City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
October 20, 2025

1. **6:00 PM Call to Order**
2. **Pledge Of Allegiance**
3. **Invocation: River Tree Wesleyan**
4. **Roll Call**
5. **Approval Of Consent Agenda Items**
   Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
   - **A. City Council Minutes**
   - **B. Committee Reports**
   - **C. Department Reports**
   - **D. Automatic Supplements**
     Golf Fund in the Amount of $2,500 from a Donation of Funds
   - **E. Raffle Permits**
   - **F. Declare Surplus Property-Police Department**
   - **G. Change Order #4-Final for Marina Improvements Phases 1 & 2 Project #2023-03 to Soukup Construction**
   - **H. Set date of November 3, 2025 on the Application of Cody Foreman dba Bullseyes and Birdies,1307 North Main Street for a new Retail (on-off sale) Malt Beverage & SD Farm Wine License (Video lottery is not included)**
   - **I. Pay Estimates**
   - **J. 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. **Public Comment**
   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 Mark Van Den Hoek-Variance Permit

Mark Van Den Hoek has applied for a Variance Permit for accessory building combination of 3,470 square feet vs 2,000 square feet to build a new accessory building of 1,920 square feet. This is located at 3220 N Main St, legally described as the 400' E of Highway in Irregular Tract 4 in the NW ¼ of Section 10, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned R3 Medium Density Residential District.

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. **Hearing and Action on the Application to Transfer RL-5756 Retail (on-sale) Liquor License from Amore Italian Ristorante & Bar, 1525 West Havens to Flats on Havens, LLC, 1525 West Havens**

11. **Action to Approve the Renewal of the Application for 2026 Medical Cannabis Dispensary License for Genesis Farms, LLC**

12. **Action to Approve Special Event Permit Application for Arts in the Park-Trunk or Treat on Friday, October 31, 2025**

    Street Closure (*$100 Fee*)

13. **Action to Award Bid of 3-Year Cash Rent Leases at the Landfill, Park Hayland, and Waste Water Lagoons for years 2026-2027-2028 Project #2026-05**

14. **Action to Approve the Request for Street Lights at the Ridgeview on Foster Development**

15. **Action to Approve Amendment No. 1 with SPN & Associates for State Revolving Fund (SRF) Water Main Projects #A2024-02**

16. **Action to Approve Agreement #A2025-59, An Agreement between the City of Mitchell and Mitchell City Employees AFSCME Local 2922**

17. **Action to Approve Agreement #A2025-62, Lake Mitchell 50% Probable Maximum Flood Assessment and Breach Analysis Agreement with Houston Engineering**

18. **Action to Approve Agreement #A2025-63, South Dakota DOT Section 5311 and Title IIIB Grant Funds**

19. **Action to Approve Agreement #A2025-64, Peaceful Pines Assignment Agreement**

20. **Action to Approve Resolution #R2025-72, Plat of Lots 7A & 9A in Tract D, Wild Oak Golf Club Addition**

21. **Action to Approve Resolution #R2025-73, Creating Tax Increment District #44 and Approving Project Plan**

22. **Public Hearing for North Ohlman Street Utility Improvement Project**

23. **Hearing and First Reading on Ordinance #O2025-12, Rezoning Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from CJM Second Addition Planned Unit Development to Urban Development**

24. **Hearing & First Reading on Ordinance #O2025-13, Amending CJM Second Addition Planned Unit Development**

25. **First Reading on Ordinance #O2025-14, Fireworks for New Years**

26. **Budget Work Session**

    - **City Coucil Discussion**

27. **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

October 6, 2025
5:00 P.M.

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

ABSENT:

PRESIDING: Mayor Jordan Hanson

BUDGET WORK SESSION:

The City Council discussed and reviewed capital project requests for 2026.

Event Power at Hitchcock Park was reduced by $1,000.00 to $7,500.00.

Hitchcock Park Roadway Lighting was removed. Hitchcock Pool Perimeter Lighting was funded in the amount of $60,000.00.

Riprap for Lake Mitchell Shoreline Stabilization was funded in the amount of $150,000.00.

AGENDA:

Mayor Hanson removed Item #15-Agreement #A2025-59, AFSCME Local 2922 Agreement from the agenda.

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

a. City Council Minutes
   1. Work Session September 15, 2025
   2. City Council September 15, 2025
   3. Special City Council September 22, 2025
   4. Special City Council September 29, 2025
b. Committee Reports
   1. Community Service Board September 11, 2025
c. Raffle Permits
   1. DWU Men's/Women's Basketball with the drawings to be held at home games
   2. DWU Women's Basketball with the drawing to be held on November 15, 2025
   3. Kiwanis Club of Mitchell with the drawing to be held on December 10, 2025

d. Increase in Adult Nutrition Fees
e. Special Event Permit Application for Mitchell Food Pantry Turkey Giveaway on Saturday, November 22, 2025
f. Change Order #1-Final for Hitchcock Park Pickleball Courts Project #2023-14 decreasing the contract amount by $711.94 to Rexwinkel Concrete adjust contract amount to $398,289.16
g. Change Order #2 and #3 for Ohlman/South Harmon Lift Station Project #2023-13 increasing the contract amount by $36,991.00 and $55,117.16 to Halme Inc. adjust contract amount to $1,332,931.66
h. Change Order #1 for Lakeshore Development Sanitary Sewer Project #2025-42 increasing the contract amount by $33,780.03 to Siteworks adjust contract amount to $186,216.97
i. Set date October 20, 2025 for hearing and action on the application to transfer RL-5756 Retail (on-sale) Liquor License from Amore Italian Ristorante & Bar, 1525 West Havens to Flats on Havens, LLC, 1525 West Havens

j. Approval of Gas and Fuel Quotations

Howes Oil Company	**Requested Gallons**	**Bid Gallons**	**Price per Product**	**Total Bid**
On Road Diesel #2	3,000	3,000	$2.745	$8,235.00
Off Road Diesel #2	4,500	4,500	$2.470	$11,115.00
	Total Bid:			$19,350.00

k. Pay Estimates October 6, 2025
Pay Estimate #18 in the amount of $2,222.50 for Wastewater Treatment Plant Improvements #2021-31 contracted to GeoTek Engineering
Pay Estimate #11 in the amount of $107,747.24 for Highway 37 Utilities #2021-45 contracted to Michels Road & Stone
Pay Estimate #53 in the amount of $7,023.69 for Highway 37 Utilities #2021-45 contracted to SPN & Associates
Pay Estimate #54 in the amount of $2,975.13 for Highway 37 Utilities #2021-45 contracted to SPN & Associates
Pay Estimate #13 in the amount of $886,950.42 for Wastewater Treatment Plant-Phase II #2022-01 contracted to John T. Jones Construction
Pay Estimate #26 in the amount of $2,384.00 for 1st/7th & Main Traffic Signals #2022-08 contracted to HR Green
Pay Estimate #12 in the amount of $36,502.87 for North Harmon Sanitary Sewer Outfall Project #2023-06 contracted to Halme Inc
Pay Estimate #26 in the amount of $1,151.78 for North Harmon Sanitary Sewer Outfall Project #2023-06 contracted to SPN & Associates
Pay Estimate #5-Final in the amount of $72,620.88 for Hitchcock Park Pickleball Courts Project #2023-14 contracted to Rexwinkel Construction

Pay Estimate #9 in the amount of $68,305.53 for Ohlman/South Harmon Lift Station Project #2023-16 contracted to Halme Inc
Pay Estimate #5 in the amount of $238,818.56 for 2nd//4th and Main Streetscapes Project #2023-21 contracted to Schoenfelder Construction
Pay Estimate #2 in the amount of $130,491.44 for West End Bridge Project #2023-23 contracted to SFC Civil Constructors
Pay Estimate #12 in the amount of $18,850.00 for West End Bridge Project #2023-23 contracted to Brosz Engineering
Pay Estimate #8 in the amount of $30,333.35 for North Ohlman-23rd to Kemper #2025-01 contracted to SPN & Associates
Pay Estimate #8 in the amount of $1,311.75 for 1st Avenue-Burr to Foster #2025-06 contracted to SPN & Associates
Pay Estimate #2 in the amount of $24,585.00 for Corn Palace Seating #2025-18 contracted to Bailey Metal Fabricators
Pay Estimate #1 in the amount of $91,250.00 for Corn Palace Seating #2025-18 contracted to Pro Polish LLC
Pay Estimate #1 in the amount of $361,815.00 for Corn Palace Seating #2025-18 contracted to Combined Building Specialties

l. 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 AUGUST 31, 2025 – SEPTEMBER 13, 2025: City Council $3,735.28, Mayor $1,614.57, City Administrator $6,841.52, Administrative Boards $2,442.65, Attorney $5,601.88, Finance $15,286.43, Human Resources $4,601.43, Municipal Building $5,515.60, Information Technology $3,453.08, Police $89,620.00, Traffic $5,712.89, Fire $41,365.60, Street $34,864.81 Public Works $26,736.69, Cemetery $7,876.87, Library $17,243.32, Recreation & Aquatics $7,093.52, Recreation Center $16,058.24 Sports Complexes $13,456.82, Ballpark Concessions-$251.24, Parks $19,121.21, Supervision $4,418.10, E911 $25,066.24, Palace Transit $32,277.57, JVCC $1,881.77, Nutrition $4,383.37, Airport $2,669.37, Water Distribution $16,721.58, Sewer $17,566.43, Recycling Program $7,849.35, Waste Collection $7,408.84, Landfill $12,289.90, Corn Palace $22,451.02, Golf Course $6,686.68 Campground $2,553.60, Emergency Medical Services $40,428.80

PAYROLL SEPTEMEBR 14, 2025 – SEPTEMBER 27, 2025: City Council $3,735.28, Mayor $1,614.57, City Administrator $6,691.52, Administrative Boards $2,442.65, Attorney $5,601.88, Finance $15,176.30, Human Resources $4,601.43, Municipal Building $5,515.61, Information Technology $3,453.08, Police $87,700.06, Traffic $5,819.28, Fire $40,647.27, Street $34,870.89 Public Works $26,601.85, Cemetery $7,502.73, Library $17,357.66, Recreation & Aquatics $7,585.74, Recreation Center $17,148.64 Sports Complexes $13,492.35, Parks $17,889.50, Supervision $4,418.10, E911 $25,492.11, Palace Transit $32,616.74, JVCC $2,310.86, Nutrition $4,458.62, Airport $2,669.37, Water Distribution $17,079.16, Sewer $17,128.54, Recycling Program $9,977.19, Waste Collection $6,436.46, Landfill $11,127.64, Corn Palace $22,348.75, Golf Course $6,420.20 Campground $2,568.80, Emergency Medical Services $39,766.49

NEW HIRES:

E-911: Sidney Overbay-$23.152

FIRE: Joseph Dolezal-$31.136

RECREATION & AQUATICS: Jaxson Hartman-$20.00, Logan Heidinger-$20.00, Carter McCormick-$20.00, Timothy Moon-$20.00, Dexter Payne-$20.00, Steven Schoenfelder-$25.00

RECREATION CENTER: Camdyn Beatch-$20.00, Casandra Beaudry-$11.50, Erica Hansen-$14.70, Lexi Hynnek-$14.70, Haley Johnson-$14.70

SPORTS COMPLEXES: Matthew Johnson-$15.20

SALARY ADJUSTMENTS:

CORN PALACE: Amy Gebhard-$15.70, Kendall Herr-$12.20, Dalton Schleuning-$12.20

E-911: Mary Aronson-$33.066, Courtney Cassingham-$23.615

EMS: McKenzy Young-$25.945

FIRE: Justin Adams-$30.399

LANDFILL: Tia Dorsey-$21.394

PALACE TRANSIT: Claire Stan Ruff-$12.70, Tracy Sprinkel-$23.385 George Streetman-$23.385

POLICE: Justin Stoltenburg-$32.721

SPORTS COMPLEXES: Jesse Schlimgen-$25.561

WASTE WATER: Brian Daughters-$33.383

WATER DISTRIBUTION: Tylor Peterson-$40.674

TERMINATION:

