



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
September 2, 2025

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Northridge Baptist**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Automatic Supplements**
General Fund-PD in the amount of \$78,642.00 from insurance claims
General Fund-PD in the amount of \$4,500.00 from state funds
 - D. Raffle Permits**
 - E. Special Event Permit Application For DWU Blue & White Days Parade on Saturday, October 25, 2025**
Parking Lot Closure (\$50 Fee)
Street Closure (\$100 Fee)
Parade Permit - w/Escort (\$250 Fee)
 - F. Declare Surplus Property-1st Avenue (Lot 4) to be destroyed**
 - G. Volunteer List**
 - H. Set Date 6:00 PM, September 15, 2025 for Public Hearing on Assessment Roll for Collection of Special Assessment Rolls for 2024 Construction Projects and 2024 Nuisance Abatements.**
 - I. Set Date September 15, 2025 for Hearing and Action on the following Alcohol License Applications**
 - a. The Crown & Eye Culinary Company dba The Green Room, 623 South Sanborn Blvd for a new Retail (on-off sale) Wine and Cider License (Video lottery is not included)**
 - b. The Crown & Eye Culinary Company dba The Green Room, 623 South Sanborn Blvd for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)**

- J. Approval of Gasoline & Fuel Quotes**
 - K. Pay Estimates**
 - L. Approve Bills, Payroll, Salary Adjustments and New Hires, and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer**
- 6. Motion To Approve, Request Public Comment, Roll Call**
 - 7. Citizens Input**
 - If you need to address the Mayor and members of the City Council on an item that was not on the agenda, excluding personnel items, please come forward to the podium and state your name and your concern. Presentations are limited to three minutes. Items will be considered but no action will be taken at this time.*
 - 8. 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 Marci Stults-Conditional Use Permit**
 - 9. RECONVENE AS CITY COUNCIL: Entertain a Motion For The Board of Adjustment To Adjourn And The City Council To Reconvene In Regular Session**
 - 10. Action to Approve Special Event Permit Application for Opening Night presented by Bradley's on September 19, 2025**
 - Parking Lot Closure (\$50 Fee)
 - Noise Permit (\$0 Fee)
 - 11. Action to Approve Participation in the Secondary Manufacturers Settlement (Opioid Litigation)**
 - 12. Action to Approve Request for Handicapped Parking Spot at 920 West Ash**
 - 13. Action to Approve Quote for 2025 Corn Palace Mural Project #2025-40**
 - 14. Action to Approve Quote for Golf & Cemetery Bike Path Project #2024-23**
 - 15. Action to Award Bid for Lakeshore Development Sanitary Sewer Project #2025-42**
 - 16. Action to Approve Agreement #A2025-50, Electric Service at the South WWTP with Central Electric**
 - A. #A2025-50A-Dewatering Building
 - B. #A2025-50B-Blower Building
 - 17. Action to Approve Agreements #A2025-51, Permanent Easements for the 1st & Main and 7th & Main Traffic Light Improvements Project #2022-08**
 - A. #A2025-51A-Area Community Theatre, Inc
 - B. #A2025-51B-CJG Properties, LLC
 - C. #A2025-51C-Caseys Retail Company
 - 18. Action to Approve Agreement #A2025-54, Airport Improvement Program Grant for Runway 18-36 MHE-GLG3-46-0037-034-2025**

- 19. Action to Approve Resolution #R2025-64, Dissolving Tax Increment District #16**
- 20. Motion to Enter into Executive Session According to SDCL 1-25-2 (3) Legal**
- 21. 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**

**August 18, 2025
6:00 P.M.**

PRESENT: Marty Barington, Mike Bathke, Tim Goldammer
Kevin McCardle, Dan Sabers, Jeffrey Smith

ABSENT: John Doescher, Susan Tjarks

PRESIDING: Mayor Jordan Hanson

Council Member Barington is present by phone.

CONSIDER APPROVAL:

Moved by Goldammer, seconded by McCardle, to approve Mayor Hanson's appointment of Shannon Sandoval to the position of Chief of Fire & EMS. Motion carried.

OATH OF OFFICE:

Mayor Hanson issued the Oath of Office to Chief of Fire & EMS Shannon Sandoval.

AGENDA:

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

- a. City Council Minutes
 - 1. City Council August 4, 2025
- b. Committee Reports
 - 1. Planning Commission July 28, 2025
 - 2. Planning Commission August 11, 2025 (unsigned)
- c. Department Reports
 - 1. Sales Tax Collections (July)
 - 2. Finance (July)
 - 3. Building Permits (July)
 - 4. Water (July)
- d. MADC/CVB Quarterly Update
- e. Raffle Permits
 - 1. Rooted 23 with the drawing to be held on November 1, 2025
- f. Special Event Permit Application for Corn Palace Festival on August 19-25, 2025

- g. Special Event Permit Application for RiverTree Block Party on September 7, 2025
- h. Declare Surplus Property-1st Avenue (Lot 2 and Lot 15)
- i. Amend SD DOT Grant Agreement #A2023-42
- j. Change Order #1-Final for Livesay Lane Project #2021-25 decreasing the contract amount by \$2,160.80 to H&W Contracting LLC adjust contract amount to \$1,121,659.40
- k. Set date 1:30 P.M., August 27, 2025 for bid opening for Lakeshore Development Sanitary Sewer Project #2025-42
- l. Approval of Gas and Fuel Quotations

<u>Howes Oil Company</u>	<u>Requested Gallons</u>	<u>Bid Gallons</u>	<u>Price per Product</u>	<u>Total Bid</u>
Unleaded Gas-10% Ethanol	7,500	7,500	\$2.2765	\$17,073.75
Total Bid:				\$17,073.75

- m. Pay Estimates August 18, 2025
 - Pay Estimate #7-Final in the amount of \$115,278.14 for Livesay Lane Utilities #2021-25 contracted to H&W Contracting
 - Pay Estimate #12 in the amount of \$660,677.15 for Wastewater Treatment Plant-Phase II #2022-01 contracted to John T Jones Construction
 - Pay Estimate #11A in the amount of \$8,385.00 for Wastewater Treatment Plant-Phase II #2022-01 contracted to GeoTek Engineering
 - Pay Estimate #31 in the amount of \$107,173.65 for Wastewater Treatment-Phase II #2022-01 contracted to HDR Engineering
 - Pay Estimate #19 in the amount of \$2,427.50 for 3rd & Main Streetscape #2022-26 contracted to McLaury Engineering
 - Pay Estimate #10 in the amount of \$290,911.05 for Jetty & Marina Improvements #2023-03 contracted to Soukup Construction
 - Pay Estimate #18 in the amount of \$5,383.75 for 2nd & 4th Construction #2023-21 contracted to McLaury Engineering
 - Pay Estimate #5 in the amount of \$1,092.00 for Lake Mitchell Tornado Shelter #2023-33 contracted to LL Jirsa Architect
 - Pay Estimate #1 in the amount of \$1,890.00 for FEMA Risk Management Plan #2025-03 contracted to HDR Engineering
 - Pay Estimate #4 in the amount of \$10,103.55 for 13th & Wisconsin Drainage Study #2025-08 contracted to McLaury Engineering
 - Pay Estimate #3 in the amount of \$37,500.00 for Corn Palace Expansion #2025-19 contracted to Schemmer
- n. 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 JULY 20, 2025 – AUGUST 2, 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 \$5,657.19, Information Technology

\$3,453.08, Police \$91,321.38, Traffic \$6,200.10, Fire \$42,570.76, Street \$38,299.24 Public Works \$26,601.85, Cemetery \$8,384.61, Library \$17,079.45, Recreation & Aquatics \$30,310.76, Recreation Center \$15,174.68 Sports Complexes \$20,151.98, Ballpark Concessions-\$1,962.64, Parks \$28,572.45, Supervision \$4,418.10, E911 \$22,639.83, Palace Transit \$29,550.27, JVCC \$1,987.96, Nutrition \$4,821.28, Airport \$2,669.37, Water Distribution \$15,896.05, Sewer \$15,032.60, Recycling Program \$8,996.05, Waste Collection \$8,824.25, Landfill \$11,649.83, Corn Palace \$31,883.85, Golf Course \$12,533.12 Campground \$2,553.60, Emergency Medical Services \$41,504.18

NEW HIRES:

CORN PALACE: Breanna Adams-\$11.50, Khloe Mackey-\$11.50, Alexander Ness-\$11.50

PALACE TRANSIT: Tyson Sprinkel-\$22.036

RECREATION CENTER: Halle Mickelson-\$12.20

SPORTS COMPLEXES: Douglas Stewart-\$23.152

SALARY ADJUSTMENTS:

CEMETERY: Aaron Willis-\$35.073

CORN PALACE: Kathy Hanks-\$24.581

E-911: Emma Farley-\$23.615

LIBRARY: Jean Patrick-\$33.711

PALACE TRANSIT: Jonathan Gamber-\$23.853, Wanda Graves-\$31.159

POLICE: Cierra Dailey-\$30.229

RECREATION CENTER: Myles Brewster-\$23.615

SPORTS COMPLEXES: Nolan Tegels-\$25.060

STREET: Pamela Punt-\$28.786

TERMINATION:

RECREATION CENTER: Ray VanOvershelde

WARRANTS: A-Ox Welding, Supplies-\$543.21; AAA Lawn Care and Maintenance, Maintenance-\$780.00; Accounts Management, Garnishment-\$561.52; Advanced Entertainment, Equipment-

\$707.00; AFSCME Council 65, Union Dues-\$546.63; Agronomy Plus, Supplies-\$110.00; Amazon Capital Services, Supplies-\$2,174.92; American Engineering Testing, Water Analysis-\$32.00; American Garage Door, Repair-\$182.14; AMG-Avera Occupational Medicine, Labs-\$75.40; AT&T Mobility - Palace Transit, Utilities-\$557.01; AT&T Mobility - Police Department, Utilities-\$1,108.40; ATR Lighting Enterprises, Supplies-\$228.40; Avera Medical Group - Mitchell, Testing-\$120.00; Avera Occupational Medicine, Physicals-\$1,046.00; Axon Enterprise, Supplies-\$14,368.80; B-Y Water District, Water Usage-\$162,023.62; Baker & Taylor, Books-\$132.76; Becker Arena Products, Supplies-\$3,137.12; Best Western Ramkota Hotel, Travel-\$722.00; Big Daddy D's, Contract Services-\$3,995.10; Blackstone Publishing, Audiobooks-\$145.51; Break Time Portables, Rental-\$320.00; Building Sprinkler, Maintenance-\$445.00; C&B Operations, Supplies-\$149.51; Century Link, Utilities-\$71.97; Chesterman, Supplies-\$1,449.80; Chris Foster, Entertainment-\$350.00; CHS Farmers Alliance, Repair-\$3,535.35; City of Mitchell, Permit-\$50.00; City of Mitchell, Corn Palace Festival-\$5,000.00; City of Mitchell, Hotel Tax-\$854.00; CK Bicycles & Locks, Service Call-\$130.00; Coborns, Contract Services-\$1,327.20; Cole Palmer, Reimbursement-\$66.94; Column Software, Advertising-\$431.47; Core & Main, Supplies-\$15,347.90; Core-Mark, Supplies-\$8,253.93; Corn Palace, Pre-Sturgis Party-\$362.00; County Fair, Supplies-\$1,438.30; Creekside Veterinary Clinic, Service-\$341.80; Dakota Fluid Power, Repair-\$248.06; Dakota Supply Group, Supplies-\$772.69; Dale Star, Reimbursed-\$80.05; Darrington Water Conditioning, Rental-\$135.00; Davison Rural Water Systems, Water Usage-\$112.45; Department of Agriculture, State Garbage Fees-\$4,851.23; Department of Social Services, Child Support-\$359.54; Dicks Towing, Towing-\$480.00; Dimock Dairy, Supplies-\$790.95; Doug's Custom Paint & Body, Parts-\$37.60; Elfstrand's Ace Hardware, Supplies-\$20.57; Fastenal, Supplies-\$489.36; Fedex, Mailing-\$19.52; Ferguson Waterworks #2516, Supplies-\$639.24; Fisher Scientific, Supplies-\$271.68; Fleetpride, Supplies-\$163.53; Galls, Supplies-\$76.67; Gaylen's Gourmet Popcorn, Supplies-\$2,106.00; Geotek Engineering & Testing, 2022-1 P.E. #11A-\$8,385.00; Grainger, Supplies-\$72.84; Gravel Road Touring, Entertainment-\$3,000.00; Guardian Alliance Technology, Background-\$50.00; H&W Contracting, 2021-25 P.E. #7-Final-\$115,278.14; Hampton Inn, Travel-\$572.00; Hawkins, Chemicals-\$7,381.03; HDR Engineering, 2022-1 P.E. #31-\$109,063.65; Henry Schein, Supplies-\$1,154.64; Holiday Inn City Centre Sioux Falls, Travel-\$110.00; Independent Viking Glass, Repair-\$1,501.63; Industrial Chem Labs & Service, Supplies-\$528.78; Ingram Library Services, Books-\$1,211.06; Interstate Glass & Door, Maintenance-\$601.75; Interstate Office Products, Supplies-\$218.10; Interstate Tire & Auto Center, Repair-\$30.00; Iverson, Maintenance-\$560.06; Jacquelyn High, CDL Renewal-\$45.00; JCL Solutions, Supplies-\$62.70; Jebro, Supplies-\$53,576.51; Jessica Callies, Entertainment-\$300.00; John Badker, Travel-\$14.00; John T Jones Construction, 2022-1 P.E. #12-\$660,677.15; Johnson Controls, Repair-\$7,869.30; Jones Supplies, Supplies-\$2,198.90; Judd Hoos, Entertainment-\$3,000.00; Kogel Archaeological Consulting Service, Lake Improvements-\$7,469.00; Kone, Maintenance-\$999.57; Korrie Wenzel, Entertainment-\$1,200.00; Kristopher Morris, Maintenance-\$1,135.00; L.L. Jirsa Architect, 2023-33 P.E. #5-\$1,092.00; Lakeview Veterinary Clinic, Management-\$1,013.56; Larry's I-90 Service, Maintenance-\$55.00; Last Child Productions, Entertainment-\$126,000.00; Lawson Products, Supplies-\$418.81; Layton Eide, Entertainment-\$1,600.00; Leighton Family Farms, Supplies-\$961.00; Life 96.5 KNWC, Advertising-\$360.00; Light & Siren, Equipment-\$11,098.15; Lighthouse Uniform, Uniforms-\$1,387.80; M&T Fire and Safety, Supplies-\$3,123.56; Mason Bruns, Reimbursement-\$56.22; McLaury Engineering, 2022-26 P.E. #19-\$17,914.80; McLeod's Printing, Supplies-\$604.90; Mebius Nursery & Landscaping, Maintenance-\$300.00; Meierhenry Sargent,

Bond Fees-\$36,750.00; Menard's, Supplies-\$1,546.35; Messerli & Kramer, Garnishment-\$327.35; Micah Tyler Music, Entertainment-\$25,000.00; Michaels Fence & Supply, Supplies-\$435.68; Michelle Bathke, Supplies-\$156.84; Mid States Audio, Sound System-\$66,942.17; Midcontinent Communication, Advertising-\$150.00; Midway Service dba Vollar Oil, Supplies-\$617.61; Midwest Fire & Safety, Maintenance-\$395.00; Midwest Laboratories, Testing's-\$1,406.04; Midwest Oil, Supplies-\$89.29; Midwest Turf & Irrigation, Supplies-\$75,443.51; Mike & Jen Lauritsen, Improvements-\$3,488.00; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Concrete Product, Supplies-\$338.50; Mitchell Convention & Visitors Bureau, Entertainment Tax-\$21,875.00; Mitchell Iron & Supply, Supplies-\$212.94; Mitchell Lion's Club, Service-\$1,500.00; Mitchell Plumbing & Heating, Maintenance-\$12,068.78; Mitchell School District, Utilities-\$1,735.40; Mitchell Telecom, Utilities-\$3,242.88; Mitchell United Way, Deductions-\$141.00; Mueller Lumber, Repairs-\$10,137.88; Muth Electric, Repair-\$5,730.13; Napa Central, Supplies-\$385.86; Newman Signs, Supplies-\$10,793.01; Northridge Baptist Church, Entertainment-\$1,200.00; Northwest Pipe Fittings, Supplies-\$7,715.61; Northwestern Energy, Utilities-\$86,174.01; Office of Weights & Measurers, Inspection Fee-\$103.00; One Source The Background, Background Checks-\$295.00; Overdrive, Ebooks-\$1,607.06; Palace Transit, Advertising-\$360.00; Pepsi Cola, Supplies-\$778.34; Pioneer Manufacturing, Supplies-\$1,216.90; Porter Distributing, Supplies-\$225.60; Premier Pest Control, Maintenance-\$275.00; Public Health Laboratory, Lab Fees-\$2,277.00; Qualified Presort Service, Postage-\$396.25; Quality Wood Designs, Board Planning-\$50.00; Quick Med Claims, Monthly Contract-\$3,608.43; Rebel Rooster, Entertainment-\$101,000.00; Rehrig Pacific, Supplies-\$35,335.00; Runnings Supply, Supplies-\$1,771.05; Ryland Devries, Reimbursement-\$45.00; Saga Communications of South Dakota-Advertising-\$1,191.00; Sanitation Products, Supplies-\$501.21; Savvik Buying Group, Supplies-\$82.00; Schemmer, 2025-19 P.E. #3-\$37,500.00; Schoenfelder Portables, Rental-\$1,795.00; Schwartzle Construction, Maintenance-\$44,387.84; South Dakota Association of Rural Water, Annual Dues-\$1,265.00; South Dakota Police Chiefs', Supplies-\$562.50; South Dakota-Supplemental, Supplemental Retirement-\$3,455.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,122.50; Shannon Sandoval, Reimbursement-\$45.00; Sherwin-Williams, Supplies-\$195.18; Sirchie Acquisition, Supplies-\$756.15; Siteone Landscape, Supplies-\$3,139.69; Soukup Construction, 2023-3 P.E. #10-\$290,911.05; South Dakota 811, Message Fees-\$373.80; Standard Insurance, Life Insurance-\$438.66; Streicher's, Supplies-\$1,253.68; Sturdevants Auto Value, Supplies-\$3,787.12; Subway, Planning Comm Meals-\$53.94; Sun Gold Sports, Supplies-\$1,206.57; TNT Inflatables, Pre Sturgis Party-\$1,050.00; Teamsters Local No. 120, Union Dues-\$1,427.00; Tessiers Mechanical Contract, Repair-\$1,672.71; The Dugout, Contract Services-\$3,975.00; Thomson Reuters-West, Subscription-\$1,314.00; Thune True Value & Appliance, Supplies-\$231.55; TMA Stores, Repair-\$79.77; Transource, Supplies-\$148.97; Two Way Solutions, Maintenance-\$1,339.79; Tylor Cassingham, Reimbursed-\$197.94; Tyson Patton, Reimbursement CDL-\$63.00; Upper Midwest Garage Door, Maintenance-\$510.21; UPS Store #4227, Shipping-\$408.11; USA Bluebook, Supplies-\$905.94; Van Diest Supply, Program-\$5,434.00; Van Wall Equipment, Supplies-\$422.17; Verizon Wireless, Utilities-\$787.59; Vestis, Supplies-\$509.65; Walmart/Capital One, Supplies-\$209.40; Williams Drones, Supplies-\$2,000.00; Authorize Net-Vias-\$206.44; CSG Forte Payment-\$524.10; Money Movers, NIHCA-\$14.25; Clover, Credit Card-\$4222.08; Ellwein Brothers-Supplies-\$615.50; US Bank, Landfill, Water Tower, Lift Station, Gabions-\$76,416.85; South Dakota Department of Revenue, Sales Tax Payment-\$31636.93; Wellmark, Administration, Prescription, Medical-\$241,070.48; US Bank, Loan

Payment-\$43,548.66; US Bank, Loan Payment-\$409,147.76; Billy McDonald, Security Deposit Refund-\$625.00; Staples, Supplies-\$23.04

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

CITIZENS INPUT:

Mitchell resident, Stewart Hanson, wanted to set the record straight on a couple of items, such as, both Council Member Bathke and Council Member Goldammer attended Arts in the Park and would also like clarification on if the Mayor is the CEO of the city.

Council Member Tim Goldammer stated the promotions and advertising for the Corn Palace were fantastic, such as the hiding of the golden Corn Cobs. Goldammer reminded everyone to purchase tickets for the Corn Palace Festival concerts.

Public Works Director Joe Schroeder stated the 1st & Sanborn traffic signals were struck by lightning. The Traffic Department is doing their best to keep them operating.

Joe Krall representing Tour de Corn thanked the City employees for doing a little extra to have everything ready for the 320 participants from 13 states.

Mike Vehle and Joe Kippes of Friends of Firesteel stated they have raised \$1.733 million in funds and have sent letters out to residents living on the lake, across from the lake, and in the canal area.

Mayor Hanson stated the United Way Day of Caring was great and is looking forward to the community art project featuring the faces of local South Dakota farmers and ranchers.

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of Amanda Nava for a conditional use permit for a family residential daycare located at 516 West 10th Avenue, legally described as Lot 8, Block 39, Capital Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District. The Planning Commission recommended approval of said application with the following conditions, the permit is non-transferable, a new application would be required if the business ceases operation for six months, and passes a fire inspection. Moved by Sabers, seconded by Goldammer, to approve said application. Motion carried.

Moved by Goldammer, seconded by McCardle, to set date for September 2, 2025 on the application of Marci Stults for a conditional use permit for a family residential daycare located at 308 South

Mentzer Street, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

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

Council Member Barington has left the meeting.

HEARING:

It was advised that this is the date and time set for hearing on the application of Jeff and Denise Del Favero dba Bread and Vine Bistro LLC, 312 North Main Street for a new Retail (on-off sale) Wine and Cider License (Video lottery is not included). Notice of hearing has been given and affidavit of publication is on file. Moved by McCardle, seconded by Sabers, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Jeff and Denise Del Favero dba Bread and Vine Bistro LLC, 312 North Main Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included). Notice of hearing has been given and affidavit of publication is on file. Moved by Goldammer, seconded by Bathke, to approve said application. Motion carried.

RESOLUTION:

It was advised that this is the date and time set for hearing on the proposed assessment roll for Fiala Road Street Improvements. Public Works Director Joe Schroeder reviewed the assessment roll. Residents of the area had concerns with the sidewalk portion of the assessment at this time. The residents were not opposed to sidewalk in the future when the area to the north is developed. Moved by Bathke, seconded by Smith, to approve Resolution #R2025-57, Assessment Roll for Fiala Road Improvements, as amended, removing the sidewalk line item, as follows:

RESOLUTION NO. R2025-57

PROPOSED RESOLUTION DECLARING THE NECESSITY FOR THE CONSTRUCTION OF CURB & GUTTER, ASPHALT SURFACING, CONCRETE APPROACHES, ENGINEERING FEES & MISCELLANEOUS EXPENSES ON CERTAIN STREETS IN THE CITY OF MITCHELL, SOUTH DAKOTA

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA

SECTION 1. That it is deemed necessary to improve certain streets in the City of Mitchell, South Dakota as follows:

THE PROPERTY OWNER WILL HAVE 30 DAYS AFTER THE COLLECTION HEARING TO PAY FOR THEIR ASSESMENT WITHOUT INTEREST. AFTER 30 DAYS, INTEREST WILL BE ADDED AT A RATE OF 8% OR AS DETERMINED BY THE CITY COUNCIL. IN NOVEMBER FOLLOWING THE COLLECTION HEARING, THE BALANCE DUE ON THE ASSESMENT GETS SENT TO THE COUNTY AUDITOR AND SPLIT INTO 10 ANNUAL EQUAL PAYMENTS THAT WILL BE TAKEN OUT OF FIRST HALF OF THE TAX PAYMENT FOR THAT PROPERTY.

Segment 2025-01:

Fiala Rd from end of pavement to continue 334' north:

Construction of Curb & Gutter, 3" thick Asphalt Surfacing with 8" Base, Concrete Approaches, Engineering Fees and Miscellaneous Expenses and Accessories.

	LOT	BLK.	ADDITION	ESTIMATED ASSESMENT
1*	4		FIALAS ADDN-NW	\$ 40,472.18
2*	14		FIALAS ADDN-NW	\$ 38,280.32
TOTAL ASSESMENT AMOUNT				\$ 78,752.50

* Lots assessed for **FRONT YARD** according to Section 2a and 2d.

Lots assessed for **INTERSECTION** according to Section 2b and 2c.

^ Lots assessed for **BENEFIT** according to Section 2e.

SECTION 2. That it is deemed necessary to levy a special assessment to defray the expense thereof, and that the cost thereof shall be proportioned as follows:

That the method of apportioning or assessing the cost of the said improvements or payment against all assessable lots, tracts and parcels of land shall be according to the following schedules:

- The total Cost of the street, alley, or utility improvements shall be assessed according to the front footage of the property fronting on the improvements.
- The Total Cost of the street or alley improvements shall be divided equally between all lots benefiting from the improvements.
- Shall be to all lots, tracts, or parcels of land according to the area of each to include 1/2 of the property between the street improvement and the next street, whether or not such property abuts such street or not, but in no case shall any property situated more than 300' from such intersection be assessed.
- Footage of the property fronting or abutting on the improvements. The estimated cost for the street portion is estimated at \$100.00 a lineal foot, this does not include intersection, benefit or corner lot costs. Per side.

BE IT FURTHER RESOLVED that the Engineering Department prepare and file in the office of the Finance Officer for the examination of all interested parties, plans, and specifications to be used in the construction thereof; and

BE IT FURTHER RESOLVED that a hearing will be held upon such construction of proposed street and alley improvements, as provided by statute and notice thereof be given as provided by law.

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

Smith then recommended that sidewalk be required when the area is developed to the north of the proposed project or when the area is scheduled as part of the sidewalk plan.

AWARD BID:

Bids were opened and read on Cadwell Park Infield Improvements Project #2025-23 on the 12th day of August, 2025. Moved by McCardle, seconded by Smith, to award, as follows:

**CADWELL PARK INFIELD IMPROVEMENTS
PROJECT #2025-23**

LT Companies, 27070 Duke Avenue, Tea, SD 57064

Total Bid \$323,699.00

Motion carried.

CONSIDER APPROVAL:

Moved by Bathke, seconded by Goldammer, to approve setting the date for Initiated Measure-Establishing Term Limits for Mayor and City Council Positions for the Annual Municipal Election to be held on June 2, 2026. Motion carried.

Moved by Goldammer, seconded by McCardle, to approve the request for restricted parking on Capital Street adjacent to Mitchell High School. Motion carried.

Moved by McCardle, seconded by Bathke, to approve participation in the Purdue Settlement (Opioid Litigation). Motion carried.

Moved by McCardle, seconded by Goldammer, to approve Agreement #A2025-49, Dispatch Communications Equipment and Maintenance with Two-Way Solutions and enter into a five-year service contract. Motion carried.

Moved by Goldammer, seconded by McCardle, to approve Agreement #A2025-50, Contribution in Aid & Service Line Agreement for new KVA Service to blower building at Wastewater Treatment Plant with Central Electric. Motion carried.

RESOLUTIONS:

Moved by Goldammer, seconded by Bathke, to approve Resolution #R2025-60, Surplus and Auction of Trailer and Shed in the 1100 and 1200 Block of East 1st Avenue, as follows:

RESOLUTION #R2025-60

A RESOLUTION PROVIDING FOR THE SURPLUS AND AUCTION OF ONE TRAILER AND ONE SHED LOCATED IN THE 1100 AND 1200 BLOCK OF EAST 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 trailer units and other buildings located on the property; and

WHEREAS the City previously approved the surplus of the trailer unit located on Lot 11 which did not sell at auction. There is also a shed marked as Shed 111 which has not been previously surplus, that the City desires to auction; and

WHEREAS, the City desires to remove the trailer unit and shed 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 trailer unit and shed 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 and/or shed 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 unit located on Lot 11 of the Parkview Homes complex in the 1100 and 1200 Block of East 1st Avenue, as well as the shed marked as Shed 111, are no longer necessary, useful, or suitable for the purpose for which they were acquired; and

IT IS FURTHER RESOLVED that such trailer unit and shed 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 trailer unit and shed 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 and/or shed 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 and/or shed shall be demolished and removed from the property.

Motion carried and resolution declared duly adopted.

