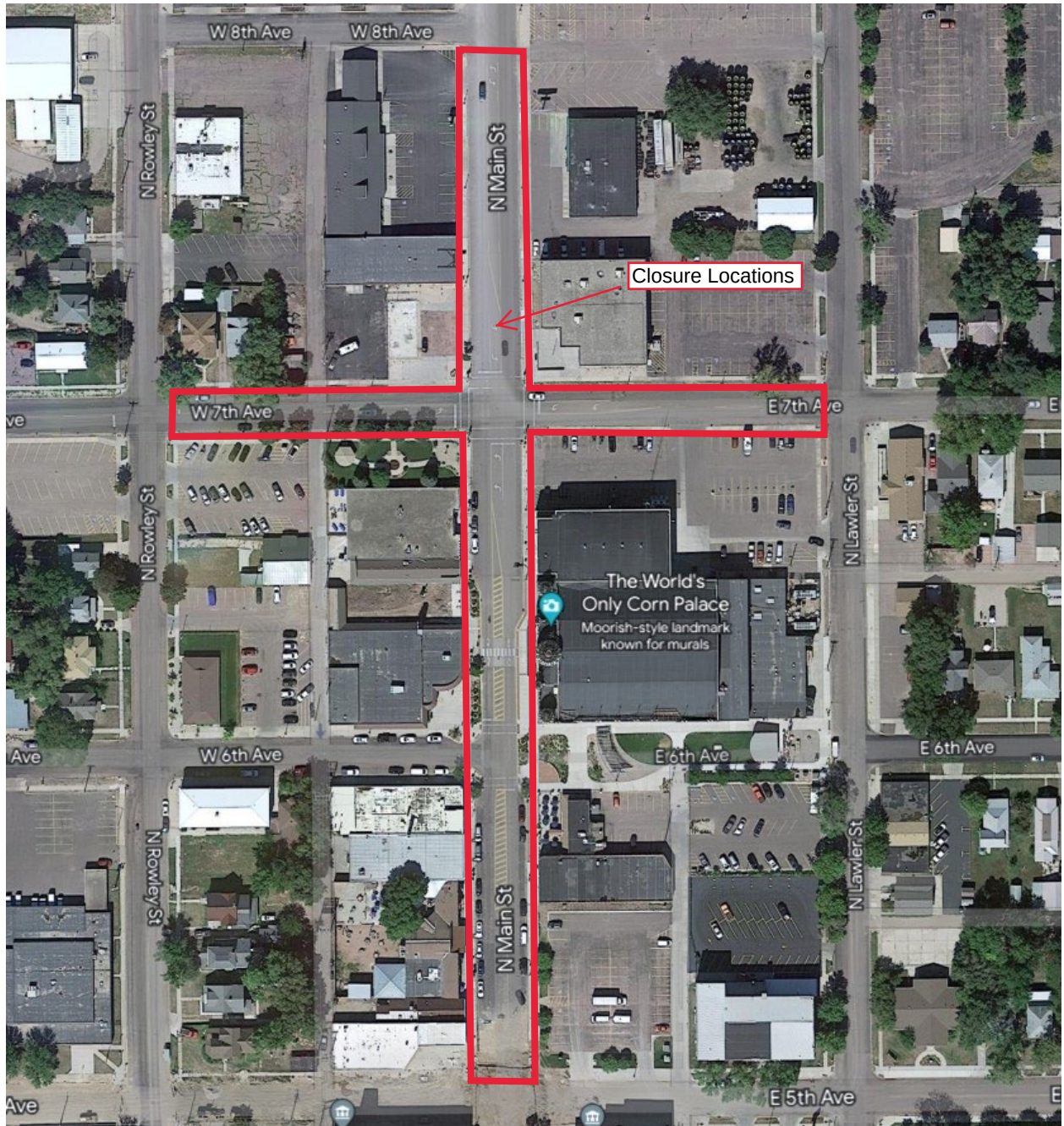
Action of City Council _____

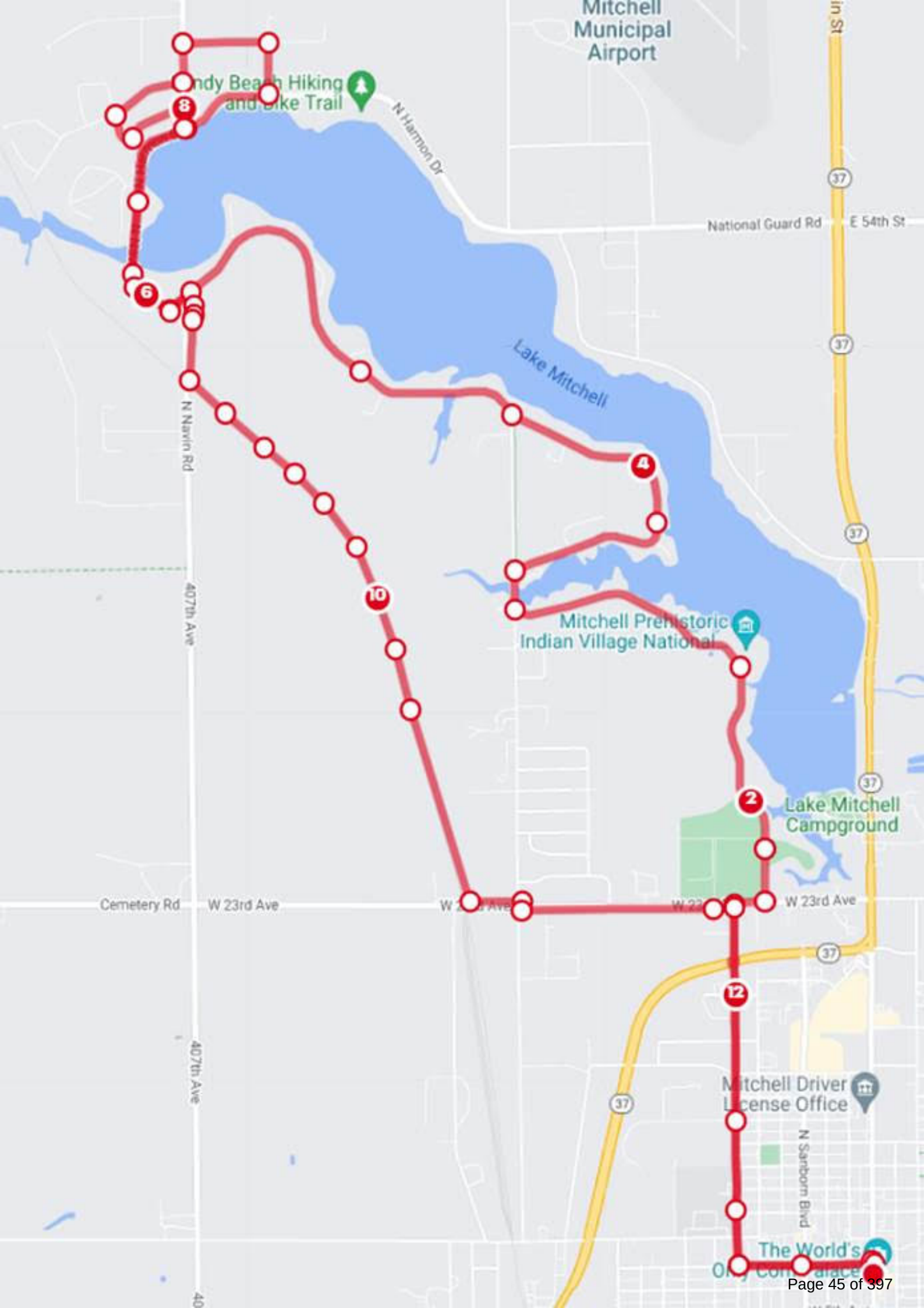
Finance Officer_____
Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____





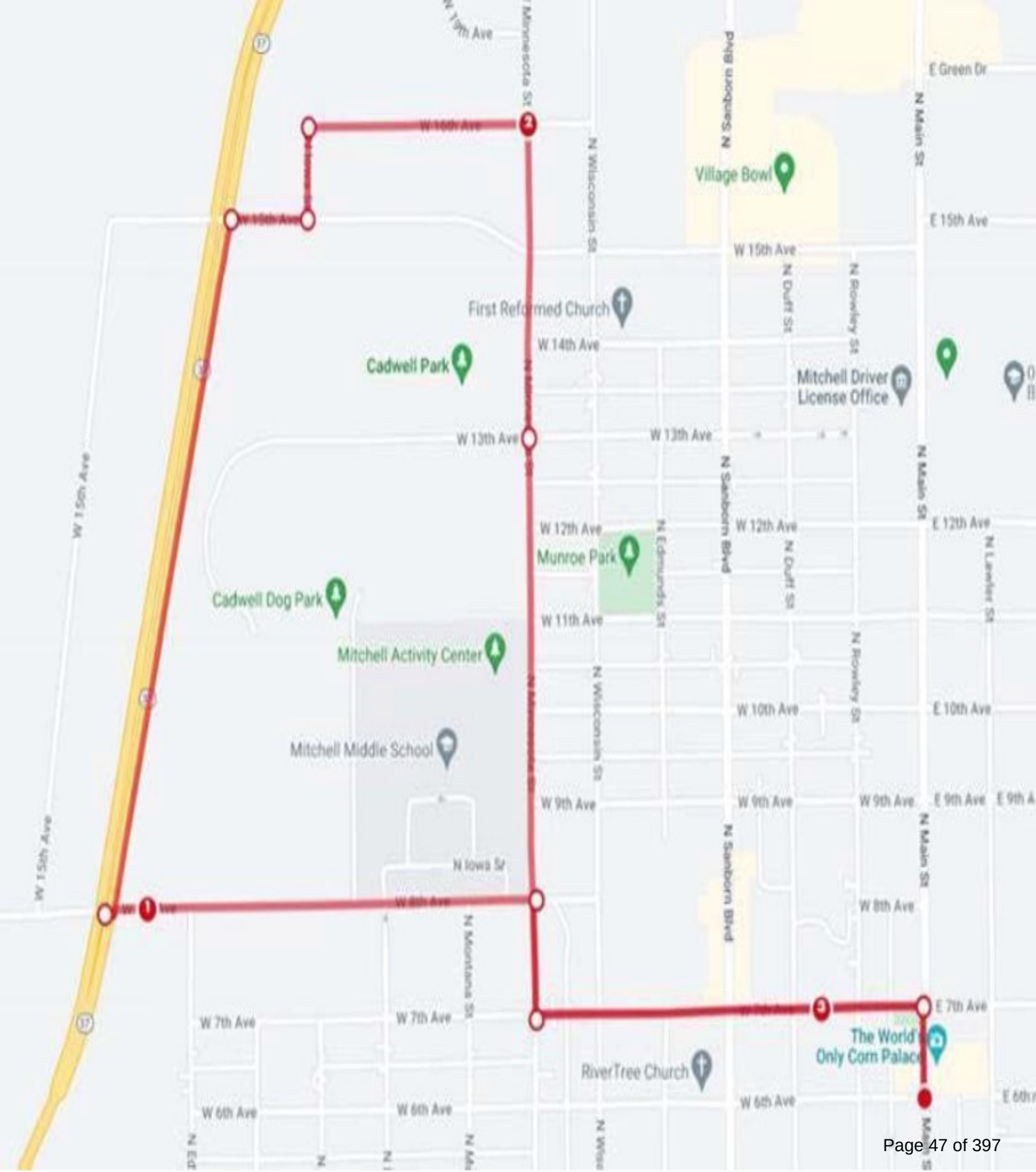
3 Mitchell Prehistoric Indian Village National...

Vern Eide Ford

The World's Only Corn Palace

on Air

W 5th Ave





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/13/2025

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 have **ADDITIONAL INSURED** provisions or 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 Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson PHONE (A/C, No, Ext): 317-817-5172 E-MAIL ADDRESS: kiwaniscert@hylant.com	FAX (A/C, No): 317-817-5151
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Lexington Insurance Company		19437
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 841020061**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 ☒ Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☒ OTHER: District	Y		013136005	11/1/2024	11/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			013136005	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 ☐	N / A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2024	11/1/2025	All Claims \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
October 4th and October 5th, 2025, or any future date(s) during the policy term.
Kid's 1-mile fun run, Half Marathon, 10K, and 5K
Located @ Corn Palace and Streets of Mitchell, SD
Kiwanis of Mitchell

CERTIFICATE HOLDER**CANCELLATION**

City Of Mitchell Attn: Aaron Hieb 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 <i>Judy K. Wilson</i>

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ENDORSEMENT

This endorsement, effective 12:01 AM 11/01/2024

Forms a part of policy no.: 013136005

Issued to: KIWANIS INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)

City Of Mitchell
Attn: Aaron Hieb
612 N. Main Street
Mitchell, SD 57301

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



Authorized Representative

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:

The City is declaring the mobile homes listed on the lots below as surplus property. The City will be working with **Mitchell Area Habitat for Humanity** to identify any mobile homes or components of the mobile homes that can be repurposed for public, charitable, or humanitarian purposes. Any such identified items will be transferred in as-is condition and everything else will be disposed of due to poor condition. The locations and lots are as follows:
1105 E. 1st Lot 9



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:	July 7, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Set Bid Opening Date 10:00 AM, July 15, 2025 for Street Sweeper Project #2025-38		
Explanation/Background of Agenda Item Requested:	Bids will be advertised according to SDCL.		

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:	July 7, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	604-43200-43310- \$30,000,000		
Agenda Item:	Change Order #2-Final to First Rate Excavating, Inc. for South Wastewater Treatment Plant Phase II -Schedule B Project #2022-01		
Explanation/Background of Agenda Item Requested:	Action to Approve Change Order No. 2 for the South Wastewater Treatment Project for Bid Schedule B, Project #2022-01 to First Rate Excavating. Change Order No. 2 reflects actual quantities installed for the project. This is the final change order and the project is complete. Please see attached Change Order #2 for detailed information. Original Contract Amount - \$619,478 Change Order No. 1 - \$13,276.40 Current Contract Amount - \$632,754.40 Increase of this Change Order - \$1,740.50 New Contract Amount - \$634,494.40 City staff recommends approval of Change Order No. 2 as outlined above.		

Change Order No. 2F

Date of Issuance:	6/20/2025	Effective Date:	6/20/2025
Owner:	City of Mitchell	Owner's Contract No:	SRF C461129-13
Contractor:	First Rate Excavate, Inc.	Contractor's Project No.:	N/A
Engineer:	Brosz Engineering	Engineer's Project No.:	2407024
Project:	Bid Schedule B, Mitchell WWTP Phase II Improvements	Contract Name:	Soybean Plant to Mitchell WWTP Forcemain

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

<i>Item</i>	<i>Description</i>	<i>quantity</i>	<i>unit</i>	<i>\$ / unit</i>	<i>extended</i>
5	8" HDPE Forcemain (DIPS DR 11)	-360	FT	\$ 42.00	\$ (15,120.00)
6	Flex Restraint	-1	EA	\$ 525.00	\$ (525.00)
14	Connect to Distribution Box	-1	EA	\$ 829.00	\$ (829.00)
18	Unstable Trench Material	-50	TON	\$ 40.00	\$ (2,000.00)

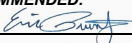
The above changes reflect the final as constructed quantities for the project. The plans estimated quantity of 8" HDPE Forcemain was in error. The connection to distribution box could not be made since the lagoon project was not ready for connection. Less unstable trench material was needed to install the 8" HDPE Forcemain.

15	Type B Permanent Seed Mixture	93.1	LB	\$ 20.00	\$ 1,862.00
16	Mulching	3670.5	LB	\$ 5.00	\$ 18,352.50

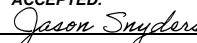
The above change reflects the final as constructed quantities for the project. The disturbed area that required to be seeded and mulched was larger than originally estimate in the plans.

Attachments Included:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 619,478.00	Contract Time: <u>n/a</u> Substantial Completion: <u>May 1, 2025</u> days or dates
Increase from previously approved Change Orders No. 1: \$ 13,276.40	[Increase] [Decrease] from previous approved Change Orders No. XX to No. XX: <u>-</u> Contract Time: <u>-</u> Substantial Completion: <u>May 1, 2025</u> days or dates
Contract Price prior to this Change Order: \$ 632,754.40	Contract Times prior to this Change Order: Contract Time: <u>-</u> Substantial Completion: <u>May 1, 2025</u> days or dates
Increase of this Change Order: \$ 1,740.50	[Increase] [Decrease] of this Change Order: Contract Time: <u>none</u> Substantial Completion: <u>none</u> days or dates
Contract Price incorporating this Change Order: \$ 634,494.90	Contract Times with all approved Change Orders: Contract Time: <u>n/a</u> Substantial Completion: <u>May 1, 2025</u> days or dates

RECOMMENDED:
By: 
Title: Engineer
Date: 6/20/2025
Engineer (if required)

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

ACCEPTED:
By: 
Title: Project Manager
Date: 06/20/2025
Contractor (authorized signature)

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:

Date of Issuance: **June 23, 2025**Effective Date: **July 7, 2025**Owner: **City of Mitchell**Owner's Contract No.: **2023-10**Contractor: **Schoenfelder Construction, Inc.**

Contractor's Project No.:

Engineer: **McLaury Engineering, Inc.**Engineer's Project No.: **22230304**Project: **2nd / 4th & Main Streetscape Improvements**

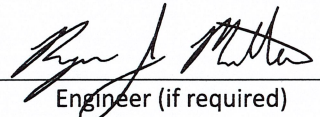
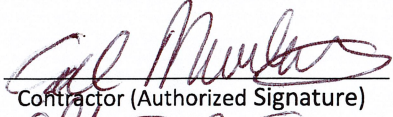
Contract Name:

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

Description: Additional sanitary sewer, storm sewer, and electrical items.

Attachments: 2nd – 4th & Main Streetscape Improvements – Change Order 1 Attachment

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>936,218.29</u>	Original Contract Times: Substantial Completion: <u>October 10, 2025</u> Ready for Final Payment: <u>November 1, 2025</u> days or dates
No Change from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ <u>0</u>	No Change from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: <u>0 Days</u> Ready for Final Payment: <u>0 Days</u> days
Contract Price prior to this Change Order: \$ <u>936,218.29</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 10, 2025</u> Ready for Final Payment: <u>November 1, 2025</u> days or dates
Increase of this Change Order: \$ <u>23,680.02</u>	No Change of this Change Order: Substantial Completion: <u>0 Days</u> Ready for Final Payment: <u>0 Days</u> days or dates
Contract Price incorporating this Change Order: \$ <u>959,898.31</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 10, 2025</u> Ready for Final Payment: <u>November 1, 2025</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: <u></u> Contractor (Authorized Signature)
Title: <u>Engineering Manager</u>	Title: _____	Title: <u>Office Manager</u>
Date: <u>June 23, 2025</u>	Date: _____	Date: <u>6-23-25</u>

Change Order Summary										
For (Contract): 2nd & 4th - Main Streetscape Improvements								Change Order Number: 1		
Application Period: Jun-25								Application Date: 6/23/2025		
A					B	C	D	E	F	G
Item		Contract Information				Change Order Information				Increase or (Decrease) in Contract Price (F-B)
Bid Item No.	Description	Original Item Quantity	Units	Unit Price	Total Value of Item (\$)	New Item Quantity	Units	New Unit Price	New Total Value of Item (\$)	
40A	10" PVC Storm Sewer	0	Ft	\$ -	\$ -	15	Ft	\$51.75	\$776.25	\$776.25
40B	10" Pipe Bend	0	Each	\$ -	\$ -	1	Each	\$1,015.00	\$1,015.00	\$1,015.00
67A	8" PVC Sanitary Sewer Pipe	0	Ft	\$ -	\$ -	105	Ft	\$48.75	\$5,118.75	\$5,118.75
72A	6" Inserta Tee	0	Each	\$ -	\$ -	2	Each	\$370.00	\$740.00	\$740.00
74A	Connect to Existing 8" Sanitary Sewer Main	0	Each	\$ -	\$ -	2	Each	\$725.00	\$1,450.00	\$1,450.00
76A	Pump Rental	0	Lump Sum	\$ -	\$ -	1	Lump Sum	\$3,500.00	\$3,500.00	\$3,500.00
77A	Manhole Base	0	Each	\$ -	\$ -	1	Each	\$1,684.50	\$1,684.50	\$1,684.50
88A	2" Schedule 40 PVC Conduit	0	Ft	\$ -	\$ -	448	Ft	\$7.53	\$3,373.44	\$3,373.44
89A	#2 CU THWN Wire	0	Ft	\$ -	\$ -	1224	Ft	\$4.92	\$6,022.08	\$6,022.08
Totals										\$23,680.02

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

WOLFGANG DALLMANN
1035 E. 5TH AVE.
MITCHELL, SD 57301

Owner's Telephone #: **605-999-8383**

B. Business Name and Address

LUPO
108 N. MAIN ST.
MITCHELL, SD 57301

Business Telephone #: **605-999-8383**

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

County: **DAVISON**

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

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

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

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

Is this license in active use? ☐ Yes ☒ No

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

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

D. Legal description of licensed premise:

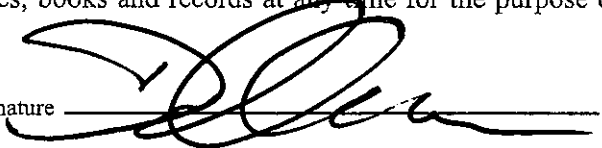
LOT 11 OF BLOCK 12 OF THE CITY OF MITCHELL IN SECTION 22, TOWNSHIP 103 NORTH RANGE 60, WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

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

E. State Sales Tax Number **1042-5334-ST**

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

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

Date **6-16-2025** Print Name **DALLMANN** 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 _____

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

Name of corporation/partnership/LP LLC THIRD MILLENNIUM LLC
Address of office and principal place of business of corporation/partnership/LP/LLC 1035 E. 5TH AVE, 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
<u>WOLFGANG DALLMANN, PRESIDENT, 1035 E. 5TH AVE, MITCHELL, SD 57301, ENTREPRENEUR</u>			

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

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
<u>n/a.</u>	

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

PERSONAL OFFICE OF MR. DALLMANN @ 1035 E. 5TH AVE, MITCHELL, SD 57301

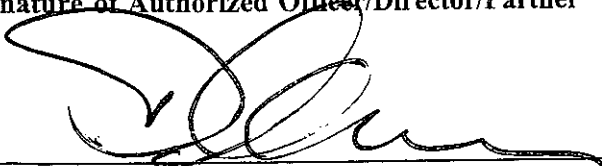
With signature the applicant agrees to the following:

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

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license 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



Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

WOLFGANG DALLMANN
1035 E. 5TH AVE
MITCHELL, SD 57301

Owner's Telephone #: **605-999-8383**

B. Business Name and Address

LUPO
108 N. MAIN ST.
MITCHELL, SD 57301

Business Telephone #: **605-999-8383**

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

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

Is this license in active use? ☐ Yes ☒ No

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

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

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:

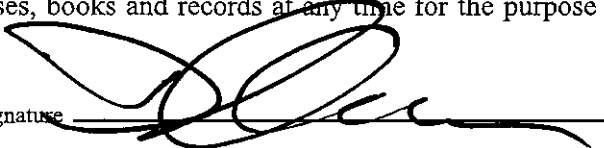
**LOT 11 OF BLOCK 12 OF THE CITY OF MITCHELL,
IN SECTION 22, TOWNSHIP 103 NORTH RANGE 60,
WEST OF THE 5TH P.M., DAVISON COUNTY,
SOUTH DAKOTA**

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

E. State Sales Tax Number **1042-5334-ST**

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

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

Date **6-16-2025** Print Name **DALLMANN** Signature 

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP LLC THIRD MILLENNIUM LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 1035 E. 5TH AVE, 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
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WOLFGANG DALLMANN	PRESIDENT	1035 E. 5TH AVE, MITCHELL SD 57301	ENTREPRENEUR
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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
------	--

n/a.	
------	--

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

PERSONAL OFFICE OF MR. DALLMANN @ 1035 E. 5TH AVE, MITCHELL SD 57301

With signature the applicant agrees to the following:

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

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license 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



Date Received _____
Date Issued _____

2025-2026

License No. RB-26966

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and Mailing Address

B. Doing Business As Name and Physical Address

LUCKY CLOVERS LLC
2521 SD Hwy 37
MITCHELL, SD 57301

Lic # RB-26966 **INACTIVE**
LUCKY CLOVERS LLC
605 S. Sanborn Blvd.
MITCHELL, SD 57301

Owner's Telephone#: (605) 999-5448

Business Telephone #: (605) 999-5448

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 _____

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

County: Davison

Do you own [] or lease ☒ this property? (Check one)

Are real property taxes paid to date? ☒ Yes [] No

Are you of good moral character having never been convicted of a felony? ☒ Yes [] No

D. Legal description of licensed premise:

Lots one (1), two (2), three (3), and the North half (N 1/2) of lot four (4), Block Fifteen (15), Van Zips Addition to the town of Mitchell, Davison County, South Dakota

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**

E. State Sales Tax Number: 1039-7321-ST

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements 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 6-26-25 Print Name Karla McCloud Signature Karla McCloud

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

For Local Government Use

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

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

Name of corporation/partnership/LP/LLC

LUCKY CLAWS LLC

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

25121 SD Hwy 37 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

See attached document #1

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

See attached document #1

Retail (on-off) Malt Beverage & SD Wine License # RB-269167

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

25121 SD Hwy 37 Mitchell SD - Koen McCloud & Seth Sprack

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

Koen McCloud

Date

6-26-2025

Date Received _____
Date Issued _____

2025-2026

License No. RB-26967

Uniform Alcoholic Beverage License Application

A. Corporation, LLC, or Sole Proprietor Name and
Mailing Address

LUCKY CLOVERS LLC
25121 SD Hwy 31
MITCHELL, SD 57301

B. Doing Business As Name and Physical Address

Lic # RB-26967 **INACTIVE**
LUCKY CLOVERS LLC
6055. Sanborn Blvd.
MITCHELL, SD 57301

Owner's Telephone#: (605) 999-5448

Business Telephone #: (605) 999-5448

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 _____

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

County: Dawson

Do you own ☒ or lease ☒ this property? (Check one)

Are real property taxes paid to date? ☒ Yes [] No

Are you of good moral character having never been convicted of a
felony? ☒ Yes [] No

D. Legal description of licensed premise:

Lot 5 on 1/2, two 1/2, three 1/2, and the North half
(N 1/2) of Lot four (4), Block 15 (15),
Van Eps Addition to the town of
Mitchell, Dawson County, South Dakota

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**

E. State Sales Tax Number: 1039-7321-ST

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements 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 6-26-25 Print Name Karen Mecloud Signature Karen Mecloud

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

For Local Government Use

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete reverse side

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

Name of corporation/partnership/LP/LLC

LUCKY CLOWERS LLC

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

25121 SD Highway 37 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

See attached document #1

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

See attached document #1

Retail (on-off) Malt Beverage & SD Wine License # RB-269166

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

25121 SD Highway 37 Mitchell SD - Kisha McClelland & Seth Sprock

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.

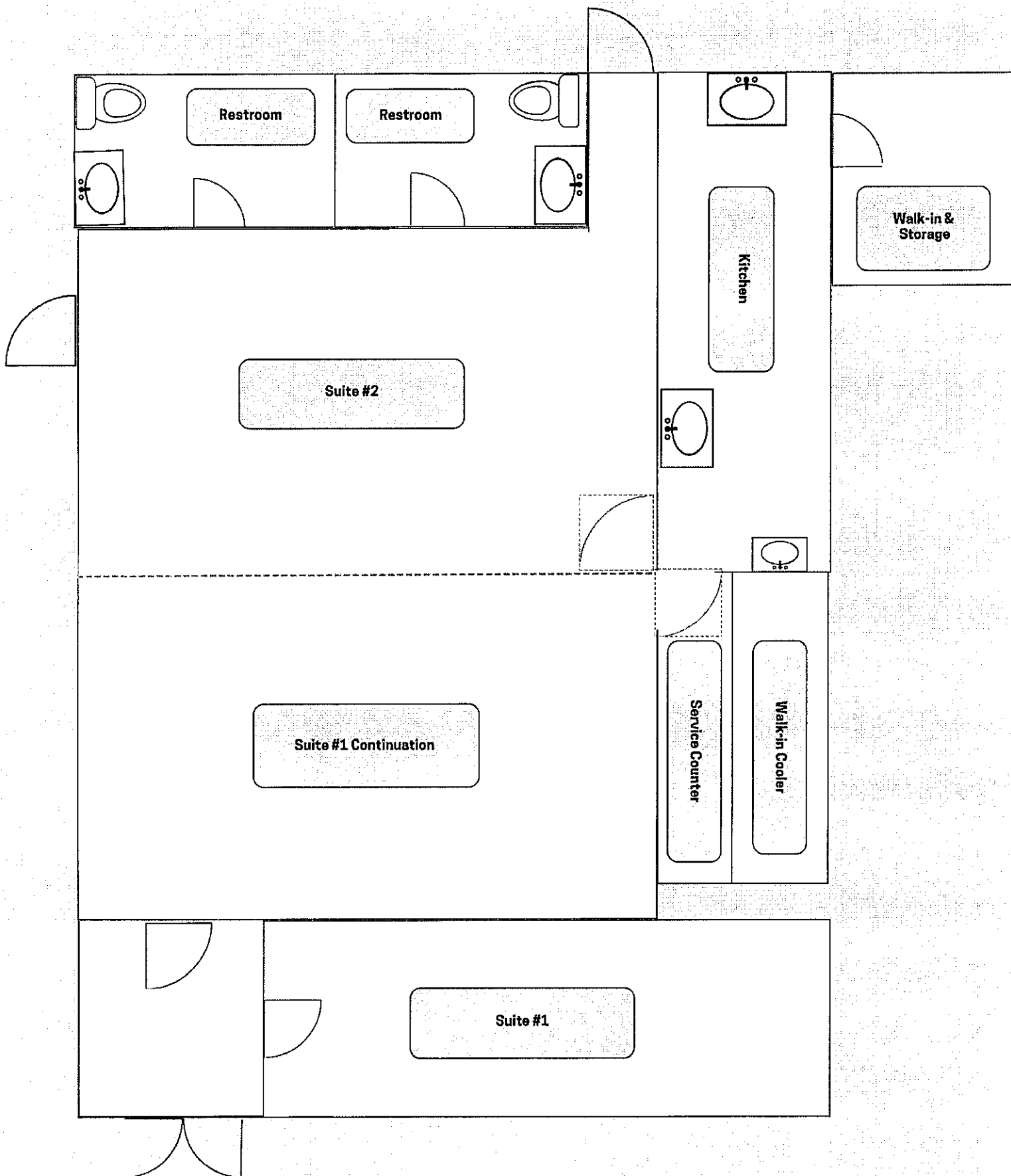
We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If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

Signature of Authorized Officer/Director/Partner

Date

Kisha McClelland

6-26-2025



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:	July 7, 2025	Requested By:	Kevin Kenkel
Desired Action of City Council:	Authorization		
Amount Budgeted in current fiscal year for this item (if applicable):	\$0		
Agenda Item:	Authorization to Apply for the T-Mobile Hometown Grant to Upgrade to LED Lighting		
Explanation/Background of Agenda Item Requested:	Request for authorization to apply for a grant to upgrade lighting in the public library in the amount of \$34.425. The grant funding will cover the cost to all of the current fluorescent bulbs to LED bulbs and change from fluorescent fixtures to LED fixtures. There is no local matching requirement for this grant program.		

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:	July 7, 2025	Requested By:	Elizabeth Kitchens
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Update Personnel Policy		
Explanation/Background of Agenda Item Requested:	HB 1218 – Firearm Possession by Employees passed in 2025 Legislature requiring The City to make updates in the Personnel Policy. The attachment will be incorporated into our personnel manual and is in compliant with HB 1218.		

Personnel Policy Update – (effective July 1, 2025)

3.2 Workplace Violence and Bullying Prohibited

It is the policy of the City of Mitchell that threats, threatening behavior, bullying, and acts of violence by employees against employees or other individuals on the City of Mitchell property will not be tolerated. All threats will be taken seriously. It is the goal of the City to rid all work sites of violent behavior or the threat of such behavior. The prevention of violence, and the reporting and management of critical incidents are shared goals of all employees.

Violence, or the threat of violence, by or against any employee of the City of Mitchell or any other person while at a City work site is strictly prohibited and will subject the perpetrator, if an employee, to serious disciplinary action up to and including termination of employment, and in all cases, possible criminal prosecution.

Unless otherwise authorized under South Dakota law, the possession, use, or threat of use of dangerous weapons, including all firearms, by any person, is not permitted at City work sites or in a City vehicle. Unless otherwise authorized under South Dakota law, the possession of dangerous weapons, including all firearms, by City employees at City work sites or in a City vehicle, is permitted only with written approval of the Mayor, upon recommendation of the Chief of Public Safety and when a necessary and approved requirement of the employee's City job. Lawful possession of dangerous weapons by non-City employees, with the exception of law enforcement officers at City work sites should be monitored and, when possible, the person in possession will be requested to remove the weapon from the work site.

Definition: For the purpose of this policy, violence is defined as, but not limited to:

- A. The use of physical force with the intent to cause harm.
- B. Acts or threats in any form or manner which are intended to intimidate or cause fear of harm.
- C. Harassment – The act of creating a hostile or intimidating work environment by means of words, actions or physical contact which have the purpose or effect of alarming, insulting, or provoking another person.
- D. Sabotage – The intentional damage of City-owned or personal property, or acts intended to cause such property to fail to operate, or to operate improperly; or, the movement or concealment of such property with the intent of interfering with the ability of the owner or authorized user to locate it.

Not included are any actions taken in the legitimate exercise of responsibility or authority by a City employee.

Guidelines for Violent Incident Response

In an emergency situation involving actual or potential violence, the first priority is to protect the safety and well-being of persons involved. Because each situation involves unique factors, the following guidelines are intended to provide general guidance. The key elements are safety, reporting, coordination, and control.

Recommendations for Dealing with Customers or the General Public:

- A. The employee should use their verbal and non-verbal skills to try to de-escalate the situation.
- B. If the situation does not de-escalate, a Supervisor (if present) should assist the employee in dealing with the angry person.

- C. At any time when an emergency occurs such as physical threat, immediately call the emergency number (911) and report as many details as possible so that appropriate emergency units can be dispatched.
- D. An employee who is involved in or who witnesses a critical incident shall immediately contact the Supervisor or Human Resources Director. Notify an authority figure immediately after the event – there is no need to follow a particular chain of command.
- E. The Department Head or other department representative shall immediately contact Human Resources, who shall provide guidance for employee assistance, investigation, and follow-up.
- F. Each department has had training and designed an “Active Shooter” response plan which was approved by the Department of Public Safety. Department Heads should review this plan with staff at least once per year. If a person enters the lobby, office, or any City area using a weapon to carry out a physical attack this plan should be enacted immediately.

Recommendations for Dealing with Employee Altercations:

These guidelines are intended to aid Supervisors in dealing with violent or potentially violent situations at work where the Supervisor is in a position to intervene and control the situation.

In circumstances deemed by the Supervisor to be an emergency, call 911. Then, contact the departmental head and Human Resources. It is understood that the actions of a Supervisor or other employee will depend on the seriousness and nature of the incident. However, consistent with personal safety, Supervisors are to make a good faith effort to defuse violent or potentially violent situations as quickly as possible in order to prevent their escalation and creation of a threat to others. The term altercation as used in these guidelines includes actual or threatened violence including verbal or physical confrontation or assault, or attempts at such assault.

- A. Use verbal skills to separate the individuals involved. Do not allow a minor altercation to escalate into something more serious. If the individuals cannot be separated using verbal skills, call 911 and follow the steps previously described. No employee should physically insert themselves into the situation.
- B. Once the situation is controlled, notify a Supervisor. The Supervisor will separately interview all persons involved, including any witnesses, in order to obtain an accurate account of the incident. Document in written form the statements of witnesses.
- C. All City of Mitchell employees are responsible for notifying a Supervisor of any threats which they have witnessed, received, or have been told that another person has witnessed or received.
- D. The Department Head should contact Human Resources to receive help in making a decision on the appropriate action that should be taken.

Corrective Action and Discipline

Workplace altercations, including those involving only verbal exchanges, justify appropriate corrective action. Human Resources should be contacted for guidance.

The CONNECTIONS Employee Assistance Program (EAP) has the capability of providing post-incident counseling for employees and their families. Organizations that have experienced critical incidents have found that such incidents in the workplace affect not only those directly involved, but produce psychological trauma to others in the organization as well. The Human Resources Office will involve EAP resources as indicated.



July 1, 2025

TO: MAYOR & CITY COUNCIL

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

Howes Oil Company Inc.

On Road Diesel- #2	0	0	\$0	\$0
Unleaded Gas-10% Ethanol	7500	7500	\$2.2335	\$16,751.25
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	0	0	\$0	\$0
Total:				\$16,751.25

Vollan Oil

On Road Diesel- #2	0	0	\$0	\$0
Unleaded Gas-10% Ethanol	7500	7500	\$2.226	\$16,695.00*
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	0	0	\$0	\$0
Total:				\$16,695.00*

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

Sincerely,
Kevin Roth
Street & Sanitation Superintendent

cc: Howe's Oil Company
Vollan Oil

Outside expectations

PAY ESTIMATES FOR JULY 7, 2025

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#59	\$ 15,046.62	\$ 1,527,030.57	\$ 1,628,242.34
Ducks Unlimited Inc.	#2021-18 Firesteel Creek Dam Design & Construction	#6	\$ 45,999.91	\$ 121,504.42	\$ 129,000.00
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-40	\$ 18,377.42	\$ 737,494.95	\$ 767,500.00
GeoTek Engineering & Testing	#2021-31 North WWTP Improvements	#16	\$ 9,527.50	\$ 85,798.65	
SPN & Associates	#2021-45 Highway #37 Utility -Water	#47	\$ 14,970.64		
SPN & Associates	#2021-45 Highway #37 Utility -Sewer	#48	\$ 15,332.93	\$ 171,613.91	\$ 280,000.00
Michels Road & Stone Inc.	#2021-45 North Hwy #37 Utility Improvements	#8	\$ 595,432.73	\$ 2,172,856.83	\$ 3,693,834.61
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#29	\$ 48,948.58	\$ 1,892,377.13	\$ 1,908,860.00
First Rate Excavate, Inc.	#2022-1 WWTP -Phase II - South Plant-Sched. B	#5-Final	\$ 81,642.54	\$ 634,494.90	\$ 634,494.90
SPN & Associates	#2022-3 23rd & Ohlman Lift Station Replacement	#22	\$ 11,732.56	\$ 78,731.19	\$ 112,500.00
Halme, Inc.	#2022-3 23rd & Ohlman Lift Station Replacement	#6	\$ 143,892.63	\$ 1,346,241.33	\$ 1,599,142.00
Mobotrex	#2022-8R 7th & Main/1st & Main Traffic Signals	#1	\$ 6,146.00	\$ 6,146.00	
HR Green Inc.	#2022-8 1st & Main/7th & Main Signals	#23	\$ 388.25	\$ 88,219.03	\$ 111,218.00
Shive-Hattery	#2023-3 Lake Mitchell Jetty	#11	\$ 1,386.00	\$ 45,349.90	\$ 49,300.00
Brosz Engineering, Inc.	#2023-3 Jetty & Marina Bike Trail	#25	\$ 27,032.50	\$ 307,110.50	\$ 309,630.00
Soukup Construction, Inc.	#2023-3 Marina Improvements	#9	\$ 178,533.03	\$ 2,298,945.10	\$ 2,725,134.64
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#24	\$ 16,397.65	\$ 260,710.46	\$ 325,000.00
Halme, Inc.	#2023-6 North Harmon Sanitary Sewer Outfall	#10	\$ 207,291.77	\$ 2,951,829.39	\$ 3,347,607.25
Schoenfelder Construction, Inc.	#2023-10 2nd & 4th Main Streetscapes	#3	\$ 132,836.47	\$ 421,447.35	\$ 959,898.31
SPN & Associates	#2023-14 Hitchcock Pickle Ball Courts	#14	\$ 1,817.45		
SPN & Associates	#2023-14 Hitchcock Pickle Ball Courts	#15	\$ 7,335.93	\$ 59,954.70	\$ 62,500.00
Rexwinkel Construction	#2023-14 Hitchcock Pickle Ball Courts	#3	\$ 63,957.56	\$ 224,866.93	\$ 399,001.10
Halme Inc.	#2023-16 Ohlman & S. Harmon Lift Station	#6	\$ 82,002.81	\$ 1,143,071.69	\$ 1,277,814.50
SPN & Associates	#2023-16 Ohlman & S. Harmon Lift Station	#21	\$ 5,093.96	\$ 66,681.79	\$ 96,900.00
SFC Civil Constructors	#2023-23 West End Bridge Deck Sealing (BIG Grant)	#1	\$ 19,970.64	\$ 19,970.64	\$ 208,978.80
Clavarella Design Inc.	#2023-33 Lake Mitchell Tornado Shelter	#1	\$ 11,840.00	\$ 11,840.00	\$ 14,800.00
AE2S	#2024-37 Mitchell Water Distribution System Model	#9	\$ 3,298.25	\$ 13,804.50	\$ 30,000.00
SPN & Associates	#2025-1 North Ohlman 23rd to Kemper	#5	\$ 8,225.15	\$ 74,521.88	\$ 245,000.00
SPN & Associates	#2025-6 1st Avenue - Burr to Foster	#5	\$ 27,051.98	\$ 60,620.96	\$ 265,000.00
Spencer Quarries	#2025-10 Rock Chlps	#1	\$ 46,713.07	\$ 46,713.07	\$ 49,000.00
Commercial Asphalt	#2025-15 Paving & Overlay	#1	\$ 13,743.75	\$ 13,743.75	\$ 529,601.25
SPN & Associates	#2025-23 Cadwell Park Infield Improvements	#4	\$ 853.75		
SPN & Associates	#2025-23 Cadwell Park Infield Improvements	#5	\$ 960.00	\$ 11,346.74	\$ 33,000.00
GeoTek Engineering & Testing	#2025-28 Old Landfill Leachate Monitoring	#3	\$ 1,510.00	\$ 6,503.75	\$ 11,500.00
GeoTek Engineering & Testing	#2025-29 New Landfill Monitoring	#3	\$ 2,365.00	\$ 12,788.75	\$ 23,635.00
	TOTALS		\$ 1,867,655.03	\$ 16,914,330.76	\$ 21,828,092.70

Prepared by Deb Hanson-Judbeck

PACKET : 07395 07396

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-35882B15-0195	101-41110-42300	LEGAL PUBLICA 05.05.25 COUNCIL MINUTES	207290	2,718.31
		I-35882B15-0197	101-41110-42300	LEGAL PUBLICA LEGACY LINKS PUBLIC NOTICES	207290	67.98
		I-35882B15-0205	101-41110-42300	LEGAL PUBLICA VANBUSKIRK PUBLIC NOTICE	207290	14.29
		I-35882B15-0206	101-41110-42300	LEGAL PUBLICA HARTMANN PUBLIC NOTICE	207290	13.38
		I-35882B15-0207	101-41110-42300	LEGAL PUBLICA KNIGHT PUBLIC NOTICE	207290	13.07
		I-35882B15-0208	101-41110-42300	LEGAL PUBLICA PPSL MITCHELL LLC NOTICE HEAR	207290	16.72
		I-35882B15-0209	101-41110-42300	LEGAL PUBLICA 06.02.25 COUNCIL MINUTES	207290	922.45
		I-35882B15-0210	101-41110-42300	LEGAL PUBLICA GENERAL PUBLIC NOTICE	207290	92.48
DEPARTMENT 1110 CITY COUNCIL						TOTAL: 3,858.68

PACKET : 07395 07396

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
01-08815	STEPHANIE ELLWEIN					
		I-06302025	101-41220-42800	UTILITIES-TEL 2025 2ND QTR CELL PHONE	207323	45.00
01-09703	AMAZON CAPITAL SERVICES					
		I-1D1V-RPDV-9K1F	101-41220-42600	SUPPLIES & MA KEYBOARD,POWER BOOST,BATTERIES	207251	167.65
				DEPARTMENT 1220 CITY ADMINISTRATOR	TOTAL:	212.65

PACKET : 07395 07396

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
01-10597	AARON HIEB	I-06302025	101-41230-42800	UTILITIES-TEL 2025 2ND QTR CELL PHONE	207357	45.00
DEPARTMENT 1230 ADMINISTRATIVE BOARDS					TOTAL:	45.00

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1420 FINANCE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04361	MICHELLE BATHKE					
		I-06302025	101-41420-42800	UTILITIES - T 2025 2ND QTR CELL PHONE	207267	45.00
01-09703	AMAZON CAPITAL SERVICES					
		I-19VX-DNM1-D4J7	101-41420-42600	SUPPLIES & MA MOUSE	207251	66.98
		I-1Q4Y-JVG7-RJVT	101-41420-42600	SUPPLIES & MA COFFEE FILTERS,PENS,HIGHLIGHTE	207251	61.92
DEPARTMENT 1420 FINANCE						TOTAL: 173.90

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1440 HUMAN RESOURCES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00122066-00	101-41440-42231	EMPLOYEE PHYS DRUG SCREENINGS	207260	884.00
01-06686	LIZ KITCHENS					
		I-06302025	101-41440-42800	UTILITIES 2025 2ND QTR CELL PHONE	207379	45.00
01-08711	ONE SOURCE THE BACKGROU					
		I-2022183115	101-41440-42210	PROFESSIONAL BACKGROUND CHECK	207430	440.00
01-08900	THOMAS L PRICE INC					
		I-06132025	101-41440-42231	EMPLOYEE PHYS PSYCHOLOGICAL SCREENING	207489	350.00
01-09056	AMG OCCUPATIONAL MEDICI					
		I-00122333-00	101-41440-42231	EMPLOYEE PHYS LABS	207254	219.60
01-09703	AMAZON CAPITAL SERVICES					
		I-1331-VXRP-9P7N	101-41440-42600	SUPPLIES & MA TAPE,FILE JACKETS,BINDERS	207251	123.10
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	2,061.70

PACKET : 07395 07396

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
01-00517	MELISSA HOBAUGH					
		I-06302025	101-41920-42800	UTILITIES - T 2025 2ND QTR CELL PHONE	207359	33.75
01-01450	MUTH ELECTRIC INC					
		I-801017	101-41920-42520	REPAIR-CITY H REPAIR,INSTALL JUNCTION BOX	207416	168.82
01-01830	NORTHWESTERN ENERGY					
		I-2830632-2.06.25	101-41920-42810	UTILITIES-STO 5951 AIRPORT RD	207425	312.65
01-02840	TESSIERS MECHANICAL CON					
		I-30011157	101-41920-42520	REPAIR-CITY H HVAC LABOR	207488	250.00
01-06866	QUINCY SALMEN					
		I-06302025	101-41920-42800	UTILITIES - T 2025 2ND QTR CELL PHONE	207455	15.00
01-08281	VESTIS					
		I-6380292453	101-41920-42500	BLDG REPAIR-F MAT CLEANING	207506	66.84
01-09978	KEVIN DYKES					
		I-06302025	101-41920-42800	UTILITIES - T 2025 2ND QTR CELL PHONE	207322	45.00
				DEPARTMENT 1920 MUNICIPAL BUILDINGS	TOTAL:	892.06

PACKET : 07395 07396

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-2279-3945	101-41935-42615	POSTAGE POSTAGE 06.01-15.2025	207445	433.58
		I-623570	101-41935-42615	POSTAGE FLATS POSTAGE 06.01-15.2025	207445	2.29
01-03678	INTERSTATE OFFICE PRODU					
		C-01EH0865	101-41935-42640	COPY MACHINE CANARY PAPER	207368	108.60-
		I-01EH0723	101-41935-42640	COPY MACHINE LETTER 10 REAM	207368	218.10
		I-01EH0818	101-41935-42640	COPY MACHINE CANARY PAPER	207368	108.60
		I-01EH0940	101-41935-42640	COPY MACHINE PAPER	207368	43.62
01-05195	A & B BUSINESS SOLUTION					
		I-IN1271621	101-41935-42250	MANAGED PRINT CT9857-02 PAYMENT	207244	4,694.51
01-06790	DEANNA DAVIDSON					
		I-07072025	101-41935-42200	PROFESSIONAL 2ND PAYMENT	207311	450.00
01-08827	ANDREW SCHNEIDER					
		I-06302025	101-41935-42850	UTILITIES/TEL 2025 2ND QTR CELL PHONE	207459	45.00
01-09769	N-ABLE TECHNOLOGIES LTD					
		I-4362184	101-41935-42920	COMPUTER SOFT MAR 2025 DATA BACKUP & RECOVERY	207417	105.12
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						5,992.22

7/02/2025 2:44 PM
 PACKET : 07395 07396
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 2110 POLICE DEPARTMENT
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01199	STURDEVANTS AUTO VALUE					
		I-815057131	101-42110-42500	REPAIR & MAIN HALOGEN OIL FILTER H2BATTERY	207481	255.19
		I-815057482	101-42110-42500	REPAIR & MAIN FILTERS/WIPER	207481	65.85
		I-815058198	101-42110-42500	REPAIR & MAIN NEW CMOPRESSOR	207481	403.89
01-01532	FEDEX					
		I-8-896-99353	101-42110-42200	PROFESSIONAL MAILING	207329	19.06
		I-8-905-22627	101-42110-42200	PROFESSIONAL EXPRESS SERVICE	207329	30.89
01-02679	MENARD'S INC					
		I-89025	101-42110-42600	SUPPLIES BALLAST KIT,LIGHT BULBS,TOOLBO	207395	81.90
01-02684	STREICHER'S - MINNEAPOL					
		I-I1766780	101-42110-42600	SUPPLIES VEST/CARRIER	207479	1,248.17
		I-I1768308	101-42110-42600	SUPPLIES NAME TAG	207479	11.99
01-02811	JONES SUPPLIES					
		I-152384	101-42110-42600	SUPPLIES TOILET PAPER,PAPER TOWELS	207374	77.62
		I-152665	101-42110-42600	SUPPLIES T PAPER ROLL TOWEL	207374	186.93
01-03126	LIGHT & SIREN					
		I-17348	101-42110-43400	MACHINERY AND PATROL CAR LIGHTS SIREN	207387	8,571.38
01-03267	WALMART/CAPITAL ONE					
		C-4867.06102025	101-42110-42600	SUPPLIES RETURN FILTERS	207508	3.72-
		I-8858.06102025	101-42110-42600	SUPPLIES PAPER TOWELS FILTERS STAPLER	207508	23.61
01-05234	DANIEL FECHNER					
		I-06242025	101-42110-42600	SUPPLIES REIMBURSEMENT	207328	57.47
01-05325	TRITECH SOFTWARE SYSTEM					
		I-437734	101-42110-42693	COMPUTER SOFT SERVER/SOFTWARE ANNUAL RENWL	207498	22,693.04
01-06708	CDW GOVERNMENT INC					
		I-AE2II2V	101-42110-43400	MACHINERY AND ANTENNA	207282	211.49
01-06922	B & L COMMUNICATIONS					
		I-20866	101-42110-43400	MACHINERY AND INSTALL EQUIP IN NEW PATROL CA	207262	2,584.00
01-08252	CORPORATE TRANSLATION S					
		I-303299	101-42110-42200	PROFESSIONAL MAY 2025 TRANSLATION SERVICES	207383	247.83
01-08281	VESTIS					
		I-6380293330	101-42110-42200	PROFESSIONAL MAT CLEANING	207506	78.54
01-09055	FLOOR TEC					
		I-63882	101-42110-42200	PROFESSIONAL ROOM/VEHICLE CLEANING	207333	832.50
01-09180	ANDREW BECKER					

PACKET : 07395 07396

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
=====						
01-09180	ANDREW BECKER	continued				
		I-06222025	101-42110-42700	TRAVEL, CONF TRAINING	207270	138.00
01-10486	AT&T MOBILITY - POLICE					
		I-89001X06232025	101-42110-42800	TELEPHONE ACCT #2872830989001	207259	1,062.24
DEPARTMENT 2110 POLICE DEPARTMENT					TOTAL:	38,877.87

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01355	MIDWEST TURF & IRRIGATI					
		I-3952542-00	101-42130-42500	REPAIRS SHOE KIT,BRAKE ASSEMBLY	207404	216.46
		I-3952542-01	101-42130-42500	REPAIRS BRAKE ASSEMBLY	207404	768.80
01-01490	MUELLER LUMBER CO. INC.					
		I-301992	101-42130-42545	PAINT SIMPLE GREEN	207415	28.87
01-01830	NORTHWESTERN ENERGY					
		I-2581249-6.06.25	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	207425	27.24
		I-2581251-2.06.25	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	207425	24.37
		I-2582741-1.06.25	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	207425	517.95
		I-2583138-9.06.25	101-42130-42810	UTILITIES-TRA W UNIVERSITY AND NORWAY	207425	13.08
		I-2583139-7.06.25	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	207425	12.54
		I-2583145-4.06.25	101-42130-42810	UTILITIES-TRA 1522 W UNIVERSITY AVE	207425	12.36
		I-2583147-0.06.25	101-42130-42810	UTILITIES-TRA 310 W NORWAY	207425	13.08
		I-2583319-5.06.25	101-42130-42810	UTILITIES-TRA HAVENS AND MINNESOTA ST	207425	84.66
		I-2583840-0.06.25	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	207425	126.30
		I-2585321-9.06.25	101-42130-42810	UTILITIES-TRA E HAVENS AND BURR ST	207425	182.94
		I-2585416-7.06.25	101-42130-42810	UTILITIES-TRA 700 E NORWAY AVE	207425	231.35
		I-2585457-1.06.25	101-42130-42810	UTILITIES-TRA 700 E KAY AVE	207425	143.93
		I-2745956-9.06.25	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	207425	23.65
		I-2748245-4.06.25	101-42130-42810	UTILITIES-TRA BURR & SPRUCE SIGNAL LIGHTS	207425	239.86
		I-2748246-2.06.25	101-42130-42810	UTILITIES-TRA N RAMPS I 90 SIGNAL LIGHTS SGN	207425	146.22
		I-2784889-4.06.25	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	207425	12.54
		I-2784890-2.06.25	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	207425	12.54
		I-2812391-7.06.25	101-42130-42520	EMERGENCY SIR 5861 TOWER RD	207425	30.64
		I-2860182-1.06.25	101-42130-42810	UTILITIES-TRA MINNESOTA AND 16 AVE	207425	12.18
		I-2860183-9.06.25	101-42130-42810	UTILITIES-TRA MINNESOTA AND 18 AVE	207425	12.18
		I-2943370-3.06.25	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA TRAFFIC SIGN	207425	63.98
		I-2980768-2.06.25	101-42130-42810	UTILITIES-TRA 121 W HAVENS	207425	117.73
		I-3621835-2. 06.25	101-42130-42810	UTILITIES-TRA S RAMPS I 90 SIGNAL LIGHTS SGN	207425	152.57
		I-3701975-9.06.25	101-42130-42835	UTILITIES-STR N RAMPS I 90 STREET LIGHT	207425	418.79
		I-3880132-0.06.25	101-42130-42810	UTILITIES-TRA 1808 N MINNESOTA AVE SGNL	207425	105.34
		I-4242942-3.06.25	101-42130-42835	UTILITIES-STR N HWY 37 STREET LIGHTS	207425	202.45
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-7193-9	101-42130-42545	PAINT RAC V 329	207467	134.97
		I-9976-1	101-42130-42545	PAINT TRANSDUCER	207467	245.00
01-02555	TWO WAY SOLUTIONS INC					
		I-136283	101-42130-43420	RADIOS PROGRAMMING INSTALL ANTENNA	207500	935.64
01-03686	NEWMAN SIGNS INC					
		I-TRFINV060961	101-42130-43343	7TH & 1ST INT TRAFFIC SIGNS	207421	886.13
01-06045	TRAFFIC CONTROL CORPORA					
		I-158540	101-42130-42530	TRAFFIC LIGHT YELLOW HOUSING/WHITE ACTUATOR	207495	530.00
		I-158827	101-42130-42530	TRAFFIC LIGHT SOLID STATE PUSH BUTTONS	207495	576.00

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2130 TRAFFIC DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06845	RAYMOND DEAN					
		I-06302025	101-42130-42820	TELEPHONE 2025 2ND QTR CELL PHONE	207314	22.50
01-08524	HR GREEN INC					
		I-2022-8 P.E. #23	101-42130-43343	7TH & 1ST INT 2022-8 P.E. #23	207362	388.25
01-09118	MOBOTREX					
		I-2022-8R P.E. #1	101-42130-43343	7TH & 1ST INT 2022-8R P.E. #1	207414	6,146.00
01-09703	AMAZON CAPITAL SERVICES					
		I-14J9-JTN6-RW7X	101-42130-42545	PAINT PAINT MIXER	207251	381.07
DEPARTMENT 2130 TRAFFIC DEPARTMENT					TOTAL:	14,200.16

PACKET : 07395 07396

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-815057129	101-42200-42500	REPAIR & MAIN HZBATTERY	207481	576.76
		I-815057479	101-42200-42500	REPAIR & MAIN FUEL OIL FILTERS	207481	194.30
		I-815058049	101-42200-42500	REPAIR & MAIN BATTERY VOLT PIN	207481	8.49
01-01497	GRAINGER					
		I-9528024947	101-42200-42600	SUPPLIES DOOR CLOSURES	207341	237.14
01-01830	NORTHWESTERN ENERGY					
		I-2583799-8.06.25	101-42200-42810	UTILITIES 201 W 1ST AVE FIRE	207425	3,368.17
		I-3566523-1.06.25	101-42200-42810	UTILITIES 5971 AIRPORT RD BLDG 21	207425	30.82
01-02679	MENARD'S INC					
		I-88581	101-42200-42600	SUPPLIES CASCADE,DAWN	207395	89.64
		I-88935	101-42200-42500	REPAIR & MAIN BALL VALVE	207395	17.98
		I-89025	101-42200-42600	SUPPLIES BALLAST KIT,LIGHT BULBS,TOOLBO	207395	33.99
01-02811	JONES SUPPLIES					
		I-152385	101-42200-42600	SUPPLIES TOILET PAPER,TOWELS,CLEANERS	207374	224.27
01-05276	M & T FIRE AND SAFETY I					
		I-14694	101-42200-42641	PROTECTIVE CL HARNESS/HELMETS	207389	1,209.00
		I-14696	101-42200-42600	SUPPLIES ROPE EQUIPMENT	207389	2,659.00
01-06034	COLOURS 59					
		I-6488819	101-42200-43200	BUILDINGS SANDPAPER	207289	124.56
01-07045	ZACH DALRYMPLE					
		I-06302025	101-42200-42800	TELEPHONE 2025 2ND QTR CELL PHONE	207307	45.00
01-07756	CHAD CODY					
		I-06302025	101-42200-42800	TELEPHONE 2025 2ND QTR CELL PHONE	207288	45.00
01-08130	C & B OPERATIONS LLC					
		I-13288630	101-42200-42500	REPAIR & MAIN HAND PRIME	207280	40.18
01-08555	BRANDON MANCHESTER					
		I-06112025	101-42200-42640	UNIFORMS SHOES REIMBURSED	207392	84.00
01-08594	MAKE IT MINE DESIGNS					
		I-41717	101-42200-43200	BUILDINGS FIRE CLEAR DECAL	207391	108.00
01-09326	DAN POLLREISZ					
		I-06302025	101-42200-42800	TELEPHONE 2025 2ND QTR CELL PHONE	207439	45.00
		I-07012025	101-42200-43200	BUILDINGS CHAIRS	207439	320.00
01-09879	TIFFANY BOEHMER					
		I-06302025	101-42200-42800	TELEPHONE 2025 2ND QTR CELL PHONE	207274	45.00

PACKET : 07395 07396

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
01-10451	COLE PALMER					
		I-06192025	101-42200-42700	TRAVEL, CONF STATE FIRE SCHOOL	207431	46.00
01-10512	MASON BRUNS					
		I-06182025	101-42200-42700	TRAVEL, CONF STATE FIRE SCHOOL REG,MEALS	207276	86.00
				DEPARTMENT 2200 FIRE DEPARTMENT	TOTAL:	9,638.30