PALACE TRANSIT: Tyson Patton

SPORTS COMPLEX: Steele Morgan

WATER DISTRIBUTION: Dawn Morgan

WARRANTS: A-Ox Welding Supply, Supplies-$394.98; AAA Lawn Care and Maintenance, Service-$1,430.00; Aaron Hieb, Reimbursement-$45.00; ABRA Iverson Auto Mitchell, Repairs-$7,162.87; Accounts Management, Garnishment-$1,123.04; Adam Fosness, Reimbursement-$45.00; AFLAC, Aflac Withholding-$9,199.48; AFSCME Council 65, Union Dues-$1,093.26; AJY LLC dba Centennial Carpet, Supplies-$4,683.34; Alex Dagen, Reimbursement-$45.00; Amazon Capital Services, Supplies-$502.15; American Fence, Maintenance-$570.00; American Garage Door, Repair-$1,354.27; American Outlaws Wrestling, Sports Authority Promo-$2,000.00; Andrew Schneider, Reimbursement-$45.00; Aqua-Pure, Supplies-$5,752.50; Associated Supply Company, Supplies-$5,294.64; AT&T Mobility, Utilities-$633.43; AT&T Mobility, Utilities-$1,104.47; Avera Occupational Medicine, Labs-$2,268.00; Avera Queen of Peace, Supplies-$153.65; B&L Communications, Repair-$304.00; Bailey Metal Fabricators, 2025-18A P.E. #2-$24,585.00; Baker & Taylor, Books-$440.48; Barco Products, Supplies-$1,551.29; Bierschbach Equipment and Supplies. Supplies-$6,240.00; Big Daddy D's, Contract Services-$5,899.50; Blackstone Publishing, Audiobook-$35.99; Brad Gates, Reimbursement-$45.00; Bradley's Pub and Grille, Entertainment-$449.34; Brady Andera, Reimbursement-$45.00; Brian Daughters, Reimbursement-$45.00; Brosz Engineering, 2023-23 P.E. #12-$18,850.00; Buhl's Drycleaners and Linen, Laundry Service-$90.00; Builders First Source, Supplies-$310.00; C&B Operations, Supplies-$72.65; Carquest Auto Parts, Repair-$163.58; Casey Tegethoff, Reimbursement-$160.00; Center Point Large Print, Books-$97.08; Central Electric, Utilities-$23,863.71; Chad Cody, Reimbursement-$15.00; Chesterman, Supplies-$2,952.00; CHS Farmers Alliance, Supplies-$11,264.22; City of Mitchell, Utilities-$16,934.44 ; City of Mitchell, Reimbursement-$105,078.00; City of Mitchell, Golf Course Deductions-$1,470.12; City of Mitchell, Recreation Deductions-$2,277.25; City of Mitchell, Supplies-$2,045.65; CK Bicycles and Locks, Supplies-$261.00; Claims Associates, Claim #G25.123828-$4,332.94; Coast to Coast Calibration, Repairs-$203.00; Column Software, Advertising-$792.72; Combined Building Specialties, 2025-18A P.E. #1-$361,815.00; Commercial Asphalt, Supplies-$5,822.48; Connor Davis, Reimbursement-$45.00; Core & Main, Supplies-$5,694.51; Core-Mark, Supplies-$14,640.30; Corn Palace, Supplies-$15.00; Corporate Translation Service, Translation Services-$61.28; Cotiviti, Refund-$4,036.67; County Fair, Supplies-$137.93; Craig Stucky, Reimbursement-$45.00; Dakota Oyate Challenge, Sports Authority Promo-$4,200.00; Dakota Riggers & Tool Supplies, Repair-$250.00; Dakota Supply Group, Supplies-$233.59; Daktronics, Maintenance-$3,631.25; Dan London, Reimbursement-$45.00; Dan Pollreisz, Reimbursement-$45.00; Daniel Fechner, Reimbursement-$160.00; Dave Sietsema, Reimbursement-$45.00; Davison County Register of Deeds, Easement-$60.00; Davison Rural Water Systems, Utilities-$78.45; Delta Dental Plan of South Dakota, Dental Insurance-$17,715.00; Demco, Supplies-$113.38; Department of Agriculture, Supplies-$100.00; Department of Social Services, Child Support-$719.08; Doug Cunningham, Reimbursement-$45.00; Dr. Matthew Schafer, Contract Services-$1,500.00; Dakota Wesleyan University Digital Media and Design, Contract Services-$4,000.00; Dakota Wesleyan University Men's Soccer, Pre-Sturgis Party Workers-$500.00; Dakota Wesleyan University Women's Basketball, Labor Usher-$1,500.00; Elfstrand's Ace Hardware, Supplies-$13.58; Elwood & Martin Appraisals, Professional Service-$4,000.00; Eric Hieb, Base Contract-$9,943.65; Ethan McCune, Reimbursement-$45.00; Etix, Ticketing Fees-$962.55; Fastenal, Supplies-$12.99; Ferguson Waterworks #2516, Supplies-$11,364.27; First National Bank Omaha, Loan Payment-$10,436.80; Fleetpride, Supplies-$706.18; Forum Communications, Advertising-$1,000.00; Galls, Supplies-$133.93; Gaylen's Gourmet Popcorn, Supplies-$741.60; Geotek Engineering & Testing, 2021-31 P.E. #18-$2,222.50; Grainger, Supplies-$108.44; Great

Western Tire , Supplies-$4,200.02; Halme, 2023-16 P.E. #9-$104,808.40; Hawkins, Supplies-$80.00; Heiman, Supplies-$401.39; Hennen Equipment, Supplies-$4,761.43; Honda of Mitchell, Supplies-$31.20; Howes Oil, Supplies-$17,442.18; HR Green, 2022-8 P.E. #26-$2,384.00; I-State Truck Center, Supplies-$1,810.06; Identisys, Supplies-$380.00; Industrial Chem Labs & Service, Supplies-$536.23; Ingram Library Services, Books-$1,466.39; Innovative Office Solution, Supplies-$203.03; Intellipro Security, Maintenance-$8,982.00; Interstate Office Products, Supplies-$127.48; Iverson, Maintenance-$153.42; James Valley Landscape Solutions, Supplies-$134.36; Jamie Henkel, Reimbursement-$45.00; Jaylon Tollefson, Reimbursement-$45.00; JCL Solutions, Supplies-$79.95; Jeff Hanson, Reimbursement-$45.00; Jesse Schlimgen, Reimbursement-$45.00; Joe Galpin, Reimbursement-$45.00; Joe Schroeder, Reimbursement-$45.00; Joelle Dammann, Reimbursement-$45.00; John Hegg, Reimbursement-$45.00; John T Jones Construction, 2022-1 P.E. #13-$886,950.42; Johnson Bros of South Dakota, Supplies-$2,091.40; Jon Thurman, Reimbursement-$45.00; Jon Vermeulen, Reimbursement-$45.00; Jones Supplies, Supplies-$3,162.12; Jordon Sehnert, Reimbursement-$45.00; Joseph King, Reimbursement-$45.00; Karl's, Rental-$220.98; Kathy Hanks, Reimbursement-$45.00; Kevin Dykes, Reimbursement-$45.00; Kevin Kenkel, Reimbursement-$45.00; Kevin Roth, Reimbursement-$45.00; Kevin Sibson, Reimbursement-$45.00; Lamb Motor, 2025 Ford F150 Crew Responder-$103,250.00; Larry's I-90 Service, Supplies-$878.23; Leighton Family Farms, Supplies-$853.20; Lewis Family Drug, Supplies-$66.42; Life 96.5 KNWC, Advertising-$1,350.00; Liz Kitchens, Reimbursement-$45.00; Luke Ruml, Reimbursement-$45.00; M&T Fire and Safety, Supplies-$12,657.00; Make it Mine Designs, Supplies-$2,330.04; Maximum Promotions, Repair-$54.61; McLeod's Printing, Supplies-$2,560.88; Mebius Nursery & Landscaping, Maintenance-$235.00; Melissa Hobaugh, Reimbursement-$45.00; Menard's, Supplies-$1,596.62; Messerli & Kramer, Garnishment-$669.38; Mettler Implement, Repairs-$55.99; Michael Leach, Reimbursement-$45.00; Michelle Bathke, Reimbursement-$45.00; Michels Road & Stonem 2021-45 P.E. #11-$107,747.24; Microsoft Corporation, Online Subscript-$910.00; Midcontinent Communication, Utilities-$95.39; Midwest Oil, Supplies-$1,194.46; Midwest Turf & Irrigation, Supplies-$703.01; Millennium Recycling, Single Stream Fee-$1,739.40; Mitchell Animal Rescue, Management Fee-$350.00; Mitchell Iron & Supply, Supplies-$250.52; Mitchell Marlins Boys Vars, Community Project-$2,000.00; Mitchell Plumbing & Heating, Capital Improvements-$16,250.00; Mitchell School District, Utilities-$1,686.56; Mitchell Soccer, Sports Authority Prom-$5,000.00; Mitchell Telecom, Utilities-$177.88; Mitchell United Way, United Way Deductions-$282.00; Mueller Lumber, Supplies-$98.25; Muth Electric, Maintenance-$9,673.47; N-Able Technologies, Software-$494.40; Napa Central, Supplies-$835.30; Nate Hegg, Reimbursement-$45.00; Nepstads Flower Shop, Employee Recognition-$116.00; Newvision Security, Alarm Monitoring-$227.00; Nolan Tegels, Reimbursement-$45.00; North Central International, Repairs-$813.19; Northern Truck Equipment, Repair-$122.37; Northwest Pipe Fittings, Supplies-$1,259.46; Northwestern Energy, Utilities-$83,229.15; Optilegra, Vision Plan-$259.84; Overdrive, Ebooks-$1,133.67; Paulson Sheet Metal, Repair-$1,071.43; PCC Ambulance Billing Service, Contract-$2,568.64; Pepper Opco, Entertainment-$15,000.00; Pepsi Cola, Supplies-$1,671.92; Peterbilt of Sioux Falls, Maintenance-$6,110.44; Pioneer Manufacturing, Supplies-$2,298.80; Porter Distributing, Supplies-$340.50; Premier Equipment, Supplies-$618.10; Premier Pest Control, Maintenance-$720.00; Pro Polish, 2025-18A P.E. #1-$91,250.00; Public Health Laboratory, Testing-$2,120.00; Qualified Presort Service, Postage-$567.72; Quick Med Claims, Monthly Contract-$1,132.25; Quincy Salmen, Reimbursement-$45.00; Rachel Soulek, Reimbursement Travel-$93.67; Raise Em Rank, Sports Authority-$5,000.00; Raymond Dean, Reimbursement-$45.00; Rexwinkel Concrete, 2023-14 P.E.

#5-Final-$72,620.88; Riverside Technologies, Equipment-$608.00; Robert McCardle, Reimbursement-$45.00; Roger Prewett II, Reimbursement-$45.00; Runnings Supply, Supplies-$7,508.73; Ryland DeVries, Reimbursement-$45.00; S&M Printing, Supplies-$120.00; Saber Shred Solutions, Supplies-$22,259.20; Saga Communications of South Dakota, Advertising-$1,122.00; Santel Communications, Utilities-$30.00; Schoenfelder Construction, 2023-21 P.E. #5-$238,818.56; Schoenfelder Portables, Rentals-$4,390.00; South Dakota Department of Public Safety, Service-$1,608.00; South Dakota Department of Public Safety, Boiler Inspection-$320.00; South Dakota Department of Transportation, Rental-$1,757.00; South Dakota Magazine, Annual Subscription-$29.00; South Dakota Public Assurance Alliance, Insurance-$146.95; South Dakota Retirement System, Retirement Contributions-$130,856.92; South Dakota Secretary of State, Notary Fee-$60.00; South Dakota-Supplemental, Supplemental Retirement-$8,755.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-$4,345.00; SFC Civil Constructors, Supplies-$155,483.94; Shannon Sandoval, Reimbursement-$22.50; Shawn Lachnit, Reimbursement-$45.00; Sherwin-Williams, Supplies-$17.06; Sirchie Acquisition, Supplies-$79.64; South Dakota 811, Message Fees-$306.60; SPN & Associates, 2021-45 P.E. #53-$46,895.70; Standard Insurance, Life Insurance-$2,731.80; Standard Insurance, Life Insurance-$446.43; Staples, Supplies-$535.00; Stephanie Ellwein, Reimbursement-$45.00; Steve Anderson, Reimbursement-$45.00; Sturdevants Auto Value, Supplies-$3,254.78; Sun Gold Sports, Supplies-$705.00; Teamsters Local No. 120, Union Dues-$1,482.00; Terry Johnson, Reimbursement-$45.00; Tessiers Mechanical Contractors, Maintenance-$2,190.05; Thomas Gulledge, Reimbursement-$45.00; Thomas Holleman, Reimbursement-$45.00; Thomas L Price, Physicals-$350.00; Thomas Schuman, Reimbursement-$45.00; Thune True Value & Appliance, Supplies-$104.86; Tiffany Boehmer, Reimbursement-$45.00; TMA Stores, Maintenance-$105.46; Transource, Maintenance-$995.90; Transwest - Sioux Falls, Maintenance-$2,630.17; Ty Moody, Re-Tree Program-$100.00; Tyler Vetch, Reimbursement-$45.00; Tylor Peterson, Reimbursement-$45.00; Upper Midwest Garage Door, Maintenance-$6,288.98; Van Wall Equipment, Supplies-$2,227.96; Verizon Wireless, Utilities-$340.19; Vern Eide Ford, Maintenance-$102.33; Vestis , Supplies-$435.26; Walmart/Capital One, Supplies-$176.32; Wanda Graves, Reimbursement-$45.00; William Parks, Rental-$1,100.00; Zach Dalrymple, Reimbursement-$45.00; Ellwein Brothers, Supplies-1187.10; Clover, Credit Card-$104.80; Wageworks, Health Insurance-$165.00; CSG Forte, Credit Card-$549.74

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

CITIZENS INPUT:

Corn Palace Director Dave Sietsema stated all of the seats are in the Corn Palace, the handrails are going in now, and the platforms will be installed in November.

Area Community Theatre Board President, Cat Erickson, clarified the usage of the subsidy funding from the city in 2025.

Mitchell resident Steve Sibson shared his concerns regarding Tax Increment District #41.

Community member, Jeff Harris, recommended that the City Council reconsider the location and the

size of a second fire station.

BOARD OF ADJUSTMENT:

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

Moved by Goldammer, seconded by Tjarks, to set date for October 20 2025 on the application of Mark Van Den Hoek for a variance for an accessory building combination of 3,470 square feet vs 2,000 square feet to build a new accessory building of 1,920 square feet located at 3220 North Main Street, legally described as the 400' E of Highway in Irregular Tract 4 in the NW ¼ of Section 10, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. Motion carried.

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

PRESENTATION:

A recruitment presentation by Banks Perry of Retail Strategies out of Birmingham, Alabama was proposed. The recruitment strategy would bring more retailers to Mitchell and reduce the amount of dollars leaving the community.

HEARINGS:

It was advised that this is the date and time set for hearing on the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for October 18, 2025 for a wedding. Moved by McCardle, seconded by Barington, to approve said application. Motion carried.

CONSIDER APPROVAL:

Moved by Tjarks, seconded by Goldammer, to approve Agreement #A2025-57, A Bargaining Agreement between the City of Mitchell and IAFF Local 4166 for 2026-2028. Motion carried.

Moved by Tjarks, seconded by McCardle, to approve Agreement #A2025-58, An Agreement between Teamsters Local Union No 120 affiliated with the International Brotherhood of Teamsters and the City of Mitchell for Mitchell Police Department Employees for 2026-2028. Motion carried.

Moved by Goldammer, seconded by Barington, to approve Agreement #A2025-60, A Memorandum of Understanding between Dakota State University and the City of Mitchell for Cybersecurity. Motion carried.

Moved by Goldammer, seconded by Smith, to approve Agreement #A2025-61, Airport Improvement Program Grant for Runway 18-36 Project No. 3-46-0037-034-2025 with the South Dakota Department of Transportation and authorize the Mayor to sign. Motion carried.

RESOLUTION:

Moved by Sabers, seconded by Goldammer, to approve Resolution #R2025-69, Annexation of Lot 3 of Singapore Slab Tract 1, a subdivision of the East ½ of the SE ¼ of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2025-69

ANNEXATION OF LOT 3 OF SINGAPORE SLAB TRACT 1, A SUBDIVISION OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

WHEREAS, JTZ Properties LLC has petitioned to annex the real property legally described as Lot 3 of Singapore Slab Tract 1, a subdivision of the East 1/2 of the SE 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

WHEREAS: JTZ Properties LLC is the sole owner and petitioners of the real property described in this resolution; and

WHEREAS: There are no registered voters residing in the territory sought to be annexed and

WHEREAS: there are no improvements located on the real property; and

WHEREAS: the real property is contiguous to the corporate limits of the City of Mitchell, Davison County, South Dakota; and

WHEREAS: an exhibit depiction is hereto attached.