Moved by Sabers, seconded by McCardle, to approve Resolution #R2025-61, Authorizing Legal Action in Relation to Parkview Leases, as follows:

RESOLUTION NO. R2025-61

A RESOLUTION AUTHORIZING LEGAL ACTION IN RELATION TO LEASES
AT THE PARVIEW HOMES COMPLEX

WHEREAS, the City of Mitchell purchased real property in the 1100 and 1200 Blocks of East 1st Avenue in Mitchell (the "Parkview Homes Property") on May 8th, 2025; and

WHEREAS, the Parkview Homes Property was the location of a number of mobile home and rental units which the City was assigned the leases relating to the Parkview Homes Property at the time of closing the purchase; and

WHEREAS, several of these leases were month to month and the City notified those lessees that their leases would not be extended beyond August 31, 2025; and

WHEREAS, one of these leases was for a set period of time expiring on August 24, 2025 and the City notified that lessee that their lease would not be extended beyond August 24, 2025; and

WHEREAS, in the event that the lessees do not vacate their units by the termination date, the City must take legal action to remove the holdover tenants and such legal action must be authorized by the City Council; and

WHEREAS, the City Council believes it is in the best interests of the City to authorize such auction immediately so that such auctions can be initiated without delay if any tenants remain beyond their termination date.

BE IT RESOLVED by the City of Mitchell, South Dakota:

1. That the above recitals are hereby incorporated.
2. That actions for Forcible Entry and Detainer are authorized under SDCL Chapter 21-16 in cases where a lessee holds over after the termination of their lease or expiration of their term.
3. That there are currently several tenants currently residing at the Parkview Homes Property who have leases expiring on or before August 31, 2025.
4. That in the event that one or more of said tenants with leases expiring on or before August 31, 2025 fail to vacate their unit by the date the lease terminates, the City Attorney is hereby authorized to take any and all actions required by law to remove

the tenant(s) from their corresponding unit(s) and for the city to reclaim possession of the unit(s). Requests for unpaid rent, damages for waste committed by the tenant, or any other cause of action arising out of the lease of the unit(s) that the City Attorney determines to be appropriate is also hereby authorized.

Motion carried and resolution declared duly adopted.

Moved by Smith, seconded by McCardle, to approve Resolution #R2025-62, Plat of Lot 1, Block 10, a subdivision of Block 4 of Westwood First Addition, as follows:

RESOLUTION #R2025-62

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 11th day of August, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 1, BLOCK 10, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION IN 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 LOT 1, BLOCK 10, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION IN 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.

Motion carried and resolution declared duly adopted.

ORDINANCE:

Moved by Sabers, seconded by Bathke, to place Ordinance #O2025-10, Amending Title 10 Zoning Regulations: 10-6A-3-Neighborhood Shopping Conditional Use Permit-Alcohol Sales (on-sale) on second reading. Motion carried. Moved by Smith, seconded by McCardle, to adopt Ordinance #O2025-10, Amending Title 10 Zoning Regulations: 10-6A-3-Neighborhood Shopping Conditional Use Permit-Alcohol Sales (on-sale), as follows:

ORDINANCE #O2025-10

An Ordinance amending 10-6A-3: Conditional Uses in Neighborhood Shopping District, Title 10 Zoning Regulations, City of Mitchell Municipal Code

**NOW BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MITCHELL,
DAVISON COUNTY, SOUTH DAKOTA:**

Section 1.

That 10-6A-3: Conditional Uses in Neighborhood Shopping District, be amended by adding
“ALCOHOL SALES (ON-SALE).”

Section 2.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in
the official newspaper and twenty (20) days after the completed publication, unless the
referendum is invoked, this ordinance shall become effective.

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

EXECUTIVE SESSION:

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

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

ADJOURN:

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



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.



Planning Commission 8-11-25
City Council Chambers, City Hall, 612 N. Main Street
August 11, 2025

1. Call to Order

Vice-Chairperson Schmitz called the August 11, 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: Bathke, Gunkel, Havlik, Osterloo, Schmitz, Sonne.

Absent: Genzlinger, Scheurs

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

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

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

5. Approval of Previous Minutes: July 28, 2025

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

6. Schedule Next Meeting: August 25, 2025

Motion by Sonne, seconded by Osterloo to set the date for the next Planning Commission Meeting for August 25, 2025. All present voting aye; motion carried.

7. Conditional Use Permit: Amanda Nava

Amanda Nava has applied for a conditional use permit for family residential daycare; located at 516 W 10th Ave, legally described as Lot 8, Block 39 of Capital Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one response in favor that made the packet and three in favor that did not make the packet. The applicant was approved for a daycare back in 2019

with the typical 3 conditions and since then, she stopped her daycare for about two years and has started it back up. Jenniges said the applicant has already passed a fire inspection. The applicant was not present to answer questions.

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

8. Plan Approval: JTZ Properties LLC

Jenniges gave an overview of the area with GIS. This is zoned Highway Oriented Business District. This would be located at 1006 Commerce St and just south of the two three-plexes that were approved in November of 2024. This plan shows five business condos. The applicant was present to answer questions.

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

9. Plan Approval: Dick's Body Shop

Jenniges gave an overview of the area with GIS. This is zoned Highway Oriented Business District. This would be located at 2021 W Havens Ave. The applicant would like to build a 80' x 60' pole shed 25' west of their existing building. The applicant was not present to answer questions.

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

10. Plan Approval: Keith Doyle

Jenniges gave an overview of the area with GIS. This is zoned Highway Oriented Business District. This would be located at 1900 W Spruce St. The applicant would like to build an attached garage and enclose his existing decks into three season rooms. The previous garage was turned into living quarters years ago. The applicant was not present to answer questions.

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

11. Plat: CJM Consulting Inc

Plat of Lot 1, Block 10, a subdivision of Block 4 of Westwood First Addition in 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 overall GIS view of the area. Jenniges noted the applicant had previously platted the lots across the street. The applicant was present to answer questions.

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

12. Other Business:

None.

13. Public Input:

None.

14. Adjourn

Vice-Chairperson Schmitz adjourned the meeting at 12:10 P.M.

A handwritten signature in black ink, appearing to read 'Jon Schmitz', with a stylized, flowing script.

Jon Schmitz
Planning Commission Vice-Chairperson



Planning Commission 8-25-25
City Council Chambers, City Hall, 612 N. Main Street
August 25, 2025

1. Call to Order

Chairperson Genzlinger called the August 25, 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: Bathke, Genzlinger, Havlik, Osterloo, Schmitz, Schreurs, Sonne.

Absent: Gunkel

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

3. Declaration Of Conflicts Of Interests

None.

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: August 11, 2025

Motion by Osterloo, seconded by Sonne to approve the proposed minutes of the August 11, 2025 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: September 8, 2025

Motion by Havlik, seconded by Schmitz to set the date for the next Planning Commission Meeting for September 8, 2025. All present voting aye; motion carried.

7. Conditional Use Permit: Marci Stults

Marci Stults has applied for a conditional use permit for family residential daycare; located at 308 S Mentzer St, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

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

Jenniges stated the applicant was approved for a daycare at a different location in April 2023 and there were no issues at that location. He also stated that a different applicant was approved for a daycare at this location in July 2023 and there were no issues at this location. Also, Jenniges said the applicant has passed the fire inspection already.

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

8. Plan Approval: Dakota Counseling

Jenniges said this is located at 1000 W Havens Ave and zoned Highway Oriented Business District. Dakota Counseling Institute is the abutting property to the east. Jenniges said that because this is HB and there would be a change of use from a hotel to a behavioral health facility, it had to come to this board. They have hired an architect to do a review of the facility and are adding firewalls to the 20 dwelling units.

Michelle Carpenter of DCI said they purchased the property recently and would like to change the use from a hotel to a sober-living, short-term, transitional place. There will be staff present 24 hours a day. They will be teaching life skills while people are staying and assisting them to fill out applications for other housing options. Emerging adults are another group of people they will be assisting, kids that are 18 years old, and their parents don't want them living at home anymore and now need a place to stay while they find something else. They are working with UJS on a pilot project with the hopes of helping youth before they become part of the judicial system.

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

9. Other Business:

None.

10. Public Input:

None.

11. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:07 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:

Funds received from insurance company for total loss on 2 patrol vehicles.

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:

Funds received from the State of South Dakota for training.

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:

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 8/18/2025

Organization: First Circuit CASA

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: Jackie Horton

Address: 115 E 11th Avenue, Mitchell SD 57301

Phone #: 605-996-1212

Email: jackie.horton@mitchellcasa.org

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

Dates of Ticket Sales: August 18- November 22 - Ag Raffle

Date of Raffle Drawing: November 22

Value of Raffle Prize: \$6,000

Proceeds Benefiting: First Circuit CASA

8-18-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 8/18/2025

Organization: First Circuit CASA

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: Jackie Horton

Address: 115 E 11th Avenue, Mitchell SD 57301

Phone #: 605-996-1212

Email: jackie.horton@mitchellcasa.org

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

Dates of Ticket Sales: August 18- November 22 - Urban Raffle

Date of Raffle Drawing: November 22

Value of Raffle Prize: \$6,000

Proceeds Benefiting: First Circuit CASA

8-18-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 8-21-2025

Organization: Mitchell Booster Club

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: Renee LeBrun

Address: 1432 Kemper Ave

Phone #: 605-770-2792

Email: rene.lebrun@K12.sd.us

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

Dates of Ticket Sales: 9-6, 9-19, 9-26, 9-17, 9-23

(Also boys + girls
basketball double-headers)

Date of Raffle Drawing: same dates

Value of Raffle Prize: 50/50 drawings; \$50 + up

Proceeds Benefitting: Mitchell Athletic Booster Club

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

Date Received: 8-25-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer: _____

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 8/26/25

Organization: LB WILLIAMS PTO

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: JONATHAN GUENTHNER

Address: 1820 N SANBORN; PO BOX 249

Phone #: 605-680-0570

Email: jonathan@elocpa.com

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

Dates of Ticket Sales: 9/25/2025 - 10/25/2025

Date of Raffle Drawing: 10/25/2025

Value of Raffle Prize: \$500.00

Proceeds Benefitting: LB WILLIAMS SCHOOL

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

Date Received: 8-27-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 8-20-25

Organization: Trinity Lutheran Church

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: Jill Weber

Address: 520 Fair Oaks Ave Mitchell

Phone #: 605-770-1250

Email: jweber@mitchelltelecom.net

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

Dates of Ticket Sales: 10-5-25

Date of Raffle Drawing: 10-5-25

Value of Raffle Prize: range \$10 - \$500

Proceeds Benefitting: All proceeds donated to nonprofit Anchor'd Recovery

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

Date Received: 8-21-2025

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:	September 2, 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 For DWU Blue & White Days Parade on Saturday, October 25, 2025		
Explanation/Background of Agenda Item Requested:	Dakota Wesleyan University is requesting a Special Event Permit for their annual, homecoming, Blue & White Days Parade, which takes place Saturday, October 25th, 2025, from 10:00 AM until 11:00 AM. The event is being held on Mitchell's Main Street and is open to the public. The total anticipated attendance is between 50–80 floats, and 1,000+ people in attendance. Please refer to the attached Special Event Permit Application for more details about the event. The submitted Special Event Permit Application requests the following: • Parking Lot Closure (\$50 Fee) • Street Closure (\$100 Fee) • Parade Permit - with escort & closures (\$250 Fee) The following parking lot closure is requested on Saturday, October 25th, from 6:00 AM until 1:00 PM. • The Disco Parking Lot (staging area) The following street closures are requested on Saturday, October 25th, from 7:30 AM until Noon: • E. 9th Ave. from Main Street to N. Davison St. (portion of this closure will be for staging, as shown in yellow on the map) • N. Lawler St. from the north entrance of The Disco Parking Lot to E.10th Ave. (staging areas in yellow on map) ◦ N. Kimball St. will remain open. • Main Street from 9th Ave. to Railroad St. *Street closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street(s).		

Parade staging areas are shown, highlighted in yellow on the attached map. Parade entries will make their way to Main Street on 9th Ave. from east to west. The parade route will run on Main Street from 9th Ave. to Railroad St. Participants will travel along the route once.

Please reference the attached Route/Staging/Closures Map for further information.

Dakota Wesleyan University has already provided a Certificate of Liability Insurance Form.

***Approval of the submitted Special Event Permit Application will be contingent upon receipt of payment of the appropriate fees.**

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 #4259****Date Submitted: 8/27/2025**

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:*

Dakota Wesleyan University Blue & White Days Parade

Event Date:

10/25/2025

Event Hours:*

10:00 AM

—

11:00 AM

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

10/25/2025 06:00 AM — 10/25/2025 01:00 PM

Time Requested for Street Closure

10/25/2025 07:30 AM — 10/25/2025 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:*

Dakota Wesleyan University's annual homecoming parade is scheduled for Saturday, Oct. 25 at 10 a.m. on Mitchell's Main Street. Check-in begins at 8 a.m. Prior to check-in, DWU students and employees will arrive by 7:30 a.m. to prepare for float arrivals in the City parking lot between Kimball and Lawler Street. The parade usually lasts an hour. It begins on Main Street and 9th Avenue and then travels south until E. Railroad Street. The event is free open to the public.

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:*

50-80 floats, 1,000+ people in attendance

Organization:*

Dakota Wesleyan University

Address:*

1200 W. University Ave.

City:*

Mitchell

State:*

SD

Zip Code:*

57301

Event Application Contact Person:*

Jan Larson

Contact Person Email:*

jan.larson@dwu.edu

Contact Person Phone Number: *

605-995-2614

Day of Event Contact Person:*

Jan Larson

Contact Person Email:*

jan.larson@dwu.edu

Contact Person Phone Number:*

605-999-5366

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.*

The parade will travel south on Main Street, entering 9th Avenue and ending on Railroad Street by the Depot. Participants will travel through the parade route once. We would like to reserve the City parking lot, between Lawler and Kimball streets, and portions of Lawler Street and 9th Avenue for staging. Most of the parade entries will park in the City parking lot. See map for details.

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.*

Parade participants will park in designated staging areas, including the City parking lot and closed streets. Community members and patrons will have access to the parade and parking from the streets surrounding Main Street and other public parking lots. We have not had an issue with safety concerns in the past. Mitchell Public Safety and the police department are invited to patrol the area and assist with crowd control as 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?

hh:mm am/pm — hh:mm am/pm

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

☐ Yes

☒ No

When will sound checks be performed?

hh:mm am/pm

Fireworks Permits

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

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

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

Name

Address

City

State

Zip Code

Phone Number

Email Address

Date of Display

mm/dd/yyyy

Time of Display

hh:mm am/pm

—

hh:mm am/pm

Type of Fireworks

☐ Class B Explosive (special fireworks)

☐ Class C Common Fireworks

Exact Location of Display:

What are the width perimeter requirements?

Insurance

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

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

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

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

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

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

Name of Insurance Company

College Risk Retention Group Inc. - EIIA

Agent's Name

Rachel Markunas

Policy Number

GL090123

Phone Number

1-800-537-8410

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.*

Jan Larson

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.*

Jan Larson

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.*

Jan Larson

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

DWU Parade Route 2025.pdf

Street Closure Map

DWU Parade Route 2025.pdf

City Park Closure Map

No file chosen

Parade Route Map

DWU Parade Route 2025.pdf

Special Event Liquor License Boundaries with Map

No file chosen

Consumption Permit Boundaries with Map

No file chosen

Fireworks Map

No file chosen

Event Layout Map

No file chosen

Certificate of Liability Insurance

Choose File No file chosen

Certificate of Liquor Liability Insurance

Choose File No file chosen

Certificate of Fireworks Liability Insurance

Choose File No file chosen

Additional Document

SD Sales Tax Exemption Certificate.pdf

Additional Document

Choose File No file chosen

Action of City Council| _____

Finance Officer

Mayor

(Seal)

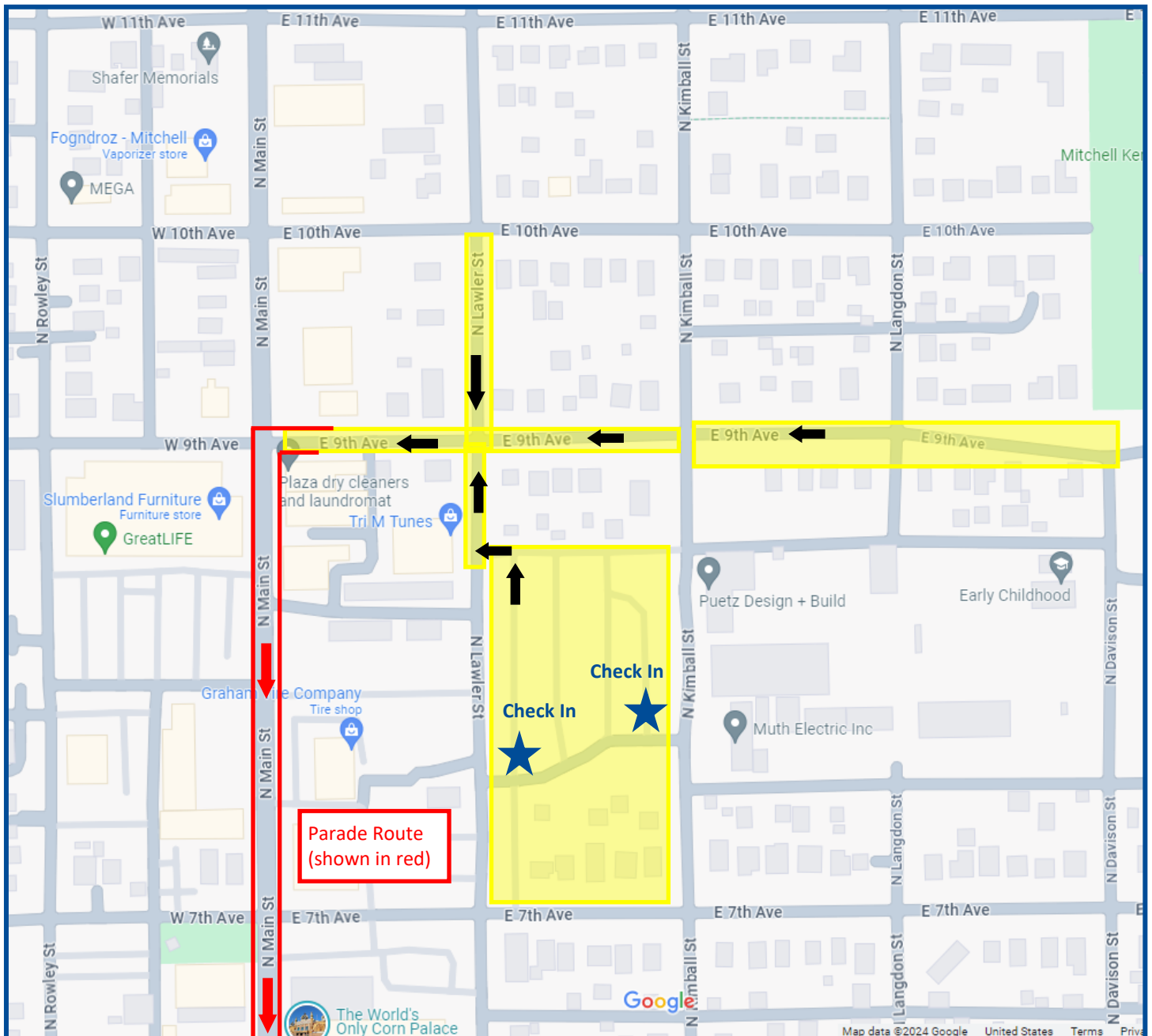
Date Approved: _____

Amount of Fees Paid: _____

Blue & White Days Parade Route



Blue & White Days Staging Areas



Street closures and staging areas are shown in yellow. This includes the City parking lot between Lawler Street and Kimball Street; a portion of Lawler Street from the City parking lot to 10th Avenue; 9th Avenue from Main Street to the N. Davison St., with the intersection of Kimball Street remaining open.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2025

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

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

PRODUCER EIIA 200 S. Wacker Ste. 1325 Chicago, IL 60606 USA	312-648-0914	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: adminservices@eii.org	FAX (A/C, No):
INSURED Dakota Wesleyan University 1200 West University Avenue Mitchell, SD 57301-4398 USA		INSURER(S) AFFORDING COVERAGE INSURER A: COLLEGE RRG INC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 13613	

COVERAGES**CERTIFICATE NUMBER: 752200282****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC			GL090125	09/01/25	09/01/26	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Evidence of General Liability maintained by the above Insured Institution for: Its activities & operations during the policy term; Obligations of the Insured under a lease or rental contract; Use of facilities by the insured during the policy term; Students in practicum while participating w/in the scope of their curriculum requirements & assignments; Contractual Liability; Additional Insured status as required by written contract. If named specifically in the Description of Operations the certificate holder is named as Additional Insured as required by written contract.

RE: DWU Blue & White Days Parade & 5k Run- Saturday, October 12, 2024

CERTIFICATE HOLDER**CANCELLATION**

City of Mitchell 612 N. Main St. MITCHELL, SD 57301 USA	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 Dave Dietz
--	---

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Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$2 Million per occurrence and \$4 Million aggregate. Lloyd's of London (AM Best Rating A XV) supports College Risk Retention Group, Inc. as the reinsurer. Also, College Risk Retention Group, Inc. is the insurer for the excess liability insurer for \$5 Million per occurrence and \$5 Million aggregate. Everest Re (AM Best Rating A XV) supports College Risk Retention Group, Inc. as the reinsurer.

As you may be unfamiliar with evidence of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. Following is the contact information:

Educational & Institutional Insurance Administrators, Inc.
200 S. Wacker Drive, Suite 1325
Chicago, IL 60606
(800) 537-8410
Email: adminservices@eiia.org

Financial Ratings:
Lloyd's of London - AM Best Rating - A XV
Everest Re - AM Best Rating - A+ XV



Streamlined Sales and Use Tax Certificate of Exemption

The purchaser is responsible for ensuring it is eligible for the exemption in the state it is claiming the tax exemption from. Check with the state for exemption information and requirements. The purchaser is liable for any tax and interest, and possible civil and criminal penalties imposed by the state, if the purchaser is not eligible to claim this exemption.

1. ☐ Check if this certificate is for a single purchase. Enter the related invoice/purchase order # _____

Print or type	A. Purchaser's name Dakota Wesleyan University		Phone number 605-995-2600			
	B. Business address 1200 W University Ave		City Mitchell	State SD	Country United	Zip code 57301
	C. Name of seller from whom you are purchasing, leasing or renting					
	D. Seller's address		City	State	Country	Zip code

3. Purchaser's type of business. Check the number that best describes your business.

- | | | | |
|--|---|--|---|
| ☐ 01 Accommodation & food services | ☐ 05 Information, publishing, & communications | ☐ 11 Transportation & warehousing | ☐ 16 Education & health-care services |
| ☐ 02 Agricultural, forestry, fishing, hunting | ☐ 06 Manufacturing | ☐ 12 Utilities | ☒ 17 Nonprofit organization |
| ☐ 03 Construction | ☐ 07 Mining | ☐ 13 Wholesale trade | ☐ 18 Government |
| ☐ 04 Finance & insurance | ☐ 08 Real estate | ☐ 14 Business services | ☐ 19 Not a business |
| | ☐ 09 Rental & leasing | ☐ 15 Professional services | ☐ 20 Other (explain): |
| | ☐ 10 Retail trade | | |

4. Reason for exemption. Reason for Exemption (Check the box that best identifies)

- | | |
|--|---|
| ☐ A Federal government (department): _____ | ☐ G Resale: _____ |
| ☐ B State or local government (name): <u>SD</u> | ☐ H Agricultural production: _____ |
| ☐ C Tribal government (name): _____ | ☐ I Industrial production/manufacturing (does not apply in SD) |
| ☐ D Foreign diplomat (#): _____ | ☐ J Direct pay permit: _____ |
| ☐ E Charitable organization: <u>Dakota Wesleyan</u> | ☐ K Direct mail: _____ |
| ☐ F Religious organization (does not apply in SD) | ☐ L Other (explain): _____ |
| *See instructions on back (page 2) | ☒ M Educational organization: _____ |

5. Identification (ID) number: Enter the ID number as required in the instructions for each state in which you are claiming an exemption. If claiming multiple exemption reasons, enter the letters identifying each reason as listed in Section 4 for each state.

ID Number	State/Country	Reason	ID Number	State/Country	Reason
AR			NV		
GA			OH		
IA			OK		
IN			RI		
KS			SD	1014-2666-ST	SD M
KY			TN		
MI			UT		
MN			VT		
NC			WA		
ND			WI		
NE			WV		
NJ			WY		

6. I declare that the information on this certificate is correct and complete to the best of my knowledge and belief.

Signature of authorized purchaser

Print Name

Title

Date

Jodi Landgaard

Jodi Landgaard

VP of Finance & Admin

07-08-2025

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: Requested By:

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	September 2, 2025	Requested By:	Elizabeth Kitchens
Desired Action of City Council:	Volunteer List		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Volunteer List		
Explanation/Background of Agenda Item Requested:	Jerry Weber Dan DeMaranville Cameron Puepke Todd Allen Ross Cimpl Shaun Davis Kyle Miskimins Eric Zilla Neil Hardy Cody Ehlke Luke Norden Dave Thompson Jeff Sand Doug Symes Esten Schlimgen Tylor Sanderson Addison Ellis Elly Clement Kelly Cordier Jenna Marler Stan Nielsen Teresa Villmow Kristina Ymker Karli Marts Dwight Brenner Andi Paul Kaytlin Adams		

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:	September 2, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Set Date 6:00 PM, September 15, 2025 for Public Hearing on Assessment Roll for Collection of Special Assessment Rolls for 2024 Construction Projects and 2024 Nuisance Abatements.		
Explanation/Background of Agenda Item Requested:	This is to set the date for September 15th, 2025 at 6:00 PM in Council Chambers of City Hall to hold a public hearing for the 2025 Collection Hearing for: 2024 Construction Projects and 2024 Nuisance Abatements. Notices will be sent out to all property owners affected. Some of the property owners have already made payments to the Finance Office.		

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:	September 2, 2025	Requested By:	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Set Date September 15, 2025 for Hearing and Action on the following Alcohol License Applications a. The Crown & Eye Culinary Company dba The Green Room, 623 South Sanborn Blvd for a new Retail (on-off sale) Wine and Cider License (Video lottery is not included) b. The Crown & Eye Culinary Company dba The Green Room, 623 South Sanborn Blvd for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)		
Explanation/Background of Agenda Item Requested:			

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

The Crown & Eye
Culinary Company
Anne Dailey
&
Katley Shroyer

Owner's Telephone #: *605 999 9027*
605 630 3525

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.

B. Business Name and Address

The Green Room
623 S Sanborn

Business Telephone #: *605 999 9027 (Anne)*
605 630 3525 (Katley)

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

County: *DAWSON*

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

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

D. Legal description of licensed premise:

623 S SANBORN BLVD
5 1/2 LT 4 & ALL LT 5 EX S 3 OF N 11
OFF E 2 1/2 ALL LT 6 BLK 15 VAN ERS
1ST ADDN - SE

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

E. State Sales Tax Number _____

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

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

Date *8/18/2025* Print Name *Anne E. Dailey* Signature *Anne E. Dailey*

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

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

Name of corporation/partnership/LP LLC The Crown & Edge Culinary Company dba The Green Room

Address of office and principal place of business of corporation/partnership/LP/LLC 623 S. Sauborn Blvd 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
Anne Dailey		40751 247th Ave Mitchell	Interior Designer
Kathy Shroyer		25286 Barber Place Mitchell	

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

Name
N/A

Type of License, License Number, Financial Interest Held, and Address of Business Location

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc? The Crown & Edge Culinary Company LLC, dba The Green Room 623 S. Sauborn Blvd 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

Anne E. Dailey
Kathy Shroyer

August 18, 2025
August 18, 2025

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Anne Daitley
Kathy Shroyer
The Crown & Culinary Company

Owner's Telephone #: 605 999 9027

605 630 3565

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.