7/02/2025 2:44 PM
PACKET : 07395 07396
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00145	AMERICAN GARAGE DOOR CO					
	I-M44137		101-43100-42500	REPAIRS REPLACED BROKEN SPRING-STREET	207253	1,092.78
01-00210	BAILEY METAL FABRICATOR					
	I-65099		101-43100-42500	REPAIRS LABOR	207263	84.90
	PROJ: L39-42500	140		REPAIRS MAINTENANCE		
01-00262	GREAT WESTERN TIRE CO					
	I-1-657798		101-43100-42500	REPAIRS CAP,CASING STOCK.NAIL REPAIR	207343	2,263.60
01-00436	CHS FARMERS ALLIANCE					
	I-IA1093		101-43100-42500	REPAIRS TIRE REPAIR	207284	22.00
	PROJ: L72-42500	904		REPAIR MAINTENANCE		
	I-IA1339		101-43100-42500	REPAIRS MOUNT TIRES,STEMS	207284	180.00
	I-IA1663		101-43100-42500	REPAIRS TIRE REPAIR	207284	75.00
	PROJ: L58-42500	162		REPAIR MAINTENANCE		
01-00712	NAPA CENTRAL					
	I-815756		101-43100-42600	SUPPLIES RADIATOR	207418	192.73
01-00917	DAKOTA FLUID POWER INC					
	I-7345323		101-43100-42500	REPAIRS CHARGE ADAPTER,HYDAC CHARGE KT	207300	1,573.26
	PROJ: L47-42500	148		REPAIRS MAINTENANCE		
01-01117	FLEETPRIDE					
	I-126582107		101-43100-42500	REPAIRS LED BEACON	207332	260.99
	PROJ: L21-42500	121		REPAIRS MAINTENANCE		
	I-126758431		101-43100-42500	REPAIRS AIR HOSE SWIVEL ENDS ELBOW	207332	507.92
01-01198	SIGN PRO					
	I-75181		101-43100-42650	UNIFORMS T-SHIRTS SCREEN PRINT	207471	236.40
01-01199	STURDEVANTS AUTO VALUE					
	I-815057134		101-43100-42600	SUPPLIES HD OIL FLEET AIR CONSTRUCTION	207481	100.36
	PROJ: L47-42600	148		SUPPLIES MATERIALS		
	I-815057134		101-43100-42600	SUPPLIES HD OIL FLEET AIR CONSTRUCTION	207481	100.36
	PROJ: L21-42600	121		SUPPLIES MATERIALS		
	I-815058202		101-43100-42600	SUPPLIES AA ALKALINE BATTERY	207481	29.98
	I-815058607		101-43100-42500	REPAIRS AIR FILTER	207481	323.63
01-01404	MITCHELL IRON & SUPPLY					
	I-85587		101-43100-42600	SUPPLIES FLAT IRONS	207411	11.45
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
	I-85946		101-43100-42600	SUPPLIES EXTERNAL SNAP RING	207411	6.00
	PROJ: L01-42600	101		SUPPLIES/MATERIALS		
	I-86101		101-43100-42500	REPAIRS RING	207411	0.80
	PROJ: L01-42500	101		REPAIR MAINTENANCE		
01-01490	MUELLER LUMBER CO. INC.					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01490	MUELLER LUMBER CO. INC.	continued				
		I-302185	101-43100-42600	SUPPLIES BATTERY	207415	2.70
		I-302236	101-43100-42600	SUPPLIES BLUE FURNACE FILTER	207415	1.68
01-02418	SANITATION PRODUCTS INC					
		I-93408	101-43100-42500	REPAIRS BROOM	207456	3,021.74
	PROJ: L10-42500	106		REPAIR MAINTENANCE		
01-02527	TRANSOURCE					
		I-41P62559	101-43100-42500	REPAIRS BOLT ON EDGE	207496	1,615.13
	PROJ: L47-42500	148		REPAIRS MAINTENANCE		
01-02679	MENARD'S INC					
		I-88785	101-43100-42600	SUPPLIES SPRING WATER	207395	201.04
		I-88965	101-43100-42600	SUPPLIES CAULK GUN	207395	30.95
01-03099	LAWSON PRODUCTS INC					
		I-9312579416	101-43100-42600	SUPPLIES O RING COILED SPIRAL PIN	207385	274.48
01-03598	PAUL'S SANDBLASTING					
		I-859634	101-43100-42500	REPAIRS SANDBLASTED NEW TRUCK WHEELS	207432	175.00
	PROJ: L55-42500	156		REPAIR MAINTENANCE		
01-03884	COMMERCIAL ASPHALT					
		I-0022024-IN	101-43100-42620	ASPHALT MIX HOT MIX	207291	9,490.00
01-04066	TRANSWEST - SIOUX FALLS					
		I-094P13582	101-43100-42500	REPAIRS AMU GASKET	207497	11.40
	PROJ: L05-42500	104		REPAIR MAINTENANCE		
		I-094P13680	101-43100-42500	REPAIRS VALVE ABS	207497	933.29
	PROJ: L05-42500	104		REPAIR MAINTENANCE		
01-04081	STEVE ANDERSON					
		I-06302025	101-43100-42800	UTILITIES 2025 2ND QTR CELL PHONE	207256	45.00
01-04440	NATE HEGG					
		I-06182025	101-43100-42650	UNIFORMS LOGOD HOODIE REIMBURSED	207354	79.99
		I-06302025	101-43100-42800	UTILITIES 2025 2ND QTR CELL PHONE	207354	45.00
01-06034	COLOURS 59					
		I-6460084	101-43100-42600	SUPPLIES SPRAY GUN,SHEETING,RESPIRATOR	207289	1,176.68
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-6463759	101-43100-42600	SUPPLIES PAINT CUP SYSTEM	207289	90.85
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
		I-6470929	101-43100-42600	SUPPLIES URETHANE REDUCER	207289	63.33
	PROJ: L55-42600	156		SUPPLIES MATERIALS		
01-06818	STERN					
		I-0481178-IN	101-43100-42600	SUPPLIES REGULATORY COMPLIANCE	207478	4,178.95

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3100 STREET DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08558	KEVIN ROTH					
		I-06302025	101-43100-42800	UTILITIES 2025 2ND QTR CELL PHONE	207450	45.00
01-09671	PREMIER EQUIPMENT LLC					
		I-IH66851	101-43100-42600	SUPPLIES FAR SKID LATCH	207441	535.18
	PROJ: L75-42600	907		SUPPLIES MATERIALS		
01-09729	CUSTOM OUTFITTERS PLUS					
		I-16296	101-43100-42650	UNIFORMS PUNT UNIFORMS WITH LOGOS	207297	225.00
01-10414	MIDWAY SERVICE dba VOLL					
		I-81013	101-43100-42600	SUPPLIES DIESEL EXHAUST FLUID	207402	303.53
				DEPARTMENT 3100 STREET DEPARTMENT	TOTAL:	29,608.08

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3110 PUBLIC WORKS ADMIN

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00038	PICTOMETRY INTERNATIONAL					
		I-06252025	101-43110-43440	PICTOMETRY EAGLEVIEW PICTOMETRY SHARE	207437	10,605.43
01-00059	JOELLE DAMMANN					
		I-06302025	101-43110-42800	UTILITIES 2025 2ND QTR CELL PHONE	207308	45.00
01-01313	FRONTIER PRECISION INC					
		I-INV328656	101-43110-42600	SUPPLIES LATH	207336	2,400.00
01-02170	DAVISON COUNTY REGISTER					
		I-06302025	101-43110-42200	PROFESSIONAL HORSEMENS'S SPORTS AREA	207313	30.00
		I-06302025A	101-43110-42200	PROFESSIONAL ROCKWELL AGREEMENT ANNEXATION	207313	60.00
01-02804	TMA STORES					
		I-109939	101-43110-42500	REPAIRS FLAT TIRE REPAIR	207492	28.17
01-03114	SUBWAY					
		I-2/A-685494	101-43110-42750	PLANNING COMM 06.23.25 PLANNING CO	207484	62.93
01-03130	JOHN HEGG					
		I-06252025	101-43110-42700	TRAVEL CONF D TRAINING	207353	238.00
		I-06302025	101-43110-42800	UTILITIES 2025 2ND QTR CELL PHONE	207353	45.00
01-03678	INTERSTATE OFFICE PRODU					
		I-01EH0724	101-43110-42600	SUPPLIES POCKETS SLASH	207368	73.06
01-06997	TERRY JOHNSON					
		I-06302025	101-43110-42800	UTILITIES 2025 2ND QTR CELL PHONE	207372	45.00
01-09172	AAA LAWN CARE AND MAINT					
		I-958	101-43110-42916	NUISANCE ABAT NUISANCE PROPERTIES MOWING	207246	2,372.50
01-09620	JOE GALPIN					
		I-06302025	101-43110-42800	UTILITIES 2025 2ND QTR CELL PHONE	207337	45.00
01-09767	JOE SCHROEDER					
		I-06302025	101-43110-42800	UTILITIES 2025 2ND QTR CELL PHONE	207462	45.00
01-10412	JON THURMAN					
		I-06302025	101-43110-42800	UTILITIES 2025 2ND QTR CELL PHONE	207491	45.00
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	16,140.09

PACKET : 07395 07396

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
01-00449	AJY LLC dba CENTENNIAL					
		I-1538	101-43120-43300	STREET OVERLA CRAFTER HEX PAPER BLOCK	207250	1,009.70
01-01395	MITCHELL CONCRETE PRODU					
		I-110927	101-43120-43300	STREET OVERLA LANDSCAPE BLOCKS-ROCK FACE	207409	200.00
01-02153	CORY HAUSER					
		I-W0033133	101-43120-42670	CHIP SEAL AGG ROCK CHIP DAMAGE REIMBURSED	207350	313.29
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-10 P.E. #3	101-43120-43300	STREET OVERLA 2023-10 P.E. #3	207460	51,806.23
01-02642	SPENCER QUARRIES INC					
		I-2025-10 P.E. #1	101-43120-42670	CHIP SEAL AGG 2025-10 P.E. #1	207475	46,713.07
01-03565	ACP INTERNATIONAL/SA-SO					
		I-25-04109	101-43120-43300	STREET OVERLA ALUMINUM POLES,SIGN MATERIALS	207247	3,274.80
01-03884	COMMERCIAL ASPHALT					
		I-2025-15 P.E. #1	101-43120-43300	STREET OVERLA 2025-15 P.E. #1	207291	13,743.75
01-06964	SFC CIVIL CONSTRUCTORS					
		I-2023-23 P.E. #1	101-43120-43312	WEST END BRID 2023-23 P.E. #1	207466	19,970.64
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						137,031.48

PACKET : 07395 07396
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3150 STORM DRAINAGE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02485	SCHOENFELDER CONSTRUCTI					
	I-2023-10 P.E. #3	101-43150-43343	2ND, 4TH, & R 2023-10 P.E. #3		207460	35,865.85
01-02939	DEPARTMENT OF AGRICULTU					
	I-SDROOA241	101-43150-42200	PROF FEES/SER SDROOA241 STORMWATER		207317	200.00
	I-SDROOB408	101-43150-42200	PROF FEES/SER SDROOB408 STORMWATER		207317	600.00
DEPARTMENT 3150 STORM DRAINAGE					TOTAL:	36,665.85

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3700 CEMETERY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2080955	101-43700-42603	WEED EATERS S EDGER FC STRAIGHT	207451	448.99
		I-2083036	101-43700-42600	SUPPLIES & MA CLEVIS PIN HANDLE	207451	13.98
		I-2089878	101-43700-42650	UNIFORMS POLO TECH GRAPHITE	207451	135.00
01-00436	CHS FARMERS ALLIANCE					
		I-IG2640	101-43700-42610	GAS & FUEL UNLEADED BLEND GAS	207284	519.14
		I-IG2665	101-43700-42610	GAS & FUEL RUBY FIELDMASTER	207284	145.02
		I-IG2666	101-43700-42610	GAS & FUEL RUBY FIELDMASTER	207284	610.62
01-00712	NAPA CENTRAL					
		I-815972	101-43700-42600	SUPPLIES & MA BELT	207418	58.75
		I-816021	101-43700-42600	SUPPLIES & MA AIR FUEL FILTERS	207418	56.73
01-00936	DOUG CUNNINGHAM					
		I-06302025	101-43700-42800	UTILITIES 2025 2ND QTR CELL PHONE	207296	45.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815058151	101-43700-42600	SUPPLIES & MA ALTERNATOR	207481	275.99
		I-815058515	101-43700-42600	SUPPLIES & MA LAWN GARDEN BELT TIRE REPAIR	207481	87.77
01-01355	MIDWEST TURF & IRRIGATI					
		I-3952763-00	101-43700-42600	SUPPLIES & MA FILTER FUEL WATER/OIL	207404	158.15
01-01395	MITCHELL CONCRETE PRODU					
		I-110955	101-43700-42600	SUPPLIES & MA CONCRETE PRE MIX	207409	52.50
01-01404	MITCHELL IRON & SUPPLY					
		I-86122	101-43700-42600	SUPPLIES & MA HEX HEAD CAP CRREW	207411	2.66
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.06.25	101-43700-42800	UTILITIES 700 W 23RD AVE	207425	149.20
		I-2581641-4.06.25	101-43700-42800	UTILITIES W 23RD	207425	15.05
		I-2939180-2.06.25	101-43700-42800	UTILITIES 825 INDIAN VILLAGE RD	207425	210.34
01-08281	VESTIS					
		I-6380294489	101-43700-42600	SUPPLIES & MA MAT	207506	33.26
01-09058	SITEONE LANDSCAPE SUPPL					
		I-154788890-001	101-43700-42602	CHEMICALS LESCO SEED STARTER	207472	529.22
DEPARTMENT 3700 CEMETERY					TOTAL:	3,547.37

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 4120 ANIMAL CONTROL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
	I-2719777-1.06.25	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG		207425	90.31
01-03267	WALMART/CAPITAL ONE					
	I-8858.06102025	101-44120-42600	SUPPLIES CAT FOOD		207508	20.52
01-09865	MITCHELL ANIMAL RESCUE					
	I-07012025	101-44120-42900	IMPOUNDING DO JULY 2025 MANAGEMENT		207408	350.00
DEPARTMENT 4120 ANIMAL CONTROL					TOTAL:	460.83

07/02/2025 2:44 PM
PACKET : 07395 07396
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 5500 LIBRARY
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 22

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00049	WORLD ARCHIVES					
		I-274853	101-45500-42691	DATABASE SYS NEWSPAPER DATABASE	207509	1,382.00
01-00553	DEMCO INC					
		I-7656229	101-45500-42600	SUPPLIES & MA FILAMENT TAPE,BOOK TAPE,JACKET	207316	307.54
01-01015	INGRAM LIBRARY SERVICES					
		I-88392711	101-45500-43420	BOOKS BOOKS	207365	36.78
		I-88392712	101-45500-43420	BOOKS BOOKS	207365	103.14
		I-88415113	101-45500-43420	BOOKS BOOKS	207365	142.14
		I-88442928	101-45500-43420	BOOKS BOOKS	207365	382.70
		I-88477602	101-45500-43420	BOOKS BOOKS	207365	684.11
		I-88477603	101-45500-43420	BOOKS BOOKS	207365	146.35
		I-88508678	101-45500-43420	BOOKS BOOKS	207365	374.39
		I-88595955	101-45500-43420	BOOKS BOOKS	207365	346.75
		I-88616579	101-45500-43420	BOOKS BOOKS	207365	64.78
		I-88662616	101-45500-43420	BOOKS BOOKS	207365	68.38
		I-88695995	101-45500-43420	BOOKS BOOK	207365	22.49
		I-88721191	101-45500-43420	BOOKS BOOKS	207365	488.27
		I-88745799	101-45500-43420	BOOKS BOOKS	207365	136.47
		I-88800082	101-45500-43420	BOOKS BOOKS	207365	140.76
		I-88853835	101-45500-43420	BOOKS BOOKS	207365	80.51
01-01830	NORTHWESTERN ENERGY					
		I-2585828-3.06.25	101-45500-42800	UTILITIES 221 N DUFF ST	207425	3,131.99
01-02679	MENARD'S INC					
		I-88314	101-45500-42600	SUPPLIES & MA PENS,LEGAL PAD	207395	15.94
		I-88984	101-45500-42600	SUPPLIES & MA BATTERIES,MAGNETS	207395	29.73
01-02811	JONES SUPPLIES					
		I-152376	101-45500-42600	SUPPLIES & MA CELL BATTERIES,AIR FILTERS	207374	107.52
		I-152652	101-45500-42600	SUPPLIES & MA AIR FILTER	207374	86.26
01-03745	SMART APPLE MEDIA					
		I-ARG2000108	101-45500-43420	BOOKS CHILDREN'S BOOKS	207473	367.58
		I-ARU0385664	101-45500-43420	BOOKS CHILDREN'S BOOKS	207473	183.64
01-05088	BLACKSTONE PUBLISHING					
		I-2198687	101-45500-43421	AUDIO-VISUAL AUDIOBOOKS	207273	164.73
01-06583	BAKER & TAYLOR					
		I-2039135861	101-45500-43420	BOOKS CHILDREN'S BOOKS	207264	59.73
01-08281	VESTIS					
		I-6380294501	101-45500-42600	SUPPLIES & MA MAT SERVICE	207506	63.95
01-09633	STAPLES					
		I-6034017110	101-45500-42600	SUPPLIES & MA PENS	207477	4.75

PACKET : 07395 07396

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
=====						
01-09633	STAPLES		continued			
		I-6034386800	101-45500-42600	SUPPLIES & MA TIME CARDS	207477	58.24
01-10205	KEVIN KENKEL					
		I-06302025	101-45500-42800	UTILITIES 2025 2ND QTR CELL PHONE	207377	45.00
DEPARTMENT 5500 LIBRARY						TOTAL: 9,226.62

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 6500 ECONOMIC DEVELOPMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02840	TESSIERS MECHANICAL CON					
		I-30011123	101-46500-43100	PROPERTY ACQU HVAC LABOR	207488	495.00
01-06952	BRITTANY MAAS					
		I-06272025	101-46500-43100	PROPERTY ACQU REFUND OF DEPOSIT	207390	675.00
				DEPARTMENT 6500 ECONOMIC DEVELOPMENT	TOTAL:	1,170.00
				FUND 101 GENERAL	TOTAL:	309,802.86

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00210	BAILEY METAL FABRICATOR					
		I-65017	201-45110-42500	REPAIR & MAIN WELD BRACKET ON POOL VACUUM	207263	52.50
	PROJ: J50-RM-EQUIP	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-EQUIPMENT		
01-00445	CITY OF MITCHELL					
		I-04.000950.00.06.25	201-45110-42850	UTILITIES-AQU HITCHCOCK POOL	207286	18.62
	PROJ: J50-ELE/GAS	OUTDOOR AQUATIC CENTER		UTILITIES-ELECTRIC/GAS		
01-00520	HAWKINS INC					
		I-7080879	201-45110-42602	POOL CHEMICAL CALCIUM CHLORIDE, HYDROCHLORIC	207351	1,427.58
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
		I-7083314	201-45110-42500	REPAIR & MAIN AZONE, INJECTION VALVE, ADAPTER	207351	93.43
	PROJ: J50-RM-PLUMB	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-PLUMBING		
		I-7083314	201-45110-42602	POOL CHEMICAL AZONE, INJECTION VALVE, ADAPTER	207351	1,358.87
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
		I-7090337	201-45110-42602	POOL CHEMICAL SODIUM BICARBONATE	207351	3,843.02
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
		I-7097645	201-45110-42602	POOL CHEMICAL CHEMICAL	207351	3,289.62
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
		I-7097678	201-45110-42602	POOL CHEMICAL CHEMICAL	207351	206.00
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
01-00539	KEVIN DEVRIES					
		I-06302025	201-45110-42800	UTILITIES 2025 2ND QTR CELL PHONE	207318	22.50
01-01193	KROHMER PLUMBING INC					
		I-90428	201-45110-42500	REPAIR & MAIN LABOR WORK ON POOL. HEATERS	207380	187.76
	PROJ: J50-RM-PLUMB	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-PLUMBING		
01-01830	NORTHWESTERN ENERGY					
		I-2868739-0.06.25	201-45110-42850	UTILITIES-AQU 1201 E HANSON ST POOL	207425	2,111.87
	PROJ: J50-ELE/GAS	OUTDOOR AQUATIC CENTER		UTILITIES-ELECTRIC/GAS		
01-02560	PEPSI COLA COMPANY					
		I-97820610	201-45110-42601	CONCESSION SU POP	207433	1,425.48
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
		I-97820644	201-45110-42601	CONCESSION SU POP	207433	452.10
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
		I-97821543	201-45110-42601	CONCESSION SU POP	207433	2,425.70
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
01-02679	MENARD'S INC					
		I-88027	201-45110-42500	REPAIR & MAIN LIGHT BULBS, PRESSURE GAUGE	207395	381.39
	PROJ: J50-RM-EQUIP	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-EQUIPMENT		
		I-88486	201-45110-42600	SUPPLIES & MA RUBBER TSTEM	207395	35.96
	PROJ: J51-SM-EQUIP	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-EQUIPMENT		
01-02790	SUN GOLD SPORTS LLC					
		I-33391	201-45110-42250	PROGRAMMING S PROGRAM LOGOD SHIRTS	207485	908.60
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02811	JONES SUPPLIES					
		I-152447	201-45110-42605	SUPPLIES & MA T-PAPER,TOWELS,LINERS,CLEANERS	207374	838.55
	PROJ: J50-SM-BLDG	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-BLDG		
01-02987	DAKOTA WESLEYAN ATHLETI					
		I-06162025	201-45110-42250	PROGRAMMING S DWU BASEBALL PROGRAM	207303	1,706.32
01-03267	WALMART/CAPITAL ONE					
		I-8775.06062025	201-45110-42600	SUPPLIES & MA TISSUE FEATHERS SHELLS CANDY	207508	131.57
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
		I-8775.06092025	201-45110-42600	SUPPLIES & MA 5 GAL HD JUG	207508	28.97
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
		I-8775.06232025	201-45110-42600	SUPPLIES & MA SPEAKERS	207508	15.75
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
		I-8775.06252025	201-45110-42600	SUPPLIES & MA POPSICLE	207508	19.48
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-03332	ASSOCIATED SUPPLY COMPA					
		I-A106657	201-45110-42600	SUPPLIES & MA MOLDED FLOW CELL,ROTARY SWITCH	207257	516.92
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-GENERAL		
01-03567	YOUR SHOP					
		I-06302025	201-45110-42250	PROGRAMMING S PROGRAM SERVICES	207510	519.39
01-03700	CORE-MARK US LLC					
		I-2166698	201-45110-42601	CONCESSION SU HOT DOGS,ICE CREAM,BUNS,CANDY	207293	2,258.27
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
		I-2178100	201-45110-42601	CONCESSION SU CANDY,CHIPS,HOT DOGS,CHEESE	207293	2,153.61
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
		I-2190568	201-45110-42601	CONCESSION SU CANDY,HOT DOGS,ICE CREAM,BUNS	207293	1,613.89
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
		I-2196345	201-45110-42601	CONCESSION SU CHIPS	207293	177.80
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
		I-2202699	201-45110-42601	CONCESSION SU CONCESIONS	207293	3,044.59
	PROJ: J50-CONCESS	OUTDOOR AQUATIC CENTER		CONCESSIONS		
01-08101	JAMIE HENKEL					
		I-06302025	201-45110-42800	UTILITIES 2025 2ND QTR CELL PHONE	207355	45.00
01-08934	ADAM FOSNESS					
		I-06302025	201-45110-42800	UTILITIES 2025 2ND QTR CELL PHONE	207335	30.00
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2468450525	201-45110-42300	PUBLISHING BROCHURE ADVERTISING	207334	460.00
	PROJ: J55-DAILY	P&A PUBLISHING		PUBLISHING-DAILY REPUBLIC		
01-09556	DAKOTA WESLEYAN TRACK &					
		I-06162025	201-45110-42250	PROGRAMMING S DWU TRACK PROGRAM	207304	1,941.10

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5110 RECREATION & AQUATICS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09703	AMAZON CAPITAL SERVICES					
		I-1FT6-4HDC-RYH7	201-45110-42600	SUPPLIES & MA TENNIS BALLS	207251	183.12
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-10442	NATURAL FORMULATIONS					
		I-300900	201-45110-42605	SUPPLIES & MA SHAMPOO CONCENTRATE KITS	207419	141.05
	PROJ: J50-SM-JANIT	OUTDOOR AQUATIC CENTER		SUPPLIES/MATERIAL-JANITORIAL		
DEPARTMENT 5110 RECREATION & AQUATICS					TOTAL:	34,066.38

7/02/2025 2:44 PM		REGULAR DEPARTMENT PAYMENT REGISTER				PAGE: 28	
PACKET : 07395 07396							
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	
=====							
01-01830	NORTHWESTERN ENERGY						
		I-2580493-1.06.25	201-45140-42800	UTILITIES 1300 N MAIN	207425	4,271.10	
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS			
01-02602	PUBLIC HEALTH LABORATOR						
		I-10621840	201-45140-42602	CHEMICALS CHEMICAL	207444	60.00	
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS			
01-02679	MENARD'S INC						
		I-88384	201-45140-42600	SUPPLIES & MA FLAT WASHER,BOLT,LOCKNUT	207395	8.46	
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG			
01-02880	THUNE TRUE VALUE & APPL						
		I-A596909	201-45140-42500	REPAIR & MAIN SOLV BALL VALVE	207490	16.99	
	PROJ: J06-RM-BLDG	REC CTR-GENERAL BLDG		REPAIR/MAINT-BUILDING			
		I-B304550	201-45140-42600	SUPPLIES & MA MEASURING GLASS	207490	5.99	
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG			
01-04293	JCL SOLUTIONS						
		I-2008078	201-45140-42600	SUPPLIES & MA BOWL CLEANER,TOWELS,SCREENS	207371	278.46	
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL			
01-04821	SHAWN LACHNIT						
		I-06302025	201-45140-42800	UTILITIES 2025 2ND QTR CELL PHONE	207381	45.00	
01-04950	MIDCONTINENT COMMUNICAT						
		I-BIL-551230	201-45140-42300	PUBLISHING ADVERTISING	207401	95.00	
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO			
01-06627	THOMAS GULLEDGE						
		I-06302025	201-45140-42800	UTILITIES 2025 2ND QTR CELL PHONE	207344	45.00	
01-09633	STAPLES						
		I-6033947848	201-45140-42600	SUPPLIES & MA TISSUE SNTZR	207477	93.35	
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL			
		I-6034525589	201-45140-42600	SUPPLIES & MA TAPE	207477	24.04	
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG			
		I-6035529922	201-45140-42600	SUPPLIES & MA DETERGENT GLOVES ENVELOPES	207477	141.18	
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG			
		I-603559521	201-45140-42600	SUPPLIES & MA LAMINATING POUCH	207477	25.98	
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG			
		I-6035684310	201-45140-42600	SUPPLIES & MA DETERGENT	207477	30.82	
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG			
01-10442	NATURAL FORMULATIONS						
		I-300900	201-45140-42600	SUPPLIES & MA SHAMPOO CONCENTRATE KITS	207419	141.05	
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG			
DEPARTMENT 5140 RECREATION CENTER					TOTAL:	5,282.42	

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00404	NOLAN TEGELS					
		I-06302025	201-45160-42800	UTILITIES 2025 2ND QTR CELL PHONE	207487	45.00
01-00424	RUNNINGS SUPPLY INC					
		I-2074397	201-45160-42600	SUPPLIES & MA SPRAY GUN HOSE CLAMP	207451	20.98
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-2077956	201-45160-42600	SUPPLIES & MA UPG SEALED BATTERY	207451	49.98
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-2084936	201-45160-42600	SUPPLIES & MA 15"BOOT MUDS PVC CHEM	207451	39.99
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IA1687	201-45160-42610	GAS & FUEL PROPANE BOTTLE FILL	207284	27.97
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-00525	DAKOTA PUMP LLC					
		I-19401	201-45160-42500	REPAIR & MAIN REPLACED MECHANICAL SEAL	207301	3,845.72
	PROJ: H07-42500	PEPSI COMPLEX		REPAIR/MAINTENANCE		
01-00940	HARVE'S SPORT SHOP					
		I-0002701	201-45160-42600	SUPPLIES & MA BURY HOME SOLID HOME PLATE	207349	294.98
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-00985	HONDA OF MITCHELL					
		I-15575	201-45160-42600	SUPPLIES & MA INTERMOUNTAIN STIHL	207361	146.90
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-5799	201-45160-42603	SMALL EQUIPME INTERMOUNTAIN STIHL	207361	741.00
	PROJ: H01-42603	SPORTS COMPLEX EQUIPMENT		SMALL EQUIPMENT		
01-01075	JOHNSON CONTROLS					
		I-1-135883588001	201-45160-42500	REPAIR & MAIN CONDENSER FAN	207373	1,877.82
	PROJ: H13-42500	ARENA-SOUTH RINK		REPAIR-MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815057518	201-45160-42600	SUPPLIES & MA BATTERY	207481	52.99
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-815057588	201-45160-42500	REPAIR & MAIN H2BATTERY ASM	207481	114.99
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
		I-815057589	201-45160-42600	SUPPLIES & MA GUN GREASE PISTOL	207481	109.90
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-01395	MITCHELL CONCRETE PRODU					
		I-111066	201-45160-42600	SUPPLIES & MA ROCK	207409	330.64
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-01450	MUTH ELECTRIC INC					
		I-800772	201-45160-42500	REPAIR & MAIN CAMP ARROYA TEST MOTOR,WIRES	207416	355.81
	PROJ: H07-42500	PEPSI COMPLEX		REPAIR/MAINTENANCE		
		I-801196	201-45160-42500	REPAIR & MAIN CABLES SPICED	207416	372.00
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5160 SPORTS COMPLEXES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01819	NORTHWEST PIPE FITTINGS					
	I-466159	201-45160-42600	SUPPLIES & MA FALCON SERIES,DIAPHRAGM ASSY	207424	1,847.64	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
	I-466971	201-45160-42600	SUPPLIES & MA BOES,TEES,COUPLINGS,BUSHINGS	207424	967.27	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
01-01830	NORTHWESTERN ENERGY					
	I-2579141-9.06.25	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	207425	4,742.33	
	PROJ: H06-42800	ARENA-NORTH RINK	UTILITIES			
	I-2834109-7.06.25	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	207425	513.82	
	PROJ: H04-42800	BASEBALL	UTILITIES			
	I-2991007-2.06.25	201-45160-42800	UTILITIES 1001N MINNESOTA GMTR	207425	997.48	
	PROJ: H06-42800	ARENA-NORTH RINK	UTILITIES			
01-01944	PFEIFER IMPLEMENT CO IN					
	I-01-195836	201-45160-42500	REPAIR & MAIN BELT WALL BIN SHELF	207436	338.31	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
01-01964	DAKOTA SUPPLY GROUP					
	I-S104759996.001	201-45160-42500	REPAIR & MAIN UTILITY WATER HEATER	207302	430.53	
	PROJ: H04-42500	BASEBALL	REPAIR/MAINTENANCE			
	I-S104760403.001	201-45160-42600	SUPPLIES & MA COUPLINGS,BUSHINGS,PIPES	207302	178.73	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
	I-S104782134.001	201-45160-42603	SMALL EQUIPME BRUSHLESS STICK TRANSFER PUMP	207302	399.00	
	PROJ: H05-42603	SOFTBALL	SMALL EQUIPMENT			
	I-S104813307.001	201-45160-42600	SUPPLIES & MA PVC CEMENT	207302	49.67	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
01-02480	SPN & ASSOCIATES					
	I-2025-23 P.E. #4	201-45160-43300	CAPITAL IMPRO 2025-23 P. E. #4	207476	853.75	
	I-2025-23 P.E. #5	201-45160-43300	CAPITAL IMPRO 2025-23 P.E. #5	207476	960.00	
01-02679	MENARD'S INC					
	I-88651	201-45160-42600	SUPPLIES & MA DUTY TARP	207395	21.16	
	PROJ: H04-42600	BASEBALL	SUPPLIES/MATERIALS			
01-02804	TMA STORES					
	I-109713	201-45160-42500	REPAIR & MAIN LABOR INSTALL TUBE	207492	36.22	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
	I-109885	201-45160-42500	REPAIR & MAIN LOOSE FLAT REPAIR	207492	28.17	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
01-02811	JONES SUPPLIES					
	I-152348	201-45160-42600	SUPPLIES & MA T PAPER	207374	157.65	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
	I-152391	201-45160-42600	SUPPLIES & MA T-PAPER	207374	126.12	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
	I-152428	201-45160-42600	SUPPLIES & MA T PAPER	207374	126.12	
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02880	THUNE TRUE VALUE & APPL					
	I-B302909	201-45160-42600	SUPPLIES & MA DRAIN		207490	13.99
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
01-03490	VAN WALL EQUIPMENT INC					
	I-6604256	201-45160-42500	REPAIR & MAIN COMPRESSOR KIT		207504	477.29
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
	I-6610893	201-45160-42500	REPAIR & MAIN RADIATOR		207504	480.75
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
01-03588	ZIMCO SUPPLY CO					
	I-208245	201-45160-42602	CHEMICALS EPEC60 EPEC120 50#BAG		207511	9,280.00
	PROJ: H07-42602	PEPSI COMPLEX	CHEMICALS			
01-06290	TURFWERKS					
	I-EI20830	201-45160-42600	SUPPLIES & MA PART TURF NT		207499	45.06
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE			
01-06698	BEACON ATHLETICS LLC					
	I-0614838-IN	201-45160-42600	SUPPLIES & MA MISSILE MARKERS		207268	129.00
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
01-08130	C & B OPERATIONS LLC					
	I-13286430	201-45160-42600	SUPPLIES & MA FLANGE BOLT LOCK NUT WASHER		207280	838.08
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE			
	I-13296231	201-45160-42600	SUPPLIES & MA FLANGE BOLT		207280	31.92
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE			
01-09035	TYLER VETCH					
	I-06302025	201-45160-42800	UTILITIES 2025 2ND QTR CELL PHONE		207507	45.00
01-09076	ROGER PREWETT II					
	I-06302025	201-45160-42800	UTILITIES 2025 2ND QTR CELL PHONE		207443	45.00
01-09633	STAPLES					
	I-6034452907	201-45160-42600	SUPPLIES & MA LABELS		207477	214.16
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
01-09703	AMAZON CAPITAL SERVICES					
	I-119X-Y9TK-1GH7	201-45160-42600	SUPPLIES & MA MAILING LABELS		207251	44.37
	PROJ: H13-42600	ARENA-SOUTH RINK	SUPPLIES-MAINTENANCE			
	I-1YPF-RRKM-3KDC	201-45160-42600	SUPPLIES & MA TWO WAY RADIO 6 PACK		207251	61.32
	PROJ: H05-42600	SOFTBALL	SUPPLIES/MATERIALS			
01-10154	SCHOENFELDER PORTABLES					
	I-4463	201-45160-42500	REPAIR & MAIN RENTAL TENNIS COURTS PICKED UP	207461		300.00
	PROJ: H04-42500	BASEBALL	REPAIR/MAINTENANCE			
01-10446	JESSE SCHLIMGEN					

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5160 SPORTS COMPLEXES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10446	JESSE SCHLIMGEN		continued			
		I-06302025	201-45160-42800	UTILITIES 2025 2ND QTR CELL PHONE	207458	45.00
DEPARTMENT 5160 SPORTS COMPLEXES						TOTAL: 33,251.58

PACKET : 07395 07396

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
01-02880	THUNE TRUE VALUE & APPL					
		I-A597380	201-45165-42600	SUPPLIES BLEACH	207490	7.29
01-03700	CORE-MARK US LLC					
		I-2175829	201-45165-42610	COST OF GOODS FRANKS,FLAVOR ICE,BUNS,DORITOS	207293	778.00
		I-2187527	201-45165-42610	COST OF GOODS PAPER TOWEL FREEZER BARS NAPKI	207293	790.50
		I-2200228	201-45165-42610	COST OF GOODS SEEDS FRANKS HOT DOG BUNS	207293	1,474.22
				DEPARTMENT 5165 CADWELL CONCESSIONS	TOTAL:	3,050.01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-3945	201-45210-42300	PUBLISHING POSTAGE 06.01-15.2025	207445	0.73
01-00424	RUNNINGS SUPPLY INC					
		I-2078582	201-45210-42600	SUPPLIES & MA LEVER,LOPPER,PRUNER,PLUG	207451	235.71
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2079283	201-45210-42600	SUPPLIES & MA BLADE STEEL,FLUSH	207451	26.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2083365	201-45210-42600	SUPPLIES & MA EYE BOLT	207451	35.95
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IG2641	201-45210-42610	GAS & FUEL UNLEADED BLEND GAS	207284	2,298.50
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
		I-IG2667	201-45210-42610	GAS & FUEL RUBY FIELDMASTER	207284	1,991.52
	PROJ: H50-42610	PARKS EQUIPMENT		GAS/FUEL		
01-00538	DALE'S A-1 TRANSMISSION					
		I-44792	201-45210-42500	REPAIR & MAIN TRANSMISSION REBUILD	207306	2,964.95
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-00671	VAN DIEST SUPPLY CO					
		I-226132	201-45210-42602	CHEMICALS TURF KING	207503	1,155.00
	PROJ: H87-42602	PATTON YOUNG		CHEMICALS		
		I-229658	201-45210-42900	MOSQUITO PROG FORMULATING OIL BIOMIST	207503	6,090.15
	PROJ: H51-42900	PARK SHOP		MOSQUITO PROGRAM		
		I-229659	201-45210-42900	MOSQUITO PROG ALTOSID BRIQUETS	207503	1,104.00
	PROJ: H51-42900	PARK SHOP		MOSQUITO PROGRAM		
01-01036	REXWINKEL CONCRETE INC.					
		I-2023-14 P.E. #3	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #3	207448	63,957.56
01-01054	JAMES VALLEY LANDSCAPE					
		I-20006471	201-45210-42600	SUPPLIES & MA PLANTING AT HITCHCOCK PARK	207370	8,632.07
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-2006467	201-45210-42600	SUPPLIES & MA GARDEN MATERIALS	207370	687.62
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
		I-2006472	201-45210-42600	SUPPLIES & MA GARDEN SUPPLIES	207370	1,509.38
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
		I-2006473	201-45210-42600	SUPPLIES & MA STREET PLANTERS	207370	2,025.41
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
		I-2006486	201-45210-42600	SUPPLIES & MA MULCH PLAYGROUND	207370	19,242.00
	PROJ: H54-42600	DOTY PARK		SUPPLIES/MATERIALS		
01-01193	KROHMER PLUMBING INC					
		I-90253	201-45210-42500	REPAIR & MAIN INSTALL NEW HOT WATER HEATER	207380	1,216.03
	PROJ: H77-42500	SPORTSMANS CLUB		REPAIR/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01199	STURDEVANTS AUTO VALUE	continued				
		I-815057130	201-45210-42500	REPAIR & MAIN CABIN AIR FILTER	207481	19.90
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815057133	201-45210-42500	REPAIR & MAIN HD OIL	207481	23.10
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815057480	201-45210-42500	REPAIR & MAIN AIR OIL FILTER	207481	27.84
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815057483	201-45210-42500	REPAIR & MAIN IGNITION SWITCH	207481	225.97
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01395	MITCHELL CONCRETE PRODU					
		I-110943	201-45210-42600	SUPPLIES & MA 5 BAG WRDA STIFF	207409	168.00
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-01404	MITCHELL IRON & SUPPLY					
		I-85872	201-45210-42500	REPAIR & MAIN LABOR	207411	25.00
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-85873	201-45210-42500	REPAIR & MAIN KEYSTOCK	207411	9.10
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-2997129-8.06.25	201-45210-42800	UTILITIES 800 E 11TH AVE	207425	50.23
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S104774196.001	201-45210-42600	SUPPLIES & MA ADAPTER,CEMENT,PRIMER	207302	74.06
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-S104774196.002	201-45210-42600	SUPPLIES & MA PVC TEES	207302	130.86
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-S104774196.003	201-45210-42600	SUPPLIES & MA PVC ELBOWS	207302	79.08
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-S104774196.004	201-45210-42600	SUPPLIES & MA PVC BUSHINGS	207302	53.91
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-S104780042.001	201-45210-42600	SUPPLIES & MA TEFLON TAPE	207302	14.11
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-02480	SPN & ASSOCIATES					
		I-2023-14 P.E. #14	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #14	207476	1,817.45
		I-2023-14 P.E. #15	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #15	207476	7,335.93
01-02527	TRANSOURCE					
		I-41P62557	201-45210-42500	REPAIR & MAIN BOLT ON EDGE SQUARE NECK SCREW	207496	1,242.30
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-7083-2	201-45210-42600	SUPPLIES & MA GALLON YELLOW	207467	31.95
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-7396-8	201-45210-42600	SUPPLIES & MA WDSCAPES	207467	238.38
	PROJ: H60-42600	NORTHRIDGE PARK		SUPPLIES/MATERIALS		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02537	SHERWIN-WILLIAMS COMPAN	continued				
		I-9797-1	201-45210-42600	SUPPLIES & MA PAINT	207467	183.28
	PROJ: H55-42600	DRY RUN CREEK PARK		SUPPLIES/MATERIALS		
		I-9896	201-45210-42600	SUPPLIES & MA WDSCAPES LODGE BROWN	207467	201.80
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-9966-2	201-45210-42600	SUPPLIES & MA LODGE BROWN	207467	201.80
	PROJ: H55-42600	DRY RUN CREEK PARK		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-88249	201-45210-42600	SUPPLIES & MA WIRE PAINT FRAME,COVER	207395	31.92
	PROJ: H55-42600	DRY RUN CREEK PARK		SUPPLIES/MATERIALS		
		I-88264	201-45210-42600	SUPPLIES & MA LANDSCAPE BLOCKS	207395	34.79
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-88276	201-45210-42600	SUPPLIES & MA S-HOOK OPEN	207395	35.80
	PROJ: H85-42600	LAKE MITCHELL WATER		SUPPLIES-MAINTENANCE		
		I-88386	201-45210-42600	SUPPLIES & MA BRUSH,COVER	207395	38.96
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-88413A	201-45210-42600	SUPPLIES & MA GRAY RUSTIC SOLID	207395	17.52
	PROJ: H58-42600	JENNEWEIN PARK		SUPPLIES/MATERIALS		
		I-88465	201-45210-42600	SUPPLIES & MA TRAY LINERS,COVER	207395	50.95
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-88494A	201-45210-42600	SUPPLIES & MA ACRYLIC SHEET	207395	18.28
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-88585	201-45210-42600	SUPPLIES & MA GARBAGE BAGS,CLEANERS	207395	170.90
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
		I-88593	201-45210-42600	SUPPLIES & MA W&D SIL,CORNER BRACE	207395	9.24
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-88630	201-45210-42600	SUPPLIES & MA TRAY LINERS,TRAYS,BRUSHES	207395	103.29
	PROJ: H55-42600	DRY RUN CREEK PARK		SUPPLIES/MATERIALS		
		I-88652	201-45210-42600	SUPPLIES & MA ACRYLIC SHEET,FURRING	207395	19.60
	PROJ: H60-42600	NORTHRIDGE PARK		SUPPLIES/MATERIALS		
		I-88781	201-45210-42600	SUPPLIES & MA WOOD	207395	14.26
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-88813	201-45210-42600	SUPPLIES & MA THERM/HYGRO	207395	2.99
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-02804	TMA STORES					
		I-109613	201-45210-42500	REPAIR & MAIN TUBE REPAIR	207492	33.36
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-109770	201-45210-42500	REPAIR & MAIN TIRES LABOR	207492	172.64
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-109795	201-45210-42500	REPAIR & MAIN CARL TURF SAVER TIRE MOUNTING	207492	136.10
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02880	THUNE TRUE VALUE & APPL					
		I-A595435	201-45210-42600	SUPPLIES & MA NUTS AND BOLTS	207490	2.75
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
01-08371	BRAD GATES					

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08371	BRAD GATES		continued			
		I-06302025	201-45210-42800	UTILITIES 2025 2ND QTR CELL PHONE	207338	45.00
01-09633	STAPLES					
		I-6033947832	201-45210-42600	SUPPLIES & MA WIPERS TISSUE MOP HANDLE	207477	422.46
	PROJ: H77-42600		SPORTSMANS CLUB	SUPPLIES/MATERIALS		
		I-6033947833	201-45210-42600	SUPPLIES & MA MOP	207477	21.96
	PROJ: H87-42600		PATTON YOUNG	SUPPLIES-MAINTENANCE		
01-10154	SCHOENFELDER PORTABLES					
		I-4463	201-45210-42600	SUPPLIES & MA RENTAL TENNIS COURTS PICKED UP	207461	360.00
	PROJ: H56-42600		HITCHCOCK PARK	SUPPLIES/MATERIALS		
01-10442	NATURAL FORMULATIONS					
		I-300900	201-45210-42600	SUPPLIES & MA SHAMPOO CONCENTRATE KITS	207419	564.22
	PROJ: H56-42600		HITCHCOCK PARK	SUPPLIES/MATERIALS		
01-10453	BRADY ANDERA					
		I-06302025	201-45210-42800	UTILITIES 2025 2ND QTR CELL PHONE	207255	45.00
				DEPARTMENT 5210 PARKS	TOTAL:	127,679.59
				FUND 201 PARK FUND	TOTAL:	203,329.98

PACKET : 07395 07396

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
01-06959	BROSZ ENGINEERING INC					
		I-2023-3 P.E. #25	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #25	207275	27,032.50
01-07801	SOUKUP CONSTRUCTION INC					
		I-2023-3 P.E. #9	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #9	207474	178,533.03
01-10161	SHIVE-HATTERY, INC					
		I-2023-3 P.E. #11	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #11	207468	1,386.00
01-10365	DUCKS UNLIMITED, INC					
		I-2021-18 P.E. #6	203-45220-43300	LAKE IMPROVEM #2021-18 P.E. #6	207321	45,999.91
01-10410	BARR ENGINEERING CO INC					
		I-2021-20 P.E.#PH240	203-45220-43300	LAKE IMPROVEM 2021-20 P.E.#PH240	207265	18,377.42
DEPARTMENT 5220 LAKE					TOTAL:	271,328.86
FUND 203 LAKE MITCHELL					TOTAL:	271,328.86

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 209 BUSINESS IMPROV DIST #4

DEPARTMENT: 6530 BUSINESS IMPROV #4

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04678	LAKEVIEW GOLF COURSE					
	I-4140	209-46530-42920	SPORTS AUTHOR SDGA ADULT/JUNIOR CHAMPIONSHIP	207382	1,500.00	
01-09099	MITCHELL WOMEN'S SOFTBA					
	I-4139	209-46530-42920	SPORTS AUTHOR WOMEN'S STATE SOFTBALL TOURNY	207413	2,500.00	
01-10476	MITCHELL GUN CLUB					
	I-4137	209-46530-42920	SPORTS AUTHOR SD ATA TRAPSHOOTING STATE	207410	2,200.00	
DEPARTMENT 6530 BUSINESS IMPROV #4					TOTAL:	6,200.00

FUND 209 BUSINESS IMPROV DIST #4					TOTAL:	6,200.00

PACKET : 07395 07396

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
=====						
01-06926	MITCHELL MARLINS BOYS V					
		I-06232025	211-46311-42963	COMMUNITY PRO HOCKEY WEED SPRAYING	207412	3,000.00
				DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL:	3,000.00

				FUND 211 ENTERTAINMENT TAX	TOTAL:	3,000.00

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 213 BUSINESS IMPROV DIST #3

DEPARTMENT: 6311 BUSINESS IMPROV DIST #3

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-07034	DEL FAVERO HOLDINGS LLC					
		I-06302025	213-46311-42900	PROJECT IMPRO BID DISTRICT #3 GRANT PAYMENT	207315	4,000.00
DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:						4,000.00

FUND 213 BUSINESS IMPROV DIST #3 TOTAL:						4,000.00

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 214 E-911 EMERGENCY

DEPARTMENT: 3500 E-911

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-05325	TRITECH SOFTWARE SYSTEM					
	I-437734		214-43500-42910	SERVICE CONTR SERVER/SOFTWARE ANNUAL RENWL	207498	9,274.90
01-08252	CORPORATE TRANSLATION S					
	I-303299		214-43500-42200	PROFESSIONAL MAY 2025 TRANSLATION SERVICES	207383	3.42
01-10486	AT&T MOBILITY - POLICE					
	I-89001X06232025		214-43500-42800	UTILITIES - T ACCT #2872830989001	207259	46.19
DEPARTMENT 3500 E-911						TOTAL: 9,324.51

FUND 214 E-911 EMERGENCY						TOTAL: 9,324.51

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01198	SIGN PRO					
		I-74532	218-45150-42320	ADVERTISING ADVERTISING ON BUSES	207471	3,960.53
	PROJ: E01-ADS	5311-FY18/19		Marketing/Ads/Promotion		
		I-75237	218-45150-42650	UNIFORMS EMBROIDERY LOGO POLO	207471	304.00
	PROJ: E01-UNIF	5311-FY18/19		Uniforms		
		I-75258	218-45150-42650	UNIFORMS EMBORIDERY ON UNIFORMS	207471	48.00
	PROJ: E01-UNIF	5311-FY18/19		Uniforms		
01-01199	STURDEVANTS AUTO VALUE					
		I-815057128	218-45150-42500	REPAIR AND MA OIL FILTERS BRAKES LIGHTS	207481	303.23
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815057481	218-45150-42500	REPAIR AND MA OIL FILTERS AIR CLEANERS	207481	40.51
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815058184	218-45150-42600	SUPPLIES & MA ANTI-FREEZE FOR #752	207481	19.94
	PROJ: E01-GASUP	5311-FY18/19		Garage Supplies		
		I-815058576	218-45150-42500	REPAIR AND MA WINDSHIELD WASHER FLUID POWER	207481	13.96
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-03555	JORDON SEHNERT					
		I-06302025	218-45150-42800	UTILITIES 2025 2ND QTR CELL PHONE	207465	45.00
01-07644	WANDA GRAVES					
		I-06302025	218-45150-42800	UTILITIES 2025 2ND QTR CELL PHONE	207342	45.00
01-07987	AT&T MOBILITY - PALACE					
		I-3882X06232025	218-45150-42920	COMPUTER SOFT ACCT #287298243882	207258	520.89
	PROJ: E01-SHAH	5311-FY18/19		Tablet/Radio Contract		
		I-3882X06232025	218-45150-42800	UTILITIES ACCT #287298243882	207258	68.34
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
01-08594	MAKE IT MINE DESIGNS					
		I-39596	218-45150-42320	ADVERTISING REMOVING DECALS	207391	75.00
	PROJ: E01-ADS	5311-FY18/19		Marketing/Ads/Promotion		
01-09004	DAKTECH INC					
		I-INV0348858	218-45150-42600	SUPPLIES & MA 2 DESKTOP WORKSTATIONS	207305	1,790.00
	PROJ: E01-OFFSUP	5311-FY18/19		Office Supplies		
01-09516	BECHEN ELECTRIC INC					
		I-5319	218-45150-42511	GARAGE REPAIR LABOR AND MATERIAL 27 HWY	207269	7,540.98
	PROJ: E01-GAMAIN	5311-FY18/19		Garage Maintenance		
01-09703	AMAZON CAPITAL SERVICES					
		I-1NFM-717M-MDHL	218-45150-42650	UNIFORMS LOGOD UNIFORMS	207251	191.98
	PROJ: E01-UNIF	5311-FY18/19		Uniforms		
01-10554	MIDWEST OIL COMPANY					
		I-1035405	218-45150-42610	GAS OIL TIRES VP SYN SAE 5/30 DEXOS	207403	733.71
	PROJ: E01-FUEL	5311-FY18/19		Fuel		

DEPARTMENT 5150 PALACE TRANSIT

TOTAL: 15,701.07

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 218 COMMUNITY SERVICES

DEPARTMENT: 5180 JVCC

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02679	MENARD'S INC					
		I-88773	218-45180-42500	REPAIR & MAIN SUNROOM WINDOW SEAL	207395	19.96
		I-89274A	218-45180-42500	REPAIR & MAIN FLOOR STRIPPER 5 GAL	207395	49.98
01-04293	JCL SOLUTIONS					
		I-2009135	218-45180-42500	REPAIR & MAIN WAXING MAIN FLOOR	207371	867.00
01-07987	AT&T MOBILITY - PALACE					
		I-3882X06232025	218-45180-42800	UTILITIES ACCT #287298243882	207258	17.08
				DEPARTMENT 5180 JVCC	TOTAL:	954.02
				FUND 218 COMMUNITY SERVICES	TOTAL:	16,655.09

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 219 NUTRITION

DEPARTMENT: 5140 NUTRITION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01322	LARRY'S I-90 SERVICE IN					
		I-107432	219-45140-42610	GAS, OIL, TIR MOUNT & BALANCE TIRE	207384	30.00
01-07987	AT&T MOBILITY - PALACE					
		I-3882X06232025	219-45140-42800	UTILITIES ACCT #287298243882	207258	17.08
01-09069	BIG DADDY D'S INC					
		I-990	219-45140-42911	CONTRACT SERV SR MEALS 06.09-13.2025	207272	1,918.20
		I-991	219-45140-42911	CONTRACT SERV SR MEALS 06.16-2025	207272	1,545.60
01-09403	TRADITIONS PREPARED MEA					
		I-INV2260006285	219-45140-42911	CONTRACT SERV FROZEN MEALS	207494	4,579.27
01-09633	STAPLES					
		I-6034321302	219-45140-42605	MEAL SUPPLIES NAMPKINS REFILLS VINYL GLOVES	207477	94.74
		I-6034321303	219-45140-42605	MEAL SUPPLIES DINNER NAPKINS	207477	128.53
				DEPARTMENT 5140 NUTRITION	TOTAL:	8,313.42
				FUND 219 NUTRITION	TOTAL:	8,313.42

PACKET : 07395 07396

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					
		C-2073728	230-43500-42600	SUPPLIES & MA BLADE SET	207451	8.50-
		I-2073079	230-43500-42600	SUPPLIES & MA BLADE SET	207451	68.99
01-09668	DAN LONDON					
		I-06302025	230-43500-42800	UTILITIES 2025 2ND QTR CELL PHONE	207388	45.00
DEPARTMENT 3500 AIRPORT						TOTAL: 105.49

FUND 230 AIRPORT						TOTAL: 105.49

PACKET : 07395 07396

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
01-00520	HAWKINS INC					
		I-7099713	602-43330-42600	SUPPLIES & MA AMMONIA CYLINDER	207351	10.00
		I-7099714	602-43330-42600	SUPPLIES & MA CHLORINE CYLINDER	207351	70.00
01-00525	DAKOTA PUMP LLC					
		I-19445	602-43330-42500	REPAIR & MAIN ONSITLABOR PROGRAMMING LABOR	207301	286.99
01-01830	NORTHWESTERN ENERGY					
		I-2586002-4.06.25	602-43330-42800	UTILITIES N LAKE MITCHELL	207425	70.59
		I-4240509-2.06.25	602-43330-42800	UTILITIES 41008 256TH ST	207425	12.58
01-02372	AGRONOMY PLUS INC					
		I-28428	602-43330-42600	SUPPLIES & MA ROUNDUP	207249	110.00
01-02567	S & M PRINTING INC					
		I-84508	602-43330-42920	CONSUMER CONF DRINKING WATER REPORTS	207453	200.00
01-06656	PREMIER PEST CONTROL LL					
		I-54625	602-43330-42600	SUPPLIES & MA JUNE 2025 PEST CONTROL	207442	75.00
01-08281	VESTIS					
		I-6380291189	602-43330-42600	SUPPLIES & MA MOP MAT LAUNDRY BAG	207506	71.06
01-09439	ADVANCED ENGINEERING AN					
		I-2024-37 P.E. #9	602-43330-42200	CO2 TANK INSP 2024-37 P.E. #9	207248	3,298.25

DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL: 4,204.47

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-3945	602-43340-42660	POSTAGE POSTAGE 06.01-15.2025	207445	199.54
01-00424	RUNNINGS SUPPLY INC					
		I-2079015	602-43340-42600	SUPPLIES & MA GREASE FITTING	207451	2.49
		I-2079236	602-43340-42600	SUPPLIES & MA SHOVEL END GRIP	207451	29.99
		I-2082810	602-43340-42600	SUPPLIES & MA WIRE STRIPPER	207451	7.99
		I-2083453	602-43340-42500	REPAIR & MAIN LED TRAILER LIGHT	207451	30.99
01-01199	STURDEVANTS AUTO VALUE					
		I-815057478	602-43340-42600	SUPPLIES & MA OIL FILTER	207481	108.75
		I-815057707	602-43340-42600	SUPPLIES & MA STT RED HI COUNT	207481	45.99
		I-815057941	602-43340-42600	SUPPLIES & MA TRAILER CONNECTOR FOR TWO WHEE	207481	5.99
		I-815058203	602-43340-42600	SUPPLIES & MA OIL FILTER	207481	7.93
01-01395	MITCHELL CONCRETE PRODU					
		I-111055	602-43340-42600	SUPPLIES & MA PALLETS	207409	184.10
01-01830	NORTHWESTERN ENERGY					
		I-2958403-4.06.25	602-43340-42800	UTILITIES 1800 VAN DYKE DR	207425	508.03
01-02470	CORE & MAIN LP					
		I-X025055	602-43340-42600	SUPPLIES & MA PRESSURE SENSOR, VALVE	207292	2,330.00
		I-X155782	602-43340-42600	SUPPLIES & MA CABLES, FLANGE, METERS, COUPLING	207292	14,481.86
		I-X166102	602-43340-42600	SUPPLIES & MA ADAPTER	207292	123.96
		I-X175177	602-43340-42600	SUPPLIES & MA 6" ALPHA VALVE	207292	14,483.30
		I-X175988	602-43340-42600	SUPPLIES & MA 2" CORDONEL, 2 SINGLE	207292	497.00
		I-X188652	602-43340-42600	SUPPLIES & MA HYMAX FLIP CPLG	207292	2,961.54
		I-X189356	602-43340-42600	SUPPLIES & MA IP SADDLE	207292	841.40
01-02480	SPN & ASSOCIATES					
		I-2021-45 P.E. #47	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #47	207476	14,970.64
		I-2025-1 P.E. #5	602-43340-42225	PROFESSIONAL 2025-1 P.E. #5	207476	4,523.84
		I-2025-6 P.E. #5	602-43340-42225	PROFESSIONAL 2025-6 P.E. #5	207476	15,040.90
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-10 P.E. #3	602-43340-43338	2ND, 4TH, RAI 2023-10 P.E. #3	207460	27,895.66
01-02679	MENARD'S INC					
		I-88776	602-43340-42600	SUPPLIES & MA CAP, INSERT KIT	207395	14.27
		I-88988A	602-43340-42600	SUPPLIES & MA PLASTIC PIPECUT	207395	84.98
		I-89049	602-43340-42600	SUPPLIES & MA TAPE, CAT LITTER, BRASS ADAPTER	207395	68.65
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #8	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #8	207399	280,282.30
01-04721	TYLOR PETERSON					
		I-06302025	602-43340-42800	UTILITIES 2025 2ND QTR CELL PHONE	207435	45.00

PACKET : 07395 07396

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
01-06656	PREMIER PEST CONTROL LL					
		I-54626	602-43340-42600	SUPPLIES & MA JUN 2025 PEST CONTROL	207442	75.00
01-08304	THOMAS SCHUMAN					
		I-06302025	602-43340-42800	UTILITIES 2025 2ND QTR CELL PHONE	207464	45.00
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #59	602-43340-43355	ABOVE GROUND 2020-20 P.E. #59	207364	15,046.62
01-08566	KEVIN SIBSON					
		I-06302025	602-43340-42800	UTILITIES 2025 2ND QTR CELL PHONE	207469	45.00
01-10598	RYLAND DEVRIES					
		I-06302025	602-43340-42800	UTILITIES 2025 2ND QTR CELL PHONE	207319	45.00
01-10599	ROBERT MCCARDLE					
		I-06302025	602-43340-42800	UTILITIES 2025 2ND QTR CELL PHONE	207393	45.00
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	395,078.71
FUND 602 WATER					TOTAL:	399,283.18

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-3945	604-43200-42660	POSTAGE	POSTAGE 06.01-15.2025	207445 32.85
01-00469	GEOTEK ENGINEERING & TE					
		I-2021-31 P.E.#16	604-43200-43300	NORTH PLANT I	2021-31 P.E.#16	207339 9,527.50
01-00525	DAKOTA PUMP LLC					
		I-19418	604-43200-42500	REPAIRS	INSTALL IMPELLER	207301 19,929.55
01-00750	FISHER SCIENTIFIC					
		I-1683108	604-43200-42600	SUPPLIES	ELECTRODE JUNCTION, STORAGE	207331 824.56
01-00991	JON VERMEULEN					
		I-06302025	604-43200-42800	UTILITIES	2025 2ND QTR CELL PHONE	207505 45.00
01-01830	NORTHWESTERN ENERGY					
		I-2581292-6.06.25	604-43200-42800	UTILITIES	2141 E HAVENS ST PLNT SWR	207425 10,088.15
01-02143	HDR ENGINEERING INC					
		I-2022-1 P.E.#29	604-43200-43310	SOUTH PLANT I	2022-1 P.E.#29	207352 48,948.58
01-02409	ENVIRONMENTAL RESOURCE					
		I-113269	604-43200-42600	SUPPLIES	SIMPLE NUTRIENTS, PH, HARDNESS	207325 504.31
		I-115758	604-43200-42600	SUPPLIES	DEMAND	207325 179.03
01-02679	MENARD'S INC					
		I-88589	604-43200-42600	SUPPLIES	BRASS TWIST NOZZLE	207395 5.49
		I-89040	604-43200-42600	SUPPLIES	TOILET PAPER, DISTILLED WATER	207395 41.00
01-03540	JOSEPH KING					
		I-06302025	604-43200-42800	UTILITIES	2025 2ND QTR CELL PHONE	207378 45.00
01-03571	CONNOR DAVIS					
		I-06302025	604-43200-42800	UTILITIES	2025 2ND QTR CELL PHONE	207312 45.00
01-04352	UPS STORE #4227					
		I-05062025	604-43200-42600	SUPPLIES	SHIPPING CHARGES	207502 422.65
01-08335	BRIAN DAUGHTERS					
		I-06302025	604-43200-42800	UTILITIES	2025 2ND QTR CELL PHONE	207310 45.00
01-08560	FIRST RATE EXCAVATE INC					
		I-2022-1 P.E.#5FINAL	604-43200-43310	SOUTH PLANT I	2022-1 P.E.#5FINAL	207330 81,642.54
01-09697	THOMAS HOLLEMAN					
		I-06302025	604-43200-42800	UTILITIES	2025 2ND QTR CELL PHONE	207360 45.00
DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL:						172,371.21

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3210 WASTE WATER IND PRETREAT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01710	MINNESOTA VALLEY TESTIN					
		I-1310121	604-43210-42550	LABORATORY FE LAB FEES	207407	1,582.25
01-03678	INTERSTATE OFFICE PRODU					
		I-01EH0819	604-43210-42600	SUPPLIES PEN	207368	18.72
01-04352	UPS STORE #4227					
		I-05292025	604-43210-42600	SUPPLIES SHIPPING CHARGES	207502	231.86
DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:						1,832.83