NOW THEREFORE, be it resolved that in accordance with SDCL Chapter 9-4, the City Council of the City of Mitchell, Davison County South Dakota hereby annexes the above real property.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Goldammer, to approve Resolution #R2025-71, Annexation of Lot 1 of Tract M, Wild Oak Golf Club Addition in the Southeast ¼ of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2025-71

ANNEXATION OF LOT 1 OF TRACT M, WILD OAK GOLF CLUB ADDITION IN THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

WHEREAS, Ronald L. Kristensen has petitioned to annex the real property legally described as Lot 1 of Tract M, Wild Oak Golf Club Addition in the Southeast 1/4 of Section 23, Township 103 North, Range 60 West of the 5th P.M., Davison County, South Dakota.

WHEREAS: Ronald L. Kristensen is the sole owner and petitioners of the real property described in this resolution; and

WHEREAS: There are no registered voters residing in the territory sought to be annexed and

WHEREAS: there are no improvements located on the real property; and

WHEREAS: the real property is contiguous to the corporate limits of the City of Mitchell, Davison County, South Dakota; and

WHEREAS: an exhibit depiction is hereto attached.

NOW THEREFORE, be it resolved that in accordance with SDCL Chapter 9-4, the City Council of the City of Mitchell, Davison County South Dakota hereby annexes the above real property.

Motion carried and resolution declared duly adopted.

BUDGET WORK SESSION:

The City Council continued discussing and reviewing capital project requests for 2026.

The 5-hole short course expansion at the Golf Course was funded at a cost of $1,053,000.00 with future discussion after Council Member Sabers meets with the Golf Board. The other golf course improvements have been removed.

The Retail Strategies proposal will be brought back for future discussion.

The basketball court and parking lot at Hitchcock Park was funded at $40,000.00 ($31,000 plus the $9,000 from the 2025 budget).

The Debt Service Payment for Lake Mitchell was reduced to $270,923.00.

ADJOURN:

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

Michelle Bathke

Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

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

Planning Commission 10-14-25
City Council Chambers, City Hall, 612 N. Main Street
October 14, 2025

1. Call to Order

Chairperson Genzlinger called the October 14, 2025 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

Quorum is met, simple majority vote required for all items.
Present: Bathke, Genzlinger, Gunkel, Havlik, Osterloo, Schmitz, Schreurs, Sonne.
Absent: None.
Staff Present: Boehmer, Dammann, Ellwein, Hegg, Jenniges, J Johnson, Schroeder.

3. Declaration Of Conflicts Of Interests

Schmitz item #12.

Schreurs item #13.

4. Approve Agenda

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

5. Approval of Previous Minutes: August 25, 2025

Motion by Osterloo, seconded by Schreurs to approve the proposed minutes of the August 25, 2025 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: October 27, 2025

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

7. Rezone Hearing & Recommendation: Lyle Haring, 2635 Anthony Ave

Lyle Haring is requesting the following property legally described as; Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; be changed from CJM Second Addition Planned Unit Development to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were two responses in favor that made the packet and two that did not but had no comments on it. The applicant was present to answer questions.

Jenniges gave an overview of the area using GIS. He said the applicant would like to plat his three parcels into one for taxing reasons, but one of his parcels is zoned differently, so he has to rezone to all be the same. The land is contiguous for the rezone and meets all zoning regulations of the new proposed zoning district.

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

8. Hearing and Recommendation: an Ordinance Amending 10-9C-01, Lot 5, Block 1 CJM second Addition

Lyle Haring is requesting to amend CJM Second Addition Planned Development District by changing 10-9C-1 Legal Description from "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota." to "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota except Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota"

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 two that did not but had no comments on it. The applicant was present to answer questions.

Jenniges said that his goes with item number 7 on the agenda. Because the land Haring is requesting to be rezoned is in a PUD and that a PUD has a legal description with it. This request is to exclude Harings' legal description from the PUD.

Motion by Schreurs, seconded by Sonne to recommend approval of the ordinance amendment. All present voting aye; motion carried.

9. Variance Permit: Mark Van Den Hoek

Mark Van Den Hoek has applied for a Variance Permit for accessory building combination of 3,470 square feet vs 2,000 square feet to build a new accessory building of 1,920 square feet. This is located at 3220 N Main St, legally described as the 400' E of Highway in Irregular Tract 4 in the NW ¼ of Section 10, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned R3 Medium Density Residential District.

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

Jenniges gave an overview of the area using GIS. The applicant would like to build a 32' x 60' addition onto his existing shed which puts him over the 2,000 sq ft. It will meet setbacks of R3.

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

10. Hearing & Action on Establishing the Boundaries and Approval of the Project Plan for Tax Increment Financing District #44

Jenniges gave an overview of the area using GIS. This area has been platted in the past few months. Part of the TIF does overlap with county TID #2. However, they are not making any improvements to that lot until that TIF is paid off which is anticipated to be 2028. City staff did an internal review of the TIF and gave comments back to the applicant. This is a developer finance TIF for Economic Development. The applicant is requesting $2,921,326, which is the full amount of the projected assessment value tax increase over the next 20 years. The project cost is $9,271,970 with $5,469,405.15 of TIF eligible costs. The project will consist of building a new restaurant/bar with a banquet room located within Lot 2B1. This will be a fine-dinging concept employing up to 15 full-time employees and 25 part-time employees. The restaurant facility is estimated for completion in November 2026 with construction starting in the fall of 2025. Also in the area but not included with the TIF is a quick-service restaurant and a lodging facility. The developer will waive the discretionary tax abatement. They have also stated in the project plan that the project would not work but for the use of the TIF. All costs will be certified by the city finance prior to payment of grant funds. The applicant was present to answer questions.

Genzlinger questioned what would happen if they didn't have the other developments within the area to produce the projected assessment increases. Ellwein said that the developer would be responsible for paying for any shortages that happen. The TIF is not front end loaded, meaning they don't get all the money up front, they get money as the assessment of the project moves forward and the difference in taxes from the frozen assessment to the new assessment.

Don Petersen, of Morgan Theeler, representing the applicant, stated that the developer knows if this area does not fully develop that they will have to pay for the shortage. The TIF is one of four major hurdles for the project, and it will not move forward without the TIF.

Chuck Mauszycki Sr stated the project wouldn't move forward without the TIF. So far they are meeting their goals and timelines. They are almost ready for the project to go out for bid and 6 of the 16 investors will be part of the build.

Steve Sibson stated that he is in favor of the project and the Mauszycki family is a long-time family friend. Sibson said he has been working with the state on TIF's and that there are problems with this project plan. He believes county TIF 2 should be an added pdf to this project since it's overlapping. There is no way to prove the "but for" clause because they don't have enough financials in the project plan. He believes the land base value is calculated incorrectly because it's assessed as ag land, but it's zoned commercial, so it should have a higher base value. He believes that the project does not need a TIF to continue.

Genzlinger stated he believed the land being assessed as ag and not commercial like the property to the south, because it has been farmground, and it has not been developed and has no buildings on it.

Motion by Havlik, seconded by Schreurs,to set the boundaries as presented for TIF District

#44 to include the following:

LOTS TWO B ONE (2B1) AND TWO C ONE (2C1), A SUBDIVISION OF LOT TWO (2), BLOCK FOUR (4), WESTWOOD FIRST ADDITION IN THE NORTHWEST QUARTER (NW1/4) OF SECTION SIXTEEN (16), TOWNSHIP ONE HUNDRED THREE (103) NORTH, RANGE SIXTY (60), WEST OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA;

THAT PORTION OF COMMERCE STREET LOCATED ALONG THE WESTERLY BORDER OF LOTS TWO B ONE (2B1) AND TWO C ONE (2C1); AND

LOT ONE (1), BLOCK TEN (10), A SUBDIVISION OF BLOCK FOUR (4) OF WESTWOOD FIRST ADDITION IN THE NORTHWEST QUARTER (NW1/4) OF SECTION SIXTEEN (16), TOWNSHIP ONE HUNDRED THREE (103) NORTH, RANGE SIXTY (60) WEST OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA;

All present voting aye; motion carried.

Motion by Schmitz, seconded by Sonne to approve the project plan and recommend approval of TIF District #44. All present voting aye; motion carried.

11. Plat: DWU, Kittle & Reider

Plat of Lots 7A & 9A in Tract D, Wild Oak Golf Club Addition to the City of Mitchell, in the SE 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota

Jenniges gave an overview of the area using GIS. Kittle and Reider are purchasing Lot 8 from DWU, which this plat is vacating Lot 8 that DWU owned. Kittle and Reider are vacating and replanting their original lots to include the land they are purchasing from DWU. The applicants were not present to answer questions.

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

12. Plan Approval: Schmitz Construction, 926 N Main St, zoned Central Business District

Jenniges gave an overview of the area using GIS. The applicant has requested to demo a couple portions of the building and request a building permit to add back an addition. The applicant was present to answer questions.

Schmitz stated that they had originally just planned to demo one of the structures, but after getting into the second area, they decided that would need to be demoed as well and built back new.

Genzlinger stated he was happy to see someone is doing something with this building as it needs some repair.

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

13. Plat: Servicemen's Memorial Cemetery Associtation Inc

Plat of Veterans Memorial Park Tract 1, a subdivision of the SE 1/4 of the WSE 1/4 of the SW 1/4 of Section 9, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. This is being platted for a bathroom to be built on the property. After the bathroom is built, the City of Mitchell will acquire ownership of the lot. The parent parcel is still in the county, so County Planning Commission and County Commission will also hear this at their next meetings. Zoning and building authority still lies with the City of Mitchell. The applicant was present to answer any questions.

Motion by Sonne, seconded by Schmitz to approve the plat.

Dwight Stadler stated he is the treasurer for the Servicemen's Memorial Cemetery, and he is requesting the plat be tabled. They were not notified that the plat had been completed, and the plat boundaries are in the wrong location.

Substitute motion by Sonne, seconded by Schmitz to postpone the plat until the correct one is provided. All present voting aye, with Schreurs abstaining; motion carried.

14. Other Business:

None.

15. Public Input:

None.

16. Adjourn

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

Kevin Genzlinger
Planning Commission Chairperson

CITY OF MITCHELL
1ST and 2ND PENNY SALES TAX

QUARTERLY COLLECTION HISTORY

Reported figures reflect actual collections for each one cent of sales tax (double the total collected).

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2011	**4,916,440.28**	3.66%	998,091.40	1,176,128.73	1,307,903.85	1,434,316.30
2012	**5,368,608.63**	9.20%	1,143,164.57	1,218,120.94	1,418,090.62	1,589,232.50
2013	**5,213,186.08**	-2.89%	1,136,426.56	1,191,087.68	1,399,370.45	1,486,301.39
			-0.59%	2,327,514.24. -1.43%	3,726,884.69. -1.41%	5,213,186.08 -2.89%
2014	**5,408,745.24**	3.75%	1,132,139.50	1,177,315.69	1,503,870.05	1,595,420.00
			-0.37%	2,309,455.19. -0.78%	3,813,325.24 2.32%	5,408,745.24 3.75%
2015	**5,560,346.84**	2.80%	1,246,307.22	1,111,031.77	1,542,948.86	1,660,058.99
			10.08%	2,357,338.99 2.07%	3,900,287.85 2.28%	5,560,346.84 2.80%
2016	**5,471,800.14**	-1.59%	1,121,498.95	1,189,015.16	1,640,952.14	1,520,333.89
			-10.01%	2,310,514.11 -1.99%	3,951,466.25 1.31%	5,471,800.14 -1.59%
2017	**5,472,944.38**	0.02%	1,168,606.89	1,172,899.95	1,719,455.47	1,411,982.07
			4.20%	2,341,506.84 1.34%	4,060,962.31 2.77%	5,472,944.38 0.02%
2018	**5,724,840.89**	4.60%	1,336,167.88	1,130,017.30	1,793,804.79	1,464,850.92
			14.34%	2,466,185.18 5.32%	4,259,989.97 4.90%	5,724,840.89 4.60%
2019	**5,645,323.19**	-1.39%	1,295,844.66	1,108,413.91	1,729,191.09	1,511,873.53
			-3.02%	2,404,258.57 -2.51%	4,133,449.66 -2.97%	5,645,323.19 -1.39%
2020	**5,615,768.74**	-0.52%	1,282,714.51	1,054,141.12	1,780,199.71	1,498,713.40
			-1.01%	2,336,855.63 -2.80%	4,117,055.34 -.40%	5,615,768.74 -.52%
2021	**6,187,725.34**	10.18%	1,264,770.83	1,255,519.24	2,026,764.68	1,640,670.59
			-1.40%	2,520,290.07 7.85%	4,547,054.75 10.44%	6,187,725.34 10.18%
2022	**6,775,812.09**	9.50%	1,484,890.62	1,621,947.17	1,847,020.72	1,821,953.58
			17.40%	3,106,837.79 23.27%	4,953,858.51 8.95%	6,775,812.09 9.50%
2023	**7,250,061.70**	7.00%	1,593,252.54	1,709,516.39	1,994,129.14	1,953,163.63
			7.30%	3,302,768.93 6.31%	5,296,898.07 6.92%	7,250,061.70 7.00%
2024	**7,658,645.68**	5.64%	1,755,977.81	1,525,978.27	2,292,687.17	2,084,002.43
			10.21%	3,281,956.08 -0.63%	5,574,643.25 5.24%	7,658,645.68 5.64%
2025	**5,647,418.77**	1.31%	1,836,550.27	1,390,644.32	2,420,224.18	
			4.59%	3,227,194.59 -1.67%	5,647,418.77 1.31%	