B. Business Name and Address

The Green Room
423 S. Sanborn Blvd
Mitchell SD 57301

Business Telephone #: 605 999 9027

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

County: DAWSON

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

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

D. Legal description of licensed premise:

423 S. SANBORN BLVD
5 1/2 LT 4 & ALL LT 5 EX 53' OF N 11'
CF E 2' & ALL LT 6 BLK 15 VAN EPS
1st ADDN-SE

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

E. State Sales Tax Number _____

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

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

Date 8/16/2025 Print Name Anne E. Daitley Signature Anne E. Daitley

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____, Pub. 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 location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

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

Name of corporation/partnership/LP LLC The Crown & Egg Culinary Company dba The Green Room

Address of office and principal place of business of corporation/partnership/LP/LLC 623 S. Sanborn Blvd 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
Anne Dailey		40751 24th Ave Mitchell	Interior Designer
Kathy Shroyer		25286 Barber Place Mitchell	

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? The Crown & Egg Culinary Company dba The Green Room

623 S. Sanborn Blvd 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

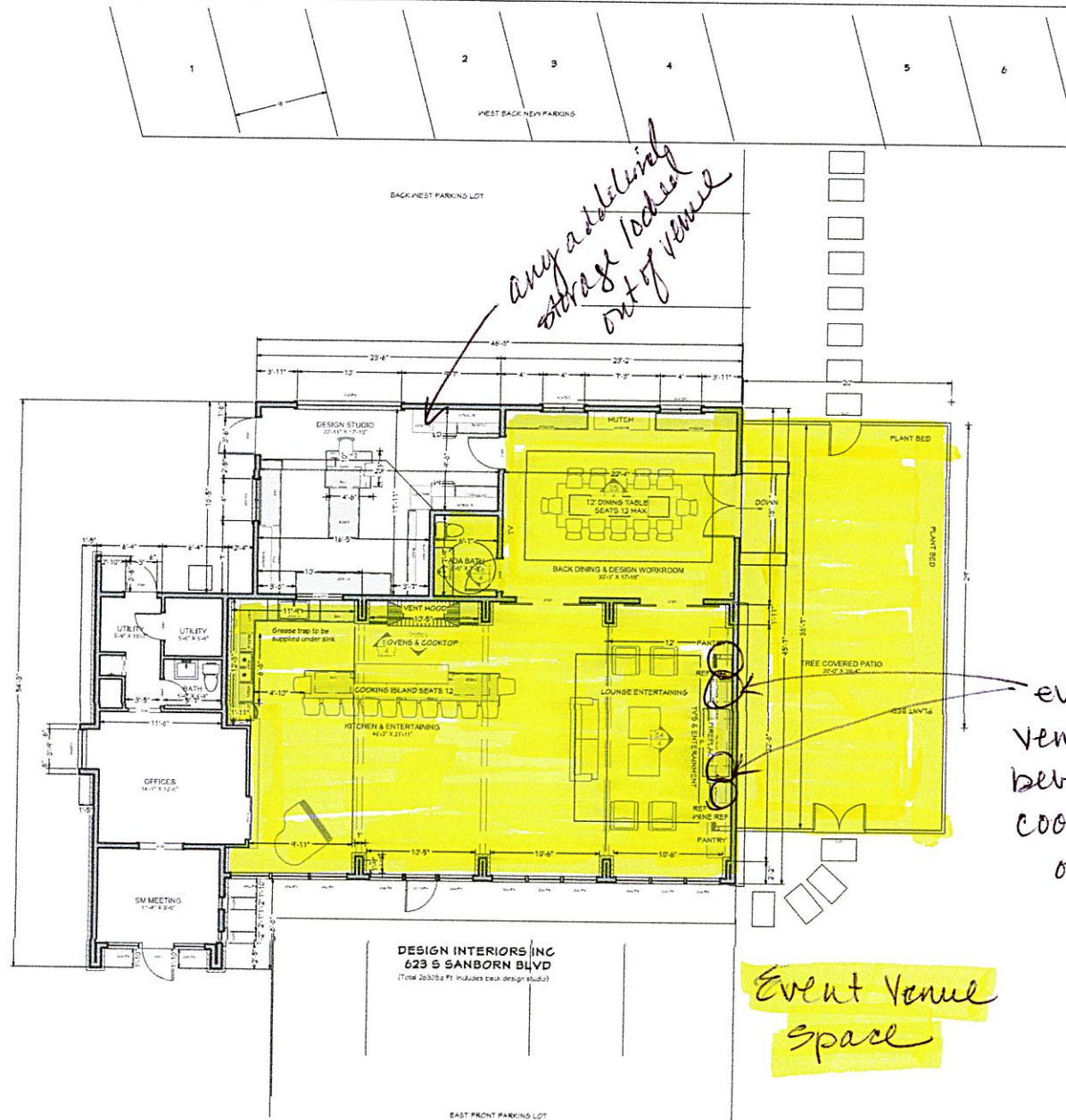
Date

Anne Dailey

Aug 18, 2025

Kathy Shroyer

Aug 18, 2025



Anne Daley
design
interiors, inc.
605 999 9021
Mitchell, SD 57301
anne@annedailey.com
www.annedailey.com

****ALL CONTRACTORS MUST CONFIRM TO BE WORKING WITH MOST RECENT DRAWING SET****
PRIOR TO COMMENCING CONSTRUCTION, ALL SUBJECT CONTRACTORS AND SUPPLIERS SHALL VERIFY ALL CONDITIONS, DIMENSIONS, AND DETAILS IN THE INCLUDED DRAWINGS AND ARE SOLELY RESPONSIBLE THEREAFTER. PLEASE NOTIFY THE DESIGNER OF ANY DIMENSIONAL ERRORS, OMISSIONS OR DISCREPANCIES FOR PLAN CORRECTIONS/REVISIONS AS NEEDED. DESIGN INTERIORS, INC. DOES NOT PROVIDE ARCHITECTURAL OR ENGINEERING SERVICES, THUS ALL STRUCTURAL NEEDS ARE TO BE PROVIDED BY THE BUILDER AND HIS SUPPLIERS. DESIGN INTERIORS INC. IS NOT LIABLE FOR CONSTRUCTION CHANGES OR ERRORS. THESE PLANS HAVE BEEN CUSTOMER CREATED AND ARE THE PROPERTY OF DESIGN INTERIORS INC AND THE HOME OWNER & THEY MAY NOT BE REPRODUCED FOR OTHERS WITHOUT CONSENT.
To the best of Design Interiors Inc's knowledge, these plans have been drawn in compliance with owner's approved decisions and approved specifications. Any changes made to the project after final prints have been issued will be the owner's and/or builder's responsibility. While every effort has been made to ensure the accuracy of this plan to avoid mistakes, we cannot guarantee against human error. In order for the design and aesthetics to be fulfilled or revised as desired, the designer needs to be consulted during the project as needed.

REVISION DATES:
8/1/2025
**THE GREEN ROOM
EVENT VENUE**
623 S SANBORN BLVD



August 20, 2025

TO: MAYOR & CITY COUNCIL

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

Howes Oil Company Inc.

On Road Diesel- #2	2900	2900	\$2.6965	\$7,819.85*
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4600	4600	\$2.4215	\$11,138.90*
Total:				\$18,958.75*

Vollan Oil

On Road Diesel- #2	2900	2900	\$2.705	\$7,844.50
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4600	4600	\$2.4464	\$11,253.44
Total:				\$19,097.94

Howes 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

PAY ESTIMATES FOR SEPTEMBER 2, 2025

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#61	\$ 13,437.25	\$ 1,524,051.09	\$ 1,628,242.34
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase II	#PH2-42	\$ 10,457.00	\$ 767,499.45	\$ 767,500.00
Infrastructure Design Group	#2021-25 Livesay Lane Utility/Infrast. Improv.	#20	\$ 317.00	\$ 217,548.25	\$ 219,386.00
GeoTek Engineering & Testing	#2021-31 North WWTP Improvements	#17	\$ 5,052.50	\$ 91,301.15	
SPN & Associates	#2021-45 Highway #37 Utility -Water	#51	\$ 13,713.73		
SPN & Associates	#2021-45 Highway #37 Utility -Sewer	#52	\$ 4,347.66	\$ 213,553.27	\$ 280,000.00
Michels Road & Stone Inc.	#2021-45 North Hwy #37 Utility Improvements	#10	\$ 211,157.06	\$ 2,750,789.21	\$ 3,693,834.61
Halme, Inc.	#2022-3 23rd & Ohlman Lift Station Replacement	#8	\$ 132,809.00	\$ 1,497,905.33	\$ 1,599,142.00
SPN & Associates	#2022-3 23rd & Ohlman Lift Station Replacement	#24	\$ 4,916.27	\$ 86,305.16	\$ 112,500.00
HR Green Inc.	#2022-8 1st & Main/7th & Main Signals	#25	\$ 296.00	\$ 89,397.78	\$ 155,456.40
Rexwinkel Construction	#2023-14 Hitchcock Pickle Ball Courts	#4	\$ 100,801.35	\$ 325,668.28	\$ 399,001.10
SPN & Associates	#2023-14 Hitchcock Pickle Ball Courts	#16	\$ 3,393.95	\$ 54,436.22	\$ 62,500.00
Halme Inc.	#2023-16 Ohlman & S. Harmon Lift Station	#8	\$ 90,499.54	\$ 1,243,256.13	\$ 1,280,840.66
SPN & Associates	#2023-16 Ohlman & S. Harmon Lift Station	#23	\$ 2,396.42	\$ 70,517.27	\$ 96,900.00
Schoenfelder Construction, Inc.	#2023-21 2nd & 4th Main Streetscapes	#4	\$ 112,805.41	\$ 534,252.76	\$ 959,898.31
Brosz Engineering	#2023-23 West End Bridge (BIG Grant)	#11	\$ 1,327.50	\$ 35,047.50	\$ 49,400.00
AES2	#2024-37 Mitchell Water Distribution System Model	#11	\$ 358.50	\$ 20,082.50	\$ 30,000.00
SPN & Associates	#2025-1 North Ohlman 23rd to Kemper	#7	\$ 35,511.54	\$ 113,663.42	\$ 245,000.00
SPN & Associates	#2025-6 1st Avenue - Burr to Foster	#7	\$ 5,109.33	\$ 84,603.63	\$ 265,000.00
Transource Truck & Equip	#2025-21 Sheepsfoot Soil Compactor	#1	\$ 136,693.00	\$ 136,693.00	\$ 136,693.00
SPN & Associates	#2025-23 Cadwell Park Infield Improvements	#6	\$ 4,498.75	\$ 15,875.49	\$ 33,000.00
SPN & Associates	#2025-34 Hitchcock Tennis Courts Recon&Lighting	#2	\$ 2,035.00	\$ 4,330.40	\$ 52,700.00
	TOTALS		\$ 891,933.76	\$ 9,876,777.29	\$ 12,066,994.42

Prepared by Deb Hanson-Sudbeck

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03498	COLUMN SOFTWARE PBC					
		I-3588215-0234	101-41110-42300	LEGAL PUBLICA NOTICE OF HEARING	208118	21.71
		I-35882B15-0235	101-41110-42300	LEGAL PUBLICA REGULAR MEETING MINUTES	208118	286.53
		I-35882B15-0236	101-41110-42300	LEGAL PUBLICA STULTS NOTICE OF HEARING	208118	13.64
DEPARTMENT 1110 CITY COUNCIL						TOTAL: 321.88

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0231	101-41420-42630	SURPLUS AUCTI CP CHAIRS NOTICE TO BID	208118	37.40
DEPARTMENT 1420 FINANCE						TOTAL: 37.40

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00124678-00	101-41440-42231	EMPLOYEE PHYS PHYSICALS	208097	391.00
01-08900	THOMAS L PRICE INC					
		I-08122025	101-41440-42231	EMPLOYEE PHYS MPD PSYCHOLOGICAL SCREENING	208213	350.00
01-09056	AMG-AVERA OCCUPATIONAL					
		I-00124371-00	101-41440-42231	EMPLOYEE PHYS LABS	208095	37.70
		I-00124556-00	101-41440-42231	EMPLOYEE PHYS LABS	208095	75.40
DEPARTMENT 1440 HUMAN RESOURCES					TOTAL:	854.10

PACKET : 07466 07467 07468
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01450	MUTH ELECTRIC INC					
		I-802667	101-41920-42520	REPAIR-CITY H OUTLET REPAIR IN COUNCIL CHAMB	208174	582.07
01-08281	VESTIS					
		I-6380305666	101-41920-42520	REPAIR-CITY H MAT CLEANING	208221	66.84
01-09703	AMAZON CAPITAL SERVICES					
		I-1GM1-VPJ3-9PTG	101-41920-42620	SUPPLIES-CITY DIMMER LIGHT SWITCH	208092	79.19
DEPARTMENT 1920 MUNICIPAL BUILDINGS						TOTAL: 728.10

PACKET : 07466 07467 07468

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-2279-5471	101-41935-42615	POSTAGE POSTAGE 08.01-15.2025	208195	254.44
		I-627078	101-41935-42615	POSTAGE FLATS POSTAGE 08.01-15.2025	208195	5.40
01-05195	A & B BUSINESS SOLUTION					
		I-IN1288683	101-41935-42250	MANAGED PRINT CT9857-02 MONTHLY PAYMENT	208088	4,694.51
01-09703	AMAZON CAPITAL SERVICES					
		I-1FND-67FR-QNPT	101-41935-42600	SUPPLIES MAIN ST CAMERAS SOLAR POWER	208092	400.85
		I-1PQL-T94C-4TGG	101-41935-42600	SUPPLIES MAIN ST CAMERAS ADAPTERS,GIGAB	208092	306.40
01-09769	N-ABLE TECHNOLOGIES LTD					
		I-4645633	101-41935-42920	COMPUTER SOFT JULY 2025 DATA BACKUP	208175	105.60
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						5,767.20

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02880	THUNE TRUE VALUE & APPL					
	I-A601516	101-42110-42600	SUPPLIES	KEYS	208214	11.96
01-03126	LIGHT & SIREN					
	I-17412	101-42110-43400	MACHINERY AND LIGHTS		208158	8,627.28
01-08252	CORPORATE TRANSLATION S					
	I-308371	101-42110-42200	PROFESSIONAL	JULY 2025 TRANSLATION SERVICE	208154	213.53
01-08281	VESTIS					
	I-6380306541	101-42110-42200	PROFESSIONAL	MAT CLEANING	208221	78.78
01-09349	HOWES OIL CO					
	I-360679	101-42110-42610	GAS OIL TIRES UNLEADED GAS		208142	5,095.12
	I-361239	101-42110-42610	GAS OIL TIRES OFF ROAD FUEL #2		208142	80.30
DEPARTMENT 2110 POLICE DEPARTMENT					TOTAL:	14,106.97

PACKET : 07466 07467 07468
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01450	MUTH ELECTRIC INC					
		I-802669	101-42130-42535	LIGHT MAINTEN REPLACE BAD FUSE,TROUBLESHOOT	208174	122.11
01-01830	NORTHWESTERN ENERGY					
		I-2579139-3.08.25	101-42130-42810	UTILITIES-TRA 901 N MINNESOTA ST	208181	15.10
		I-2579461-1.08.25	101-42130-42810	UTILITIES-TRA N SANBORN AND 12TH AVE	208181	65.10
		I-2580311-5.08.25	101-42130-42810	UTILITIES-TRA 1204 N KIMBALL ST	208181	12.37
		I-2580312-3.08.25	101-42130-42810	UTILITIES-TRA N MAIN AND 12TH AVE	208181	55.14
		I-2580491-5.08.25	101-42130-42810	UTILITIES-TRA 1403 N KIMBALL ST	208181	12.00
		I-2581250-4.08.25	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	208181	26.96
		I-2581252-0.08.25	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	208181	29.89
		I-2581521-8.08.25	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	208181	96.70
		I-2719916-5.08.25	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE EMERGENCY SR	208181	26.97
		I-2943370-3.08.25	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR TRAFFIC S	208181	68.62
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-8564-0	101-42130-42545	PAINT SNAP	208203	37.80
01-02880	THUNE TRUE VALUE & APPL					
		I-A598623	101-42130-42600	SUPPLIES GARBAGE BAGS	208214	9.99
01-08010	METTLER IMPLEMENT INC-M					
		I-83817	101-42130-42610	GAS, OIL, TIR VALVE GASKET COVER,BALL JOINTS	208164	254.44
		I-83817	101-42130-42500	REPAIRS VALVE GASKET COVER,BALL JOINTS	208164	946.48
01-08524	HR GREEN INC					
		I-2022-8 P.E. #25	101-42130-43343	7TH & 1ST INT 2022-8 P.E. #25	208143	296.00
01-09349	HOWES OIL CO					
		I-360679	101-42130-42610	GAS, OIL, TIR UNLEADED GAS	208142	404.58
DEPARTMENT 2130 TRAFFIC DEPARTMENT					TOTAL:	2,480.25

PACKET : 07466 07467 07468

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
01-00809	GALLS LLC					
		I-032184845	101-42200-42640	UNIFORMS PANTS,SHIRTS	208134	1,081.14
		I-032220710	101-42200-42640	UNIFORMS PANTS	208134	103.91
		I-032238817	101-42200-42640	UNIFORMS SHIRT,PANTS	208134	209.98
01-01824	BRENDAN J POORE					
		I-08162025	101-42200-42700	TRAVEL, CONF PIERRE DIVE TRNG-MEALS,MILEAGE	208191	221.06
01-03267	WALMART/CAPITAL ONE					
		I-8940.08072025	101-42200-42600	SUPPLIES COFFEE	208222	115.44
01-04021	HUNTER LEHMANN					
		I-08142025	101-42200-42700	TRAVEL, CONF PIERRE DIVE TRNG-MEALS REIMB	208157	102.00
01-05276	M & T FIRE AND SAFETY I					
		I-14904	101-42200-42500	REPAIR & MAIN REGULATORS	208159	222.41
		I-14915	101-42200-42600	SUPPLIES FIRE HOSES,KEYS	208159	4,848.15
01-09349	HOWES OIL CO					
		I-360679	101-42200-42610	GAS & OIL UNLEADED GAS	208142	161.90
		I-360679	101-42200-42610	GAS & OIL UNLEADED GAS	208142	44.21
		I-361239	101-42200-42610	GAS & OIL OFF ROAD FUEL #2	208142	556.23
01-09460	MATT GEIDEL					
		I-08142025	101-42200-42700	TRAVEL, CONF PIERRE DIVE TRANING-MEALS REIM	208135	102.00
01-10398	TRISTIAN JOHNSON					
		I-08142025	101-42200-42700	TRAVEL, CONF PIERRE DIVE TRNG-MEALS,FUEL RE	208151	102.00
		I-08142025	101-42200-42610	GAS & OIL PIERRE DIVE TRNG-MEALS,FUEL RE	208151	46.30
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	7,916.73

08/28/2025 8:50 AM
 PACKET : 07466 07467 07468
 VENDOR SET: Mult
 FUND : 101 GENERAL
 DEPARTMENT: 3100 STREET DEPARTMENT
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00130	DAVISON COUNTY TREASURE					
		I-08132025	101-43100-43602	STREET SWEEPE 2020 TYMCO SWEEPER TITLE,PLATE	208124	26.70
01-00712	NAPA CENTRAL					
		I-818182	101-43100-42500	REPAIRS SILICONE	208177	10.17
	PROJ: L25-42500	127		REPAIRS MAINTENANCE		
01-01117	FLEETPRIDE					
		I-127587868	101-43100-42500	REPAIRS TRAP BREATHER	208132	77.83
	PROJ: L05-42500	104		REPAIR MAINTENANCE		
01-01130	KIMBALL MIDWEST					
		I-103643616	101-43100-42600	SUPPLIES ERADICATOR,RELEASE SET,TOOLS	208153	212.48
01-01199	STURDEVANTS AUTO VALUE					
		I-815060839	101-43100-42600	SUPPLIES WIPER BLADES	208209	23.99
	PROJ: L56-42600	160		SUPPLIES MATERIALS		
		I-815060839	101-43100-42600	SUPPLIES WIPER BLADES	208209	23.99
	PROJ: L11-42600	108		SUPPLIES MATERIALS		
		I-815060839	101-43100-42600	SUPPLIES WIPER BLADES	208209	47.98
	PROJ: L05-42600	104		SUPPLIES MATERIALS		
		I-815061239	101-43100-42600	SUPPLIES CABIN AIR FILTER,COIL CLEANER	208209	57.01
	PROJ: L72-42600	904		SUPPLIES MATERIALS		
01-01490	MUELLER LUMBER CO. INC.					
		I-303167	101-43100-42600	SUPPLIES CAUTION TAPE	208173	11.04
01-01830	NORTHWESTERN ENERGY					
		I-2576521-5.08.25	101-43100-42800	UTILITIES 1405 W 8TH AVE	208181	911.24
01-02418	SANITATION PRODUCTS INC					
		I-93917	101-43100-42500	REPAIRS DEFLECTOR	208200	1,475.83
	PROJ: L10-42500	106		REPAIR MAINTENANCE		
01-02679	MENARD'S INC					
		I-91508	101-43100-42500	REPAIRS MINI LIGHT BAR	208162	54.99
	PROJ: L68-42500	521		REPAIR MAINTENANCE		
01-03099	LAWSON PRODUCTS INC					
		I-9312715797	101-43100-42600	SUPPLIES BRAKE PARTS,BRAKE CLEANER	208156	227.98
01-03884	COMMERCIAL ASPHALT					
		I-0022130-IN	101-43100-42620	ASPHALT MIX HOT MIX	208119	1,464.38
		I-0022169-IN	101-43100-42620	ASPHALT MIX HOT MIX	208119	1,207.42
01-07100	JASON TUTTLE					
		I-08212025	101-43100-42600	SUPPLIES CDL TANKER ENDORSEMENT REIMB	208219	63.00
01-08339	I-STATE TRUCK CENTER					

PACKET : 07466 07467 07468

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
=====						
01-08339	I-STATE TRUCK CENTER	continued				
		I-C261390151:01	101-43100-42500	REPAIRS GASKETS, SENSORS, VALVES, COOLER	208144	4,056.92
	PROJ: L25-42500	127		REPAIRS MAINTENANCE		
		I-C261390151:02	101-43100-42500	REPAIRS VALVE GASKET	208144	45.56
	PROJ: L25-42500	127		REPAIRS MAINTENANCE		
01-09349	HOWES OIL CO					
		I-360679	101-43100-42610	GAS UNLEADED GAS	208142	1,099.90
		I-361239	101-43100-42610	GAS OFF ROAD FUEL #2	208142	7,286.70
		I-361239	101-43100-42610	GAS OFF ROAD FUEL #2	208142	911.37
01-09512	ENVIRONMENTAL EQUIPMENT					
		I-25265	101-43100-42500	REPAIRS SEGMENTED STEEL GUTTER BROOMS	208129	788.92
	PROJ: LL9-42500	2020 TYMCO 500X SWEEPER		REPAIR & MAINTENANCE		
01-09703	AMAZON CAPITAL SERVICES					
		I-16F1-CW16-N3DT	101-43100-42600	SUPPLIES LABEL MARKER	208092	114.87
01-09817	LUKE NAGEL					
		I-08222025	101-43100-42600	SUPPLIES TANKER FUEL REIMBURSED	208176	65.00
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	20,265.27

PACKET : 07466 07467 07468

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
01-02880	THUNE TRUE VALUE & APPL					
		I-A598862	101-43110-42600	SUPPLIES NEON TWINE	208214	21.99
		I-B307929	101-43110-42600	SUPPLIES FLEX HANDLE	208214	22.99
01-03114	SUBWAY					
		I-2/A-691764	101-43110-42750	PLANNING COMM 08.25.25 PLANNING COMM MEALS	208210	71.92
01-04352	UPS STORE #4227					
		I-08212025	101-43110-42600	SUPPLIES SHIPPING CHARGE	208220	14.14
01-08314	INTERNATIONAL CODE COUN					
		I-Q15.000034311	101-43110-42700	TRAVEL CONF D ANNUAL GOVERNMENTAL MEMBERSHIP	208149	170.00
01-09349	HOWES OIL CO					
		I-360679	101-43110-42610	GAS UNLEADED GAS	208142	694.92
01-09703	AMAZON CAPITAL SERVICES					
		I-1LJ7-6FDY-4QQX	101-43110-42600	SUPPLIES PACKING TAPE,COLORED CLIPS	208092	48.21
		I-1NP3-VWJP-QCWD	101-43110-42600	SUPPLIES POP UP,WALL CALENDARS	208092	35.95
		I-1VH1-XTPT-DF1M	101-43110-42500	REPAIRS WALL FAN	208092	79.99
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	1,160.11

PACKET : 07466 07467 07468

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
01-00210	BAILEY METAL FABRICATOR					
		I-65375	101-43120-42521	SIDEWALK CONS SANBORN/BIRCH RAILING	208099	1,625.00
01-00424	RUNNINGS SUPPLY INC					
		I-2116133	101-43120-42680	CHIP SEAL ASP SPRAYER TRIGGER,HANDHELD	208198	38.98
01-00430	JEBRO INC					
		I-305687	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	208150	13,555.71
		I-305948	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	208150	13,481.58
		I-306123	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	208150	13,386.27
		I-306239	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	208150	14,868.92
		I-306317	101-43120-42680	CHIP SEAL ASP LIQUID ASPHALT	208150	10,537.17
01-02480	SPN & ASSOCIATES					
		I-36635	101-43120-42521	SIDEWALK CONS 1300 N KIMBALL MHE	208205	333.75
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-21 P.E. #4	101-43120-43300	STREET OVERLA 2023-21 P.E. #4	208201	43,994.11
01-02679	MENARD'S INC					
		I-91740A	101-43120-42670	CHIP SEAL AGG SPRAYER, SOAP,BALL VALVES	208162	230.58
01-02880	THUNE TRUE VALUE & APPL					
		I-B306132	101-43120-42521	SIDEWALK CONS CONCRETE BLOCK PAINT	208214	55.98
		I-B306249	101-43120-42521	SIDEWALK CONS CONCRETE BLOCK PAINT	208214	30.98
		I-B306399	101-43120-42521	SIDEWALK CONS CONCRETE BLOCK PAINT	208214	26.09
01-06294	BROSZ ENGINEERING INC					
		I-2023-23 P.E. #11	101-43120-43312	WEST END BRID 2023-23 P.E. #11	208105	1,327.50
01-07709	TAYLOR CONCRETE CONSTRU					
		I-08202025	101-43120-42521	SIDEWALK CONS CONCRETE WORK	208211	3,625.32
01-09703	AMAZON CAPITAL SERVICES					
		I-1HGN-XH7Q-9FGG	101-43120-42680	CHIP SEAL ASP ISOPROPYL ALCOHOL	208092	137.80
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						117,255.74

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00236	BENDER SEWER & DRAIN LL					
		I-37809	101-43150-43343	2ND, 4TH, & R 4TH & MAIN STORM SEWER ISSUES	208103	4,155.00
		I-37855	101-43150-43343	2ND, 4TH, & R REMOVE GRAVEL FROM STORM DRAIN	208103	1,810.00
01-01830	NORTHWESTERN ENERGY					
		I-3288018-9.08.25	101-43150-42800	UTILITIES CABELA DR	208181	53.67
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-21 P.E. #4	101-43150-43343	2ND, 4TH, & R 2023-21 P.E. #4	208201	30,457.46
DEPARTMENT 3150 STORM DRAINAGE					TOTAL:	36,476.13

01/28/2025 8:50 AM
PACKET : 07466 07467 07468
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS FARMERS ALLIANCE					
		I-IG3102	101-43700-42610	GAS & FUEL GOLF MAINT UNLEADED GAS	208114	1,348.34
01-00712	NAPA CENTRAL					
		C-818293	101-43700-42600	SUPPLIES & MA RETURNED SERP BELT	208177	40.56-
		I-818143	101-43700-42600	SUPPLIES & MA FHP BELT	208177	11.27
		I-818289	101-43700-42600	SUPPLIES & MA SERPENTINE BELT	208177	40.56
01-01199	STURDEVANTS AUTO VALUE					
		I-815061241	101-43700-42600	SUPPLIES & MA PREMIUM AUTOMOTIVE	208209	56.99
		I-815061674	101-43700-42600	SUPPLIES & MA BATTERY	208209	99.94
01-01355	MIDWEST TURF & IRRIGATI					
		I-3955129-00	101-43700-42600	SUPPLIES & MA SEAL KIT	208168	102.11
01-01490	MUELLER LUMBER CO. INC.					
		I-303207	101-43700-42600	SUPPLIES & MA MASONRY BITS	208173	53.52
01-02679	MENARD'S INC					
		I-91890A	101-43700-42600	SUPPLIES & MA FOUNDATIONS	208162	49.00
01-02880	THUNE TRUE VALUE & APPL					
		I-B307663	101-43700-42600	SUPPLIES & MA STAKEFLAG	208214	16.00
01-08281	VESTIS					
		I-6380307708	101-43700-42600	SUPPLIES & MA MAT CLEANING	208221	33.26
01-09058	SITEONE LANDSCAPE SUPPL					
		I-157015802-001	101-43700-42602	CHEMICALS LIQUID GROWTH REGULATOR,HERB	208204	1,269.88
				DEPARTMENT 3700 CEMETERY	TOTAL:	3,040.31