PACKET : 07395 07396

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
=====						
01-00081	RINKER MATERIALS					
		I-31383591	604-43250-42600	SUPPLIES GASKET WRAP GATRWRP	207449	1,253.04
01-00236	BENDER SEWER & DRAIN LL					
		I-37352	604-43250-43317	CIPP JET/VAC LINE E 1ST AVE	207271	8,464.50
01-00424	RUNNINGS SUPPLY INC					
		I-2079570	604-43250-42600	SUPPLIES CABLE TIE	207451	48.48
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-337342	604-43250-42600	SUPPLIES XTRACLEAR	207281	21.78
01-00525	DAKOTA PUMP LLC					
		I-19444	604-43250-42500	REPAIRS ONSITE LABOR PROGRAMMING LABOR	207301	223.21
01-01199	STURDEVANTS AUTO VALUE					
		I-815057132	604-43250-42600	SUPPLIES MIRO FUSED CIRCUIT	207481	8.98
01-01787	NORTH CENTRAL SEED CO					
		I-26241	604-43250-43336	LIVESAY UTILI LAWN MIX	207423	208.50
01-01830	NORTHWESTERN ENERGY					
		I-2579460-3.06.25	604-43250-42800	UTILITIES N SANBORN AND 13TH AVE	207425	90.54
		I-2581214-0.06.25	604-43250-42800	UTILITIES N FOSTER ST	207425	1,393.46
		I-2581650-5.06.25	604-43250-42800	UTILITIES KIPPES CV	207425	55.61
		I-2581719-8.06.25	604-43250-42800	UTILITIES S HARMON AND OHLMAN	207425	336.73
		I-2581747-9.06.25	604-43250-42800	UTILITIES S HARMON DR	207425	64.03
		I-2582739-5.06.25	604-43250-42800	UTILITIES 1300 W NORWAY AVE	207425	234.90
		I-4276036-3.06.25	604-43250-42800	UTILITIES 1527 W 23RD AVE	207425	301.08
01-02480	SPN & ASSOCIATES					
		I-2021-45 P.E. #48	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #48	207476	15,332.93
		I-2022-3 P.E. #22	604-43250-43347	23RD & OHLMAN 2022-3 P.E. #22	207476	11,732.56
		I-2023-16 P.E. #21	604-43250-43347	23RD & OHLMAN 2023-16 P.E. #21	207476	5,093.96
		I-2023-6 P.E. #24	604-43250-43349	N HARMON/AIRP 2023-6 P.E. #24	207476	16,397.65
		I-2025-1 P.E. #5	604-43250-42200	PROFESSIONAL 2025-1 P.E. #5	207476	3,701.31
		I-2025-6 P.E. #5	604-43250-42200	PROFESSIONAL 2025-6 P.E. #5	207476	12,011.08
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-10 P.E. #3	604-43250-43343	2ND, 4TH, & R 2023-10 P.E. #3	207460	17,268.73
01-03495	HALME INC					
		I-2022-3 P.E.#6	604-43250-43347	23RD & OHLMAN 2022-3 P.E.#6	207346	143,892.63
		I-2023-16 P.E. #6	604-43250-43347	23RD & OHLMAN 2023-16 P.E. #6	207346	82,002.81
		I-2023-6 P.E. #10	604-43250-43349	N HARMON/AIRP 2023-6 P.E. #10	207346	207,291.77
01-03574	INDUSTRIAL CHEM LABS &					
		I-413964	604-43250-42600	SUPPLIES LIFT STATION DESREASER	207363	246.88

PACKET : 07395 07396

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
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #8	604-43250-43338	DAVISON 6TH-7 2021-45 P.E. #8	207399	315,150.43
01-06656	PREMIER PEST CONTROL LL					
		I-54624	604-43250-42600	SUPPLIES JUNE 2025 PEST CONTROL	207442	95.00
DEPARTMENT 3250 WASTE WATER COLLECTION					TOTAL:	842,922.58
FUND 604 SEWER					TOTAL:	1,017,126.62

PACKET : 07395 07396

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
01-00424	RUNNINGS SUPPLY INC					
		I-2073723	612-43220-42650	UNIFORMS GLOVES	207451	35.98
		I-2087968	612-43220-42650	UNIFORMS GLOVES SHOE	207451	154.00
01-01117	FLEETPRIDE					
		I-126701227	612-43220-42500	REPAIR & MAIN RECEIVER DRIER	207332	64.99
	PROJ: L94-42500	920		REPAIR MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815058206	612-43220-42500	REPAIR & MAIN WIX	207481	206.82
	PROJ: L92-42500	178		REPAIR MAINTENANCE		
		I-815058473	612-43220-42500	REPAIR & MAIN HD OIL	207481	95.96
	PROJ: L94-42500	920		REPAIR MAINTENANCE		
01-02484	DARRINGTON WATER COND					
		I-60160.05.25	612-43220-42500	REPAIR & MAIN WATER COOLER RENTAL	207309	15.00
01-02880	THUNE TRUE VALUE & APPL					
		I-B305449	612-43220-42500	REPAIR & MAIN KEY	207490	14.95
01-08380	PETERBILT OF SIOUX FALL					
		I-A707878	612-43220-42600	SUPPLIES HARDLINE ASSY-HVAC LIQUID	207434	757.83
	PROJ: L92-42600	178		SUPPLIES MATERIALS		
		I-A708204	612-43220-42600	SUPPLIES SENSOR-DEF	207434	627.83
	PROJ: L92-42600	178		SUPPLIES MATERIALS		
		I-A710341	612-43220-42600	SUPPLIES FILTER DEF TANK AIR VENT	207434	43.75
	PROJ: L92-42600	178		SUPPLIES MATERIALS		
01-09582	TRAVIS PLATT					
		I-06162025	612-43220-42650	UNIFORMS BOOTS REIMBURSED	207438	109.99
01-09891	MILLENNIUM RECYCLING					
		I-484182	612-43220-42200	CONTRACT-MILL MAY 2025 SINGLE STREAM FEE	207406	907.70
01-09896	T.H. CUSTOM MFG					
		I-3217	612-43220-43430	DUMPSTERS 2 YARD CONTAINERS	207486	6,800.00
				DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	9,834.80

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3230 WASTE COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00262	GREAT WESTERN TIRE CO	I-1-658877	612-43230-42500	REPAIRS	TRUCK TIRES	207343	2,271.60
01-00356	QUALIFIED PRESORT SERVI	I-2279-3945	612-43230-42660	POSTAGE	POSTAGE 06.01-15.2025	207445	32.85
01-01199	STURDEVANTS AUTO VALUE	I-815058199	612-43230-42500	REPAIRS	WASHER	207481	1,413.95
	PROJ: L97-42500	173		REPAIR MAINTENANCE			
	I-815058606		612-43230-42500	REPAIRS	HD CABIN AIR FLEET	207481	24.09
	PROJ: L97-42500	173		REPAIR MAINTENANCE			
01-08380	PETERBILT OF SIOUX FALL	I-A710342	612-43230-42600	SUPPLIES	THERMOSTAT	207434	137.60
	PROJ: L97-42600	173		SUPPLIES MATERIALS			
01-08390	REHRIG PACIFIC COMPANY	I-50484245	612-43230-43413	AUTOMATED GAR GARBAGE ROC ORGANIC ROC		207447	35,335.00
				DEPARTMENT 3230	WASTE COLLECTION	TOTAL:	39,215.09

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PACKET : 07395 07396
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3240 LANDFILL
BUDGET TO USE: CB-CURRENT BUDGET

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-3945	612-43240-42600	SUPPLIES POSTAGE 06.01-15.2025	207445	34.58
01-00424	RUNNINGS SUPPLY INC					
		I-2075276	612-43240-42500	REPAIR AND MA OUTDOOR POWER EQUIPMENT	207451	39.99
		I-2084166	612-43240-42600	SUPPLIES LYNCH PIN,BULK BIN PRODUCT	207451	9.15
		I-2087729	612-43240-42600	SUPPLIES TIRE	207451	63.98
	PROJ: L38-42600	139		SUPPLIES MATERIALS		
01-00436	CHS FARMERS ALLIANCE					
		I-IG2668	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	207284	981.27
01-00469	GEOTEK ENGINEERING & TE					
		I-2025-28 P.E. #3	612-43240-42205	MONITOR GROUN 2025-28 P.E. #3	207339	1,510.00
		I-2025-29 P.E. #3	612-43240-42550	LAB FEES 2025-29 P.E. #3	207339	2,365.00
01-00600	MIEDEMA SANITATION					
		I-120245	612-43240-42500	REPAIR AND MA ROLLOFF SERVICE	207405	200.00
01-01117	FLEETPRIDE					
		I-126231297	612-43240-42600	SUPPLIES ANTIFREEZE,NYLON TIE WRAP	207332	211.44
	PROJ: L3C-42600	197		SUPPLIES MATERIALS		
		I-126278618	612-43240-42600	SUPPLIES ANTIFREEZE,DEGREE ELBO	207332	180.50
	PROJ: L3C-42600	197		SUPPLIES MATERIALS		
		I-126596115	612-43240-42500	REPAIR AND MA POLYSTER REINFORCED	207332	89.99
01-01199	STURDEVANTS AUTO VALUE					
		I-815058603	612-43240-42500	REPAIR AND MA SET GREASE SEALS	207481	80.66
	PROJ: L38-42500	139		REPAIR MAINTENANCE		
01-01239	BUTLER MACHINERY INC					
		I-13PS0087570	612-43240-42500	REPAIR AND MA ALTERNATOR,CORE CHARGE	207279	1,156.11
	PROJ: L8A-42500	181		REPAIR MAINTENANCE		
		I-13PS0087642	612-43240-42600	SUPPLIES GASKET INJECTOR	207279	445.93
	PROJ: L8A-42600	181		SUPPLIES MATERIALS		
		I-13PS0087690	612-43240-42600	SUPPLIES FILTER	207279	68.70
	PROJ: L8A-42600	181		SUPPLIES MATERIALS		
01-01404	MITCHELL IRON & SUPPLY					
		I-86012	612-43240-42500	REPAIR AND MA O-RING	207411	33.60
	PROJ: L98-42500	175		REPAIR MAINTENANCE		
01-01417	NEWVISION SECURITY LLC					
		I-21561	612-43240-42500	REPAIR AND MA UPDATING ALARM CODES	207422	748.25
01-02146	RAMKOTA HOTEL & CONFERE					
		I-10B8SZ	612-43240-42700	TRAVEL, CONF. TRAVEL	207446	361.50
		I-10B8T1	612-43240-42700	TRAVEL, CONF. TRAVEL	207446	241.00
		I-10B8TO	612-43240-42700	TRAVEL, CONF. TRAVEL	207446	241.00

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3240 LANDFILL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02484	DARRINGTON WATER COND					
		I-49197.05.25	612-43240-42500	REPAIR AND MA WATER COOLER RENTAL	207309	39.00
		I-800240942	612-43240-42500	REPAIR AND MA B/W COMML DELIVER	207309	79.00
01-02527	TRANSOURCE					
		I-41P62181	612-43240-42500	REPAIR AND MA RPM SENDING UNIT	207496	781.30
	PROJ: L9A-42500	182		REPAIR MAINTENANCE		
01-02711	JAYLON TOLLEFSON					
		I-06302025	612-43240-42800	UTILITIES 2025 2ND QTR CELL PHONE	207493	45.00
01-03572	DAC					
		I-137509	612-43240-42800	UTILITIES SUBSCRIPTION	207298	299.00
01-06543	EUROFINS ENVIRONMENT TE					
		I-3100157186	612-43240-42550	LAB FEES OLD LANDFILL TESTING	207327	3,094.00
01-07058	INTERSTATE POWER SYSTEM					
		I-C024064785:01	612-43240-42600	SUPPLIES SCREW PLUG	207369	58.74
	PROJ: L3C-42600	197		SUPPLIES MATERIALS		
01-10414	MIDWAY SERVICE dba VOLL					
		I-81013	612-43240-42600	SUPPLIES DIESEL EXHAUST FLUID	207402	372.84
01-10554	MIDWEST OIL COMPANY					
		I-1035739	612-43240-42600	SUPPLIES GALLON DRUM	207403	549.31
DEPARTMENT 3240 LANDFILL					TOTAL:	14,380.84
FUND 612 SANITATION					TOTAL:	63,430.73

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 PACKET : 07395 07396
 VENDOR SET: Mult
 FUND : 613 CORN PALACE
 DEPARTMENT: 5650 CORN PALACE
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-3945	613-45650-42660	SHIPPING/POST POSTAGE 06.01-15.2025	207445	7.30
01-00424	RUNNINGS SUPPLY INC					
		I-2074113	613-45650-42600	SUPPLIES & MA ENGINE OIL	207451	23.92
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-331840	613-45650-42500	REPAIRS & MAI CONV OIL	207281	5.61
01-00517	MELISSA HOBAUGH					
		I-06302025	613-45650-42800	UTILITIES 2025 2ND QTR CELL PHONE	207359	11.25
01-00532	A-OX WELDING SUPPLY CO					
		I-0001441720	613-45650-42600	SUPPLIES & MA CARBON DIOXIDE	207245	78.53
01-00850	GRAHAM TIRE CO					
		I-404190830	613-45650-42500	REPAIRS & MAI MOUNT & BALANCE TIRE	207340	28.00
01-01490	MUELLER LUMBER CO. INC.					
		I-302005	613-45650-42600	SUPPLIES & MA PAINT	207415	110.48
		I-302228	613-45650-42600	SUPPLIES & MA PAINT	207415	271.99
01-01590	MCLEOD'S PRINTING					
		I-84697	613-45650-42320	ADVERTISING/P INK CHARGE	207394	5,790.00
		I-84817	613-45650-42320	ADVERTISING/P FESTIVAL POSTER	207394	149.90
01-01744	CUMMINS SALES & SERVICE					
		I-J6-250691215	613-45650-42500	REPAIRS & MAI MAINTENANCE	207295	874.95
01-01830	NORTHWESTERN ENERGY					
		I-2587292-0.06.25	613-45650-42800	UTILITIES 600 N MAIN ST	207425	15,325.35
01-02560	PEPSI COLA COMPANY					
		I-97819897	613-45650-42610	COST OF GOODS POP	207433	357.37
01-02679	MENARD'S INC					
		I-88380	613-45650-42600	SUPPLIES & MA TAPE,SQUARE,ADHESIVE	207395	68.63
		I-88472	613-45650-42600	SUPPLIES & MA PLYWOOD	207395	21.99
		I-88765	613-45650-42600	SUPPLIES & MA BROOM,DAMPER,WOOD,SCREWS,SWVL	207395	240.88
01-02811	JONES SUPPLIES					
		I-152050	613-45650-42600	SUPPLIES & MA CLEANER T TISSUE ROLL TOWEL	207374	199.64
		I-152060	613-45650-42600	SUPPLIES & MA T TISSUE	207374	103.41
		I-152068	613-45650-42600	SUPPLIES & MA TOWEL DISPENSER	207374	120.00
		I-152142	613-45650-42600	SUPPLIES & MA NAPKIN	207374	59.47
		I-152143	613-45650-42600	SUPPLIES & MA ROLL TOWEL HAND SOAP DEODERIZE	207374	252.94
		I-152254	613-45650-42600	SUPPLIES & MA MULITI RANGE SANITIZER	207374	98.77
		I-152255	613-45650-42600	SUPPLIES & MA ROLL TOWEL TISSUE BLACK LINER	207374	363.98
		I-152353	613-45650-42600	SUPPLIES & MA LINER ROLL TOWEL T TISSUE	207374	134.20

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02811	JONES SUPPLIES	continued				
		I-152356	613-45650-42600	SUPPLIES & MA CLEAR FOOD BAG	207374	270.00
		I-152452	613-45650-42600	SUPPLIES & MA T TISSUE TOWEL HAND SOAP SCREE	207374	446.55
		I-152453	613-45650-42600	SUPPLIES & MA VINYL GLOVE	207374	42.69
		I-152530	613-45650-42600	SUPPLIES & MA TOWEL DISPENSER	207374	75.00
01-02880	THUNE TRUE VALUE & APPL					
		I-A594321	613-45650-42600	SUPPLIES & MA BOLTS	207490	7.80
		I-A595570	613-45650-42600	SUPPLIES & MA MISC HARDWARE	207490	32.45
01-03279	INTERSTATE GLASS & DOOR					
		I-65578	613-45650-42500	REPAIRS & MAI BALCONY DOOR WAS LOCKING	207367	193.20
		I-65599	613-45650-42500	REPAIRS & MAI INSTALLED NEW DOOR AND LATCH	207367	371.70
01-03700	CORE-MARK US LLC					
		C-2149548	613-45650-42610	COST OF GOODS RETURNED BURGERS	207293	143.72-
		I-2131758	613-45650-42610	COST OF GOODS CANDY.FRANKS,CHEESE,CHEDDARBRT	207293	1,416.64
		I-2142755	613-45650-42610	COST OF GOODS SUGAR,CHIPS,SALT,OIL,MARGARINE	207293	1,765.07
		I-2148453-50	613-45650-42610	COST OF GOODS CANDY.CHIPS,JERKY,HOT DOGS	207293	1,291.29
		I-2160408	613-45650-42610	COST OF GOODS PRETZELS,PICKLES,BUNS,BURGERS	207293	562.80
		I-2160409-50	613-45650-42610	COST OF GOODS SEEDS,PUP CUPS,CANDY	207293	280.03
		I-2172212-50	613-45650-42610	COST OF GOODS CANDY BAR MILK CHOCOLATE	207293	409.47
		I-2184217	613-45650-42610	COST OF GOODS CANDY CHIPS COFFEE	207293	2,389.67
		I-2184220-50	613-45650-42610	COST OF GOODS CHEX MIX CHEDDAR MIX	207293	88.21
		I-2184221-51	613-45650-42610	COST OF GOODS SALT CARAMEL CRISPY	207293	28.30
		I-2196339	613-45650-42610	COST OF GOODS CORNNUTS WHOPPERS BROWN SUGER	207293	3,517.58
		I-2196340-50	613-45650-42610	COST OF GOODS COOKIE BUTTER SODA DONUT HOLES	207293	225.30
		I-2196341-51	613-45650-42610	COST OF GOODS 3 TIER WIRE RACK	207293	11.65
01-04107	JEFF HANSON					
		I-06302025	613-45650-42800	UTILITIES 2025 2ND QTR CELL PHONE	207348	45.00
01-04197	UNITED RENTALS (NORTH A					
		I-246502126-001	613-45650-42500	REPAIRS & MAI TRAVEL ANNUAL INSPECTION	207501	748.80
01-04352	UPS STORE #4227					
		I-06102025	613-45650-42660	SHIPPING/POST SHIPPING	207502	53.88
01-04537	PORTER DISTRIBUTING CO					
		I-1002955	613-45650-42615	COGS-ALCOHOL LITE SUITCASE CAN	207440	67.65
01-04874	DAVE SIETSEMA					
		I-06302025	613-45650-42800	UTILITIES 2025 2ND QTR CELL PHONE	207470	45.00
01-04950	MIDCONTINENT COMMUNICAT					
		I-BIL-559801	613-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	207401	250.00
		I-BIL-559803	613-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	207401	175.00
		I-BIL-559805	613-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	207401	75.00

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 613 CORN PALACE

DEPARTMENT: 5650 CORN PALACE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06656	PREMIER PEST CONTROL LL					
		I-54471	613-45650-42500	REPAIRS & MAI CONTRACT SERVICE ALPINE WSG	207442	200.00
		I-54658	613-45650-42502	CONTRACT SERV CONTRACT SERVICE	207442	200.00
01-06885	KATHY KAYE FOODS LLC					
		I-37059	613-45650-42610	COST OF GOODS CLASSIC COB	207376	3,916.80
01-07344	CHESTERMAN COMPANY					
		I-11771991	613-45650-42610	COST OF GOODS POP	207283	456.00
		I-11782454	613-45650-42610	COST OF GOODS MONSTERS, POWERADES, CUPS, LIDS	207283	758.80
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12505111010	613-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	207454	488.00
01-08281	VESTIS					
		I-6380289100	613-45650-42502	CONTRACT SERV MAT CLEANING	207506	42.29
		I-6380292452	613-45650-42502	CONTRACT SERV MAT NAPKIN TABLE CLOTH	207506	42.29
01-08741	KATHY HANKS					
		I-06302025	613-45650-42800	UTILITIES 2025 2ND QTR CELL PHONE	207347	45.00
01-08978	BUHL'S DRYCLEANERS & LI					
		I-105128	613-45650-42502	CONTRACT SERV TABLECLOTH CLEANING	207277	164.00
01-09308	NEDVED MEDIA					
		I-25050220	613-45650-42320	ADVERTISING/P FESTIVAL ADVERTISING	207420	598.50
		I-25050221	613-45650-42320	ADVERTISING/P CP FESTIVAL ADVERTISING	207420	1,417.50
		I-25050222	613-45650-42320	ADVERTISING/P CP FESTIVAL ADVERTISING	207420	1,134.00
01-09495	SCHUMACHER ELEVATOR COM					
		I-90645116	613-45650-42500	REPAIRS & MAI MAINTENANCE	207463	242.73
01-09703	AMAZON CAPITAL SERVICES					
		I-11C4-FKR9-RFHT	613-45650-42600	SUPPLIES & MA CLOROX DISINFECTING WIPES	207251	181.23
		I-19H3-69XV-6H9P	613-45650-42600	SUPPLIES & MA STATE FLAGS	207251	188.28
		I-1G93-JCM6-4DRP	613-45650-42600	SUPPLIES & MA AIR FILTERS	207251	78.84
		I-1NF9-VVMN-3X9Q	613-45650-42600	SUPPLIES & MA LAMINATED PAPER TWIST TIES	207251	13.75
		I-1TYC-4LR9-4DCM	613-45650-42500	REPAIRS & MAI LIGHT BULB COVERS, WIRE TWISTER	207251	105.99
01-10309	MICHAEL LEACH					
		I-06302025	613-45650-42800	UTILITIES 2025 2ND QTR CELL PHONE	207386	45.00
01-10353	DIMOCK DAIRY INC					
		I-250501194	613-45650-42610	COST OF GOODS CHEESE VARIETIES	207320	502.20
01-10424	H & H ELECTRIC & MOTOR					
		I-5531	613-45650-42500	REPAIRS & MAI BEARING, CONDENSER FAN MOTOR	207345	116.00
01-10425	ETIX INC					

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 613 CORN PALACE

DEPARTMENT: 5650 CORN PALACE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10425	ETIX INC		continued			
		I-CP053125	613-45650-42900	TICKETING FEE TICKETING FEES	207326	303.30
01-10438	CRAIG STUCKY					
		I-06302025	613-45650-42800	UTILITIES 2025 2ND QTR CELL PHONE	207480	45.00
01-10541	BUILDERS FIRST SOURCE					
		I-78755561	613-45650-42500	REPAIRS & MAI STAPLES,BARRICADE WRAP	207278	899.50
DEPARTMENT 5650 CORN PALACE					TOTAL:	51,625.57

FUND 613 CORN PALACE					TOTAL:	51,625.57

PACKET : 07395 07396

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
01-00424	RUNNINGS SUPPLY INC					
		I-2087707	614-45250-42600	SUPPLIES & MA FOAM LIQUIED	207451	34.17
01-00436	CHS FARMERS ALLIANCE					
		I-IA1463	614-45250-42600	SUPPLIES & MA INDOL ULTRA CLEAR	207284	77.80
		I-IG2640	614-45250-42610	GAS & FUEL UNLEADED BLEND GAS	207284	519.14
		I-IG2664	614-45250-42610	GAS & FUEL UNLEADED BLEND GAS	207284	1,369.09
		I-IG2665	614-45250-42610	GAS & FUEL RUBY FIELDMASTER	207284	145.02
		I-IG2666	614-45250-42610	GAS & FUEL RUBY FIELDMASTER	207284	610.61
01-00525	DAKOTA PUMP LLC					
		I-19446	614-45250-42500	REPAIR & MAIN PUMP TS	207301	127.55
01-01590	MCLEOD'S PRINTING					
		I-84643	614-45250-42300	PUBLISHING PENCILS W ERASERS	207394	679.90
		I-84695	614-45250-42600	SUPPLIES & MA ROLL	207394	48.93
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.06.25	614-45250-42800	UTILITIES 700 W 23RD AVE	207425	149.20
		I-2581643-0.06.25	614-45250-42800	UTILITIES GOLF PUMP 100 H	207425	1,549.71
		I-2581875-8.06.25	614-45250-42800	UTILITIES GOLF CLUB HOUSE	207425	549.03
		I-2581876-6.06.25	614-45250-42800	UTILITIES GOLF CART SHED	207425	47.32
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670214774	614-45250-42800	UTILITIES ACCT #026306702	207400	95.39
01-03501	ALEX DAGEN					
		I-06302025	614-45250-42800	UTILITIES 2025 2ND QTR CELL PHONE	207299	45.00
01-05099	EMME SAND & GRAVEL INC					
		I-11528	614-45250-42603	SAND/GOLF COU TON TOP DRESSING SAND	207324	1,740.41
01-08892	ERIC HIEB					
		I-06302025	614-45250-42200	GOLF PRO CONT CREDIT CARD FEES CLOVER SERV	207358	2,283.24
		I-06302025A	614-45250-42200	GOLF PRO CONT BASE CONTRACT	207358	8,852.90
				DEPARTMENT 5250 GOLF COURSE	TOTAL:	18,924.41
				FUND 614 GOLF COURSE	TOTAL:	18,924.41

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 619 CAMPGROUND

DEPARTMENT: 5220 CAMPGROUND

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01450	MUTH ELECTRIC INC					
		I-800904	619-45220-42500	REPAIR & MAIN CHECKED POWER IN CAMPER	207416	1,089.50
01-02679	MENARD'S INC					
		I-88483	619-45220-42600	SUPPLIES STRETCH WRAP	207395	35.84
01-04431	CIAVARELLA DESIGN INC					
		I-2023-33 P.E. #1	619-45220-43200	BUILDINGS 2022-33 P.E. #1	207285	11,840.00
01-09268	FORUM COMMUNICATIONS CO					
		I-MP2468450525	619-45220-42300	ADVERTISING/P BROCHURE ADVERTISING	207334	850.00
01-09665	CITY OF MITCHELL					
		I-07012025	619-45220-42935	BID TAX CAMPGROUND HOTEL TAX JUNE	207287	1,104.00
DEPARTMENT 5220 CAMPGROUND					TOTAL:	14,919.34
FUND 619 CAMPGROUND					TOTAL:	14,919.34

PACKET : 07395 07396

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: 4600 EMS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02700	HENRY SCHEIN INC					
		I-42644322	621-44600-42600	SUPPLIES MED SUPPLIES	207356	910.62
01-02804	TMA STORES					
		C-108230	621-44600-42530	REPAIR & MAIN DISCOUNT TIRES	207492	27.82-
		I-108189	621-44600-42530	REPAIR & MAIN TIRES	207492	505.25
01-03478	AVERA QUEEN OF PEACE					
		I-CINV-007625	621-44600-42600	SUPPLIES MED SUPPLIES	207261	64.00
01-04905	MIKE BARTELL					
		I-06252025	621-44600-42640	UNIFORMS HATS-REIMBURSEMENT	207266	76.35
01-05325	TRITECH SOFTWARE SYSTEM					
		I-437734	621-44600-42693	SOFTWARE/SUPP SERVER/SOFTWARE ANNUAL RENWL	207498	176.90
01-10101	SAVVIK BUYING GROUP					
		I-2759	621-44600-42640	UNIFORMS SHORTS	207457	51.98
		I-2823	621-44600-42640	UNIFORMS PANTS SHIRT	207457	98.96
01-10451	COLE PALMER					
		I-06252025	621-44600-42640	UNIFORMS INSOLES	207431	59.99
			DEPARTMENT 4600 EMS		TOTAL:	1,916.23
			FUND 621 EMERGENCY MEDICAL SERVICE		TOTAL:	1,916.23
					REPORT GRAND TOTAL:	2,399,286.29

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
2025-2026	101-41110-42300	LEGAL PUBLICATIONS	3,858.68	13,000	4,674.86			
	101-41220-42600	SUPPLIES & MATERIALS	167.65	500	332.35			
	101-41220-42800	UTILITIES-TELEPHONE	45.00	250	153.83			
	101-41230-42800	UTILITIES-TELEPHONE	45.00	230	139.55			
	101-41420-42600	SUPPLIES & MATERIALS	128.90	6,120	4,595.57			
	101-41420-42800	UTILITIES - TELEPHONE	45.00	260	149.67			
	101-41440-42210	PROFESSIONAL SERVICES	440.00	12,338	8,828.55			
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	1,453.60	45,851	21,708.90			
	101-41440-42600	SUPPLIES & MATERIALS	123.10	3,500	1,330.40			
	101-41440-42800	UTILITIES	45.00	250	149.07			
	101-41920-42500	BLDG REPAIR-FISCHER STORAG	66.84	0	66.84-	Y		
	101-41920-42520	REPAIR-CITY HALL	418.82	4,500	3,288.92			
	101-41920-42800	UTILITIES - TELEPHONE	93.75	360	2,251.93-	Y		
	101-41920-42810	UTILITIES-STORAGE BLDG	312.65	2,400	965.78			
	101-41935-42200	PROFESSIONAL SERVICES	450.00	0	900.00-	Y		
	101-41935-42250	MANAGED PRINT SERVICES	4,694.51	59,000	31,344.90			
	101-41935-42615	POSTAGE	435.87	7,500	3,957.56			
	101-41935-42640	COPY MACHINE SUPPLIES	261.72	2,700	1,326.42			
	101-41935-42850	UTILITIES/TELEPHONE	45.00	16,690	1,580.87			
	101-41935-42920	COMPUTER SOFTWARE	105.12	116,115	18,510.20			
	101-42110-42200	PROFESSIONAL SERVICES	1,208.82	9,800	4,312.20			
	101-42110-42500	REPAIR & MAINTENANCE	724.93	11,970	736.26-	Y		
	101-42110-42600	SUPPLIES	1,683.97	31,019	11,453.44			
	101-42110-42693	COMPUTER SOFTWARE	22,693.04	108,358	20,815.92			
	101-42110-42700	TRAVEL, CONF & DUES	138.00	12,500	4,017.98			
	101-42110-42800	TELEPHONE	1,062.24	14,500	7,418.98			
	101-42110-43400	MACHINERY AND EQUIPMENT	11,366.87	201,604	125,651.67			
	101-42130-42500	REPAIRS	985.26	6,000	1,083.77			
	101-42130-42520	EMERGENCY SIREN UTILITIES	105.90	2,900	1,373.43			
	101-42130-42530	TRAFFIC LIGHTS MAINT	1,106.00	16,000	7,500.47			
	101-42130-42545	PAINT	789.91	21,000	6,493.68			
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	1,695.38	38,000	19,030.84			
	101-42130-42820	TELEPHONE	22.50	1,200	500.09			
	101-42130-42835	UTILITIES-STREET LIGHTS	1,139.19	305,000	178,636.69			
	101-42130-43343	7TH & 1ST INTER SIGNAL LIG	7,420.38	880,095	815,052.12			
	101-42130-43420	RADIOS	935.64	33,500	4,747.71			
	101-42200-42500	REPAIR & MAINTENANCE	837.71	17,650	8,632.51			
	101-42200-42600	SUPPLIES	3,244.04	24,950	12,524.94			
	101-42200-42640	UNIFORMS	84.00	4,900	3,677.28			
	101-42200-42641	PROTECTIVE CLOTHING	1,209.00	44,925	29,344.00			
	101-42200-42700	TRAVEL, CONF & DUES	132.00	14,175	5,357.53			
	101-42200-42800	TELEPHONE	180.00	2,500	2,437.61-	Y		
	101-42200-42810	UTILITIES	3,398.99	44,000	23,651.79			
	101-42200-43200	BUILDINGS	552.56	20,000	362.41			
	101-43100-42500	REPAIRS	12,141.44	150,000	125,154.59			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	101-43100-42600	SUPPLIES	7,300.25	20,000	59,917.15-	Y	
	101-43100-42620	ASPHALT MIX	9,490.00	100,000	82,116.33		
	101-43100-42650	UNIFORMS	541.39	3,750	2,246.91		
	101-43100-42800	UTILITIES	135.00	15,000	7,402.65		
	101-43110-42200	PROFESSIONAL SERVICES	90.00	10,000	9,258.50		
	101-43110-42500	REPAIRS	28.17	1,000	543.05		
	101-43110-42600	SUPPLIES	2,473.06	4,200	857.08-	Y	
	101-43110-42700	TRAVEL CONF DUES	238.00	4,000	1,813.32		
	101-43110-42750	PLANNING COMMISSION EXPENS	62.93	1,200	597.67		
	101-43110-42800	UTILITIES	270.00	2,000	1,016.34		
	101-43110-42916	NUISANCE ABATEMENT	2,372.50	15,000	12,595.64		
	101-43110-43440	PICTOMETRY	10,605.43	12,000	1,394.57		
	101-43120-42670	CHIP SEAL AGGREGATE	47,026.36	77,000	29,653.64		
	101-43120-43300	STREET OVERLAY MAINT	70,034.48	1,635,250	1,164,915.30		
	101-43120-43312	WEST END BRIDGE	19,970.64	294,229	270,048.36		
	101-43150-42200	PROF FEES/SERVICES	800.00	0	800.00-	Y	
	101-43150-43343	2ND, 4TH, & RAILROAD	35,865.85	425,034	233,904.35		
	101-43700-42600	SUPPLIES & MATERIALS	739.79	16,000	7,104.20		
	101-43700-42602	CHEMICALS	529.22	8,500	4,030.68		
	101-43700-42603	WEED EATERS SUPPLIES	448.99	1,500	317.35		
	101-43700-42610	GAS & FUEL	1,274.78	10,000	6,540.03		
	101-43700-42650	UNIFORMS	135.00	500	365.00		
	101-43700-42800	UTILITIES	419.59	5,500	3,288.93		
	101-44120-42600	SUPPLIES	20.52	100	79.48		
	101-44120-42800	UTILITIES-POUND	90.31	2,400	1,195.58		
	101-44120-42900	IMPOUNDING DOGS	350.00	15,300	8,203.55		
	101-45500-42600	SUPPLIES & MATERIALS	673.93	12,000	7,455.95		
	101-45500-42691	DATABASE SYS UPDATE	1,382.00	1,900	32.00-	Y	
	101-45500-42800	UTILITIES	3,176.99	43,375	20,476.77		
	101-45500-43420	BOOKS	3,828.97	47,000	22,489.88		
	101-45500-43421	AUDIO-VISUAL	164.73	4,000	2,938.79		
	101-46500-43100	PROPERTY ACQUISITION	1,170.00	1,000,000	3,666.04		
	201-45110-42250	PROGRAMMING SERVICES	5,075.41	16,000	10,924.59		
	201-45110-42300	PUBLISHING	460.00	4,500	12.78		
	201-45110-42500	REPAIR & MAINTENANCE	715.08	9,000	7,951.61		
	201-45110-42600	SUPPLIES & MATERIALS	931.77	10,000	3,611.07		
	201-45110-42601	CONCESSION SUPPLIES	13,551.44	25,000	4,251.25		
	201-45110-42602	POOL CHEMICALS	10,125.09	45,000	28,864.85		
	201-45110-42605	SUPPLIES & MAT-AQUATICS	979.60	6,750	2,909.43		
	201-45110-42800	UTILITIES	97.50	400	201.63		
	201-45110-42850	UTILITIES-AQUATICS	2,130.49	84,000	80,116.47		
	201-45140-42300	PUBLISHING	95.00	46,500	23,883.00		
	201-45140-42500	REPAIR & MAINTENANCE	16.99	34,000	19,783.92		
	201-45140-42600	SUPPLIES & MATERIALS	749.33	35,027	16,546.12		
	201-45140-42602	CHEMICALS	60.00	18,000	8,941.33		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	201-45140-42800	UTILITIES	4,361.10	159,440	69,645.87				
	201-45160-42500	REPAIR & MAINTENANCE	8,657.61	98,284	61,181.35				
	201-45160-42600	SUPPLIES & MATERIALS	5,898.62	60,968	33,734.85				
	201-45160-42602	CHEMICALS	9,280.00	22,000	12,720.00				
	201-45160-42603	SMALL EQUIPMENT	1,140.00	3,000	1,520.01				
	201-45160-42610	GAS & FUEL	27.97	15,000	11,392.12				
	201-45160-42800	UTILITIES	6,433.63	156,420	77,479.78				
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	1,813.75	476,287	447,738.71				
	201-45165-42600	SUPPLIES	7.29	1,000	886.78				
	201-45165-42610	COST OF GOODS SOLD	3,042.72	33,000	8,972.51				
	201-45210-42300	PUBLISHING	0.73	0	2.92-	Y			
	201-45210-42500	REPAIR & MAINTENANCE	6,096.29	88,080	67,196.65				
	201-45210-42600	SUPPLIES & MATERIALS	35,692.23	90,300	22,548.92				
	201-45210-42602	CHEMICALS	1,155.00	6,000	4,525.04				
	201-45210-42610	GAS & FUEL	4,290.02	33,000	19,823.85				
	201-45210-42800	UTILITIES	140.23	79,200	60,121.84				
	201-45210-42900	MOSQUITO PROGRAM	7,194.15	14,000	6,805.85				
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	73,110.94	831,000	566,722.15				
	203-45220-43300	LAKE IMPROVEMENTS	271,328.86	27,110,360	25,326,784.33				
	209-46530-42920	SPORTS AUTHORITY PROMO	6,200.00	194,640	114,690.00				
	211-46311-42963	COMMUNITY PROJECTS	3,000.00	796,185	791,660.74				
	213-46311-42900	PROJECT IMPROVEMENTS	4,000.00	30,000	13,880.00				
	214-43500-42200	PROFESSIONAL SERVICES	3.42	1,490	1,386.76				
	214-43500-42800	UTILITIES - TELEPHONE	46.19	2,102	1,074.72				
	214-43500-42910	SERVICE CONTRACTS	9,274.90	24,057	1,610.67				
	218-45150-42320	ADVERTISING	4,035.53	900	3,638.52-	Y			
	218-45150-42500	REPAIR AND MAINTENANCE	357.70	9,500	5,634.34				
	218-45150-42511	GARAGE REPAIR & MAINTENANC	7,540.98	20,000	12,009.02				
	218-45150-42600	SUPPLIES & MATERIALS	1,809.94	8,800	5,175.02				
	218-45150-42610	GAS OIL TIRES	733.71	100,000	66,578.24				
	218-45150-42650	UNIFORMS	543.98	1,650	1,106.02				
	218-45150-42800	UTILITIES	158.34	1,565	977.19				
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	520.89	50,750	46,979.37				
	218-45180-42500	REPAIR & MAINTENANCE	936.94	5,000	1,987.86				
	218-45180-42800	UTILITIES	17.08	32,302	21,352.42				
	219-45140-42605	MEAL SUPPLIES	223.27	4,000	2,949.94				
	219-45140-42610	GAS, OIL, TIRES	30.00	2,500	1,462.55				
	219-45140-42800	UTILITIES	17.08	415	311.48				
	219-45140-42911	CONTRACT SERVICES-MEALS	8,043.07	211,490	117,834.72				
	230-43500-42600	SUPPLIES & MATERIALS	60.49	8,500	6,311.56				
	230-43500-42800	UTILITIES	45.00	19,500	9,499.90				
	602-43330-42200	CO2 TANK INSPECTION	3,298.25	0	13,261.25-	Y			
	602-43330-42500	REPAIR & MAINTENANCE	286.99	10,000	14,540.45-	Y			
	602-43330-42600	SUPPLIES & MATERIALS	336.06	18,000	1,210.57				
	602-43330-42800	UTILITIES	83.17	200,000	134,389.48				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
602-43330-42920	CONSUMER CONFIDENCE REPORT	200.00	7,000	4,045.00					
602-43340-42225	PROFESSIONAL SERVICES	19,564.74	355,000	242,576.57					
602-43340-42500	REPAIR & MAINTENANCE	30.99	18,500	17,115.70					
602-43340-42600	SUPPLIES & MATERIALS	36,355.19	125,000	6,004.95					
602-43340-42660	POSTAGE	199.54	10,000	4,390.82					
602-43340-42800	UTILITIES	733.03	11,000	2,996.04					
602-43340-43333	HIGHWAY 37 WATER MAIN REPL	295,252.94	1,013,372	125,618.91-		Y			
602-43340-43338	2ND, 4TH, RAILROAD, & MAIN	27,895.66	250,000	119,496.74					
602-43340-43355	ABOVE GROUND STORAGE	15,046.62	2,319,688	1,456,202.96					
604-43200-42500	REPAIRS	19,929.55	20,000	3,272.82-		Y			
604-43200-42600	SUPPLIES	1,977.04	25,000	3,734.18-		Y			
604-43200-42660	POSTAGE	32.85	9,000	3,533.56					
604-43200-42800	UTILITIES	10,313.15	215,000	108,319.18					
604-43200-43300	NORTH PLANT IMPROVEMENTS	9,527.50	2,430,601	2,408,488.50					
604-43200-43310	SOUTH PLANT IMPROVEMENTS	130,591.12	23,130,800	16,661,017.36					
604-43210-42550	LABORATORY FEES & SERVICES	1,582.25	5,500	589.25-		Y			
604-43210-42600	SUPPLIES	250.58	1,000	154.85-		Y			
604-43250-42200	PROFESSIONAL SERVICES	15,712.39	300,000	192,875.48					
604-43250-42500	REPAIRS	223.21	20,000	17,436.29					
604-43250-42600	SUPPLIES	1,674.16	50,000	17,130.56					
604-43250-42800	UTILITIES	2,476.35	50,000	18,227.34					
604-43250-43317	CIPP	8,464.50	650,000	639,603.20					
604-43250-43336	LIVESAY UTILITIES	208.50	100,000	98,784.31					
604-43250-43338	DAVISON 6TH-7TH UTILITIES	315,150.43	0	315,150.43-		Y			
604-43250-43343	2ND, 4TH, & RAILROAD	17,268.73	278,782	138,334.64					
604-43250-43347	23RD & OHLMAN LIFT STATION	242,721.96	1,665,149	278,539.62					
604-43250-43348	HIGHWAY 37 UTILITIES	15,332.93	1,440,936	1,240,072.14					
604-43250-43349	N HARMON/AIRPORT LIFT STAT	223,689.42	2,100,000	569,615.99					
612-43220-42200	CONTRACT-MILLENNIUM	907.70	30,000	22,207.08					
612-43220-42500	REPAIR & MAINTENANCE	397.72	10,000	6,463.22					
612-43220-42600	SUPPLIES	1,429.41	18,000	13,256.84					
612-43220-42650	UNIFORMS	299.97	750	400.04					
612-43220-43430	DUMPSTERS	6,800.00	7,500	700.00					
612-43230-42500	REPAIRS	3,709.64	15,000	4,563.11-		Y			
612-43230-42600	SUPPLIES	137.60	42,000	15,016.27					
612-43230-42660	POSTAGE	32.85	8,000	3,461.64					
612-43230-43413	AUTOMATED GARBAGE CONTAIN	35,335.00	40,000	4,665.00					
612-43240-42205	MONITOR GROUND WATER-OLD L	1,510.00	11,500	4,468.75-		Y			
612-43240-42500	REPAIR AND MAINTENANCE	3,247.90	32,000	17,489.11					
612-43240-42550	LAB FEES	5,459.00	21,000	14,582.25					
612-43240-42600	SUPPLIES	1,995.17	60,000	167.27-		Y			
612-43240-42610	GAS & OIL	981.27	110,000	82,872.33					
612-43240-42700	TRAVEL, CONF. & DUES	843.50	4,000	579.89					
612-43240-42800	UTILITIES	344.00	13,000	5,384.60					
613-45650-42320	ADVERTISING/PRINTING	10,077.90	0	11,385.81-		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
	613-45650-42500	REPAIRS & MAINTENANCE	3,786.48	0	21,301.61-	Y			
	613-45650-42502	CONTRACT SERVICES	448.58	0	11,324.79-	Y			
	613-45650-42600	SUPPLIES & MATERIALS	3,485.42	0	30,262.82-	Y			
	613-45650-42610	COST OF GOODS SOLD	17,833.46	0	96,379.35-	Y			
	613-45650-42615	COGS-ALCOHOL	67.65	0	9,861.41-	Y			
	613-45650-42660	SHIPPING/POSTAGE	61.18	0	514.94-	Y			
	613-45650-42800	UTILITIES	15,561.60	0	48,804.86-	Y			
	613-45650-42900	TICKETING FEES	303.30	0	3,792.82-	Y			
	614-45250-42200	GOLF PRO CONTRACT	11,136.14	73,840	15,301.68				
	614-45250-42300	PUBLISHING	679.90	2,000	1,034.70				
	614-45250-42500	REPAIR & MAINTENANCE	127.55	12,000	11,068.42				
	614-45250-42600	SUPPLIES & MATERIALS	160.90	25,000	3,705.05				
	614-45250-42603	SAND/GOLF COURSE	1,740.41	6,000	4,259.59				
	614-45250-42610	GAS & FUEL	2,643.86	15,000	8,878.72				
	614-45250-42800	UTILITIES	2,435.65	20,180	11,850.04				
	619-45220-42300	ADVERTISING/PROMOTION	850.00	1,200	350.00				
	619-45220-42500	REPAIR & MAINTENANCE	1,089.50	8,000	4,262.48				
	619-45220-42600	SUPPLIES	35.84	2,500	925.57				
	619-45220-42935	BID TAX	1,104.00	3,800	1,748.00				
	619-45220-43200	BUILDINGS	11,840.00	800,202	750,432.00				
	621-44600-42530	REPAIR & MAINT-VEHICLE	477.43	8,500	7,966.22				
	621-44600-42600	SUPPLIES	974.62	30,400	102,712.75-	Y			
	621-44600-42640	UNIFORMS	287.28	3,600	1,537.82				
	621-44600-42693	SOFTWARE/SUPPORT	176.90	5,200	2,387.70-	Y			
** 2025-2026 YEAR TOTALS **			2,399,286.29						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	3,858.68
101-1220	CITY ADMINISTRATOR	212.65
101-1230	ADMINISTRATIVE BOARDS	45.00
101-1420	FINANCE	173.90
101-1440	HUMAN RESOURCES	2,061.70
101-1920	MUNICIPAL BUILDINGS	892.06
101-1935	INFORMATION TECHNOLOGY	5,992.22
101-2110	POLICE DEPARTMENT	38,877.87
101-2130	TRAFFIC DEPARTMENT	14,200.16
101-2200	FIRE DEPARTMENT	9,638.30
101-3100	STREET DEPARTMENT	29,608.08

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-3110	PUBLIC WORKS ADMIN	16,140.09
101-3120	STREET & SIDEWALK CONST	137,031.48
101-3150	STORM DRAINAGE	36,665.85
101-3700	CEMETERY	3,547.37
101-4120	ANIMAL CONTROL	460.83
101-5500	LIBRARY	9,226.62
101-6500	ECONOMIC DEVELOPMENT	1,170.00

101 TOTAL	GENERAL	309,802.86
201-5110	RECREATION & AQUATICS	34,066.38
201-5140	RECREATION CENTER	5,282.42
201-5160	SPORTS COMPLEXES	33,251.58
201-5165	CADWELL CONCESSIONS	3,050.01
201-5210	PARKS	127,679.59

201 TOTAL	PARK FUND	203,329.98
203-5220	LAKE	271,328.86

203 TOTAL	LAKE MITCHELL	271,328.86
209-6530	BUSINESS IMPROV #4	6,200.00

209 TOTAL	BUSINESS IMPROV DIST #4	6,200.00
211-6311	ENTERTAINMENT TAX	3,000.00

211 TOTAL	ENTERTAINMENT TAX	3,000.00
213-6311	BUSINESS IMPROV DIST #3	4,000.00

213 TOTAL	BUSINESS IMPROV DIST #3	4,000.00
214-3500	E-911	9,324.51

214 TOTAL	E-911 EMERGENCY	9,324.51

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
218-5150	PALACE TRANSIT	15,701.07
218-5180	JVCC	954.02

218 TOTAL	COMMUNITY SERVICES	16,655.09
219-5140	NUTRITION	8,313.42

219 TOTAL	NUTRITION	8,313.42
230-3500	AIRPORT	105.49

230 TOTAL	AIRPORT	105.49
602-3330	WATER TREATMENT PLANT	4,204.47
602-3340	WATER DISTRIBUTION	395,078.71

602 TOTAL	WATER	399,283.18
604-3200	WASTE WATER TREATMENT	172,371.21
604-3210	WASTE WATER IND PRETREAT	1,832.83
604-3250	WASTE WATER COLLECTION	842,922.58

604 TOTAL	SEWER	1,017,126.62
612-3220	RECYCLING PROGRAM	9,834.80
612-3230	WASTE COLLECTION	39,215.09
612-3240	LANDFILL	14,380.84

612 TOTAL	SANITATION	63,430.73
613-5650	CORN PALACE	51,625.57

613 TOTAL	CORN PALACE	51,625.57
614-5250	GOLF COURSE	18,924.41

614 TOTAL	GOLF COURSE	18,924.41

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
619-5220	CAMPGROUND	14,919.34

619 TOTAL	CAMPGROUND	14,919.34
621-4600	EMS	1,916.23

621 TOTAL	EMERGENCY MEDICAL SERVICE	1,916.23

** TOTAL **		2,399,286.29

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
E01 5311-FY18/19	ADS	Marketing/Ads/Promotion	4,035.53
	FUEL	Fuel	733.71
	GAMAJNT	Garage Maintenance	7,540.98
	GASUP	Garage Supplies	19.94
	MAINT	Maintenance/Repairs	357.70
	OFFSUP	Office Supplies	1,790.00
	OFFUT	Office Utilities	68.34
	SHAH	Tablet/Radio Contract	520.89
	UNIF	Uniforms	543.98
	** PROJECT E01 TOTAL **		15,611.07
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	1,475.73
	42600	SUPPLIES/MAINTENANCE	1,224.85
	42603	SMALL EQUIPMENT	741.00
	42610	GAS-FUEL	27.97
	** PROJECT H01 TOTAL **		3,469.55
H04 BASEBALL	42500	REPAIR/MAINTENANCE	1,102.53
	42600	SUPPLIES/MATERIALS	316.14
	42800	UTILITIES	513.82
	** PROJECT H04 TOTAL **		1,932.49
H05 SOFTBALL	42600	SUPPLIES/MATERIALS	3,961.64
	42603	SMALL EQUIPMENT	399.00
	** PROJECT H05 TOTAL **		4,360.64

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H06 ARENA-NORTH RINK	42800	UTILITIES	5,739.81
		** PROJECT H06 TOTAL **	5,739.81
H07 PEPSI COMPLEX	42500	REPAIR/MAINTENANCE	4,201.53
	42600	SUPPLIES/MATERIALS	351.62
	42602	CHEMICALS	9,280.00
		** PROJECT H07 TOTAL **	13,833.15
H13 ARENA-SOUTH RINK	42500	REPAIR-MAINTENANCE	1,877.82
	42600	SUPPLIES-MAINTENANCE	44.37
		** PROJECT H13 TOTAL **	1,922.19
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	4,880.26
	42600	SUPPLIES/MATERIALS	2,301.25
	42610	GAS/FUEL	1,991.52
		** PROJECT H50 TOTAL **	9,173.03
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	312.74
	42900	MOSQUITO PROGRAM	7,194.15
		** PROJECT H51 TOTAL **	7,506.89
H54 DOTY PARK	42600	SUPPLIES/MATERIALS	19,242.00
		** PROJECT H54 TOTAL **	19,242.00
H55 DRY RUN CREEK PARK	42600	SUPPLIES/MATERIALS	520.29
		** PROJECT H55 TOTAL **	520.29
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	10,465.42
		** PROJECT H56 TOTAL **	10,465.42
H58 JENNEWEIN PARK	42600	SUPPLIES/MATERIALS	17.52
		** PROJECT H58 TOTAL **	17.52
H60 NORTHRIDGE PARK	42600	SUPPLIES/MATERIALS	257.98
	42800	UTILITIES	50.23
		** PROJECT H60 TOTAL **	308.21
H77 SPORTSMANS CLUB	42500	REPAIR/MAINTENANCE	1,216.03
	42600	SUPPLIES/MATERIALS	422.46
		** PROJECT H77 TOTAL **	1,638.49

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H82 DOWNTOWN BEAUTIFCATION	42600	SUPPLIES/MATERIALS	2,025.41
		** PROJECT H82 TOTAL **	2,025.41
H85 LAKE MITCHELL WATER	42600	SUPPLIES-MAINTENANCE	35.80
		** PROJECT H85 TOTAL **	35.80
H87 PATTON YOUNG	42600	SUPPLIES-MAINTENANCE	2,389.86
	42602	CHEMICALS	1,155.00
		** PROJECT H87 TOTAL **	3,544.86
J02 INDOOR AQUATIC CTR		CHEMICAL CHEMICALS	60.00
		** PROJECT J02 TOTAL **	60.00
J06 REC CTR-GENERAL BLDG	RM-BLDG	REPAIR/MAINT-BUILDING	16.99
	SM-BLDG	SUPPLIES/MATERIAL-BLDG	377.52
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	371.81
		** PROJECT J06 TOTAL **	766.32
J08 REC CTR PUBLISHING	MIDCO	PUBLISHING-MIDCO	95.00
		** PROJECT J08 TOTAL **	95.00
J09 REC CTR UTILITIES	ELE/GAS	UTILITIES-ELECTRIC/GAS	4,271.10
		** PROJECT J09 TOTAL **	4,271.10
J50 OUTDOOR AQUATIC CENTER	CHEM	CHEMICALS	10,125.09
	CONCESS	CONCESSIONS	13,551.44
	ELE/GAS	UTILITIES-ELECTRIC/GAS	2,130.49
	RM-EQUIP	REPAIR/MAINT-EQUIPMENT	433.89
	RM-GENER	REPAIR/MAINT-GENERAL	516.92
	RM-PLUMB	REPAIR/MAINT-PLUMBING	281.19
	SM-BLDG	SUPPLIES/MATERIAL-BLDG	838.55
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	141.05
		** PROJECT J50 TOTAL **	28,018.62
J51 P&A YOUTH PROGRAMS	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	35.96
	SM-PROGR	SUPPLIES/MATERIAL-PROGRAMS	1,287.49
		** PROJECT J51 TOTAL **	1,323.45
J55 P&A PUBLISHING	DAILY	PUBLISHING-DAILY REPUBLIC	460.00
		** PROJECT J55 TOTAL **	460.00

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
L01 101	42500	REPAIR MAINTENANCE	0.80
	42600	SUPPLIES/MATERIALS	6.00
		** PROJECT L01 TOTAL **	6.80
L05 104	42500	REPAIR MAINTENANCE	944.69
		** PROJECT L05 TOTAL **	944.69
L10 106	42500	REPAIR MAINTENANCE	3,021.74
		** PROJECT L10 TOTAL **	3,021.74
L21 121	42500	REPAIRS MAINTENANCE	260.99
	42600	SUPPLIES MATERIALS	100.36
		** PROJECT L21 TOTAL **	361.35
L38 139	42500	REPAIR MAINTENANCE	80.66
	42600	SUPPLIES MATERIALS	63.98
		** PROJECT L38 TOTAL **	144.64
L39 140	42500	REPAIRS MAINTENANCE	84.90
		** PROJECT L39 TOTAL **	84.90
L3C 197	42600	SUPPLIES MATERIALS	450.68
		** PROJECT L3C TOTAL **	450.68
L47 148	42500	REPAIRS MAINTENANCE	3,188.39
	42600	SUPPLIES MATERIALS	100.36
		** PROJECT L47 TOTAL **	3,288.75
L55 156	42500	REPAIR MAINTENANCE	175.00
	42600	SUPPLIES MATERIALS	1,342.31
		** PROJECT L55 TOTAL **	1,517.31
L58 162	42500	REPAIR MAINTENANCE	75.00
		** PROJECT L58 TOTAL **	75.00
L72 904	42500	REPAIR MAINTENANCE	22.00
		** PROJECT L72 TOTAL **	22.00
L75 907	42600	SUPPLIES MATERIALS	535.18
		** PROJECT L75 TOTAL **	535.18

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
L8A 181	42500 REPAIR MAINTENANCE	1,156.11
	42600 SUPPLIES MATERIALS	514.63
	** PROJECT L8A TOTAL **	1,670.74
L92 178	42500 REPAIR MAINTENANCE	206.82
	42600 SUPPLIES MATERIALS	1,429.41
	** PROJECT L92 TOTAL **	1,636.23
L94 920	42500 REPAIR MAINTENANCE	160.95
	** PROJECT L94 TOTAL **	160.95
L97 173	42500 REPAIR MAINTENANCE	1,438.04
	42600 SUPPLIES MATERIALS	137.60
	** PROJECT L97 TOTAL **	1,575.64
L98 175	42500 REPAIR MAINTENANCE	33.60
	** PROJECT L98 TOTAL **	33.60
L9A 182	42500 REPAIR MAINTENANCE	781.30
	** PROJECT L9A TOTAL **	781.30

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:	July 7, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Maurice & Julie Hartmann-Variance Permit		
Explanation/Background of Agenda Item Requested:	Maurice & Julie Hartmann have applied for a Variance Permit for a rear yard setback of 3' vs 25' for an attached garage. This is located at 1301 Roland Lane, legally described as Lot 14, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The property is zoned R3 Medium Density Residential District. Planning Commission motioned to recommend approval of a 5' rear yard setback instead of the requested 3'. All present voting aye; motion carried. See Planning Commission Unsigned Minutes from 06-23-2025.		



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 [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: Rear yard setback of 3' vs 25' to construct an attached garage.
- Description of Hardship:
WOULD LIKE TO BUILD A HOBBY SHOP TO ENJOY IN RETIREMENT
ODD SHAPED LOT DOES NOT ALLOW

☐ **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: **Lot 14, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota.**

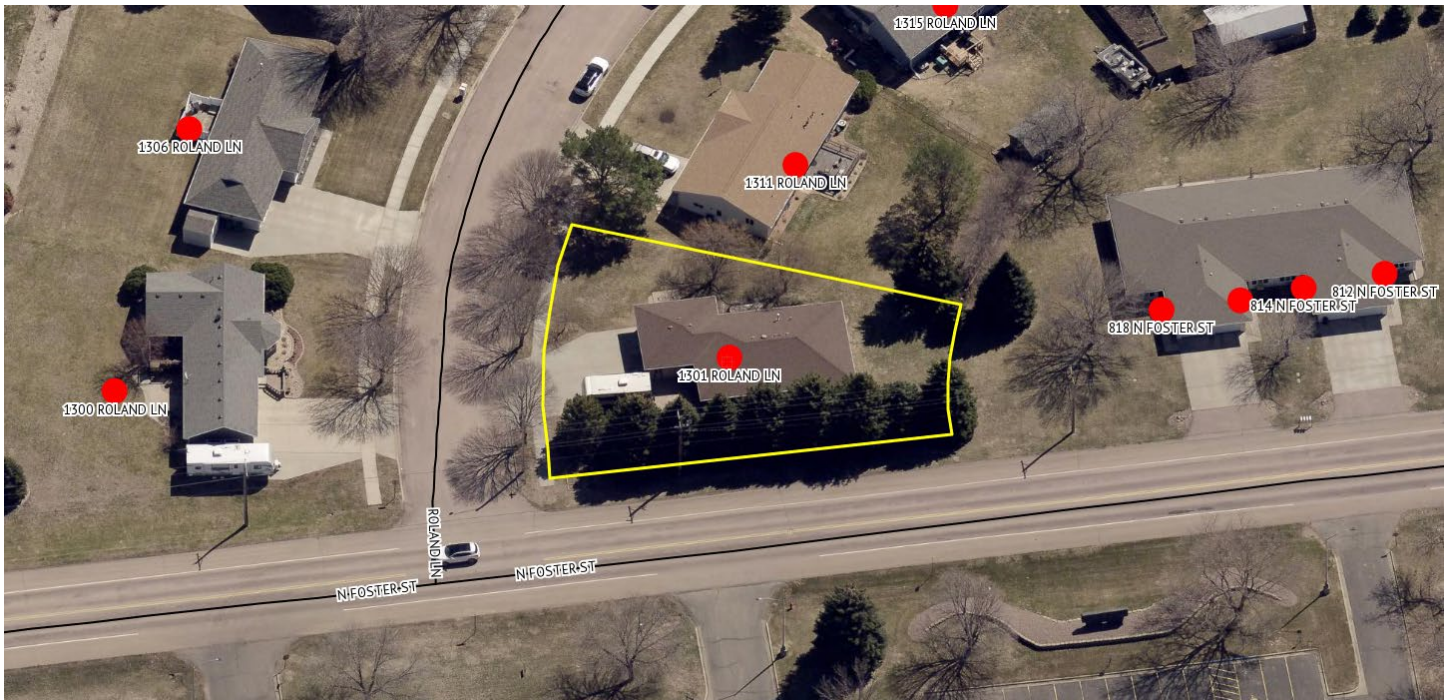
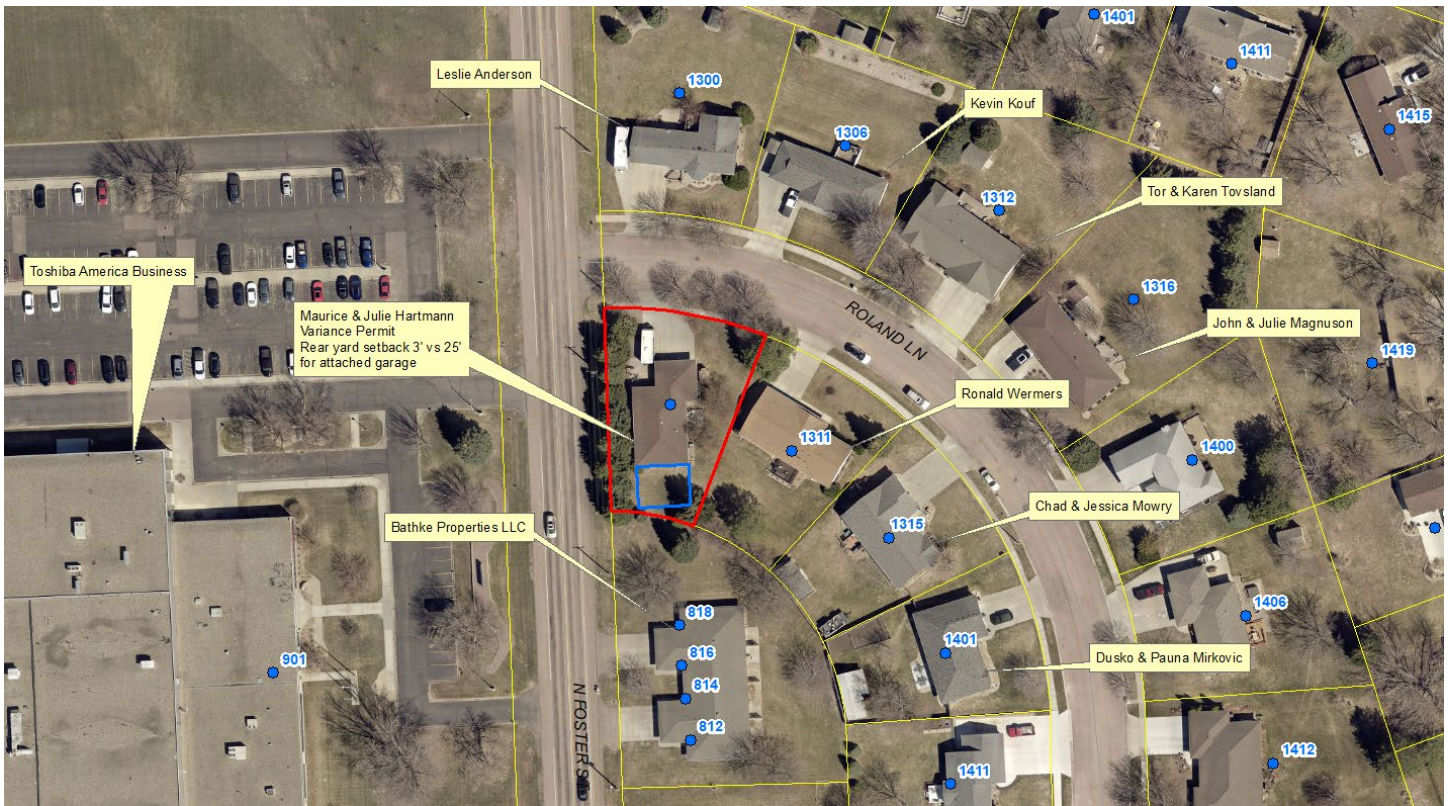
Property Address: **1301 Roland Lane**

Dated this 23rd **of** May, 2025.