CITY OF MITCHELL

1ST & 2ND PENNY SALES TAX
MONTHLY COLLECTION HISTORY

YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2011+	4,750,000	4,916,440.28	3.66	250,103.91	365,260.54	382,726.95	412,828.04	393,665.81	369,634.88	432,490.26	545,861.28	329,552.31	385,888.30	469,123.49	579,304.51	
2012	4,975,000	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53	
2013	5,228,000	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15	
2014	5,375,000	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65	
2015	5,375,000	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07	
2016	5,590,000	5,471,800.14	(1.59)	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	491,896.66	386,211.17	642,226.06	
2017	5,590,000	5,472,944.38	0.02	314,226.16	439,907.44	414,473.29	428,428.32	360,943.07	383,528.56	703,067.14	450,666.82	565,721.51	395,455.72	467,453.85	549,072.50	
2018	5,471,800	5,724,840.89	4.60	383,276.70	505,707.15	447,184.03	402,686.59	443,340.74	283,989.97	720,544.06	546,190.43	527,070.30	378,035.60	429,741.17	657,074.15	
2019	5,521,800	5,645,323.19	(1.39)	380,964.38	475,050.96	439,829.32	286,501.27	595,560.40	226,352.24	617,301.74	648,368.69	463,520.66	487,890.04	535,978.36	488,005.13	
2020	5,378,333	5,615,768.74	(0.52)	482,425.98	401,397.66	398,890.87	476,968.75	422,410.65	154,761.72	820,662.75	494,907.24	464,629.72	520,474.40	441,945.44	536,293.56	
2021	5,593,333	6,187,725.34	10.18	504,793.07	370,090.20	389,887.56	596,963.70	510,380.97	148,174.57	935,626.32	509,241.13	581,897.23	540,337.38	461,781.44	638,551.77	
2022	5,715,769	6,775,812.09	9.50	583,303.14	371,021.69	530,565.79	581,055.46	484,781.15	556,110.56	656,824.67	536,419.86	653,776.19	614,839.88	529,332.04	677,781.66	
2023	5,900,000	7,250,061.70	7.00	540,211.39	535,030.61	518,010.54	587,336.88	552,642.54	569,536.97	740,477.38	532,185.96	721,465.80	595,898.42	622,051.08	735,214.13	
2024	6,526,817	7,658,645.68	5.64	523,359.33	671,681.61	560,936.87	521,925.50	716,780.80	287,271.97	875,526.51	801,243.12	615,917.54	672,847.10	735,394.79	675,760.54	Monthly
				523,359.33	1,195,040.94	1,755,977.81	2,277,903.31	2,994,684.11	3,281,956.08	4,157,482.59	4,958,725.71	5,574,643.25	6,247,490.35	6,982,885.14	7,658,645.68	YTD
						1,836,550.27			1,390,644.32			2,420,224.18			0.00	Quarter
2025	6,716,495	5,647,418.77	1.31	649,870.29	634,870.82	551,809.16	607,818.80	629,146.18	153,679.34	1,024,211.81	912,502.62	483,509.75				Monthly
				649,870.29	1,284,741.11	1,836,550.27	2,444,369.07	3,073,515.25	3,227,194.59	4,251,406.40	5,163,909.02	5,647,418.77	5,647,418.77	5,647,418.77	5,647,418.77	YTD
				24.17%	**7.51%**	**4.59%**	**7.31%**	**2.63%**	**-1.67%**	**2.26%**	**4.14%**	**1.31%**				YTD %

\+ Adjusted for Sales Tax Repayment to the City of Mitchell from the Dept. of Revenue in the amount of $179,411.96 ($89,705.98 per penny).

CITY OF MITCHELL
ENTERTAINMENT TAX

QUARTERLY COLLECTION HISTORY

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2011	**656,532.15**	-1.21%	118,695.00	136,300.85	208,391.15	193,145.15
2012	**697,676.11**	6.27%	125,969.05	147,874.96	203,448.99	220,383.11
2013	**691,101.94**	-0.94%	131,955.75	144,977.31	221,211.54	192,957.34
			4.53%	276,933.06 1.13%	498,144.60 4.37%	691,101.94 -0.94%
2014	**725,646.21**	5.00%	135,546.54	142,149.17	225,519.46	222,431.04
			2.72%	277,695.71 0.28%	503,215.17 1.02%	725,646.21 5.00%
2015	**770,673.56**	6.21%	154,511.20	146,311.07	253,959.91	215,891.12
			13.99%	300,822.27 8.33%	554,782.44 10.25%	770,673.56 6.21%
2016	**793,240.17**	2.93%	145,551.59	157,655.63	250,026.46	240,006.49
			-5.80%	303,207.22 .79%	553,233.68 -.28%	793,240.17 2.93%
2017	**790,107.66**	-0.39%	147,688.45	169,649.01	269,219.66	203,550.54
			1.47%	317,337.46 4.66%	586,557.12 6.02%	790,107.66 -.39%
2018	**789,559.57**	-0.07%	164,059.02	143,388.32	278,327.96	203,784.27
			11.08%	307,447.34 -3.12%	585,775.30 -.13%	789,559.57 -.07%
2019	**833,576.12**	5.57%	174,314.16	155,419.75	280,794.78	223,047.43
			6.25%	329,733.91 7.25%	610,528.69 4.23%	833,576.12 5.57%
2020	**755,428.66**	-9.37%	172,442.09	124,320.72	245,967.43	212,698.42
			-1.07%	296,762.81 -10.00%	542,730.24 -11.10%	755,428.66 -9.37%
2021	**929,153.77**	23.00%	158,059.05	179,764.88	345,504.57	245,825.27
			-8.34%	337,823.93 13.84%	683,328.50 25.91%	929,153.77 23.00%
2022	**974,002.42**	4.83%	184,256.30	233,236.54	300,335.19	256,174.39
			16.57%	417,492.84 23.58%	717,828.03 5.05%	974,002.42 4.83%
2023	**974,198.96**	0.02%	199,200.39	210,464.62	305,683.90	258,850.05
			8.11%	409,665.01 -1.87%	715,348.91 -.35%	974,198.96 .02%
2024	**1,034,854.90**	6.23%	207,640.71	194,906.04	337,926.29	294,381.86
			4.24%	402,546.75 -1.74%	740,473.04 3.51%	1,034,854.90 6.23%
2025	**818,395.93**	10.52%	238,539.31	200,542.96	379,313.66	
			14.88%	439,082.27 9.08%	818,395.93 10.52%	

CITY OF MITCHELL

3RD PENNY SALES TAX

MONTHLY COLLECTION HISTORY

YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2011	633,000	656,532.15	(1.21)	26,671.51	39,718.12	52,305.37	38,082.17	55,190.54	43,028.14	60,191.20	88,869.14	59,330.81	63,627.23	61,965.11	67,552.81	
2012	685,000	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15	
2013	698,000	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53	
2014	722,000	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95	
2015	722,000	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53	
2016	750,000	793,240.17	2.93	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	89,887.83	68,789.53	81,329.13	
2017	680,000	790,107.66	(0.39)	40,489.65	56,521.74	50,677.06	61,899.68	49,494.55	58,254.78	101,128.39	68,449.71	99,641.56	64,528.02	65,496.74	73,525.78	
2018	820,000	789,559.57	(0.07)	41,017.18	62,200.06	60,841.78	50,561.37	49,355.07	43,471.88	107,048.99	85,942.83	85,336.14	55,490.48	63,417.12	84,876.67	
2019	790,000	833,576.12	5.57	51,576.74	62,859.78	59,877.64	39,434.95	78,468.82	37,515.98	89,755.78	102,353.23	88,685.77	76,541.45	80,242.70	66,263.28	
2020	790,000	755,428.66	(9.37)	59,397.75	56,494.36	56,549.98	60,882.27	40,520.39	22,918.06	96,077.01	74,822.08	75,068.34	83,093.78	57,532.07	72,072.57	
2021	650,000	929,153.77	23.00	55,833.11	50,072.02	52,153.92	82,977.05	65,403.88	31,383.95	141,572.27	88,289.63	115,642.67	86,501.58	70,472.20	88,851.49	
2022	755,000	974,002.42	4.83	69,159.45	43,370.47	71,726.38	88,038.67	65,622.79	79,575.08	101,833.57	86,884.13	111,617.49	86,439.65	81,092.65	88,642.09	
2023	845,000	974,198.96	0.02	58,654.19	75,561.41	64,984.79	70,927.22	60,049.02	79,488.38	103,248.21	77,102.98	125,332.71	81,233.49	85,474.21	92,142.35	
2024	929,195	1,034,854.90	6.23	61,771.89	83,007.31	62,861.51	56,488.20	92,082.15	46,335.69	119,713.09	118,739.00	99,474.20	100,572.32	108,687.09	85,122.45	Monthly
				61,771.89	144,779.20	207,640.71	264,128.91	356,211.06	402,546.75	522,259.84	640,998.84	740,473.04	841,045.36	949,732.45	1,034,854.90	YTD
						238,539.31			200,542.96			379,313.66			0.00	Quarter
2025	975,000	818,395.93	10.52	75,709.81	88,295.13	74,534.37	81,432.06	81,373.64	37,737.26	151,556.43	124,195.99	103,561.24				Monthly
				75,709.81	164,004.94	238,539.31	319,971.37	401,345.01	439,082.27	590,638.70	714,834.69	818,395.93	818,395.93	818,395.93	818,395.93	YTD
				22.56%	**13.28%**	**14.88%**	**21.14%**	**12.67%**	**9.08%**	**13.09%**	**11.52%**	**10.52%**				YTD %

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
GENERAL					
101-102 CASH CHANGE	200.00	0.00	0.00	200.00	0.00
101-1021 CASH CHANGE-PS	200.00	0.00	0.00	200.00	0.00
101-103 CASH CHANGE-FINANCE	300.00	0.00	0.00	300.00	0.00
101-104 CASH IN INT BEARING ACCTS	20,134,569.67	28,341,843.74	(34,747,753.32)	13,728,660.09	(6,405,909.58)
101-1044 INVESTMENT-FIT	408,022.83	12,263.16	0.00	420,285.99	12,263.16
101-1046 ASSIGN CASH-LAKE MITCH IMPROV	4,684,100.00	0.00	(4,684,100.00)	0.00	(4,684,100.00)
101-10465DESIGNATED CASH-VETERAN'S PARK	38,874.49	0.00	0.00	38,874.49	0.00
101-10467ASSIGNED CASH-CAPITAL PROJECTS	0.00	5,750,000.00	0.00	5,750,000.00	5,750,000.00
101-10471ASSIGNED CASH-MIT TOWNSHIP	61,635.00	0.00	0.00	61,635.00	0.00
101-10472ASSIGNED CASH-SAT FIRE STAT	40,166.21	0.00	0.00	40,166.21	0.00
101-10473ASSIGNED CASH-LAKE SHORE STABI	0.00	0.00	0.00	0.00	0.00
101-10474ASSIGNED CASH-JETTY/BOAT DOCKS	0.00	0.00	0.00	0.00	0.00
101-10475ASSIGNED CASH-ASSESSMENTS	500,000.00	0.00	0.00	500,000.00	0.00
101-1048 ASSIGNED CASH-EMS EQUIP REPL	0.00	0.00	0.00	0.00	0.00
101-1049 ASSIGNED CASH-27TH PAYROLL	0.00	0.00	0.00	0.00	0.00
101-1051 CERTIFICATE OF DEPOSIT-FIT	0.00	0.00	0.00	0.00	0.00
101-1053 CERT OF DEPOSIT-GENERAL FUND	750,000.00	0.00	0.00	750,000.00	0.00
101-1054 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1076 RESTRICTED SAVINGS-BID #2/SA	0.00	0.00	0.00	0.00	0.00
101-1077 RESTRICTED-CLFRF FUNDS	0.00	0.00	0.00	0.00	0.00
101-1079 RESTRICTED-STP PURPOSES	53,581.71	1,176,653.84	(1,162,501.90)	67,733.65	14,151.94
TOTAL 101-GENERAL	26,671,649.91	35,280,760.74	(40,594,355.22)	21,358,055.43	(5,313,594.48)
PARK FUND					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	860,868.93	4,807,319.67	(3,799,851.54)	1,868,337.06	1,007,468.13
201-1045 DESIGNATED CASH-SKATEPARK	0.00	0.00	0.00	0.00	0.00
201-1046 DESIGNATED CASH-CADWELL	0.00	0.00	0.00	0.00	0.00
201-1047 DESIGNATED CASH-CAP IMPROV FEE	11,823.09	0.00	0.00	11,823.09	0.00
201-1048 DESIGNATED-LIFEQUEST	99,907.07	0.00	0.00	99,907.07	0.00
201-1049 DESIGNATED-DISC GOLF	0.00	970.00	0.00	970.00	970.00
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	973,109.09	4,808,289.67	(3,799,851.54)	1,981,547.22	1,008,438.13
CORN PALACE FUND					
202-102 ATM CASH CHANGE	0.00	0.00	0.00	0.00	0.00
202-1021 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
202-104 CASH IN INT BEARING ACCTS	0.00	5,187.16	(5,187.16)	0.00	0.00
202-1074 DESIGNATED-PRE STURGIS PARTY	0.00	0.00	0.00	0.00	0.00
TOTAL 202-CORN PALACE FUND	0.00	5,187.16	(5,187.16)	0.00	0.00