PACKET : 07466 07467 07468

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
01-00553	DEMCO INC					
		I-7686319	101-45500-42600	SUPPLIES & MA BOOK TAPE, LABELS	208125	229.16
01-01015	INGRAM LIBRARY SERVICES					
		I-88809982	101-45500-43420	BOOKS BOOKS	208146	29.23
		I-89594837	101-45500-43420	BOOKS BOOKS	208146	684.47
		I-89612127	101-45500-43420	BOOKS BOOKS	208146	167.33
		I-89650251	101-45500-43420	BOOKS BOOKS	208146	305.90
		I-89672612	101-45500-43420	BOOKS BOOKS	208146	78.60
		I-89672613	101-45500-43420	BOOKS BOOK	208146	27.00
		I-89705496	101-45500-43420	BOOKS BOOKS	208146	39.59
		I-89764778	101-45500-43420	BOOKS BOOKS	208146	241.49
		I-89813032	101-45500-43420	BOOKS BOOKS	208146	91.18
		I-89813033	101-45500-43420	BOOKS BOOK	208146	28.79
		I-89843828	101-45500-43420	BOOKS BOOKS	208146	82.94
01-02811	JONES SUPPLIES					
		I-153345	101-45500-42600	SUPPLIES & MA PAPER TOWELS	208152	37.56
		I-153415	101-45500-42600	SUPPLIES & MA PAPER TOWELS	208152	37.56
01-05088	BLACKSTONE PUBLISHING					
		I-2208339	101-45500-43421	AUDIO-VISUAL AUDIOBOOKS	208104	127.96
		I-2208491	101-45500-43421	AUDIO-VISUAL AUDIOBOOK	208104	35.99
01-06583	BAKER & TAYLOR					
		I-2039216883	101-45500-43420	BOOKS CHILDREN'S BOOKS	208100	49.71
01-07827	NORTH DAKOTA LIBRARY AS					
		I-02016	101-45500-42700	TRAVEL, CONF KENKEL-NDLA/SDLA/MPLA CONF REG	208179	225.00
01-08223	OVERDRIVE INC					
		I-02495CO25254031	101-45500-42693	E-BOOKS/AUDIO EBOOKS, EAUDIOBOOKS	208183	311.91
01-08281	VESTIS					
		I-6380307720	101-45500-42600	SUPPLIES & MA MAT CLEANING	208221	70.45
DEPARTMENT 5500 LIBRARY					TOTAL:	2,901.82

FUND 101 GENERAL					TOTAL:	213,312.01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-5471	201-45110-42600	SUPPLIES & MA POSTAGE 08.01-15.2025	208195	0.78
01-00520	HAWKINS INC					
		I-7160670	201-45110-42602	POOL CHEMICAL BLACK DRUM,AZONE,HYDROCHLORIC	208140	2,216.55
	PROJ: J50-CHEM	OUTDOOR AQUATIC CENTER		CHEMICALS		
01-00762	FLOOR TO CEILING STORE					
		I-CG500591	201-45110-42500	REPAIR & MAIN COLOR WHEEL MOSAICS TILE	208133	867.04
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-GENERAL		
01-01450	MUTH ELECTRIC INC					
		I-802422	201-45110-42500	REPAIR & MAIN NEW RETROFIT LED LIGHTS	208174	2,407.00
	PROJ: J50-RM-ELEC	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-ELECTRICAL		
01-02679	MENARD'S INC					
		C-91322	201-45110-42500	REPAIR & MAIN RETURNED FLEXZILLA HOSE	208162	44.99-
	PROJ: J50-RM-BLDG	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-GENERAL BLDG		
		I-89643	201-45110-42500	REPAIR & MAIN CLOROX,FLEXZILLA HOSE	208162	48.95
	PROJ: J50-RM-PLUMB	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-PLUMBING		
		I-91319	201-45110-42500	REPAIR & MAIN FLEXZILLA HOSE	208162	44.99
	PROJ: J50-RM-PLUMB	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-PLUMBING		
		I-91323	201-45110-42500	REPAIR & MAIN FLEXZILLA HOSE	208162	34.99
	PROJ: J50-RM-PLUMB	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-PLUMBING		
01-03267	WALMART/CAPITAL ONE					
		I-8775.08192025	201-45110-42600	SUPPLIES & MA BUG SPRAY	208222	64.80
	PROJ: J51-SM-EQUIP	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-EQUIPMENT		
01-09703	AMAZON CAPITAL SERVICES					
		I-1HQ9-6DDY-KJCV	201-45110-42600	SUPPLIES & MA TENNIS BALLS,MESH BAGS	208092	58.49
	PROJ: J51-SM-EQUIP	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-EQUIPMENT		
DEPARTMENT 5110 RECREATION & AQUATICS					TOTAL:	5,698.60

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00531	PAULSON SHEET METAL INC					
		I-50548	201-45140-43400	CAPITAL EQUIP REC CENTER HEAT PUMP RETRO	208185	3,500.00
01-00752	MITCHELL PLUMBING & HEA					
		I-36855	201-45140-42600	SUPPLIES & MA DIAPHRAGM KIT, TAILPIECE O-RING	208172	37.92
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PLUMBING		
01-01018	AUTOMATIC BUILDING CONT					
		I-182101	201-45140-42500	REPAIR & MAIN ANNUAL FIRE ALARM MONITORING	208096	300.00
	PROJ: J06-RM-BLDG	REC CTR-GENERAL BLDG		REPAIR/MAINT-BUILDING		
01-01145	CLIMATE SYSTEMS INC					
		I-20750	201-45140-42500	REPAIR & MAIN BOTH HEAT PUMP RESETS	208116	160.00
	PROJ: J06-RM-HVAC	REC CTR-GENERAL BLDG		REPAIR/MAINT-HVAC		
01-01370	MITCHELL AREA CHAMBER O					
		I-25271	201-45140-42300	PUBLISHING PALACE PERK BOOK AD-REC CENTER	208170	150.00
	PROJ: J08-GENERAL	REC CTR PUBLISHING		PUBLISHING-GENERAL		
01-02679	MENARD'S INC					
		I-91792	201-45140-42600	SUPPLIES & MA WASTEBASKET, DRILL BITS, WASHERS	208162	115.89
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
01-02840	TESSIERS MECHANICAL CON					
		I-30012914	201-45140-42500	REPAIR & MAIN FITNESS ROOM HEAT PUMP REPAIR	208212	204.00
	PROJ: J06-SM-HVAC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-HVAC		
01-02880	THUNE TRUE VALUE & APPL					
		I-A601962	201-45140-42600	SUPPLIES & MA NUTS, BOLTS	208214	3.30
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
		I-B307741	201-45140-42600	SUPPLIES & MA MISC HARDWARE	208214	6.09
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
01-05434	PLAYTIME LLC					
		I-31518	201-45140-43400	CAPITAL EQUIP RUBBER SAFETY TILE FINAL PYMNT	208190	16,000.00
01-08245	XTREME FIRE PROTECTION					
		I-9011	201-45140-42500	REPAIR & MAIN REPLACE LEAKING FLEX WHIP	208223	505.89
	PROJ: J06-RM-BLDG	REC CTR-GENERAL BLDG		REPAIR/MAINT-BUILDING		
01-09633	STAPLES					
		I-6039691285	201-45140-42600	SUPPLIES & MA LAMINATING POUCHES	208206	18.49
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PLUMBING		
		I-6040385181	201-45140-42600	SUPPLIES & MA FOAM SKIN CLEANSER	208206	104.46
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
DEPARTMENT 5140 RECREATION CENTER					TOTAL:	21,106.04

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-27875	201-45160-42600	SUPPLIES & MA ADHESIVES	208126	33.76
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-29268	201-45160-42600	SUPPLIES & MA HAND TOOL	208126	15.99
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-29511	201-45160-42600	SUPPLIES & MA POWER LOCK,PAINT TRAY,ROLLERS	208126	98.89
	PROJ: H10-42600	MUNROE PARK		SUPPLIES/MATERIALS		
		I-30668	201-45160-42600	SUPPLIES & MA BLADE	208126	14.95
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-30975	201-45160-42600	SUPPLIES & MA PRESSURE GAUGE,BUSHINGS	208126	26.17
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-33892	201-45160-42600	SUPPLIES & MA BRASS KEYS	208126	227.62
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-37036	201-45160-42600	SUPPLIES & MA PAINT TRAY,BIT,RLRJ W4X3	208126	36.11
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
01-00424	RUNNINGS SUPPLY INC					
		I-2117084	201-45160-42600	SUPPLIES & MA BIT SET BLACK OXIDE	208198	69.97
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-2117333	201-45160-42600	SUPPLIES & MA WATER HEATER ELEMENT WRENCH	208198	11.99
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-00839	PIONEER MANUFACTURING C					
		I-INV-261841	201-45160-42600	SUPPLIES & MA BRITE STRIPE WHITE	208189	1,216.65
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815061237	201-45160-42600	SUPPLIES & MA OIL FILTERS	208209	19.51
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-815061543	201-45160-42600	SUPPLIES & MA GL PRIME YELLOW,HD AIR CONSTR	208209	53.65
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-01450	MUTH ELECTRIC INC					
		I-801762	201-45160-43300	CAPITAL IMPRO CADWELL TRENCH DOG PARK,LIGHTS	208174	8,560.00
	PROJ: H12-43300	DOG PARK		IMPROVEMENTS		
		I-802670	201-45160-42500	REPAIR & MAIN TROUBLESHOOT SCOREBOARD,FIX	208174	202.75
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-01490	MUELLER LUMBER CO. INC.					
		C-303104	201-45160-42600	SUPPLIES & MA RETURNED ROLLER COVERS	208173	11.86-
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-303097	201-45160-42600	SUPPLIES & MA ROLLER COVER,FRAME,SCREWS	208173	69.97
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-01819	NORTHWEST PIPE FITTINGS					
		I-467406	201-45160-42600	SUPPLIES & MA SOL ASSEMBLY	208180	332.00
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-471325	201-45160-42600	SUPPLIES & MA COUPLINGS,ELECTRIC VALVE,CLAMP	208180	748.14
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-2579141-9.08.25	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	208181	1,329.51
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S104952794.001	201-45160-42600	SUPPLIES & MA SEWER PIPE	208122	287.55
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-S104956910.001	201-45160-42600	SUPPLIES & MA ELEMENTS	208122	40.06
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-02880	THUNE TRUE VALUE & APPL					
		I-A601584	201-45160-42600	SUPPLIES & MA BATTERIES	208214	58.47
	PROJ: H04-42600	BASEBALL		SUPPLIES/MATERIALS		
		I-A601596	201-45160-42600	SUPPLIES & MA RISER ADAPTER	208214	0.49
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
01-03514	TITAN MACHINERY-APPLICA					
		C-SR0055056-1	201-45160-42600	SUPPLIES & MA RETURNED CAPS	208216	1,303.17-
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-PS0861995-1	201-45160-42600	SUPPLIES & MA CAP ADAPTER WILGER,TIP	208216	37.11
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-PS0862121-1	201-45160-42600	SUPPLIES & MA CAP,CAP ADAPTER WILGER	208216	1,317.57
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-PS0862169-1	201-45160-42600	SUPPLIES & MA TIP/CAP	208216	129.24
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
		I-PS0862652-1	201-45160-42600	SUPPLIES & MA TIP/CAP,GAUGE	208216	153.52
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT		SUPPLIES/MAINTENANCE		
01-07813	AIR DELIGHTS					
		I-IN05505556	201-45160-42600	SUPPLIES & MA RESTROOM PARTITION LATCH	208091	56.39
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-07820	INTEC SERVICES INC					
		I-21446	201-45160-42500	REPAIR & MAIN WOOD POLES INSPECTION,REMEDIAL	208148	27,240.00
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-09349	HOWES OIL CO					
		I-361239	201-45160-42610	GAS & FUEL OFF ROAD FUEL #2	208142	1,492.22
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	42,565.22

PACKET : 07466 07467 07468

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
01-03700	CORE-MARK US LLC					
		C-2215596	201-45165-42610	COST OF GOODS FREEZER BARS RETURNED	208121	13.15-
		I-2197935	201-45165-42610	COST OF GOODS DORITO NACHO	208121	112.60
		I-2235869-700	201-45165-42610	COST OF GOODS BEEF BROTH	208121	200.60
				DEPARTMENT 5165 CADWELL CONCESSIONS	TOTAL:	300.05

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-27972	201-45210-42600	SUPPLIES & MA FUSE	208126	8.99
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-00210	BAILEY METAL FABRICATOR					
		I-65410	201-45210-42500	REPAIR & MAIN TRAILER HINGES REPAIR	208099	63.00
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-5471	201-45210-42600	SUPPLIES & MA POSTAGE 08.01-15.2025	208195	0.78
01-00424	RUNNINGS SUPPLY INC					
		I-2113576	201-45210-42600	SUPPLIES & MA BOLTS	208198	5.68
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
		I-2116429	201-45210-42600	SUPPLIES & MA NAIL PULLER	208198	20.38
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2116448	201-45210-42600	SUPPLIES & MA BRAKE CLEANER,DRIP,PLIERS	208198	48.89
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00532	A-OX WELDING SUPPLY CO					
		I-0000331388	201-45210-42600	SUPPLIES & MA CO2 CYLINDER FILLS	208089	99.90
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-0001465180	201-45210-42600	SUPPLIES & MA SERVICE CHARGE	208089	12.50
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00712	NAPA CENTRAL					
		I-818525	201-45210-42500	REPAIR & MAIN HVAC DEFROST ACTR	208177	30.81
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01036	REXWINKEL CONCRETE INC.					
		I-2023-14 P.E. #4	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #4	208197	100,801.35
01-01117	FLEETPRIDE					
		I-127995506	201-45210-42500	REPAIR & MAIN SPINDLE WASHER	208132	8.39
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815059706	201-45210-42500	REPAIR & MAIN OIL FILTERS	208209	24.81
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815060075	201-45210-42500	REPAIR & MAIN HD OIL FARM	208209	11.58
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-815060838	201-45210-42500	REPAIR & MAIN AIR DOMESTIC,FUEL PUMP,OIL FLT	208209	240.67
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-01787	NORTH CENTRAL SEED CO					
		I-26381	201-45210-42600	SUPPLIES & MA DOUBLE NET STRAW BLANKET	208178	54.50
	PROJ: H82-42600	DOWNTOWN BEAUTIFCATION		SUPPLIES/MATERIALS		
01-01830	NORTHWESTERN ENERGY					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY	continued				
		I-2997129-8.08.25	201-45210-42800	UTILITIES 800 E 11TH AVE	208181	23.16
	PROJ: H60-42800	NORTHBRIDGE PARK		UTILITIES		
01-01944	PFEIFER IMPLEMENT CO IN					
		I-01-198630	201-45210-42500	REPAIR & MAIN SPRING,WASHER,NUT	208187	19.27
	PROJ: H52-42500	FORESTRY		REPAIR/MAINTENANCE		
01-02480	SPN & ASSOCIATES					
		I-2023-14 P.E. #16	201-45210-43300	CAPITAL IMPRO 2023-14 P.E. #16	208205	3,393.95
		I-2025-23 P.E. #6	201-45210-43300	CAPITAL IMPRO 2025-23 P.E. #6	208205	4,498.75
		I-2025-34 P.E. #2	201-45210-42200	PROFESSIONAL 2025-34 P.E. #2	208205	2,035.00
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-0695-6	201-45210-42600	SUPPLIES & MA PAINT	208203	131.85
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-91377A	201-45210-42600	SUPPLIES & MA GORILLA GLUE,CONTACT CEMENT	208162	8.77
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
		I-91431	201-45210-42600	SUPPLIES & MA TOILET SEAT	208162	25.99
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-91484	201-45210-42600	SUPPLIES & MA 60W LIGHT BULBS	208162	6.99
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-91714	201-45210-42600	SUPPLIES & MA CONSTRUCTION SCREWS	208162	46.37
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-91724	201-45210-42600	SUPPLIES & MA GARDEN STAPLES	208162	19.99
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-02804	TMA STORES					
		I-110958	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR	208217	39.33
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
		I-110977	201-45210-42500	REPAIR & MAIN TIRE REPAIRS	208217	623.85
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-09349	HOWES OIL CO					
		I-360679	201-45210-42610	GAS & FUEL UNLEADED GAS	208142	96.23
DEPARTMENT 5210 PARKS					TOTAL:	112,401.73

FUND 201 PARK FUND					TOTAL:	182,071.64

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10410	BARR ENGINEERING CO INC					
		I-2021-20PE#PH2-42	203-45220-43300	LAKE IMPROVEM 2021-20 P.E. #PH2-42	208101	10,457.00
DEPARTMENT 5220 LAKE					TOTAL:	10,457.00

FUND 203 LAKE MITCHELL					TOTAL:	10,457.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-07937	POWER PLAY HOCKEY CLINI					
	I-4246		209-46530-42920	SPORTS AUTHOR 2025 POWERPLAY HOCKEY SKILLS	208192	2,000.00
01-08948	PALACE CITY PEDALERS					
	I-4245		209-46530-42920	SPORTS AUTHOR TOUR DE CORN 2025	208184	2,500.00
DEPARTMENT 6530 BUSINESS IMPROV #4						TOTAL: 4,500.00

FUND 209 BUSINESS IMPROV DIST #4						TOTAL: 4,500.00

8/28/2025 8:50 AM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 25
PACKET : 07466 07467 07468
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
=====						
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0233	213-46311-42950	PUBLICATION C NOH BID NOTICE	208118	620.04
DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:						620.04

FUND 213 BUSINESS IMPROV DIST #3 TOTAL:						620.04

PACKET : 07466 07467 07468

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
=====						
01-08252	CORPORATE TRANSLATION S					
		I-308371	214-43500-42200	PROFESSIONAL JULY 2025 TRANSLATION SERVICE	208154	15.62
01-09703	AMAZON CAPITAL SERVICES					
		I-11X9-6HPV-MW9L	214-43500-42500	REPAIRS & MAI GAMING CORD,CORD	208092	196.83
		I-16FR-GJ1X-4YWH	214-43500-42500	REPAIRS & MAI DISPLAYPORT CABLE	208092	42.98
		I-1LYC-YJTC-MT1Y	214-43500-42500	REPAIRS & MAI CHAIR WHEELS	208092	134.36
DEPARTMENT 3500 E-911						TOTAL: 389.79

FUND 214 E-911 EMERGENCY				TOTAL:		389.79

BUDGET TO USE: CB-CURRENT BUDGET

Page 81 of 222

PACKET : 07466 07467 07468
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5180 JVCC
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02880	THUNE TRUE VALUE & APPL					
	I-B307647		218-45180-42600	SUPPLIES & MA INSECT KILLER	208214	7.99
DEPARTMENT 5180 JVCC						TOTAL: 7.99

FUND 218 COMMUNITY SERVICES				TOTAL:		5,683.92

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08328	JESSICA PICKETT					
		I-08132025	219-45140-42700	TRAVEL, CONFE TRIPP COUNCIL NUTRITION MILEAG	208188	46.90
		I-081325	219-45140-42700	TRAVEL, CONFE PARKSTON COUNCIL NUTRITION-MIL	208188	30.82
		I-8132025	219-45140-42700	TRAVEL, CONFE HUTCHINSON CNTY NUTRITION MILE	208188	65.66
01-09349	HOWES OIL CO					
		I-360679	219-45140-42610	GAS, OIL, TIR UNLEADED GAS	208142	218.60
01-09703	AMAZON CAPITAL SERVICES					
		I-1NQT-P6M7-GHVG	219-45140-42600	SUPPLIES & MA BUSINESS CARD PAPER	208092	49.84
DEPARTMENT 5140 NUTRITION						TOTAL: 411.82

FUND 219 NUTRITION						TOTAL: 411.82

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00436	CHS FARMERS ALLIANCE					
	I-II7044		230-43500-42600	SUPPLIES & MA BUCCANEER PLUS	208114	236.40
01-01457	MIDWEST FIRE & SAFETY					
	I-30013066		230-43500-42500	REPAIR & MAIN AIRPORT FIRE EXTINGUISHER MANT	208167	115.00
01-08130	C & B OPERATIONS LLC					
	I-13377786		230-43500-42500	REPAIR & MAIN CASE/IH RADIATOR	208107	828.36
01-09516	BECHEN ELECTRIC INC					
	I-5402		230-43500-42500	REPAIR & MAIN LIGHTING,POWER OUTAGE REPAIR	208102	146.17
DEPARTMENT 3500 AIRPORT						TOTAL: 1,325.93

FUND 230 AIRPORT						TOTAL: 1,325.93

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01811	INNOVATIVE SYSTEMS					
		I-09022025	310-41000-42999	REIMBURSEMENT REIMB: TID#16-INNOVATIVE SYST	208147	12,893.90
01-02144	DAVISON COUNTY					
		I-09022025	310-41000-42999	REIMBURSEMENT RETURN FUND-TID #6 DISSOLVED	208123	35,069.02
DEPARTMENT 1000 TID #16-INNOVATIVE						TOTAL: 47,962.92

FUND 310 DEBT SERV-TID #16-INNOVAT						TOTAL: 47,962.92

8/28/2025 8:50 AM
PACKET : 07466 07467 07468
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 32

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07953	LEVI STEVENS					
		I-07302025	602-38123	HOOK~UP FEE WATER TRANSFER REFUNDED	208207	50.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	50.00

BUDGET TO USE: CB-CURRENT BUDGET

Page 87 of 222

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-5471	602-43340-42660	POSTAGE POSTAGE 08.01-15.2025	208195	68.12
01-00424	RUNNINGS SUPPLY INC					
		I-2116476	602-43340-42600	SUPPLIES & MA PRESSURE WASHER,DECK WASH,ROLL	208198	420.97
		I-2116792	602-43340-42600	SUPPLIES & MA PAINT BRUSH,DRAIN PLUG,OIL	208198	62.76
		I-2117193	602-43340-42600	SUPPLIES & MA LINSEED OIL	208198	59.98
		I-2119809	602-43340-42600	SUPPLIES & MA PIPE THREAD	208198	22.99
01-00436	CHS FARMERS ALLIANCE					
		I-IA2872	602-43340-42500	REPAIR & MAIN TIRE REPAIR	208114	15.00
01-02470	CORE & MAIN LP					
		I-X240591	602-43340-42600	SUPPLIES & MA IPERL 7WHL SM	208120	5,130.00
		I-X366317	602-43340-42600	SUPPLIES & MA HALLIDAY SIR2436 HATCH	208120	607.00
		I-X516399	602-43340-43312	VALVE REPLACE GATE VALVE AIS	208120	3,755.49
		I-X542828	602-43340-42600	SUPPLIES & MA PULSE CABLE,GASKET,HEAD BOLTS	208120	2,767.94
		I-X563435	602-43340-42515	WATER METER R TRIPLE 3W CABLE REG METER BODY	208120	2,591.84
		I-X577155	602-43340-42600	SUPPLIES & MA SCREW VALVE BOX,GASKET,PVC	208120	2,600.69
01-02480	SPN & ASSOCIATES					
		I-2021-45 P.E. #51	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #51	208205	13,713.73
		I-2025-1 P.E. #7	602-43340-42225	PROFESSIONAL 2025-1 P.E. #7	208205	19,531.35
		I-2025-6 P.E. #7	602-43340-42225	PROFESSIONAL 2025-6 P.E. #7	208205	2,891.88
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-21 P.E. #4	602-43340-43338	2ND, 4TH, RAI 2023-21 P.E. #4	208201	23,689.14
01-02527	TRANSOURCE					
		I-2025-21 P.E. #1	602-43340-43428	SHEEPSFOOT 2025-21 P.E. #1	208218	68,346.50
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #10	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #10	208165	106,561.64
01-06656	PREMIER PEST CONTROL LL					
		I-55049	602-43340-42600	SUPPLIES & MA AUG 2025 PEST CONTROL	208193	75.00
01-07709	TAYLOR CONCRETE CONSTRU					
		I-08202025	602-43340-42510	WATER PROJ SI CONCRETE WORK	208211	1,187.30
01-08398	CENTURY LINK					
		I-P-452772MBx	602-43340-42500	REPAIR & MAIN CONDUIT DAMAGE	208112	518.75
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #61	602-43340-43355	ABOVE GROUND 2020-20 P.E. #61	208145	13,437.25
01-08466	CHR SOLUTIONS INC					
		I-771505	602-43340-42660	POSTAGE MAY 2025 MAILING,BILLING	208113	882.92
		I-771505	602-43340-42910	BILLING OFFIC MAY 2025 MAILING,BILLING	208113	437.77

08/28/2025 8:50 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 35

PACKET : 07466 07467 07468

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
=====						
01-09349	HOWES OIL CO					
		I-360679	602-43340-42610	GAS & FUEL UNLEADED GAS	208142	1,780.63
01-09439	ADVANCED ENGINEERING AN					
		I-2024-37 P.E. #11	602-43340-42225	PROFESSIONAL 2024-37 P.E. #11	208090	358.50
01-10599	ROBERT MCCARDLE					
		I-08222025	602-43340-42700	TRAVEL, CONF OACOMA WATER TEST MILEAGE REIM 208160		93.80
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	271,608.94

FUND 602 WATER					TOTAL:	282,412.58

PACKET : 07466 07467 07468

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3200 WASTE WATER TREATMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-5471	604-43200-42660	POSTAGE	208195	68.12
01-00424	RUNNINGS SUPPLY INC					
		I-2115410	604-43200-42600	SUPPLIES	208198	39.99
		I-2121155	604-43200-42600	SUPPLIES	208198	23.27
01-00469	GEOTEK ENGINEERING & TE					
		I-2021-31 P.E. #17	604-43200-43300	NORTH PLANT I 2021-31 P.E. #17	208136	5,052.50
01-00750	FISHER SCIENTIFIC					
		I-2943908	604-43200-42600	SUPPLIES	208131	364.80
		I-2974936	604-43200-42600	SUPPLIES	208131	443.24
		I-3033320	604-43200-42600	SUPPLIES	208131	172.84
01-01020	CENTRAL ELECTRIC COOPER					
		I-25206	604-43200-43310	SOUTH PLANT I DEWATERING BUILDING NEW SERVIC	208110	26,020.46
		I-25207	604-43200-43310	SOUTH PLANT I BLOWER BUILDING NEW SERVICE	208111	10,765.33
01-02679	MENARD'S INC					
		I-91780	604-43200-42600	SUPPLIES	208162	12.33
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0230	604-43200-42300	ADVERTISING	208118	24.56
01-08466	CHR SOLUTIONS INC					
		I-771505	604-43200-42660	POSTAGE	208113	882.92
01-08833	AMERICAN ENGINEERING TE					
		I-INV-277654	604-43200-42550	LABORATORY FE WATER TESTINGS	208094	64.00
01-09349	HOWES OIL CO					
		I-360679	604-43200-42610	GAS & FUEL	208142	647.91
		I-361239	604-43200-42610	GAS & FUEL	208142	417.80

DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL: 45,000.07

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-38485	604-43210-42600	SUPPLIES CLAMP METER TEST KIT	208126	79.99
01-00424	RUNNINGS SUPPLY INC					
		I-2120015	604-43210-42600	SUPPLIES TOOL BOX TRAY,SCREWDRIVER,PLIE	208198	59.89
DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL:						139.88