APPLICANT

Maurice & Julie Hartmann
OWNER

Handwritten signatures of Maurice Hartmann and Julie Hartmann in purple ink.



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 Maurice & Julie Hartmann have applied for a Variance Permit for a rear yard setback of 3' vs 25' for an attached garage. This is located at 1301 Roland Lane, legally described as Lot 14, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The 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, June 23, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 7, 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 5th day of June, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 11th day of June, 2025

Approximate Cost:

Maurice & Julie Hartmann
1301 Roland Lane
Mitchell, SD 57301

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

Leslie Anderson
1300 Roland Lane
Mitchell, SD 57301

Kevin Kouf
1306 Roland Lane
Mitchell, SD 57301

Tor & Karen Tovsland
1312 Roland Lane
Mitchell, SD 57301

John & Julie Magnuson
207 Broadland Creek Ct
Huron, SD 57350

Ronald Wermers
1311 Roland Lane
Mitchell, SD 57301

Chad & Jessica Mowry
1315 Roland Lane
Mitchell, SD 57301

Dusko & Pauna Mirkovic
1401 Roland Lane
Mitchell, SD 57301

Bathke Properties LLC
3001 Bills Beach Dr
Mitchell, SD 57301

Approval



Tor Tovsland <tor@tovsland.net>
To Mark Jenniges

 You replied to this message on 6/16/2025 7:41 AM.

We, Karen and Tor Tovsland, 1312 Roland Ln, approve of Maurice and Julie Hartmann, 1301 Roland Ln, variance permit request.

Regards,
Tor Tovsland

June 11, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Maurice & Julie Hartmann have applied for a Variance Permit for a rear yard setback of 3' vs 25' for an attached garage. This is located at 1301 Roland Lane, legally described as Lot 14, Block 4, Firesteel Heights Subdivision, City of Mitchell, Davison County, South Dakota. The property is zoned R3 Medium Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, June 23, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Monday, July 7, 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 Bathke Properties
OWNER
812-814-816-818 N. Foster
ADDRESS

☐ APPROVE
☒ DISAPPROVE

COMMENTS:

3' is too close to the rear yard property line. There are also utilities on the property line, which will be difficult to access. A 10' setback would be more suitable.

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:	July 7, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Karl Knight-Variance Permit		
Explanation/Background of Agenda Item Requested:	Karl Knight has applied for a Variance Permit for a rear yard setback of 11' vs 25' for an attached covered patio. This is located at 318 Christine St, legally described as Lot 9, Block 9, Woods First Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R4 High Density Residential District. Planning Commission motioned to recommend approval. All present voting aye; motion carried. See Planning Commission Unsigned Minutes from 06-23-2025.		



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 _____ District to _____ District.

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

- Description of Variance: Rear yard setback of 11' vs 25' for a covered patio.
- Description of Hardship: Used to have a detached pergola and would like to put a roof over entire existing patio.

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

- Description of Conditional Use: _____

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

This Application is for the following described real property:

Legal Description: **Lot 9, Block 9, Woods First Addition, City of Mitchell, Davison County, South Dakota.**

Property Address: **318 Christine St**

Dated this 3rd of June, 2025

Karl Knight
APPLICANT

Karl Knight
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 Karl Knight has applied for a Variance Permit for a rear yard setback of 11' vs 25' for an attached covered patio. This is located at 318 Christine St, legally described as Lot 9, Block 9, Woods First Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, June 23, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 7, 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 5th day of June, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 11th day of June, 2025

Approximate Cost:

Karl Knight
318 Christine St
Mitchell, SD 57301

Roger & Leana Stunes
306 Charles St
Mitchell, SD 57301

Dillon & Jill Miles
312 Charles St
Mitchell, SD 57301

Michael Grosz
Stephanie Vaughan
318 Charles St
Mitchell, SD 57301

Kathryn & Caleb Mueller
400 Charles St
Mitchell, SD 57301

Jonathon & Tara Sievert
406 Charles St
Mitchell, SD 57301

Clayton & Kristi Juracek
407 Christine St
Mitchell, SD 57301

Mindi Smith
401 Christine St
Mitchell, SD 57301

Marius & Heidi Laursen
319 Christine St
Mitchell, SD 57301

Jackie Horton
Lee Clark
313 Christine St
Mitchell, SD 57301

Michael Miller Revocable Tr
2813 Lakeview Dr
Mitchell, SD 57301

Manuel Guevara
Anne Guevara Morales
306 Christine St
Mitchell, SD 57301

Bradyn & Michaela Steffen
312 Christine St
Mitchell, SD 57301

Steven & Erica Mentele
400 Christine St
Mitchell, SD 57301

David & Jamie Klingberg
406 Christine St
Mitchell, SD 57301

Wyatt & Brooke McBrayer
407 Tiger St
Mitchell, SD 57301

Truth Properties LLC
26131 287th Ave
Wood, SD 57585

David & Jacki Roy
1720 E Birch Ave
Mitchell, SD 57301

Ron & Tara Volesky
404 Homer Ct
Unit #4
Mitchell, SD, SD 57301

Michael Podhradsky
Erica Guerrero
307 Tiger St
Mitchell, SD 57301

Craig & Cyra Stucky
300 Tiger St
Mitchell, SD 57301

Eric Hanks
Carol Grode-Hanks
312 Tiger St
Mitchell, SD 57301

Stephanie Myers
Jared Donahue
1801 E Birch Ave
Mitchell, SD 57301

Jilardo & Alejandra Gomez
1800 Snead Ave
Mitchell, SD 57301

Mark,

Sorry for not getting our response back in time in regards to Karl Knights variance.

We were on vacation last week and got home today.

We are in favor of this variance. Karl stopped and showed us his plan and it looks like a great addition to the neighborhood.

Marius & Heidi Laursen

June 11, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Karl Knight has applied for a Variance Permit for a rear yard setback of 11' vs 25' for an attached covered patio. This is located at 318 Christine St, legally described as Lot 9, Block 9, Woods First Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, June 23, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Monday, July 7, 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

Truth Properties LLC

OWNER

26131-28th Ave, Wood, SD 57585 (401 Tiger St)

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:	July 7, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on an Application for Myron VanBuskirk 2nd Amended & Restated Revoc Trust-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Van Buskirk Homes LLC on behalf of Myron VanBuskirk 2nd Amended & Restated Revoc Trust has applied for a conditional use permit for multi-family dwelling units between 5-12 units; located in the 900 block of W Norway Ave, legally described as Lot 16F, a subdivision of Block 16, Sunnyside Addition, City of Mitchell, 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 06-23-25.		



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 _____ 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: 8 units of TownHomes - 2 4 unit Buildings

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

This Application is for the following described real property:

Legal Description: Lot 16F Sunnyside Addition

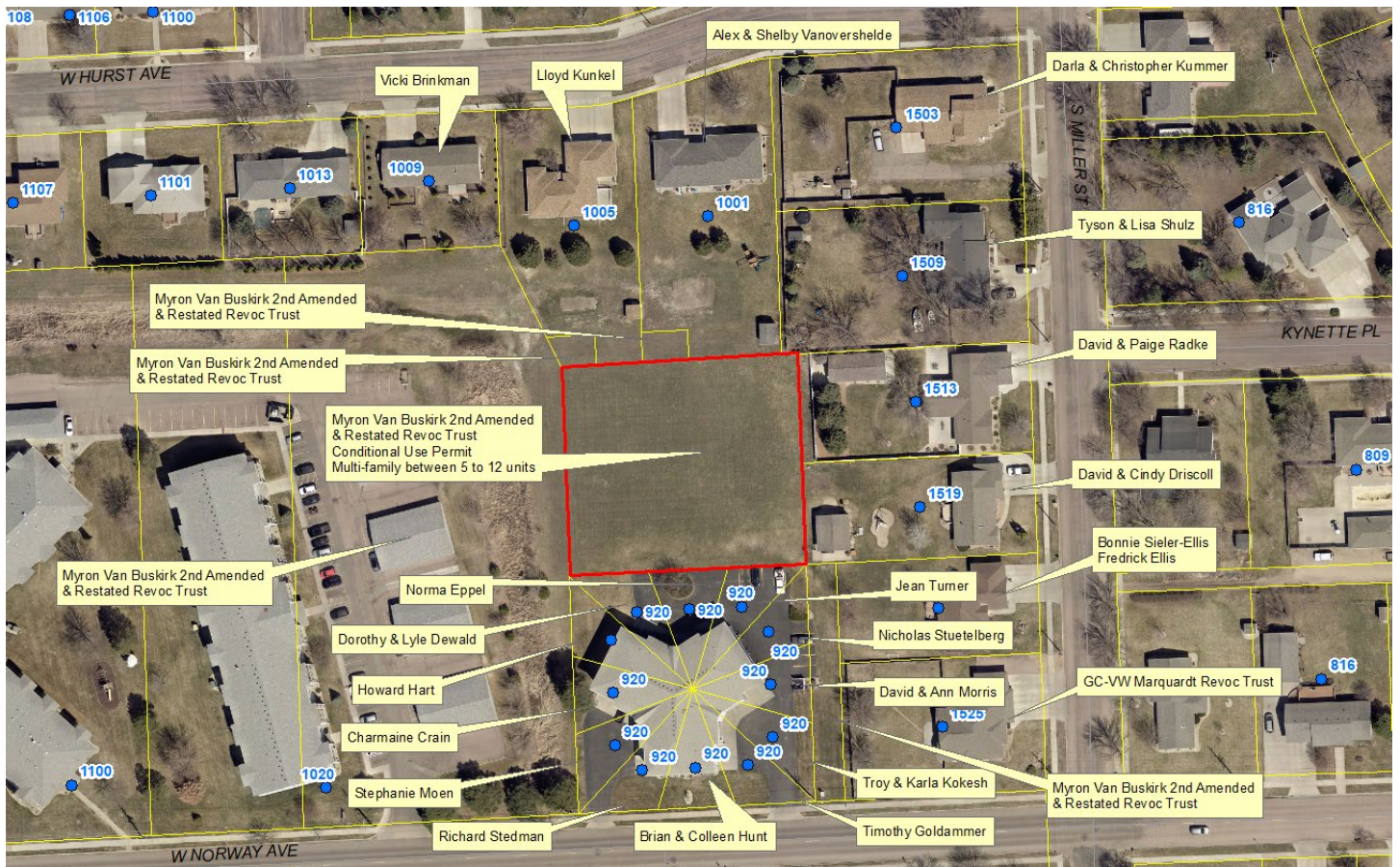
Property Address: _____

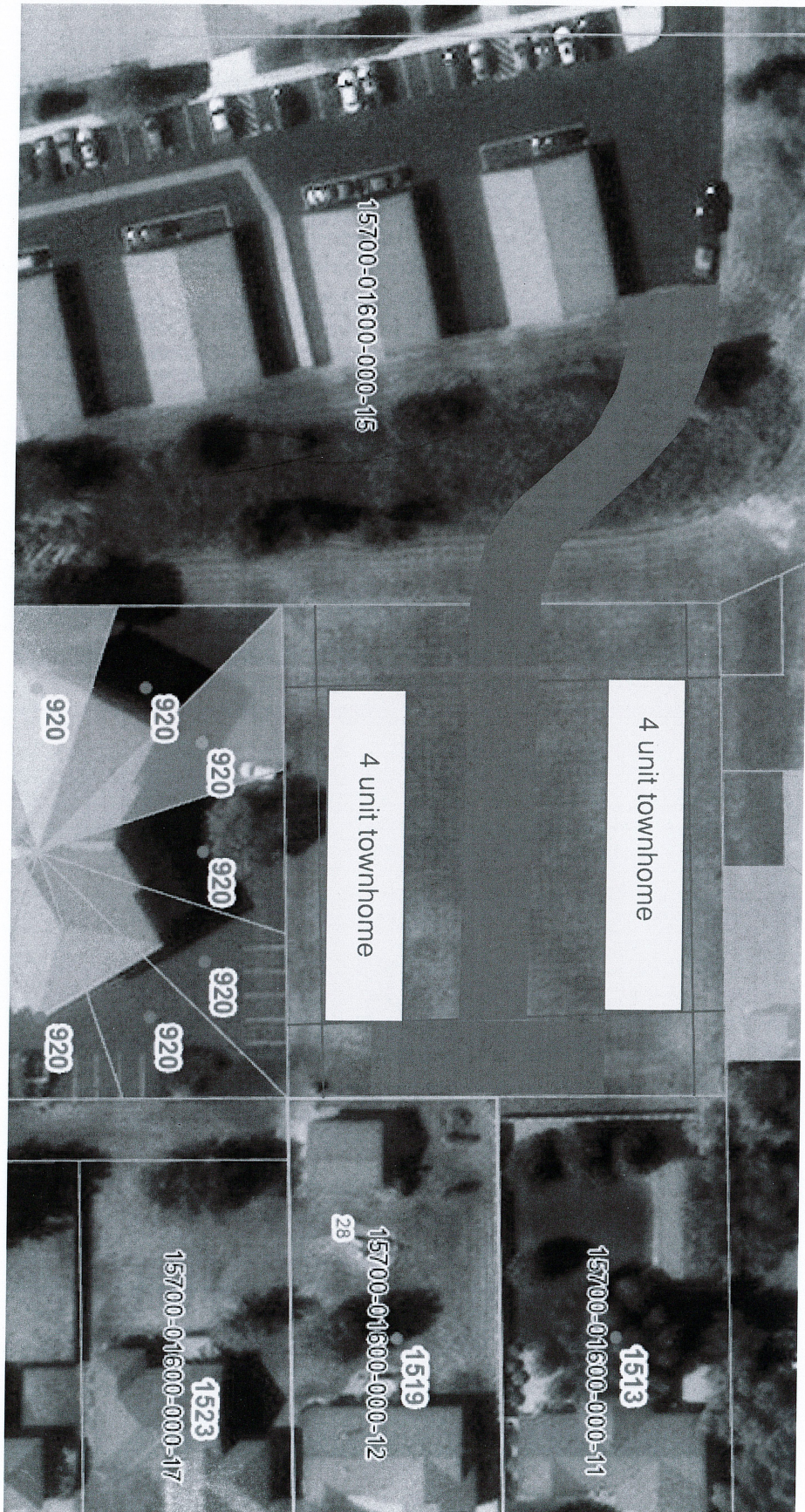
Dated this 4th of June, 2025

Jordan Hefner on Behalf of Van Buren LLC Companies.

APPLICANT

[Signature]
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 Myron VanBuskirk 2nd Amended & Restated Revoc Trust has applied for a conditional use permit for multi-family dwelling units between 5-12 units; located in the 900 block of W Norway Ave, legally described as Lot 16F, a subdivision of Block 16, Sunnyside Addition, City of Mitchell, 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, June 23, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, July 7, 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 5th day of June, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 11th day of June, 2025
Approximate Cost:

Myron Van Buskirk 2nd Amended
& Restated Revoc Trust
2571 S. Westlake DR, STE 100
Sioux Falls, SD 57106

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

Vicki Brinkman
1009 W Hurst Ave
Mitchell, SD 57301

Lloyd Kunkel
1005 W Hurst Ave
Mitchell, SD 57301

Alex & Shelby Vanoverschelde
1001 W Hurst Ave
Mitchell, SD 57301

Darla & Christopher Kummer
1503 S Miller St
Mitchell, SD 57301

Tyson & Lisa Schulz
1509 S Miller St
Mitchell, SD 57301

David & Paige Radke
1513 S Miller St
Mitchell, SD 57301

David & Cindy Driscoll
1519 S Miller St
Mitchell, SD 57301

Bonnie Sieler-Ellis
Fredrick Ellis
1523 S Miller St
Mitchell, SD 57301

GC-VW Marquardt Revoc Trust
1525 S Miller St
Mitchell, SD 57301

Timothy Goldammer
920 W Norway Ave
Unit 204
Mitchell, SD 57301

Brian & Colleen Hunt
Joint Revoc Living Trust
3208 Maui Dr
Mitchell, SD 57301

Richard Stedman
920 W Norway Ave
Unit 202
Mitchell, SD 57301

Stephanie Moen
920 W Norway Ave
Unit 201
Mitchell, SD 57301

Charmaine Crain
920 W Norway Ave
Unit 306
Mitchell, SD 57301

Howard Hart
3210 N Dakota Ave
Apt 123
Corsica, SD 57328-2238

Dorothy & Lyle Dewald
920 W Norway Ave
Unit 304
Mitchell, SD 57301

Norma Eppel
920 W Norway Ave
Unit 303
Mitchell, SD 57301

Jean Turner
920 W Norway Ave
Unit 302
Mitchell, SD 57301

Nicholas Stuetelberg
920 W Norway Ave
Unit 301
Mitchell, SD 57301

David & Ann Morris
920 W Norway Ave
Unit 206
Mitchell, SD 57301

Troy & Karla Kokesh
920 W Norway Ave
Unit 205
Mitchell, SD 57301

June 11, 2025

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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 Bonnie Ellis
OWNER
1523 S Miller Mitchell
ADDRESS

☐ APPROVE
☒ DISAPPROVE

COMMENTS: Water Drainage
Snow Removable
Access to Front Bldg.
Garbage Placement

Outside expectations

June 11, 2025

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I/We

Paul Driscoll, Cynthia Driscoll
OWNER

1519 S Miller Ave, Mitchell
ADDRESS

____ APPROVE

X DISAPPROVE

COMMENTS:

At this time, there is not enough information on this project !!
Water drainage to protect all properties?
Snow removal/piling and where?
Where do future tenants enter and depart area?
Van Buskirk has not been ^{good} at current time on this location for drainage and weed control !!
~~will~~ will any outside perimeters be bermed?
~~will they put up~~ Privacy Fences for us?
Outside expectations
will units be sold - maintenance
Townhouse - who owns land - HOA's? How many total units?
Page 170 of 397

June 11, 2025

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I/We Tim Goldmann
OWNER

920 W. Norway Apt 204
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

Great Property management company

June 11, 2025

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I/We Jean Turner
OWNER
920 West Norway #302
ADDRESS

 APPROVE

X DISAPPROVE

COMMENTS: Drainage is a major issue.
I'm very concerned about emergency vehicles' access in and out of the area due to limited access points.

Outside expectations

June 11, 2025

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I/We Norma Appel
OWNER
920 West Norway #303
ADDRESS

 APPROVE

X DISAPPROVE

COMMENTS:

1. How will construction vehicles and future tenants enter & exit the property.
2. Will emergency vehicles, garbage trucks, moving vans etc. have adequate space to enter and exit property.
3. Is VanBuskirk Homes aware that the drainage ditch to the West and North will fill and overflow during a severe rain. It takes 8 to 10 hours for it to completely drain. Drainage problem on the east side of the condo with no way for that to drain except for absorption into the ground. I have pictures showing the drainage problem.

Outside expectations

June 11, 2025

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I/We

Richard Stedman

OWNER

920 W. Norway #202

ADDRESS

 APPROVE

X DISAPPROVE

COMMENTS:

Problems with drainage / snow removal / garbage,
owner access, drainage ditch overflow *Outside expectations*

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	Is the band city or outside entity?	City Funding	Use of Bandshell	Provides Equipment	Insurance provided by the City	Storage in city facility
Brandon	No Municipal Band.					
Brookings	Outside Entity	\$ 6,000	Free	SDSU	No	
Lennox	Outside entity	\$ 5,090	Free	no	no	yes
Spearfish	Outside Entity	\$ 300	free	no	no	no
Harrisburg	No Municipal Band.					
Watertown	Outside Entity	\$ 13,000.00	Free	no	no	no
Vermillion	No Municipal Band.	n/a				
Pierre	Outside Entity	\$ 6,000.00	Free	no	no	no
Yankton	Outside Entity	\$ 3,800.00	Free	no	no	no
Aberdeen	part of the art & cultural center- P&R Department	\$ 32,000.00				
Madison	Outside Entity	\$ 3,750.00	Free	no	no	no

City of Mitchell Subsidy Funding History to the Community Band:

Year	Subsidy Amount
2007	\$ 9,000
2008	\$ 9,000
2009	\$ 10,000
2010	\$ 10,000

2011	\$ 10,000	
2012	\$ 10,000	
2013	\$ 10,000	
2014	\$ 10,000	
2015	\$ 10,500	
2016	\$ 10,500	
2017	\$ 10,250	
2018	\$ 10,250	
2019	\$ 10,250	
2020	\$ 10,250	
2021	Due to no performances in 2020- no request made	
2022	\$ 12,540	
2023	\$ 11,000	
2024	\$ 11,000	
2025	\$ 11,500	

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:	July 7, 2025	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Lake Mitchell Project Update by Barr Engineering		
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: **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: Bids were opened on June 26, 2025 in City Hall at 1:30 PM. Three bids were received as follows:

Lt Companies, Inc. - Tea, SD
Bid Schedule A - \$256,392.00

Mid-America Sports Construction - Lee's Summit, MO
Bid Schedule A - \$377,386.25

Minnesota Sodding Company - Welch, MN
Bid Schedule A - \$650,950.20

Engineer's Estimate
Bid Schedule A - \$266,533.00

Please see the attached bid tabulation for detailed information.

Jacob Sonne, PE with SPN and Associates has reviewed the bid and applicable documents and recommends awarding the bid to LT Companies, Inc. at the contract bid amount of \$256,392.00.

Current Project Budget-\$377,000
Professional Services - \$33,000
Base Bid - \$256,392.00
Total Bid Amount - \$289,392.00
Project Contingency - \$87,608
Potential of \$29,500 to be used towards dugout project.

Staff recommends awarding the bid to Lt Companies, Inc. for a total bid amount of \$256,392.00.

Cadwell Park Infield Improvements

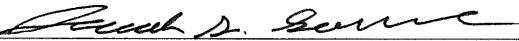
Mitchell, SD

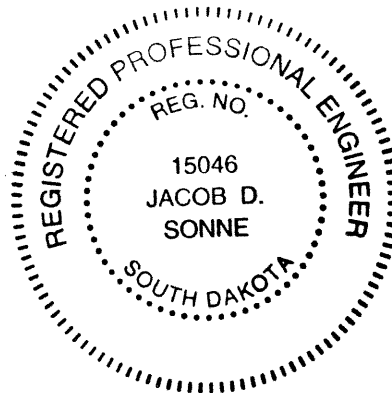
SPN# 16650

Bid Schedule A

			LT Companies Inc 27070 Duke Avenue Tea SD 57064		Mid-America Sports Construction 1621 SE Summit Street Lee's Summit MO 64081		Minnesota Sodding Company 14995 218th Street SE Welch MN 55089		Engineer's Estimate	
Item #	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1 LS	\$70,000.00	\$70,000.00	\$17,000.00	\$17,000.00	\$50,383.00	\$50,383.00	\$35,000.00	\$35,000.00
2	Clearing and Grubbing	1 LS	\$30,000.00	\$30,000.00	\$10,625.00	\$10,625.00	\$13,930.00	\$13,930.00	\$3,000.00	\$3,000.00
3	Remove Existing Irrigation Pipe and Heads	1 LS	\$1,550.00	\$1,550.00	\$3,750.00	\$3,750.00	\$3,230.00	\$3,230.00	\$2,500.00	\$2,500.00
4	Remove Salvage and Replace Agrilime - Outfield Warning Track	150 SY	\$10.00	\$1,500.00	\$7.50	\$1,125.00	\$25.33	\$3,799.50	\$10.00	\$1,500.00
5	Remove and Dispose Asphalt Surfacing	121 SY	\$15.00	\$1,815.00	\$18.75	\$2,268.75	\$10.04	\$1,214.84	\$15.00	\$1,815.00
6	Full Depth Asphalt Saw Cut	10 LF	\$5.00	\$50.00	\$18.75	\$187.50	\$30.30	\$303.00	\$12.00	\$120.00
7	Topsoil Excavation	292 CY	\$8.00	\$2,336.00	\$15.00	\$4,380.00	\$59.36	\$17,333.12	\$20.00	\$5,840.00
8	Infield Skin Excavation and Placement	11 CY	\$25.00	\$275.00	\$22.50	\$247.50	\$463.63	\$5,099.93	\$50.00	\$550.00
9	Core Drill Existing Inlet and Connect w/ 12" PVC Storm Sewer	1 EA	\$500.00	\$500.00	\$1,062.50	\$1,062.50	\$2,429.00	\$2,429.00	\$1,500.00	\$1,500.00
10	12" SDR 35 PVC Storm Sewer	304 LF	\$42.00	\$12,768.00	\$20.00	\$6,080.00	\$44.44	\$13,509.76	\$80.00	\$24,320.00
11	12" SDR 35 PVC Drain Tile w/ Drainage Aggregate and Fabric Separator	214 LF	\$46.00	\$9,844.00	\$20.00	\$4,280.00	\$53.10	\$11,363.40	\$100.00	\$21,400.00
12	8" SDR 35 PVC Drain Tile w/ Drainage Aggregate and Fabric Separator	26 LF	\$32.00	\$832.00	\$16.25	\$422.50	\$47.88	\$1,244.88	\$85.00	\$2,210.00
13	4" SDR 35 PVC Drain Tile w/ Drainage Aggregate and Fabric Separator	608 LF	\$20.00	\$12,160.00	\$13.75	\$8,360.00	\$37.37	\$22,720.96	\$75.00	\$45,600.00
14	12" 45 Degree PVC Bend	3 EA	\$175.00	\$525.00	\$125.00	\$375.00	\$1,024.66	\$3,073.98	\$100.00	\$300.00
15	12"x8" PVC Wye	1 EA	\$285.00	\$285.00	\$243.75	\$243.75	\$1,947.00	\$1,947.00	\$200.00	\$200.00
16	12"x4" Cleanout w/ Cap, Plug, Bend, Riser Pipe, and Casting	1 EA	\$300.00	\$300.00	\$187.50	\$187.50	\$1,757.00	\$1,757.00	\$1,200.00	\$1,200.00
17	12"x8" PVC Reducer	1 EA	\$200.00	\$200.00	\$225.00	\$225.00	\$732.00	\$732.00	\$200.00	\$200.00
18	Connect to Existing 8" Dugout Drain Pipe	2 EA	\$250.00	\$500.00	\$625.00	\$1,250.00	\$805.00	\$1,610.00	\$500.00	\$1,000.00
19	10" Depth 80/20 Rootzone Mix	268 CY	\$65.00	\$17,420.00	\$350.00	\$93,800.00	\$251.90	\$67,509.20	\$60.00	\$16,080.00
20	4" Pea Gravel	81 CY	\$35.00	\$2,835.00	\$162.50	\$13,162.50	\$224.45	\$18,180.45	\$60.00	\$4,860.00
21	Geotextile Fabric Separator	730 SY	\$2.00	\$1,460.00	\$25.00	\$18,250.00	\$7.25	\$5,292.50	\$2.00	\$1,460.00
22	Place Salvaged Topsoil and Grading	100 CY	\$20.00	\$2,000.00	\$18.75	\$1,875.00	\$2,800.00	\$280,000.00	\$50.00	\$5,000.00
23	42" Sod	3420 SY	\$4.85	\$16,587.00	\$26.25	\$89,775.00	\$5.46	\$18,673.20	\$5.00	\$17,100.00
24	DuraEdge FS 50 Amendment	25 TN	\$385.00	\$9,625.00	\$468.75	\$11,718.75	\$664.00	\$16,600.00	\$500.00	\$12,500.00
25	DuraEdge Classic Infield Mix	25 TN	\$400.00	\$10,000.00	\$343.75	\$8,593.75	\$564.00	\$14,100.00	\$500.00	\$12,500.00
26	Finely Crushed Dolomitic Limestone	15 TN	\$100.00	\$1,500.00	\$218.75	\$3,281.25	\$124.60	\$1,869.00	\$150.00	\$2,250.00
27	Pitcher's Mound Rehab	1 LS	\$7,200.00	\$7,200.00	\$6,250.00	\$6,250.00	\$6,000.00	\$6,000.00	\$2,250.00	\$2,250.00
28	Batter's Box Rehab	1 LS	\$8,800.00	\$8,800.00	\$4,375.00	\$4,375.00	\$6,000.00	\$6,000.00	\$2,250.00	\$2,250.00
29	Bullpen Mound Rehab (Both Base Lines)	1 LS	\$11,600.00	\$11,600.00	\$12,500.00	\$12,500.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
30	Install City Furnished Bases, Pitching Rubber, and Home Plate	1 LS	\$1,500.00	\$1,500.00	\$937.50	\$937.50	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00
31	5" Concrete Surfacing	121 SY	\$10.00	\$1,210.00	\$100.00	\$12,100.00	\$93.22	\$11,279.62	\$100.00	\$12,100.00
32	Granular Cushion	29 TN	\$35.00	\$1,015.00	\$127.50	\$3,697.50	\$49.34	\$1,430.86	\$32.00	\$928.00
33	Install New Irrigation Pipe and Heads at Removal Locations	1 LS	\$16,000.00	\$16,000.00	\$16,250.00	\$16,250.00	\$17,230.00	\$17,230.00	\$7,500.00	\$7,500.00
34	Install New Infield Skin Irrigation Zone Piping, Fittings, and Heads	1 LS	\$2,200.00	\$2,200.00	\$18,750.00	\$18,750.00	\$23,504.00	\$23,504.00	\$18,000.00	\$18,000.00
Total for Bid Schedule A Items 1 - 34 Inclusive			\$256,392.00		\$377,386.25		\$650,950.20		\$266,533.00	

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


Jacob D. Sonne, P.E., Project Engineer, SPN & Associates



July 1, 2025

Joe Schroeder, P.E., Public Works Director
City of Mitchell
601 North Main Street
Mitchell SD 57301

RE: Cadwell Park Infield Improvements
Mitchell, South Dakota
SPN #16650 City #2025-23

Dear Mr. Schroeder:

SPN and Associates has reviewed the submitted bids for the above project. LT Companies, Inc. was the low bidder. SPN recommends that the City of Mitchell award the Bid for the above project to LT Companies, Inc. at the contract bid amount of \$256,392.00 for Bid Schedule A. This bid is less than the Engineer's estimate of \$266,533.00.

Enclosed herewith for the City's files are:

- Bid Tabulation (for City's files)
- The three bids that were received (for City's files—copies have been made for our files and use)
- Low bidder's Statement of Qualifications

Sincerely,

SCHMUCKER, PAUL, NOHR & ASSOCIATES

Jacob D. Sonne /tm

Jacob D. Sonne, P.E.
Project Manager

JDS:tm

Enclosures

SECTION 00436 STATEMENT OF QUALIFICATIONS

To: **City of Mitchell, South Dakota**

Project: **Cadwell Park Infield Improvements**

At: **Mitchell, South Dakota**

Date Submitted: 06.26.25 Bid Letting Date 06.26.25

The following statements of qualifications and experience are current for:

LT Companies Inc 27070 Duke Ave Tea, SD 57064
Name of Organization Address

We are incorporated in the State of South Dakota

Our principal work is General Contracting

EXPERIENCE RECORD

A. Completed projects: (List several from past two years.)

Location and Description of Work	Owner	Contract Amount	Date Completed
Beresford Ballfield	City of Beresford	1,859,000	11.2024
Tea Complex	City of Tea	1,844,000	08.2024
Hammelin Park Drainage Improv.	City of Sioux Falls	436,800	11.2024

B. Work in Progress

Location and Description of Work	Owner	Contract Amount	Date Completed
Harrisburg Softball & Baseball Complex	Harrisburg School District	1,678,000	est. July 1, 2025

C. Major Equipment

The following list of major equipment is proposed for use on this Project:

Description	Manufacturer	Size & Class	Capacity	Year Mfd.
dozer	John Deere	450		
excavator	Bomcat	E85		
excavator	Cat	320		
blade	John Deere	570		
lazer grader	John Deere	333G		

D. Superintendant

Our superintendent or foreman of this project will be:

Tony Brown

His experience includes: owner, estimator and project manager
for past 35 years

General statement of experience and qualification of this organization

includes: 35 years of general contracting doing many
projects for local cities.

E. Bonding Company

Our Bonding Company is: Pate Bonding

Address: 1216 S Roberts St. West St. Paul, MN Phone No. 651-457-6842

F. Subcontractors and Suppliers

Proposed Sub-Contractors: Identify and give brief narrative on each subcontractor including name, address, work to be performed and qualifications. (Indicate which firms are MBE or WBE)

- Pro Contracting - 1804 W Havens, Mitchell, SD - Concrete
- First Rate - 1509 E 39th St N, SF, SD - aggregate supplier / 80/20 mix
- Ferguson Watworks 46997 Sunset, SF, SD - pipe supplier
- Spencer Quarries, - 25341 430 Spencer, SD - aggregates supplier
- Bryan Rock - Box 215 Shakopee MN - aggregate supplier
- Waupaca E 3481 Royaton St, Waupaca WI - root zone supplier
- Site One Landscaping - 201 E Highpoint St, Tea, SD
- supply dura edge products & sprinkler parts

G. Certification

I certify that all of the statements outlined above are true representations.

FIRM NAME LT Companies Inc

Prepared by 
Signature

Title President

Address 27070 Duke Ave
Tea, SD 57064

Telephone No. 605.368.2253

CITY OF MITCHELL

City Council Meeting Agenda Item Request

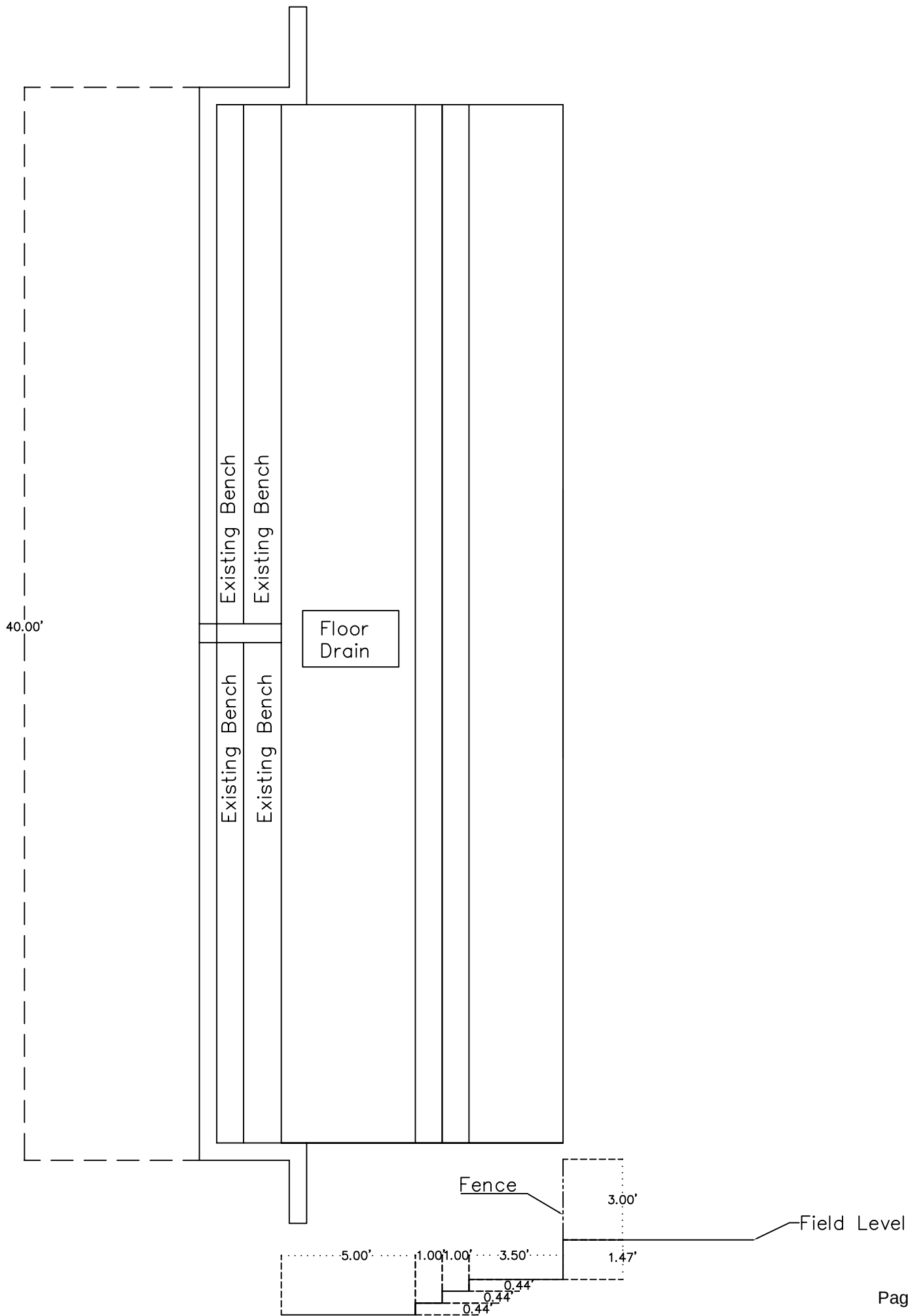


The deadline for agenda items is Wednesday at noon, prior to the City Council Meeting

Meeting Date Requested:	July 7, 2025	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	201-45210-43300 - \$29,500 (From Cadwell Infield Project Contingency)
Jim Johnston - \$29,000 (Private Donation)		
Agenda Item:	Action to Approve Quote with Williams Masonry, Inc. for Cadwell Dugout Improvements		
Explanation/Background of Agenda Item Requested:	A quote was requested from Williams Masonry, Inc. to replace the front half of the dugouts at Cadwell Baseball Field. The enclosed portion of the dugout is not being replaced. The price provided by Williams Masonry, Inc is \$58,000 with an additional \$500 for insurance totaling \$58,500.

Parks staff recommends awarding the quote to Williams Masonry.		









WILLIAMS MASONRY, INC.

1020 N. HARNON DRIVE

MITCHELL, SD 57301

PHONE NO. 605-999-6296

FAX NO. 605-292-0324

06/26/2025

Job: Cadwell Dugouts REV

Location: Mitchell, SD

I would like to submit a bid for masonry material & labor for the above referenced project.

BASE BID-MASONRY MATERIAL, LABOR & EQUIPMENT

Option 1 dugout improvements\$58,000.00

FIFTY EIGHT THOUSAND DOLLARS.00/100.

BID DOSE INCLUDE THE FOLLOWING:

Home and Away Dugout

BID DOSE NOT INCLUDE THE FOLLOWING:

water, electricity

WE ACKNOWLEDGE THE FOLLOWING ADDENDA:

The General Contractor is required to add Williams Masonry, Inc. as a named insured on the Builders Risk with a total limit and a \$500.00 deductible. If this is not included by Owner or General Contractor, then the option should be made for Williams Masonry, Inc. to add this coverage on the contract along with the cost before job is started.

Any questions, please call Joe at: 1-605-999-6296 or Tate 1-605-999-0018

Sincerely,

Williams Masonry, Inc.

Joe Williams, President- Tate Williams VP-Operations Manger

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:	July 7, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Utility Cost and Annexation Agreement #A2025-40 with Maynard and Betty Hieb 1725 Scenic Court		
Explanation/Background of Agenda Item Requested:	Annexation Agreement #A2025-40 for 1725 Scenic Court Dr for City Water Service Maynard and Betty Hieb located at 1725 Scenic Court Dr have requested city water service. Property owners are required to sign an annexation agreement prior to receiving City services since they are located outside of City limits. The property owners water service connection plan will be approved by Public Works and the improvements will be completed at no cost to the City. The full agreement has been attached for your information. Staff recommends Council approval and to authorize the Mayor to sign on their behalf.		

Prepared by:
Justin M. Johnson
City Attorney
Mitchell, SD 57301
(605) 990-7940

Utility Cost and Annexation Agreement

This Utility Cost and Annexation Agreement, hereinafter "Agreement", is entered into as of the date signed below, hereinafter "Effective Date", by and between the following parties:

The City of Mitchell, a South Dakota municipal corporation, hereinafter "City"; and
Maynard and Betty Hieb, hereinafter "Hieb".

WHEREAS the City of Mitchell provides certain utility services, such as water distribution and sanitary sewer, to its residents and select non-residents, and plans for the expected expansion of such utility services; and

WHEREAS the property of Hieb described below, is not currently within the City of Mitchell's boundaries but is located near such boundaries; and

WHEREAS Hieb desires to connect to certain City provided utility services, and the City wishes to provide such services; and

WHEREAS Hieb desires to commit to annexing their property, described below, into the City of Mitchell upon occurrence of certain conditions.

THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Hieb's property ("Hieb's Property") subject of this Agreement is legally described as:

Lot 1 in Block 1, Pleasant Hills Addition, A Portion of Lot 1 in the NW ¼ of Section 14, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota

2. The utilities project discussed herein involves the installation of water pipe to serve Hieb's property by connecting to City's water distribution line. City's Public Works Director shall review and approve the proposed connection before construction begins. City shall have the right to inspect all aspects of the project and require the work be completed to City's satisfaction. Hieb will be allowed to be served by City's water distribution line in the manner and under the conditions generally applicable to Mitchell residents by state and local law. Hieb consents to the City's jurisdiction and authority for matters relating to the connection or provision of City utilities.

3. Hieb shall be responsible for all construction and costs associated with the water service and connection to City services.

4. Hieb hereby irrevocably commits to annexing Hieb's Property into the City of Mitchell at the same time that a property adjacent to any portion of Hieb's Property is annexed into the City of Mitchell. For the purposes of this section, the presence of intervening public right of way does not prevent a property from being adjacent to the Property.

5. In the event that a third party brings a legal action against the City in relation to the City providing water service to the property as described herein, the City shall have the option to discontinue service to the property at any time. In the event City exercises its option to discontinue service, any amounts paid by Hieb for the infrastructure or water used are non-refundable and Hieb shall not be entitled to any off-set, proration, or other type of reimbursement for costs paid to City in relation to the provision of water service regardless of the length of time such service was provided.

6. The terms and conditions of this Agreement shall be deemed a covenant running with the land and shall be binding upon Hieb, its successors, heirs, and assigns. This Agreement shall be recorded with the Davison County Register of Deeds.

This Agreement supersedes any past agreements and constitutes the entire agreement of the parties.

Dated this ____ day of _____, 2025 (Effective Date).

[signature page to follow]

GRANTOR

Maynard and Betty Hieb

Date: _____

STATE OF _____)
)SS
COUNTY OF _____)

The following individual(s):

_____ having been
known or satisfactorily proven to me to be the individual(s) herein identified, and such
individual(s) representing that she/he/they possess the appropriate capacity and authority to
execute the foregoing instrument, did execute the foregoing instrument for the purposes
therein contained.

Subscribed and sworn to before me this ____ day of _____, 20__.

(SEAL)

Notary Public
My commission expires: _____

GRANTEE

City of Mitchell

Jordan Hanson, Mayor

Date:_____

Attest:

Michelle Bathke, Finance Officer

(Seal)

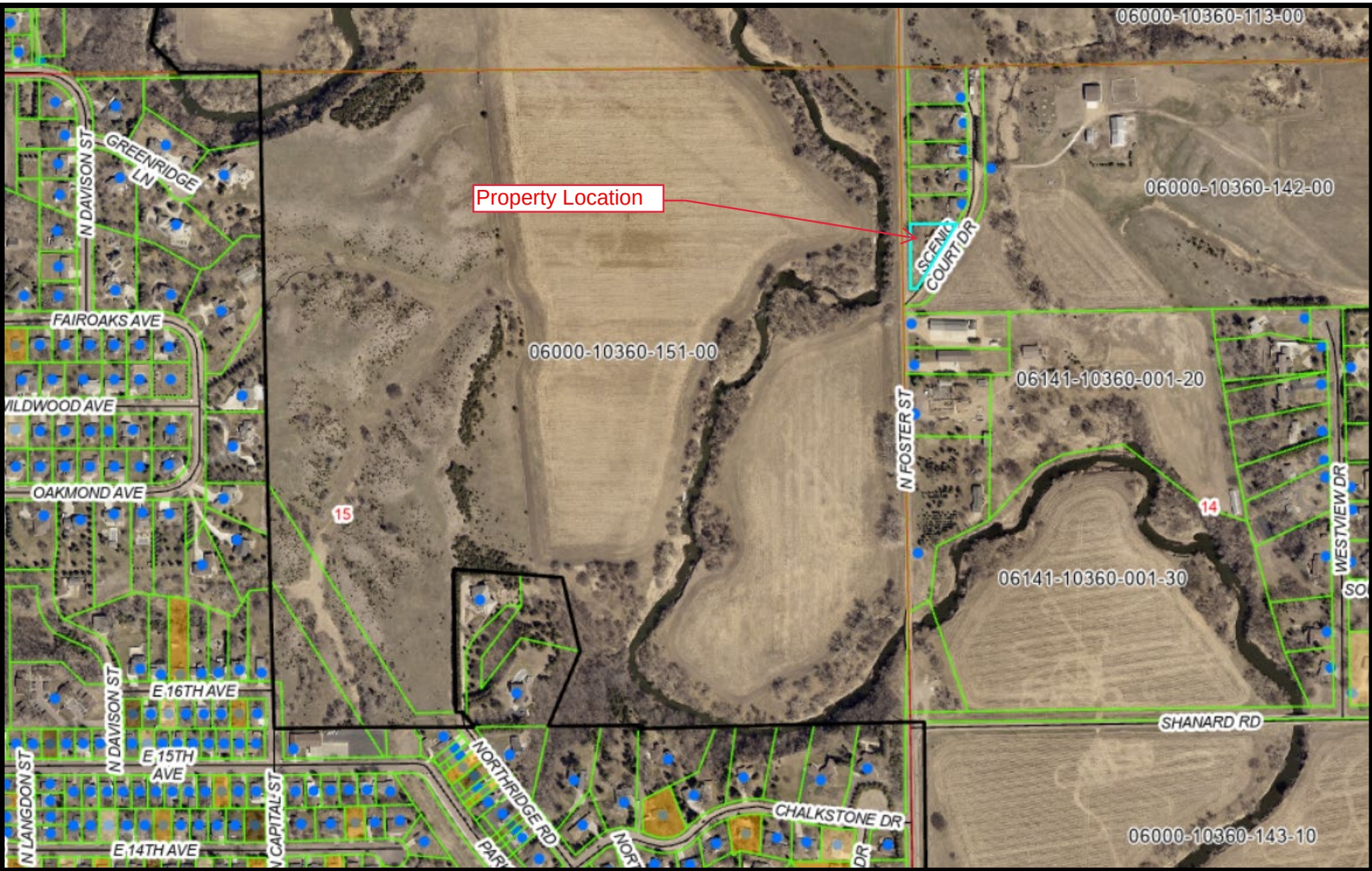
STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

Jordan Hanson and Michelle Bathke being first duly sworn on oath, deposes and says that he/she is the Mayor and Finance Officer, respectively, of the City of Mitchell, SD, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of such entity in his/her official capacity.

Subscribed and sworn to before me this ____ day of _____, 20____.

(SEAL)

Notary Public
My commission expires:_____



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:	July 7, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	230-43500-43205, \$1,513,900		
Agenda Item:	Action to Approve Grant Offer Agreement #A2025-41 for a Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) for the Construction of a Revenue Producing Hangar Grant Offer AIP '33		
Explanation/Background of Agenda Item Requested:	Action to Approve Grant Offer for a Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) for the Construction of a Revenue Producing Hangar The airport is requesting City Council approve the grant offer for the Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) for Project No. 3-46-0037-033-2025 for the construction of a revenue producing hangar. A request was authorized by Council on April 7, 2025 which requested \$1,070,650 with 90% Federal share and 10% City share. The City has been awarded the requested amount. The proposed hangar will consist of four separate areas to store aircraft. Please see the attached location map for additional information. Staff recommends council approval and to grant authorization for the Mayor to sign and for the grant offer to be executed. 		



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Great Lakes Region
South Dakota

Dakota-Minnesota Airports District Office

Bismarck Office
2301 University Drive
Building 23B
Bismarck, ND 58504

Minneapolis Office
6020 28th Avenue South
Suite 102
Minneapolis, MN 55450

June 16, 2025

The Honorable Mayor Jordan Hanson
City of Mitchell
612 N. Main St.
Mitchell, SD 57301

Dear Mayor Jordan Hanson:

The Grant Offer for Infrastructure Investment and Jobs Act (IIJA) Airport Infrastructure Grant (AIG) **Project No. 3-46-0037-033-2025** at Mitchell Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **July 11, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Jason Kral, (701) 323-7383, Jason.A.Kral@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



E. Lindsay Terry
Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2025 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	June 16, 2025
Airport/Planning Area	Mitchell Municipal Airport
Airport Infrastructure Grant Number	3-46-0037-033-2025
Unique Entity Identifier	JXEFNSSK2VF4

TO: City of Mitchell
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)
This grant channels through the State of South Dakota.

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 09, 2025, for a grant of Federal funds for a project at or associated with the Mitchell Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Mitchell Municipal Airport (herein called the "Project") consisting of the following:

Phase 2 Construct Hangar (216'x50') - Construction of 162'x50'(3 of 4 Bays),

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (IIJA) (Public Law (P.L.) 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of (a) the Sponsor's adoption and ratification of the attached Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the

benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$1,070,650.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,070,650 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. **Period of Performance:**

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

- b. **Budget Period:**

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period and as stated in 49 U.S.C § 47142(b). Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. **Close Out and Termination**

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

- (a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;
 - (2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;
 - (3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;
 - (4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or
 - (5) The FAA determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.
- (c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with P.L. 117-58, Division J, Title VIII, and 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, IIJA (P.L. 117-58), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **July 11, 2025**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
 - a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
 - b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of IIJA Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in IIJA (P.L. 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

1. *Posting of contact information.*
 - a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
2. *Provisions applicable to a recipient that is a private entity.*
 - a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipients employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of commercial sex act during the period of time that the grant or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of this grant; or any subaward; or
 - iv. Acts that directly support or advance trafficking in person, including the following acts;
 - a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
 2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
 - d) Charging recruited employees a placement or recruitment fee; or
 - e) Providing or arranging housing that fails to meet the host country's housing and safety standards.
 - b. The FAA, may unilaterally terminate this Grant, or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if any private entity under this Grant;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant;
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the recipient or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

3. *Provision applicable to a recipient other than a private entity.*
 - a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C 7104b(c), without penalty, if subrecipient than is a private entity under this award;
 - i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or
 - ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:
 - a) Associated with performance under this Grant; or
 - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
4. *Provisions applicable to any recipient.*
 - a. The recipient must inform the FAA and the DOT Inspector General, immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.
 - b. The FAA’s right to unilaterally terminate this Grant as described in paragraph (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78 and is addition to all other remedies for noncompliance that are available to the FAA under this Grant:
 - c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.
 - d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
5. *Definitions.* For purposes of this Grant award, term:
 - a. “Employee” means either:
 - i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or requirements.
 - b. “Private entity” means:
 - i. Any entity, including for profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
 - ii. The terms “severe forms of trafficking in persons,” “commercial sex act,” “sex trafficking,” “Abuse or threatened abuse of law or legal process,” “coercion,” “debt

bondage,” and “involuntary servitude” have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

23. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated December 20, 2012, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
24. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor, recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.
25. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.
26. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department’s and FAA’s Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

28. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require the FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that the FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, the FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>
29. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:
- Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4); and
 - certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
30. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
31. **National Airspace System Requirements**
- The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.
 - If the FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - additional conditions on the award;
 - consistent with 49 U.S.C chapter 471, any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the USDOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
 - any other remedy legally available.

- c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
 - d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR 200.346 and the Federal Claims Collection Standards (31 CFR parts 900–904).
32. **Signage Costs for Construction Projects.** The airport grant recipient hereby agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.
33. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration.** The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

34. **Utility Relocation in Project.** The Sponsor understands and agrees that:
- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility, which easement is perpetual or valid for the term of the project, and which includes a right of access; and
 - c. The utilities exclusively serve the Airport.
35. **Non-Federally Funded Work in Application.** The Sponsor understands and agrees that:
- a. The Project Application includes the planning and/or construction of hangar insulation and heating that is not being funded with any Federal funding in this project;
 - b. Although the Sponsor has estimated a total project cost of \$1,294,019.37, the total allowable cost for purposes of determining Federal participation equals \$1,127,000;
 - c. It must maintain separate accounting of cost records for Federally and non-Federally funded work;
 - d. All pertinent records supporting project costs must be made available for inspection and audit by the FAA when requested; and
 - e. All non-Federally funded work is the sole responsibility of the Sponsor.
36. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

E. Lindsay Terry

(Typed Name)

Manager, FAA-DMA-ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Mitchell

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of South Dakota. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58) of 2021; FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

The Sponsor will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹

- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 U.S.C. 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- hh. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to 49 U.S.C. 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program, and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and

other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
- b. Subject to subsection 49 U.S.C. 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
 - c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
 2. complies with the portions of the plan approved by the Secretary.
 - d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4); creed and sex per 49 U.S.C. 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability

1. **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. **Facilities.** Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. **Real Property.** Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. **Duration.**

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. **Required Solicitation Language.** It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Mitchell**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or

disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of April 09, 2025.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six-month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

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:	July 7, 2025	Requested By:	Dan Pollreisz
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2025-42 with Davison-Hanson Ambulance District for Rural Emergency Medical Services Agreement		
Explanation/Background of Agenda Item Requested:	Action to approve the Rural Emergency Medical Services Agreement with Davison-Hanson Ambulance District. The agreement will be effective as of January 1, 2026.		

RURAL EMERGENCY MEDICAL SERVICES AGREEMENT

Davison-Hanson Ambulance District

This AGREEMENT made as hereafter provided by and between the City of Mitchell ("City"), a South Dakota municipal corporation, and Davison-Hanson Ambulance District ("DHAD"), a South Dakota rural ambulance district, for emergency medical services, effective as of January 1, 2026, the terms of such Agreement to be as follows.

1. This Agreement shall cover the areas within DHAD's boundaries legally described as:
 - a. All of Davison County except the area located within the municipal boundaries or city limits of Mitchell, South Dakota; and
 - b. Hanson County except:
 - (1) The following property all located in T 101 N, R 58 W of the 5th P.M., Hanson County, South Dakota:
 - i. Section Thirty-one;
 - ii. Section Thirty-two;
 - iii. The South Half and the Northeast Quarter of Section Twenty-nine; and
 - iv. The South Half of Section Thirty-three; and
 - (2) The East Half (E1/2), Section Thirty-Six (36), T 101 N, R 59 W of the 5th P.M., Hanson County, South Dakota.
2. The term of this Agreement shall be five years beginning January 1, 2026 and ending December 31, 2030 according to the following annual rates:

Year	Percent Increase	Rate for year
2026	Starting amount	\$700,000.00
2027	3% increase	\$721,000.00
2028	3% increase	\$742,630.00
2029	3% increase	\$764,908.90
2030	3% increase	\$787,856.17

3. This Agreement may be extended into a 6th year at the option of DHAD with the effective rate for January 1st through December 31st, 2031 to increase from the 2030 rate by the same 3 percent increase. This Agreement may be extended into a 7th year at the option of DHAD with the effective rate for January 1st through December 31st, 2032 to increase from the 2031 rate by the same 3 percent increase.
4. All amounts due to City under this Agreement are to be paid in 12 equal installments by DHAD on a monthly basis by the 1st day of each month provided however that DHAD may, at its option, pay in advance up to the full annual amount due without incurring any penalty or being credited any interest. However, in the first year of the agreement, DHAD and City will work cooperatively on the payment schedule and monthly amounts

due in order to accommodate DHAD's initial receipt of funds from taxpayers. The total amount DHAD owes to City for 2026 will not be reduced, but the timing and the amounts of these monthly payments may be adjusted by the parties.

5. City shall provide to DHAD within the Service Area the following services:
 - a. By and through its emergency medical service employees and with its equipment, City shall provide emergency medical services in accordance with the usual and customary skills and standards applicable to the provision of such services to all locations within the Service Area.
 - b. City shall be solely responsible for training of personnel and maintenance of all equipment to be utilized in providing the emergency medical services as provided for by this Agreement within the Service Area.
 - c. The City Department of Public Safety E-911 answering and dispatch service shall handle all telephone and radio communications in connection with receiving ambulance calls and dispatching emergency medical personnel and equipment within the Service Area.
 - d. City will promptly respond to ambulance calls and requests for emergency medical services within the Service Area with manpower and equipment as the City Chief of Fire and EMS, or other person in control of the response and dispatch of emergency medical personnel and equipment, shall deem appropriate.
 - e. City cannot guarantee that contracted services will be available in all situations. Occurrences such as high call volume, severe weather, or other extenuating circumstances may limit, delay, or prevent City from providing the contracted services.
 - f. City will provide DHAD with an annual report on the number of unit responses within DHAD's service territory.
 - g. Subject to City's discretion, patients will have the option to go to a Sioux Falls hospital for calls where City responds east of 424th Avenue in Hanson County.
6. City shall be solely responsible for all costs incurred in the provision and maintenance of equipment and manpower as may be required for performance by the City of its obligations under this Agreement.
7. All persons signing this Agreement on behalf of their respective parties represent and warrant that each has the proper authority to do so.
8. This Agreement shall not be amended unless by signed, written amendment agreed to by the parties.

9. Nothing in this Agreement or any exhibit or attachment hereto creates or is intended to create an association, trust, partnership, joint venture, or other entity or similar legal relationship among or between the parties, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to the parties. Neither party is nor shall be deemed the agent or representative of the other party in any instance whatsoever.
10. City is providing these services as an independent contractor and maintains full control over the means and methods of how the contracted services will be provided. DHAD shall have no authority to direct City operations or personnel.
10. The terms and provisions of this Agreement are intended solely for the benefit of the parties and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.
11. If any provision, or portion thereof, of this Agreement shall be deemed unenforceable in Court, such provision, or portion thereof, shall be severed from this Agreement only to the extent it is unenforceable and the remainder of the Agreement shall remain in full force and effect.
12. Either party may terminate this Agreement at the end of the then current fiscal year due to the non-appropriation of sufficient funds or failure or refusal of the party's governing body to continue the contract in the next fiscal year.

Dated this ____ day of _____, 2025.

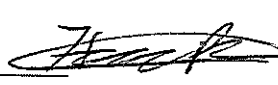
CITY OF MITCHELL

(seal)
Attest:

Jordan Hanson, Mayor

Michelle Bathke, Finance Officer

DAVISON-HANSON AMBULANCE DISTRICT

By:  

Print Name: Donald Hinkel Heidi Berg

Its: President Treasurer/Secretary

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

RESOLUTION R2025-47

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

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Forty-three (TID 43) 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 June 23, 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-three 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 July 7, 2025, the City of Mitchell Tax Incremental District Number Forty-three (TID 43). TID 43 is legally described as follows:

Lot 2 Singapore Slab Tract 1 a subdivision of the East 1/2 of the Southeast 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota;

with a map showing said boundaries included in the Project Plan presented to Council on July 7, 2025.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 43 was held on June 23, 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 43;
 - c. Pursuant to SDCL 11-9-13, the project plan for TID 43 includes information satisfying each of the 5 requirements contained therein;

- d. Pursuant to SDCL 11-9-16, the project plan for TID 43 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 43 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-three Fund (TID 43 Fund).
7. All tax increments collected pursuant to TID 43 shall be deposited into the TID 43 Fund.
8. All funds in the TID 43 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.
9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.
10. The project plan is on file with the City of Mitchell Finance Officer.
11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

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

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

Jordan Hanson, Mayor

Attest:

Michelle Bathke, City Finance Officer

(seal)



Tax Increment Finance District #43

Mitchell, South Dakota

On behalf of: PPSL Mitchell, LLC

Tobin J. Morris
Managing Director
+1 605 280-5559
tobin.morris@colliers.com

Colliers Securities LLC
124 W Dakota Ave Pierre, SD
57501



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Introduction – The Project

Key Components of Tax Increment Financing

1. **Attracting Investment:** TIF enables local governments to support private development by using the anticipated increase in property tax revenues to fund projects in the designated district. As property values rise from new development, more tax dollars are generated. This growth in tax revenue can be used for further improvements, helping to overcome initial barriers to development.
2. **Property Tax Increment:** The core mechanism of TIF is the “tax increment” the difference between the property tax valuation before the TIF district is created and the increased valuation after the district is formed. For example:
 - o Before the TIF: The properties in the district have a certain valuation.
 - o After the TIF: The properties increase in value due to improvements and development, leading to higher property valuations.
 - o The Increment: The tax revenue from the increase in property value (the increment) is used to fund specific redevelopment projects within the district.
3. **Allocation of Funds:** While the base-level property tax revenue (from the original property value) continues to be distributed to local governments (city, county, school district, etc.), the additional revenue generated by the increased property value (the tax increment) is retained within the TIF district to finance redevelopment efforts.
4. **Economic Development and Job Creation:** TIF assists local governments address the costs associated with development, making it a powerful tool for both attracting new businesses and retaining existing ones. The economic activity generated by TIF can result in new jobs, an increased customer base, and greater investment opportunities, all of which benefit the community.
5. **Legal Framework in South Dakota:** According to South Dakota Codified Law, Chapter 11-9, local governments have the authority to designate specific areas within their jurisdiction as TIF districts. These districts are often located in areas that require revitalization or have significant potential for development. The development plan for a TIF district must be recommended for approval by both the City Planning Commission and the City Council.