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
LAKE MITCHELL					
203-104 CASH IN INT BEARING ACCTS	4,031,927.21	5,730,271.44	(2,889,964.79)	6,872,233.86	2,840,306.65
TOTAL 203-LAKE MITCHELL	4,031,927.21	5,730,271.44	(2,889,964.79)	6,872,233.86	2,840,306.65
BUSINESS IMPROV DIST #4					
209-104 CASH IN INT BEARING ACCTS	268,612.50	234,331.00	(96,195.00)	406,748.50	138,136.00
TOTAL 209-BUSINESS IMPROV DIST #4	268,612.50	234,331.00	(96,195.00)	406,748.50	138,136.00
ENTERTAINMENT TAX					
211-104 CASH IN INT BEARING ACCTS	1,058,380.01	858,187.44	(1,246,931.66)	669,635.79	(388,744.22)
211-1041 ASSIGNED CASH-STREETSCAPE	10,567.94	0.00	0.00	10,567.94	0.00
211-1042 ASSIGNED-CP PLAZA EXPANSION	100,000.00	0.00	0.00	100,000.00	0.00
211-1043 ASSIGNED CASH-CP CAP IMP FACIL	0.00	600,000.00	0.00	600,000.00	600,000.00
211-107 RESTRICTED CASH-BONDS	0.00	0.00	0.00	0.00	0.00
TOTAL 211-ENTERTAINMENT TAX	1,168,947.95	1,458,187.44	(1,246,931.66)	1,380,203.73	211,255.78
BUSINESS IMPROV DIST #3					
213-104 CASH IN INT BEARING ACCTS	88,486.90	26,533.08	(69,781.26)	45,238.72	(43,248.18)
TOTAL 213-BUSINESS IMPROV DIST #3	88,486.90	26,533.08	(69,781.26)	45,238.72	(43,248.18)
E-911 EMERGENCY					
214-104 CASH IN INT BEARING ACCTS	1,016,807.58	848,152.12	(680,796.36)	1,184,163.34	167,355.76
TOTAL 214-E-911 EMERGENCY	1,016,807.58	848,152.12	(680,796.36)	1,184,163.34	167,355.76
SPECIAL ASSESS REVOLVING					
216-104 CASH IN INT BEARING ACCTS	176,915.99	0.00	0.00	176,915.99	0.00
TOTAL 216-SPECIAL ASSESS REVOLVING	176,915.99	0.00	0.00	176,915.99	0.00
COMMUNITY SERVICES					
218-102 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
218-104 CASH IN INT BEARING ACCTS	119,498.91	1,180,837.90	(1,074,327.77)	226,009.04	106,510.13
218-1045 DESIGNATED CASH-IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00
TOTAL 218-COMMUNITY SERVICES	119,498.91	1,180,837.90	(1,074,327.77)	226,009.04	106,510.13
NUTRITION					
219-102 CASH CHANGE	25.00	0.00	0.00	25.00	0.00
219-104 CASH IN INT BEARING ACCTS	278,444.89	219,718.61	(287,284.54)	210,878.96	(67,565.93)
TOTAL 219-NUTRITION	278,469.89	219,718.61	(287,284.54)	210,903.96	(67,565.93)
LIBRARY FINES FUND					
226-104 CASH IN INT BEARING ACCTS	107,012.15	25,750.23	(44,598.10)	88,164.28	(18,847.87)
TOTAL 226-LIBRARY FINES FUND	107,012.15	25,750.23	(44,598.10)	88,164.28	(18,847.87)

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
AIRPORT					
230-104 CASH IN INT BEARING ACCTS	116,320.93	444,775.74	(329,864.48)	231,232.19	114,911.26
TOTAL 230-AIRPORT	116,320.93	444,775.74	(329,864.48)	231,232.19	114,911.26
DEBT SER-TID #7 WSTWD ADD					
303-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 303-DEBT SER-TID #7 WSTWD ADD	0.00	0.00	0.00	0.00	0.00
DEBT SER-TID #8 CONF CTR					
304-104 CASH IN INT BEARING ACCTS	75,533.49	142,186.10	(82,500.00)	135,219.59	59,686.10
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	75,533.49	142,186.10	(82,500.00)	135,219.59	59,686.10
DEBT SERV-TID #9 VANTAGE					
305-104 CASH IN INT BEARING ACCTS	0.00	57,280.38	(26,846.78)	30,433.60	30,433.60
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	57,280.38	(26,846.78)	30,433.60	30,433.60
TID #14 - PEPSI WIS-PAK					
308-104 CASH IN INT BEARING ACCTS	0.00	63,879.68	(31,939.84)	31,939.84	31,939.84
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	63,879.68	(31,939.84)	31,939.84	31,939.84
TID #15 - PROBUILD					
309-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 309-TID #15 - PROBUILD	0.00	0.00	0.00	0.00	0.00
TID #16 - INNOVATIVE SYS					
310-104 CASH IN INT BEARING ACCTS	0.00	47,962.92	(47,962.92)	0.00	0.00
TOTAL 310-DEBT SERV-TID #16-INNOVAT	0.00	47,962.92	(47,962.92)	0.00	0.00
TID #17 - WOODS ADDITION					
311-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 311-DEBT SERV-TID #17-WOODS	0.00	0.00	0.00	0.00	0.00
TIE #18 - STARLITE ESTAT					
312-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 312-TID #18-STARLITE ESTATES	0.00	0.00	0.00	0.00	0.00
TID #19 - ANTACH/MHA					
313-104 CASH IN INT BEARING ACCTS	12,584.43	12,965.66	(25,550.09)	0.00	(12,584.43)
TOTAL 313-TID #19 ANTACH/MHA	12,584.43	12,965.66	(25,550.09)	0.00	(12,584.43)
TID #20 - MORRIS					
314-104 CASH IN INT BEARING ACCTS	0.00	22,508.42	(11,254.21)	11,254.21	11,254.21
TOTAL 314-TID #20-MORRIS	0.00	22,508.42	(11,254.21)	11,254.21	11,254.21

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
TID #21 - HOHN ENTERPR.					
315-104 CASH IN INT BEARING ACCTS	0.00	8,578.61	(8,578.61)	0.00	0.00
TOTAL 315-TID #21 HOHN ENTERPRISES	0.00	8,578.61	(8,578.61)	0.00	0.00
TID #22 - KUSTOM CYCLES					
316-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 316-TID#22-KUSTOM CYCLES	0.00	0.00	0.00	0.00	0.00
TID #24 - PERFORMANCE PET					
318-104 CASH IN INT BEARING ACCTS	0.00	96,310.49	0.00	96,310.49	96,310.49
TOTAL 318-TID #24-PERFORMANCE PET	0.00	96,310.49	0.00	96,310.49	96,310.49
TID #26 - WESTERN BLDG					
319-104 CASH IN INT BEARING ACCTS	0.00	4,856.45	0.00	4,856.45	4,856.45
TOTAL 319-TID #26-WESTERN BUILDING	0.00	4,856.45	0.00	4,856.45	4,856.45
TID #27 - FIALA HOUSING					
320-104 CASH IN INT BEARING ACCTS	1,049.76	19,875.37	0.00	20,925.13	19,875.37
TOTAL 320-TID#27-FIALA HOUSING	1,049.76	19,875.37	0.00	20,925.13	19,875.37
TID #28 - FLATS ON HAVENS					
321-104 CASH IN INT BEARING ACCTS	0.00	2,542.30	0.00	2,542.30	2,542.30
TOTAL 321-TID #28-FLATS ON HAVENS	0.00	2,542.30	0.00	2,542.30	2,542.30
TID #29 - WOOLWORTH					
322-104 CASH IN INT BEARING ACCTS	0.00	1,726.12	0.00	1,726.12	1,726.12
TOTAL 322-TID #29-WOOLWORTH	0.00	1,726.12	0.00	1,726.12	1,726.12
TID #30 - SHARPSTONE					
323-104 CASH IN INT BEARING ACCTS	101.37	4,825.80	0.00	4,927.17	4,825.80
TOTAL 323-TID #30-SHARPSTONE	101.37	4,825.80	0.00	4,927.17	4,825.80
TID #31 - 15TH STREET					
324-104 CASH IN INT BEARING ACCTS	0.00	5,034.54	0.00	5,034.54	5,034.54
TOTAL 324-TID #31-15TH STREET	0.00	5,034.54	0.00	5,034.54	5,034.54
INDOOR SWIMMING POOL					
350-104 CASH IN INT BEARING ACCTS	633,610.17	16,500.00	(130,972.97)	519,137.20	(114,472.97)
TOTAL 350-INDOOR SWIMMING POOL	633,610.17	16,500.00	(130,972.97)	519,137.20	(114,472.97)
WATER					
602-104 CASH IN INT BEARING ACCTS	9,056,450.00	7,847,917.51	(5,359,970.02)	11,544,397.49	2,487,947.49
602-1072 WATER OPERATING CERT OF DEPOSI	0.00	0.00	0.00	0.00	0.00
TOTAL 602-WATER	9,056,450.00	7,847,917.51	(5,359,970.02)	11,544,397.49	2,487,947.49

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
SEWER					
604-104 CASH IN INT BEARING ACCTS	4,052,234.07	18,788,913.49	(20,608,899.95)	2,232,247.61	(1,819,986.46)
604-10701DESIGNATED CASH-STORM SEWER	0.00	0.00	0.00	0.00	0.00
604-1071 RESTRICTED CASH-SEWER REPLACE	0.00	0.00	0.00	0.00	0.00
TOTAL 604-SEWER	4,052,234.07	18,788,913.49	(20,608,899.95)	2,232,247.61	(1,819,986.46)
AIRPORT					
606-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 606-AIRPORT	0.00	0.00	0.00	0.00	0.00
SANITATION					
612-102 CASH CHANGE	300.00	200.00	0.00	500.00	200.00
612-104 CASH IN INT BEARING ACCTS	3,372,869.97	3,100,157.26	(4,275,541.30)	2,197,485.93	(1,175,384.04)
612-1041 LANDFILL CLOSURE RESERVES	0.00	0.00	0.00	0.00	0.00
612-1042 MRLF CLOSURE/POST CLOSURE RESE	0.00	0.00	0.00	0.00	0.00
612-1043 MRLF CELL CONSTRUCTION RESERVE	0.00	0.00	0.00	0.00	0.00
612-1046 INVESTMENT FOR LF POST-CLOSURE	678,720.19	33,573.36	0.00	712,293.55	33,573.36
612-1047 INVESTMENT FOR MRLF CL/POST-C	978,219.87	41,202.97	(3,448.13)	1,015,974.71	37,754.84
612-1071 RESTRICTED CASH-2004 RLFL #1	13,622.00	0.00	0.00	13,622.00	0.00
612-1072 RESTRICTED CASH-2004 RLFL #2	14,318.00	0.00	0.00	14,318.00	0.00
TOTAL 612-SANITATION	5,058,050.03	3,175,133.59	(4,278,989.43)	3,954,194.19	(1,103,855.84)
CORN PALACE					
613-102 ATM CASH CHANGE	10,000.00	0.00	0.00	10,000.00	0.00
613-1021 CASH CHANGE	6,620.00	0.00	0.00	6,620.00	0.00
613-104 CASH IN INT BEARING ACCTS	314,338.73	2,138,592.33	(1,484,013.74)	968,917.32	654,578.59
613-1072 DESIGNATED CP TILES-PHASE 2	0.00	0.00	0.00	0.00	0.00
613-1073 DESIGNATED FOR CAPITAL IMPROVE	0.00	0.00	0.00	0.00	0.00
613-1074 DESIGNATED-PRE STURGIS PARTY	6,906.32	0.00	(6,906.32)	0.00	(6,906.32)
TOTAL 613-CORN PALACE	337,865.05	2,138,592.33	(1,490,920.06)	985,537.32	647,672.27
GOLF COURSE					
614-104 CASH IN INT BEARING ACCTS	414,652.02	985,292.65	(1,037,792.33)	362,152.34	(52,499.68)
614-1045 DESIGNATED-CART REPLACEMENT	0.00	50,000.00	0.00	50,000.00	50,000.00
614-1046 DESIGNATED-PHASE III	0.00	250,000.00	0.00	250,000.00	250,000.00
TOTAL 614-GOLF COURSE	414,652.02	1,285,292.65	(1,037,792.33)	662,152.34	247,500.32
CAMPGROUND					
619-102 CASH CHANGE	100.00	0.00	0.00	100.00	0.00
619-104 CASH IN INT BEARING ACCTS	218,359.09	107,583.01	(132,265.86)	193,676.24	(24,682.85)
TOTAL 619-CAMPGROUND	218,459.09	107,583.01	(132,265.86)	193,776.24	(24,682.85)

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2025

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
EMERGENCY MEDICAL SERVICE					
621-104 CASH IN INT BEARING ACCTS	591,209.08	1,633,656.61	(1,476,287.09)	748,578.60	157,369.52
621-1045 ASSIGNED CASH-AMBULANCE REPL	0.00	0.00	0.00	0.00	0.00
621-1046 ASSIGNED CASH-UTV	0.00	0.00	0.00	0.00	0.00
TOTAL 621-EMERGENCY MEDICAL SERVICE	591,209.08	1,633,656.61	(1,476,287.09)	748,578.60	157,369.52
HEALTH INSURANCE					
652-104 CASH IN INT BEARING ACCTS	4,574,665.08	3,170,025.67	(2,397,817.10)	5,346,873.65	772,208.57
TOTAL 652-HEALTH INSURANCE	4,574,665.08	3,170,025.67	(2,397,817.10)	5,346,873.65	772,208.57
AGENCY FUNDS					
700-104 CASH IN INT BEARING ACCTS	0.00	722,795.92	(722,795.92)	0.00	0.00
700-1041 BID DEPOSITS	55,800.00	30,200.00	(8,000.00)	78,000.00	22,200.00
700-10411CORN PALACE GAMES	22,395.57	160,228.28	(178,658.85)	3,965.00	(18,430.57)
700-1042 REVENUE FOR STATE	24,564.56	171,313.20	(170,357.84)	25,519.92	955.36
700-1044 PARKS & RECREATION	3,627.46	0.00	0.00	3,627.46	0.00
700-1045 MCSF ROUND-UP	730.74	735.43	(1,302.29)	163.88	(566.86)
700-1050 PUBLIC SAFETY-DARE	1,365.29	0.00	0.00	1,365.29	0.00
TOTAL 700-AGENCY FUNDS	108,483.62	1,085,272.83	(1,081,114.90)	112,641.55	4,157.93
SPECIAL ASSESSMENT-710					
710-104 CASH IN INT BEARING ACCTS	574,489.22	26,462.23	(400.00)	600,551.45	26,062.23
TOTAL 710-SPECIAL ASSESSMENT-710	574,489.22	26,462.23	(400.00)	600,551.45	26,062.23
2011 STREET CONST					
724-104 CASH IN INT BEARING ACCTS	267,050.11	33,670.27	0.00	300,720.38	33,670.27
TOTAL 724-STREET CONSTRUCTION	267,050.11	33,670.27	0.00	300,720.38	33,670.27
FLEXIBLE SPENDING ACCT					
753-104 CASH IN INT BEARING ACCTS	0.00	95,230.85	(105,082.85)	(9,852.00)	(9,852.00)
TOTAL 753-FLEXIBLE SPENDING ACCT	0.00	95,230.85	(105,082.85)	(9,852.00)	(9,852.00)
GRAND TOTAL	60,994,245.60	90,157,579.01	(89,454,282.89)	61,697,541.72	703,296.12