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-27995	604-43250-42600	SUPPLIES FAST ACTING FUSES	208126	17.98
		I-28246	604-43250-42600	SUPPLIES BOLTS	208126	23.96
		I-29820	604-43250-42600	SUPPLIES NUT DRIVER,FLAT WASHER,SELF-DR	208126	24.77
		I-31097	604-43250-42600	SUPPLIES FASTENERS,WOOL PADS,SCRAPER	208126	45.22
01-00236	BENDER SEWER & DRAIN LL					
		I-37948	604-43250-43317	CIPP N OHLMAN & KEMPER MAIN LINE	208103	8,096.85
01-01199	STURDEVANTS AUTO VALUE					
		I-815060841	604-43250-42600	SUPPLIES OIL FILTERS FOR DOME	208209	7.98
		I-815061235	604-43250-42600	SUPPLIES BRS	208209	2.99
01-01239	BUTLER MACHINERY INC					
		I-13W00051465	604-43250-42600	SUPPLIES SWITCH	208106	190.00
01-01830	NORTHWESTERN ENERGY					
		I-2572870-0.08.25	604-43250-42800	UTILITIES 1511 N COMMERCE	208181	83.65
01-02470	CORE & MAIN LP					
		I-X503156	604-43250-42600	SUPPLIES RINGS,GRATED COVERS,SEWER CVRS	208120	10,134.64
01-02480	SPN & ASSOCIATES					
		I-2021-45 P.E. #52	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #52	208205	4,347.66
		I-2022-3 P.E. #24	604-43250-43347	23RD & OHLMAN 2022-3 P.E. #24	208205	4,916.27
		I-2023-16 P.E. #23	604-43250-43350	S HARMON/OHLM 2023-16 P.E. #23	208205	2,396.42
		I-2025-1 P.E. #7	604-43250-42200	PROFESSIONAL 2025-1 P.E. #7	208205	15,980.19
		I-2025-6 P.E. #7	604-43250-42200	PROFESSIONAL 2025-6 P.E. #7	208205	2,218.05
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-21 P.E. #4	604-43250-43343	2ND, 4TH, & R 2023-21 P.E. #4	208201	14,664.70
01-02527	TRANSOURCE					
		I-2025-21 P.E. #1	604-43250-43428	SHEEPSFOOT 2025-21 P.E. #1	208218	68,346.50
01-02840	TESSIERS MECHANICAL CON					
		I-30012856	604-43250-42500	REPAIRS WWTP OFFICE UNIT REPAIR	208212	127.50
01-03495	HALME INC					
		I-2022-3 P.E. #8	604-43250-43347	23RD & OHLMAN 2022-3 P.E. #8	208139	132,809.00
		I-2023-16 P.E. #8	604-43250-43350	S HARMON/OHLM 2023-16 P.E. #8	208139	90,499.54
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #10	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #10	208165	104,595.42
01-06656	PREMIER PEST CONTROL LL					
		I-55050	604-43250-42600	SUPPLIES AUG 2025 PEST CONTROL	208193	95.00
01-07430	ELLIOTT EQUIPMENT CO					

PACKET : 07466 07467 07468

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
01-07430	ELLIOTT EQUIPMENT CO	continued				
		I-187590	604-43250-42600	SUPPLIES FIBERGLASS POLE EXTENDERS	208128	659.96
01-08417	INFRASTRUCTURE DESIGN G					
		I-2021-25 P.E. #20	604-43250-43336	LIVESAY UTILI 2021-25 P.E. #20	208145	317.00
01-08466	CHR SOLUTIONS INC					
		I-771505	604-43250-42910	BILLING OFFIC MAY 2025 MAILING,BILLING	208113	437.76
01-09349	HOWES OIL CO					
		I-360679	604-43250-42610	GAS UNLEADED GAS	208142	231.50
		I-361239	604-43250-42610	GAS OFF ROAD FUEL #2	208142	92.80
01-09516	BECHEN ELECTRIC INC					
		I-5334	604-43250-42500	REPAIRS COMMERCE LIFT STATION WIRES	208102	292.27
DEPARTMENT 3250 WASTE WATER COLLECTION					TOTAL:	461,655.58
FUND 604 SEWER					TOTAL:	506,795.53

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-2115960	612-43220-42600	SUPPLIES TRIMMER,LAWN BATTERY	208198	469.98
01-01117	FLEETPRIDE					
		I-128080971	612-43220-42500	REPAIR & MAIN REMAN SHOE,HARDWARE KIT,CORE	208132	779.32
	PROJ: L92-42500	178		REPAIR MAINTENANCE		
01-01830	NORTHWESTERN ENERGY					
		I-3750165-7.08.25	612-43220-42800	UTILITIES 2801 E HAVENS ST	208181	61.50
01-06656	PREMIER PEST CONTROL LL					
		I-54622	612-43220-42500	REPAIR & MAIN JUNE 2025 PEST CONTROL	208193	275.00
		I-55037	612-43220-42500	REPAIR & MAIN AUG 2025 PEST CONTROL	208193	275.00
01-08380	PETERBILT OF SIOUX FALL					
		I-A719304	612-43220-42500	REPAIR & MAIN PARTICULATE SENSOR,FILTER KIT	208186	570.99
	PROJ: L92-42500	178		REPAIR MAINTENANCE		
		I-A719305	612-43220-42500	REPAIR & MAIN CORE	208186	100.00
	PROJ: L92-42500	178		REPAIR MAINTENANCE		
01-09891	MILLENNIUM RECYCLING					
		I-484510	612-43220-42200	CONTRACT-MILL JULY 2025 SINGLE STREAM FEE	208169	2,153.76
DEPARTMENT 3220 RECYCLING PROGRAM					TOTAL:	4,685.55

PACKET : 07466 07467 07468

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-1-661863	612-43230-42500	REPAIRS	CAP,CASING STOCK,NAIL HOSE REP	208137	1,871.60
01-00356	QUALIFIED PRESORT SERVI					
	I-2279-5471	612-43230-42660	POSTAGE	POSTAGE 08.01-15.2025	208195	68.12
01-01830	NORTHWESTERN ENERGY					
	I-2576522-3.08.25	612-43230-42800	UTILITIES	1404 W 5TH AVE SHED	208181	31.03
01-08466	CHR SOLUTIONS INC					
	I-771505	612-43230-42660	POSTAGE	MAY 2025 MAILING,BILLING	208113	882.92
	I-771505	612-43230-42910	BILLING OFFIC	MAY 2025 MAILING,BILLING	208113	437.77
01-09349	HOWES OIL CO					
	I-361239	612-43230-42610	GAS & OIL	OFF ROAD FUEL #2	208142	4,333.66
DEPARTMENT 3230 WASTE COLLECTION					TOTAL:	7,625.10

01/28/2025 8:50 AM
PACKET : 07466 07467 07468
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3240 LANDFILL
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 42

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-5471	612-43240-42600	SUPPLIES POSTAGE 08.01-15.2025	208195	49.92
01-00436	CHS FARMERS ALLIANCE					
		I-IG3127	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	208114	1,810.92
01-01020	CENTRAL ELECTRIC COOPER					
		I-13061001.08.25	612-43240-42800	UTILITIES ACCT #13061001	208109	860.15
01-01117	FLEETPRIDE					
		I-127587866	612-43240-42500	REPAIR AND MA AIR FILTER,PANEL ENGINE POWERC	208132	121.92
	PROJ: L1B-42500	185		REPAIR MAINTENANCE		
		I-127587867	612-43240-42500	REPAIR AND MA SAFETY ELEMENTS	208132	201.62
	PROJ: L3C-42500	197		REPAIR MAINTENANCE		
01-02448	SDSWMA					
		I-08042025	612-43240-42700	TRAVEL, CONF. MEMBERSHIP RENEWALS	208202	550.00
01-09349	HOWES OIL CO					
		I-360679	612-43240-42610	GAS & OIL UNLEADED GAS	208142	243.75
		I-361239	612-43240-42610	GAS & OIL OFF ROAD FUEL #2	208142	2,087.77
		I-361239	612-43240-42610	GAS & OIL OFF ROAD FUEL #2	208142	842.21
DEPARTMENT 3240 LANDFILL					TOTAL:	6,768.26
FUND 612 SANITATION					TOTAL:	19,078.91

01/28/2025 8:50 AM
PACKET : 07466 07467 07468
VENDOR SET: Mult
FUND : 613 CORN PALACE
DEPARTMENT: 5650 CORN PALACE
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 43

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-5471	613-45650-42660	SHIPPING/POST POSTAGE 08.01-15.2025	208195	3.12
01-00445	CITY OF MITCHELL					
		I-202508191187	613-45650-42913	STREET EXPENS STREET CLOSURE,PERMITS	208115	200.00
01-07806	COLOR BEE BODY ART					
		I-1039	613-45650-42907	PRE-STURGIS P FACE PAINT	208117	350.00
	PROJ: W08-42907	PRESTURGIS		PRE STURGIS PARTY		
01-09349	HOWES OIL CO					
		I-360679	613-45650-42620	GAS & FUEL UNLEADED GAS	208142	79.91
01-10220	STRIDER EDUCATION FOUND					
		I-08262025	613-45650-42907	PRE-STURGIS P EVENT CUPS PRE-STURGIS PARTY	208208	1,452.00
	PROJ: W08-42907	PRESTURGIS		PRE STURGIS PARTY		
DEPARTMENT 5650 CORN PALACE					TOTAL:	2,085.03
FUND 613 CORN PALACE					TOTAL:	2,085.03

08/28/2025 8:50 AM
PACKET : 07466 07467 07468
VENDOR SET: Mult
FUND : 614 GOLF COURSE
DEPARTMENT: 5250 GOLF COURSE
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-37360	614-45250-42600	SUPPLIES & MA AERATOR	208126	4.79
01-00436	CHS FARMERS ALLIANCE					
		I-IG3124	614-45250-42610	GAS & FUEL LAKEVIEW UNLEADED GAS	208114	1,634.24
		I-IG3125	614-45250-42610	GAS & FUEL GOLF MAINT RUBY FIELDMASTER	208114	1,567.18
01-01370	MITCHELL AREA CHAMBER O					
		I-25272	614-45250-42300	PUBLISHING PALACE PERK BOOK AD-LAKEVIEW	208170	150.00
01-01590	MCLEOD'S PRINTING					
		I-86081	614-45250-42600	SUPPLIES & MA ROLLS	208161	55.92
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670214887	614-45250-42800	UTILITIES ACCT #026306702	208166	95.39
01-02840	TESSIERS MECHANICAL CON					
		I-30012764	614-45250-42500	REPAIR & MAIN RIGHT CONDENSER FAN REPAIR	208212	951.60
01-02880	THUNE TRUE VALUE & APPL					
		I-A599309	614-45250-42600	SUPPLIES & MA AIR FILTERS	208214	15.98
		I-B307531	614-45250-42600	SUPPLIES & MA AERATOR	208214	4.99
01-07696	FERGUSON WATERWORKS #25					
		I-0519326	614-45250-42920	COMPUTER SOFT CIRRUS PRO UPGRADE	208130	3,089.79
01-07954	REITER ENTERPRISES					
		I-8891	614-45250-42400	RENTALS 10 CARTS ONE DAY RENT	208196	750.00
01-08130	C & B OPERATIONS LLC					
		I-13371417	614-45250-42600	SUPPLIES & MA OIL FILTER,OIL	208107	78.57
01-08892	ERIC HIEB					
		I-08252025	614-45250-42200	GOLF PRO CONT BASE CONTRACT 09.2025	208141	8,293.43
		I-082525	614-45250-42200	GOLF PRO CONT CLOVER CC FEES 09.2025	208141	2,341.97
01-09703	AMAZON CAPITAL SERVICES					
		I-13LL-QT7R-LYW4	614-45250-42600	SUPPLIES & MA PHONE BATTERY	208092	23.32
DEPARTMENT 5250 GOLF COURSE					TOTAL:	19,057.17
FUND 614 GOLF COURSE					TOTAL:	19,057.17

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-02811	JONES SUPPLIES					
		I-153338	619-45220-42600	SUPPLIES T-PAPER,BATH TISSUE,LINERS	208152	536.36
01-08130	C & B OPERATIONS LLC					
		I-13366412	619-45220-42500	REPAIR & MAIN CAP SCREWS	208107	8.94
		I-13372950	619-45220-42500	REPAIR & MAIN CAP SCREW,WASHER,HOUSING SPIND	208107	225.20
		I-13373279	619-45220-42500	REPAIR & MAIN FILLER CAP	208107	31.86
		I-13377096	619-45220-42500	REPAIR & MAIN HY-GARD,FILLER CAP,NECK	208107	214.19
		I-13377104	619-45220-42500	REPAIR & MAIN PLUG,O-RING	208107	4.46
01-09703	AMAZON CAPITAL SERVICES					
		I-1CWK-YGDJ-9JPV	619-45220-42500	REPAIR & MAIN PEDESTAL TESTER,GFCI OUTLET	208092	71.74
DEPARTMENT 5220 CAMPGROUND					TOTAL:	1,092.75

FUND 619 CAMPGROUND					TOTAL:	1,092.75

PACKET : 07466 07467 07468

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
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-340805	621-44600-42530	REPAIR & MAIN FUEL SYSTEM CLEANER	208108	35.99
01-00809	GALLS LLC					
		I-032244594	621-44600-42640	UNIFORMS PANTS	208134	155.86
01-03478	AVERA QUEEN OF PEACE					
		I-CINV-009079	621-44600-42600	SUPPLIES PHARMACY MEDICATIONS	208098	563.18
01-09349	HOWES OIL CO					
		I-360679	621-44600-42610	GAS & OIL UNLEADED GAS	208142	561.03
		I-361239	621-44600-42610	GAS & OIL OFF ROAD FUEL #2	208142	121.40
				DEPARTMENT 4600 EMS	TOTAL:	1,437.46
				FUND 621 EMERGENCY MEDICAL SERVICE	TOTAL:	1,437.46

8/28/2025 8:50 AM

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PACKET : 07466 07467 07468

VENDOR SET: Mult

FUND : 700 AGENCY FUNDS

DEPARTMENT: 5300 AGENCY FUNDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-06619	MITCHELL COMMUNITY SCHO					
		I-08252025	700-45300-42906	MCSF ROUND-UP 2024-2025 SCHOLARSHIP FUNDRAIS	208171	1,302.29
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	1,302.29

				FUND 700 AGENCY FUNDS	TOTAL:	1,302.29
					REPORT GRAND TOTAL:	1,299,996.79

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
				BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
2025-2026	101-41110-42300	LEGAL PUBLICATIONS	321.88	13,000	2,472.18				
	101-41420-42630	SURPLUS AUCTION	37.40	300	119.23				
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	854.10	45,851	17,460.40				
	101-41920-42520	REPAIR-CITY HALL	648.91	4,500	1,956.83				
	101-41920-42620	SUPPLIES-CITY HALL	79.19	1,000	330.56-	Y			
	101-41935-42250	MANAGED PRINT SERVICES	4,694.51	59,000	21,290.93				
	101-41935-42600	SUPPLIES	707.25	1,000	420.16-	Y			
	101-41935-42615	POSTAGE	259.84	7,500	2,771.97				
	101-41935-42920	COMPUTER SOFTWARE	105.60	116,115	80.48				
	101-42110-42200	PROFESSIONAL SERVICES	292.31	9,800	3,238.49				
	101-42110-42600	SUPPLIES	11.96	31,019	4,790.29				
	101-42110-42610	GAS OIL TIRES	5,175.42	65,000	32,612.88				
	101-42110-43400	MACHINERY AND EQUIPMENT	8,627.28	201,604	91,557.44				
	101-42130-42500	REPAIRS	946.48	6,000	117.37				
	101-42130-42520	EMERGENCY SIREN UTILITIES	83.82	2,900	925.94				
	101-42130-42535	LIGHT MAINTENANCE	122.11	27,000	18,748.40				
	101-42130-42545	PAINT	37.80	21,000	2,310.31				
	101-42130-42600	SUPPLIES	9.99	4,500	2,313.56				
	101-42130-42610	GAS, OIL, TIRES	659.02	5,000	1,549.56				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	325.03	38,000	15,067.52				
	101-42130-43343	7TH & 1ST INTER SIGNAL LIG	296.00	880,095	813,873.37				
	101-42200-42500	REPAIR & MAINTENANCE	222.41	17,650	4,473.41				
	101-42200-42600	SUPPLIES	4,963.59	24,950	5,963.31				
	101-42200-42610	GAS & OIL	808.64	11,150	5,561.87				
	101-42200-42640	UNIFORMS	1,395.03	4,900	740.79				
	101-42200-42700	TRAVEL, CONF & DUES	527.06	14,175	3,794.96				
	101-43100-42500	REPAIRS	6,510.22	150,000	94,772.34				
	101-43100-42600	SUPPLIES	847.34	20,000	66,246.90-	Y			
	101-43100-42610	GAS	9,297.97	87,000	49,808.37				
	101-43100-42620	ASPHALT MIX	2,671.80	100,000	46,528.10				
	101-43100-42800	UTILITIES	911.24	15,000	5,576.68				
	101-43100-43602	STREET SWEEPER	26.70	310,000	109,973.30				
	101-43110-42500	REPAIRS	79.99	1,000	433.90				
	101-43110-42600	SUPPLIES	143.28	4,200	1,268.15-	Y			
	101-43110-42610	GAS	694.92	7,000	2,858.23				
	101-43110-42700	TRAVEL CONF DUES	170.00	4,000	1,643.32				
	101-43110-42750	PLANNING COMMISSION EXPENS	71.92	1,200	345.95				
	101-43120-42521	SIDEWALK CONSTRUCT	5,697.12	75,000	57,490.72				
	101-43120-42670	CHIP SEAL AGGREGATE	230.58	77,000	26,995.26				
	101-43120-42680	CHIP SEAL ASPHALT	66,006.43	340,000	38,523.08				
	101-43120-43300	STREET OVERLAY MAINT	43,994.11	1,635,250	1,063,623.92				
	101-43120-43312	WEST END BRIDGE	1,327.50	294,229	268,720.86				
	101-43150-42800	UTILITIES	53.67	350	48.57				
	101-43150-43343	2ND, 4TH, & RAILROAD	36,422.46	425,034	189,462.70				
	101-43700-42600	SUPPLIES & MATERIALS	422.09	16,000	4,323.66				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-43700-42602	CHEMICALS	1,269.88	8,500	18.11-	Y			
	101-43700-42610	GAS & FUEL	1,348.34	10,000	5,191.69				
	101-45500-42600	SUPPLIES & MATERIALS	374.73	12,000	4,446.66				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	311.91	19,350	8,041.89				
	101-45500-42700	TRAVEL, CONF & DUES	225.00	1,350	875.00				
	101-45500-43420	BOOKS	1,826.23	47,000	14,515.66				
	101-45500-43421	AUDIO-VISUAL	163.95	4,000	2,387.21				
	201-45110-42500	REPAIR & MAINTENANCE	3,357.98	9,000	3,212.90				
	201-45110-42600	SUPPLIES & MATERIALS	124.07	10,000	3,355.98				
	201-45110-42602	POOL CHEMICALS	2,216.55	45,000	1,019.96-	Y			
	201-45140-42300	PUBLISHING	150.00	46,500	17,972.00				
	201-45140-42500	REPAIR & MAINTENANCE	1,169.89	34,000	17,303.35				
	201-45140-42600	SUPPLIES & MATERIALS	286.15	35,027	8,681.96				
	201-45140-43400	CAPITAL EQUIPMENT	19,500.00	100,000	4,500.00				
	201-45160-42500	REPAIR & MAINTENANCE	27,442.75	98,284	23,039.73				
	201-45160-42600	SUPPLIES & MATERIALS	3,740.74	68,128	12,125.50				
	201-45160-42610	GAS & FUEL	1,492.22	15,000	7,379.02				
	201-45160-42800	UTILITIES	1,329.51	156,420	66,872.36				
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	8,560.00	476,287	439,178.71				
	201-45165-42610	COST OF GOODS SOLD	300.05	33,000	12,600.73-	Y			
	201-45210-42200	PROFESSIONAL SERVICES	2,035.00	65,000	60,669.60				
	201-45210-42500	REPAIR & MAINTENANCE	1,061.71	88,080	17,312.19				
	201-45210-42600	SUPPLIES & MATERIALS	491.58	96,851	17,717.11				
	201-45210-42610	GAS & FUEL	96.23	33,000	15,544.51				
	201-45210-42800	UTILITIES	23.16	79,200	55,242.64				
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	108,694.05	831,000	447,401.59				
	203-45220-43300	LAKE IMPROVEMENTS	10,457.00	27,110,360	24,996,249.78				
	209-46530-42920	SPORTS AUTHORITY PROMO	4,500.00	194,640	103,440.00				
	213-46311-42950	PUBLICATION COSTS	620.04	0	620.04-	Y			
	214-43500-42200	PROFESSIONAL SERVICES	15.62	1,490	1,357.00				
	214-43500-42500	REPAIRS & MAINTENANCE	374.17	2,624	1,680.35				
	218-45150-42610	GAS OIL TIRES	5,675.93	100,000	54,916.90				
	218-45180-42600	SUPPLIES & MATERIALS	7.99	5,900	3,431.05				
	219-45140-42600	SUPPLIES & MATERIALS	49.84	1,600	1,358.37				
	219-45140-42610	GAS, OIL, TIRES	218.60	2,500	1,067.15				
	219-45140-42700	TRAVEL, CONFERENCE, TRAINI	143.38	150	6.62				
	230-43500-42500	REPAIR & MAINTENANCE	1,089.53	10,000	3,001.05-	Y			
	230-43500-42600	SUPPLIES & MATERIALS	236.40	8,500	5,678.74				
	310-41000-42999	REIMBURSEMENT	47,962.92	0	47,962.92-	Y			
	602-38123	HOOK~UP FEE *NON-EXPENS	50.00	30,000-	9,225.00-				
	602-43330-42550	LAB FEES	300.00	15,000	11,219.00				
	602-43330-42600	SUPPLIES & MATERIALS	9,574.90	18,000	9,949.60-	Y			
	602-43330-42610	GAS & FUEL	832.78	3,000	322.39-	Y			
	602-43330-42800	UTILITIES	45.96	200,000	119,889.95				
	602-43340-42225	PROFESSIONAL SERVICES	22,781.73	355,000	196,433.53				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	602-43340-42500	REPAIR & MAINTENANCE	533.75	18,500	16,289.32				
	602-43340-42510	WATER PROJ SIDEWALK/C&G RE	1,187.30	6,000	680.04				
	602-43340-42515	WATER METER REPAIR	2,591.84	25,000	22,408.16				
	602-43340-42600	SUPPLIES & MATERIALS	11,747.33	125,000	28,873.62-	Y			
	602-43340-42610	GAS & FUEL	1,780.63	14,000	4,760.44				
	602-43340-42660	POSTAGE	951.04	10,000	3,383.88				
	602-43340-42700	TRAVEL, CONF & DUES	93.80	10,765	1,699.45				
	602-43340-42910	BILLING OFFICE	437.77	10,700	33,625.28-	Y			
	602-43340-43312	VALVE REPLACEMENT-CITY	3,755.49	75,000	53,908.42				
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	120,275.37	1,013,372	585,577.12-	Y			
	602-43340-43338	2ND, 4TH, RAILROAD, & MAIN	23,689.14	250,000	89,309.91				
	602-43340-43355	ABOVE GROUND STORAGE	13,437.25	2,319,688	1,437,502.29				
	602-43340-43428	SHEEPSFOOT	68,346.50	74,500	6,153.50				
	604-43200-42300	ADVERTISING	24.56	0	24.56-	Y			
	604-43200-42550	LABORATORY FEES	64.00	3,000	1,839.00				
	604-43200-42600	SUPPLIES	1,056.47	25,000	9,487.45-	Y			
	604-43200-42610	GAS & FUEL	1,065.71	10,000	5,274.49				
	604-43200-42660	POSTAGE	951.04	9,000	2,526.62				
	604-43200-43300	NORTH PLANT IMPROVEMENTS	5,052.50	2,430,601	2,402,206.00				
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	36,785.79	23,130,800	13,112,506.70				
	604-43210-42600	SUPPLIES	139.88	1,000	294.73-	Y			
	604-43250-42200	PROFESSIONAL SERVICES	18,198.24	300,000	164,489.93				
	604-43250-42500	REPAIRS	419.77	20,000	16,983.92				
	604-43250-42600	SUPPLIES	11,202.50	50,000	3,632.72				
	604-43250-42610	GAS	324.30	6,000	3,755.39				
	604-43250-42800	UTILITIES	83.65	50,000	14,058.80				
	604-43250-42910	BILLING OFFICE	437.76	8,000	36,325.29-	Y			
	604-43250-43317	CIPP	8,096.85	650,000	631,506.35				
	604-43250-43336	LIVESAY UTILITIES	317.00	100,000	17,074.83-	Y			
	604-43250-43343	2ND, 4TH, & RAILROAD	14,664.70	278,782	118,272.65				
	604-43250-43347	23RD & OHLMAN LIFT STATION	137,725.27	1,665,149	201,268.46				
	604-43250-43348	HIGHWAY 37 UTILITIES	108,943.08	1,440,936	852,688.24				
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	92,895.96	1,284,850	85,264.01				
	604-43250-43428	SHEEPSFOOT	68,346.50	74,500	6,153.50				
	612-43220-42200	CONTRACT-MILLENNIUM	2,153.76	30,000	18,931.66				
	612-43220-42500	REPAIR & MAINTENANCE	2,000.31	10,000	4,157.91				
	612-43220-42600	SUPPLIES	469.98	18,000	12,567.38				
	612-43220-42800	UTILITIES	61.50	6,000	3,325.10				
	612-43230-42500	REPAIRS	1,871.60	15,000	7,503.74-	Y			
	612-43230-42610	GAS & OIL	4,333.66	60,000	36,488.21				
	612-43230-42660	POSTAGE	951.04	8,000	2,454.70				
	612-43230-42800	UTILITIES	31.03	750	493.23				
	612-43230-42910	BILLING OFFICE	437.77	8,000	36,325.30-	Y			
	612-43240-42500	REPAIR AND MAINTENANCE	323.54	32,000	14,573.81				
	612-43240-42600	SUPPLIES	49.92	60,000	2,909.01-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	612-43240-42610	GAS & OIL	4,984.65	110,000	68,663.80		
	612-43240-42700	TRAVEL, CONF. & DUES	550.00	4,000	29.89		
	612-43240-42800	UTILITIES	860.15	13,000	3,618.12		
	613-45650-42620	GAS & FUEL	79.91	0	961.49-	Y	
	613-45650-42660	SHIPPING/POSTAGE	3.12	0	1,307.49-	Y	
	613-45650-42907	PRE-STURGIS PARTY	1,802.00	0	22,845.90-	Y	
	613-45650-42913	STREET EXPENSES	200.00	0	500.00-	Y	
	614-45250-42200	GOLF PRO CONTRACT	10,635.40	73,840	6,213.88-	Y	
	614-45250-42300	PUBLISHING	150.00	2,000	209.70		
	614-45250-42400	RENTALS	750.00	3,000	2,050.00		
	614-45250-42500	REPAIR & MAINTENANCE	951.60	12,000	7,031.40		
	614-45250-42600	SUPPLIES & MATERIALS	183.57	25,000	500.56		
	614-45250-42610	GAS & FUEL	3,201.42	15,000	2,894.08		
	614-45250-42800	UTILITIES	95.39	20,180	8,067.49		
	614-45250-42920	COMPUTER SOFTWARE	3,089.79	7,834	1,033.96		
	619-45220-42500	REPAIR & MAINTENANCE	556.39	8,000	3,675.11		
	619-45220-42600	SUPPLIES	536.36	2,500	304.74		
	621-44600-42530	REPAIR & MAINT-VEHICLE	35.99	8,500	7,930.23		
	621-44600-42600	SUPPLIES	563.18	30,400	15,734.69		
	621-44600-42610	GAS & OIL	682.43	13,775	8,224.46		
	621-44600-42640	UNIFORMS	155.86	3,600	711.96		
	700-45300-42906	MCSF ROUND-UP	1,302.29	0	1,302.29-	Y	
**	2025-2026 YEAR TOTALS	**	1,299,996.79				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	321.88
101-1420	FINANCE	37.40
101-1440	HUMAN RESOURCES	854.10
101-1920	MUNICIPAL BUILDINGS	728.10
101-1935	INFORMATION TECHNOLOGY	5,767.20
101-2110	POLICE DEPARTMENT	14,106.97
101-2130	TRAFFIC DEPARTMENT	2,480.25
101-2200	FIRE DEPARTMENT	7,916.73
101-3100	STREET DEPARTMENT	20,265.27
101-3110	PUBLIC WORKS ADMIN	1,160.11
101-3120	STREET & SIDEWALK CONST	117,255.74
101-3150	STORM DRAINAGE	36,476.13
101-3700	CEMETERY	3,040.31

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-5500	LIBRARY	2,901.82

101 TOTAL	GENERAL	213,312.01
201-5110	RECREATION & AQUATICS	5,698.60
201-5140	RECREATION CENTER	21,106.04
201-5160	SPORTS COMPLEXES	42,565.22
201-5165	CADWELL CONCESSIONS	300.05
201-5210	PARKS	112,401.73