The Project

The primary goal of TIF #43 is to support the development of a senior living community within the City of Mitchell that offers three levels of continuing care: independent living, assisted living, and memory care.

The project is led by Kirk Simet, Founder and CEO of SLH Holdings, LLC—an asset holding and real estate development company based in Brookings, South Dakota. With over 40 years of combined experience in development, marketing, and sales, Kirk established SLH Holdings and its sister company, HME Companies. SLH specializes in senior living, multifamily, commercial, and residential real estate, and has completed more than 20 successful projects across South Dakota, Minnesota, and North Dakota. HME Companies oversees property management, marketing, design, construction, administration, and human resources for SLH-affiliated entities.

Introduction – The Project

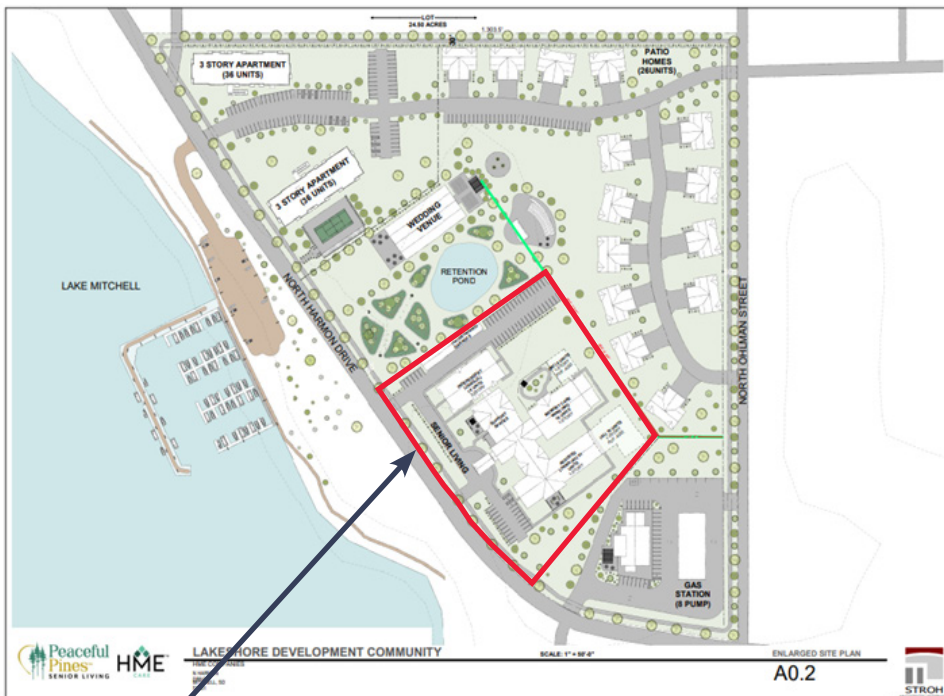
Brief Description of Project:

The proposed Mitchell Senior Living Facility will include: 59,000 square foot facility, a variety of amenities, including a common dining room, lounge, multi-purpose room, exercise room, theater, pub, hair salon, and resident laundry rooms. Senior living units will include: 21 Assisted living units, 18 independent living units, and 16 memory care units.

Brief Description of Projects Public Benefits:

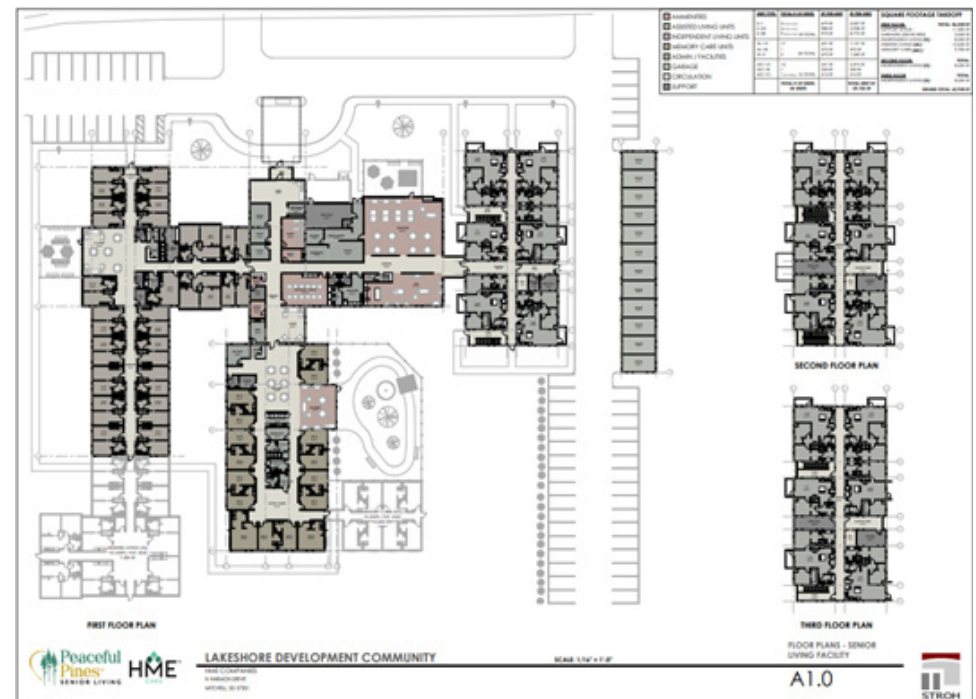
This project serves two critical objectives: housing and job creation. It addresses a growing need for senior housing while generating approximately \$1.5 million in payroll through the creation of 30+ jobs. Additionally, the 14-month construction period is expected to generate significant sales tax revenue. By advancing the continuum of housing options for seniors, the development will help free up existing homes for younger families and ensure elderly residents remain close to healthcare services and loved ones.

The image below shows the development site and its improvements:



Tax Increment District #43 Boundary

The image below shows the layout of the proposed senior living facility:



Introduction – The Project

The following shows comparable projects recently completed by the developer:

Peaceful Pines Senior Living – Milbank, SD

- 60 Units
- Independent Living
- Assisted Living
- Memory Care
- Valuation - \$9,703,496



Peaceful Pines Senior Living - Madison, SD

- 108 Units
- Independent Living
- Assisted Living
- Memory Care
- Valuation - \$3,296,000 (partial)



Peaceful Pines Senior Living - Fort Pierre, SD

- 54 Units
- Independent Living
- Assisted Living
- Memory Care
- Valuation - \$9,188,472

Introduction – The Project

But For Statement

But for the use of Tax Increment Financing in the amount of \$2,518,558 to the developer, the proposed senior living facility would not be financially feasible and therefore would not proceed within the City. The anticipated costs associated with necessary infrastructure improvements, site development, and other eligible project expenses create a financing gap that cannot be overcome through conventional funding sources alone. The availability of TIF is essential to bridging this gap, allowing for the construction of a continuum-of-care senior living community that will address the local demand for independent living, assisted living, and memory care housing. Importantly, the financial support provided through TIF will directly benefit future residents by helping ensure the delivery of quality housing and services at more affordable rates than would otherwise be possible. Absent TIF support, the project would not move forward in its proposed scope, time frame, or location.

Introduction – The Project

HME Employee Benefit Packages and Range of Wages

Medical Insurance Options

We offer three medical plans so you can choose the coverage that best fits your needs and budget. All plans include generous employer contributions.

Medical Insurance is provided by Wellmark.

Dental Coverage (Delta Dental)

Your dental plan covers preventive care, basic services, and major procedures.

Vision Insurance

Vision care is available through Avesis, with access to a wide network of providers for exams, lenses, and frames.

Visit: www.avesis.com

Health Savings & Flex Spending Accounts

- Health Savings Account (HSA): Available with our HDHP plan.
- Flexible Spending Account (FSA): Use pre-tax dollars for medical and dependent care expenses.

Retirement Plan – 401(k)

401(k) program via My Plan Connection:

Multiple investment options

Employer match available (details upon enrollment)

Personalized planning tools

Job Title	Hourly Rate	Pay Type
UMA	\$18.00 - 23.00	Hourly
Activities Director	\$19.50 - \$24.50	Hourly
RCA	\$17.00 - \$22.00	Hourly
RCA	\$17.00 - \$22.00	Hourly
Cook	\$17.50 - \$22.50	Hourly
RCA	\$17.00 - \$22.00	Hourly
Director of Sales and Marketing	\$25.48 - \$30.48	Salary
Dietary Manager	\$22.36 - \$27.36	Salary
RCA	\$16.50 - \$21.50	Hourly
UMA	\$20.09 - \$25.09	Hourly
RCA	\$16.50 - \$21.50	Hourly
RCA	\$16.50 - \$21.50	Hourly
UMA	\$17.50 - \$22.50	Hourly
RCA	\$16.50 - 21.50	Hourly
RCA	\$17.00 - \$22.00	Hourly
Cook	\$17.25 - \$22.25	Hourly
RCA	\$16.75 - \$21.75	Hourly
Director of Nursing	\$45.00 - \$50.00	Salary
RCA	\$17.00 - \$22.00	Hourly
CNA/UMA	\$19.06 - \$24.06	Hourly
RCA	\$16.50 - \$21.50	Hourly
CNA/UMA	\$17.50 - \$22.50	Hourly
UMA	\$18.54 - \$23.54	Hourly
Cook	\$19.35 - \$24.35	Hourly
RCA	\$16.50 - \$21.50	Hourly
RN	\$32.00 - \$37.00	Hourly
RN	\$35.00 - \$40.00	Hourly
RCA	\$16.50 - \$21.50	Hourly
UMA	\$18.75 - \$23.75	Hourly
UMA	\$18.50 - \$23.50	Hourly
Housekeeper	\$14.75 - \$19.75	Hourly
RCA	\$16.50 - \$21.50	Hourly
UMA	\$19.06 - \$24.06	Hourly
RCA	\$16.50 - \$21.50	Hourly
CNA/UMA	\$18.03 - 23.03	Hourly
RCA	\$16.50 - \$21.50	Hourly
Maintenance Technician	\$21.00 - \$26.00	Hourly
CNA/UMA	\$20.09 - \$25.09	Hourly
UMA	\$18.50 - \$23.50	Hourly
RCA	\$16.50 - \$21.50	Hourly
RCA	\$16.50 - \$21.50	Hourly



TAX INCREMENT FINANCE DISTRICT #43

Purpose & General Definitions

Purpose & General Definitions

Purpose of the TIF District

The proposed Tax Increment District (TID) is located within the City of Mitchell, South Dakota.

As such, the creation of the City of Mitchell TIF #43 will be presented for the recommendation of the district’s boundaries through a resolution and recommendation of the TID Project Plan by the City Planning and Zoning Commission.

This Plan, which will be implemented by the City of Mitchell, is designed to meet the requirements for a Tax Increment District as outlined in SDCL Chapter 11-9. The primary objective of the Plan is to identify eligible properties and establish a Tax Increment Plan to fund activities within the designated area. It will also outline the boundaries, estimated costs, feasibility, and fiscal impact of the district.

The central goal of this plan is to utilize Tax Increment Financing (TIF) as a mechanism to stimulate private sector development, promote redevelopment, and encourage economic growth within the district. This plan will provide a structured financial vehicle to manage and administer the funds generated by the district.

City of Mitchell - General Information and Statistics

The City of Mitchell was first settled in 1877. It was incorporated in 1881. It is located on Interstate 90 approximately 64 miles west of the City of Sioux Falls, South Dakota. Its population, as of the 2020 Census was 15,663.

The City is located in Davison County (which had a total population of 19,504 according to the 2010 Census). Its general trade area is considered to be 45 miles to the north, east, and south and 78 miles to the west. The City is located at the intersection of two major highways, State Highway 37 and Interstate 90, which traverse the State of South Dakota from north to south, and from east to west, respectively.

The City of Mitchell is the county seat of Davison County, South Dakota. The City has an actual area of 6,976 acres or 10.9 square miles. The City has a municipal airport 5 miles from the City limits. Complete commercial air service is located 70 miles east at the Sioux Falls Regional Airport. The City is home of the world-famous Corn Palace.

Population Statistics

Decennial	1980	1990	2000	2010	2020
Mitchell	13,916	13,816	14,651	15,265	15,663

Annual Estimates	2021	2022	2023
Mitchell	15,610	15,611	15,621

Source: State Data Center/U.S. Census

Purpose & General Definitions

Labor Statistics and Sales Tax History

Labor Statistics

Year	Average Annual Civilian Labor Force		Average Annual Unemployment Rate		
	Mitchell	Davison County	Mitchell	Davison County	South Dakota
2023	8,825	11,097	1.8%	1.7%	2.0%
2022	8,803	11,068	1.9	1.8	2.0
2021	8,704	10,939	2.4	2.3	2.6
2020	8,705	10,968	3.9	3.7	4.2
2019	8,818	11,081	2.5	2.5	2.8
2018	8,775	11,039	2.4	2.4	2.8
2017	8,753	11,012	2.7	2.7	3.1
2016	8,960	11,294	2.5	2.4	3.0
2015	9,033	11,399	2.6	2.5	3.0

Source: South Dakota State Department of Labor, updated annually

2024 Monthly Labor Statistics

Month	Average Civilian Labor Force		Average Unemployment Rate		
	Mitchell	Davison County	Mitchell	Davison County	South Dakota
January	8,704	10,949	1.8%	1.8%	2.2%
February	8,725	10,983	2.4	2.4	2.7
March	8,825	11,108	1.6	1.7	2.0
April	8,872	11,165	1.7	1.7	2.0
May	8,909	11,209	1.7	1.7	1.9
June	8,968	11,280	1.9	1.9	2.1
July	9,003	11,325	1.6	1.5	1.9
August	8,969	11,290	1.8	1.8	2.1
September	8,969	11,286	1.3	1.3	1.5

Source: South Dakota State Department of Labor

SALES TAX

Year	Pledged Sales Taxes
2023	\$14,880,301
2022	13,551,624
2021	12,375,451
2020	11,231,537
2019	11,290,646
2018	11,528,922
2017	11,072,077
2016	11,169,681
2015	11,295,421
2014	10,984,035
2013	10,496,991
2012	10,737,217

Purpose & General Definitions

Property Tax Rates

The 1995 South Dakota Legislature enacted into law Section 10-13-35, South Dakota Codified Laws. For taxes payable in 1997 and subsequent years. Section 10-13-35 provides that the total amount of revenue derived from property taxes for municipal purposes may increase over the prior year's revenues by the smaller of three percent or the CPI inflation index. Increases in revenues from additions, improvements or change in use of real property are permitted, as well as increased revenues resulting from annexations, reorganizations and certain other limited circumstances. Section 10-13-35 also provides that a county may increase its revenues above the revenue limitation to pay principal, interest, and redemption charges on any bonds, which were subject to a referendum. The revenue limitations for 1997 and thereafter may be exceeded by an excess tax levy imposed by a two-thirds vote of the governing body of the municipality, subject to a referendum by the electors of the municipality.

Property Values

The total taxable valuation of real property in the City for the past years is as follows:

Levy /Collection Year	Assessed Value	Taxable Valuation
2024/2025	\$1,615,564,329	\$1,584,609,382
2023/2024	1,464,851,701	1,420,856,317
2022/2023	1,266,041,420	1,219,688,460
2021/2022	1,074,280,645	972,276,515
2020/2021	1,033,813,555	971,414,899
2019/2020	1,016,400,990*	911,546,020**
2018/2019	983,705,930	905,842,655
2017/2018	924,561,655*	858,688,906**
2016/2017	894,299,450*	831,486,709**
2015/2016	869,969,045*	788,989,580**
2014/2015	933,548,763	814,741,681
2013/2014	790,952,330	697,592,125
2012/2013	757,437,060	693,443,164

Source: Davison County Director of Equalization

*These amounts are without Utilities added

**These figures are without the TIF amounts

Largest Property Taxpayers

Taxpayer	Type of Business	2023 Taxable Value
Northwestern Energy	Utilities	\$19,393,197
Firesteel SNF Realty LLC	Health Care	11,505,877
Musick Properties LLC	Rentals	10,800,774
Is Properties LLC	Rentals	4,570,017
Walmart Real Estate Business T Corp	Retail	9,772,728
Menard Inc	Retail	9,236,723
Trail King Industries Inc	Manufacturer	8,358,954
Farmers Union Industries LLC	Cannery	1,866,683
Graphic Packaging	Supplier	6,784,058
TDR Passthru LLC & R848 Passthru LLC		6,680,414
Total		\$88,969,425

Source: Davison County Auditor

Purpose & General Definitions

Analysis of Senior Living Facility Demand

As part of their planning, HME conducted a senior housing demand assessment focused on Davison County and the surrounding area. This included a study by OHC Advisors, a senior housing consulting firm based in Chicago and Tampa. The analysis reviewed local demographics, current facility inventory, and the 2017–2019 South Dakota State Plan on Aging. Findings suggest the senior population (ages 65+) in South Dakota is projected to increase by 84% by 2035.

PMA Population by Age					
Age Group	2020	2025	2030	% Change 2020 - 2025	% Change 2025 - 2030
Total Pop.	28,287	28,430	28,627		
45-54	3,056	3,067	3,191	0.36%	4.04%
55-64	3,843	3,457	3,002	-10.04%	-13.16%
65-74	3,140	3,385	3,415	7.80%	0.89%
75-84	1,615	1,803	2,252	11.64%	24.90%
85+	794	854	928	7.56%	8.67%
65+	5,549	6,042	6,595	8.88%	9.15%
75+	2,409	2,657	3,180	10.29%	19.68%
85+	794	854	928	7.56%	8.67%

Net Independent Living Demand						
	2025	2026	2027	2028	2029	2030
Gross IL Demand (Units)	163	168	173	179	186	191
Demand Filled by HHAs	- 3	3	3	3	3	3
Demand Filled by Informal Caregivers (20%)	- 33	34	35	36	37	38
Independent Living Supply	- 54	97	97	97	97	97
Net Independent Living Demand	74	35	39	43	49	53

Net Assisted Living Demand						
	2025	2026	2027	2028	2029	2030
Gross AL Demand (Beds)	177	182	189	193	200	204
Demand Filled by HHAs	- 5	5	5	5	5	5
Demand Filled by Informal Caregivers (15%)	- 27	27	28	29	30	31
Memory Care Supply	-					
Assisted Living Supply	- 130	130	130	130	130	130
Net Assisted Living Demand	16	20	25	29	35	38

Net Memory Care Demand						
	2025	2026	2027	2028	2029	2030
Gross MC Demand (Beds)	237	246	254	262	270	282
Demand Filled by HHAs	- 5	5	6	6	6	6
Demand Filled by Informal Caregivers (60%)	- 142	147	152	157	162	169
Demand Filled by ALRs (36% of freestanding AL)	- 47	47	47	47	47	47
Demand Filled by SNFs (3.5% of SN supply)	- 8	8	8	8	8	8
Memory Care Supply	- 37	37	37	37	37	37
Net Memory Care Demand	-2	1	4	7	10	15

Purpose & General Definitions

General Definitions

The following terms found in this Plan are defined as the following:

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

“Blighted or Economic Development” SDCL § 11-9-8.

(1) Not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and

(2) The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in the district.

“Council” means the City of Mitchell City Council.

“Calendar Year” means the starting date of January 1 to an ending date of December 31st.

“Department of Revenue” means the South Dakota Department of Revenue.

“Developer” means PPSL Mitchell, LLC.

“Developer’s Agreement” means the agreement between Developer and the City of Mitchell concerning this Tax Incremental District.

“District” means the Tax Incremental District.

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

“Fiscal year” means that fiscal year for the City of Mitchell.

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

“Governing body” means the City of Mitchell, City Council.

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

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

“Planning Commission” means the City of Mitchell Planning Commission.

“Plan” means this Project Plan.

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

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

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

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

“Tax Incremental District” means a contiguous geographic area within a City defined and created by resolution of the governing body and named the City of Mitchell Tax Increment District #43.

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

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

Creation of Mitchell Tax Increment District #43

Creation of the District

Representatives of the Developer have approached officials of the City of Mitchell regarding the possibility of creating a Tax Incremental Financing District ("TID") to assist in the Project Costs within the Plan on land located within the City of Mitchell, South Dakota.

The City of Mitchell wishes to build a diverse, and resilient economy that allows for upward economic mobility for the community, broadens and promotes economic well-being and quality of life for its residents. Through business attraction, retention and expansion, job creation, infrastructure development, and workforce development.

State law requires that tax increment districts cannot exceed ten percent of the taxable value of a municipality. The 2025 valuation of the City of Mitchell is \$1,584,609,382. The base value of the taxable property for inclusion into this Tax Incremental District #43, as estimated but not yet verified by the Davison County Director of Equalization, is \$26,040.

11-9-7. Maximum percentage of taxable property in municipality permitted in districts. In order to implement the provisions of this chapter, the resolution required by § 11-9-5 shall contain a finding 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.

There are twenty-six other active TIF district in the City of Mitchell. Using the estimates provided for TID #43, the value of all existing Tax Increment Districts combined is less than 2% of the total 2025 Taxable Valuation.

CITY OF MITCHELL	
Tax Increment District	Base Values
8	\$5,900,522
9	\$49,543
14	\$37,207
16	\$4,920,402
19	\$13,143
20	\$149,308
21	\$139,817
23	\$2,953,202
24	\$602,220
26	\$0
27	\$985,641
28	\$2,083,459
29	\$391,053
30	\$54,665
31	\$600,605
32	\$1,530,600
33	\$776,329
34	\$1,250,395
35	\$130,385
36	\$217,468
37	\$77,929
38	\$93,065
39	\$208,387
40	\$174,720
41	\$364,837
42	\$473,750
43	\$26,040
Total	\$24,204,692
City of Mitchell Taxable Value	\$1,584,609,382
All Base Values must be < 10%	\$158,460,938

Kind, Number, Location, And Detailed Costs Of Proposed Public Works And Improvements – SDCL § 11-9-13(1) W

Project Costs

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred. The Project Costs include capital costs, financing costs, real property assembly costs, professional fee costs, imputed administration costs, relocation costs, organizational costs, discretionary costs and grants, plus any costs incidental thereto.

All Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes economic development which is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The City shall enter into all contracts in accordance with South Dakota Law.

Costs of Public Works and Improvements

In accordance with SDCL § 11-9-14 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

Estimated costs for non-project costs and TIF eligible costs may vary from actual costs incurred during construction. The grant to Developer is not controlled by the individual line items for TIF eligible costs. TIF proceeds may flow through to Developer for certified TIF eligible expenses, without respect to a particular line item, based on the actual costs incurred for those TIF eligible expenses up to the developer authorized TIF request amount of \$2,518,558, consistent with the Administrative Costs section of this project plan.

PROJECT COSTS			
Kind of Project	Location ¹	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs)	District		11-9-15(1)
Financing Costs	District		11-9-15(1)
Real Property Assembly	District		11-9-15(1)
Professional Fees	District		11-9-15(1)
Administrative Costs	District	\$375,000	11-9-15(1)
Relocation Costs	District		11-9-15(1)
Organizational Costs	District		11-9-15(1)
Discretionary Costs and Grants	District	\$2,518,558	11-9-15(1)
Eligible Project Costs		\$2,893,558	

The City of Mitchell will receive \$375,000 as reimbursement for its infrastructure expenses related to the project. This reimbursement will occur only after the developer has been fully reimbursed for all certified TIF-eligible costs.

¹ District shall mean the Tax Increment District

² SDCL §11-9-15 (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

Kind, Number, Location, And Detailed Costs Of Proposed Public Works And Improvements – SDCL § 11-9-13(1)

DEVELOPER'S AGREEMENT

The City of Mitchell will enter into a Developer's Agreement with Developer with the following as the guidelines for the Agreement:

Financing Terms:

- **Amount.** The total amount of the TIF will not exceed \$2,893,558, consistent with the Administrative Costs section of this project plan.
- **Interest Rate.** The interest rate associated with this project plan is equal to 0%.
- **Length.** The TIF will not exceed 20 calendar years from the year of creation.
- **Expiration.** The TIF will expire at the end of 20 calendar years or when the \$2,893,558 has been paid out in tax payment, including up to \$2,518,558 for the Developer's certified project costs and up to \$375,000 for the City's Administrative Costs.

Legal Terms:

- Should the State of South Dakota not classify the TIF as economic development, the TIF will not be finalized and will cease to exist.
- Any owners of real property located within the TIF District will waive their right to the discretionary tax abatement.

Conditions of the Developer Agreement relating to Constitutional Debt:

The exclusive funding mechanism for this TID will be a grant pass-through of positive tax increment from the TID receipted into the TIF Fund. It is specifically a condition of the proposed Developer's Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The City shall have no obligation to commit any City funds from any other source into the TIF Fund other than the positive tax increment from the TID receipted into the TIF Fund. It is also to be specifically agreed that the City has made no representation that the proceeds from the TIF Fund shall be sufficient to retire any indebtedness incurred by Developer. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID to 20 years from the year of creation. As such, it is further understood that the amount of \$2,518,558 will be the maximum amount the City will ever pass on acting as a conduit for TIF #43 for eligible project costs.

All TIF revenue will be passed onto the Developer as a grant until the full amount has been paid or 20 years from the year of creation, whichever happens first. The payment of tax increment funds under this Agreement is a grant under SDCL Chapter 11-9 (the "Grant"). The Grant is a personal property right vested with the Developer on the effective date of the Developer Agreement. The City will grant this amount to the Developer and thus not have to account for any assets on the City's financial statement. The Developer will be responsible for obtaining their financing and the City will not be liable for any Developer debt.

Upon completion of the construction of project involving eligible project costs, the Developer shall certify to the City's Finance Officer the eligible project costs in sufficient detail to determine that payment of grant funds is solely for eligible project costs. The Developer shall provide contractor/supplier invoices or other supporting documentation upon request of the Finance Officer. Upon certification and verification of eligible project costs, the City shall pass-through all available tax increment fund revenues not to exceed \$2,518,558 in a manner consistent with the Administrative Costs section of this project plan.

Kind, Number, Location, And Detailed Costs Of Proposed Public Works And Improvements - SDCL § 11-9-13(1)

Given that the exclusive funding mechanism for this TID is the grant pass-through of positive tax increment from the TIF Fund, that no tax increment bonds will be issued in relation to this TID, and that the City shall have no obligation to commit other City funds, the City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. In recognition that the City cannot appropriate funds that no have accrued, the City's exclusive obligation shall be to budget and appropriate the positive tax increment from the TID receipted into the TIF Fund on an annual basis during the City's then current fiscal year, as may be required. Notwithstanding anything to the contrary contained in the proposed Agreement, the City hereby acknowledges and agrees that the obligations of the City under this Agreement are a material inducement for Developer to incur various development and construct improvements upon the TID property and the failure to pay tax increment to Developer will be financial detrimental to future improvements on said property.

If at any time during the term of this Agreement, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, and if the TID is eligible to be terminated pursuant to SDCL 11-9-46, then the Agreement shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City.

Developer Terms:

- PPSL Mitchell, LLC, will act as the Developer and all TIF proceeds will flow to Developer.
- Developer will certify the costs to the City for reimbursement.
- The Developer shall submit a report to the City no later than November 15 of each calendar year on a form provided by the City.
- The City of Mitchell reserves the right to charge an annual administration expense. This fee will be used to offset any future expenses that may occur due to reporting. The amount will not exceed \$5,000.00 in a calendar year.
- The Developer agrees to waive the discretionary formula for all construction within the TIF.

Administrative Costs:

City will be reimbursed from TIF proceeds for Administrative Costs in the amount of \$375,000. TIF increment will first be applied to Developer's certified costs, up to Developer's estimate of \$2,518,558. Once Developer's certified costs have been paid, TIF proceeds will be paid to City for Administrative Costs up to the \$375,000. Once both the Developer's certified costs and the City's Administrative Costs have been paid, or the 20 year term has lapsed, the TIF will terminate.

Kind, Number, Location, And Detailed Costs Of Proposed Public Works And Improvements – SDCL § 11-9-13(1)

Expenditures Exceeding Estimated Cost

Any expenditures, which in sum would exceed the total amount of the TID amount of \$2,893,558 will require an amendment of this Plan. All amendments would be undertaken pursuant to SDCL §11-9-23.

When the expenditures within the Plan are increased in excess of more than 35 percent of the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

If the Project Costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to re-determine the tax increment base when additional Project Costs are added to a plan. SDCL §11-9-23.

Detailed List of Estimated Project Costs

Attached as Schedule 1 is a detailed list of estimated Project Costs for each of the phases of the project as per SDCL § 11-9-13(3). No expenditure for Project Costs is provided for more than five years after the District is created.

Feasibility Study

An economic feasibility study per SDCL § 11-9-13(2) is attached as Schedule 2.

Economic Development Study

Attached is Schedule 4 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the debt is repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

Fiscal Impact Statement

Attached is Schedule 5 a Statement showing the Estimated Captured Taxable Values. Required as per SDCL § 11-9-13(5).

Method Of Financing, Timing Of Costs And Monetary Obligations

Method of Finance

The payment of Project Costs is anticipated to be made by the City to Developer from the special fund of the Tax Incremental District. SDCL § 11-9-13(5). Pursuant to the Developer's Agreement, the City will pay to the Developer all available tax increment funds it receives from the District.

Maximum Amount of Tax Increment Revenue

The maximum amount of monetary obligations to be paid through Tax Increment District #43 shall not to exceed \$2,893,558, consistent with the Administrative Costs section of this project plan. The final terms and conditions will be set forth in the Developer's Agreement.

Duration of Tax Increment Plan

The duration of the Plan will extend to the number of years it will take for the reimbursement of the City, the extinguishment of bonds and the monetary obligation except that the Plan duration shall not exceed 20 calendar years of revenue from the date of creation of the District.



Estimated Impact Of Tax Increment Financing On Revenues Of Taxing Jurisdictions

Impact

The site will generate taxes to the local jurisdictions at or above the assessed value of the base. All taxing districts shall receive the taxes from that base which will be the value set for 2024 taxes payable in 2025. The tax increment will be available to the taxing jurisdictions at or before twenty years after the creation of the District. Schedule 5 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds and monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value and the tax incremental values.

GENERAL FUND

Mechanisms are built within State Codified Law to ensure that school districts are held harmless by TIF districts for their General and Special Education Funds. For these purposes, law (SDCL 13-13-10.2) defines four classifications of TIFs:

- » Economic Development - Any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the land contained within the tax incremental district.
- » Industrial – Any factory or any business engaged primarily in the manufacturing or assembly of goods, the processing of raw materials, and the wholesale distribution of products for resale.
- » Affordable Housing – Includes an area where: 1. The original selling price of any house in the district will be at or below the first-time homebuyer purchase price limit being used by the South Dakota Housing Development Authority as of the date the house is sold; OR 2. The monthly rental rate of all multifamily housing units in the district will be at or below the calculated rent for the state's eighty percent area median income as of the date the district is created, for a minimum of five years following the date of first occupancy.
- » Local – Any tax incremental districts that do not fall under Economic Development or Industrial.

All public school districts are funded through the State Aid to Education formula. The two primary channels of the formula are State Aid and Local Effort. Multiple agencies of the State of South Dakota calculate the amount of General Fund monies to be distributed to school districts each year through the State portion. Local effort is considered the amount of revenue that is generated by local property taxes at maximum levies.

If a TIF is classified as Economic Development, Industrial, or Affordable Housing, the school funding that would be generated by the increment valuation is considered lost local effort and is paid through the State Aid side of the formula. If a TIF is classified as Local, the affected school district funding must be recouped through local effort in the form of an additional levy added to the General and Special Education Funds. In either scenario, the school district receives the financial need associated with the increment valuation.

The City of Mitchell TIF #43 will be classified as Economic Development; therefore, any lost local effort will be covered through the State Aid to Education Formula.

Estimated Impact Of Tax Increment Financing On Revenues Of Taxing Jurisdictions

CAPITAL OUTLAY FUND

The impact of a TIF to the Capital Outlay Fund is minimal. Starting on July 1, 2020, a school district is limited to the amount of capital outlay dollars they can receive by either:

- A. the previous year's maximum allowable can be increased by a growth factor plus 3%.
- Or
- B. a per student amount.

The primary impact would be to the first scenario; a TIF would delay annual growth until the TIF is completed. However, once the TIF is dissolved, all increment value would be considered new growth for the school district. If a school district falls under a per student limitation, they will see no impact to their funding due to the TIF.

SPECIAL EDUCATION FUND

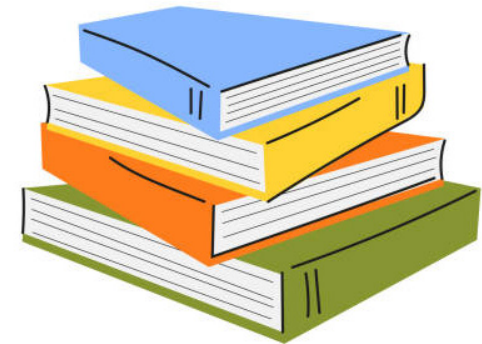
The Special Ed Fund has the potential to see the greatest negative impact from the creation of a TIF district.

If the school district requests their special education monies in the form of a levy, then the exclusion of the TIF increment in the tax base would mean the school district is not receiving as much as it could.

If the school district submits their request in a dollar amount, then the fund would see no impact from a TIF district.

BOND REDEMPTION FUND

The school district is always able to ask for the needed money for the principal and interest of their bond repayment. The only impact a TIF would have on this fund is by holding back the increment value, lowering tax base for the spreading of the tax burden and creating a slightly higher levy for the local taxpayers.



Supplementary Findings

CHANGES TO CITY COMPREHENSIVE/MASTER PLAN MAP, BUILDING CODES & CITY ORDINANCES PER SDCL §11-9-16 (4)

The property will be rezoned to “Planned Unit Development” (PUD).

LIST OF ESTIMATED NON-PROJECT COSTS

The following is a list of the non-Project Costs per SDCL § 11-9-16(5). All costs are listed as taxable value; actual non-project costs will exceed the following amounts.

STATEMENT OF DISPLACEMENT AND RELOCATION PLAN

No residents or families will be displaced by the Project. SDCL § 11-9-16(6).

PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest. This additional security may be provided for in a Developer’s Agreement.

LIST OF ESTIMATED NON-PROJECT COSTS	
Item	Amount
Completed Development Costs	\$13,162,166
Total	\$13,162,166

The costs above are related to the construction of the buildings within the District and are deemed non - eligible for Tax Increment reimbursement. These costs are further defined on page 27.

List of Schedules

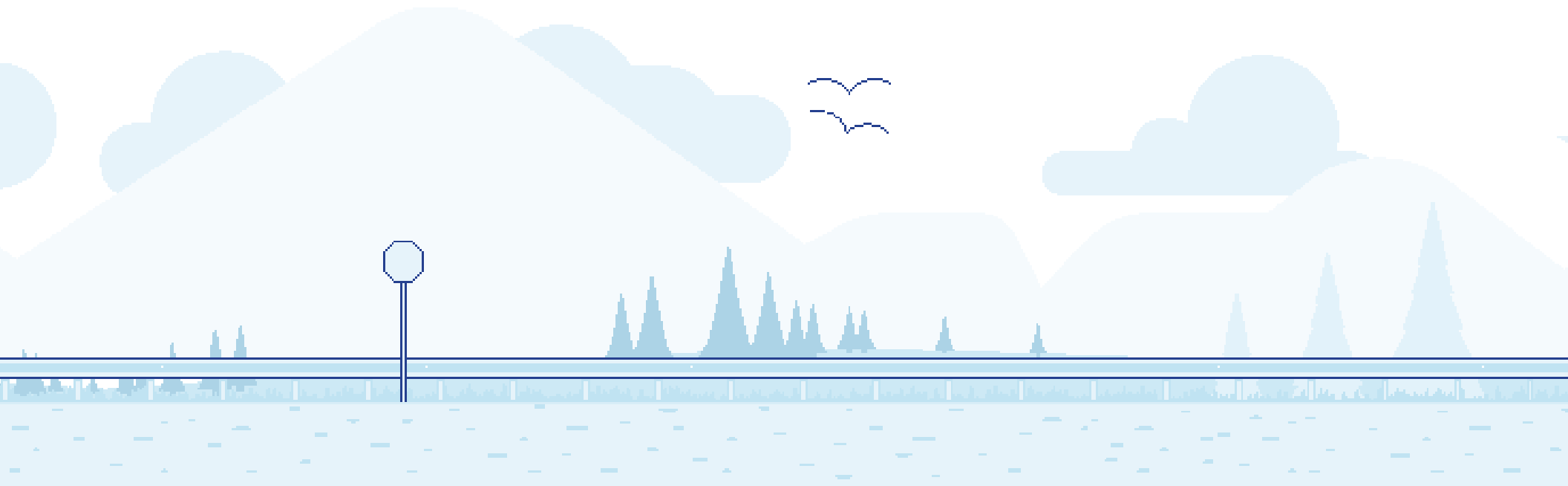
Schedule 1 - Estimated Project Costs

Schedule 2 - Economic Feasibility Study & Estimated Captured Taxable Values

Schedule 3 - Economic Development Study

Schedule 4 - Fiscal Impact Statement

Schedule 5 - Estimated Captured Taxable Values



Schedule 1

§ SDCL 11-9-15 Project Costs

TID Eligible Project Costs Requested

The City of Mitchell has determined that this will be an economic development Tax Increment District, thus the eligible cost will be in the form of an infrastructure grant that will not exceed \$2,518,558. This is a permitted use under SDCL 11-9-15. 11-9-15. Specific items included in project costs. Project costs include:

- (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds / debt issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the project plan, are sufficient to pay the principal and interest on the tax incremental bonds / debt when due;
- (2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for project costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a project plan;
- (4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;
- (5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a project plan;
- (6) Relocation costs;
- (7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and
- (8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts, the implementation of project plans, or to stimulate and develop the general economic welfare and prosperity of the state.

Engineer's Opinion of Probable Costs

The following engineer's estimate shows the estimated costs of Infrastructure:

A Mobilization, Removals, and Grading					
No.	Description	Unit	Quantity	Unit Costs	Total
A-1	Mobilization	LS	1	\$ 125,000.00	\$ 125,000.00
A-2	Waste	CY	4,000	\$ 6.00	\$ 24,000.00
A-3	Unclassified Excavation	CY	10,000	\$ 6.50	\$ 65,000.00
A-4	Placing Topsoil	CY	6,600	\$ 12.00	\$ 79,200.00
A-5	Scarify & Recompact (12")	CY	1,590	\$ 6.00	\$ 9,540.00
A-6	Granular Fill	Ton	12,150	\$ 22.00	\$ 267,300.00
					\$ 570,040.00

B Storm Sewer					
No.	Description	Unit	Quantity	Unit Costs	Total
B-1	6" HDPE	LF	1,264	\$ 28.00	\$ 35,392.00
B-2	HDPE Fittings	EA	52	\$ 150.00	\$ 7,800.00
B-3	6" Riser & Roof Drain Connection	EA	43	\$ 600.00	\$ 25,800.00
B-4	8" PVC Storm Pipe	LF	56	\$ 35.00	\$ 1,960.00
B-5	12" HDPE	LF	1,117	\$ 40.00	\$ 44,680.00
B-6	15" PVC (Sch 40)	LF	102	\$ 60.00	\$ 6,120.00
B-7	15" RCP	LF	30	\$ 65.00	\$ 1,950.00
B-8	18" HDPE	LF	506	\$ 55.00	\$ 27,830.00
B-9	24" HDPE	LF	294	\$ 65.00	\$ 19,110.00
B-10	24" Flared End Section	EA	1	\$ 1,200.00	\$ 1,200.00
B-11	18" Drain Basin	EA	7	\$ 1,800.00	\$ 12,600.00
B-12	24" Drain Basin	EA	5	\$ 2,200.00	\$ 11,000.00
B-13	4-ft Dia. Storm Manhole	EA	5	\$ 3,200.00	\$ 16,000.00
B-14	2' x 3' Type B Drop Inlet, F&I	EA	6	\$ 2,800.00	\$ 16,800.00
B-15	Type B Frame and Grate, F&I	EA	6	\$ 1,000.00	\$ 6,000.00
B-16	Concrete Headwall	EA	2	\$ 2,000.00	\$ 4,000.00
B-17	Detention Pond Outlet Structure	EA	1	\$ 2,000.00	\$ 2,000.00
					\$ 240,242.00

C Surfacing and Pavement Markings					
No.	Description	Unit	Quantity	Unit Costs	Total
C-1	Concrete Curb and Gutter	LF	1,421	\$ 18.00	\$ 25,578.00
C-2	8" PCC Fillet and Valley Gutter	SY	96	\$ 90.00	\$ 8,640.00
C-3	6" Colored Concrete Patio	SqFt	1,805	\$ 10.00	\$ 18,050.00
C-4	6" Miscellaneous PCC Pavement	SY	44	\$ 65.00	\$ 2,860.00
C-5	5" Concrete Sidewalk / PCC Patios	SqFt	13,719	\$ 5.80	\$ 79,570.20
C-6	36" Mow Strip	SqFt	4,839	\$ 4.50	\$ 21,775.50
C-7	Detectable Warning Panels	SqFt	40	\$ 65.00	\$ 2,600.00
C-8	Adjust Manhole Castings	EA	3	\$ 700.00	\$ 2,100.00
C-9	Pavement Marking Paint, 4" White	LF	1,250	\$ 2.00	\$ 2,500.00
C-10	Pavement Marking Paint, Arrow	EA	4	\$ 150.00	\$ 600.00
C-11	Accessible Parking Sign & Post	EA	2	\$ 350.00	\$ 700.00
C-12	Stop Sign & Post	EA	2	\$ 350.00	\$ 700.00
					\$ 165,673.70

Engineer's Opinion of Probable Costs

Mitchell TIF #43 Project Costs and TIF Request	
Infrastructure	\$1,501,202
Land	\$473,356
Design	\$385,000
Financing	\$26,000
Insurance	\$73,000
Professional Services	\$60,000
Administrative Costs	\$375,000
Total TIF Request	\$2,893,558

D Erosion and Sediment Control					
No.	Description	Unit	Quantity	Unit Costs	Total
D-1	Temporary Tracking Control Entrance	EA	2	\$ 2,000.00	\$ 4,000.00
D-2	Concrete Washout Area	EA	1	\$ 1,200.00	\$ 1,200.00
D-3	Silt Fence	LF	500	\$ 6.00	\$ 3,000.00
D-4	Inlet Sediment Control Device	EA	24	\$ 100.00	\$ 2,400.00
D-5	Erosion Control Blanket	SY	1,300	\$ 6.00	\$ 7,800.00
D-6	Miscellaneous Erosion Control Items	LS	1	\$ 4,000.00	\$ 4,000.00
D-7	Mulching	Ton	4	\$ 3,200.00	\$ 12,160.00
D-8	Permanent Seed Mixture	LB	1,162	\$ 16.00	\$ 18,592.00
D-9	Fertilizer	LB	1,660	\$ 1.20	\$ 1,992.00
					\$ 55,144.00

E Water & Sewer Services					
No.	Description	Unit	Quantity	Unit Costs	Total
E-1	6" C900 Water Service Pipe	LF	615	\$ 42.00	\$ 25,830.00
E-2	6" DI MJ Gate Valve & Box	EA	3	\$ 2,000.00	\$ 6,000.00
E-3	6" DI MJ Fitting	EA	4	\$ 1,200.00	\$ 4,800.00
E-4	Standard Fire Hydrant	EA	2	\$ 3,500.00	\$ 7,000.00
E-5	Connect to Existing Water Main	EA	2	\$ 1,500.00	\$ 3,000.00
E-6	6" Sanitary Sewer Service Pipe	LF	554	\$ 50.00	\$ 27,700.00
E-7	6" Sch 40 PVC Cleanouts	EA	6	\$ 800.00	\$ 4,800.00
E-8	Connect to Existing Sewer Main	EA	2	\$ 1,000.00	\$ 2,000.00
E-9	48" Dia Sanitary Sewer Manhole	EA	2	\$ 4,800.00	\$ 9,600.00
E-10	6" PVC Fittings	EA	4	\$ 450.00	\$ 1,800.00
E-11	Grease Interceptor	EA	1	\$ 8,000.00	\$ 8,000.00
					\$ 100,530.00

F Base Course & Asphalt Pavement					
No.	Description	Unit	Quantity	Unit Costs	Total
F-1	Asphalt Concrete (Assumed 5")	Ton	1,100	\$ 135.00	\$ 148,500.00
F-2	Aggregate Base Course (Assumed 10")	Ton	2,400	\$ 22.00	\$ 52,800.00
F-3	Aggregate Base Course (5" Under Sidewalks)	Ton	700	\$ 22.00	\$ 15,400.00
F-4	Geotextile Fabric	SY	4,100	\$ 4.00	\$ 16,400.00
					\$ 233,100.00

Notes: This estimate excludes landscaping, irrigation, electrical or any other utilities besides storm, sanitary, and water. Quantities were estimated prior to the completion of the geotechnical exploration. Assumptions were made on the subgrade preparation, base, and building preparation.

Summary of Costs		
A	Mobilization, Removals, and Grading	\$ 570,040.00
B	Storm Sewer	\$ 240,242.00
C	Surfacing and Pavement Markings	\$ 165,673.70
D	Erosion and Sediment Control	\$ 55,144.00
E	Water & Sewer Services	\$ 100,530.00
F	Base Course & Asphalt Pavement	\$ 233,100.00
Subtotal		\$ 1,364,729.70
10% Contingency		\$ 136,472.97
Total Opinion of Construction Costs:		\$ 1,501,202.67

Engineer's Opinion of Probable Costs

The following shows the total project costs of the proposed development:

Soft Costs	Total Costs	Developer Costs	TIF Requested
7000 Design			
7010 Architect	\$250,000	\$0	\$250,000
7020 Civil	\$50,000	\$0	\$50,000
7021 Geotechnical Services	\$10,000	\$0	\$10,000
7022 Survey	\$5,000	\$0	\$5,000
7023 Replatting	\$5,000	\$0	\$5,000
7030 Structural	\$50,000	\$50,000	\$0
7040 Landscape	\$0	\$0	\$0
7050 MEP	\$65,000	\$0	\$65,000
7060 Kitchen Design	\$10,000	\$10,000	\$0
7070 Design & FFE Procurement Services	\$191,160	\$191,160	\$0
Subtotal	\$636,160	\$251,160	\$385,000
7100 Financing			
7110 Construction Loan 1 Interest	\$250,000	\$250,000	\$0
7111 Loan 1 Origination Fee	\$50,000	\$50,000	\$0
7120 TIF Loan 2 Interest	\$115,000	\$115,000	\$0
7121 Loan 2 Origination Fee	\$0	\$0	\$0
7150 Appraisal	\$10,500	\$0	\$10,500
7160 Recording Fee/Flood Fee	\$500	\$0	\$500
7170 Construction Inspections	\$15,000	\$0	\$15,000
7180 Property Tax Payments	\$10,000	\$10,000	\$0
Subtotal	\$451,000	\$425,000	\$26,000
7200 Insurance			
7210 Title Insurance	\$31,000	\$0	\$31,000
7220 Builders Risk	\$42,000	\$0	\$42,000
7230 Liability Insurance	\$0	\$0	\$0
Subtotal	\$73,000	\$0	\$73,000

7300 Professional Services			
7310 Admin/Legal Services	\$60,000	\$0	\$60,000
7320 Finance Services	\$0	\$0	\$0
7330 Equity Raise Services	\$112,500	\$112,500	\$0
7340 Capital Placement Services	\$112,500	\$112,500	\$0
7350 Management Onboarding Fee	\$90,000	\$90,000	\$0
7360 Market Survey	\$5,310	\$5,310	\$0
7370 Owner Representative	\$0	\$0	\$0
Subtotal	\$380,310	\$320,310	\$60,000
Other Costs			
7400 Marketing	\$102,300	\$102,300	\$0
7600 Operating Cash	\$1,000,000	\$1,000,000	\$0
7700 Contingency	\$15,000	\$15,000	\$0
7800 Guarantor Fee	\$288,118	\$288,118	\$0
7900 Developer Fee	\$500,000	\$500,000	\$0
Subtotal	\$1,905,418	\$1,905,418	\$0
Hard Costs			
8000 Construction + 5% Contingency	\$10,782,980	\$9,281,778	\$1,501,202
8200 FFE	\$750,000	\$750,000	\$0
9200 Owners Contingency	\$228,500	\$228,500	\$0
10000 Land Purchase	\$473,356	\$0	\$473,356
Subtotal	\$12,234,836	\$10,260,278	\$1,974,558
Total Costs	\$15,680,724	\$13,162,166	\$2,518,558

10% contingency based on page 26.

Schedule 2

Feasibility Study, Economic Development Study, And Fiscal Impact Statement

The City has been asked to create a Tax Increment District to help offset the expansion associated with this project. This feasibility study provides that the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tool used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area ("tax increment financing district") is established as the "base value." As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved project costs.

Tax increment financing is permitted only in connection with a "Project Plan" duly adopted by the City. The property is currently estimated to have a taxable value of \$26,040. The improvements to be made to the property are estimated to add to the assessed valuation. The estimated increment resulting from the improvements would be approximately \$10,500,000 in new value once fully developed. Since only positive tax increment will be applied, the proposed project is feasible.

All of the project costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

The City's role is to simply act as a conduit for the revenue and pass on all positive increment to the Developer, per the Developer's Agreement. The Agreement will state the conditions of which to receive the positive increment, of which, will never exceed \$2,518,558 in total payments, or 20 years, whichever comes first.

It is assumed that all obligations incurred would be adequately secured as to allow the payment of principal and interest when due, whether by means of a taxable bond or loan. The actual repayment schedule may change, but all principal and interest shall be paid within the life of the TID. Utilizing the information regarding expected increment valuation and tax generation, it is possible to estimate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

The City of Mitchell TID #43 is proven feasible based upon the projections made by the Developer, projecting a total in excess of \$2,893,558 in tax revenue during the life of the 20-year TIF. The calculations of the estimated tax increment valuation and tax generated for the TID can be found in the following tables. For purposes of this Project Plan, it is anticipated no increment generated by the City of Mitchell TID #43 will be available until the earliest of calendar year 2028 and thereafter.

TID Tax Revenue Estimates Available for the City of Mitchell TID #43

The following shows the TIF projections and the total amount the TIF would produce over the course of its 20 year lifespan. The projections are hypothetical and are based off of the Developer's build out schedule.

School	County	City	Fire	Water	Ambulance	Total	Equalized
9.686	3.3157	4.251	0	0.056	0	17.3086	95%

Construction Year	Valuation Year	Revenue Year	Phase 1	Phase 2	Other	Other	Total Amount Available for D/S
2026	2027	2028	\$0	\$0	\$0	\$0	\$0
2027	2028	2029	\$172,653	\$0	\$0	\$0	\$172,653
2028	2029	2030	\$172,653	\$0	\$0	\$0	\$172,653
2029	2030	2031	\$172,653	\$0	\$0	\$0	\$172,653
2030	2031	2032	\$172,653	\$0	\$0	\$0	\$172,653
2031	2032	2033	\$172,653	\$0	\$0	\$0	\$172,653
2032	2033	2034	\$172,653	\$0	\$0	\$0	\$172,653
2033	2034	2035	\$172,653	\$0	\$0	\$0	\$172,653
2034	2035	2036	\$172,653	\$0	\$0	\$0	\$172,653
2035	2036	2037	\$172,653	\$0	\$0	\$0	\$172,653
2036	2037	2038	\$172,653	\$0	\$0	\$0	\$172,653
2037	2038	2039	\$172,653	\$0	\$0	\$0	\$172,653
2038	2039	2040	\$172,653	\$0	\$0	\$0	\$172,653
2039	2040	2041	\$172,653	\$0	\$0	\$0	\$172,653
2040	2041	2042	\$172,653	\$0	\$0	\$0	\$172,653
2041	2042	2043	\$172,653	\$0	\$0	\$0	\$172,653
2042	2043	2044	\$172,653	\$0	\$0	\$0	\$172,653
2043	2044	2045	\$172,653	\$0	\$0	\$0	\$172,653
2044	2045	2046	\$0	\$0	\$0	\$0	\$0
			\$2,935,106	\$0	\$0	\$0	\$2,935,106

Senior Living Facility

\$10,500,000		Projected Valuation		
Year	% Assessed	Projected Valuation	Taxable Valuation	Taxation
2026	0%	\$0	\$0	\$0
2027	0%	\$0	\$0	\$0
2028	0%	\$0	\$0	\$0
2029	100%	\$10,500,000	\$9,975,000	\$172,653
2030	100%	\$10,500,000	\$9,975,000	\$172,653
2031	100%	\$10,500,000	\$9,975,000	\$172,653

TID Tax Revenue Estimates Available for the City of Mitchell TID #43

The following shows the total costs requested by the developer as well as the City's Administrative Costs:

Mitchell TIF #43 Project Costs and TIF Request	
Infrastructure	\$1,501,202
Land	\$473,356
Design	\$385,000
Financing	\$26,000
Insurance	\$73,000
Professional Services	\$60,000
Administrative Costs	\$375,000
Total TIF Request	\$2,893,558

Schedule 3

Economic Development Study

Introduction

The City of Mitchell has been approached concerning the creation of a tax increment district (TID). Per South Dakota Codified Law 11-9-8, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

Study Area Boundary

The Project boundaries are described and depicted on the maps in Attachments 1 and 2 of this Plan.

Establishing Economic Development

South Dakota law describes economic development as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The definition of economic development for State Aid to Education Formula purpose is any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the land contained within the TIF district. The proposed City of Mitchell TID #43 meets both of these criteria.

The proposed development will consist of Commercial property.

Finding That the Improvements to the Area Are Likely To Enhance Significantly the Value of Substantially All of the Other Real Property in the District

It is definitively found that once the improvements set forth within the Project Plan are initiated, the improvements will enhance significantly the value of substantially all of the other real property in the district. The City of Mitchell TIF #43 will revitalize economic development to the City of Mitchell and the eastern region of the State of South Dakota. A supplemental use of the TIF will be improvements as deemed necessary within the developed area.

Conditions Within the Study Area; Land Use and Planning Land Use, Planning and Comprehensive Plan

The City of Mitchell's Comprehensive Plan is consistent with the proposed use of the District.

Findings within the Project Area Analysis

It is found that not less than 50%, by area, of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of economic development. It is also found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accordance with SDCL 11-9-8.

Schedule 4

Fiscal Impact Statement for the City of Mitchell TID #43

Introduction

A fiscal impact statement shows the impact of the TID, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the District. The following fiscal impact statement is intended to provide only a brief analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-13(4). It is not intended to challenge a more detailed, complete financial analysis.

Definitions

“Assumptions” means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

“**Base Revenues**” means the taxes collected on the base value.

“**Fiscal Impact**” means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

“**Revenue**” means ad valorem taxes.

“**Tax Increment District**” means the City of Mitchell Tax Increment District Number 43.

“**Taxing Districts**” means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

“**Tax Increment Revenues**” means all revenues above the Base Revenues.

Assumptions

1. The property will have improvements which at completion is estimated at taxable purposes projected to exceed \$10,500,000.
2. The average tax levy of all taxing districts will be \$17.3086 “Other” per thousand dollars of taxable valuation.
3. Tax increment will start to be collected in 2028 and end prior to 2045.
4. The discretionary formula will be waived by Developer.

Schedule 5

Estimated Captured Taxable Values

For purposes of this Project Plan, it is assumed that the **Developer will elect not to use the real property tax discretionary formula** currently utilized in Davison County, South Dakota, pertaining to payment of real property taxes (i.e., 20% Year 1; 40% Year 2; 60% Year 3; 80% Year 4; and 100% Year 5.)

* Actual valuation shall depend upon the value determined by the Davison County Director of Equalization when assessed, with the application of dollars-per-thousand from local taxes. All tax increment revenues shall be from Generally Applicable Taxes attributable to the improvements to be constructed in the TID. The potential for total increment collections are estimated to be at the maximum range of \$2,893,558 covering a span of captured tax years not to exceed 20. Collection is anticipated to begin in 2028, and the schedule carries out the tax captured 20 years from the date of Plan adoption.

The following dollars-per-thousand rates are the current taxing rates of the local taxing jurisdictions for "Other" property types:

2024 Property Tax Rate	
Entity	Mill Rate
Davison County	3.3157
Mitchell School District	9.6860
City of Mitchell	4.2509
James River Water District	.0560
Total	17.3086

Utilizing the information regarding expected increment valuation and tax generation, it is possible to generate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

List of Attachments

Attachment 1 - Description of Real Property

Attachment 2 - Conditions map, SDCL § 11-9-16(1)

Attachment 3 - Improvements map, SDCL § 11-9-16(2)

Attachment 4 - Project Timeline

Attachment 5 - Zoning Change Map SDCL § 11-9-16(3)

Attachment 6 - TID Boundary Map

Attachment 7 - Department of Revenue Classification Letter

Attachment 1

Description of Real Property

Description of Real Property:

- Lot 2 Singapore Slab Tract 1 in E1/2 SE1/4 32-104-60

All located in the City of Mitchell, Davison County, South Dakota including within and adjacent right-of-way.

Attachment 2

Conditions picture for the City of Mitchell Tax Incremental District #43, SDCL § 11-9-16(1)

The following image shows the current condition of the proposed location of TID #43:



Attachment 3

Improvements Map for the City of Mitchell Tax Incremental District #43, SDCL § 11-9-16(2)

The following image shows the proposed improvements of the proposed improvements of TID #43:



Attachment 4

Project Timeline

The following shows the estimated timeline for TID #43:

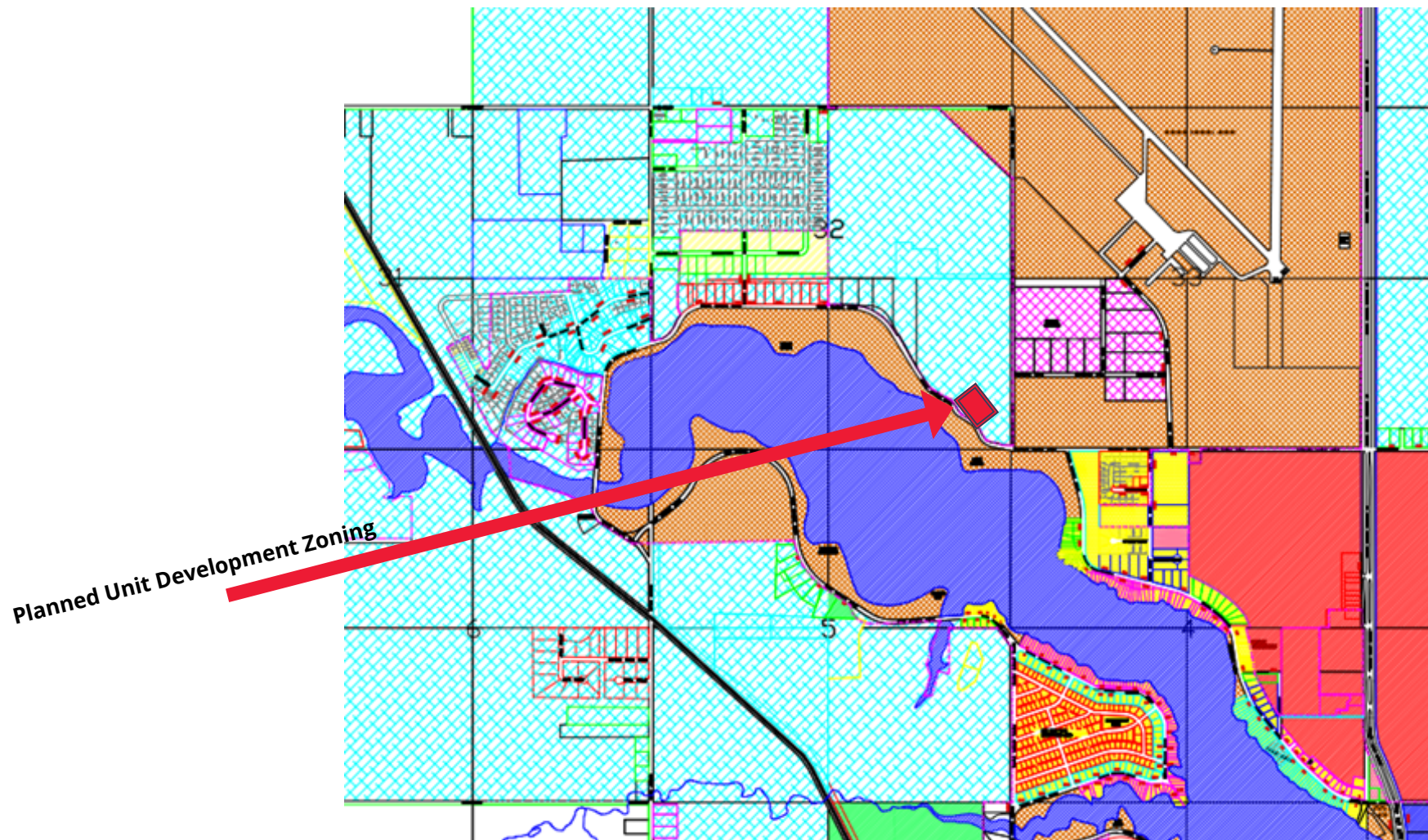
FOR PLANNING PURPOSES ONLY, SUBJECT TO CHANGE

TASK NAME	STATUS	ASSIGNED TO	START DATE	END DATE	DURATION in days
SIGN DEVELOPMENT DOCUMENTS	Complete	HME, SLH, & JTZ	3/1/25	4/17/25	48
DETERMINE FINANCIAL MODEL AND RETURN METRICS	Complete	HME, SLH, & JTZ	3/15/25	4/15/25	32
ENGAGE AND RELEASE TOPO, GEOTECHNICAL, & PLATTING	Complete	HME, SLH, & JTZ	4/1/25	4/23/25	23
DRAFT TIF APPLICATION	In Progress	HME	4/15/25	5/15/25	31
PLATTING & ANNEXATION Process	In Progress	HME, SPN, & JTZ	4/15/25	5/13/25	29
OBTAIN TERM SHEET FROM PROSPECTIVE LENDER	Complete	HME	3/20/25	4/25/25	37
FINALIZE INVESTOR DOCUMENTS FOR EQUITY RAISE	In Progress	HME	4/29/25	5/9/25	11
EQUITY RAISE	Not Started	HME, SLH, & JTZ	6/3/25	8/3/25	62
FINALIZE DESIGN, BANKING, AND EQUITY EFFORTS	Not Started	HME, SLH, & JTZ	8/3/25	10/13/25	72
BREAK GROUND ON CONSTRUCTION	Not Started	HME	10/13/25	11/1/26	385
OPEN FOR RESIDENTS	Not Started	Team	11/1/26	11/1/26	1

Attachment 5

Zoning Change Map SDCL § 11-9-16(3)

The map to the right shows the City of Mitchell's Zoning Map. The red arrow points to the location of the proposed development. The proposed development will be rezoned from UD - Urban Development to "PUD - Planned Unit Development"



Attachment 6

Tax Increment District Boundary Map

The following image shows the preliminary boundary of the tax increment district:



Attachment 7

Department of Revenue Classification Letter

The following is a document from the South Dakota Department of Revenue:



SOUTH DAKOTA DEPARTMENT OF REVENUE
445 East Capitol Avenue • Pierre, SD 57501
(605) 773-3311 • dor.sd.gov

June 12, 2025

City of Mitchell
612 N Main St
Mitchell SD 57301

RE: Preliminary Classification of City of Mitchell # 43

Dear Stephanie Ellwein:

The Department of Revenue hereby acknowledges receipt of your request for Preliminary Classification of Tax Increment Financing District submitted on 06/11/2025.