*** END OF REPORT ***

Date:
To: **Mayor & City Council**
Re: **Sept. Bldg. Permits**

	Permit #	Name	Address	Building	Contractor	Cost	Fee	Category
1	15508	Jody Kaas	219 E. 15th Ave.	18x28 Garage	Owner	$ 11,000.00	$ 92.00	Garages/Sheds
2	15509	Joe Thuringer	600 E. 5th Ave	Reroof Home	CE Const.	$ 12,000.00	$ 20.00	Re-roof/shingle
3	15510	Bob Bucholz	408 W. 14th Ave.	Detached Garage	Owner	$ 19,000.00	$ 140.00	Garages/Sheds
4	15511	Vilauer Painting	702 N. Lytle	Detached Garage (used)	Owner	$ 4,500.00	$ 45.00	Garages/Sheds
5	15512	Mitchell Family Dental	102 Comm. St.	Finished Dental Office Space	Smart Com. Const.	$ 604,000.00	$ 2,352.00	New Commercial
6	15513	Doug and Cindy Symes	300 E. 54th Sr.	Detached Garage	Owner	$ 12,672.00	$ 92.00	Garages/Sheds
7	15514	Troy Helleloid	72 S. Harmon Dr.	New Home	ECL	$ 105,650.00	$ 448.00	New Residential
8	15515	Wheatridge Townhomes	930/940 W. Norway Ave.	New Townhomes (12 units)	VanBuskirk	$ 1,650,000.00	$ 5,490.00	10 Plex
9	15516	Kathy Yazzie	933 E. Hanson Ave.	Windows	YHIC	$ 3,600.00	$ 20.00	Re-roof/shingle
10	15517	Jerry Hilton	2108 Quiett Lane	Home Addn.	Quality Homes	$ 43,200.00	$ 254.00	Residential Additions
11	15518	Tara Volesky	2221 E. Havens Ave.	4 Plex	Owner	$ 710,000.00	$ 2,670.00	4 Plex
12	15519	GBR Middle School	1301 N. Kimball St.	Reroof	Guranta Roofing	$ 200,000.00	$ 993.00	Re-roof/shingle
13	15520	Verticle Bridge	4225 N. Main St.	Cell Tower	Anco Wireless	$ 200,000.00	$ 990.00	New Commercial
14	15521	Todd Kaufman	501 W. 10th Ave.	Garage Addn.	Owner	$ 1,000.00	$ 20.00	Garages/Sheds
15	15522	Mitchell United Pentecostal Church	1221 W. 23rd Ave.	Reroof	Owner	$ 11,000.00	$ 20.00	Re-roof/shingle
16	15523	Renee Koupal	1401 S. Main St.	Detached Garage	Keith Zoa	$ 7,524.00	$ 68.00	Garages/Sheds
17	15524	Polly Parker	621 E. 7th Ave.	Pourch	Elite Renovations	$ 12,000.00	$ 98.00	Residential Additions
18	15525	Cole Long	1745 E. 8th Ave.	New Home	Area Steel	$ 262,000.00	$ 838.00	New Residential
19	15526	Dicks Body Shop & Towing	2021 W. Havens Ave.	New Shop 60x80	Ryan Baker	$ 150,060.00	$ 818.00	New Commercial
20	15527	Jensen Capital & Development	1303 S. Ohlman St.	Business Condo	Jensen Capital	$ 400,800.00	$ 1,690.00	New Commercial
21	15528	Dakota Counseling	910 W. Havens Ave.	Rework Space	Rustic Renovations	$ 140,600.00	$ 783.00	New Commercial
22	15529	Josh & Sally Moody	153 N. Harmon	New Home	Brett Klinger	$ 419,400.00	$ 1,230.00	New Residential
23	15530	Ron Kristensen	408 Homer Ct.	New Home	Owner	$ 259,595.00	$ 833.00	New Residential
24	15531	JP II School	1510 W. Elm St.	Reroof (partial)	Erickson Roofing	$ 40,000.00	$ 356.00	Re-roof/shingle
25	15532	Trail Eze	1909 S. Rowley	Equip Bldg.	Owner	$ 11,080.00	$ 126.00	New Commercial
26								
27								
28								
29								
30								
31								
32								
				8	**Total**	**$ 5,290,681.00**	**$ 20,486.00**	

Sincerely,
John D. Hegg

Building Official

MITCHELL POLICE DEPARTMENT
ACTIVITY REPORT FOR SEPTEMBER 2025

	SEPT 2024	SEPT 2025	YEAR TO DATE 2025
CALLS			
Calls for Service (6 Counties)	908	**988**	7,510
Calls for Service (City of Mitchell)	839	**834**	7,488
Case Reports Written (City Mitchell)	214	**197**	1,622
TOTAL CALLS ANSWERED	1961	**2019**	16,620

TRAFFIC STOPS PERFORMED			
Mitchell Police	204	**234**	2,706
All other counties	749	**772**	8,366
TOTAL TRAFFIC STOPS	953	**1006**	11,072

ACCIDENTS			
TOTAL ACCIDENTS REPORTED	22	**27**	209

TICKETS ISSUED	135	**105**	1,070

WARNING TICKETS ISSUED	173	**199**	2,247

PARKING TICKETS ISSUED	21	**10**	238

Dean Knippling
Chief of Police

Mitchell Fire Rescue Monthly reports for 2025

Amb Call Activity	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec	Total
Total amb calls	171	181	132	162	182	161	155	163	199				1506
Amb. Transfers Out of Town	9	4	3	1	7	6	1	0	1				32
													1538
Fire Call Activity	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Total**
Total fire calls	19	38	24	29	31	18	42	59	59				319
City fire calls	16	32	18	23	7	11	36	59	54				256
County fire calls	3	6	6	6	4	7	6	0	5				43
EMS assist calls	53	75	42	45	69	63	54	24	21				446
Total Responses													1064
Fire Preven. Activity	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Total**
Fire Inspections	0	32	7	20	39	48	63	45	122				376
Consultations/Plans	13	28	70	58	73	80	140	60	47				569
Public Education	3	3	2	5	3	1	3	1	1				22
Fire Investigations	0	0	1	1	2	1	10	1	1				17
Total Activity													984
Dept. Other Activity	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**July**	**Aug**	**Sept**	**Oct**	**Nov**	**Dec**	**Total**
Total Activities	22	27	19	19	18	16	17	12	18				168
Dept. tours	8	3	2	7	11	4	5	6	0				46
Public Education	3	5	10	3	3	5	3	1	1				34
Total Activity													248
Total CFS/Activity													**Total**
													3802

City of Mitchell | Dept. of Public Safety
201 West 1st Ave | Mitchell, SD 57301
Phone: 605-995-8400 | Fax: 605-995-8486
CityOfMitchell.org

September 2025 monthly Code Enforcement report:

-As of 10/07/25 Code Enforcement is currently monitoring 9 properties in the city of Mitchell.

-10 properties were mowed by the contractor in the month of September.

-Abatements were completed on 09/26/25 at two properties in the city of Mitchell.
-1328 W. 4th and 700 S. Sanborn.

Sincerely,

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

To: Mayor & City Council
Re: Lawn Mowing

Date	Name	Address	Contractor	Admin Fee	Contractor Fee	Total Billed
9/2/2025	Ringneck and Western Railroad LLC	800 blk E Havens MSD	AAA	$100.00	$65.00	$165.00
9/8/2025	Robert Johnson	166 N Harmon	AAA	$100.00		
9/9/25	Daniel Ries (Nuisance Property)	1401 E Birch	CITY		$6,000.00	$6,000.00
9/9/25	Randall Kurth (Nuisance Property)	1401 E Birch #5	CITY		$600.00	$600.00
9/11/2025	Douglas Schleder	518 N Rowley	AAA	$100.00		
9/11/2025	Brent & Susan Harrington Family Trust	715 E 6th	AAA	$100.00		
9/24/2025	Brent & Susan Harrington Family Trust	715 E 6th	AAA	$100.00		
9/24/2025	Clarence & Lauretta Larsen	205 N Duff (trees)	AAA	$100.00		
9/24/2025	Martin and Associates	1600 N Wisconsin	AAA	$100.00		
9/24/2025	Dale Porter	Quiett Ln and Buds Ct	AAA	$100.00		
9/26/2025	Drake Hamlin (Nuisance Property)	700 S Sanborn	CITY			
9/26/2025	Caleb White (Nuisance Property)	1328 W 4th	CITY			
9/29/2025	Dennis Hoeltzner	608 W 4th	AAA	$100.00		
9/29/2025	Marcus Bruce	320 E 5th	AAA	$100.00		
Total				**$1,000.00**	**$ 6,665.00**	**$6,765.00**

Sincerely,

Ryan Erickson
Code Enforcement

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL COMSUMPTION REPORT

MONTH / YEAR—August, 2025----- Jon Vermeulen – Utilities Superintendent

Chlorine = 38# or 0.0- TON'S X $1.45/LB. = $55.10

Poly Phosphate = 138.88 Gallons X $11.51 Gallons = $1,598.51

Ammonia = 2.4# or 0.0- TON'S X $2.17 /LB. = $5.21

TOTAL = $1,685.82

B-Y- Water (INFLUENT) 76.404 MG------ or 2.465 MGD--------or---------- PEAK DAY 4.574 MG

Chemical cost = 1,685.82 = $21.71 per MG or 0.017 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Chlorine = 4 Mg/L -- 38 lbs. / 11.75 lbs. per Gallon / Raw Water

Poly Phosphate = 1.50 Mg/L-- 138.88 gal. / 10.5 lbs. per Gallon / Raw Water

Ammonia = 1 Mg/L -- 2.4 lbs. / 5.15 lbs. per Gallon / Raw Water

Date	Source	Site	Chlorine PPM 0.5PPM-4.00PPM	Bacteria
8/4/2025	East Cuby's Store	#4	2.30	Absent
8/4/2025	J-Mart Sinclair	#5	1.85	Absent
8/4/2025	Culvers	#10	2.40	Absent
8/4/2025	Moose Lodge	#11	2.30	Absent
8/4/2025	City Park Dept	#13	2.40	Absent
8/4/2025	Mitchell Middle School	#18	2.20	Absent
8/4/2025	Brady Memorial Home	#19	1.80	Absent
8/4/2025	Abra Body Shop	#20	2.35	Absent
8/14/2025	Dakota Medical Specialis	#6	2.32	Absent
8/14/2025	Arnies	#8	2.46	Absent
8/14/2025	Wesley Acers	#9	2.19	Absent
8/14/2025	City Library	#12	2.37	Absent
8/14/2025	Casey's	#14	2.42	Absent
8/14/2025	City Hall	#15	2.47	Absent
8/14/2025	Mitchell Tech Inst	#16	2.36	Absent
Average			**2.28**	**Absent**

2025 - WATER CONSUMPTION

DATE	B-Y Rual Water Influent					
8/1/2025	2.453					
8/2/2025	1.862					
8/3/2025	2.378					
8/4/2025	1.964					
8/5/2025	2.360					
8/6/2025	2.229					
8/7/2025	2.205					
8/8/2025	2.159					
8/9/2025	4.574					
8/10/2025	2.111					
8/11/2025	2.678					
8/12/2025	2.374					
8/13/2025	2.999					
8/14/2025	2.379					
8/15/2025	2.749					
8/16/2025	2.189					
8/17/2025	2.449					
8/18/2025	1.999					
8/19/2025	2.589					
8/20/2025	2.545					
8/21/2025	2.588					
8/22/2025	2.480					
8/23/2025	2.371					
8/24/2025	2.133					
8/25/2025	2.278					
8/26/2025	3.541					
8/27/2025	2.335					
8/28/2025	2.494					
8/29/2025	2.620					
8/30/2025	2.355					
8/31/2025	1.964					
TOTALS	76.404					

Utilities Superintendent-Jon Vermeulen

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

MONTH --- August YEAR - 2025

Influent -------- 76.404-- Million Gallon's

Chemical costs for B-Y Water:

Chlorine usage --------- 38 lbs. @ $1.45 per lb. = $55.10

Ammonia usage ------- 2.4 lbs. @ $2.17 per lb. = $5.21

Poly –phosphate------ 138.88 gall. @ $11.51 per gall. = $1,598.51

Total = $1,658.82

Cost per Unit (750 gallon) = $0.017

Cost per 1,000 gallons of water = $0.021

B-Y WATER DISTRICT

31039 428th AVENUE PO BOX 248
TABOR SD 57063

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

Service Address

Acct # 06771

Date Printed SEP 2 25

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
SEP 1 25	470,566,000	396,375,000	74,191,000	121,673.24		121,673.24

0.00

B-Y WATER
602-43330-42850

Balance Due Upon Receipt $121,673.24

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

06771

SEP 2 25

CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
SEP 1 25	470,566,000	396,375,000	74,191,000	121,673.24		121,673.24

0.00

Service Address

9/8/25

Balance Due Upon Receipt $121,673.24

Remit to:

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

TOTAL PAYMENT $

City of Mitchell Water Rate Charged

9/2/2025

	Base Rate (1,000 Gallons)	Added Rate (1,000 Gallons)	Combined Rate (1,000 Gallons)
Use below 2.65 MGD =	$1.64	$0.00	$1.64
Use between 2.65 MGD to 2.90 MGD =	$1.64	$1.00	$2.64
Use between 2.90 MGD to 3.15 MGD =	$1.64	$1.50	$3.14
All use over 3.15 MGD =	$1.64	$2.00	$3.64