201 TOTAL	PARK FUND	182,071.64
203-5220	LAKE	10,457.00

203 TOTAL	LAKE MITCHELL	10,457.00
209-6530	BUSINESS IMPROV #4	4,500.00

209 TOTAL	BUSINESS IMPROV DIST #4	4,500.00
213-6311	BUSINESS IMPROV DIST #3	620.04

213 TOTAL	BUSINESS IMPROV DIST #3	620.04
214-3500	E-911	389.79

214 TOTAL	E-911 EMERGENCY	389.79
218-5150	PALACE TRANSIT	5,675.93
218-5180	JVCC	7.99

218 TOTAL	COMMUNITY SERVICES	5,683.92
219-5140	NUTRITION	411.82

219 TOTAL	NUTRITION	411.82

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
230-3500	AIRPORT	1,325.93

230 TOTAL	AIRPORT	1,325.93
310-1000	TID #16-INNOVATIVE	47,962.92

310 TOTAL	DEBT SERV-TID #16-INNOVAT	47,962.92
602	NON-DEPARTMENTAL	50.00
602-3330	WATER TREATMENT PLANT	10,753.64
602-3340	WATER DISTRIBUTION	271,608.94

602 TOTAL	WATER	282,412.58
604-3200	WASTE WATER TREATMENT	45,000.07
604-3210	WASTE WATER IND PRETREAT	139.88
604-3250	WASTE WATER COLLECTION	461,655.58

604 TOTAL	SEWER	506,795.53
612-3220	RECYCLING PROGRAM	4,685.55
612-3230	WASTE COLLECTION	7,625.10
612-3240	LANDFILL	6,768.26

612 TOTAL	SANITATION	19,078.91
613-5650	CORN PALACE	2,085.03

613 TOTAL	CORN PALACE	2,085.03
614-5250	GOLF COURSE	19,057.17

614 TOTAL	GOLF COURSE	19,057.17
619-5220	CAMPGROUND	1,092.75

619 TOTAL	CAMPGROUND	1,092.75

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
621-4600	EMS	1,437.46

621 TOTAL	EMERGENCY MEDICAL SERVICE	1,437.46
700-5300	AGENCY FUNDS	1,302.29

700 TOTAL	AGENCY FUNDS	1,302.29

** TOTAL **		1,299,996.79

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
E01 5311-FY18/19	TIR	Tires	36.23
** PROJECT E01 TOTAL **			36.23
H01 SPORTS COMPLEX EQUIPMENT	42600	SUPPLIES/MAINTENANCE	488.61
** PROJECT H01 TOTAL **			488.61
H04 BASEBALL	42600	SUPPLIES/MATERIALS	398.12
** PROJECT H04 TOTAL **			398.12
H05 SOFTBALL	42500	REPAIR/MAINTENANCE	27,442.75
	42600	SUPPLIES/MATERIALS	2,742.64
** PROJECT H05 TOTAL **			30,185.39
H06 ARENA-NORTH RINK	42800	UTILITIES	1,329.51
** PROJECT H06 TOTAL **			1,329.51
H07 PEPSI COMPLEX	42600	SUPPLIES/MATERIALS	12.48
** PROJECT H07 TOTAL **			12.48
H10 MUNROE PARK	42600	SUPPLIES/MATERIALS	98.89
** PROJECT H10 TOTAL **			98.89
H12 DOG PARK	43300	IMPROVEMENTS	8,560.00
** PROJECT H12 TOTAL **			8,560.00
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	1,042.44

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
	42600	SUPPLIES/MATERIALS	5.68
		** PROJECT H50 TOTAL **	1,048.12
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	281.01
		** PROJECT H51 TOTAL **	281.01
H52 FORESTRY	42500	REPAIR/MAINTENANCE	19.27
		** PROJECT H52 TOTAL **	19.27
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	140.84
		** PROJECT H56 TOTAL **	140.84
H60 NORTHRIDGE PARK	42800	UTILITIES	23.16
		** PROJECT H60 TOTAL **	23.16
H82 DOWNTOWN BEAUTIFCATION	42600	SUPPLIES/MATERIALS	54.50
		** PROJECT H82 TOTAL **	54.50
H87 PATTON YOUNG	42600	SUPPLIES-MAINTENANCE	8.77
		** PROJECT H87 TOTAL **	8.77
J06 REC CTR-GENERAL BLDG	RM-BLDG	REPAIR/MAINT-BUILDING	805.89
	RM-HVAC	REPAIR/MAINT-HVAC	160.00
	SM-BLDG	SUPPLIES/MATERIAL-BLDG	115.89
	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	9.39
	SM-HVAC	SUPPLIES/MATERIAL-HVAC	204.00
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	104.46
	SM-PLUMB	SUPPLIES/MATERIAL-PLUMBING	56.41
		** PROJECT J06 TOTAL **	1,456.04
J08 REC CTR PUBLISHING	GENERAL	PUBLISHING-GENERAL	150.00
		** PROJECT J08 TOTAL **	150.00
J50 OUTDOOR AQUATIC CENTER	CHEM	CHEMICALS	2,216.55
	RM-BLDG	REPAIR/MAINT-GENERAL BLDG	44.99CR
	RM-ELEC	REPAIR/MAINT-ELECTRICAL	2,407.00
	RM-GENER	REPAIR/MAINT-GENERAL	867.04
	RM-PLUMB	REPAIR/MAINT-PLUMBING	128.93
		** PROJECT J50 TOTAL **	5,574.53

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
J51 P&A YOUTH PROGRAMS	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	123.29
	** PROJECT J51 TOTAL **	123.29
L05 104	42500 REPAIR MAINTENANCE	77.83
	42600 SUPPLIES MATERIALS	47.98
	** PROJECT L05 TOTAL **	125.81
L10 106	42500 REPAIR MAINTENANCE	1,475.83
	** PROJECT L10 TOTAL **	1,475.83
L11 108	42600 SUPPLIES MATERIALS	23.99
	** PROJECT L11 TOTAL **	23.99
L1B 185	42500 REPAIR MAINTENANCE	121.92
	** PROJECT L1B TOTAL **	121.92
L25 127	42500 REPAIRS MAINTENANCE	4,112.65
	** PROJECT L25 TOTAL **	4,112.65
L3C 197	42500 REPAIR MAINTENANCE	201.62
	** PROJECT L3C TOTAL **	201.62
L56 160	42600 SUPPLIES MATERIALS	23.99
	** PROJECT L56 TOTAL **	23.99
L68 521	42500 REPAIR MAINTENANCE	54.99
	** PROJECT L68 TOTAL **	54.99
L72 904	42600 SUPPLIES MATERIALS	57.01
	** PROJECT L72 TOTAL **	57.01
L92 178	42500 REPAIR MAINTENANCE	1,450.31
	** PROJECT L92 TOTAL **	1,450.31
LL9 2020 TYMCO 500X SWEEPER	42500 REPAIR & MAINTENANCE	788.92
	** PROJECT LL9 TOTAL **	788.92
W08 PRESTURGIS	42907 PRE STURGIS PARTY	1,802.00
	** PROJECT W08 TOTAL **	1,802.00

NO ERRORS

** END OF REPORT **

VENDOR SET: 01 City of Mitchell

ITEMS PRINTED: PAID, UNPAID

PACKET: 07469 MEETING 09.02.2025

FUND : 101 GENERAL

DEPARTMENT: 1935 INFORMATION TECHNOLOGY

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT	DESCRIPTION	EFT #	AMOUNT
01-09050	MICROSOFT CORPORATION	I-E0300XDXSI	101-41935-42920	AUG-SEPT 2025 ONLINE SUBSCRIP	000030	2.00
01-09050	MICROSOFT CORPORATION	I-E0300XE8L9	101-41935-42920	JUL-AUG 2025 SUBSCRIPTION	000030	908.00
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						910.00
FUND 101 GENERAL TOTAL:						910.00
REPORT GRA TOTAL:						910.00

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL	BUDGET	OVER	ANNUAL	BUDGET	OVER
				BUDGET	AVAILABLE	BUDG	BUDGET	AVAILABLE	BUDG
2025	101-41935-42920	COMPUTER SOFTWARE	910.00	116,115	829.52-	Y			
		** 2025 YEAR TOTALS	910.00						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1935	INFORMATION TECHNOLOGY	910.00

101 TOTAL	GENERAL	910.00

	** TOTAL **	910.00

NO ERRORS

** END OF REPORT **

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	September 2, 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 Marci Stults-Conditional Use Permit		
Explanation/Background of Agenda Item Requested:	Marci Stults has applied for a conditional use permit for family residential daycare; located at 308 S Mentzer St, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District. Planning Commission motioned to recommend approval with 3 conditions-1) license is non-transferable, 2) if business ceases to operate for six months, then a new application would be required, 3) pass a fire inspection. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 08-25-25.		



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

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

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

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

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

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

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

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

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

- Description of Conditional Use: Family Residential Daycare

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

This Application is for the following described real property:

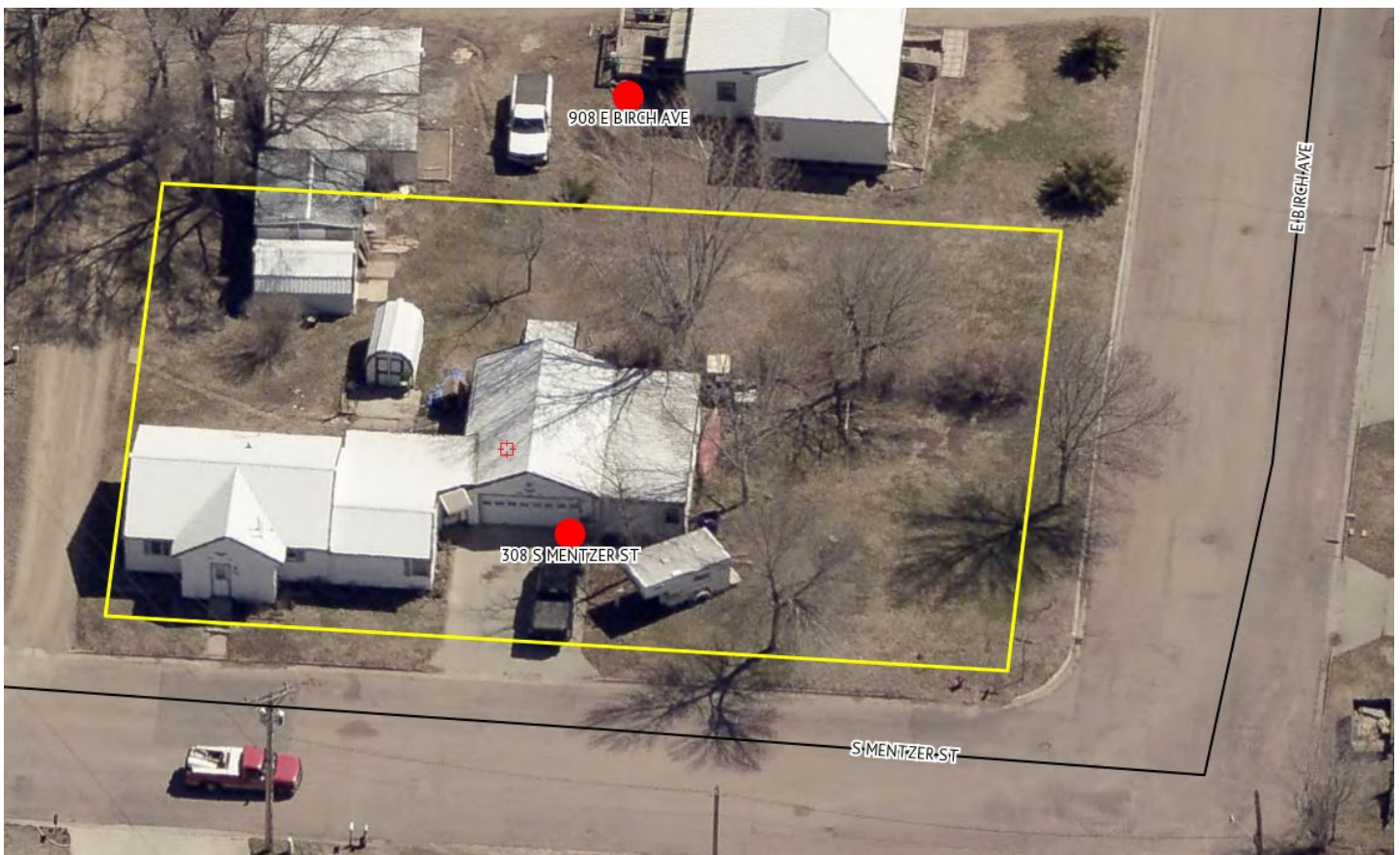
Legal Description: Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota

Property Address: 308 S Mentzer

Dated this 7th of August , 2025.

Marci Stults
APPLICANT

Riggs Rental Properties LLC
OWNER



NOTICE OF HEARING

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

YOU ARE HEREBY NOTIFIED that Marci Stults has applied for a conditional use permit for family residential daycare; located at 308 S Mentzer St, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Monday, August 25, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on Tuesday, September 2, 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 6th day of August, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 13th day of August, 2025

Approximate Cost:

Marci Stults
308 S Mentzer St
Mitchell, SD 57301

Riggs Rental Properties LLC
41575 Hwy 42
Ethan, SD 57334

Clarke Companies LLC
47035 250th St
Baltic, SD 57003

Karen Wadleigh Trust
25067 400th Ave
Mt. Vernon, SD 57363

Becky Weber
901 E Ash Ave
Mitchell, SD 57301

Dillan Kostrzewski
905 E Ash Ave
Mitchell, SD 57301

Ellis Rentals LLC
1523 S Miller Ave
Mitchell, SD 57301

Gary & Monica Lurken
919 E Ash Ave
Mitchell, SD 57301

Cucul Oscar Tiul
305 S Mentzer St
Mitchell, SD 57301

Tommy & Jennifer Cooper
309 S Mentzer St
Mitchell, SD 57301

John & Brenda Weisser
815 E 4th Ave
Mitchell, SD 57301

Sheesley Sheet Metal Inc
165 N Harmon Dr
Mitchell, SD 57301

Gregory Patton
1321 E Havens Ave
Mitchell, SD 57301

Bruce & Marlene Haines
25772 408th Ave
Mitchell, SD 57301

Ringneck & Western Railroad LLC
315 W 3rd St
Pittsburg, KS 66762



August 13, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Marci Stults has applied for a conditional use permit for family residential daycare; located at 308 S Mentzer St, legally described as Lots 7 and 8, Block 9, Applegate Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Monday, August 25, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Tuesday, September 2, 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 Arin Riggs Riggs Rental Properties LLC
OWNER
PO Box 21 Ethan SD 57334
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:	September 2, 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:	Action to Approve Special Event Permit Application for Opening Night presented by Bradley's on September 19, 2025		
Explanation/Background of Agenda Item Requested:	Dakota Wesleyan University is requesting a Special Event Permit for their first annual Opening Night presented by Bradley's on Friday, September 19th, 2025. Event hours are from 4:30 PM until 9:30 PM. This is a first time event and the event is open to the public. The total anticipated attendance is 200. Opening Night will feature introductions of both Tiger teams, remarks from Tigers coaches and players, along with contests with players and fans and much more. Please refer to the attached Special Event Permit Application for more details about the event. The Special Event Permit Application requests the following: • Parking Lot Closure (\$50 Fee) • Noise Permit (\$0 Fee) The following parking lot closure is requested on Friday, September 19th, from 3:30 PM until 9:30 PM: • The parking lot directly north of Bradley's Pub & Grille. *Parking lot closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street(s). Please reference the attached Parking Lot Closure Map for further information. A Certificate of Liability Insurance Form has been provided for the event. *Approval of the submitted Special Event Permit Application will be contingent upon payment of the respective fee. Staff recommends City Council approval of the Special Event Permit as stated in the Special Event Permit Application.		

[Print](#)**Special Event Permit Application - Submission #4257****Date Submitted: 8/26/2025**

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:*

Opening Night presented by Bradley's

Event Date:

9/19/2025

Event Hours:*

04:30 PM

—

09:30 PM

Event Date(s):

mm/dd/yyyy

—

mm/dd/yyyy

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

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

Time Requested for Parking Lot Closure

9/19/2025 03:30 PM — 9/19/2025 09:30 PM

Time Requested for Street Closure

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

Time Requested for City Park Closure

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

Event Information:

Overall Event Description:*

<https://huskers.com/news/2025/08/19/opening-night-set-for-sept-19-in-the-railyard>

We will be doing something very similar to the link posted above. We just need the parking lot on the north side of Bradley's closed.

The tipoff of the 2025-26 season is just a month away, as Opening Night presented by Bradley's will take place on Friday, Sept. 19th.

This first time event starts at 4:30 PM and goes until 9:30 PM in the parking lot on the north side of Bradley's Pub & Grille. It will include both the Tiger men's and women's programs, and is free to the public.

Opening Night will feature introductions of both Tiger teams, remarks from Tigers coaches and players, along with contests with players and fans and much more. In case of inclement weather, the event will not be rescheduled

2025-26 Opening Night Presented by Bradley's

Date: Friday, Sept. 19

Time: 4:30 PM

Location: Parking lot on the north side of Bradley's Pub & Grille

Cost: Free

Note: In case of inclement weather, the event will not be rescheduled.

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:*

200

Organization:*

Dakota Wesleyan University

Address:*

1200 W University Ave.

City:*

Mitchell

State:*

SD

Zip Code:*

57301

Event Application Contact Person:*

Jason Christensen

Contact Person Email:*

jachrist@dwu.edu

Contact Person Phone Number: *

605-630-0421

Day of Event Contact Person:*

Jason Christensen

Contact Person Email:*

jachrist@dwu.edu

Contact Person Phone Number:*

605-999-2134

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 will be providing everything we need.

We will need the parking lot from the alley to Main Street on the north side of Bradley's closed for the event.

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.*

We will not need any of this above for these events.

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**Time of Display**

—

Type of Fireworks

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

Exact Location of Display:**What are the width perimeter requirements?**

Insurance

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

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

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

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

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

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

Name of Insurance Company**Agent's Name****Policy Number****Phone Number**

Affidavit of Applicant

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

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

Jason Christensen

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

Jason Christensen

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

Jason Christensen

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

Parking Lot Closure Map.pdf

Street Closure Map

No file chosen

City Park Closure Map

No file chosen

Parade Route Map

No file chosen

Special Event Liquor License Boundaries with Map No file chosen**Consumption Permit Boundaries with Map** No file chosen**Fireworks Map** No file chosen**Event Layout Map** No file chosen**Certificate of Liability Insurance** No file chosen**Certificate of Liquor Liability Insurance** No file chosen**Certificate of Fireworks Liability Insurance** No file chosen**Additional Document** No file chosen**Additional Document** No file chosen

Action of City Council _____

Finance Officer_____
Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/27/2025

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

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

PRODUCER EIIA 200 S. Wacker Ste. 1325 Chicago, IL 60606 USA		312-648-0914		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: adminservices@eia.org		FAX (A/C, No):		
INSURED Dakota Wesleyan University 1200 West University Avenue Mitchell, SD 57301-4398 USA				INSURER(S) AFFORDING COVERAGE			NAIC #	
				INSURER A: COLLEGE RRG INC			13613	
				INSURER B:				
				INSURER C:				
				INSURER D:				
INSURER E:								
INSURER F:								

COVERAGES**CERTIFICATE NUMBER: 752224570****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC	X		GL090125	09/01/25	09/01/26	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED ☐ RETENTION \$ ☐						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Evidence of General Liability maintained by the above Insured Institution for: Its activities & operations during the policy term; Obligations of the Insured under a lease or rental contract; Use of facilities by the insured during the policy term; Students in practicum while participating w/in the scope of their curriculum requirements & assignments; Contractual Liability; City of Mitchell is named as Additional Insured as their interest may appear as required by written contract.

RE: Opening Night presented by Bradley's & Friday, 9/19/2025

CERTIFICATE HOLDER**CANCELLATION**

City of Mitchell 612 N. Main St. MITCHELL, SD 57301 USA	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 Dave Dietz

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Effective March 25, 2009 128 higher education institutions affiliated with either the United Methodist Church, the Evangelical Lutheran Church in America, the Presbyterian Church (USA) or the American Baptists Churches, organized a new insurance company, College Risk Retention Group, Inc. under the Federal Liability Risk Retention Act of 1986. The Federal Act permits like insureds to combine their resources for the purpose of underwriting and insuring their liability risks.

The enclosed certificate identifies College Risk Retention Group, Inc. as the general liability insurer for primary limits of \$2 Million per occurrence and \$4 Million aggregate. Lloyd's of London (AM Best Rating A XV) supports College Risk Retention Group, Inc. as the reinsurer. Also, College Risk Retention Group, Inc. is the insurer for the excess liability insurer for \$5 Million per occurrence and \$5 Million aggregate. Everest Re (AM Best Rating A XV) supports College Risk Retention Group, Inc. as the reinsurer.

As you may be unfamiliar with evidence of insurance from risk retention groups we welcome any questions you may have regarding the attached certificate of insurance. Should you need any further information regarding the renewal certificate please do not hesitate to contact our administrator's office. Following is the contact information:

Educational & Institutional Insurance Administrators, Inc.
200 S. Wacker Drive, Suite 1325
Chicago, IL 60606
(800) 537-8410
Email: adminservices@eiia.org

Financial Ratings:
Lloyd's of London - AM Best Rating - A XV
Everest Re - AM Best Rating - A+ XV

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:	September 2, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Participation in the Secondary Manufacturers Settlement (Opioid Litigation)		
Explanation/Background of Agenda Item Requested:	In order to participate in the Secondary Manufacturers Settlement regarding ongoing opioid litigation, the City must complete and sign the attached participation form. As with the other opioid settlements the City has participated in previously, this would result in the City receiving some funds over a number of years to be used for opioid-related expenses. Exact amounts have not been determined, but more information and the full settlement documents can be viewed at: https://nationalopioidsettlement.com/ The attached documents include a summary letter and the participation form. If approved by council, staff will complete the necessary paperwork electronically for the City to participate in the Secondary Manufacturers Settlement.		

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Mitchell city, SD
Reference Number: CL-1771738

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because South Dakota is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the South Dakota Office of Attorney General at 605-773-3215.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Mitchell city	State: SD
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	September 2, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A Traffic		
Agenda Item:	Action to Approve Request for Handicapped Parking Spot at 920 West Ash		
Explanation/Background of Agenda Item Requested:	The church located at 920 W Ash Ave is requesting a single handicap parking spot within the right-of-way along the curb directly south of the church. Please see the attached location map for additional information. If approved, City staff would place a handicap parking sign within the boulevard and paint the curb.		



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:
Quotes were requested from four contractors for the 2025 Corn Palace Mural Project. The quotes were as follows:

Pro Contracting - \$75,420.46
Schmitz Construction - \$147,820.00
CE Construction - No Bid
Dakota Custom Builders - No Bid

Funding for the work would come from the Corn Palace Fund. In 2024-2025 approximately \$43,000 was spent in wages for decorating in the fall-winter. With the awarding of this quote, those part time employees would not be needed in 2025-2026 fall-winter.

Staff recommends awarding the quote from Pro Contracting for a total cost of \$75,420.46.

The work is not to start until October 1 and shall be completed by November 15, 2025 unless approved otherwise by staff.

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:	September 2, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-43120-43305, \$155,950		
Agenda Item:	Action to Approve Quote for Golf & Cemetery Bike Path Project #2024-23		
Explanation/Background of Agenda Item Requested:	Quotes were requested from three Contractors for the Golf and Cemetery Bike Path project. The returned quotes were as follows: Taylor Concrete Construction, LLC - \$93,176.70 Rexwinkel Concrete - \$121,596.10 Pro Contracting - \$156,481.47 Staff recommends awarding the quote from Taylor Concrete Construction, LLC for a total cost of \$93,176.70.		

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

BID TABULATION FOR LAKESHORE DEVELOPMENT**SANITARY SEWER PROJECT #2025-42****BID OPENING: 1:30 P.M., AUGUST 27, 2025****CITY HALL, MITCHELL, SOUTH DAKOTA**

				SiteWorks, Inc. 4825 N Wilcox Drive Sioux Falls, SD 57104		Pro Contracting Inc. 1905 W Havens Ave Mitchell, SD 57301		Lidel Construction Co Inc. PO Box 91610 Sioux Falls, SD 57109	
Bid Schedule A									
Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 12,982.00	\$ 12,982.00	\$ 7,492.87	\$ 7,492.87	\$ 17,000.00	\$ 17,000.00
2	Remove Asphalt Surfacing	498	SY	\$ 6.50	\$ 3,237.00	\$ 40.62	\$ 20,228.76	\$ 14.00	\$ 6,972.00
3	Traffic Control Miscellaneous	1	LS	\$ 4,209.57	\$ 4,209.57	\$ 8,242.16	\$ 8,242.16	\$ 4,000.00	\$ 4,000.00
4	6" PVC Sewer Pipe	14	Ft	\$ 41.59	\$ 582.26	\$ 35.02	\$ 490.28	\$ 78.00	\$ 1,092.00
5	8" PVC Sewer Pipe	2,318	Ft	\$ 46.52	\$ 107,833.36	\$ 38.88	\$ 90,123.84	\$ 47.40	\$ 109,873.20
6	Post Televising Sanitary Sewer	2,318	Ft	\$ 2.00	\$ 4,636.00	\$ 1.62	\$ 3,755.16	\$ 1.28	\$ 2,967.04
7	8"x6" Pipe Wye	1	Each	\$ 377.80	\$ 377.80	\$ 1,873.22	\$ 1,873.22	\$ 280.00	\$ 280.00
8	Insulate Sewer Main	200	Ft	\$ 13.33	\$ 2,666.00	\$ 67.33	\$ 13,466.00	\$ 12.00	\$ 2,400.00
9	6" PVC Sewer Cap	1	Each	\$ 112.78	\$ 112.78	\$ 1,648.43	\$ 1,648.43	\$ 130.00	\$ 130.00
10	8" PVC Sewer Cap	2	Each	\$ 196.92	\$ 393.84	\$ 1,648.43	\$ 3,296.86	\$ 170.00	\$ 340.00
11	Tracer Wire Box	1	Each	\$ 792.09	\$ 792.09	\$ 1,573.50	\$ 1,573.50	\$ 222.00	\$ 222.00
12	48" Sanitary Sewer Manhole	8	Each	\$ 1,373.03	\$ 10,984.24	\$ 5,250.60	\$ 42,004.80	\$ 6,770.00	\$ 54,160.00
13	Connect to Existing Sanitary Sewer Manhole	1	Each	\$ 3,630.00	\$ 3,630.00	\$ 3,945.99	\$ 3,945.99	\$ 2,600.00	\$ 2,600.00
Total for Bid Schedule A Inclusive \$				\$ 152,436.94		\$ 198,141.87		\$ 202,036.24	

BID TABULATION FOR LAKESHORE DEVELOPMENT**SANITARY SEWER PROJECT #2025-42****BID OPENING: 1:30 P.M., AUGUST 27, 2025****CITY HALL, MITCHELL, SOUTH DAKOTA**

				Precision Dirtworks LLC PO Box 88736 Sioux Falls, SD 57109		Menning Excavating Inc. 25462 Cornerstone Ave Mitchell, SD 57301		Prunty Construction Company 3307 Prince Dr Brookings, SD 57006	
Bid Schedule A									
Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 41,309.28	\$ 41,309.28	\$ 27,000.00	\$ 27,000.00
2	Remove Asphalt Surfacing	498	SY	\$ 9.42	\$ 4,691.16	\$ 7.02	\$ 3,495.96	\$ 5.50	\$ 2,739.00
3	Traffic Control Miscellaneous	1	LS	\$ 4,230.00	\$ 4,230.00	\$ 4,479.67	\$ 4,479.67	\$ 4,500.00	\$ 4,500.00
4	6" PVC Sewer Pipe	14	Ft	\$ 33.90	\$ 474.60	\$ 30.71	\$ 429.94	\$ 68.00	\$ 952.00
5	8" PVC Sewer Pipe	2,318	Ft	\$ 54.70	\$ 126,794.60	\$ 61.42	\$ 142,371.56	\$ 81.00	\$ 187,758.00
6	Post Televising Sanitary Sewer	2,318	Ft	\$ 2.25	\$ 5,215.50	\$ 1.30	\$ 3,013.40	\$ 1.30	\$ 3,013.40
7	8"x6" Pipe Wye	1	Each	\$ 139.22	\$ 139.22	\$ 544.83	\$ 544.83	\$ 425.00	\$ 425.00
8	Insulate Sewer Main	200	Ft	\$ 18.39	\$ 3,678.00	\$ 39.28	\$ 7,856.00	\$ 14.00	\$ 2,800.00
9	6" PVC Sewer Cap	1	Each	\$ 13.52	\$ 13.52	\$ 110.88	\$ 110.88	\$ 100.00	\$ 100.00
10	8" PVC Sewer Cap	2	Each	\$ 52.46	\$ 104.92	\$ 242.41	\$ 484.82	\$ 140.00	\$ 280.00
11	Tracer Wire Box	1	Each	\$ 544.59	\$ 544.59	\$ 379.51	\$ 379.51	\$ 675.00	\$ 675.00
12	48" Sanitary Sewer Manhole	8	Each	\$ 6,986.90	\$ 55,895.20	\$ 6,085.81	\$ 48,686.48	\$ 5,500.00	\$ 44,000.00
13	Connect to Existing Sanitary Sewer Manhole	1	Each	\$ 2,852.00	\$ 2,852.00	\$ 1,748.65	\$ 1,748.65	\$ 15,750.00	\$ 15,750.00
Total for Bid Schedule A Inclusive \$				\$ 239,633.31		\$ 254,910.98		\$ 289,992.40	