Upon review of the provided information, the Department has determined the preliminary classification for the TIF District "City of Mitchell # 43" to be Economic Development for the purposes of the State Aid to Education formula.

If you have any questions or concerns, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'WJS', is written over a faint, light blue circular watermark.

Wendy Semmler, Director
Property Tax Division

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN to the general public and all interested parties that the City of Mitchell Planning Commission will conduct a public hearing and acted upon in the City Hall Council Chambers at 612 North Main Street, Mitchell, South Dakota at 12:00 pm (noon) on June 23, 2025 in regards to a proposed project plan and the establishment of boundaries for the proposed tax increment financing district known as City of Mitchell Tax Incremental District Number Forty-three (43).

The following real property is to be included in this district and is legally described as follows:

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., City of Mitchell, Davison County, South Dakota;

At the above stated time and place, all interested parties will be afforded a reasonable opportunity to express their views on the proposed creation of the Tax Incremental District and its proposed boundaries. The project plan may be viewed on the city's website at www.cityofmitchellsd.gov. Following such hearing, the matter will be heard and acted upon by the Mitchell City Council on July 7, 2025 at 6:00 pm in the City Hall Council Chambers.

Dated this 5th day of June, 2025.

Michelle Bathke – Finance Officer

Published once: 11th day of June, 2025

Approximate publication cost: _____



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	July 7, 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 #R2025-48, Plat of Tract 2 of Tupper's Addition, in the NE 1/4 of the NE 1/4 of Section 8, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Tract 2 of Tupper's Addition, in the NE 1/4 of the NE 1/4 of Section 8, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Focus Land and Cattle LLC. Planning Commission motioned to approve. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 06-23-25.		

RESOLUTION #R2025-48

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 23rd day of June, 2025; and

WHEREAS, it appears from an examination of the plat of TRACT 2 OF TUPPER'S ADDITION, IN THE NE 1/4 OF THE NE 1/4 OF SECTION 8, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, 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 TRACT 2 OF TUPPER'S ADDITION, IN THE NE 1/4 OF THE NE 1/4 OF SECTION 8, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 7th day of July, 2025.

MAYOR

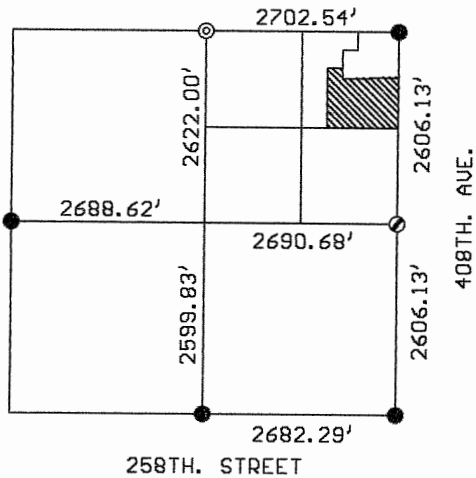
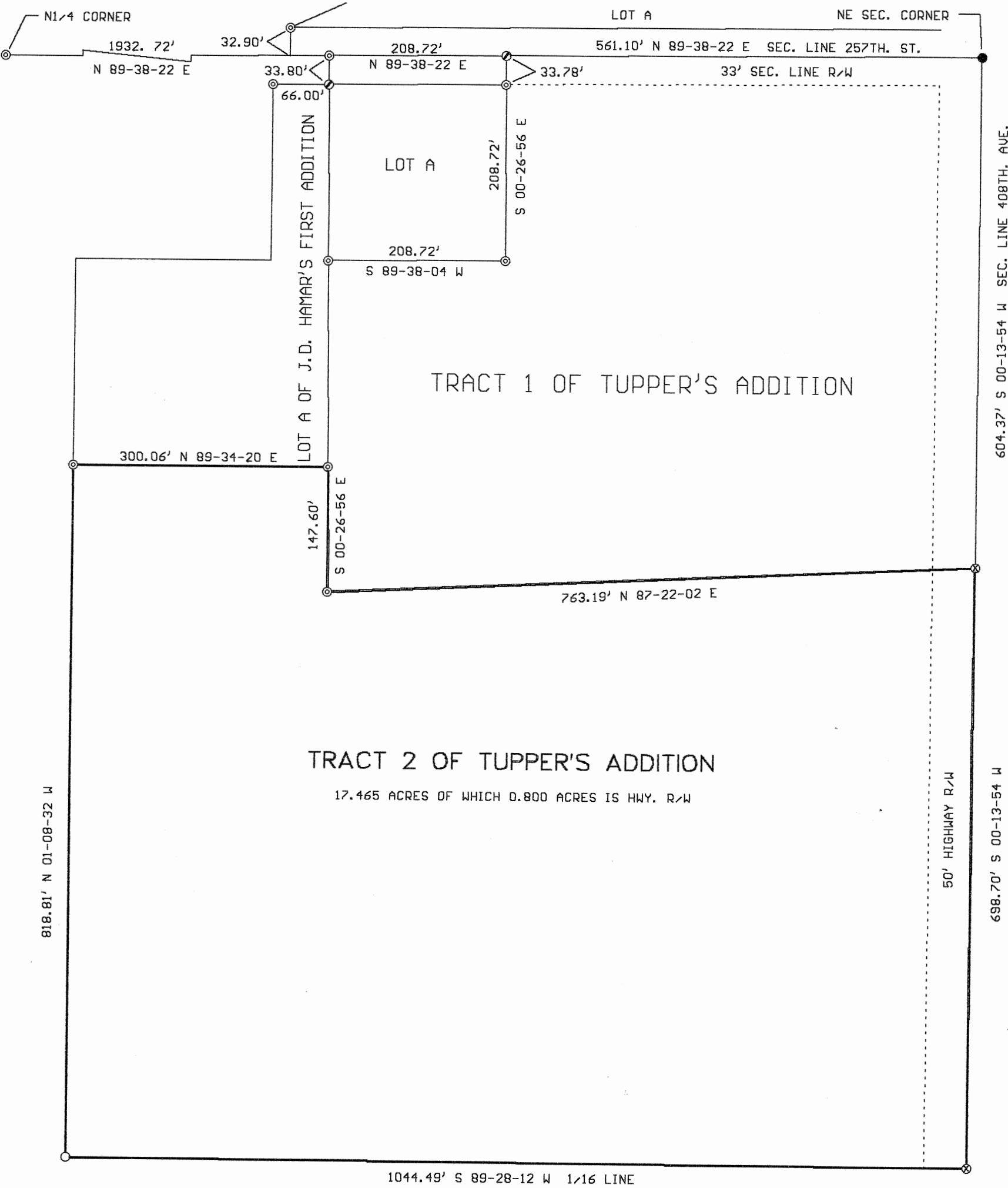
ATTEST:

FINANCE OFFICER

{SEAL}

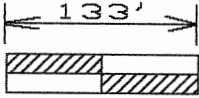


PLAT OF TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.



- ⊙ FOUND REBAR WITH CAP
- FOUND REBAR / IRON ROD
- SET 5/8" REBAR WITH CAP STAMPED TOM WEEK LS 2912
- ⊗ CALCULATED CORNER
- ⊗ SET LARGE SPIKE / MAG NAIL

SCALE :



SHEET 1 OF 4



PLAT OF TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNER, MADE A SURVEY OF TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. I HAVE SET IRON PINS AS SHOWN AND SURVEY AND PLAT ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 8TH. DAY OF JUNE, 2025.

THOMAS LYNN WEEK
REGISTERED LAND SURVEYOR
REG. NO. 2912

OWNER'S CERTIFICATE AND AGREEMENT OF PROTECTION OF WATER

I, RYAN W. TUPPER, AS MEMBER MANAGER OF FOCUS LAND AND CATTLE LLC, A SOUTH DAKOTA LLC, DO HEREBY CERTIFY THAT FOCUS LAND AND CATTLE LLC, IS THE ABSOLUTE AND UNQUALIFIED OWNER OF TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. THAT THE ABOVE SURVEY AND PLAT WERE MADE AT MY REQUEST AND UNDER MY DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND INCLUDED IN THE BOUNDARIES OF TRACT 2, SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH ADDITION, AND SHALL IN PROSECUTION OF SUCH PROTECTION CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATIONS THAT WASTE WATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM.

DATED THIS ____ DAY OF _____, ____.

RYAN W. TUPPER, MEMBER MANAGER

STATE OF _____
COUNTY OF _____

ON THIS ____ DAY OF _____, _____, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED RYAN W. TUPPER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT HE AS MEMBER MANAGER OF FOCUS LAND AND CATTLE LLC, EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

RESOLUTION OF COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE DAVISON COUNTY, SOUTH DAKOTA, PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR DAVISON COUNTY, AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA IS RECOMMENDED.

THE FOREGOING RESOLUTION WAS PASSED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ____ DAY OF _____, ____.

CHAIRMAN/VICE CHAIRMAN, PLANNING COMMISSION

PLAT OF TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF APPROVAL

WHEREAS, IT APPEARS THAT THE OWNER THEREOF HAS CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA AND HAS SUBMITTED SUCH PLAT TO THE COUNTY COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA FOR APPROVAL. NOW THEREFORE BE IT RESOLVED, THAT SUCH PLAT HAS BEEN EXECUTED ACCORDING TO THE LAW AND SAME IS HEREBY APPROVED. THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

I, _____, COUNTY AUDITOR/DEPUTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, ON THIS ____ DAY OF _____, _____.

COUNTY AUDITOR/DEPUTY AUDITOR

CHAIRMAN/VICE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF CITY FINANCE OFFICER OF MITCHELL, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF THE SAID CITY OF MITCHELL, SOUTH DAKOTA; AND WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION; NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ____ DAY OF _____, _____.

CITY PLANNING COMMISSION BY: _____

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE ____ DAY OF _____, _____; AND WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, AS PREPARED BY THOMAS LYNN WEEK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH HEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE ____ DAY OF _____, _____.

FINANCE OFFICER BY: _____

PLAT OF TRACT 2 OF TUPPER'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 8, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

CERTIFICATE OF STREET AUTHORITY

ACCESS TO TRACT 2 WILL BE THROUGH TRACT 1 FROM 408TH. AVE.

DATED THIS _____ DAY OF _____, _____.

COUNTY HIGHWAY REPRESENTATIVE

DIRECTOR OF EQUALIZATION CERTIFICATE

THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THE FOREGOING PLAT. DATED THIS _____ DAY OF _____, _____.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF
EQUALIZATION, DAVISON COUNTY, S.D.

TREASURER CERTIFICATE

THE UNDERSIGNED, COUNTY TREASURER\DEPUTY TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS _____ DAY OF _____, _____.

TREASURER/DEPUTY TREASURER DAVISON COUNTY, S.D.

REGISTER OF DEEDS CERTIFICATE

THE UNDERSIGNED, REGISTER OF DEEDS\DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT THE ORIGINAL PLAT WAS FILED FOR RECORD THIS _____ DAY OF _____, _____, _____ O'CLOCK ____ M., AND DULY RECORDED IN BOOK _____, PAGE _____.

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, S.D.

PREPARED BY TOM WEEK
407 REGAL DRIVE
YANKTON, SOUTH DAKOTA 57078
605-665-8333

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:	July 7, 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 #R2025-49, Plat of Lots 1A, 2B1 and 2C1, Block 4 of Westwood First Addition, and a Portion of Commerce Street		
Explanation/Background of Agenda Item Requested:	Plat of Lots 1A, 2B1 and 2C1, Block 4 of Westwood First Addition, and a Portion of Commerce Street, a subdivision of the NW 1/4 of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as requested by CJM Consulting Inc. Planning Commission motioned to approve. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 06-23-2025.		

RESOLUTION #R2025-49

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 23rd day of June, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOTS 1A, 2B1 AND 2C1, BLOCK 4 OF WESTWOOD FIRST ADDITION, AND A PORTION OF COMMERCE STREET, A SUBDIVISION OF THE NW 1/4 OF SECTION 16, 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 LOTS 1A, 2B1 AND 2C1, BLOCK 4 OF WESTWOOD FIRST ADDITION, AND A PORTION OF COMMERCE STREET, A SUBDIVISION OF THE NW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

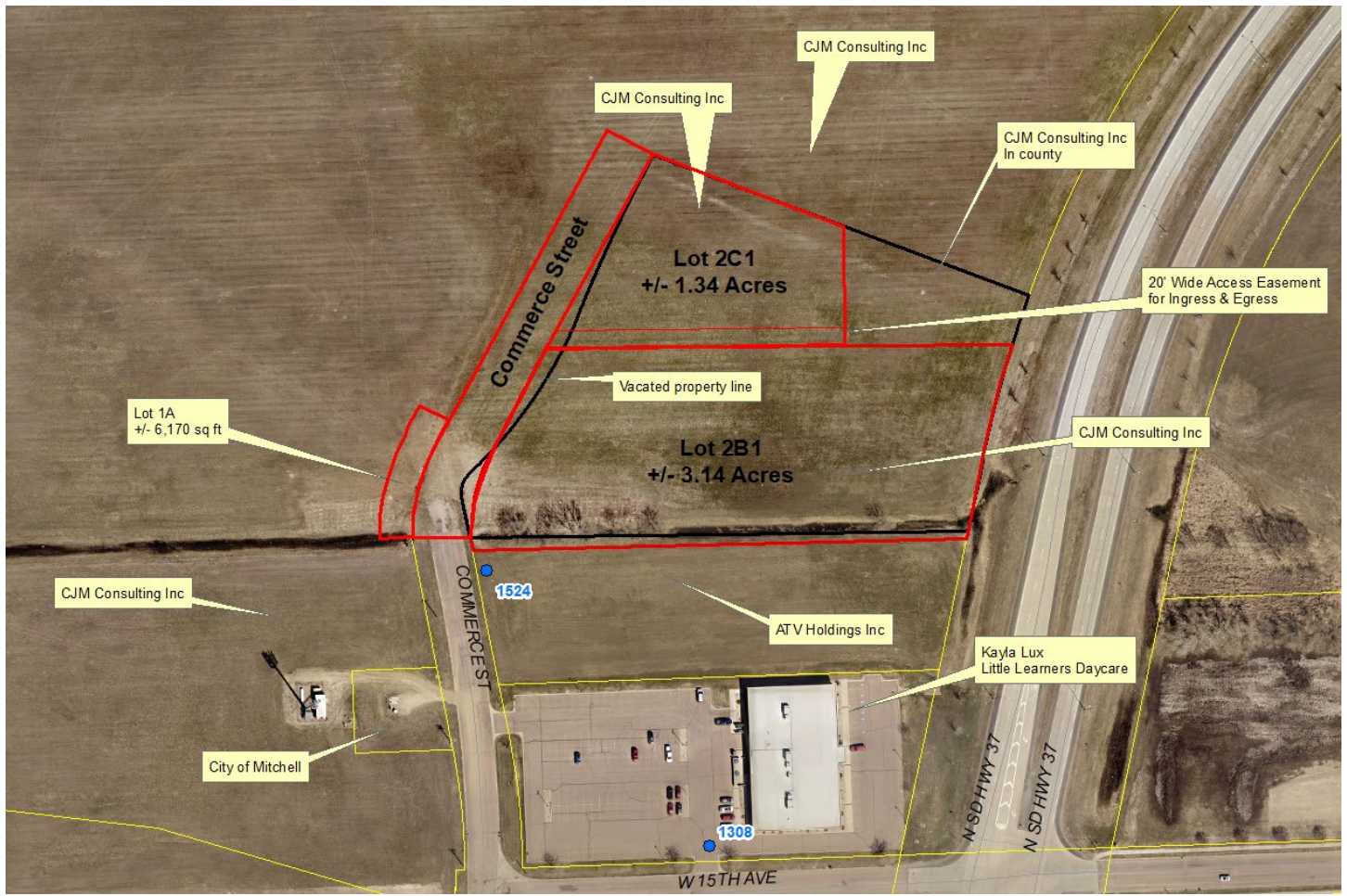
I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 7th day of July, 2025.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



LEGEND

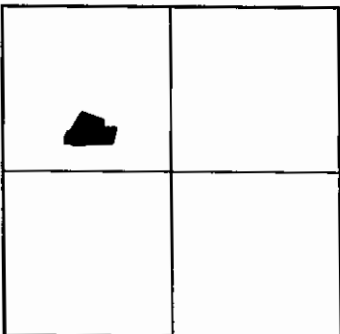
- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 18.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.

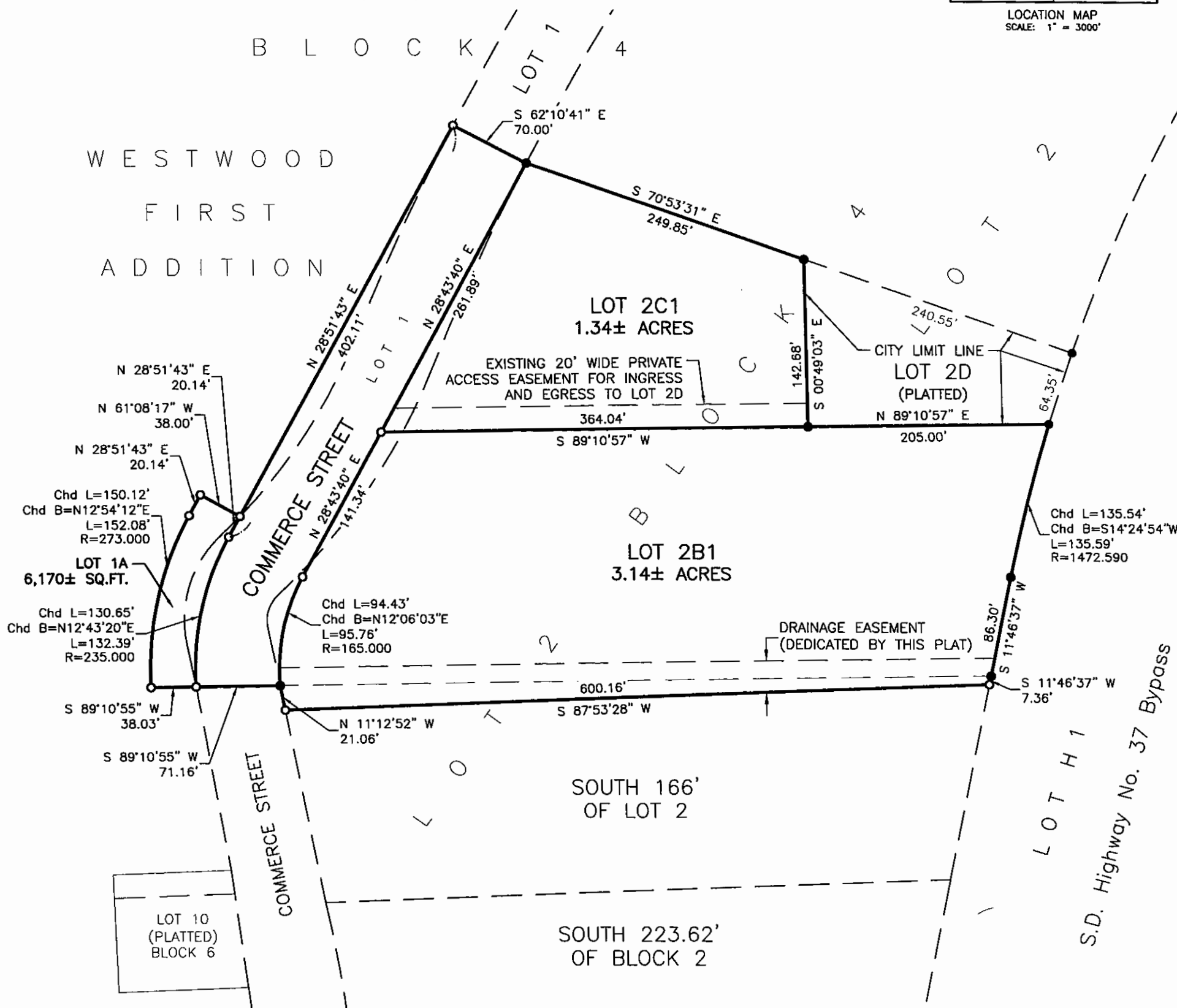
SEC. 16, T 103 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'



1 Inch = 100 Feet



A PLAT OF LOTS 1A, 2B1 AND 2C1, BLOCK 4 OF WESTWOOD FIRST ADDITION,
AND A PORTION OF COMMERCE STREET, A SUBDIVISION OF THE NW 1/4 OF
SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL,
DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of CJM Consulting, Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to June 9, 2025, survey those parcels of land described as follows: LOTS 1A, 2B1 AND 2C1, BLOCK 4 OF WESTWOOD FIRST ADDITION, AND A PORTION OF COMMERCE STREET, A SUBDIVISION OF THE NW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate LOTS 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, RECORDED IN PLAT BOOK 41 ON PAGE 6; AND PORTIONS OF LOTS 1 AND 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, RECORDED IN PLAT BOOK 28 ON PAGE 44.

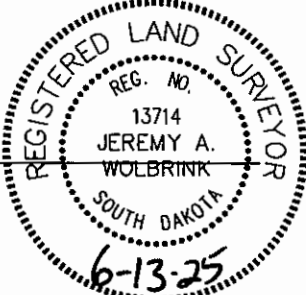
In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 13th day of June, 2025.

Jeremy A. Wolbrink
Registered Land Surveyor #SD13714

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



Charles J. Mauszycki, Jr., Vice President of CJM Consulting, Inc.,
a South Dakota corporation

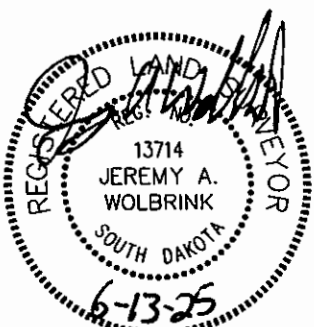
STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires: _____

The undersigned does hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2025.

Chairperson/Vice Chairperson of the City of Mitchell
Planning Commission



SPN

& Associates

Engineers, Planners and Surveyors

2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

Finance Officer/Deputy Finance Officer of the City of Mitchell

The undersigned does hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of this office, have been fully paid.

Treasurer/Deputy Treasurer of Davison County

Date _____

The undersigned does hereby certify that a copy of the plat of LOTS 1A, 2B1 AND 2C1, BLOCK 4 OF WESTWOOD FIRST ADDITION, AND A PORTION OF COMMERCE STREET, A SUBDIVISION OF THE NW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in this office.

Director of Equalization/Deputy Director of Equalization of Davison County

Date _____

STATE OF SOUTH DAKOTA))SS
COUNTY OF DAVISON)

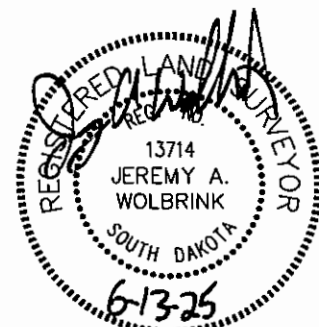
FILED for record this _____ day of _____, 2025, at _____, and recorded in Book _____ of Plats on Page _____ therein.

Register of Deeds, Davison County

By _____ Deputy _____



& Associates
Engineers, Planners and Surveyors
 2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
 Phone: (605) 996-7761 Fax: (605) 996-0015



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	July 7, 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 #R2025-50, Plat of Lots 3 and 4 of Singapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lots 3 and 4 of Singapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by JTZ Properties LLC.

Planning Commission motioned to approve; 5-aye, 0-nay, 1 abstain and 1 absent.
Motion carried.

See Planning Commission Unsigned Minutes 06-23-2025.		

RESOLUTION #R2025-50

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 23rd day of June, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOTS 3 AND 4 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 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 7th day of July, 2025.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



LEGEND

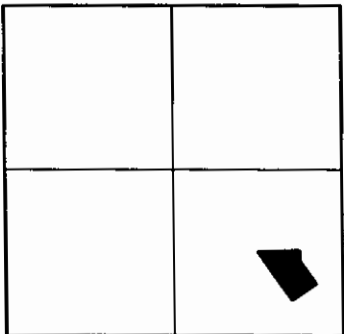
- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- △ = SET SURVEY SPIKE
- ▲ = FOUND SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 12B.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT
THE BENEFIT OF A TITLE REPORT OR TITLE
COMMITMENT. EASEMENTS OF RECORD WERE
NOT RESEARCHED AND ARE NOT SHOWN
UNLESS OTHERWISE NOTED.

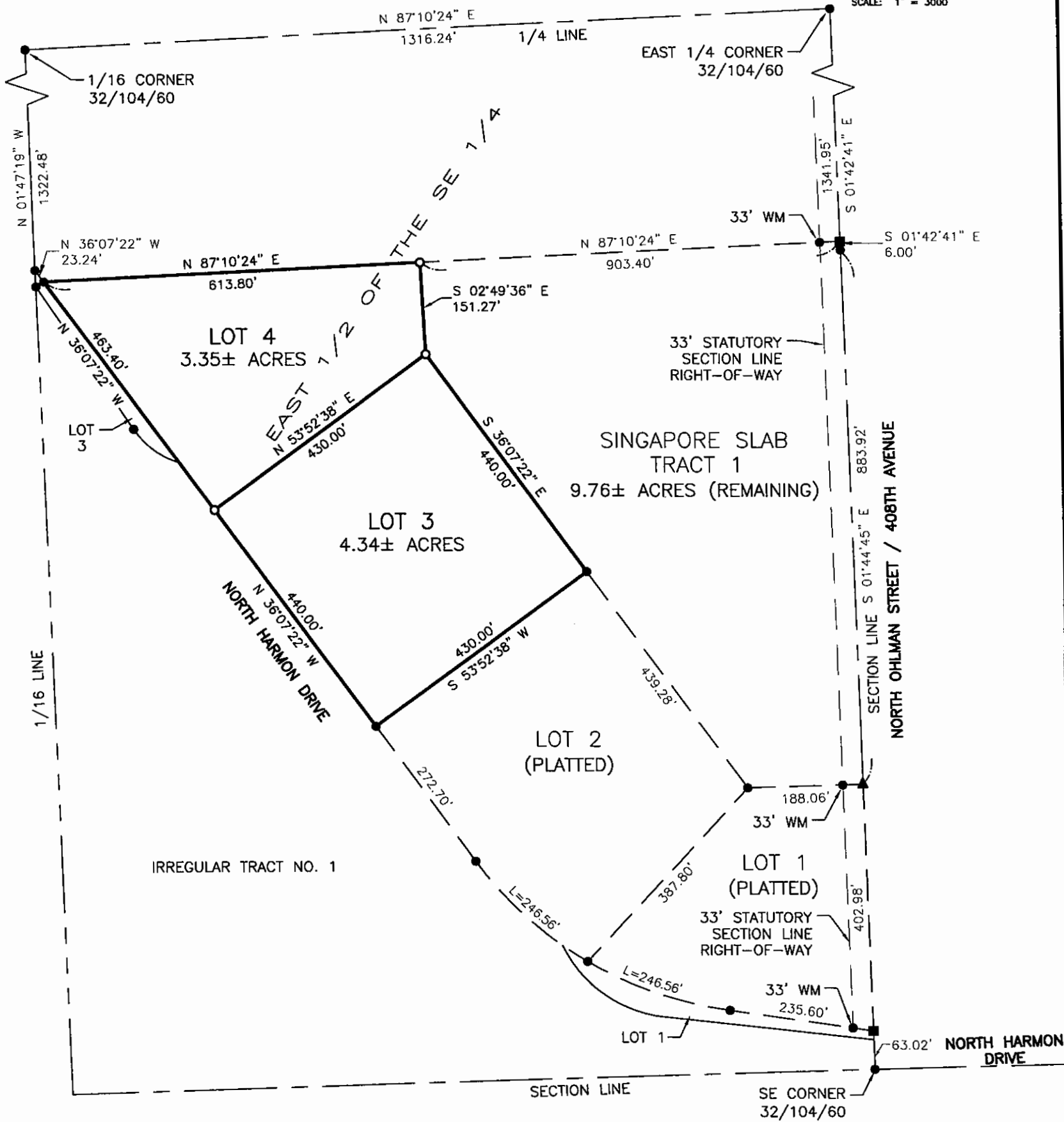
SEC. 32, T 104 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'



1 Inch = 200 Feet



A PLAT OF LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

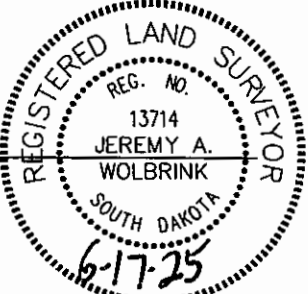
SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of JTZ Properties LLC, a South Dakota Limited Liability Company, as owner, and under its direction for purposes indicated therein, I did on or prior to June 13, 2025, survey those parcels of land described as follows: LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 17TH day of June, 2025.

Jeremy A. Wolbrink
Registered Land Surveyor #SD13714



SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS 3 AND 4 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

OWNER’S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that I the undersigned, hereby certify that JTZ Properties LLC, a South Dakota Limited Liability Company, is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in 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; that the plat has been made at the request of JTZ Properties LLC, a South Dakota Limited Liability Company, and under its direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOTS 3 AND 4 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 shown by this plat; and JTZ Properties LLC, a South Dakota Limited Liability Company, hereby dedicates to the public, for public use forever as such, the streets and alleys, if any, as shown or described on said plat; and that development of the land included within the boundaries of said Lots 3 and 4 shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists North Harmon Drive. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2025.

Justin Thiesse, member of JTZ Properties LLC,
a South Dakota Limited Liability Company

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2025, before me, _____, the undersigned officer, personally appeared Justin Thiesse, who acknowledged himself to be a member of JTZ Properties 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 a member.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires: _____

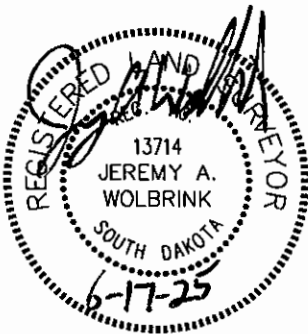
RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and
WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;
NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.
The undersigned hereby certifies that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2025.

Chairperson/Vice-Chairperson of Mitchell City Planning Commission

SPN

& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015



A PLAT OF LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat at its meeting held on the _____ day of _____, 2025; and

WHEREAS, it appears from an examination of the plat of LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned hereby certifies that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2025.

Finance Officer/Deputy Finance Officer of City of Mitchell

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Davison County, South Dakota, has been submitted to the County Planning Commission of the said County of Davison, South Dakota; and

WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Davison, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the County Planning Commission of Davison County, South Dakota, that the plat of LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Davison, South Dakota, is hereby recommended.

The undersigned hereby certifies that the foregoing resolution was passed by the County Planning Commission of Davison County, South Dakota, at a meeting thereof held on the _____ day of _____, 2025.

Chairperson/Vice-Chairperson of Davison County Planning Commission

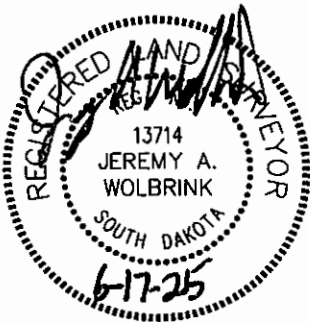
RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Davison County, South Dakota, that the plat of LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Chairperson/Vice-Chairperson, Board of County Commissioners of Davison County

AUDITOR'S CERTIFICATE

I do hereby certify that the above resolution was adopted by the Board of County Commissioners of Davison County, South Dakota, at a regular meeting held on _____, 2025, approving the above-named plat.



Auditor/Deputy Auditor, Davison County



& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

CERTIFICATE OF HIGHWAY AUTHORITY

The location(s) of the existing approach(es) is/are hereby approved. Any change in the location(s) of the existing approach(es) shall require additional approval.

By: _____ Title: _____ Date: _____
Highway Authority

CERTIFICATE OF COUNTY TREASURER

I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

Treasurer/Deputy Treasurer, Davison County Date

DIRECTOR OF EQUALIZATION

I hereby certify that a copy of the plat of LOTS 3 AND 4 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

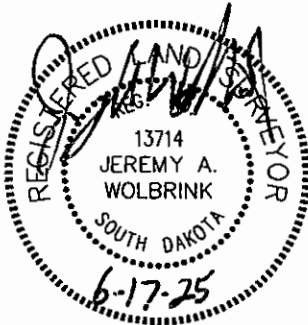
Director of Equalization/Deputy Director of Equalization, Davison County Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

FILED for record this _____ day of _____, 2025, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

Register of Deeds, Davison County By _____ Deputy



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	July 7, 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 #R2025-51, Plat of Tract 5 of Prairie Ethanol Addition in Lot 1 of the Southwest Quarter of Section 24, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Tract 5 of Prairie Ethanol Addition in Lot 1 of the Southwest Quarter of Section 24, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota; as requested by Prairie Ethanol LLC. Planning Commission motioned to approve the plat with amended language. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 06-23-2025.		

RESOLUTION #R2025-51

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 23rd day of June, 2025; and

WHEREAS, it appears from an examination of the PLAT OF TRACT 5 OF PRAIRIE ETHANOL ADDITION IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Joe Dale Whitlock, 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 TRACT 5 OF PRAIRIE ETHANOL ADDITION IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Joe Dale Whitlock, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

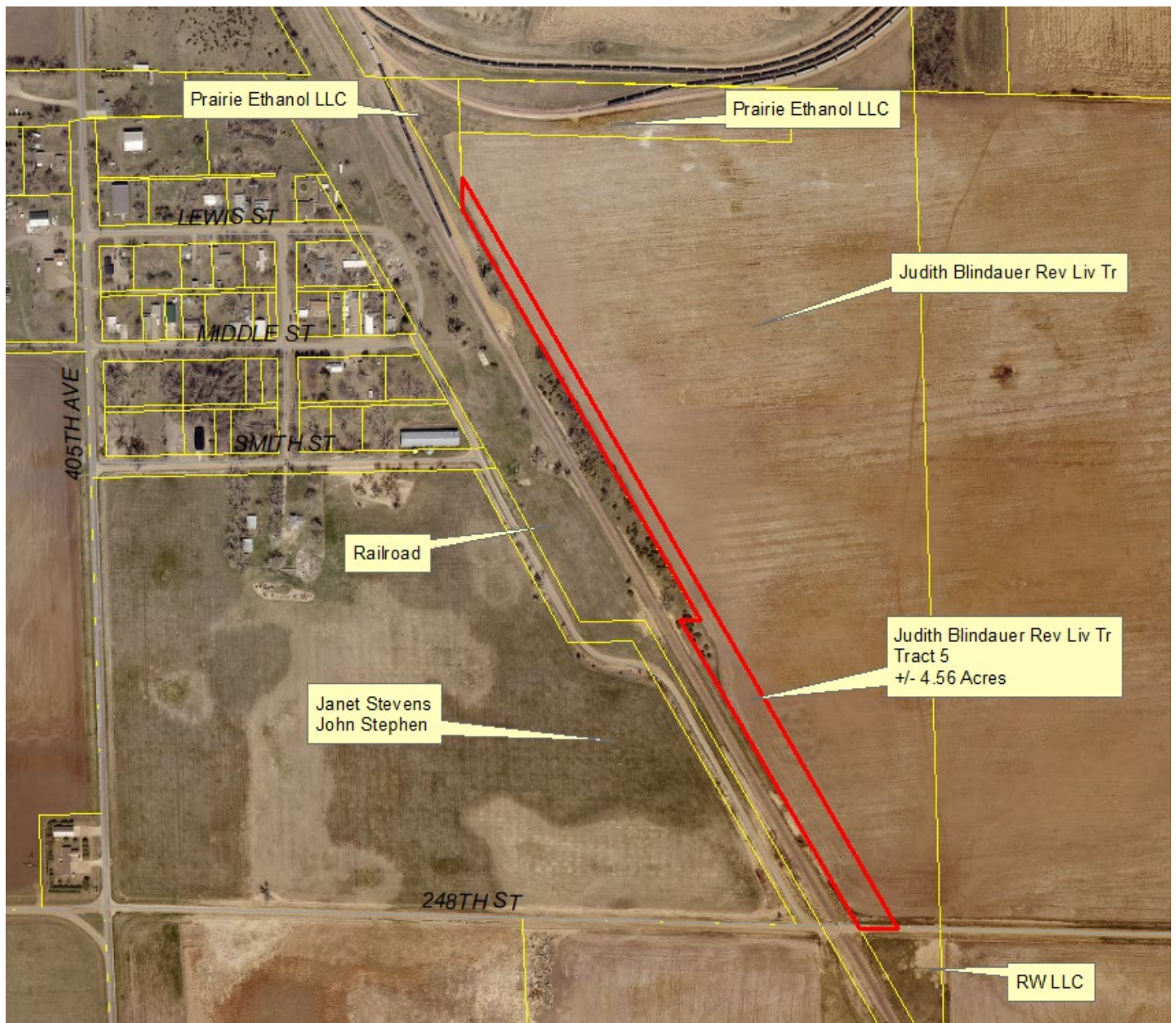
I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 7th day of July, 2025.

MAYOR

ATTEST:

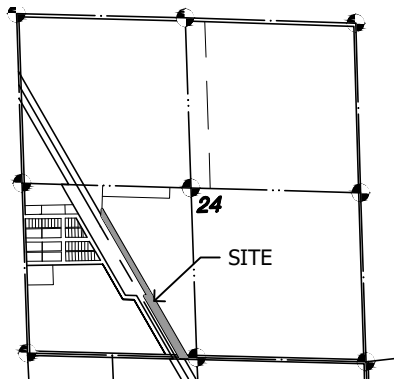
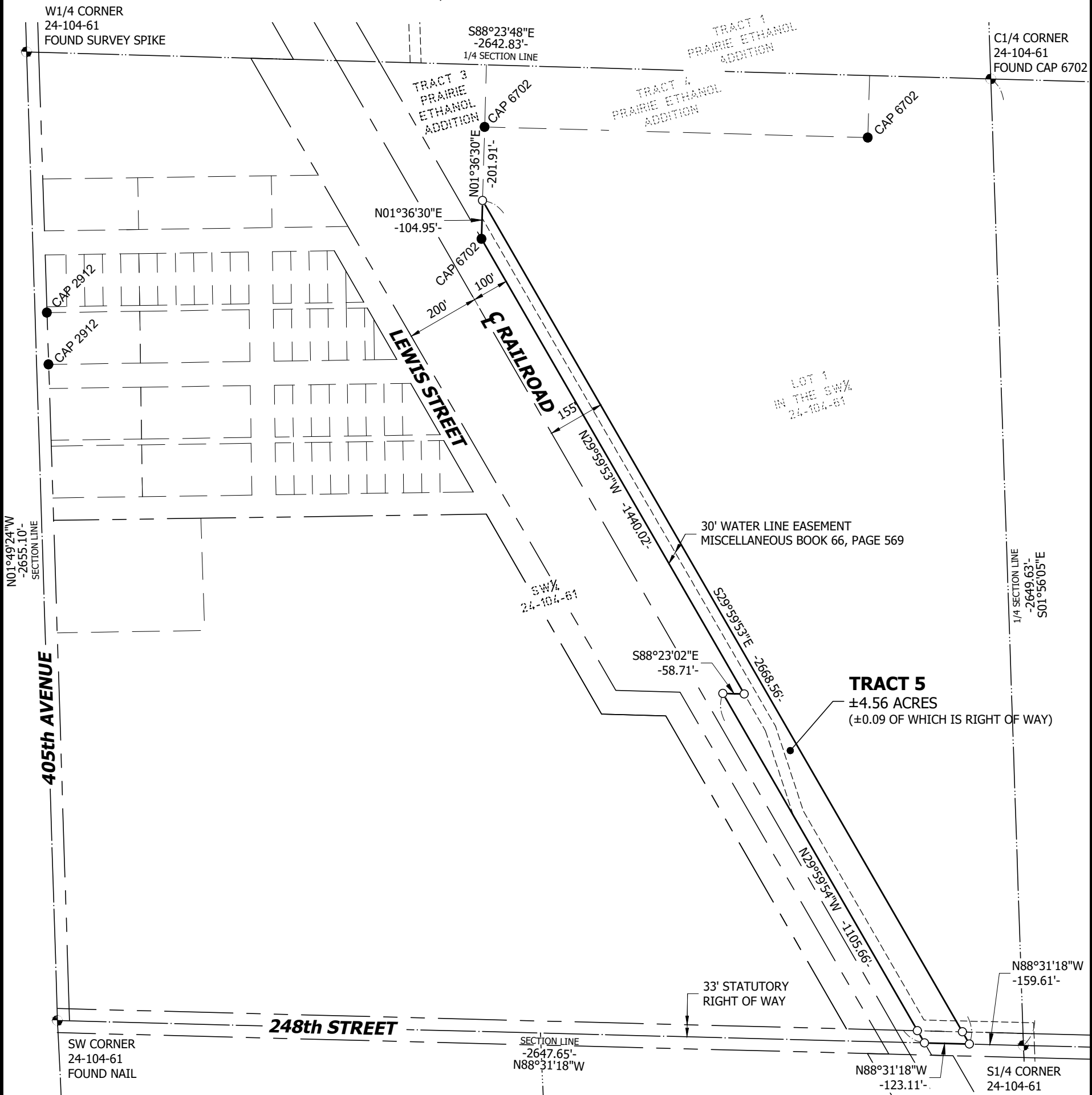
FINANCE OFFICER

{SEAL}



PLAT OF TRACT 5 OF
PRAIRIE ETHANOL ADDITION

IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 198,664 S.F± OR 4.56 ACRES MORE OR LESS



KEY MAP
SECTION 24-104-61

STOCKWELL

PREPARED BY:
JOE D. WHITLOCK, PLS
801 NORTH PHILLIPS AVENUE
SUITE 100
SIOUX FALLS, SD 57104
(605) 338-6668

23031 - 0 - Boundary.dwg

PAGE 1 OF 4

LEGEND:
FOUND CORNER AS NOTED
FOUND SECTIONAL CORNER AS NOTED
SET 5/8" x 18" CAPPED REBAR
(UNLESS OTHERWISE NOTED)
PREVIOUSLY PLATTED DISTANCE (100.00')

NOTES:
1. BASIS OF BEARINGS FOR THIS
PLAT IS UTM ZONE 14 NORTH.
2. SURVEY WAS DONE WITHOUT
BENEFIT OF A TITLE SEARCH.

SURVEYOR'S CERTIFICATE

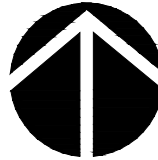
I, JOE DALE WHITLOCK, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA DO HEREBY CERTIFY THAT ON OR BEFORE MAY 23, 2025, I HAVE SURVEYED LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AND PLATTED A PORTION THEREOF INTO **TRACT 5 OF PRAIRIE ETHANOL ADDITION IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA** WITH AREA AND DIMENSIONS AS SHOWN ON THE PLAT.

A PORTION OF THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS **TRACT 5 OF PRAIRIE ETHANOL ADDITION IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.**

I FURTHER CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE SAME TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY WAS PERFORMED AT THE REQUEST AND UNDER THE DIRECTION OF THE OWNERS FOR THE PURPOSE OF TRANSFER.

DATED THIS ____ DAY OF _____, 2025.

JOE DALE WHITLOCK REG. NO. 9925



0 75 150 300
SCALE 1" = 300'



PLAT OF TRACT 5 OF

PRAIRIE ETHANOL ADDITION

IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA. CONTAINING 198,664 S.F± OR 4.56 ACRES MORE OR LESS

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSE OF PLATTING, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER, THE STREETS, ROADS, ALLEYS AND PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ROADS, ALLEYS, PARKS AND PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS PLAT WILL NOT PLACE ANY EXISTING LOT OR BUILDING IN VIOLATION OF ANY APPLICABLE ORDINANCE, CODE, REGULATION, LAW INCLUDING BUT NOT LIMITED TO ZONING, BUILDING, SUBDIVISION, AND FLOOD PREVENTION.

DATED THIS ____ DAY OF _____, 2025.

DONALD P. BLINDAUER, TRUSTEE
DONALD P. BLINDAUER REVOCABLE LIVING TRUST
AGREEMENT DATED THE 1ST DAY OF MAY 2014

JUDITH A. BLINDAUER, TRUSTEE
JUDITH A. BLINDAUER REVOCABLE LIVING TRUST
AGREEMENT DATED THE 1ST DAY OF MAY 2014

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED **DONALD P. BLINDAUER OF THE DONALD P. BLINDAUER REVOCABLE LIVING TRUST AGREEMENT DATED THE 1ST DAY OF MAY 2014**, WHO ACKNOWLEDGED HIMSELF AN OWNER OF THE ABOVE DESCRIBED PROPERTY AND HE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC, STATE OF SOUTH DAKOTA
MY COMMISSION EXPIRES: _____

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED **JUDITH A. BLINDAUER OF THE JUDITH A. BLINDAUER REVOCABLE LIVING TRUST AGREEMENT DATED THE 1ST DAY OF MAY 2014**, WHO ACKNOWLEDGED HERSELF AN OWNER OF THE ABOVE DESCRIBED PROPERTY AND SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC, STATE OF SOUTH DAKOTA
MY COMMISSION EXPIRES: _____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF **TRACT 5 OF PRAIRIE ETHANOL ADDITION IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF THE CITY FINANCE OFFICER OF MITCHELL, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF THE SAID CITY OF MITCHELL, SOUTH DAKOTA; AND

WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 5 OF PRAIRIE ETHANOL ADDITION IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING HEREOF HELD ON THE ____ DAY OF _____, 2025.

BY: _____
CHAIRPERSON/VICE-CHAIRPERSON OF
CITY OF MITCHELL PLANNING COMMISSION



PLAT OF TRACT 5 OF

PRAIRIE ETHANOL ADDITION

IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 198,664 S.F± OR 4.56 ACRES MORE OR LESS

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF
THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE ____ DAY OF _____, 2025; AND

WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF **TRACT 5 OF PRAIRIE ETHANOL ADDITION IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, AS PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 5 OF PRAIRIE ETHANOL ADDITION IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY
OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE ____ DAY OF _____, 2025.

BY: _____
FINANCE OFFICER/DEPUTY FINANCE OFFICER
OF THE CITY OF MITCHELL

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, THE PLAT OF **TRACT 5 OF PRAIRIE ETHANOL ADDITION IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETO FILED IN THE OFFICE OF THE COUNTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE COUNTY PLANNING COMMISSION OF THE SAID COUNTY OF DAVISON, SOUTH DAKOTA; AND

WHEREAS, THE COUNTY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE COUNTY OF DAVISON, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 5 OF PRAIRIE ETHANOL ADDITION IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAVISON, SOUTH DAKOTA IS HEREBY RECOMMENDED.

I, _____, OF THE COUNTY PLANNING COMMISSION FOR THE COUNTY OF DAVISON, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ____ DAY
OF _____, 2025.

BY: _____
CHAIRPERSON/VICE CHAIRPERSON
DAVISON COUNTY COMMISSIONERS

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 5 OF PRAIRIE ETHANOL ADDITION IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, WHICH HAS BEEN SUBMITTED FOR EXAMINATION PURSUANT TO LAW, IS HEREBY APPROVED AND THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

DATED THIS ____ DAY OF _____, 2025.

BY: _____
CHAIRPERSON/VICE CHAIRPERSON, BOARD OF COUNTY
COMMISSIONERS OF DAVISON COUNTY

COUNTY AUDITOR CERTIFICATE

I DO HEREBY CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, AT A REGULAR MEETING HELD ON
_____, 2025, APPROVING THE ABOVE-NAMED PLAT.

AUDITOR/DEPUTY AUDITOR OF
DAVISON COUNTY, SOUTH DAKOTA

PREPARED BY:
JOE D. WHITLOCK, PLS
801 NORTH PHILLIPS AVENUE
SUITE 100
SIOUX FALLS, SD 57104
(605) 338-6668
23031 - 0 - Boundary.dwg PAGE 3 OF 4



PLAT OF TRACT 5 OF

PRAIRIE ETHANOL ADDITION

IN LOT 1 OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 198,664 S.F± OR 4.56 ACRES MORE OR LESS

CERTIFICATE OF HIGHWAY AUTHORITY

THE LOCATION OF THE EXISTING APPROACH(ES) IS HEREBY APPROVED. ANY CHANGE IN THE LOCATION OF THE EXISTING APPROACH(ES) SHALL REQUIRE ADDITIONAL APPROVAL.

BY: _____ TITLE: _____ DATE: _____
HIGHWAY AUTHORITY

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES WHICH WOULD, IF NOT PAID, BE LIENS UPON ANY OF THE LAND INCLUDED IN THE WITHIN AND FOREGOING PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

DATED THIS ____ DAY OF _____, 2025.

TREASURER/DEPUTY TREASURER OF
DAVISON COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I, DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION
OF DAVISON COUNTY, SOUTH DAKOTA

DATE

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

FILED FOR RECORD THIS ____ DAY OF _____, 2025, AT ____ O'CLOCK ____M., AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____ THEREIN AND RECORDED
ON MIRCORFILM NUMBER _____.

REGISTER OF DEEDS
DAVISON COUNTY, SOUTH DAKOTA

BY: _____
DEPUTY



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	July 7, 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 #R2025-52, Plat of Tract 6 of Prairie Ethanol Addition in the Northwest Quarter of Section 25, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Tract 6 of Prairie Ethanol Addition in the Northwest Quarter of Section 25, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota; as requested by Prairie Ethanol LLC.

Planning Commission motioned to approve the plat with amended language. All present voting aye; motion carried.

See Planning Commission Unsigned Minutes 06-23-2025.		

RESOLUTION #R2025-52

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 23rd day of June, 2025; and

WHEREAS, it appears from an examination of the PLAT OF TRACT 6 OF PRAIRIE ETHANOL ADDITION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Joe Dale Whitlock, 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 TRACT 6 OF PRAIRIE ETHANOL ADDITION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Joe Dale Whitlock, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

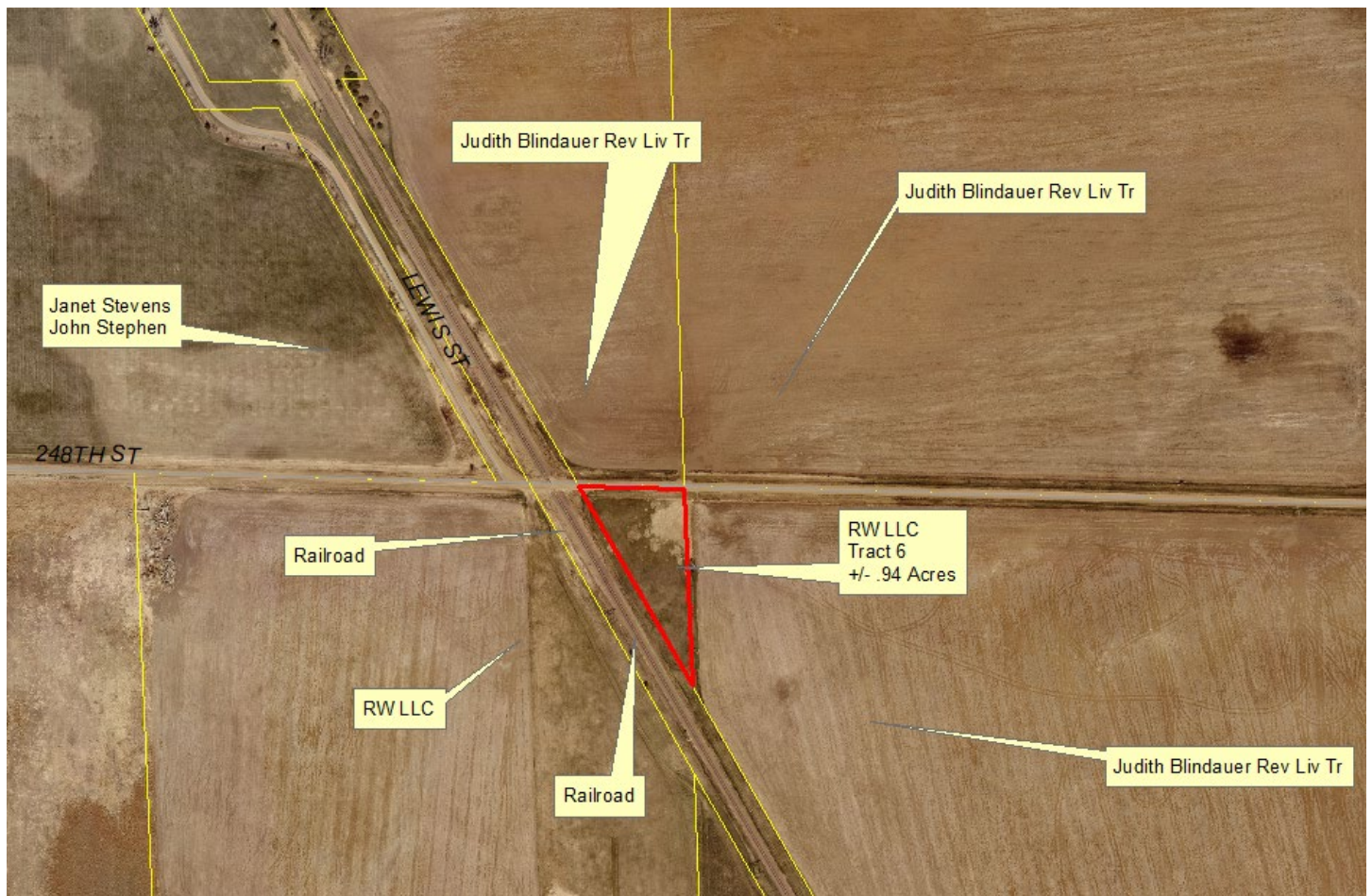
I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 7th day of July, 2025.

MAYOR

ATTEST:

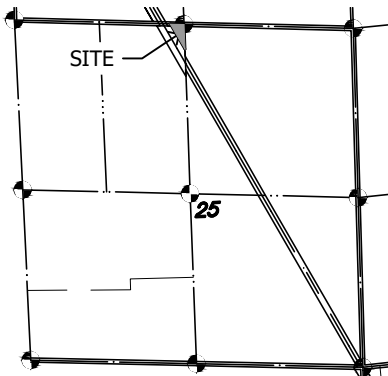
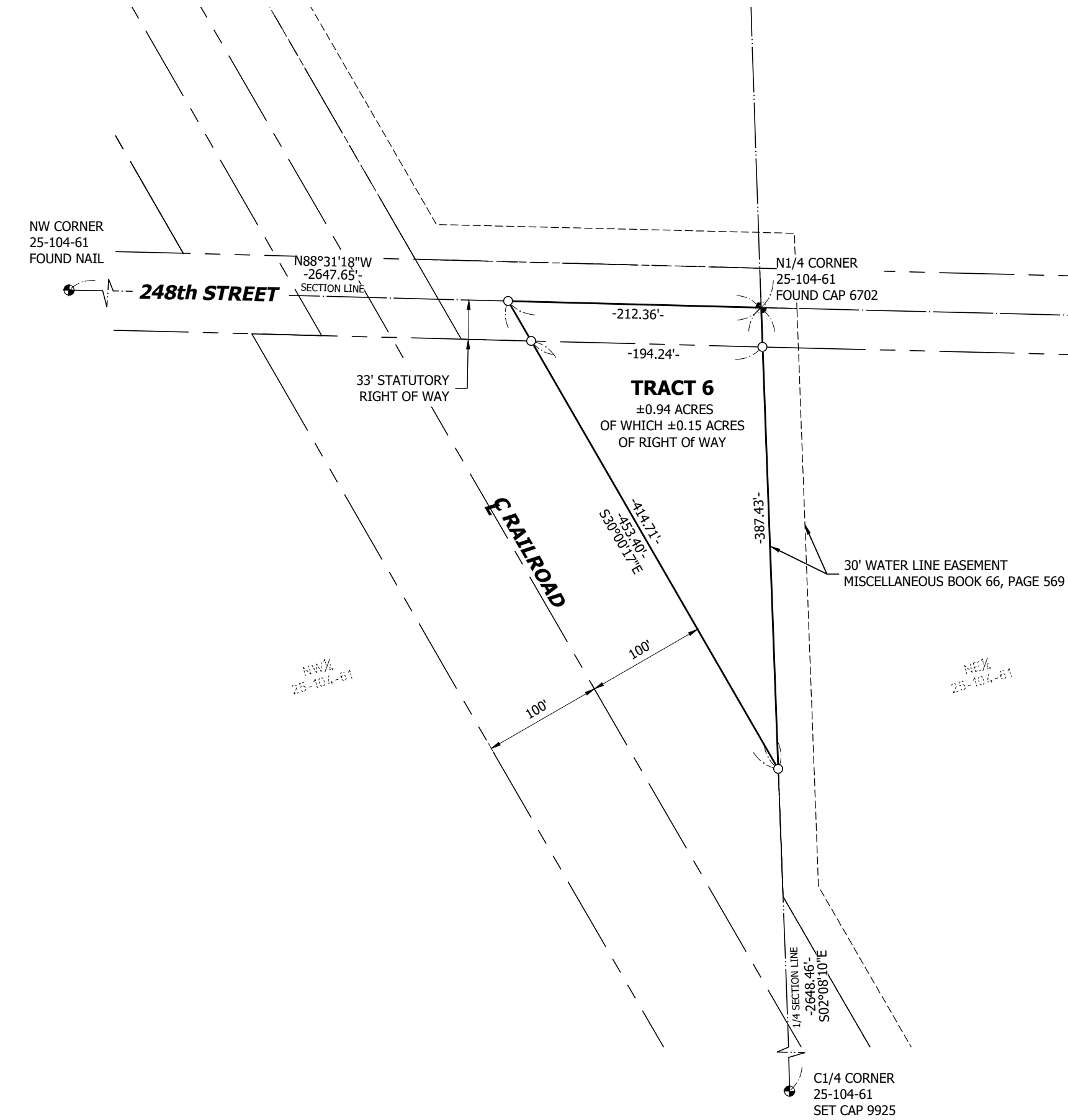
FINANCE OFFICER

{SEAL}



PLAT OF TRACT 6 OF
PRAIRIE ETHANOL ADDITION

IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 41,056 S.F± OR 0.94 ACRES MORE OR LESS



KEY MAP
SECTION 25-104-61

LEGEND:
FOUND CORNER AS NOTED
FOUND SECTIONAL CORNER AS NOTED
SET 5/8" x 18" CAPPED REBAR
(UNLESS OTHERWISE NOTED)
PREVIOUSLY PLATTED DISTANCE (100.00')

NOTES:
1. BASIS OF BEARINGS FOR THIS PLAT IS UTM ZONE 14 NORTH.
2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.



0 25 50 100
SCALE 1" = 100'

SURVEYOR'S CERTIFICATE

I, JOE DALE WHITLOCK, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA DO HEREBY CERTIFY THAT ON OR BEFORE MAY 23, 2025, I HAVE SURVEYED THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AND PLATTED A PORTION THEREOF INTO **TRACT 6 OF PRAIRIE ETHANOL ADDITION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA** WITH AREA AND DIMENSIONS AS SHOWN ON THE PLAT.

A PORTION OF THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS **TRACT 6 OF PRAIRIE ETHANOL ADDITION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.**

I FURTHER CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE SAME TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY WAS PERFORMED AT THE REQUEST AND UNDER THE DIRECTION OF THE OWNERS FOR THE PURPOSE OF TRANSFER.

DATED THIS ____ DAY OF _____, 2025.