Month: 8 **Year:** 2025 **Billing Month:** 9

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	1,889,000	0	1,889,000	$3,097.96	0	$0.00	0	$0.00	0	$0.00	$3,097.96
2	2,293,000	0	2,293,000	$3,760.52	0	$0.00	0	$0.00	0	$0.00	$3,760.52
3	1,913,000	0	1,913,000	$3,137.32	0	$0.00	0	$0.00	0	$0.00	$3,137.32
4	2,499,000	0	2,499,000	$4,098.36	0	$0.00	0	$0.00	0	$0.00	$4,098.36
5	2,220,000	0	2,220,000	$3,640.80	0	$0.00	0	$0.00	0	$0.00	$3,640.80
6	2,366,000	0	2,366,000	$3,880.24	0	$0.00	0	$0.00	0	$0.00	$3,880.24
7	2,053,000	0	2,053,000	$3,366.92	0	$0.00	0	$0.00	0	$0.00	$3,366.92
8	2,453,000	0	2,453,000	$4,022.92	0	$0.00	0	$0.00	0	$0.00	$4,022.92
9	2,073,000	0	2,073,000	$3,399.72	0	$0.00	0	$0.00	0	$0.00	$3,399.72
10	2,319,000	0	2,319,000	$3,803.16	0	$0.00	0	$0.00	0	$0.00	$3,803.16
11	2,566,000	0	2,566,000	$4,208.24	0	$0.00	0	$0.00	0	$0.00	$4,208.24
12	2,777,000	127,000	2,777,000	$4,554.28	127,000	$127.00	0	$0.00	0	$0.00	$4,681.28
13	2,525,000	0	2,525,000	$4,141.00	0	$0.00	0	$0.00	0	$0.00	$4,141.00
14	2,802,000	152,000	2,802,000	$4,595.28	152,000	$152.00	0	$0.00	0	$0.00	$4,747.28
15	1,964,000	0	1,964,000	$3,220.96	0	$0.00	0	$0.00	0	$0.00	$3,220.96
16	2,555,000	0	2,555,000	$4,190.20	0	$0.00	0	$0.00	0	$0.00	$4,190.20
17	1,897,000	0	1,897,000	$3,111.08	0	$0.00	0	$0.00	0	$0.00	$3,111.08
18	3,118,000	468,000	3,118,000	$5,113.52	250,000	$250.00	218,000	$327.00	0	$0.00	$5,690.52
19	1,947,000	0	1,947,000	$3,193.08	0	$0.00	0	$0.00	0	$0.00	$3,193.08
20	3,009,000	359,000	3,009,000	$4,934.76	250,000	$250.00	109,000	$163.50	0	$0.00	$5,348.26
21	2,009,000	0	2,009,000	$3,294.76	0	$0.00	0	$0.00	0	$0.00	$3,294.76
22	2,704,000	54,000	2,704,000	$4,434.56	54,000	$54.00	0	$0.00	0	$0.00	$4,488.56
23	2,317,000	0	2,317,000	$3,799.88	0	$0.00	0	$0.00	0	$0.00	$3,799.88
24	2,041,000	0	2,041,000	$3,347.24	0	$0.00	0	$0.00	0	$0.00	$3,347.24
25	3,238,000	588,000	3,238,000	$5,310.32	250,000	$250.00	250,000	$375.00	88,000	$176.00	$6,111.32
26	2,508,000	0	2,508,000	$4,113.12	0	$0.00	0	$0.00	0	$0.00	$4,113.12
27	3,029,000	379,000	3,029,000	$4,967.56	250,000	$250.00	129,000	$193.50	0	$0.00	$5,411.06
28	2,215,000	0	2,215,000	$3,632.60	0	$0.00	0	$0.00	0	$0.00	$3,632.60
29	2,414,000	0	2,414,000	$3,958.96	0	$0.00	0	$0.00	0	$0.00	$3,958.96
30	2,648,000	0	2,648,000	$4,342.72	0	$0.00	0	$0.00	0	$0.00	$4,342.72
31	1,830,000	0	1,830,000	$3,001.20	0	$0.00	0	$0.00	0	$0.00	$3,001.20
TOTALS	**74,191,000**	**2,127,000**	**74,191,000**	**$121,673.24**	**1,333,000**	**$1,333.00**	**706,000**	**$1,059.00**	**88,000**	**$176.00**	**$124,241.24**

Previous Month Read =	396,375,000
Current Month Read =	470,566,000
Current Month Use =	74,191,000

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Days billed in August =	$124,241.24	74,191,000	$121,673.24	$2,568.00
Days carried from previous month =	$0.00	0	$0.00	$0.00
Total bill for August =	$124,241.24	74,191,000	$121,673.24	$2,568.00

Days that will be billed in September = **$0.00**

Note: September billing meter was read on September 2nd therefore no August days will be included in October billing.

B-Y WATER DISTRICT

31039 428th AVENUE PO BOX 248
TABOR SD 57063

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

B-Y WATER
602-43330-42850

Service Address

Acct # 06771 | Date Printed SEP 2 25

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
SEP 1 25	470,566,000	470,566,000	0	2,568.00		2,568.00
						0.00

OVERAGE USAGE CHARGE

Balance Due Upon Receipt $ 2,568.00

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

9/8/25

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

06771

SEP 2 25

CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
SEP 1 25	470,566,000	470,566,000	0	2,568.00		2,568.00
OVERAGE USAGE CHARGE						
						0.00

Service Address

Balance Due Upon Receipt $ 2,568.00

Remit to:

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

TOTAL PAYMENT $

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL COMSUMPTION REPORT

MONTH / YEAR—September, 2025----- Jon Vermeulen – Utilities Superintendent

Chlorine = 107.6# or 0.0- TON'S X $1.45/LB. = $156.02

Poly Phosphate = 97.22 Gallons X $11.51 Gallons = $1,119.00

Ammonia = 18.5# or 0.0- TON'S X $2.17 /LB. = $40.15

TOTAL = $1,119.00

B-Y- Water (INFLUENT) 69.788 MG------ or 2.326 MGD--------or---------- PEAK DAY 3.169 MG

Chemical cost = 1315.17 = $18.85 per MG or 0.014 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Chlorine = 4 Mg/L -- 107.6 lbs. / 11.75 lbs. per Gallon / Raw Water

Poly Phosphate = 1.50 Mg/L-- 97.22 gal. / 10.5 lbs. per Gallon / Raw Water

Ammonia = 1 Mg/L -- 18.5 lbs. / 5.15 lbs. per Gallon / Raw Water

Date	Source	Site	Chlorine PPM 0.5PPM-4.00PPM	Bacteria
9/3/2025	Queen of Peace	#3	2.05	Absent
9/3/2025	J Mart Sinclair	#5	1.72	Absent
9/3/2025	Moose Lodge	#11	2.10	Absent
9/3/2025	City Library	#12	2.10	Absent
9/3/2025	City Park Dept	#13	2.08	Absent
9/3/2025	City Hall	#15	2.11	Absent
9/3/2025	Mitchell Tech Inst	#16	1.92	Absent
9/3/2025	Mitchell Middle School	#18	1.71	Absent
9/8/2025	Mitchell Treatment Plant	#1	3.11	Absent
9/8/2025	Fire Dept	#2	2.10	Absent
9/8/2025	East Cuby's Store	#4	2.14	Absent
9/8/2025	Culvers	#10	2.25	Absent
9/8/2025	Casey's	#14	2.29	Absent
9/8/2025	Holy Family	#17	1.79	Absent
9/8/2025	Brady Memorial Home	#19	1.25	Absent
Average			**2.05**	**Absent**

2025 - WATER CONSUMPTION

DATE	B-Y Rual Water Influent					
9/1/2025	2.600					
9/2/2025	2.256					
9/3/2025	2.304					
9/4/2025	2.313					
9/5/2025	2.020					
9/6/2025	2.140					
9/7/2025	2.270					
9/8/2025	2.223					
9/9/2025	2.378					
9/10/2025	2.512					
9/11/2025	2.371					
9/12/2025	2.643					
9/13/2025	2.488					
9/14/2025	2.078					
9/15/2025	2.745					
9/16/2025	2.723					
9/17/2025	2.137					
9/18/2025	2.402					
9/19/2025	1.736					
9/20/2025	3.169					
9/21/2025	1.641					
9/22/2025	2.172					
9/23/2025	2.113					
9/24/2025	2.458					
9/25/2025	2.149					
9/26/2025	2.419					
9/27/2025	2.119					
9/28/2025	1.860					
9/29/2025	2.640					
9/30/2025	2.441					
TOTALS	69.788					

Utilities Superintendent-Jon Vermeulen

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

MONTH --- September YEAR - 2025

Influent -------- 69.788-- Million Gallon's

Chemical costs for B-Y Water:

Chlorine usage ---------107.6 lbs. @ $1.45 per lb. = $156.02

Ammonia usage ------- 18.5 lbs. @ $2.17 per lb. = $40.15

Poly –phosphate------ 97.22 gall. @ $11.51 per gall. = $1,119.00

Total = $1,315.17

Cost per Unit (750 gallon) = $0.014

Cost per 1,000 gallons of water = $0.019

B-Y WATER DISTRICT

31039 428th AVENUE PO BOX 248
TABOR SD 57063

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

Service Address

Acct # 06771

Date Printed OCT 1 25

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
OCT 1 25	539,990,000	470,566,000	69,424,000	113,855.36		113,855.36

0.00

B-Y WATER
602-43330-42850

Balance Due Upon Receipt $113,855.36

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

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

CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

06771

OCT 1 25

CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
OCT 1 25	539,990,000	470,566,000	69,424,000	113,855.36		113,855.36

0.00

Service Address

Balance Due Upon Receipt $113,855.36

Remit to:

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

TOTAL PAYMENT $ 113,855.36

B-Y WATER DISTRICT

31039 428th AVENUE PO BOX 248
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CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

B-Y WATER
602-43330-42850

Service Address

Acct # 06771

Date Printed OCT 1 25

Monthly Billing Statement

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
OCT 1 25	539,990,000	539,990,000	0	614.00		614.00
						0.00

OVERAGE USAGE

Balance Due Upon Receipt $ 614.00

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

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CITY OF MITCHELL
612 N. MAIN STREET
MITCHELL SD 57301

06771

OCT 1 25

CUST ACCT # 06771

Date Read	Present Reading	Previous Reading	Total Gallons Used	Water Charge	Non Water Charge	Amount
OCT 1 25	539,990,000	539,990,000	0	614.00		614.00
OVERAGE USAGE						
						0.00

Service Address

Balance Due Upon Receipt $ 614.00

Remit to:

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

TOTAL PAYMENT $ 614.00

City of Mitchell Water Rate Charged

10/1/2025

	Base Rate (1,000 Gallons)	Added Rate (1,000 Gallons)	Combined Rate (1,000 Gallons)
Use below 2.65 MGD =	$1.64	$0.00	$1.64
Use between 2.65 MGD to 2.90 MGD =	$1.64	$1.00	$2.64
Use between 2.90 MGD to 3.15 MGD =	$1.64	$1.50	$3.14
All use over 3.15 MGD =	$1.64	$2.00	$3.64

Month: 9 **Year:** 2025 **Billing Month:** 10

Day of Month	24 Hour Use(Kgal)	Use Above 2.65 MGD	Base Rate Use	Base Rate Cost	2.65 - 2.9 MGD Usage	2.65 - 2.9 MGD Added Cost	2.9 - 3.15 MGD Usage	2.9 - 3.15 MGD Added Cost	All Use Over 3.15 MGD	All Use Over 3.15 MGD Cost	Total Daily Cost
1	2,171,000	0	2,171,000	$3,560.44	0	$0.00	0	$0.00	0	$0.00	$3,560.44
2	2,807,000	157,000	2,807,000	$4,603.48	157,000	$157.00	0	$0.00	0	$0.00	$4,760.48
3	1,726,000	0	1,726,000	$2,830.64	0	$0.00	0	$0.00	0	$0.00	$2,830.64
4	2,618,000	0	2,618,000	$4,293.52	0	$0.00	0	$0.00	0	$0.00	$4,293.52
5	2,207,000	0	2,207,000	$3,619.48	0	$0.00	0	$0.00	0	$0.00	$3,619.48
6	1,994,000	0	1,994,000	$3,270.16	0	$0.00	0	$0.00	0	$0.00	$3,270.16
7	1,829,000	0	1,829,000	$2,999.56	0	$0.00	0	$0.00	0	$0.00	$2,999.56
8	2,764,000	114,000	2,764,000	$4,532.96	114,000	$114.00	0	$0.00	0	$0.00	$4,646.96
9	2,380,000	0	2,380,000	$3,903.20	0	$0.00	0	$0.00	0	$0.00	$3,903.20
10	2,378,000	0	2,378,000	$3,899.92	0	$0.00	0	$0.00	0	$0.00	$3,899.92
11	2,398,000	0	2,398,000	$3,932.72	0	$0.00	0	$0.00	0	$0.00	$3,932.72
12	2,407,000	0	2,407,000	$3,947.48	0	$0.00	0	$0.00	0	$0.00	$3,947.48
13	2,795,000	145,000	2,795,000	$4,583.80	145,000	$145.00	0	$0.00	0	$0.00	$4,728.80
14	2,142,000	0	2,142,000	$3,512.88	0	$0.00	0	$0.00	0	$0.00	$3,512.88
15	2,489,000	0	2,489,000	$4,081.96	0	$0.00	0	$0.00	0	$0.00	$4,081.96
16	2,731,000	81,000	2,731,000	$4,478.84	81,000	$81.00	0	$0.00	0	$0.00	$4,559.84
17	1,998,000	0	1,998,000	$3,276.72	0	$0.00	0	$0.00	0	$0.00	$3,276.72
18	2,266,000	0	2,266,000	$3,716.24	0	$0.00	0	$0.00	0	$0.00	$3,716.24
19	2,695,000	45,000	2,695,000	$4,419.80	45,000	$45.00	0	$0.00	0	$0.00	$4,464.80
20	2,198,000	0	2,198,000	$3,604.72	0	$0.00	0	$0.00	0	$0.00	$3,604.72
21	1,778,000	0	1,778,000	$2,915.92	0	$0.00	0	$0.00	0	$0.00	$2,915.92
22	2,254,000	0	2,254,000	$3,696.56	0	$0.00	0	$0.00	0	$0.00	$3,696.56
23	2,213,000	0	2,213,000	$3,629.32	0	$0.00	0	$0.00	0	$0.00	$3,629.32
24	1,957,000	0	1,957,000	$3,209.48	0	$0.00	0	$0.00	0	$0.00	$3,209.48
25	2,722,000	72,000	2,722,000	$4,464.08	72,000	$72.00	0	$0.00	0	$0.00	$4,536.08
26	2,083,000	0	2,083,000	$3,416.12	0	$0.00	0	$0.00	0	$0.00	$3,416.12
27	2,562,000	0	2,562,000	$4,201.68	0	$0.00	0	$0.00	0	$0.00	$4,201.68
28	2,221,000	0	2,221,000	$3,642.44	0	$0.00	0	$0.00	0	$0.00	$3,642.44
29	2,229,000	0	2,229,000	$3,655.56	0	$0.00	0	$0.00	0	$0.00	$3,655.56
30	2,412,000	0	2,412,000	$3,955.68	0	$0.00	0	$0.00	0	$0.00	$3,955.68
31	0	0	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
TOTALS	**69,424,000**	**614,000**	**69,424,000**	**$113,855.36**	**614,000**	**$614.00**	**0**	**$0.00**	**0**	**$0.00**	**$114,469.36**

Previous Month Read =	470,566,000
Current Month Read =	539,990,000
Current Month Use =	69,424,000

	Total Cost	Gallons Used	Base Cost	Cost Over 2.65MGD
Days billed in September =	$114,469.36	69,424,000	$113,855.36	$614.00
Days carried from previous month =	$0.00	0	$0.00	$0.00
Total bill for September =	$114,469.36	69,424,000	$113,855.36	$614.00

Days that will be billed in October = $0.00

Note: October billing meter was read on October 1st therefore no September days will be included in November billing.