BID TABULATION FOR LAKESHORE DEVELOPMENT**SANITARY SEWER PROJECT #2025-42****BID OPENING: 1:30 P.M., AUGUST 27, 2025****CITY HALL, MITCHELL, SOUTH DAKOTA**

				First Rate Excavate, Inc. 1509 E 39th St, N Sioux Falls, SD 57104		Precision Grading, LLC 40730 247th St Mitchell, SD 57301		Alliance Construction LLC PO Box 88136 Sioux Falls, SD 57109	
Bid Schedule A									
Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 88,077.00	\$ 88,077.00	\$ 88,000.00	\$ 88,000.00	\$ 120,325.00	\$ 120,325.00
2	Remove Asphalt Surfacing	498	SY	\$ 6.00	\$ 2,988.00	\$ 10.24	\$ 5,099.52	\$ 6.29	\$ 3,132.42
3	Traffic Control Miscellaneous	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,952.65	\$ 3,952.65
4	6" PVC Sewer Pipe	14	Ft	\$ 53.00	\$ 742.00	\$ 71.43	\$ 1,000.02	\$ 53.65	\$ 751.10
5	8" PVC Sewer Pipe	2,318	Ft	\$ 56.00	\$ 129,808.00	\$ 65.57	\$ 151,991.26	\$ 57.71	\$ 133,771.78
6	Post Televising Sanitary Sewer	2,318	Ft	\$ 6.00	\$ 13,908.00	\$ 5.26	\$ 12,192.68	\$ 1.48	\$ 3,430.64
7	8"x6" Pipe Wye	1	Each	\$ 571.00	\$ 571.00	\$ 300.00	\$ 300.00	\$ 995.05	\$ 995.05
8	Insulate Sewer Main	200	Ft	\$ 10.00	\$ 2,000.00	\$ 30.00	\$ 6,000.00	\$ 12.10	\$ 2,420.00
9	6" PVC Sewer Cap	1	Each	\$ 164.00	\$ 164.00	\$ 100.00	\$ 100.00	\$ 644.89	\$ 644.89
10	8" PVC Sewer Cap	2	Each	\$ 193.00	\$ 386.00	\$ 150.00	\$ 300.00	\$ 763.34	\$ 1,526.68
11	Tracer Wire Box	1	Each	\$ 278.00	\$ 278.00	\$ 1,000.00	\$ 1,000.00	\$ 475.68	\$ 475.68
12	48" Sanitary Sewer Manhole	8	Each	\$ 6,091.00	\$ 48,728.00	\$ 5,625.00	\$ 45,000.00	\$ 6,471.44	\$ 51,771.52
13	Connect to Existing Sanitary Sewer Manhole	1	Each	\$ 4,850.00	\$ 4,850.00	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00
Total for Bid Schedule A Inclusive \$				\$ 294,000.00		\$ 316,483.48		\$ 325,997.41	

BID TABULATION FOR LAKESHORE DEVELOPMENT**SANITARY SEWER PROJECT #2025-42****BID OPENING: 1:30 P.M., AUGUST 27, 2025****CITY HALL, MITCHELL, SOUTH DAKOTA**

				H & W Contracting, LLC 3416 W Hovland Drive Sioux Falls, SD 57107		Flatland Enterprise, LLC 44670 Grover Street Watertown, SD 57201		ENGINEER'S ESTIMATE	
Bid Schedule A									
Item	Description	Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 28,876.47	\$ 28,876.47	\$ 24,057.80	\$ 24,057.80
2	Remove Asphalt Surfacing	498	SY	\$ 7.50	\$ 3,735.00	\$ 36.82	\$ 18,336.36	\$ 8.00	\$ 3,984.00
3	Traffic Control Miscellaneous	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 6,714.03	\$ 6,714.03	\$ 2,000.00	\$ 2,000.00
4	6" PVC Sewer Pipe	14	Ft	\$ 65.00	\$ 910.00	\$ 74.59	\$ 1,044.26	\$ 50.00	\$ 700.00
5	8" PVC Sewer Pipe	2,318	Ft	\$ 103.00	\$ 238,754.00	\$ 102.13	\$ 236,737.34	\$ 80.00	\$ 185,440.00
6	Post Televising Sanitary Sewer	2,318	Ft	\$ 2.25	\$ 5,215.50	\$ 6.90	\$ 15,994.20	\$ 3.00	\$ 6,954.00
7	8"x6" Pipe Wye	1	Each	\$ 450.00	\$ 450.00	\$ 1,313.69	\$ 1,313.69	\$ 500.00	\$ 500.00
8	Insulate Sewer Main	200	Ft	\$ 22.00	\$ 4,400.00	\$ 26.45	\$ 5,290.00	\$ 20.00	\$ 4,000.00
9	6" PVC Sewer Cap	1	Each	\$ 75.00	\$ 75.00	\$ 688.74	\$ 688.74	\$ 500.00	\$ 500.00
10	8" PVC Sewer Cap	2	Each	\$ 150.00	\$ 300.00	\$ 739.02	\$ 1,478.04	\$ 500.00	\$ 1,000.00
11	Tracer Wire Box	1	Each	\$ 250.00	\$ 250.00	\$ 1,756.57	\$ 1,756.57	\$ 500.00	\$ 500.00
12	48" Sanitary Sewer Manhole	8	Each	\$ 4,800.00	\$ 38,400.00	\$ 8,641.05	\$ 69,128.40	\$ 4,000.00	\$ 32,000.00
13	Connect to Existing Sanitary Sewer Manhole	1	Each	\$ 2,500.00	\$ 2,500.00	\$ 4,698.68	\$ 4,698.68	\$ 3,000.00	\$ 3,000.00
Total for Bid Schedule A Inclusive \$				\$ 349,989.50		\$ 392,056.78		\$ 264,635.80	



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:	September 2, 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:	Action to Approve Agreement #A2025-50, Electric Service at the South WWTP with Central Electric		
Explanation/Background of Agenda Item Requested:	Agreements #A2025-50A & #A2025-50B with Central Electric provides electric service to the South Wastewater Treatment Plant for the Dewatering and Blower buildings. Central Electric is charging the City \$26,020.46 for the Dewatering Building and \$10,765.33 for the Blower Building as connection fees. The agreement states we shall take electric service for a minimum of five years. If the service is disconnected before the five year period, the City shall continue to pay the monthly minimum until the five year period has lapsed. Staff recommends City Council approval of the attached agreements with Central Electric in an amount not to exceed the amounts as previously described and as outlined in the attached agreements. Project Background: The current south wastewater treatment plant was built in the 1970's. The project work includes refurbishing existing blower/electrical building, new activated sludge blower building and aeration system, refurbish existing clarifiers and construct new clarifier, new aerobic sludge digestion and dewatering and additional equalization at the north plant along with other miscellaneous site improvements.		

**CENTRAL ELECTRIC COOPERATIVE
NEW ELECTRIC SERVICE AGREEMENT**

This Electric Service Agreement ("Agreement") is made and entered into by and between City of Mitchell (The Member), and Central Electric Cooperative, Inc. a South Dakota electric cooperative corporation with its business headquarters located at 25487 403rd Ave., Mitchell, SD 57301 ("the Cooperative"). Each of the Member and the Cooperative may individually be referred to as "Party" and collectively as "Parties."

The member agrees to pay the contribution in aid to construction based on Central Electric Line and Service Extension Policy 301. The contribution in aid reflects only a portion of the total cost to construct the line extension to the property. The Electric Service facilities installed by the Cooperative shall remain the property of the Cooperative and payment by the Member shall not entitle the Member to ownership interest or rights therein.

It is agreed that the Member will maintain, or cause to be maintained, uninterrupted electric service for a minimum period of at least sixty (60) months. If electric service is disconnected for any reason prior to the end of the sixty (60) month period, the Member agrees to pay the minimum monthly bill for the time frame difference between the minimum period of sixty (60) months and the cumulative months of receiving electric service prior to the date of disconnection.

The Cooperative shall not be responsible for delays in making installation caused by inability to obtain materials, weather, or other unusual conditions not under its control. The Cooperative will use reasonable diligence to furnish a regular and uninterrupted supply of energy; however, interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances beyond the control of the Cooperative. Interruption of service should be reported by the Member to the Cooperative.

The Member is requesting Electric Service to be located at

260-01-256-71 (New Larson De Watering Building) WO# 223418.
(Legal description or 911 address)

The term of this agreement shall be sixty (60) months from the date the electric service is activated. By signing this agreement, the Member agrees to all applicable policies and procedures outlined by the Cooperative, copies of which will be provided to the Member upon request.

Signature of the Member

Brian Buttz
Signature of the Cooperative Representative

Date

8-19-2025
Date



25487 403rd Avenue • PO Box 850
Mitchell SD 57301-0850
800-477-2892 • 605-996-7516
billinggroup@centralec.coop
www.centralec.coop

INVOICE: 25206

Invoice Date: 08/08/2025
Terms: Due Before Work Will Begin
Due Date: 08/08/2026
Amount Due: \$ 26,020.46

CITY OF MITCHELL
612 N MAIN ST
MITCHELL SD 57301-2620

Account: 3986		Page 1 of 1			
Description: NEW THREE PHASE SERVICE FOR DEWATERING BUILDING					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
NEW SERVICE	1.000	EA	25,500.0000	25,500.00	✓
MESSAGES					
1% INTEREST APPLIED MONTHLY ON UNPAID BALANCES AFTER 30 DAYS. IF CURRENTLY SET UP FOR AUTO PAY ON ELECTRIC BILL THESE CHARGES MAY NOT BE INCLUDED.					
PMTS BY CHECK WILL BE PROCESSED AS AN EFT. THE CHECK WRITER'S ORIGINAL CK WILL NOT BE RETURNED.					
		Subtotal: \$ 25,500.00			
		Tax: \$ 520.46			
		Total: \$ 26,020.46			
		Amount Paid: \$ 0.00			
		Amount Due: \$ 26,020.46			

INCLUDE BOTTOM PORTION WITH PAYMENT



25487 403rd Avenue • PO Box 850
Mitchell SD 57301-0850
800-477-2892 • 605-996-7516
billinggroup@centralec.coop
www.centralec.coop

Account:	3986
Invoice:	25206
Due Date:	08/08/2026
Amount Due:	\$ 26,020.46
Amount Of Payment:	_____

Remit To:

CENTRAL ELECTRIC COOPERATIVE
PO BOX 850
MITCHELL SD 57301-0850

CITY OF MITCHELL
612 N MAIN ST
MITCHELL SD 57301-2620

**CENTRAL ELECTRIC COOPERATIVE
NEW ELECTRIC SERVICE AGREEMENT**

This Electric Service Agreement ("Agreement") is made and entered into by and between City of Mitchell (The Member), and Central Electric Cooperative, Inc. a South Dakota electric cooperative corporation with its business headquarters located at 25487 403rd Ave., Mitchell, SD 57301 ("the Cooperative"). Each of the Member and the Cooperative may individually be referred to as "Party" and collectively as "Parties."

The member agrees to pay the contribution in aid to construction based on Central Electric Line and Service Extension Policy 301. The contribution in aid reflects only a portion of the total cost to construct the line extension to the property. The Electric Service facilities installed by the Cooperative shall remain the property of the Cooperative and payment by the Member shall not entitle the Member to ownership interest or rights therein.

It is agreed that the Member will maintain, or cause to be maintained, uninterrupted electric service for a minimum period of at least sixty (60) months. If electric service is disconnected for any reason prior to the end of the sixty (60) month period, the Member agrees to pay the minimum monthly bill for the time frame difference between the minimum period of sixty (60) months and the cumulative months of receiving electric service prior to the date of disconnection.

The Cooperative shall not be responsible for delays in making installation caused by inability to obtain materials, weather, or other unusual conditions not under its control. The Cooperative will use reasonable diligence to furnish a regular and uninterrupted supply of energy; however, interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances beyond the control of the Cooperative. Interruption of service should be reported by the Member to the Cooperative.

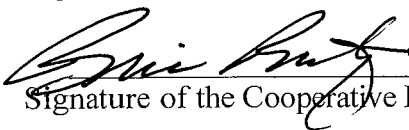
The Member is requesting Electric Service to be located at

260-01-411-45 (New Lagoon Blower Building) WO#223367
(Legal description or 911 address)

The term of this agreement shall be sixty (60) months from the date the electric service is activated. By signing this agreement, the Member agrees to all applicable policies and procedures outlined by the Cooperative, copies of which will be provided to the Member upon request.

Signature of the Member

Date


Signature of the Cooperative Representative

8/19/2025
Date



25487 403rd Avenue • PO Box 850
Mitchell SD 57301-0850
800-477-2892 • 605-996-7516
billinggroup@centralec.coop
www.centralec.coop

INVOICE: 25207

Invoice Date: 08/08/2025
Terms: Due Before Work Will Begin
Due Date: 08/08/2026
Amount Due: \$ 10,765.33

CITY OF MITCHELL
612 N MAIN ST
MITCHELL SD 57301-2620

Account: 3986		Page 1 of 1			
Description: NEW THREE PHASE SERVICE FOR BLOWER BUILDING					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
NEW SERVICE	1.000	EA	10,550.0000	10,550.00	✓
MESSAGES					
1% INTEREST APPLIED MONTHLY ON UNPAID BALANCES AFTER 30 DAYS. IF CURRENTLY SET UP FOR AUTO PAY ON ELECTRIC BILL THESE CHARGES MAY NOT BE INCLUDED.					
PMTS BY CHECK WILL BE PROCESSED AS AN EFT. THE CHECK WRITER'S ORIGINAL CK WILL NOT BE RETURNED.					
		Subtotal:		\$ 10,550.00	
		Tax:		\$ 215.33	
		Total:		\$ 10,765.33	
		Amount Paid:		\$ 0.00	
		Amount Due:		\$ 10,765.33	

INCLUDE BOTTOM PORTION WITH PAYMENT



25487 403rd Avenue • PO Box 850
Mitchell SD 57301-0850
800-477-2892 • 605-996-7516
billinggroup@centralec.coop
www.centralec.coop

Account:	3986
Invoice:	25207
Due Date:	08/08/2026
Amount Due:	\$ 10,765.33
Amount Of Payment:	_____

Remit To:

CENTRAL ELECTRIC COOPERATIVE
PO BOX 850
MITCHELL SD 57301-0850

CITY OF MITCHELL
612 N MAIN ST
MITCHELL SD 57301-2620

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:	September 2, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-42130-43343, \$616,660
Supplemental Appropriation, 101-42130-43343, \$300,000		
Agenda Item:	Action to Approve Agreements #A2025-51, Permanent Easements for the 1st & Main and 7th & Main Traffic Light Improvements Project #2022-08		
Explanation/Background of Agenda Item Requested:	A permanent easement agreement is necessary for the installation of a traffic signal poles on Main Street at three separate locations. Please see attached easement agreements and surveyor's affidavits. The locations and owners are as follows:

#2025-51A- Area Community Theatre, Inc. - Northeast corner of Main Street and 7th Avenue
#2025-51B - CJG Properties, LLC - Northwest corner of Main Street and 7th Avenue
#2025-51C - Caseys Retail Company - Southeast corner of Main Street and 1st Avenue

Staff recommends authorizing Mayor to sign for the permanent easement agreement		

PREPARED BY:
Justin M. Johnson
City Attorney, City of Mitchell
612 North Main Street
Mitchell, SD 57301
(605) 990-7940

PERPETUAL EASEMENT AGREEMENT (CITY)

MAIN STREET DOWNTOWN TRAFFIC SIGNAL DESIGN

OWNER: AREA COMMUNITY THEATRE, INC.

700 N MAIN ST

This Agreement is made and entered into by and between the City of Mitchell acting by and through its City Council hereinafter referred to as "City" and Area Community Theatre, Inc., whose postal address is Po Box 1181 Main St, Mitchell SD 57301, hereinafter referred to as "Donor";

WHEREAS, Donor is the record Owner of real property at 700 N Main St, Mitchell, SD 57301 and legally described as:

Lots 8, 9, 10, 11 and 12 in Block 3 of M.H. Rowleys 1st Addition, City of Mitchell, Davison County, South Dakota

WHEREAS, City needs the following easements for construction, operation, and maintenance of a traffic signal as illustrated in the surveyor's affidavit made part of this easement agreement as Exhibit A.

NOW, THEREFORE, Donor and City hereby agree as follows:

1. Donor does hereby voluntarily grant and donate to City, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Donor, the above described easements.

2. Donor understand Donor's right to have an appraisal prepared and Donor's right to receive just compensation for the above described perpetual easement

in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. Donor shall not erect fences, structures, or obstacles within the perpetual easement.

4. Donor grants permission to City or City's agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the traffic signal is abandoned by the proper action of the City Council and the temporary easement shall be in effect until one (1) year after construction of the Project is complete.

The Donor grants permission to the City to enter upon the above described property to commence construction upon the approval of this AGREEMENT, the above and foregoing AGREEMENT is entered into on this _____ day of _____, _____, and in the witness whereof the Grantor hereunto subscribes by signature.

(Rest of page left intentionally blank. Signature page to follow.)

GRANTOR

Area Community Theatre, Inc.

Date: _____

STATE OF _____)
COUNTY OF _____)SS

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____.

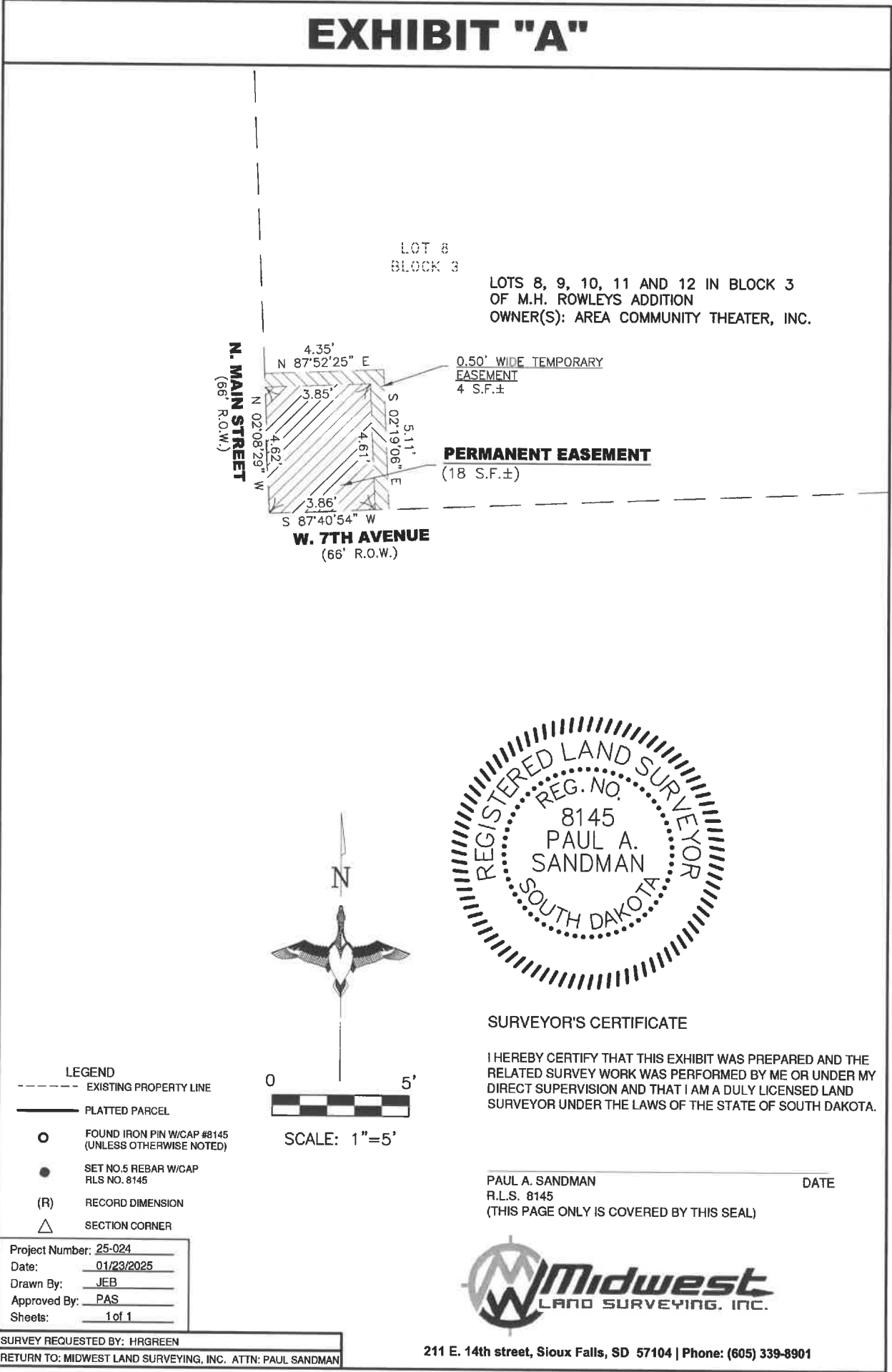
(SEAL)

Notary Public
My commission expires: _____

LOCATION:
LOT 8 IN BLOCK 3 OF M.H. ROWLEYS ADDITION TO THE
CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

PREPARED BY:

PAUL A. SANDMAN, RLS
MIDWEST LAND SURVEYING, INC.
211 E. 14TH STREET
SIOUX FALLS, SOUTH DAKOTA 57104
PHONE: 605-339-8901



PREPARED BY:
Justin M. Johnson
City Attorney, City of Mitchell
612 North Main Street
Mitchell, SD 57301
(605) 990-7940

PERPETUAL EASEMENT AGREEMENT (CITY)

MAIN STREET DOWNTOWN TRAFFIC SIGNAL DESIGN

OWNER: CJG PROPERTIES, LLC

701 N MAIN ST

This Agreement is made and entered into by and between the City of Mitchell acting by and through its City Council hereinafter referred to as "City" and CJG Properties LLC, whose postal address is 909 N Main St, Mitchell SD 57301, hereinafter referred to as "Donor";

WHEREAS, Donor is the record Owner of real property at 701 N Main St, Mitchell, SD 57301 and legally described as:

The East 75' of Lots 11, 12, 13 and 14 in Blk 4, M.H. Rowleys 1st Addition, City of Mitchell, Davison County, South Dakota

WHEREAS, City needs the following easements for construction, operation, and maintenance of a traffic signal as illustrated in the surveyor's affidavit made part of this easement agreement as Exhibit A.

NOW, THEREFORE, Donor and City hereby agree as follows:

1. Donor does hereby voluntarily grant and donate to City, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Donor, the above described easements.

2. Donor understand Donor's right to have an appraisal prepared and Donor's right to receive just compensation for the above described perpetual easement

in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. Donor shall not erect fences, structures, or obstacles within the perpetual easement.

4. Donor grants permission to City or City's agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the traffic signal is abandoned by the proper action of the City Council and the temporary easement shall be in effect until one (1) year after construction of the Project is complete.

The Donor grants permission to the City to enter upon the above described property to commence construction upon the approval of this AGREEMENT, the above and foregoing AGREEMENT is entered into on this _____ day of _____, _____, and in the witness whereof the Grantor hereunto subscribes by signature.

(Rest of page left intentionally blank. Signature page to follow.)

Receipt of an identical copy of this agreement is hereby acknowledged.

Date: _____

PERSONAL ACKNOWLEDGMENT

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.

(SEAL)

Notary Public
My commission expires: _____

The above and foregoing AGREEMENT approved by Grantee this ____ day of _____, 20____.

Authorized Representative of City

LOCATION:
LOT 14 IN BLOCK 4 OF M.H. ROWLEYS ADDITION TO THE
CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

PREPARED BY:

PAUL A. SANDMAN, RLS
MIDWEST LAND SURVEYING, INC.
211 E. 14TH STREET
SIOUX FALLS, SOUTH DAKOTA 57104
PHONE: 605-339-8901

EXHIBIT "A"

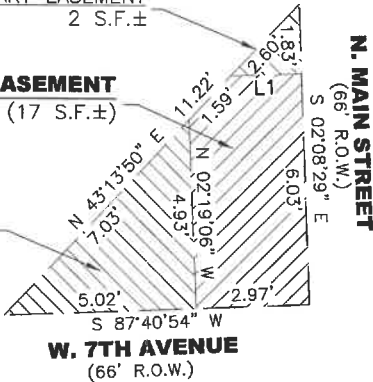
E.75' OF LOTS 11, 12, 13 AND 14 IN
BLOCK 4 OF M.H. ROWLEYS ADDITION
OWNER(S): CJG PROPERTIES, LLC

LOT 14
BLOCK 4

TEMPORARY EASEMENT
2 S.F.±

PERMANENT EASEMENT
(17 S.F.±)

TEMPORARY EASEMENT
12 S.F.±



LINE	BEARING	DISTANCE
L1	S 87°51'31" W	1.85'



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED AND THE
RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND
SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

PAUL A. SANDMAN
R.L.S. 8145
(THIS PAGE ONLY IS COVERED BY THIS SEAL)

DATE

- LEGEND
- EXISTING PROPERTY LINE
 - PLATTED PARCEL
 - FOUND IRON PIN W/CAP #8145 (UNLESS OTHERWISE NOTED)
 - SET NO. 5 REBAR W/CAP RLS NO. 8145
 - (R) RECORD DIMENSION
 - △ SECTION CORNER



Project Number: 25-024
Date: 01/23/2025
Drawn By: JEB
Approved By: PAS
Sheets: 1 of 1

SURVEY REQUESTED BY: HRGREEN
RETURN TO: MIDWEST LAND SURVEYING, INC. ATTN: PAUL SANDMAN



211 E. 14th street, Sioux Falls, SD 57104 | Phone: (605) 339-8901

PREPARED BY:
Justin M. Johnson
City Attorney, City of Mitchell
612 North Main Street
Mitchell, SD 57301
(605) 990-7940

PERPETUAL EASEMENT AGREEMENT (CITY)

MAIN STREET DOWNTOWN TRAFFIC SIGNAL DESIGN

OWNER: CASEYS RETAIL COMPANY

100 S MAIN ST

This Agreement is made and entered into by and between the City of Mitchell acting by and through its City Council hereinafter referred to as "City" and Caseys Retail Company, whose postal address is One SE Convenience Blvd, Ankeny Iowa, 50021, hereinafter referred to as "Grantor";

WHEREAS, Grantor is the record Owner of real property at 100 S Main St, Mitchell, SD 57301 and legally described as:

Lots 16, 17, 18, 19, and 20 in Block 19 of the Original Town of Mitchell, City of Mitchell, Davison County, South Dakota

WHEREAS, City needs the following easements for construction, operation, and maintenance of a traffic signal as illustrated in the surveyor's affidavit made part of this easement agreement as Exhibit A and the permanent easement legally described as:

Starting at the northwest property corner of Lot 20 as described above, traveling at the heading N 87°48'33" E for a distance of 6.62' to the point of beginning, then travel at the heading N 87°48'33" E for a distance of 3.82 feet, then travel at the heading S 02°11'27" E for a distance of 2.95 feet, then travel at the heading S 87°48'33" W for a distance of 3.82 feet, then travel at the heading N 02°11'27" W for a distance of 2.95 feet back to the point of beginning.

NOW, THEREFORE, Grantor and City hereby agree as follows:

1. Grantor does hereby voluntarily grant and donate to City, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Grantor, the above described easements.