JOE DALE WHITLOCK REG. NO. 9925



STOCKWELL
PREPARED BY:
JOE D. WHITLOCK, PLS
801 NORTH PHILLIPS AVENUE
SUITE 100
SIOUX FALLS, SD 57104
(605) 338-6668
23031 - 0 - Boundary.dwg PAGE 1 OF 4

PLAT OF TRACT 6 OF

PRAIRIE ETHANOL ADDITION

IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 41,056 S.F± OR 0.94 ACRES MORE OR LESS

OWNER'S CERTIFICATE

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSE OF TRANSFER, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER, THE STREETS, ROADS, ALLEYS AND PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ROADS, ALLEYS, PARKS AND PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS PLAT WILL NOT PLACE ANY EXISTING LOT OR BUILDING IN VIOLATION OF ANY APPLICABLE ORDINANCE, CODE, REGULATION, LAW INCLUDING BUT NOT LIMITED TO ZONING, BUILDING, SUBDIVISION, AND FLOOD PREVENTION.

DATED THIS ____ DAY OF _____, 2025.

RW, LLC A SOUTH DAKOTA LIMITED LIABILITY COMPANY

BY:_____

TITLE: _____

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____ AS
_____ OF **RW, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY**, WHO ACKNOWLEDGED THEMSELVES TO BE THE OWNERS OF THE ABOVE
DESCRIBED PROPERTY AND THEY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC, STATE OF SOUTH DAKOTA
MY COMMISSION EXPIRES:_____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF **TRACT 6 OF PRAIRIE ETHANOL ADDITION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF THE CITY FINANCE OFFICER OF MITCHELL, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF THE SAID CITY OF MITCHELL, SOUTH DAKOTA; AND

WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 6 OF PRAIRIE ETHANOL ADDITION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING HEREOF HELD ON THE ____ DAY OF _____, 2025.

BY:_____
CHAIRPERSON/VICE CHAIRPERSON OF
CITY OF MITCHELL PLANNING COMMISSION

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE ____ DAY OF _____, 2025; AND

WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF **TRACT 6 OF PRAIRIE ETHANOL ADDITION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, AS PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 6 OF PRAIRIE ETHANOL ADDITION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE ____ DAY OF _____, 2025.

BY:_____
FINANCE OFFICER/DEPUTY FINANCE OFFICER
OF THE CITY OF MITCHELL

PREPARED BY:
JOE D. WHITLOCK, PLS
801 NORTH PHILLIPS AVENUE
SUITE 100
SIOUX FALLS, SD 57104
(605) 338-6668
23031 - 0 - Boundary.dwg PAGE 2 OF 4



PLAT OF TRACT 6 OF

PRAIRIE ETHANOL ADDITION

IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 41,056 S.F± OR 0.94 ACRES MORE OR LESS

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, THE PLAT OF **TRACT 6 OF PRAIRIE ETHANOL ADDITION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETO FILED IN THE OFFICE OF THE COUNTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE COUNTY PLANNING COMMISSION OF THE SAID COUNTY OF DAVISON, SOUTH DAKOTA; AND

WHEREAS, THE COUNTY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE COUNTY OF DAVISON, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 6 OF PRAIRIE ETHANOL ADDITION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAVISON, SOUTH DAKOTA IS HEREBY RECOMMENDED.

I, _____, OF THE COUNTY PLANNING COMMISSION FOR THE COUNTY OF DAVISON, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY
OF _____, 2025.

BY: _____
CHAIRPERSON/VICE CHAIRPERSON
DAVISON COUNTY COMMISSIONERS

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 6 OF PRAIRIE ETHANOL ADDITION IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, WHICH HAS BEEN SUBMITTED FOR EXAMINATION PURSUANT TO LAW, IS HEREBY APPROVED AND THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

DATED THIS _____ DAY OF _____, 2025.

BY: _____
CHAIRPERSON/VICE CHAIRPERSON, BOARD OF COUNTY
COMMISSIONERS OF DAVISON COUNTY

COUNTY AUDITOR CERTIFICATE

I DO HEREBY CERTIFY THAT THE ABOVE CERTIFICATE OF APPROVAL IS TRUE AND CORRECT INCLUDING THE SIGNATURE THEREON

DATED THIS _____ DAY OF _____, 2025.

AUDITOR/DEPUTY AUDITOR OF
DAVISON COUNTY, SOUTH DAKOTA

CERTIFICATE OF HIGHWAY AUTHORITY

THE LOCATION OF THE EXISTING APPROACH(ES) IS HEREBY APPROVED. ANY CHANGE IN THE LOCATION OF THE EXISTING APPROACH(ES) SHALL REQUIRE ADDITIONAL APPROVAL.

BY: _____ TITLE: _____ DATE` : _____
HIGHWAY AUTHORITY

PLAT OF TRACT 6 OF

PRAIRIE ETHANOL ADDITION

IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 41,056 S.F± OR 0.94 ACRES MORE OR LESS

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES WHICH WOULD, IF NOT PAID, BE LIENS UPON ANY OF THE LAND INCLUDED INCLUDED IN THE WITHIN AND FOREGOING PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

DATED THIS ____ DAY OF _____, 2025.

TREASURER/DEPUTY TREASURER OF
DAVISON COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I, DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION
OF DAVISON COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

FILED FOR RECORD THIS ____ DAY OF _____, 2025, AT ____ O'CLOCK ____M., AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

REGISTER OF DEEDS
DAVISON COUNTY, SOUTH DAKOTA

BY: _____
DEPUTY



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	July 7, 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 #R2025-53, Plat of Tract 7 of Prairie Ethanol Addition in the Northeast Quarter of Section 25, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Tract 7 of Prairie Ethanol Addition in the Northeast Quarter of Section 25, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota; as requested by Prairie Ethanol LLC.

Planning Commission motioned to approve plat with the amended language. All present voting aye; motion carried.

See Planning Commission Unsigned Minutes 06-23-2025.		

RESOLUTION #R2025-53

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 23rd day of June, 2025; and

WHEREAS, it appears from an examination of the PLAT OF TRACT 7 OF PRAIRIE ETHANOL ADDITION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Joe Dale Whitlock, 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 TRACT 7 OF PRAIRIE ETHANOL ADDITION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Joe Dale Whitlock, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 7th day of July, 2025.

MAYOR

ATTEST:

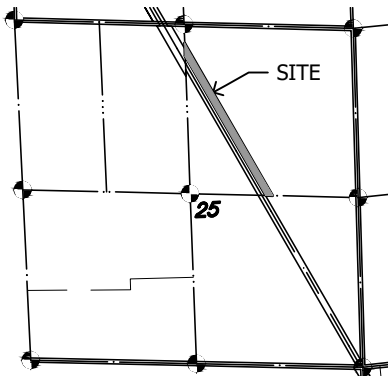
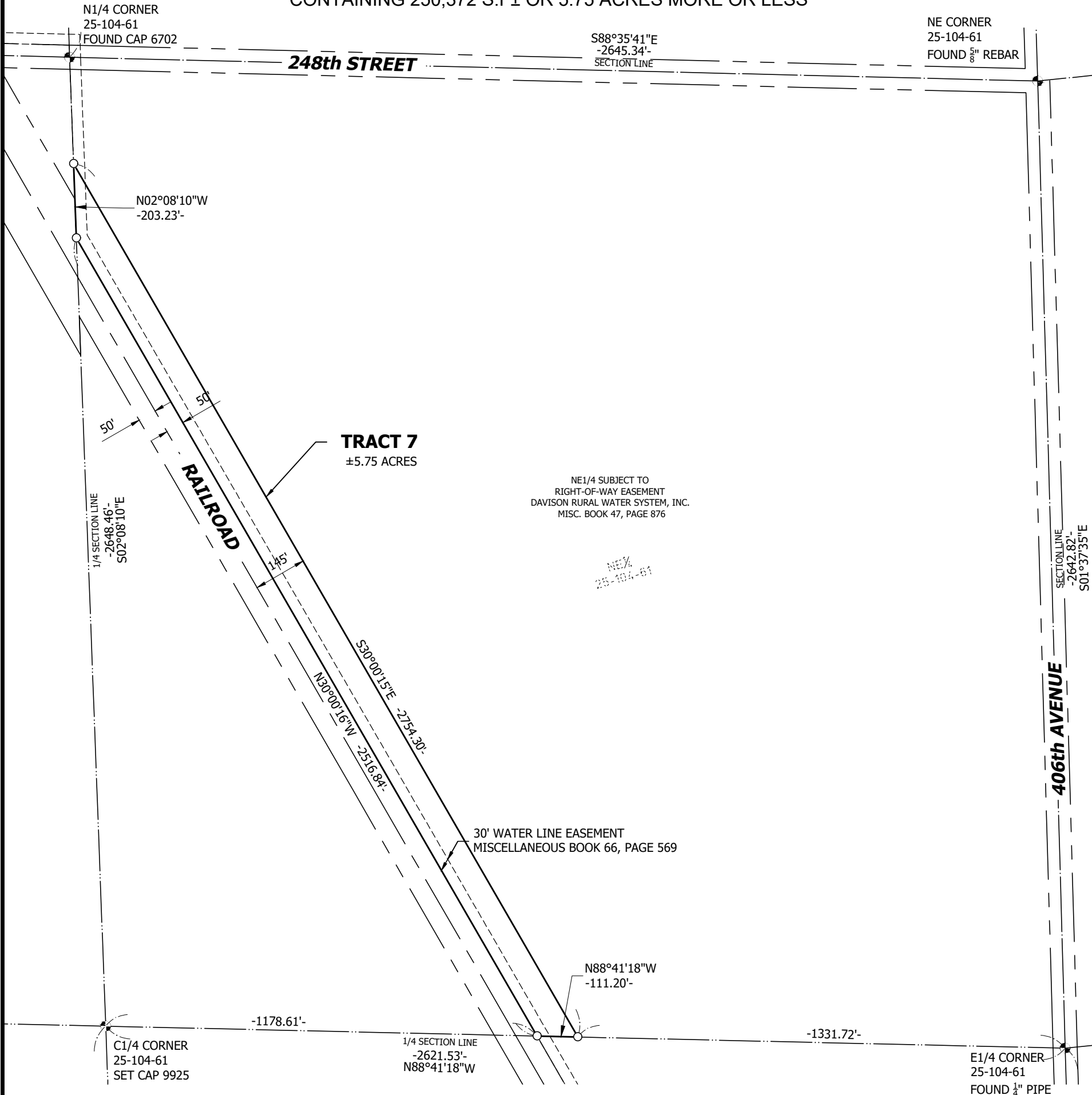
FINANCE OFFICER

{SEAL}



PLAT OF TRACT 7 OF
PRAIRIE ETHANOL ADDITION

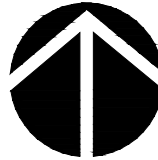
IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 250,372 S.F± OR 5.75 ACRES MORE OR LESS



KEY MAP
SECTION 25-104-61

LEGEND:
FOUND CORNER AS NOTED
FOUND SECTIONAL CORNER AS NOTED
SET 5/8" x 18" CAPPED REBAR
(UNLESS OTHERWISE NOTED)
PREVIOUSLY PLATTED DISTANCE (100.00')

NOTES:
1. BASIS OF BEARINGS FOR THIS PLAT IS UTM ZONE 14 NORTH.
2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.



0 75 150 300
SCALE 1" = 300'

SURVEYOR'S CERTIFICATE

I, JOE DALE WHITLOCK, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA DO HEREBY CERTIFY THAT ON OR BEFORE MAY 23, 2025, I HAVE SURVEYED THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AND PLATTED A PORTION THEREOF INTO **TRACT 7 OF PRAIRIE ETHANOL ADDITION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA** WITH AREA AND DIMENSIONS AS SHOWN ON THE PLAT.

A PORTION OF THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS **TRACT 7 OF PRAIRIE ETHANOL ADDITION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**.

I FURTHER CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE SAME TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY WAS PERFORMED AT THE REQUEST AND UNDER THE DIRECTION OF THE OWNERS FOR THE PURPOSE OF TRANSFER.

DATED THIS ____ DAY OF _____, 2025.

JOE DALE WHITLOCK REG. NO. 9925



STOCKWELL

PREPARED BY:
JOE D. WHITLOCK, PLS
801 NORTH PHILLIPS AVENUE
SUITE 100
SIOUX FALLS, SD 57104
(605) 338-6668
23031 - 0 - Boundary.dwg PAGE 1 OF 4

PLAT OF TRACT 7 OF

PRAIRIE ETHANOL ADDITION

IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 250,372 S.F± OR 5.75 ACRES MORE OR LESS

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSE OF TRANSFER, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER, THE STREETS, ROADS, ALLEYS AND PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ROADS, ALLEYS, PARKS AND PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS PLAT WILL NOT PLACE ANY EXISTING LOT OR BUILDING IN VIOLATION OF ANY APPLICABLE ORDINANCE, CODE, REGULATION, LAW INCLUDING BUT NOT LIMITED TO ZONING, BUILDING, SUBDIVISION, AND FLOOD PREVENTION.

DATED THIS ____ DAY OF _____, 2025.

DONALD P. BLINDAUER, TRUSTEE
DONALD P. BLINDAUER REVOCABLE LIVING TRUST
AGREEMENT DATED THE 1ST DAY OF MAY 2014

JUDITH A. BLINDAUER, TRUSTEE
JUDITH A. BLINDAUER REVOCABLE LIVING TRUST
AGREEMENT DATED THE 1ST DAY OF MAY 2014

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED **DONALD P. BLINDAUER, TRUSTEE OF THE DONALD P. BLINDAUER REVOCABLE LIVING TRUST AGREEMENT DATED THE 1ST DAY OF MAY 2014**, WHO ACKNOWLEDGED HIMSELF TO BE THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND HE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC, STATE OF SOUTH DAKOTA
MY COMMISSION EXPIRES:_____

ON THIS ____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED **JUDITH A. BLINDAUER, TRUSTEE OF THE JUDITH. BLINDAUER REVOCABLE LIVING TRUST AGREEMENT DATED THE 1ST DAY OF MAY 2014**, WHO ACKNOWLEDGED HERSELF TO BE THE OWNER OF THE ABOVE DESCRIBED PROPERTY AND SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC, STATE OF SOUTH DAKOTA
MY COMMISSION EXPIRES:_____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF **TRACT 7 OF PRAIRIE ETHANOL ADDITION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF THE CITY FINANCE OFFICER OF MITCHELL, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF THE SAID CITY OF MITCHELL, SOUTH DAKOTA; AND

WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 7 OF PRAIRIE ETHANOL ADDITION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING HEREOF HELD ON THE ____ DAY OF _____, 2025.

BY:_____
CHAIRPERSON/VICE-CHAIRPERSON OF
CITY OF MITCHELL PLANNING COMMISSION

PLAT OF TRACT 7 OF

PRAIRIE ETHANOL ADDITION

IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 250,372 S.F± OR 5.75 ACRES MORE OR LESS

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE ____ DAY OF _____, 2025; AND

WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF **TRACT 7 OF PRAIRIE ETHANOL ADDITION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, AS PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 7 OF PRAIRIE ETHANOL ADDITION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE ____ DAY OF _____, 2025.

BY: _____
FINANCE OFFICER/DEPUTY FINANCE OFFICER
OF THE CITY OF MITCHELL

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, THE PLAT OF **TRACT 7 OF PRAIRIE ETHANOL ADDITION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETO FILED IN THE OFFICE OF THE COUNTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE COUNTY PLANNING COMMISSION OF THE SAID COUNTY OF DAVISON, SOUTH DAKOTA; AND

WHEREAS, THE COUNTY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE COUNTY OF DAVISON, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 7 OF PRAIRIE ETHANOL ADDITION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAVISON, SOUTH DAKOTA IS HEREBY RECOMMENDED.

I, _____, OF THE COUNTY PLANNING COMMISSION FOR THE COUNTY OF DAVISON, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ____ DAY OF _____, 2025.

BY: _____
CHAIRPERSON/VICE-CHAIRPERSON OF
DAVISON COUNTY PLANNING COMMISSION

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 7 OF PRAIRIE ETHANOL ADDITION IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, WHICH HAS BEEN SUBMITTED FOR EXAMINATION PURSUANT TO LAW, IS HEREBY APPROVED AND THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

DATED THIS ____ DAY OF _____, 2025.

BY: _____
CHAIRPERSON/VICE-CHAIRPERSON
COMMISSIONERS OF DAVISON COUNTY

COUNTY AUDITOR CERTIFICATE

I DO HEREBY CERTIFY THAT THE ABOVE CERTIFICATE OF APPROVAL IS TRUE AND CORRECT INCLUDING THE SIGNATURE THEREON

DATED THIS ____ DAY OF _____, 2025.

COUNTY AUDITOR
DAVISON COUNTY, SOUTH DAKOTA



PLAT OF TRACT 7 OF

PRAIRIE ETHANOL ADDITION

IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 250,372 S.F± OR 5.75 ACRES MORE OR LESS

CERTIFICATE OF HIGHWAY AUTHORITY

THE LOCATION OF THE EXISTING APPROACH(ES) IS HEREBY APPROVED. ANY CHANGE IN THE

BY: _____ TITLE: _____ DATE: _____
HIGHWAY AUTHORITY

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES WHICH WOULD, IF NOT PAID, BE LIENS UPON ANY OF THE LAND INCLUDED IN WITHIN AND FOREGOING PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

TREASURER/DEPUTY TREASURER OF
DAVISON COUNTY, SOUTH DAKOTA

DATE

DIRECTOR OF EQUALIZATION

I, DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION
OF DAVISON COUNTY, SOUTH DAKOTA

DATE

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

FILED FOR RECORD THIS _____ DAY OF _____, 2025, AT _____ O'CLOCK ____M., AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____ THEREIN AND RECORDED
IN MICROFILM NUMBER _____.

REGISTER OF DEEDS
DAVISON COUNTY, SOUTH DAKOTA

BY _____
DEPUTY



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	July 7, 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 #R2025-54, Plat of Tract 8 of Prairie Ethanol Addition in the Southeast Quarter of Section 25, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Tract 8 of Prairie Ethanol Addition in the Southeast Quarter of Section 25, Township 104 North, Range 61 West of the 5th P.M., Davison County, South Dakota; as requested by Prairie Ethanol LLC. Planning Commission motioned to approve plat with the amended language. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 06-23-2025.		

RESOLUTION #R2025-54

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 23rd day of June, 2025; and

WHEREAS, it appears from an examination of the PLAT OF TRACT 8 OF PRAIRIE ETHANOL ADDITION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Joe Dale Whitlock, 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 TRACT 8 OF PRAIRIE ETHANOL ADDITION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Joe Dale Whitlock, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 7th day of July, 2025.

MAYOR

ATTEST:

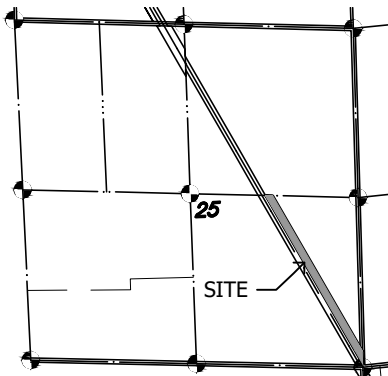
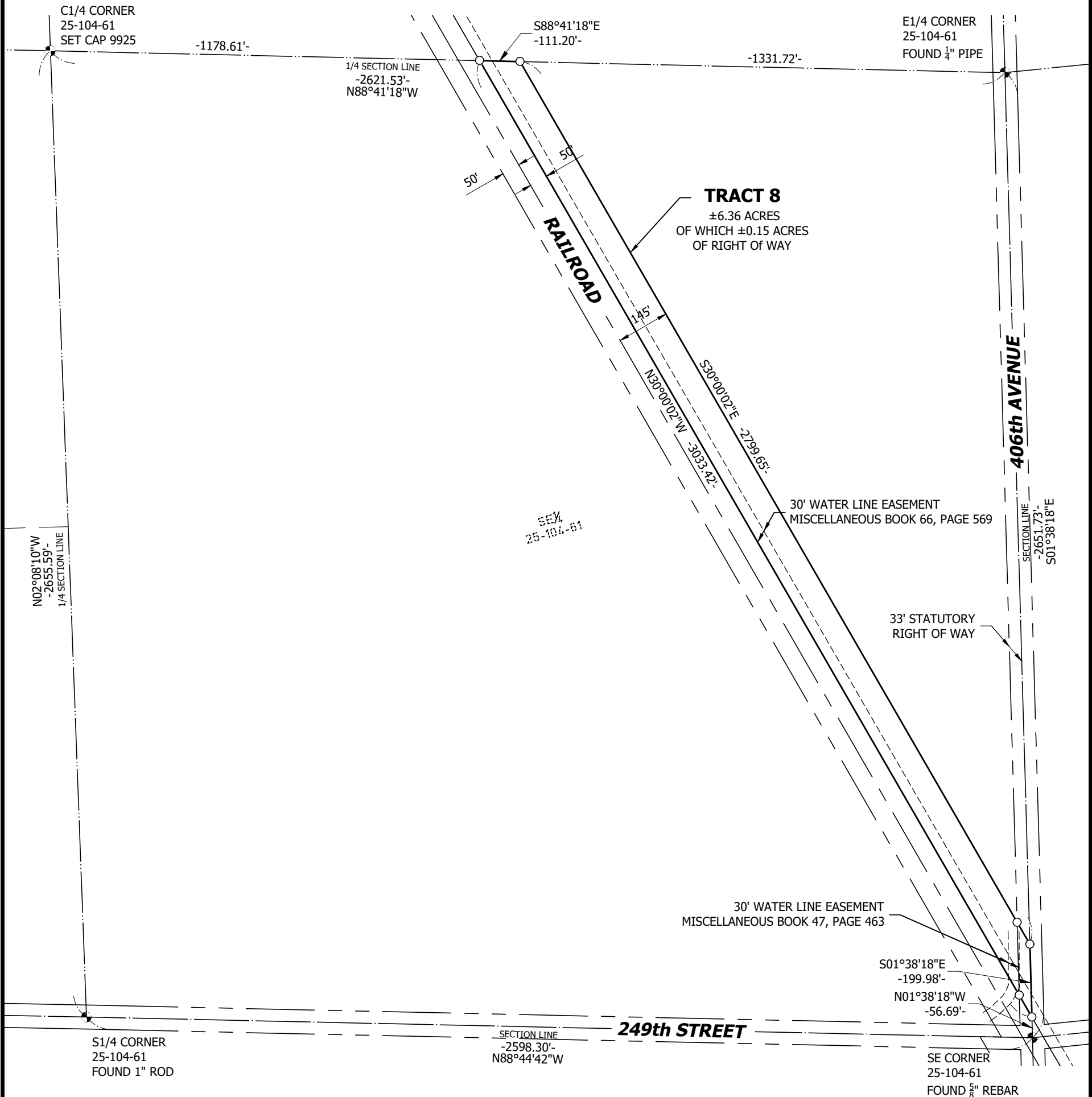
FINANCE OFFICER

{SEAL}



PLAT OF TRACT 8 OF
PRAIRIE ETHANOL ADDITION

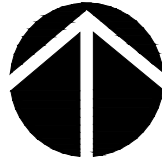
IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 277,071 S.F.± OR 6.36 ACRES MORE OR LESS



KEY MAP
SECTION 25-104-61

LEGEND:
FOUND CORNER AS NOTED
FOUND SECTIONAL CORNER AS NOTED
SET 5/8" x 18" CAPPED REBAR
(UNLESS OTHERWISE NOTED)
PREVIOUSLY PLATTED DISTANCE (100.00')

NOTES:
1. BASIS OF BEARINGS FOR THIS PLAT IS UTM ZONE 14 NORTH.
2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.



0 75 150 300
SCALE 1" = 300'

SURVEYOR'S CERTIFICATE

I, JOE DALE WHITLOCK, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA DO HEREBY CERTIFY THAT ON OR BEFORE MAY 23, 2025, I HAVE SURVEYED THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AND PLATTED A PORTION THEREOF INTO **TRACT 8 OF PRAIRIE ETHANOL ADDITION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA** WITH AREA AND DIMENSIONS AS SHOWN ON THE PLAT.

A PORTION OF THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS **TRACT 8 OF PRAIRIE ETHANOL ADDITION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**.

I FURTHER CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE SAME TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY WAS PERFORMED AT THE REQUEST AND UNDER THE DIRECTION OF THE OWNERS FOR THE PURPOSE OF TRANSFER.

DATED THIS ____ DAY OF _____, 2025.

JOE DALE WHITLOCK REG. NO. 9925



STOCKWELL
PREPARED BY:
JOE D. WHITLOCK, PLS
801 NORTH PHILLIPS AVENUE
SUITE 100
SIOUX FALLS, SD 57104
(605) 338-6668
23031 - 0 - Boundary.dwg PAGE 1 OF 4

PLAT OF TRACT 8 OF

PRAIRIE ETHANOL ADDITION

IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 277,071 S.F± OR 6.36 ACRES MORE OR LESS

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSE OF TRANSFER, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER, THE STREETS, ROADS, ALLEYS AND PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ROADS, ALLEYS, PARKS AND PUBLIC GROUNDS, WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THIS PLAT WILL NOT PLACE ANY EXISTING LOT OR BUILDING IN VIOLATION OF ANY APPLICABLE ORDINANCE, CODE, REGULATION, LAW INCLUDING BUT NOT LIMITED TO ZONING, BUILDING, SUBDIVISION, AND FLOOD PREVENTION.

DATED THIS ____ DAY OF _____, 2025.

RW, LLC A SOUTH DAKOTA LIMITED LIABILITY COMPANY

BY:_____

TITLE:_____

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

ON THIS ____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED _____ AS

_____ OF **RW, LLC, A SOUTH DAKOTA LIMITED LIABILITY COMPANY**, WHO ACKNOWLEDGED THEMSELVES TO BE THE OWNERS OF THE ABOVE DESCRIBED PROPERTY AND THEY EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC, STATE OF SOUTH DAKOTA
MY COMMISSION EXPIRES:_____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF **TRACT 8 OF PRAIRIE ETHANOL ADDITION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF THE CITY FINANCE OFFICER OF MITCHELL, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF THE SAID CITY OF MITCHELL, SOUTH DAKOTA; AND

WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 8 OF PRAIRIE ETHANOL ADDITION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING

RESOLUTION WAS PASSED BY THE PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING HEREOF HELD ON THE ____ DAY OF _____, 2025.

BY:_____
CHAIRPERSON/VICE CHAIRPERSON OF
CITY OF MITCHELL PLANNING COMMISSION

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE ____ DAY OF _____, 2025; AND

WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF **TRACT 8 OF PRAIRIE ETHANOL ADDITION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, AS PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 8 OF PRAIRIE ETHANOL ADDITION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY

OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE ____ DAY OF _____, 2025.

BY:_____
FINANCE OFFICER/DEPUTY FINANCE OFFICER OF
THE CITY OF MITCHELL

PREPARED BY:
JOE D. WHITLOCK, PLS
801 NORTH PHILLIPS AVENUE
SUITE 100
SIOUX FALLS, SD 57104
(605) 338-6668
23031 - 0 - Boundary.dwg PAGE 2 OF 4



PLAT OF TRACT 8 OF

PRAIRIE ETHANOL ADDITION

IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 277,071 S.F± OR 6.36 ACRES MORE OR LESS

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, THE PLAT OF **TRACT 8 OF PRAIRIE ETHANOL ADDITION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETO FILED IN THE OFFICE OF THE COUNTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE COUNTY PLANNING COMMISSION OF THE SAID COUNTY OF DAVISON, SOUTH DAKOTA; AND

WHEREAS, THE COUNTY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE COUNTY OF DAVISON, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 8 OF PRAIRIE ETHANOL ADDITION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY JOE DALE WHITLOCK, A DULY LICENSED LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAVISON, SOUTH DAKOTA IS HEREBY RECOMMENDED.

I, _____, OF THE COUNTY PLANNING COMMISSION FOR THE COUNTY OF DAVISON, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, 2025.

BY: _____
CHAIRPERSON/VICE-CHAIRPERSON OF
DAVISON COUNTY PLANNING COMMISSION

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF **TRACT 8 OF PRAIRIE ETHANOL ADDITION IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, WHICH HAS BEEN SUBMITTED FOR EXAMINATION PURSUANT TO LAW, IS HEREBY APPROVED AND THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

DATED THIS _____ DAY OF _____, 2025.

BY: _____
CHAIRPERSON/VICE-CHAIRPERSON. BOARD OF COUNTY
COMMISSIONERS OF DAVISON COUNTY

COUNTY AUDITOR CERTIFICATE

I DO HEREBY CERTIFY THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, AT A REGULAR MEETING HELD ON _____, 2025, APPROVING THE ABOVE-NAMED PLAT.

AUDITOR/DEPUTY AUDITOR OF
DAVISON COUNTY, SOUTH DAKOTA

HIGHWAY AUTHORITY CERTIFICATE

THE LOCATION OF THE EXISTING APPROACH(ES) IS HEREBY APPROVED. ANY CHANGE IN THE LOCATION OF THE EXISTING APPROACH(ES) SHALL REQUIRE ADDITIONAL APPROVAL.

BY: _____ TITLE: _____ DATE: _____
HIGHWAY AUTHORITY



PLAT OF TRACT 8 OF

PRAIRIE ETHANOL ADDITION

IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 104 NORTH, RANGE 61 WEST OF THE
5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.
CONTAINING 277,071 S.F± OR 6.36 ACRES MORE OR LESS

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL TAXES WHICH WOULD, IF NOT PAID, BE LIENS UPON ANY OF THE LAND INCLUDED IN THE WITHIN AND FOREGOING PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

TREASURER/DEPUTY TREASURER OF
DAVISON COUNTY, SOUTH DAKOTA

DATE

DIRECTOR OF EQUALIZATION

I, DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION
OF DAVISON COUNTY, SOUTH DAKOTA

DATE

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

FILED FOR RECORD THIS _____ DAY OF _____, 2025, AT _____ O'CLOCK ____M., AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____ THEREIN AND RECORDED
ON MICROFILM NUMBER _____.

REGISTER OF DEEDS
DAVISON COUNTY, SOUTH DAKOTA

BY _____
DEPUTY



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	July 7, 2025	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution R2025-55, Surplus and Auction of Three Trailers and One Building in the 1100 and 1200 Blocks of East 1st Ave		
Explanation/Background of Agenda Item Requested:	This resolution provides for the surplus of three trailers and one building in the 1100 and 1200 Block of East 1st Avenue and sets terms for their removal by the successful bidder. The auction will be for the trailers and building only, which are sold individually, 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 July 30th, 2025 at 10:00 AM on the site of the building and trailer near 1215 E 1st Avenue. The three trailers have not yet been surplused. The building was previously approved for surplus and auction, but this resolution resets the date and time for the auction.		

RESOLUTION #R2025-55

A RESOLUTION PROVIDING FOR THE SURPLUS AND AUCTION OF THREE TRAILER UNITS LOCATED IN THE 1100 AND 1200 BLOCK OF EAST 1ST AVENUE AND THE HOUSE AT 1215 E 1ST AVENUE

WHEREAS the City of Mitchell is the owner of real property in the 1100 and 1200 Block of East 1st Avenue in Mitchell, and there are currently multiple trailer units located on the property as well as a building at 1215 E 1st Avenue; and

WHEREAS the City previously approved the surplus of the building at 1215 E 1st Avenue and which did not sell at auction. There are also three trailers at this location, which have not been previously surplus, that the City desires to auction; and

WHEREAS, the City desires to remove the building and trailer units as they are no longer necessary, useful, or suitable for the purpose for which they were acquired; and

WHEREAS the City intends to auction the building and trailer units themselves, not including any interest in the land itself, upon the conditions further provided in this resolution, and if no buyer is found, then such trailer unit(s) 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 trailer units located on Lots 20, 25, and 39 of the Parkview Homes complex in the 1100 and 1200 Block of East 1st Avenue, as well as the building at 1215 E 1st Ave, are no longer necessary, useful, or suitable for the purpose for which they were acquired; and

IT IS FURTHER RESOLVED that such building and trailer units shall be sold at auction upon such terms as the Public Works department may provide in advance of the auction. Notice of the auction shall be published twice with the first occurring at least 10 days prior to the sale. However, the auction shall be for the building and trailer units themselves, sold individually, 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 trailer unit(s) to the successful bidder by signing the terms and conditions sheet of the successful bidder or bidders; and

IT IS FURTHER RESOLVED that if at auction no buyer is found, such trailer unit(s) shall be demolished and removed from the 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.

Attest:

Jordan Hanson – Mayor

Michelle Bathke – Finance Officer

(seal)

NOTICE OF AUCTION

SALE AND REMOVAL OF TRAILERS IN THE 1100 AND 1200 BLOCK OF EAST 1ST AVENUE, AND THE BUILDING AT 1215 E 1ST AVENUE, MITCHELL, SOUTH DAKOTA

An Auction for three trailers and one building to be removed from the Parkview Homes complex located in the 1100 and 1200 Block of East 1st Avenue will be conducted at 10:00 AM on June 30, 2025 on the trailer and building site near 1215 E 1st Ave, 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 trailers and building in the 1100 and 1200 Block of East 1st Avenue is for the trailer units themselves, and the building itself, in as is condition and the removal thereof. Three trailers will be sold individually and are currently located on Lots 20, 25, and 39 of the Parkview Homes complex and the building is located at 1215 E 1st Ave. 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 awarded trailer unit(s) and/or the awarded building, outside or inside. The Awardee shall make payment in full for the trailer unit(s) and/or 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**

Published twice on: _____

City of Mitchell Terms and Conditions Sheet
Sale and Removal of Trailers in the 1100 and 1200 Block of East 1st Avenue
And the Building at 1215 E 1st Ave

THE FOLLOWING TERMS AND CONDITIONS apply to the auction of three trailers and one building at the Parkview Homes complex located in the 1100 and 1200 Block of East 1st Ave pursuant to Resolution R2025-55. 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 three trailers and one building in the 1100 and 1200 Block of East 1st Ave is for the trailer units and building themselves in as is condition and the removal thereof. The building and three trailer units will be sold individually and are currently located respectively at 1215 E 1st Ave and on Lots 20, 25, and 39 of the Parkview Homes complex. 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 awarded building and/or trailer unit(s) as herein provided.
2. The Awardee shall make payment in full for the awarded building and/or trailer unit(s) at the time of the auction.
3. The Awardee shall remove the awarded building and/or trailer unit(s) no later than October 1, 2025. If Awardee fails to remove the awarded building and/or trailer unit(s) by October 1, 2025, then Awardee shall be responsible to pay City liquidated damages in the amount of \$200 per day for every day after October 1, 2025.
4. If Awardee fails to complete the removal of the awarded building and/or trailer unit(s) by November 1, 2025, then Awardee shall forfeit the awarded building and/or trailer unit(s) and shall not be entitled to a refund of any portion of their payment. In addition, the City will then demolish the trailer unit(s) upon a failure to remove the awarded building and/or trailer unit(s) by November 1, 2025. Should it be necessary for the City to proceed with demolition of the awarded building and/or trailer unit(s), the Awardee will be responsible for liquidated damages in the total amount of \$15,000.
5. Awardee shall have the right to take anything attached to the awarded building and/or trailer unit(s) outside or inside.
6. Awardee shall be solely responsible for providing the equipment and personnel necessary to complete the removal of the awarded building and/or trailer unit(s). 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, or awardee's moving contractor, 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

_____	Date: _____
Signature	
_____	Time: _____
Print Name	

UPON COMPLETION OF THE AUCTION, THE MAYOR AND FINANCE OFFICER ARE AUTHORIZED TO AWARD THE BUILDING AND/OR TRAILER UNIT(S) TO THE SUCCESSFUL BIDDER BY SIGNING THE TERMS AND CONDITIONS SHEET OF THE SUCCESSFUL BIDDER. THIS AWARD IS EFFECTIVE AS TO:

UNIT _____	IN THE AMOUNT OF _____
UNIT _____	IN THE AMOUNT OF _____
UNIT _____	IN THE AMOUNT OF _____
UNIT _____	IN THE AMOUNT OF _____

CITY OF MITCHELL

_____	Date: _____
Jordan Hanson, Mayor	

Attest:

Michelle Bathke, Finance Officer

(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:	July 7, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Temporary Easement with the South Dakota Department of Transportation for New Bike Path		
Explanation/Background of Agenda Item Requested:	Action to Approve Temporary Easement with the South Dakota Department of Transportation for New Bike Path The South Dakota Department of Transportation (SD DOT) is installing new sidewalk and ADA improvements east and west of Ohlman Street from Norway to Havens Avenues. There is also new sidewalk being installed on the east side of the bypass from 8th Avenue to Minnesota Street. The portion of sidewalk from 8th Avenue to Minnesota Street requires temporary easements on City owned property. The state compensates landowners for temporary easements. However, it is typical for Cities to wave the fee. The Contractor hired for the project will be required to restore any disturbed ground. Staff recommends council approval of the temporary easement agreement, waive the associated payment and to grant authorization for the Mayor to sign. 		

DOTRW-69 (03/2016)

TEMPORARY EASEMENT AGREEMENT

Project No. NH 0037(166)73 PCN No. 06WT Parcel No. A4, A5, A6
County Davison

This Agreement for temporary easement rights is entered into by the undersigned, referred to in this Agreement as the GRANTOR, and the STATE OF SOUTH DAKOTA, acting by and through its Department of Transportation, referred to in this Agreement as the STATE.

BACKGROUND:

1. The STATE contemplates the construction, operation, and maintenance of highway facilities on the above described project as provided for by law; and,
2. A portion of the temporary easement necessary for the proper completion of these highway facilities, as designated by plans on file with the STATE, is located over and across the real property owned by the GRANTOR, and described as follows:

The SW1/4 of Section 16, Township 103 North, Range 60 West of the 5th P.M. Lying South of Shevlin's First Addition and West of Iowa Street and East of Lot H1, Davison County, South Dakota.

The Shevlin's First Addition in the W1/2 of Section 16, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota.

Block 1 of Cadwell Park First Addition and Iowa Street in the NW1/4 of Section 16, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota.

THE STATE AND THE GRANTOR AGREE AS FOLLOWS:

1. The GRANTOR grants to the STATE and the STATE'S agents and assigns a temporary easement to enter upon and to use the designated area for construction activities related to the project including but not limited to detour, cutslope, fillslope, temporary utility facilities, and drainage channel purposes, upon approval of this Agreement, with the understanding this permission for entry will terminate one (1) year after the construction of the project has been completed. The temporary easement area is estimated to be:

A4 - 5,640 acres/sq. ft. at \$ 0.30 per acre/sq. ft.

A5 - 7,418 acres/sq. ft. at \$ 0.30 per acre/sq. ft.

A6 - 15,975 acres/sq. ft. at \$ 0.30 per acre/sq. ft.

2. The GRANTOR understands and agrees the STATE may use any additional easement area necessary for the proper completion of the project and will compensate the GRANTOR at the rate stated in paragraph 1 above. The STATE will measure the additional easement area and will pay for the additional easement area separately. The STATE will slope and grade the easement area used as smooth as practicable and will leave the easement area in a neat and workmanlike manner.
3. The easement area does ☐ does not ☒ contain existing fence. If the easement area does contain existing fence, the following conditions apply:
 - A. The GRANTOR may clear existing fence before it is cleared by the STATE. Any fence existing within the temporary easement area will become the property of and will be disposed of by the STATE or the STATE'S agents or assigns if not salvaged by the GRANTOR prior to being cleared by the STATE. The STATE will not be responsible for retention of livestock if the GRANTOR salvages the fence. The STATE'S contractor will provide a temporary fence, where necessary, to retain livestock if the STATE clears the existing fence. Such temporary fence remains the property of and may be removed by the STATE'S contractor.
 - B. The STATE will ☐ will not ☒ replace existing fence removed by the STATE. Any replacement fence will consist of the following type of fence that conforms as nearly as possible to the existing fence:
 - ☐ Permanent type ___ fence upon completion of construction;
 - ☐ Temporary type ___ fence during construction;
 - ☐ Other permanent specialty fencing to be installed by GRANTOR consisting of: _____. The STATE will pay the GRANTOR a lump sum of _____ representing full compensation for the GRANTOR'S cost of acquiring and installing the fence.
 - C. Permanent fence, except permanent fence constructed within interstate highway right of way, will become the property of and will be maintained by the GRANTOR. Permanent fence constructed within interstate highway right of way will remain the property of and must be maintained by the STATE.
4. The easement area does ☐ does not ☒ require Type 1A Temporary fence for environmental purposes. The GRANTOR will maintain the Type 1A temporary fence in place for at least three (3) years after completion of project construction and will be responsible for any subsequent removal or replacement of the fence.

5. The easement area does ☐ does not ☒ contain existing crop at the date of execution of this Agreement. If the easement area does contain crop at the date of execution of this Agreement, the following conditions apply:

- A. The STATE will pay for crop damage caused by the STATE within the temporary easement area only when such crop has been planted prior to the date the GRANTOR signs this Agreement.
- B. The STATE will not pay for damage to perennial grass being used for pasture.
- C. The amount of crop damage to be paid by the STATE will be based on the area damaged, percent of damage, average yield on adjoining fields, and market price at the time of harvest less a predetermined harvesting cost. Type and location of crops planted prior to the signing date of this Agreement are:

6. The easement area does ☐ does not ☒ contain buildings or improvements which are considered to be a part of the real property, such as fixtures, removable building equipment, and trade fixtures. If the easement area does contain such items, the following conditions apply:

- A. The GRANTOR is allowed to retain, for their salvage value, the buildings or improvements listed in 6.B. below. The GRANTOR must remove these items from the above described real property by _____, 20____, unless the STATE grants, in writing, a removal date extension.
- B. The GRANTOR agrees items being retained and the salvage value of these items are:

- C. The STATE will withhold \$ _____ from any payments due under this Agreement until the GRANTOR has removed the salvaged items.

7. The Agreement does ☒ does not ☐ contain mutually agreed upon special conditions. If the Agreement contains special conditions, the special conditions are as follows:

The GRANTOR has been advised of the right to an appraisal of GRANTOR'S property and hereby waives any right to such appraisal. The parties agree the total payment for all property interests acquired by the STATE, including land conveyed, temporary easements, damages, improvements, and interest, is

_____ dollars (\$ _____).

8. Neither the GRANTOR nor any of the GRANTOR'S successors in interest will interfere with or disturb any temporary facility constructed within the temporary easement area prior to project completion without the STATE'S written approval.
9. All foregoing conditions are binding upon the STATE only upon approval of this Agreement by the STATE'S authorized representative. If approval is not obtained, this Agreement is null and void and of no force or effect.
10. The STATE will pay the GRANTOR total consideration in the amount of \$ See #7 as full and final compensation for the temporary easement area, improvements, damages, costs, interest, fees, and any other claims or causes of action resulting from the acquisition and use of the temporary easement area. The STATE will make this payment upon receipt of all properly executed documents and releases and completion of State of South Dakota voucher clearance requirements,
11. Each party represents that it has voluntarily signed this Agreement as its own free act and is not acting under any coercion or duress.
12. Each party represents that no representations, promises, agreements, stipulations, or statements have been made by any representatives of the other party to induce a settlement beyond those contained in this Agreement.
13. The STATE may unilaterally terminate this Agreement upon fulfillment of the STATE'S obligations.
14. This Agreement is entered into on this _____ day of _____, 20_____.

The GRANTOR acknowledges the receipt of an identical copy of this Agreement.

GRANTOR(S):

CITY OF MITCHELL

ATTESTED TO:

BY: _____

BY: _____

PRINT: _____

PRINT: _____

IT'S: Mayor

IT'S: Finacial Officer

ACKNOWLEDGMENT FOLLOWS



ACKNOWLEDGMENT

State of _____)
County of _____):SS

On this the _____ day of _____, 20____, before me, _____,
a Notary Public within and for said County and State, has personally appeared _____

known to me or satisfactorily proven to be the person(s) described in and who executed the within
instrument and acknowledged to me that he/she/they executed the same for the purpose and the capacity
therein contained.

In witness whereof I hereunto set my hand and official seal.

(NOTARY SEAL)

NOTARY PUBLIC

My Commission Expires: _____

The above and foregoing Easement is approved on _____, 20_____.

By: _____
Right of Way Authorized Representative

OFFER AND STATEMENT OF COMPENSATION

Name City of Mitchell Project No. NH 0037(166)73
Address 612 North Main Street PCN No. 06WT
Mitchell, SD 57301 Parcel No. A4, A5, A6
County Davison

The State of South Dakota, acting by and through its Department of Transportation, has determined it necessary to acquire the following described real property for highway purposes including any leasehold interests and improvements:

TEMPORARY EASEMENTS IN:

The SW1/4 of Section 16, Township 103 North, Range 60 West of the 5th P.M. Lying South of Shevlin's First Addition and West of Iowa Street and East of Lot H1, Davison County, South Dakota.

The Shevlin's First Addition in the W1/2 of Section 16, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota.

Block 1 of Cadwell Park First Addition and Iowa Street in the NW1/4 of Section 16, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota

We are purchasing with ____ without X control of access and are hereby authorized to offer you the following:

DIVISION OF PAYMENTS

Amount for taking

_____ acres/sq. ft. at \$ _____ per acre/sq. ft. = \$ _____

Amount of temporary easement

A4 - 5,640 acres/sq. ft. at \$ 0.30 per acre/sq. ft. = \$ 1,692.00

A5 - 7,418 acres/sq. ft. at \$ 0.30 per acre/sq. ft. = \$ 2,225.40

A6 - 15,975 ~~acres~~/sq. ft. at \$ 0.60 per ~~aere~~/sq. ft. = \$ 9,585.00

Amount for improvements in the taking _____

_____ = \$ _____

_____ = \$_____

Amount for damages _____

_____ = \$ _____

_____ = \$

TOTAL = \$ 13,502.40

Rounded = \$ 13,600.00

If you wish to retain, for their salvage value, any of your buildings or improvements which are considered to be a part of the real property, including fixtures, removable building equipment and any trade fixtures, you may do so provided any such retained buildings and/or improvements are removed from the above described real property and related temporary easement areas by the _____ day of _____, 20____ unless a removal date extension is granted in writing by an authorized representative of the South Dakota Department of Transportation.

(a) Items which are considered property of the owner that may be retained, and their salvage value are:

(b) Items which are considered property of the tenant or lessee that may be retained, and their salvage value are:

The following are separately held interests of the owner or tenant/lessee, which are within the limits of the above described real property and related temporary easement, that are not being acquired:

Information in regard to how your property was appraised, how it is to be acquired, your various rights in case you feel you are unable to accept the State's offer, and any incidental payments you may be entitled to are contained in the "Better Roads Brochure" which the Agent will deliver to you with this offer. The Agent will also explain the procedures used and answer any questions you may have in connection with the acquisition of your property for highway purposes.

THIS IS A WRITTEN OFFER AND STATEMENT OF JUST COMPENSATION. SIGNATURE BY THE OWNER DOES NOT BIND NOR REQUIRE HIM/HER TO ACCEPT THE COMPENSATION SHOWN IF (S)HE DOES NOT CHOOSE TO. IT ONLY INDICATES THAT (S)HE RECEIVED THE INFORMATION CONTAINED HEREIN.

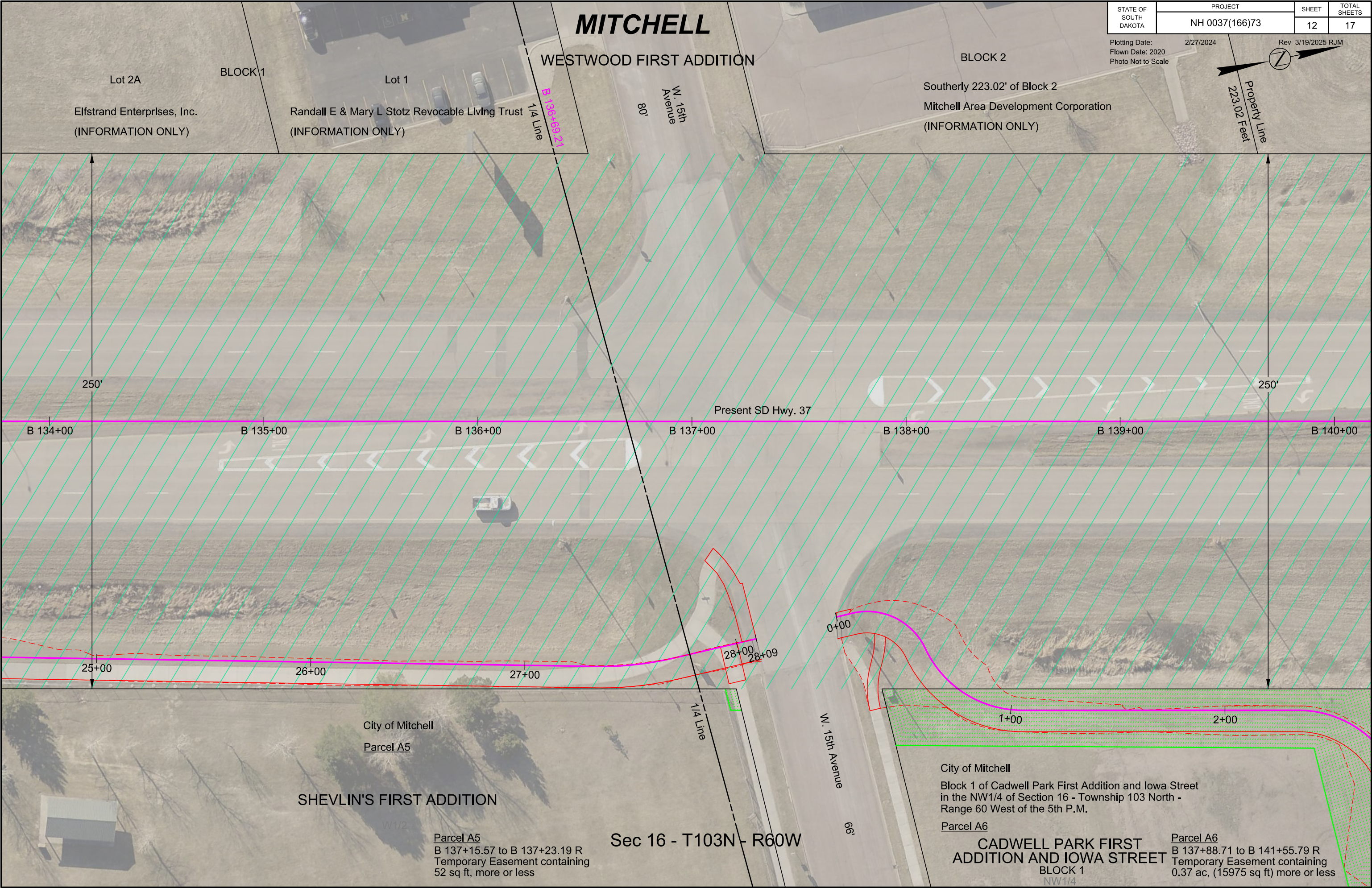
I CERTIFY THAT, on this _____ day of _____, 20____, a copy of this Document and a copy of the "Better Roads Brochure" was delivered to me by the undersigned Agent.

Signature of Owner

Signature of Agent

I CERTIFY THAT, on this _____ day of _____, 20____, a copy of this Document and a copy of the "Better Roads Brochure" was delivered by me to the above named landowner and that (s)he refused to sign this Document.

Signature of Agent



STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	NH 0037(166)73	12	17

Plotting Date: 2/27/2024
Flown Date: 2020
Photo Not to Scale

Rev 3/19/2025 RJM

MITCHELL

WESTWOOD FIRST ADDITION

BLOCK 2

Southerly 223.02' of Block 2
Mitchell Area Development Corporation
(INFORMATION ONLY)

Property Line
223.02 Feet

Lot 2A

BLOCK 1

Lot 1

Elfstrand Enterprises, Inc.
(INFORMATION ONLY)

Randall E & Mary L Stotz Revocable Living Trust
(INFORMATION ONLY)

W. 15th
Avenue
80'

B 136+89.21
1/4 Line

Present SD Hwy. 37

B 134+00 B 135+00 B 136+00 B 137+00 B 138+00 B 139+00 B 140+00

250'

250'

25+00

26+00

27+00

28+00
28+09

1/4 Line

W. 15th Avenue
66'

City of Mitchell
Parcel A5

SHEVLIN'S FIRST ADDITION

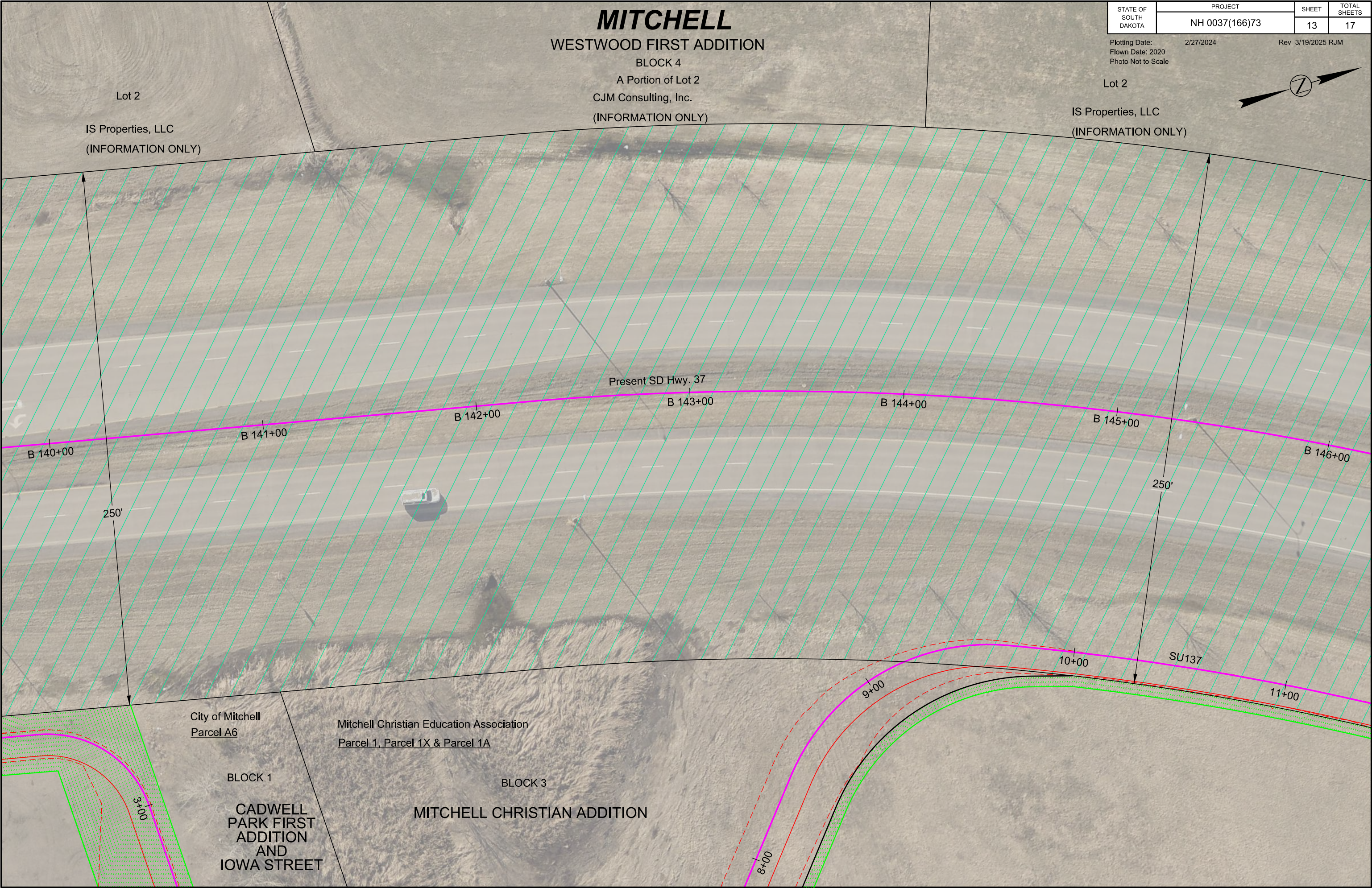
Parcel A5
B 137+15.57 to B 137+23.19 R
Temporary Easement containing
52 sq ft, more or less

Sec 16 - T103N - R60W

City of Mitchell
Block 1 of Cadwell Park First Addition and Iowa Street
in the NW1/4 of Section 16 - Township 103 North -
Range 60 West of the 5th P.M.