2. Grantor understand Grantor's right to have an appraisal prepared and Grantor's right to receive just compensation for the above described perpetual easement in accordance with the Uniform Relocation Assessment and Real Property Acquisition Act of 1970, as amended.

3. Grantor shall not erect fences, structures, or obstacles within the perpetual easement.

4. Grantor grants permission to City or City's agent to enter upon above described easement upon approval of this Agreement.

5. The perpetual easement shall be in effect until the traffic signal is abandoned by the proper action of the City Council and the temporary easement shall be in effect until one (1) year after construction of the Project is complete or July 1, 2026, whichever is first.

The Grantor grants permission to the City to enter upon the above described property to commence construction upon the approval of this AGREEMENT, the above and foregoing AGREEMENT is entered into on this _____ day of _____, _____, and in the witness whereof the Grantor hereunto subscribes by signature.

(Rest of page left intentionally blank. Signature page to follow.)

GRANTOR

Caseys Retail Company

Date: _____

STATE OF _____)
COUNTY OF _____)SS

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)

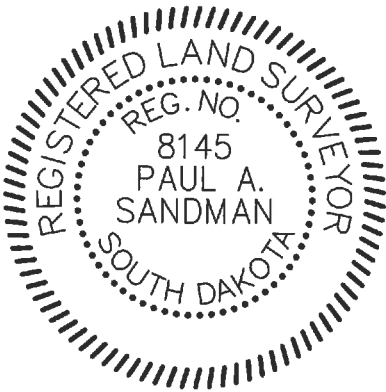
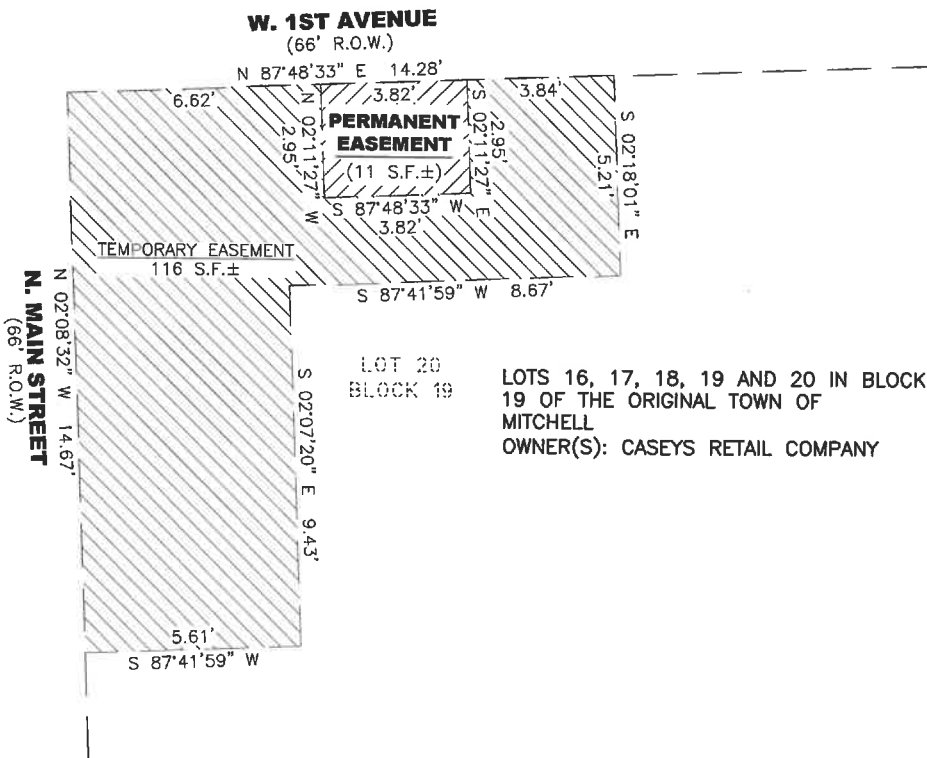
Notary Public
My commission expires: _____

LOCATION:
LOT 8 IN BLOCK 3 OF M.H. ROWLEYS ADDITION TO THE
CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

PREPARED BY:

PAUL A. SANDMAN, RLS
MIDWEST LAND SURVEYING, INC.
211 E. 14TH STREET
SIOUX FALLS, SOUTH DAKOTA 57104
PHONE: 605-339-8901

EXHIBIT "A"



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED AND THE
RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND
SURVEYOR UNDER THE LAWS OF THE STATE OF SOUTH DAKOTA.

PAUL A. SANDMAN
R.L.S. 8145
(THIS PAGE ONLY IS COVERED BY THIS SEAL)

DATE



211 E. 14th street, Sioux Falls, SD 57104 | Phone: (605) 339-8901

- LEGEND
- EXISTING PROPERTY LINE
 - ===== PLATTED PARCEL
 - FOUND IRON PIN W/CAP #8145 (UNLESS OTHERWISE NOTED)
 - SET NO.5 REBAR W/CAP RLS NO. 8145
 - (R) RECORD DIMENSION
 - △ SECTION CORNER



Project Number: 25-024
Date: 01/23/2025
Drawn By: JEB
Approved By: PAS
Sheets: 1 of 1

SURVEY REQUESTED BY: HRGREEN
RETURN TO: MIDWEST LAND SURVEYING, INC. ATTN: PAUL SANDMAN

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:

runway also includes a few small areas of differing pavement sections near the intersection with Runway 13/31. All of these pavement sections are exhibiting signs of distress and failure and should be reconstructed.

The shifting of Runway 18/36 to decouple it from Runway 13/31 will provide a great enhancement to the safety of the airport. The intersecting of runway has long been an avoidable practice but many times surrounding land restraints force them to occur. With the shortening of the runway the airport will have plenty of land space available to accommodate a shift of the runway to the north. Decoupling the runways will increase the safety of all airport users while also eliminating the confusion that comes along with intersecting runways.

The existing beacon structure is an old water tower constructed in the 1940's and is located southeast of the hangar area. The tower is not in use as a water tower and is only used as the beacon tower now as the beacon was placed there out of convenience in the 1940's.

The City recently had the structure evaluated. The results of the study by Alberston Engineering, Inc. showed that a 15' barrier must be constructed around the structure and that it would eventually need to be demolished. The City will handle results of the study themselves. However, a new beacon and beacon structure are required as soon as possible. A new, centrally located beacon is also proposed to be constructed with this project.



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

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

Dear Mayor Hanson:

The Grant Offer for Airport Improvement Program (AIP) **Project No. 3-46-0037-034-2025** 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 **August 29, 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

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date

Airport/Planning Area

Mitchell Municipal Airport

Airport Infrastructure Grant
Number

3-46-0037-034-2025

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 February 27, 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 1 Design - Shift, Narrow, and Reduce Length for Runway 18/36; Construct Taxiway B,

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); 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 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 **\$299,250.**

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

\$299,250 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 except as noted in 49 U.S.C § 47142(b).
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 the Sponsor is 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 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, 49

U.S.C. Chapters 471 and 475, 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 **August 29, 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 AIP 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 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 America.** 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 49 U.S.C. § 47110, 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 they have 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 subrecipient's employees must not engage in:
 - i. Severe forms of trafficking in persons;
 - ii. The procurement of a 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 persons, 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; 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 the performance under this Grant; or

- b) Imputed to the recipient or 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 Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions 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 the performance under this Grant; or
 - b) Imputed to the recipient or 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 Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA 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 paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in 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 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 meanings 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)(1)] 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 on 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 FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that 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, 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.** The sponsor agrees:

- a. that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code; and
- b. to certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) 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**

- a. 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.

- b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) 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 DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or
 - (3) 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 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).
32. **Signage Costs for Construction Projects.** The Sponsor 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. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
35. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

- c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
36. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
37. **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)

(Typed Name)

(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; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); 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

It 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. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.
- ii. 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 February 27, 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:	September 2, 2025	Requested By:	Michelle Bathke
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2025-64, Dissolving Tax Increment District #16		
Explanation/Background of Agenda Item Requested:	All certified bonded indebtedness has been paid in full. This resolution will terminate and dissolve Tax Increment District #16-Innovative Systems.		

RESOLUTION #R2025-64

Resolution Dissolving Tax Increment District #16

PREAMBLE:

WHEREAS, Tax Increment District #16, hereinafter referred to as TID #16, was established on or about September 19, 2011; and

WHEREAS, the positive tax increments during the term of this TID have been deposited in a special fund denominated "Tax Increment District Number Sixteen", for the payment of the incurred authorized debt and expenses of the TID; and

WHEREAS, all debts and expenses of TID #16 have been paid in full, and pursuant to SDCL 11-9-46, the TID shall terminate and the District will be dissolved when the payment of all projected costs and all tax incremental bonds and notes have been paid;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF MITCHELL:

That Tax Increment District #16 be, and it is hereby, dissolved, inasmuch as the payment of all projected costs and all tax incremental bonds and notes have been paid in full.

Adopted this 2nd day of September, 2025.

Mayor

ATTEST:

Finance Officer

(SEAL)



TO: Mayor Jordan Hanson
City Council Members

FROM: Stephanie Ellwein, City Administrator
RE: Current Status of City TIFs as of 8/31/2025

The City of Mitchell has approved 38 Tax increment financing districts from 1995-2025. The total increase to taxable value in the City of Mitchell from these TIFS is over \$113,570,541 (this does not include the increment for TIF 1, 2, or 4 which are not available on the DOR report website). As of August 31, 2025 \$14,217,861 has been provided towards projects that resulted in the \$113,570,541 increased assessed value.

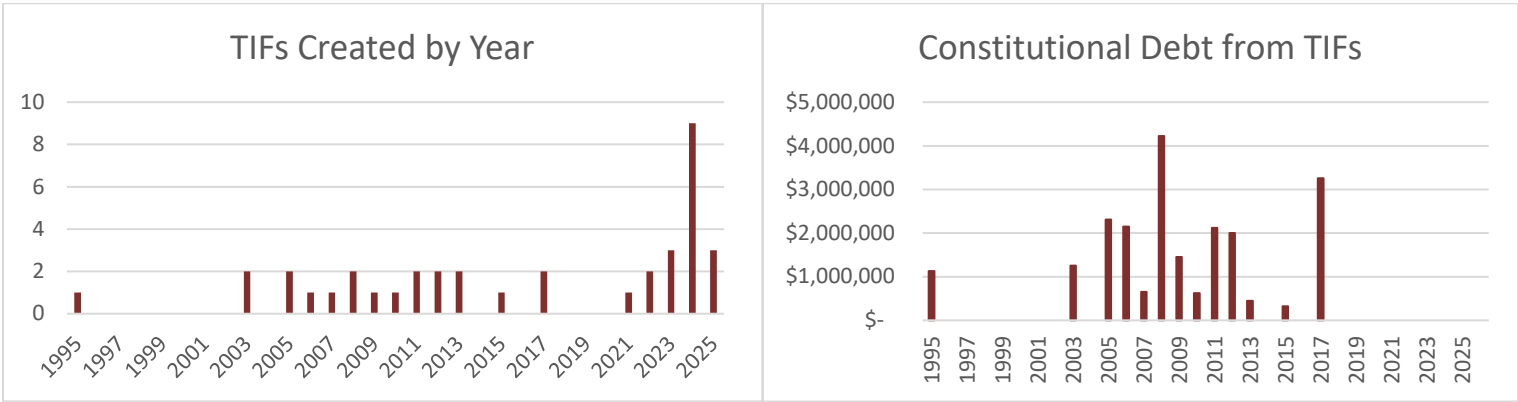
Active TIFs: Of the 38 approved TIFS, 26 are still active in the City of Mitchell.

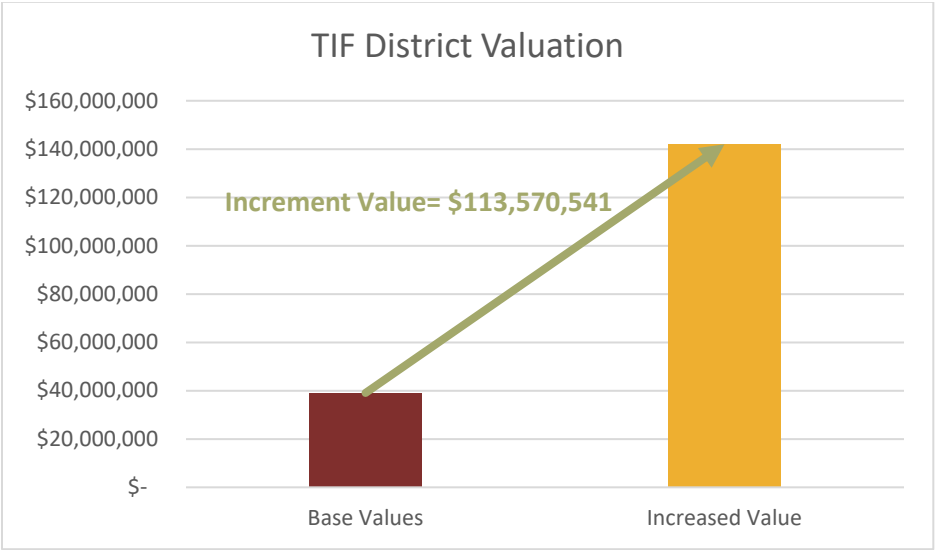
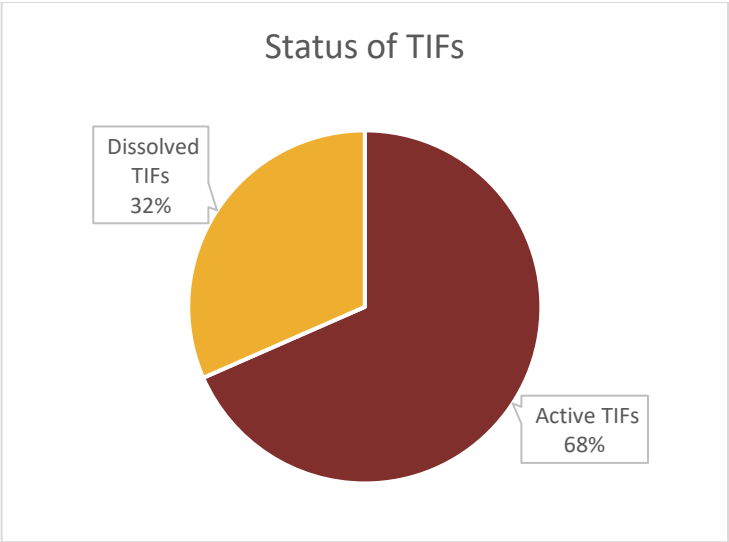
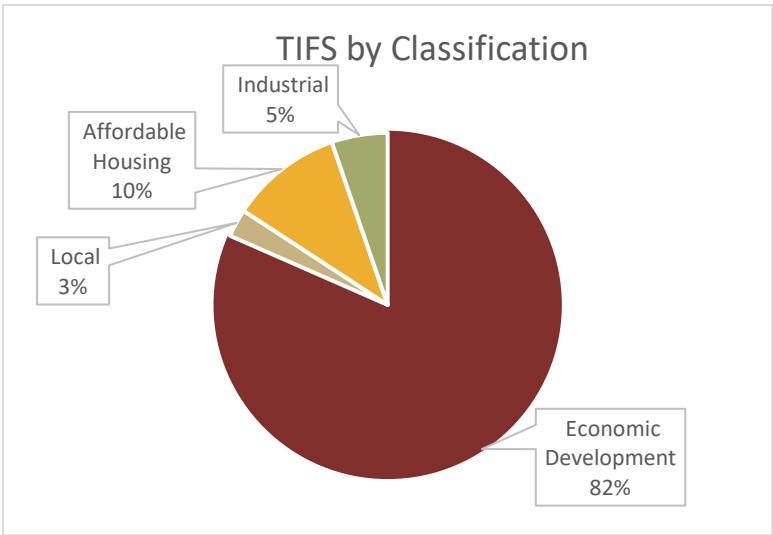
All 13 of the inactive TIFs were dissolved early.

TIF 1	Westview Addition	16 years
TIF 2	Patzer Woodworking	10 years
TIF 4	AKG Midwest	10 years
TIF 5	Iverson	13 years
TIF 7	Commerce Street	18 years
TIF 10	MADC Business Park	11 years
TIF 11	Hunt Fabrication	13 years
TIF 13	MTI	10 years
TIF 15	ProBuild	10 years
TIF 16	Innovative Systems	14 years
TIF 17	Woods Addition	9 years
TIF 18	Starlight Estates	10 years

TIF Timelines

Details on the City’s Tax Increment Financing Application process can be found at www.cityofmitchellsd.gov/TIF





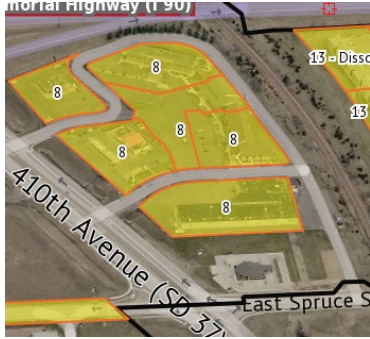
Overlapping TIF Districts

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



Current Active TIFS (as of 8/31/2025)

TIF 8: Highland Conference Center



Established:	2006
Maturity Date:	2026
Approved in TIF:	\$2,150,000
Total Paid (P +I):	\$3,258,225
Base Value:	\$5,900,522
Current Value:	\$12,736,443
Current Increment (to date):	\$6,835,921

TIF 9: Vantage Point



Established:	2007
Maturity Date:	2027
Approved in TIF:	\$650,000
Total Paid (P +I):	\$1,133,333
Base Value:	\$49,543
Current Value:	\$1,819,577
Current Increment (to date):	\$1,770,034

TIF 14 Pepsi/Wispak



Established:	2010
Maturity Date:	2030
Approved in TIF:	\$499,281 (Certified Costs)
Total Paid (P +I):	\$650,615
Base Value:	\$37,207
Current Value:	\$3,717,829
Current Increment (to date):	\$3,580,896

TIF 19: Antach Mitchell Housing



Established:	2013
Maturity Date:	2033
Approved in TIF:	\$243,526
Total Paid (P +I):	\$235,960
Base Value:	\$13,143
Current Value:	\$1,511,319
Current Increment (to date):	\$1,498,176

TIF 20: Morris



Established:	2013
Maturity Date:	2033
Approved in TIF:	\$200,000
Total Paid (P +I):	\$161,656
Base Value:	\$149,308
Current Value:	\$1,499,726
Current Increment (to date):	\$1,300,418

TIF 21: Hohn Enterprises



Established:	2015
Maturity Date:	2035
Approved in TIF:	\$320,000
Total Paid (P +I):	\$128,360
Base Value:	\$139,817
Current Value:	\$1,131,071
Current Increment (to date):	\$991,254

23: Vantage Point



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

TIF 24: Performance Pet



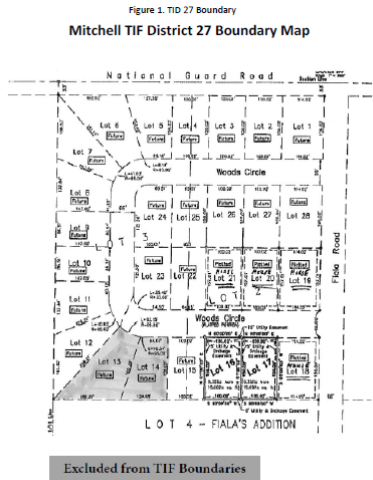
Established:	2017
Maturity Date:	2035 (limited to 18 years)
Approved in TIF:	\$2,600,000
Total Paid (Grant):	\$276,520
Base Value:	\$602,220
Current Value:	\$11,730,848
Current Increment (to date):	\$11,128,628

TIF 26: Western Building



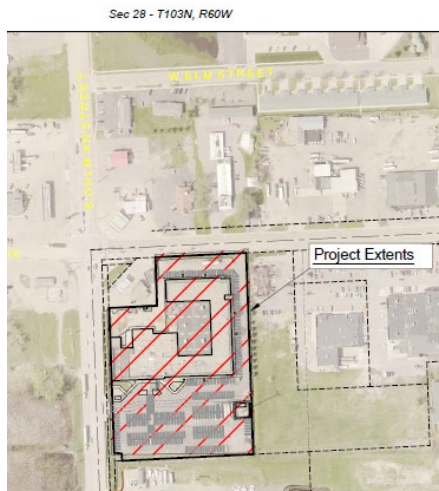
Established:	2021
Maturity Date:	2041
Approved in TIF:	\$1,200,000- Certified
Total Paid (Grant):	\$15,918
Base Value (Certified by DOR)	\$0
Current Value:	\$561,160
Current Increment (to date):	\$561,160

TIF 27: Fiala Housing Development



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

TIF 28: Flats on Havens

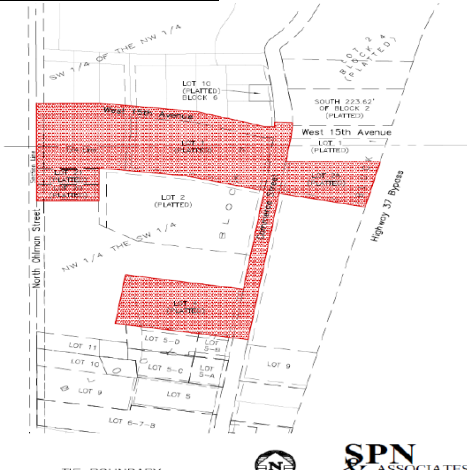
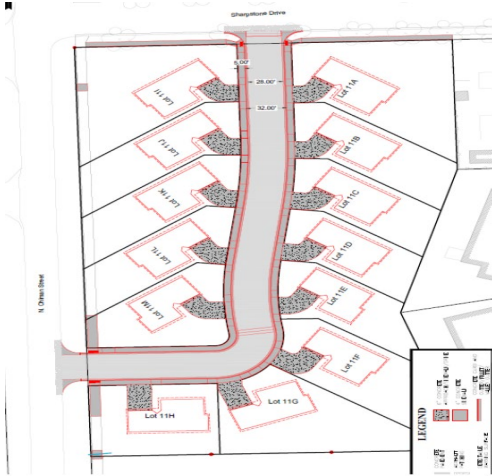


Established:	2022
Maturity Date:	2042
Approved in TIF:	\$1,495,142- Certified
Total Paid (Grant):	\$5,852
Base Value (Certified by DOR)	\$2,083,459
Current Value:	\$2,377,221
Current Increment (to date):	\$293,762

TIF 29: Woolworth Building



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

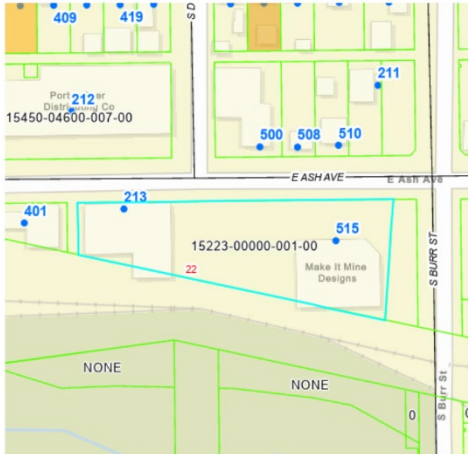


TIF 33: Iverson Powersports



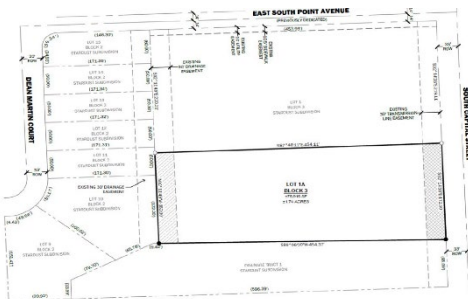
Established:	2024
Maturity Date:	2044
Approved in TIF:	\$750,150
Total Paid (Grant):	\$0
Base Value	\$776,329
Current Value:	\$776,329
Current Increment (to date):	\$0

TIF 34: Iverson ABRA



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

TIF 35: Copper Flats

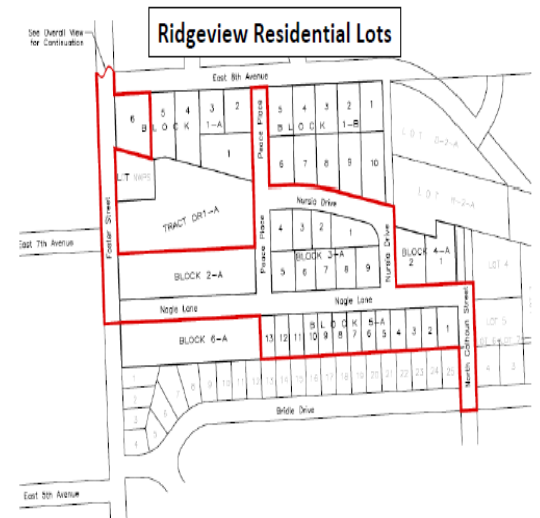
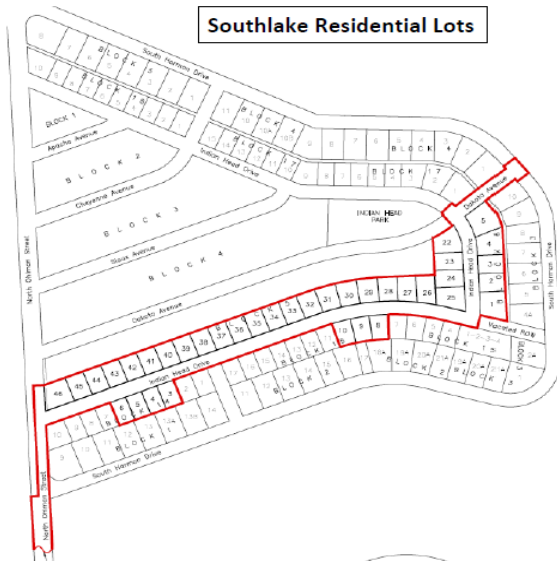


Established:	2024
Maturity Date:	2044
Approved in TIF:	\$675,846
Total Paid (Grant):	\$0
Base Value	\$130,385
Current Value:	\$130,385
Current Increment (to date):	\$0

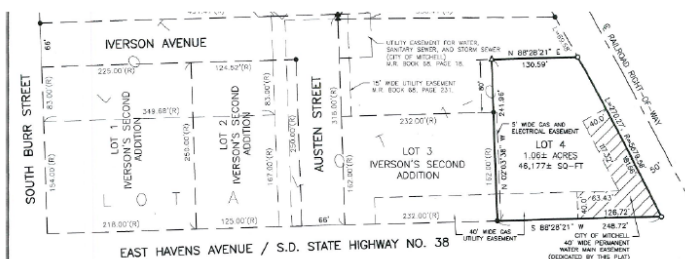
TIF 36: S. Lake & Ridgeview



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$5,509,900
Total Paid (Grant):	\$
Base Value	\$217,468
Current Value:	\$217,468
Current Increment (to date):	\$0



TIF 37: Interstate Glass



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

TIF 38: Palace City Brewery



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

TIF 39: MAD Garage



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$330,206
Total Paid (Grant):	\$0
Base Value	\$208,387
Current Value:	\$208,837
Current Increment (to date):	\$0

TIF 40: Golden Prairie Apartments



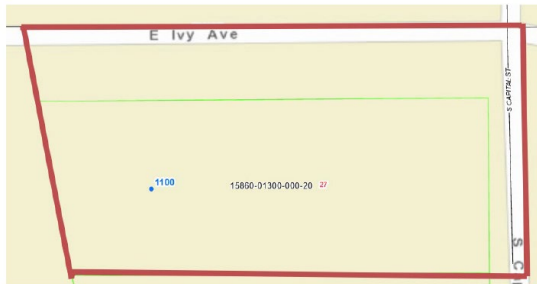
Established:	2024
Maturity Date:	2044
Approved in TIF:	\$1,610,000
Total Paid (Grant):	\$0
Base Value	\$174,720
Current Value:	\$174,720
Current Increment (to date):	\$0

TIF 41: Woods Apartments- Groenweg



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$4,301,866
Total Paid (Grant):	\$0
Base Value	\$367,837
Current Value:	\$208,837
Current Increment (to date):	\$0

TIF 42: Dale's A-1



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$340,105
Total Paid (Grant):	\$0
Base Value	\$360,071
Current Value:	\$360,071
Current Increment (to date):	\$0

TIF 43: Peaceful Pines at the Lake



Established:	2024
Maturity Date:	2044
Approved in TIF:	\$2,893,558
Total Paid (Grant):	\$0
Base Value	\$26,040
Current Value:	\$26,040
Current Increment (to date):	\$0