Parcel A6
**CADWELL PARK FIRST
ADDITION AND IOWA STREET**
BLOCK 1
NW1/4

Parcel A6
B 137+88.71 to B 141+55.79 R
Temporary Easement containing
0.37 ac, (15975 sq ft) more or less

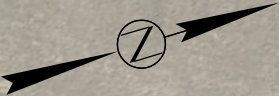


MITCHELL
WESTWOOD FIRST ADDITION
BLOCK 4
A Portion of Lot 2
CJM Consulting, Inc.
(INFORMATION ONLY)

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	NH 0037(166)73	13	17

Plotting Date: 2/27/2024
Flown Date: 2020
Photo Not to Scale

Rev 3/19/2025 RJM



Lot 2
IS Properties, LLC
(INFORMATION ONLY)

Lot 2
IS Properties, LLC
(INFORMATION ONLY)

City of Mitchell
Parcel A6

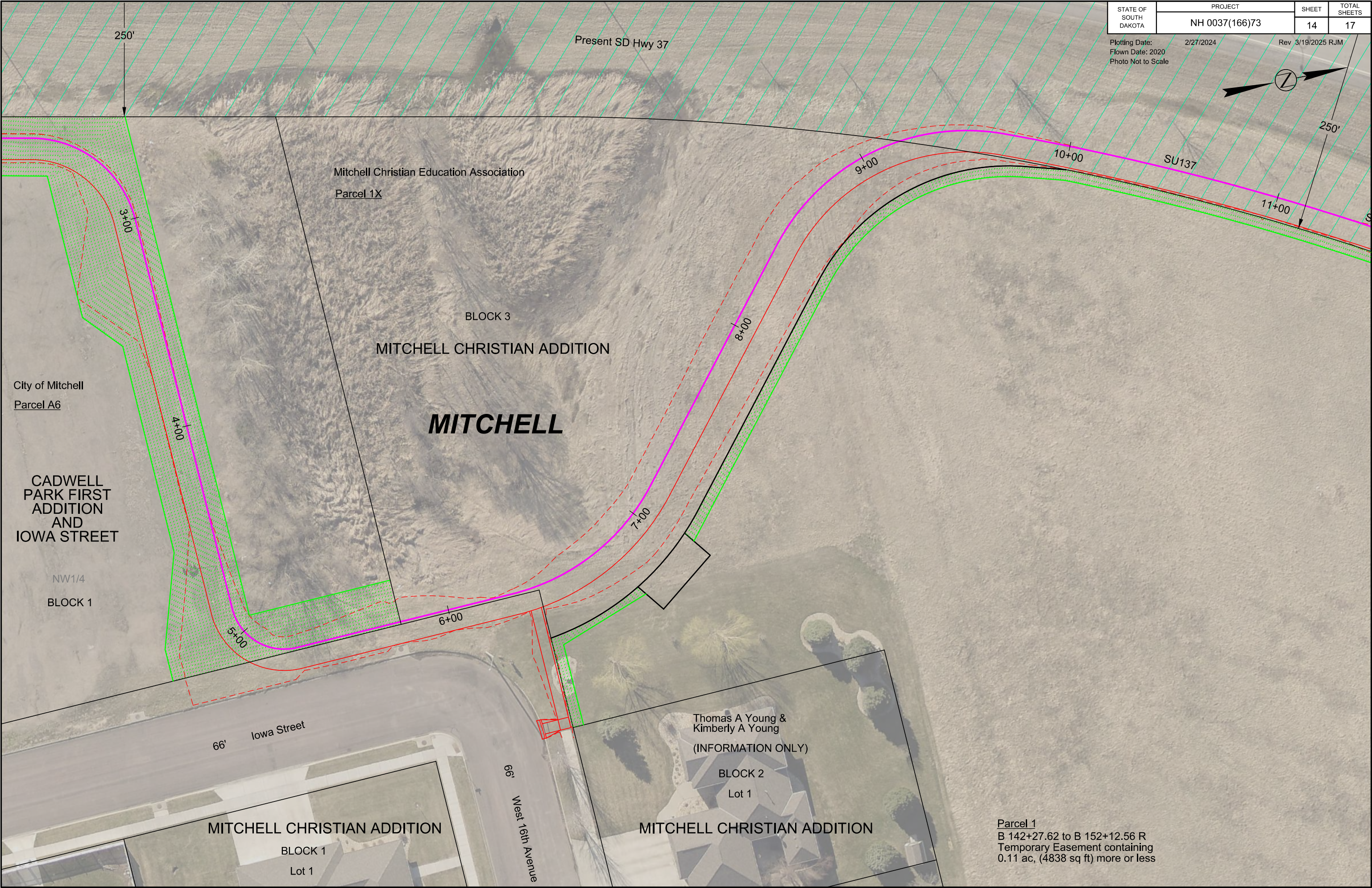
Mitchell Christian Education Association
Parcel 1, Parcel 1X & Parcel 1A

BLOCK 1

CADWELL
PARK FIRST
ADDITION
AND
IOWA STREET

BLOCK 3

MITCHELL CHRISTIAN ADDITION



STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	NH 0037(166)73	14	17

Plotting Date: 2/27/2024
Flown Date: 2020
Photo Not to Scale

Rev 3/19/2025 RJM

WESTWOOD FIRST ADDITION
BLOCK 4
Lot 2
IS Properties, LLC
(INFORMATION ONLY)

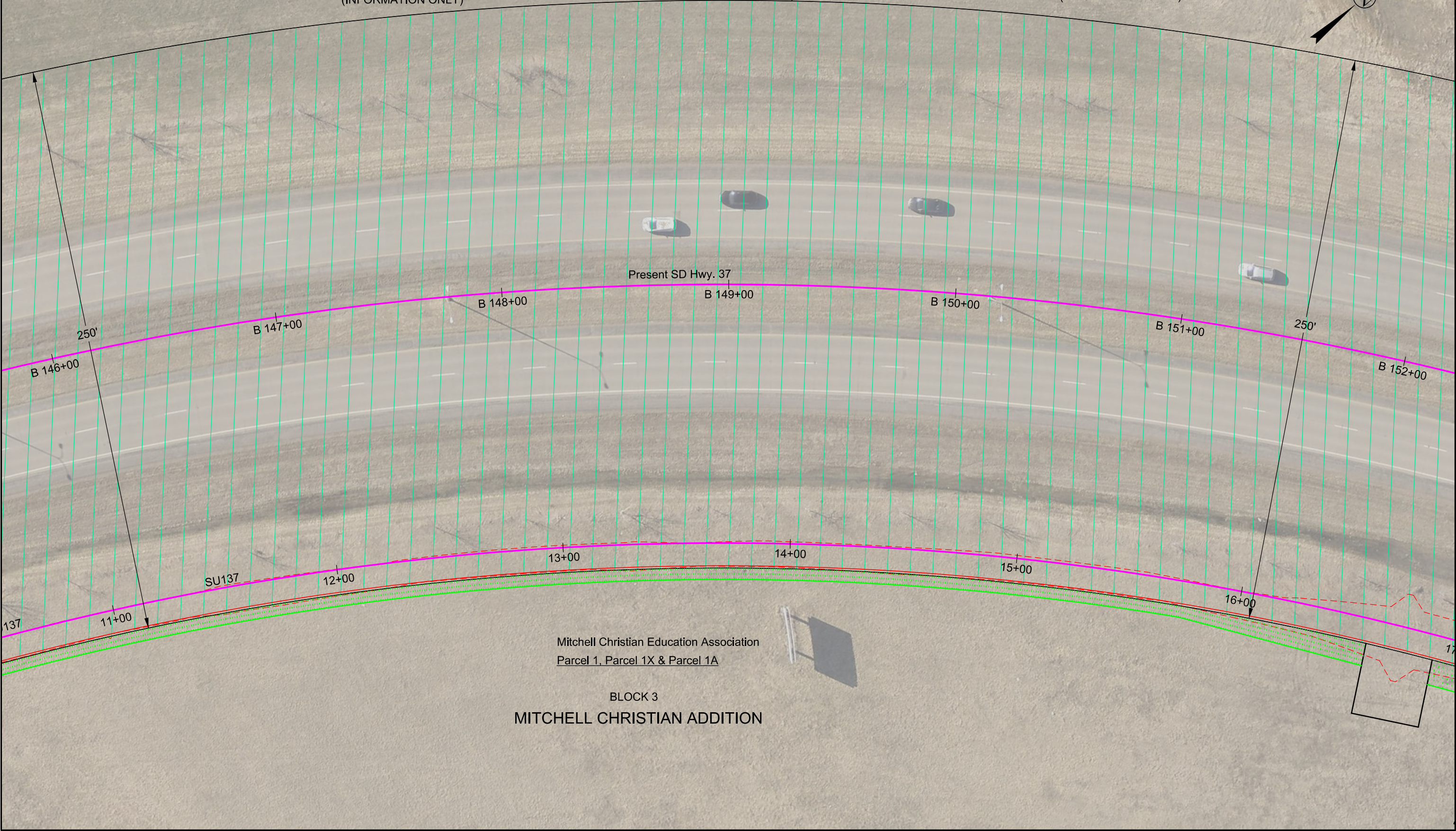
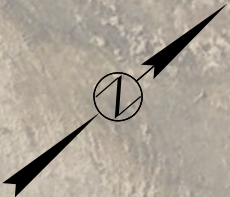
MITCHELL

E 516.54' of NW1/4
Section 16 Lying North
of SD Highway 37

IS Properties, LLC
(INFORMATION ONLY)

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	NH 0037(166)73	15	17

Plotting Date: 2/27/2024
Flown Date: 2020
Photo Not to Scale



Mitchell Christian Education Association
Parcel 1, Parcel 1X & Parcel 1A
BLOCK 3
MITCHELL CHRISTIAN ADDITION

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	NH 0037(166)73	16	17

Plotting Date: 2/27/2024
Flown Date: 2020
Photo Not to Scale



NW1/4
IS Properties, LLC
(INFORMATION ONLY)

NE1/4
IS Properties, LLC
(INFORMATION ONLY)

MITCHELL

MITCHELL CHRISTIAN ADDITION

Present SD Hwy. 37

SU137

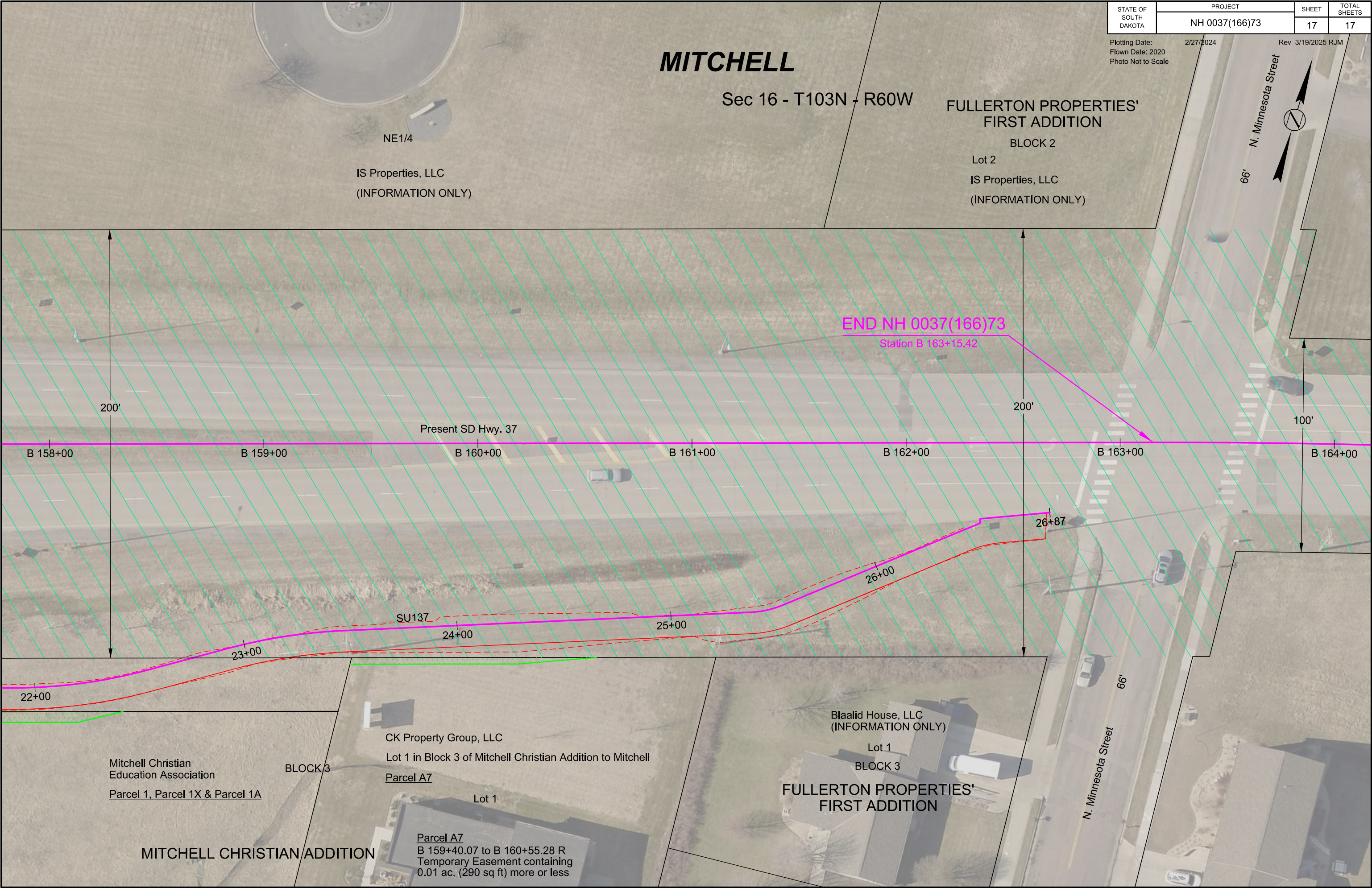
Mitchell Christian Education Association
Block 3 of Mitchell Christian Addition to Mitchell,
except Lots 1 and 2 in Block 3 of Mitchell Christian Addition to Mitchell

Parcel 1
0.30 ac, R.O.W.
(13014 sq ft) more or less

Parcel 1X
1.09 ac, a parcel of land
(47582 sq ft) more or less

Parcel 1A
0.03 ac, Permanent Easement
(1428 sq ft) more or less

Parcel 1
B 152+45.33 to B 158+34.13 R
Temporary Easement containing
0.06 ac, (2428 sq ft) more or less



STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	NH 0037(166)73	17	17

Plotting Date: 2/27/2024
Flown Date: 2020
Photo Not to Scale
Rev 3/19/2025 RJM

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:	July 7, 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:	Request to Participate in North American Wetland Conservation Administration Grant (NAWCA) by FarWide Conservation Trust		
Explanation/Background of Agenda Item Requested:	Request to Participate in North American Wetland Conservation Administration Grant (NAWCA) by FarWide Conservation Trust Steve Donovan with FarWide Conservation Trust is requesting the City of Mitchell to participate in a North American Wetland Conservation Act Grant (NAWCA). The proposal will be requesting \$3 million to complete 26 different projects throughout the proposal area which includes the entire state of South Dakota. FarWide Conservation Trust is requesting that the City of Mitchell allow them to utilize expenditures incurred by the City as match for the grant. Those expenses include \$570,000 spent towards the Ducks Unlimited Wetland Project west of Lake Mitchell which created 37 acres of wetlands and \$200,000 for the purchase of the Kiner property. The grant proposes to create 10 new wetlands encompassing approximately 63 acres within the Firesteel watershed. The application also proposes the acquisition of 80 acres for conservation purposes within 50 miles of Mitchell, approximately 2,000 acres to be protected with conservation easements within the entire State of South Dakota, potentially in the Firesteel watershed, seeding approximately 9,000 acres to permanent cover within 70 miles of Mitchell. FarWide is requesting that council authorize the use of the described match and to authorize the Mayor to sign the attached Partner Contribution Statement. If the grant is approved, the City would be required to place a deed restriction on the Kiner Property which would obligate the City to ensure the long-term conservation of the property and to obtain consent from the US Fish and Wildlife Service prior to the sale, conveyance or encumbrance of the property		

**NORTH AMERICAN WETLANDS CONSERVATION ACT PROPOSAL
PARTNER CONTRIBUTION STATEMENT**

What is the title of the proposal? South Dakota Wetlands, Phase I

What is the name of your organization (private landowners/individuals indicate “Private”)? City of Mitchell

When will you make the contribution? Our contribution was provided in 2023 and 2024.

What is the value of your contribution and how did you determine the value? Does the contribution have a non-Federal origin? If this is based on a fund-raising event or other future action, if that future action fails, will you still provide the contribution amount? The total value of our contribution is \$770,000. This includes \$570,000 that we spent developing wetlands on the Kelley property (acquired as part of a previous NAWCA grant project) and \$200,000 we spent acquiring the Kiner property. Funding came through appropriations from the City for the acquisition of the Kiner property and funds from our State Revolving Fund account, both are non-Federal sources of dollars.

What long-term migratory bird and wetlands conservation work will the contribution cover? The wetlands restored on the Kelley property and the wetlands acquired as part of the Kiner tract acquisition will provide important, long-term habitat to waterfowl, shorebirds, wading birds and other migratory bird species.

Does the proposal correctly describe your contribution, especially the amount? Yes

If applicable to the proposal, is your organization competent to hold title to, and manage, land acquired with grant funds and are you willing to apply a Notice of Grant Agreement or other recordable document to the property? Yes

Please confirm that your contribution has not been used to meet any other federal programs match or cost share requirements. Our contribution has not been used to meet any other Federal program’s match or cost share requirement.

Will the project benefit tribal hunting and fishing treaty rights and if so, how? Not applicable.

Do you have any additional comments? We are happy to be a partner in another NAWCA grant proposal.

Signature:

Name (printed), Title, and Affiliation:

Date Signed:

FarWide Conservation Trust is preparing a North American Wetlands Conservation Act grant proposal to be submitted on July 10, 2025 to the U.S. Fish and Wildlife Service. The proposal will be requesting \$3 million to complete approximately 26 different projects throughout the proposal area, which is the entire state of South Dakota. In total, the project will help conserve an estimated 7,000 acres of habitat.

FarWide is proposing to utilize expenditures incurred by the City of Mitchell as part of the required non-Federal match that is necessary to request grant funds. Those expenses include:

\$570,000 spent by the City creating wetlands on the Kelley property.

\$200,000 spent by the city acquiring the Kiner property

Total “match” proposed to be offered by the City of Mitchell: \$770,000

Much of the grant will be spent in the vicinity of Mitchell, including several projects that are within the Lake Mitchell watershed.

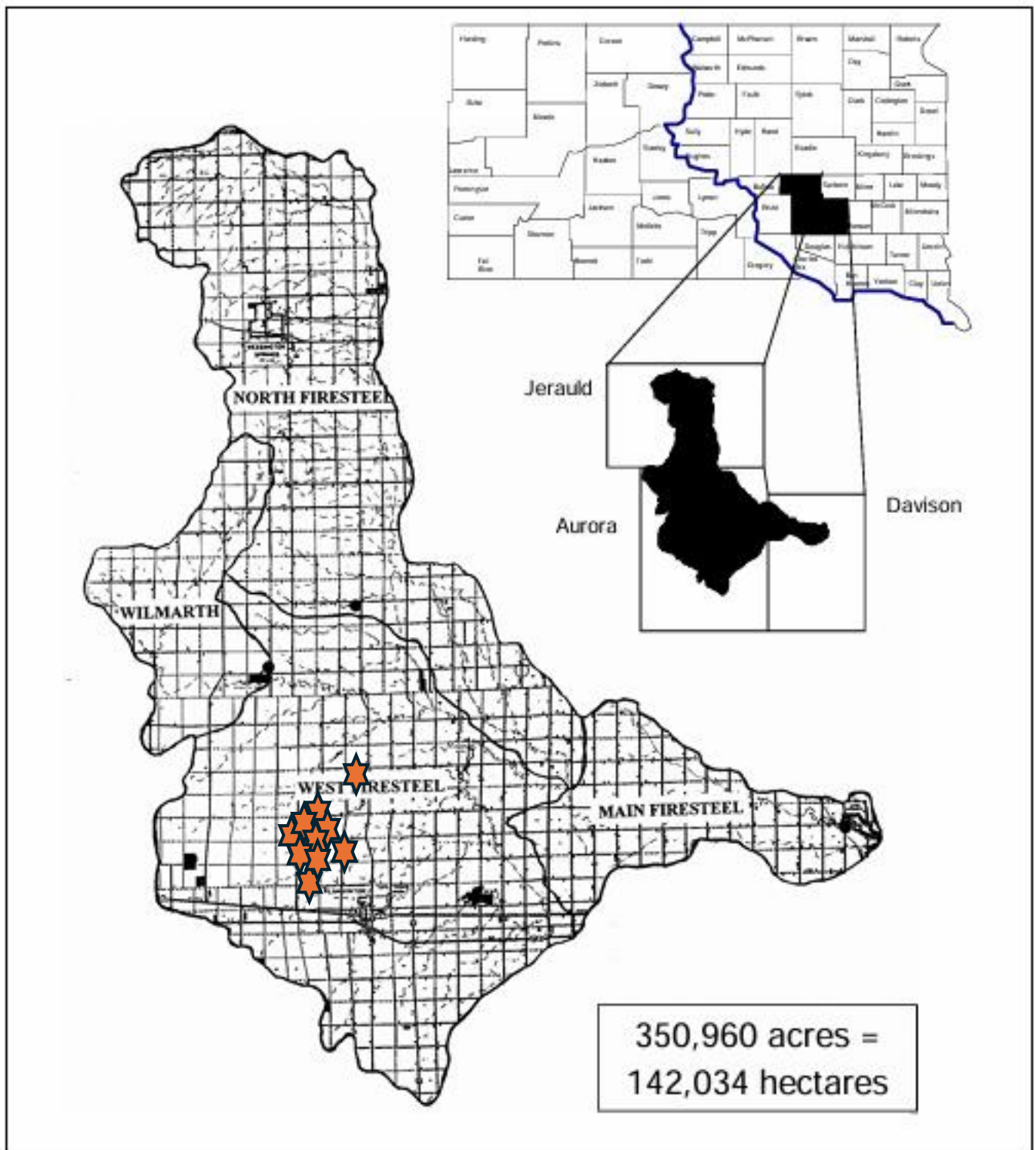


Figure 1: Firesteel Creek Watershed.



Proposed wetlands to be developed as part of grant proposal – 10 wetlands, total 62.6 acres

South Dakota Wetlands, Phase I

Tract 1 - Bruns Ranch, Section 33



Wetlands to be developed/restored:
Spillway



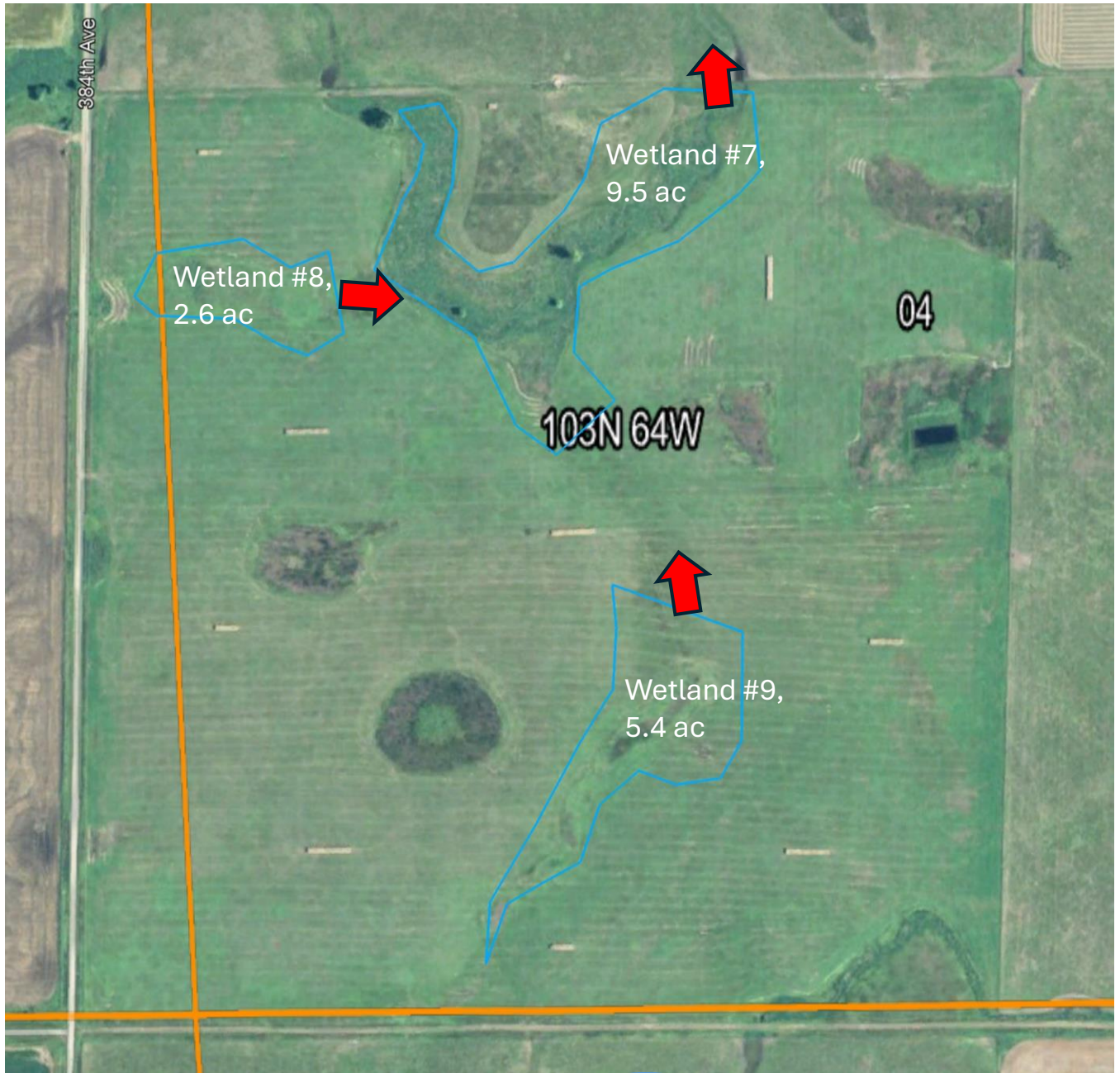
1/2 mile

N



South Dakota Wetlands, Phase I

Tract 1 - Bruns Ranch, Section 4



Wetlands to be developed/restored:
spillway



½ mile

N



South Dakota Wetlands, Phase 1

Tract 5 - Rootieville



Restored wetland area (10 acres, average depth 1.5')

Repaired dam spillway



one half mile

N



Additional Projects:

1. Acquisition of 80 acres for conservation purposes somewhere within approximately 50 miles of Mitchell, tract undetermined.
2. Conservation Easements: Approximately 2,000 acres to be protected with conservation easements within the entire project area (all of South Dakota), some of which could be in the Lake Mitchell watershed.
3. Seeding of over 900 acres to permanent cover within 50-70 miles of Mitchell, many of which were in the Lake Mitchell watershed.
4. Several other projects are within 50 miles of Mitchell, but outside the Lake Mitchell watershed.

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:

ORDINANCE NO. 02025-09

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF 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., City of Mitchell, Davison County, South Dakota; Lot 1 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; Singapore Slab Tract 1, Except 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; be changed from UD Urban Development District to Lakeshore Planned Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

ARTICLE J. LAKESHORE PLANNED DEVELOPMENT DISTRICT

10-9J-1: Legal Description

10-9J-2: Purpose

10-9J-3: Permitted Uses

10-9J-4 Conditional Uses

10-9J-5 Accessory Uses

10-9J-6 Parking Requirements

10-9J-7 Sign Regulations

10-9J-8 Density, Area, and Height Regulations

10-9J-1: LEGAL DESCRIPTION

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., City of Mitchell, Davison County, South Dakota;

Lot 1 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;

Singapore Slab Tract 1, Except 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.

10-9J-2: PURPOSE

This area is intended to provide residential and commercial opportunities and provide for densities, which reflect both the cost and best utilization of the real property.

10-9J-3: PERMITTED USES

Alcohol sales (off-sale).

Alcohol sales (on-sale).

Assembly hall (auditorium).

Assisted living facility.
Bed & breakfast.
Car wash (self service).
Coffee house.
Community garden.
Congregate care housing.
Convenience store.
Dwelling, multi-family.
Dwelling, single-family.
Electric vehicle charging station restricted.
Electric vehicle charging station rapid charging.
Fuel dispensing station.
Fuel service station.
Hospice residential care facility.
Nursing home.
Office, professional.
Open Space.
Parks (playground).
Personal health services.
Religious institution.
Supportive living home.
Transient commercial use of property.

10-9J-4 CONDITIONAL USES

Childcare center, preschool and nursery.
Childcare family residential.
Home occupations.
Recreation indoor facility.
Recreation outdoor facility.
Retail services and trade.
Shopping center.

Student housing (off-campus).

10-9J-5 ACCESSORY USES

Accessory building and uses for permitted and approved conditional uses.

Residential accessory buildings/use.

An accessory building shall not be permitted in any required front yard and no separate accessory building shall be erected within three feet (3') of any principal building's line.

Accessory buildings shall be at least three feet (3') from zoning lot lines of adjoining lots, footage to be measured from the overhang building line.

No dwelling unit detached accessory building shall exceed twenty-two feet (22') in height.

Dwelling units attached and detached accessory buildings shall not exceed two thousand (2,000) square feet each per dwelling unit and the principal and accessory buildings shall not exceed the maximum zoning lot coverage.

10-9J-6 PARKING REQUIREMENTS

Parking requirements shall be regulated in conformance with title 10, chapter 11 of this code.

10-9J-7 SIGN REGULATIONS

Signs shall be regulated in conformance with title 9, chapter 4 of this code.

10-9J-8 DENSITY, AREA, AND HEIGHT REGULATIONS

	<u>Minimum Lot Area¹</u>	<u>Minimum Lot Width</u>	<u>Minimum Front Yard</u>	<u>Minimum Rear Yard</u>	<u>Minimum Side Yard³</u>	<u>Minimum Side Yard Corner Lot</u>	<u>Maximum Zoning Lot Coverage</u>	<u>Maximum Height²</u>
1 dwelling unit	6,000 sq. ft.	60'	25'	20'	3'	15'	60%	35'
2 dwelling units	8,000 sq. ft.	75'	25'	20'	3'	15'	60%	35'
3 dwelling units	9,000 sq. ft.	75'	25'	25'	5'	15'	75%	65'
4 dwelling units	14,000 sq. ft.	100'	25'	25'	5'	15'	75%	65'
Other Buildings	10,000 sq. ft.	100'	30'	0'	0'	0'	100%	65'

Notes:

1. For each additional dwelling unit over four (4) dwelling units, add at least one thousand (1,000) square feet to minimum lot area.
2. No building shall exceed six (6) stories in building height, except, that one foot (1') of height may be added to the building for each foot that the building is set back from the required front yard.

3. Zero lot line in the event a townhome/duplex is subdivided and sold individually.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2025.

Jordan Hanson-Mayor

ATTEST:

Michelle Bathke- City Finance Officer

{SEAL}

FIRST READING: June 16, 2025
SECOND READING: July 7, 2025
ADOPTION: July 7, 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 **UD District** to **Lakeshore PUD 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: 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., City of Mitchell, Davison County, South Dakota; Lot 1 of Singapore Slab Tract 1, a Subdivision of the East 1/2 of the Southeast 1/4 of Section 32, Township 104 North, Range 60 West of the 5th P.M., Davison County, South Dakota; Singapore Slab Tract 1, Except 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.

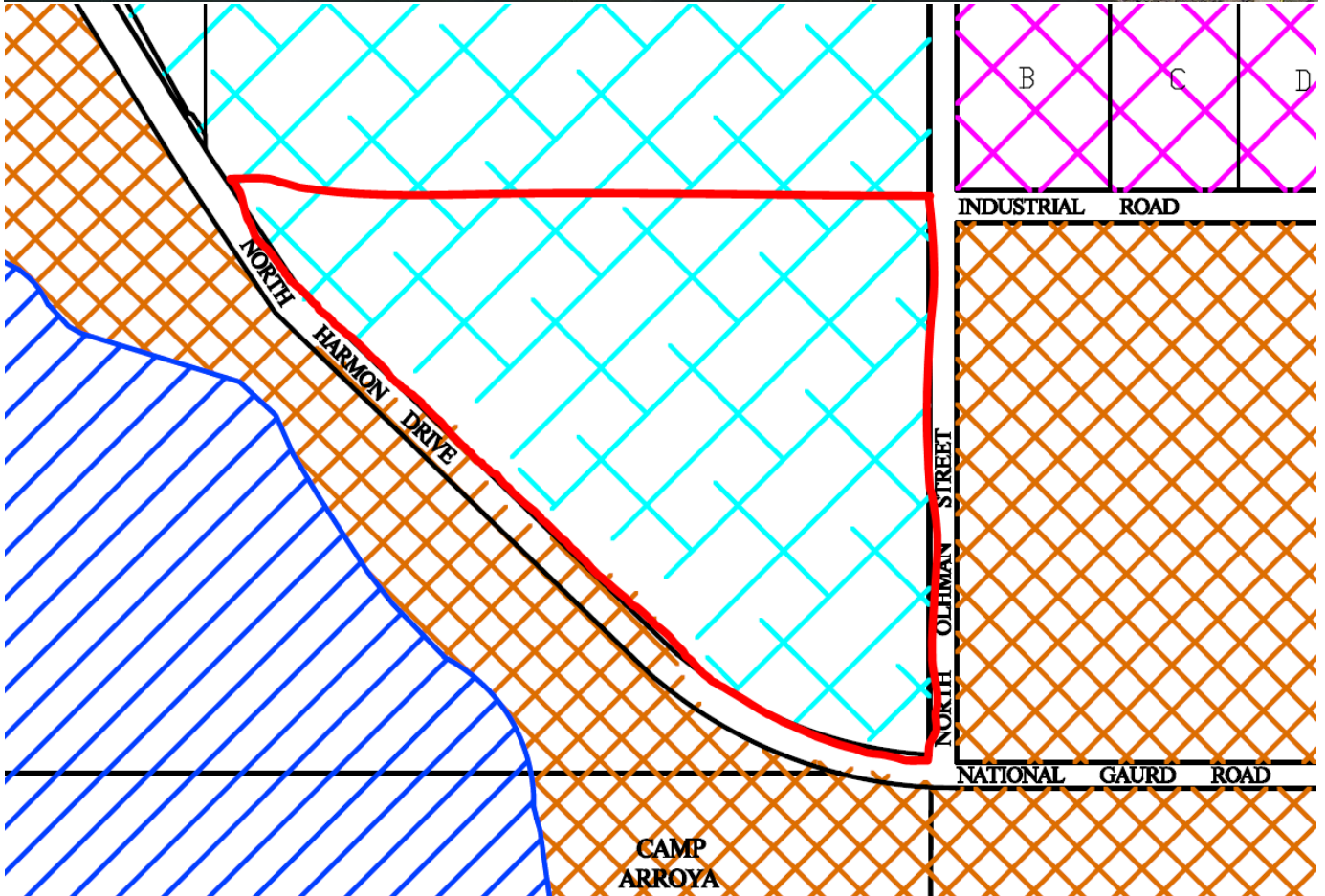
Property Address: **300 and 400 Block of N Harmon Drive**

Dated this 21st **of** May, 2025.

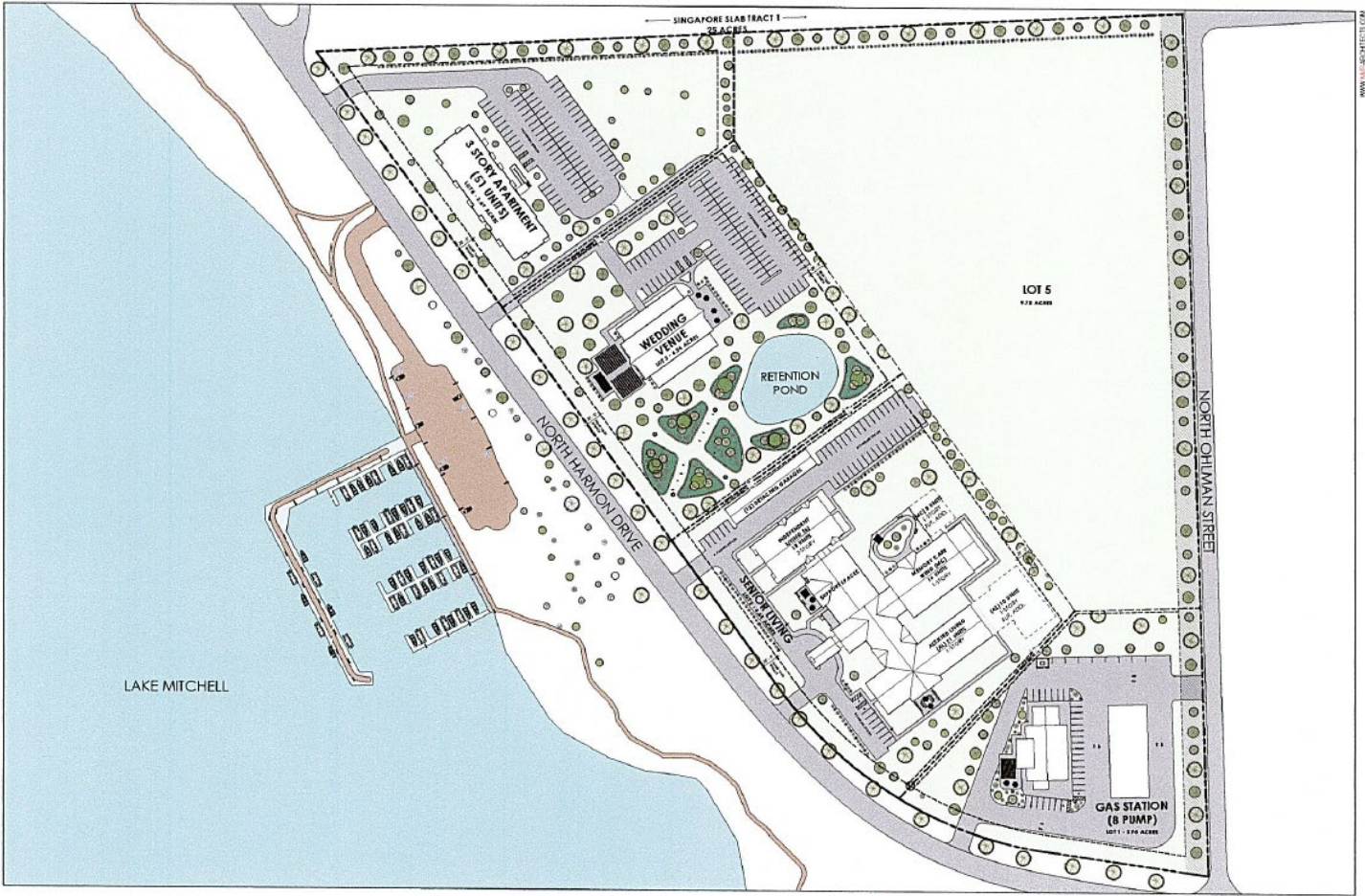
APPLICANT

JTZ Properties LLC
OWNER

A handwritten signature in black ink, appearing to read "JTZ", is written over a horizontal line.



PROPOSED LAKESHORE PUD LAYOUT



MVP
ARCHITECTS

HME COMPANIES
LAKESHORE DEVELOPMENT COMMUNITY
Project No. 20102
Date: 05/26/15

171 HARBOR DRIVE & OHLMAN STREET
MITCHELL, SD 57301



ENLARGED SITE PLAN
1" = 50'-0"
SD001

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; an ordinance of the City of Mitchell, that changes the zoning district classification of 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., City of Mitchell*, Davison County, South Dakota;

Lot 1 of Singapore Slab Tract 1, a Subdivision of the East 1/2 of the Southeast 1/4 of Section 32, Township 104 North, Range 60 West of the 5th P.M., Davison County, South Dakota;

Singapore Slab Tract 1, Except 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,

*This property is currently not in Mitchell city limits but will be annexed prior to the approval of this Planned Unit Development.

be changed from UD Urban Development District to Lakeshore Planned Unit Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME. The Planning Commission hearing will be Monday, June 9, 2025 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, June 16, 2025 at 6:00 p.m. and 2nd Reading and Adoption on Monday, July 7, 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.

Published three times: May 28, 2025 and June 4 and 25, 2025

Approximate Costs:

Mark,
Thank you very much for your prompt reply, and for the attachments.
I would like to meet at your office at 1PM on Monday the 16th.
For the record, P&B Casey Farms LLC opposes the development because we feel it will take away the rural environment that my brothers and I grew up in and jeopardizes the natural habitat that the wildlife enjoy. We feel the project is too wide in scope and too commercial for our area. It would be better suited closer to town.
Thanks again,
Brian Casey

Dear Mark,

I was notified by Brian and Vanessa Klock that there is a scheduled meeting on June 9th regarding the City of Mitchell potentially annexing Singapore Slab 1 for a commercial development.

I am currently out of the country and do not have access to what exactly is being proposed.

P&B Casey Farms LLC respectfully requests that the hearing be postponed until after I return to the U.S. on June 10th in order to review what the development entails.

On the surface, we oppose the annexation. When we sold the parcel to JTZ, Justin Thiesse told me specifically that he intended to build his family home there and wanted to preserve the natural habitat. Just a few months ago, Justin called me to say how much he enjoyed the acreage and rural setting and by the way, would we be interested in selling him more ground?

It's concerning to find out that was not accurate.

I will be at the farm on Monday June 16th, and would like an in person meeting with you on that day so I can fully understand the potential impact to our rural community.

Please let me know if you are available to meet with me on June 16th.

Thank you,

Brian Casey

Manager

P&B Casey Farms LLC

6201 N Ohlman St

Mitchell SD 57301

303-941-8621

ATTORNEYS

MICHAEL F. MARLOW
SHEILA S. WOODWARD*+
STEVEN K. HUFF*
PAUL T. VAN OLSON
NICHOLAS G. MOSER
JOSHUA M. ANDERSON
DYLAN M. MILLER

* ALSO ADMITTED IN IOWA

+ ALSO ADMITTED IN NEBRASKA



PRACTICE AREAS

- PERSONAL INJURY
- ESTATE PLANNING
- COMMERCIAL LAW
- CIVIL LITIGATION
- REAL ESTATE

Sender's Email: steve@mwhlawyers.com

Sender's Direct Line: 605-655-2198

June 6, 2025

Mark Jenniges
Public Works-City Planner
City of Mitchell | City Hall
612 North Main Street
Mitchell SD, 57301

RE: JTZ Properties – Proposed annexation and development

Dear Mark:

Please be advised I represent Brian and Vanessa Klock, Brian and his business are well known, decades-long champions of all things City of Mitchell. Please also be advised that I have also been contacted by other adversely impacted residents who may also become my clients.

Brian has served on the Mitchell Chamber Board for nine years and currently serves on the city's Mitchell Area Development Corporation. Vanessa serves on the Safe Place of Eastern South Dakota board and recently graduated from Dakota Wesleyan University with a business degree in accounting. They currently live at 177 S Harmon Dr (on lake) in Mitchell where Brian has resided since 1992.

The Klocks operate Klock Werks, a faith-based motorcycle company with a close-knit culture in Mitchell that employs over thirty (30) people and ships to the furthest reaches of the globe. Brian and Vanessa have a four-year-old son Kargo and a 16-year-old daughter Ashlyn.

The Klocks bought their property at 540 N. Harmon and invested over a million dollars into their property so they could have a family friendly space for the kids to grow into, with the kinds of things that they grew up with – particularly space to hunt, fish and room to roam and adventure. The property is set to share with family, friends, employees, and customers as a retreat and natural wildlife connection.

The first time the Klocks received notice from the City was on June 5 for a June 9 hearing. There is some question if notice was previously provided but the City's own Notice of Hearing shows first date of publication on May 28.

To be blunt, the lack of timely notice and transparency is troubling. Other residents are still finding out for the first time today.

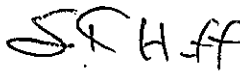
My clients are not interested, just saying no for any reason. But like any reasonable property owner, they are much more interested in timely notice and specifics. What is really being proposed for the property next door to theirs and others? Why isn't this already known and why is it happening at this particular and compressed point in time?

At this time, my clients oppose the annexation and rezoning requests for JTZ Properties. Without knowing more specifics and with this happening on such a short timeline, it seems this process should slow down. Reasonable restrictions should be at least vetted and considered.

It is our sincere hope that we and others will be listened to and not simply dismissed. If it appears that my clients will not receive ear or basic due process, they are well advised of their rights and will proceed accordingly. It is our sincere hope that there is a win-win for all concerned, but much more needs to be discussed and documented before you can count on their support rather than their opposition.

Respectfully,

Marlow, Woodward & Huff, Prof. LLC



Steven K. Huff
For the Firm

SKH/ss
cc: clients (by email)



May 29, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that JTZ Properties LLC is requesting the following 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., City of Mitchell*, Davison County, South Dakota;

Lot 1 of Singapore Slab Tract 1, a Subdivision of the East 1/2 of the Southeast 1/4 of Section 32, Township 104 North, Range 60 West of the 5th P.M., Davison County, South Dakota;

Singapore Slab Tract 1, Except 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;

*This property is currently not in Mitchell city limits but will be annexed prior to the approval of this Planned Unit Development;

be changed from UD Urban Development District to Lakeshore Planned Unit Development 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, June 9, 2025 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, June 16, 2025 at 6:00 p.m. and 2nd Reading and Adoption on Monday, July 7, 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.

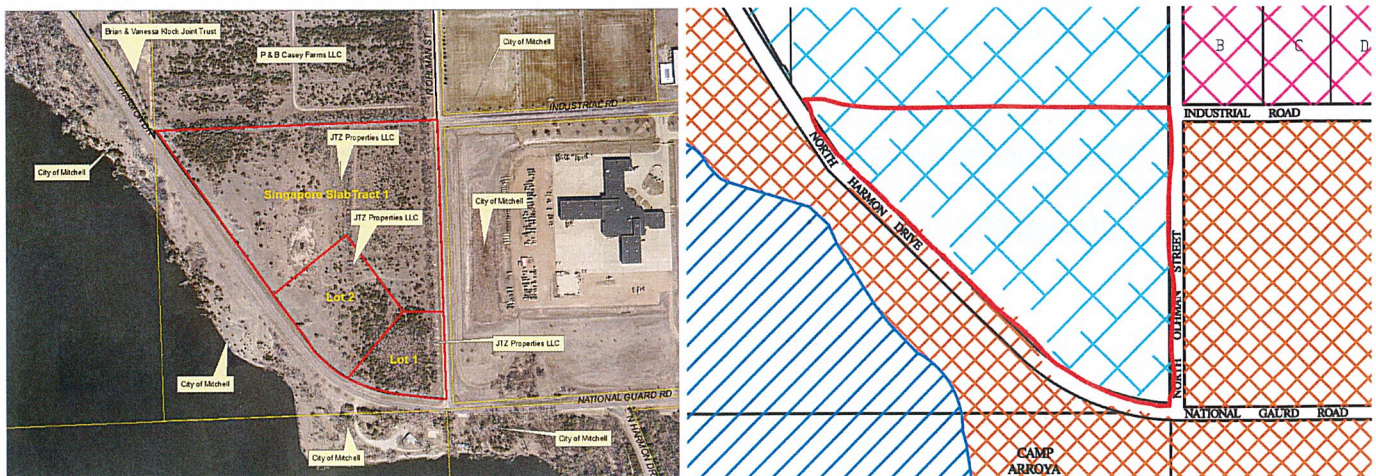
The complete application and all supporting documents can be found on the City of Mitchell's agenda center located @ <https://mitchellsd.portal.civicclerk.com/>. If you have any questions regarding this matter, you can reach Mark Jenniges at the above location and phone number or by email @ mark.jenniges@cityofmitchellsd.gov.

I/We Lonnie Fawcett
OWNER
710 W Harmon Dr Mitchell, SD 57301
ADDRESS

☐ APPROVE
☒ DISAPPROVE

COMMENTS:

I disapprove of the rezoning
and annexation on a short notice.
Want more info. Not in the favor of
commercialization.



Mark Jenniges

From: Steve Huff <steve@mwhlawyers.com>
Sent: Monday, June 16, 2025 11:44 AM
To: Mark Jenniges
Subject: Fw: Proposed Senior Living and more...
Attachments: 061625 agenda for meeting City of Mitchell.pdf

Good Monday morning Mark:

My clients asked me to forward the email below to you, in time for the City Council's meeting tonight at 6 (I believe in conjunction with item #17 attached). I did talk to Brian this morning. His thoughts are reflected quite accurately below.

Two other points merit attention. A senior living center can have a bar located inside such a facility with restrictions. For example, I am aware that Majestic Bluffs here in Yankton (an Avera facility) has that kind of set up but with certain restrictions. They even have arrangements for Yankton Transit to transport guests to and from the facility, a win-win for all. That kind of project would be acceptable, as opposed to other stand-alone bars and other businesses noted below with carte blanche, open-ended zoning.

Another point is conflicts of interest. The City prudently has disclosure of any conflicts of interest at the forefront of meetings. It is hoped that those include prospective as well as actual conflicts, given the investment group has been meeting and purportedly seeking TIF assistance.

Thank you for your assistance in these regards.

SKH

Marlow, Woodward & Huff, Prof. LLC

200 West Third Street
PO Box 667
Yankton, SD 57078
605-655-2198 direct
605-665-5009 main
605-665-4788 fax
steve@mwhlawyers.com

"What we need in the United States is not division; what we need in the United States is not hatred; what we need in the United States is not violence and lawlessness, but is love, and wisdom, and compassion toward one another, and a feeling of justice toward those who still suffer within our country, whether they be white or whether they be black. ... let us dedicate ourselves to what the Greeks wrote so many years ago: to tame the savageness of man and make gentle the life of this world. Let us dedicate ourselves to that, and say a prayer for our country and for our people." Robert F. Kennedy, 1968, following the assassination of Rev. Martin Luther King, Jr.

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From: Brian Klock <klock@getklocked.com>

Sent: Monday, June 16, 2025 7:56 AM

To: Vanessa Klock <vanessa@getklocked.com>; Steve Huff <steve@mwhlawyers.com>; bcasey80123@yahoo.com <bcasey80123@yahoo.com>

Subject: Proposed Senior Living and more...

To whom it may concern:

Vanessa and I own the property at 540 N Harmon to the west of JTZ and HME companies proposed Senior Living development.

We are for the senior living center, the jobs and most importantly the opportunities it provides for memory care, and assisted living in our community.

I feel like the 4.6 acres should have added the needed .5 acre and that portion of the project should be developed first and then the investment group or Thiesse's should come back with the next proposal. Simple and follow procedures as the city should be planned and run accordingly. We don't support the blanket PDU as proposed for the whole 25 acres seems a bit of a phone in procedurally. We have a beautiful city of 15,000 residents that has been well planned out as indicative of the schools, Main Street and recent additions that continue to make life fun for all.

We don't support a gas station or convenience store in this location. As the investors are quick to point out all the amenities are within minutes of the proposed location they want to build on. With the water table being so high at this location and traffic being quiet and serene a gas stop doesn't feel like it fits the community or the commercial needs of our city in this area.

We also don't love the the idea of multi Family three story apartments. The proposed duplex and more neighborhood feel of the other homes that were on the initial proposal would seem to be a better "feel" personally. I understand the need for it in the independent living area of the senior living first build out and look forward to seeing how that feels in this area first.

The issue we have is the proposed event center where we feel the liquor license should be a conditional use requirement limited to the current ownership and only for events as it stands. What might happen if for some reason it fails and the liquor license becomes the commodity and is transferred to a casino that wants to have 24/7 gambling and a sports bar complex. Not the residential quiet neighborhood I bought in to or what has traditionally been a 70/30 lake property.

So currently we don't support Multi Family housing (3 story apartment), Gas Station, Car Wash, or Shopping Center as allowed under the PUD blanket ruling. We look forward to the council reviewing the conditional side and continued leadership of our community.

Brian Klock

President & Visionary | Klock Werks | shop 605.996.3700 | cell 605.999.7419 | getklocked.com |

I am writing as a local business owner and resident living near the proposed JTZ Properties Lakeshore Development to express my strong support for this project. The proposed new developments will be a valuable addition to our community and will complement the city's significant investment in improving Lake Mitchell.

This development will help our local economy and make Mitchell a more attractive place to live and visit. It will help create jobs, address the growing need for more housing, help bring in new families to Mitchell and attract visitors who will need goods and services from local businesses.

Thank you for considering my support.

Sincerely,

Ben Anderson

Dear City Council Members of Mitchell,

I am writing to express my unwavering support for the exceptional opportunity presented by the Lakeshore Development in Mitchell. It is crucial that we address the significant demand for high-quality housing for our elderly community. We are fortunate to enjoy longer, fulfilling lives, and the addition of a new assisted living facility will undoubtedly be a valuable asset for families. This initiative has the potential to attract residents from across the state and beyond, encouraging individuals of all ages to choose Mitchell as their destination for retirement, family life, or providing a nurturing environment for their loved ones in their later years.

Since moving to Mitchell in May 2024, I have passionately embraced this community as a business owner of Creative Advantages and a resident of the Island. I am committed to being a proactive leader, exploring opportunities to retain and attract the younger generation to our beautiful town.

Mitchell boasts two outstanding colleges that offer healthcare studies and various trade degrees, creating a rich landscape of opportunities for students. The Lakeshore Development is not just an addition; it is a transformative step towards enhancing the overall well-being and vitality of Mitchell, SD.

I appreciate your consideration of my strong support for the approval of the Lakeshore Development, and I am excited about the positive impact it will have on our community.

Sincerely,

Abby Birkel



Creative Advantages | Business & Marketing Consultant
402-340-9661
www.creativeadvantages.org

Mark,
Thank you very much for your prompt reply, and for the attachments.
I would like to meet at your office at 1PM on Monday the 16th.
For the record, P&B Casey Farms LLC opposes the development because we feel it will take away the rural environment that my brothers and I grew up in and jeopardizes the natural habitat that the wildlife enjoy. We feel the project is too wide in scope and too commercial for our area. It would be better suited closer to town.
Thanks again,
Brian Casey

Dear Mark,

I was notified by Brian and Vanessa Klock that there is a scheduled meeting on June 9th regarding the City of Mitchell potentially annexing Singapore Slab 1 for a commercial development.

I am currently out of the country and do not have access to what exactly is being proposed.

P&B Casey Farms LLC respectfully requests that the hearing be postponed until after I return to the U.S. on June 10th in order to review what the development entails.

On the surface, we oppose the annexation. When we sold the parcel to JTZ, Justin Thiesse told me specifically that he intended to build his family home there and wanted to preserve the natural habitat. Just a few months ago, Justin called me to say how much he enjoyed the acreage and rural setting and by the way, would we be interested in selling him more ground?

It's concerning to find out that was not accurate.

I will be at the farm on Monday June 16th, and would like an in person meeting with you on that day so I can fully understand the potential impact to our rural community.

Please let me know if you are available to meet with me on June 16th.

Thank you,

Brian Casey

Manager

P&B Casey Farms LLC

6201 N Ohlman St

Mitchell SD 57301

303-941-8621

From: John Claggett <johnclaggett@icloud.com>

Sent: Friday, June 20, 2025 6:24 PM

To: CityCouncil <citycouncil@cityofmitchell.org>

Subject: JTZ properties – Lakeshore development. JTZ properties – Lakeshore development.

John Claggett here just wanting to reinforce our desire to be able to have the Lakeshore development project. Go forward – hope all of this move forward to as soon as possible – helping our entire community move forward even better even faster!

To Whom It May Concern,

I am writing to express my strong support for the proposed Lakeshore Development by JTZ Properties in Mitchell, South Dakota. This thoughtfully planned project, led by developer Justin Thiesse, represents a significant investment in our community's future and aligns with our shared goals of economic growth, quality housing, and enhanced services for residents.

Moreover, the vision for the development emphasizes preserving the natural character of the area, offering a peaceful and welcoming environment for future residents. This balance of growth and environmental sensitivity is commendable and reflects a deep understanding of our community's values.

I believe the Lakeshore Development will be a positive addition to Mitchell and urge decision-makers to support its continued progress.

Sincerely,

Jamie Goldammer

CHR Solutions, Inc.

Software Support Specialist

voice 605.271-0339

Jamie.goldammer@chrsolutions.com

Mitchell City Council,

I am sending this email in support of Justin Thiesse's Lakeshore Development Project.

I respect Justin's business and goals for improving our community.

He is an asset to our community and very successful hardworking Businessman and Developer and Leader and has invested volumiously into our community and has well thought out plans to define and execute a plan to benefit many people in our community.

Thank you for your consideration in this matter.

Sincerely,
Melissa Iverson
Mitchell, SD

Dear City Council,

I am writing to express my support for the lakeshore development that is proposed for our city. I believe it would be a great addition to our city and a beautiful location for the Peaceful Pines retirement community as well as the other buildings proposed to be built in this location.

Thanks for your thoughtful consideration to allow for this project to move forward.

Thanks,
Matt Healy

To Whom It May Concern,

I am writing to express my full support for Justin Thiesse and his vision for the Lakeshore Development project. This initiative represents a significant and positive step forward for the Mitchell community.

The proposed retirement facility is more than just a residential space—it embodies a commitment to quality of life, thoughtful design, and the kind of outdoor living that makes South Dakota special.

It offers our residents the opportunity to remain close to home, surrounded by family and familiar places, rather than relocating to cities like Sioux Falls or Rapid City in search of similar amenities.

In talking with others in the community about this project, the feedback I've received has been overwhelmingly positive. People are excited to see something like this coming to Mitchell, and they recognize the value it brings to our city's future.

I am especially excited about the location on the north end of town. First impressions matter, and when people drive into a community, the level of care and investment is immediately apparent.

Lakeshore Development will reflect the pride we have in our town and highlight the welcoming, forward-thinking spirit of Mitchell.

This project not only fills a critical need but also enhances the overall appeal and vitality of our city. I fully support Justin, JTZ Properties and this development and look forward to seeing the positive impact it will have for years to come.

Please feel free to call me at 605-770-8803 if you would like to discuss further.

Sincerely,
Traci Loecker
3000 Canal Circle, Mitchell

Austin Peterson
9241 280th St S
Hawley, MN 56549

June 21, 2025

Mitchell City Council
612 N Main
Mitchell, SD 57301

RE: Letter of Support – JTZ Properties Lake Mitchell Senior Living Development

Dear Members of the City Council,

I'm writing to offer my full support for Justin Thiesse and JTZ Properties, LLC as they advance their proposed senior living and Lakeshore development near Lake Mitchell.

As a fellow real estate developer with extensive experience in residential and commercial construction, I've had the opportunity to work with Justin on numerous successful projects. I'm also currently developing a similar senior living community in Minnesota and can say with confidence that projects like this are absolutely essential for growing communities.

The Lake Mitchell senior living development addresses a critical and growing need: quality housing and care options for aging residents. This project will allow seniors to remain close to family and community as their care needs evolve—something every city should strive to provide.

Beyond its social value, the project will bring immediate and lasting economic benefits to Mitchell. It will generate dozens of skilled jobs in healthcare, operations, and facilities management, while also creating a surge in demand for local contractors and trades. In today's tight construction economy, projects like this help keep our tradespeople working and support small businesses throughout the region.

Justin has always prioritized local labor and materials in his developments. His commitment to working with Mitchell-based

contractors ensures that the dollars invested in this project will stay in your community.

He's a proven developer who takes pride in building projects that reflect both quality and community values. His vision for this site respects the natural setting of Lake Mitchell while contributing meaningful infrastructure and long-term value to the city.

I urge you to support this development and allow Justin and his team to continue building for Mitchell's future.

Sincerely,
Austin Peterson
Hawley, MN

Austin D. Peterson

Hello. Just voicing my support In favor of JTZ properties Lakeshore Development.

Such a great opportunity for a local developer to help grow and enhance our Mitchell community!

Thank you for your consideration.

Brad Peterson
1300 S Miller Ave
Mitchell, SD

Good afternoon,

This email is in support of the Peaceful Pines Project. I feel this project is a great project for our community. This project will bring new people to town to work and live in our community. This project will also hopefully contribute to individuals building or purchasing new homes in our affordable housing developments. I know as a lifelong resident of this community, there is always pushback from new development but have seen over time these projects are always beneficial to everyone in this community long term. Thank you for your consideration with this worthy project.

Josh Peterson
601 South Isadore Street
Mitchell SD
605-770-0384

I wanted to show my support Justin Thiesse and JTZ Properties for their lakefront property development. There aren't many who would invest a lot of their money in a town like they have done, to help this town thrive in so many ways. Whether it be beautifying old worn-down buildings and making them useful and affordable for others to have a business out of, or having affordable housing, or adding more jobs to our town. You name it, they do it. I have known Justin for a long time, and he always had higher hopes than others, but the difference is he makes those hopes and dreams a reality anyway he can. I believe this project has so many good ideas that will definitely benefit the North side of town. I also believe if he is willing to spend his money and build a gas station, event venue, whatever, then let him make his dream happen. So many will benefit from this. Would I benefit from the everything? No, but someone will. I would drive all the way out there to get gas, just because I know him and what his hopes are for this city. Please hugely consider this as a very good opportunity for our city, and show future generations that Mitchell is truly ready to help people with their dreams and that the city will greatly support anyone willing to watch it grow.

Thank you,

Carl Plastow

From: Anthony Reimnitz <anthony.reimnitz@gmail.com>
Sent: Monday, June 30, 2025 1:50 PM
To: CityCouncil <citycouncil@cityofmitchell.org>
Subject: Support for JTZ property

I would like to show support for the proposed JTC property going in north of the Lake, I think this would benefit Michell's economy, not only in the building phase, but as the retirement home becomes fully operational.

To the Mitchell City Council:

Mitchell has an opportunity with a known entity who has visible history around Mitchell as a top-drawer developer. JTZ has invested significant funds to design a functional development that can serve Mitchell, particularly the north side with much needed services and amenities. Put yourself in the developer's shoes: You would want all your ducks in a row before breaking ground. To put any portion at the behest of future boards for authorization puts not only the developer at risk but the community of Mitchell as well.

The process has been followed; the due diligence has been performed. Please don't kick the can down the road!

Thank you to all for your service to Mitchell! Having been in your shoes, your efforts are much appreciated!

Tona & John Rozum

Good Morning!

Regarding the rezoning and opportunity to develop Peaceful Pines (PPSL) here in Mitchell, we support the development for the following reasons.

- Careful planning in partnership with HME companies continues. HME Companies appears to have a track record of success, and PPSL is being developed based on the best practices of their various sites.
- Private development that leads to stable employment opportunities is part of what Mitchell needs!
- The plan considers near-term and long-term proposals (while long-term is speculative, it still shows significant planning and vision).

Support for this project not only shows support to these specific developers, but also to others that have a similar vision in Mitchell as well as outside of our community. Thank you-

In Him,

--

Matt Doerr, CPA - Founder, Owner

Salt and Light Group

PO Box 601

Mitchell, SD 57301

Dear Mitchell City Council Members,

I am writing to express my strong support for Justin Thiesse's proposed Lakeshore Development on the north side of Lake Mitchell.

The addition of a gas station and wedding venue in this area would be a tremendous asset to both residents and visitors. Most lakes across the region offer convenient access to fuel either on or near the water, and Lake Mitchell should be no different. A gas station would enhance accessibility for boaters and recreational users, making the lake more user-friendly and increasing its appeal.

A wedding venue overlooking the lake would create a one-of-a-kind setting for events and gatherings, drawing people to the area and further boosting tourism and small business activity.

Equally important, the inclusion of the Peaceful Pines Senior Living Center in this development would have a lasting impact on our community. It would create new jobs, bring more families to Mitchell, and provide much-needed services for our aging population. In addition, facilities like this help keep younger generations—including recent college graduates—living and working in Mitchell by providing employment opportunities and keeping extended families closer together.

This development represents a smart and meaningful investment in the north side of Lake Mitchell, enhancing quality of life and strengthening the local economy.

Thank you for your time and consideration. I encourage your full support of this forward-thinking project.

Bill Schiefen

Dear City Council Members,

I am writing to you all in favor of the new Peaceful Pines Development, gas station, events venue and future housing development. It's wonderful that local citizens are willing to step up and invest their hard earned money into such a fabulous endeavor. This will be a wonderful living center for our growing senior population. It will create a partnership with MTC and DWU with internships and job opportunities. I love seeing young local entrepreneurs creating businesses and adding to the taxbase. I have known Justin for years and have seen his skills at work creating jobs, and places for new businesses to prosper. Please vote yes to approve this great opportunity for Mitchell.

Sincerely,
Tara Volesky

Council,

I please ask for your support of JTZ properties Lakeshore development. This is a huge opportunity for the city to gain a large business development area and growth to the North. We have for years grown South with the North End struggling. This development will fill a need for senior housing and care facilities that Mitchell has little vacancies in current housing.

I strongly urge you to support Justin's development and investment that this will bring to Mitchell.

Thank you,

Andy Mentele
Owner
Dakota Pro Striping, LLC

To the City Council and Mayor of Mitchell:

On behalf of Jensen Design Build, LLC + Jensen Capital & Development, LLC, I am writing to express my strong support for the proposed assisted living facility being developed by HME & JTZ, as well as the broader vision for the Lake Shore Development. I believe this initiative represents a critical investment in the city's long-term growth and economic sustainability.

As with my company's commitment to building strong, sustainable communities through thoughtful design and quality construction, I understand the vital need for high-quality senior housing in growing communities like Mitchell. HME's plan for a modern, well-equipped assisted living facility addresses a critical gap in care services for our aging population and aligns with our shared values of supporting health and independence for all individuals. This project promises not only to enhance the quality of life for local seniors and their families but also to contribute to the economic vitality of Mitchell by creating jobs, supporting local vendors, and expanding the city's infrastructure for long-term growth.

Additionally, the proposed Lake Shore Development will provide a well-balanced mix of residential, commercial, and community-focused spaces, including future plans for an event center, townhomes, apartments, and a convenience store + gas station. This type of thoughtful, master-planned development not only meets current housing and service needs but also enhances Mitchell's ability to attract and retain employees, families, and businesses. As a company involved in community-centered building, I fully support projects that prioritize accessibility, livability, and smart growth.

I commend HME & JTZ for their forward-thinking approach and their dedication to serving the needs of Mitchell. We urge the City of Mitchell, the City Council, and all relevant officials to lend their full support to this meaningful and necessary project.

On a personal note, my grandparents currently reside in one of HME's assisted living communities in Huron, and our family has seen firsthand the care, professionalism, and attention to detail that HME brings to their facilities. They speak highly of the staff, the cleanliness, and the sense of community they feel every day. It has given our entire family peace

of mind knowing they are in a safe, supportive, and well-managed environment. Their positive experience serves as a compelling case for expanding this level of service to Mitchell.

If you have any questions or would like to discuss my support further, please feel free to contact me directly.

Sincerely,

Jeremy R. Jensen



Jeremy Jensen

Founder/Owner: Jensen Design Build, LLC
A division of Jensen Capital & Development, LLC
801 Quince Ave.
Mitchell, SD 57301
Office: 1-(605)-990-4800
Cell: 1-(605)-350-1266
Email: jeremy@jensendesigntobuild.com

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To whom it may concern:

I want to send a quick email in support of JTZ properties and the lakeshore project. I think Mitchell needs this project and is good for growth and jobs. I want to invest in local development!

Tom Burdick
Premier Pest Control LLC