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department:	Golf Course	Date Submitted:	10/20/2025
Budget line # to be supplemented:	614-45250-42600	Budget line description:	Golf Supplies and Materials
Supplemental amount requested:	$2,500	Submitted by:	Kevin Nelson

Describe the need for the supplemental funds:

Donation to golf course for purchase and installation of a bench on the golf course.

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

○ yes ◉ no

What budget line # is the re-appropriation from?

614-367

What is the amount of the budget line was unspent?

N/A

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

N/A

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

◉ yes ○ no

Amount of funds received:

$2,500

Funds received from:

Private Donation

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

N/A

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 10-2-2025

Organization: VFW POST 2750

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

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

Contact Information:

Name: TRISH CARLSON - BAR MANAGER

Address: 215 N. Main (VFW)

Phone #: 605-770-2115 (cell)

Email: trish.carlson@hotmail.com

501(c) 3 – (Non-Profit): yes ✓ no____ eligible____

Dates of Ticket Sales: 11/2025 - 12/2025 (11-2-2025 - 12-7-2025)

Date of Raffle Drawing: 12/7/2025

Value of Raffle Prize: 50/50 Drawing

Proceeds Benefitting: Local VFW Post 2750

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

Date Received: 10/2/2025

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 10/5/25

Organization: Mitchell Music Booster

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

_____Chartered veterans' organization
_____Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_X_Educational organization
_____Local civic or service club
_____Volunteer fire department

Contact Information:

Name: Kristy Rehorst (Booster President)

Address: Mitchell High School

Phone #: (605) 933-0127

Email: Kristy.Rehorst@k12.sd.us

501(c) 3 – (Non-Profit): yes_X_ no_____ eligible_____

Dates of Ticket Sales: 11/6/25

Date of Raffle Drawing: 11/6/25

Value of Raffle Prize: approximately $500 (50/50 Raffle)

Proceeds Benefitting: Mitchell Music Boosters (Band)

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

Date Received: 10/6/25

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 10/15/25

Organization: Mitchell Quarterbacks Club

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

_____Chartered veterans' organization
_____Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_____Educational organization
✓ Local civic or service club
_____Volunteer fire department

Contact Information:

Name: David A Brown

Address: 105 N Harmon Dr.

Phone #: 605-770-0336

Email: dbrown@cortrustbank.com.

501(c) 3 – (Non-Profit): yes_____ no ✓ eligible_____

Dates of Ticket Sales: 11/24/25 - 1/15/26

Date of Raffle Drawing: 1/30/26

Value of Raffle Prize: $1,500

Proceeds Benefitting: Mitchell Boys + Girls Basketball.

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

Date Received: 10-15 2025

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____

Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 9/30/2025

Organization: Safe Place of Eastern South Dakota

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

_____Chartered veterans' organization
_X_Charitable organization
_____Fraternal organization
_____Political party
_____Religious organization
_____Educational organization
_____Local civic or service club
_____Volunteer fire department
_____Political action committee or political committee on behalf of any candidate for a political office

Contact Information:

Name: Teresa Berndt, Development Director

Address: 1600 North Kimball St, Mitchell

Phone #: 605-933-9644

Email: Developmentdir@safeplace-esd.org

501(c) 3 --- (Non-Profit): yes X no_____ eligible_____

Dates of Ticket Event: December 5, 2025

Date of Raffle Drawing: December 5, 2025

Value of Raffle Prize: Silent Auction, Raffle Tickets $25, Wine Pull $25, Whiskey Pull $40, Wagon$30

Proceeds Benefitting: Safe Place of Eastern South Dakota Daily Operations, Education, Services

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

Date Received: 10/3/25

For Finance Office Use Only:

Council Approval Date:_____-

Signature:

_____

Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 10/14/25

Organization: Dakota Riptide Swim Team

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

_____Chartered veterans' organization
___ Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_____Educational organization
__X_ Local civic or service club
_____Volunteer fire department

Contact Information:

Name: Jessica Pickett - Dakota Riptide

Address: PO Box 1371, Mitchell, SD 57301

Email: dakotaswimteam@gmail.com

501(c) 3 – (Non-Profit): yes__X__ no_____ eligible_____

Dates of Ticket Sales: November 2025 - January 2026

Date of Raffle Drawing: Throughout 2026

Value of Raffle Prize: $1,800

Proceeds Benefitting: Dakota Riptide Swim Team

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

Date Received: 10-15-25

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 10/14/25

Organization: Dakota Riptide Swim Team

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

_____Chartered veterans' organization
___ Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_____Educational organization
_X_ Local civic or service club
_____Volunteer fire department

Contact Information:

Name: Jessica Pickett - Dakota Riptide

Address: PO Box 1371, Mitchell, SD 57301

Email: dakotaswimteam@gmail.com

501(c) 3 – (Non-Profit): yes_X_ no_____ eligible_____

Dates of Ticket Sales: Dec. 1, 2025 - Feb. 23, 2026

Date of Raffle Drawing: March 1, 2026

Value of Raffle Prize: NA - Parking Spots for the state swim meet

Proceeds Benefiting: Dakota Riptide Swim Team

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

Date Received: 10-15-25

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 10/14/25

Organization: Dakota Riptide Swim Team

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

_____Chartered veterans' organization
___ Charitable organization
_____Fraternal organization
_____Political party
_____Political action committee or political committee on behalf of any candidate for a political office
_____Religious organization
_____Educational organization
_X_ Local civic or service club
_____Volunteer fire department

Contact Information:

Name: Jessica Pickett - Dakota Riptide

Address: PO Box 1371, Mitchell, SD 57301

Email: dakotaswimteam@gmail.com

501(c) 3 – (Non-Profit): yes_X_ no_____ eligible_____

Dates of Ticket Sales: Dec. 1, 2025 - Mar. 1, 2026

Date of Raffle Drawing: March 1, 2026

Value of Raffle Prize: Approximately $6,000 = 4-Wheeler

Proceeds Benefiting: Dakota Riptide Swim Team

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

Date Received: 10-15-25

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested: October 20, 2025 **Requested By:** Dean Knippling

Desired Action of City Council:

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

Agenda Item: Declare Surplus Property-Police Department

Explanation/Background of Agenda Item Requested: Request to surplus the listed firearms and accessories. These items will be traded to a Licensed Firearms dealer for credit to be used to purchase duty holsters, gun lights, flashlights, and other equipment for use by the Police Department. These are firearms and accessories that have been collected in various cases as evidence, safekeeping, or found property. Owners have failed to pick up the weapons after notice or the Police Department has not been able to locate the owners of the property. Court Orders have been obtained to release the property to the Police Department as provided in SDCL 23A-37-10.

Remington 12 Gauge 870 Shotgun	SN# CC75414D
Benelli Montefeltro 12 Gauge Shotgun	SN# M0167554V
Mossberg 20 Gauge Shotgun	SN# P915028
45 Colt Single Shot 410 Shotgun	SN# CAC329361
Remington 870 Express 12 Gauge Shotgun	SN# B475554M
AK 47 Century Arms Draco	SN# DB-5784-17 RO
Smith & Wesson .38 Cal Revolver	SN# DJL2990
Glock 48 9mm Handgun	SN# AGBV492
Cobra Enterprise of Utah Model 32	SN# 065250
Remington 1911 .45 cal Handgun	SN# RH72498A
9mm Magazine	
Glock 19 9mm Handgun	SN# BHCR843
Smith & Wesson 38 Cal Handgun	SN# DKV4474
Heritage 22LR Revolver with Black Holster	SN# TL020773
Sig Sauer P320 With Red Dot, Streamlight TLR7 Light and Holster	SN# 58J127427
Taurus G2C 9mm Handgun with Holster	SN# ADA883009
Ruger Black and Tan 9mm Pistol with Case	SN# 329-43216

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:	October 20, 2025	**Requested By:**	

Desired Action of City Council:

Amount Budgeted in current fiscal year for this item (if applicable):
203-45220-43300 - $3,000,000

Agenda Item:
Change Order #4-Final for Marina Improvements Phases 1 & 2 Project #2023-03 to Soukup Construction

Explanation/Background of Agenda Item Requested:

Change Order No. 4 reflects the final quantites installed for the project.

Please see attached Change Order #4 for detailed information.

Original Contract Amount - $2,667,995.66
Change Order No. 1 - $17,437.75
Change Order No. 2 - $8,607.17
Change Order No. 3 - $31,094.06
Current Contract Amount - $2,725,134.64
Decrease of this Change Order - $121,668.14
New Contract Amount - $2,603,466.50

City staff recommends approval of Change Order No. 4 as outlined above.

Project Budget: $3,000,000 ($1,000,000 EDA Grant)
Current Professional Services - $136,000
Original Project Cost - $2,667,995.66
Change Order No. 1 - $17,437.75
Change Order No. 2 - $8,607.17
Change Order No. 3 - $31,094.06
Change Order No. 4 - $(121,668.14)
Project Contingency - $260,533.50

Change Order No. 4F

Date of Issuance:	8/27/2025	Effective Date:	9/15/2025
Owner:	City of Mitchell	Owner's Contract No:	EDA Award No. 05-79-06173
Contractor:	Soukup Construction, Inc.	Contractor's Project No.:	N/A
Engineer:	Brosz Engineering	Engineer's Project No.:	2407014
Project:	Marina Improvements Phase 1 - Accessible Trail Improvements and Phase 2 Breakwater Jetty	Contract Name:	Marina Improvements Jetty- Trail

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

Bid Schedule 1: Base Bid Change Order

Item	*Decription*	*quantity*	*unit*	*$ / unit*	*extended*
3	Remove Asphalt Concrete Pavement	197.72	SY	$ 9.00	$ 1,779.48
8	Asphalt Concrete Composite	34.12	TON	$ 205.00	$ 6,994.60

The quantity of asphalt pavement to be removed and replaced with Asphalt Concrete Composite from approximately 66+75 to 67+75 near the boat ramp shall be increased. This is to provide a better transition from the existing asphalt through the newly constructed concrete trail at this location.

7	Gravel Cushion	14.32	TON	$ 32.00	$ 458.24
9	6" Nonreinforced PCC Pavement	28.30	SY	$ 73.25	$ 2,072.98

The quantity Gravel Cushion and 6" Nonreinforced PCC Pavement shall be increased. These changes are to adjust the contract from the original plan estimated quantities to the final as measured quantities.

10	Durable Pavement Marking,4" White or Blue	49	FT	$ 5.00	$ 245.00
12	Durable Pavement Marking, Symbol	1	EA	$ 340.00	$ 340.00
13	Pavement Marking Masking, 5"	275	FT	$ 7.00	$ 1,925.00

The quantity of Durable Pavement Marking, 4" White, Symbol, and Masking shall be increased to mark the desired ADA and pavement marking at the Jetty asphalt parking area. These changes are to adjust the contract from the original plan estimated quantities to the final as measured quantities.

19	Flow Silt Fence	-1405	LF	$ 3.95	$ (5,549.75)
23	Boulder Retaining Wall	-117	FT	$ 81.00	$ (9,477.00)
29 CO	Erosion Control Blanket	3043	SY	$ 3.20	$ 9,737.60

The quantity of Flow Silt Fence and Boulder Retaining Wall shall be decreased to provide proper erosion control and earth work construction along the trail project. The quantity of Erosion Control Blanket shall be increase to properly protect the embankment slopes near the Jetty. These changes are to adjust the contract to the final as measured quantities.

Bid Schedule 2: Option 2A

4	3-4" Clean Crushed Stone	388.26	TON	$ 43.00	$ 16,695.18
5	Class C Rip Rap	-4448.35	TON	$ 34.20	$ (152,133.57)
8 CO	1" Class A Rock	93.34	TON	$ 46.02	$ 4,295.51

The quantity of Class C Rip Rap shall be decrease to the as measured quantity to construct the Jetty. This change is due to less settlement into the lake bottom than originally anticipated and the need to fine grade the top elevation with smaller material to get to the top of rip rap elevation. The quantity of 3-4" Clean Crushed Stone shall be increased to the as measured quantity to construct the Jetty. This change is needed to fine grade the top of rip rap elevation. The quantity of 1" Class A Rock shall be increased to provide better pedestrian traffic along the concrete placed near rip rap. These changes are to adjust the contract to the final as measured quantities.

Bid Schedule 3: Base Bid

6	6" Fiber Reinforced PCC Pavement	12.4	SY	$ 76.50	$ 948.60

The quantity of 6" Fiber Reinforced PCC Pavement shall be increased to the as measured quantity. This change is to adjust the contract from the original plan estimated quantity to the final as measured quantity.

Attachments Included: None

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 2,667,995.66	Contract Time: n/a Substantial Completion: July 1, 2025 *days or dates*
Increase from previously approved Change Orders No. 1 to No. 3 $ 57,138.98	[Increase] [Decrease] from previous approved Change Orders No. XX to No. XX: - Contract Time: - Substantial Completion: July 1, 2025 *days or dates*
Contract Price prior to this Change Order: $ 2,725,134.64	Contract Times prior to this Change Order: Contract Time: - Substantial Completion: July 1, 2025 *days or dates*
Increase of this Change Order: $ (121,668.14)	[Increase] [Decrease] of this Change Order: Contract Time: none Substantial Completion: none *days or dates*
Contract Price incorporating this Change Order: $ 2,603,466.50	Contract Times with all approved Change Orders: Contract Time: n/a Substantial Completion: July 1, 2025 *days or dates*

RECOMMENDED:	***ACCEPTED:***	***ACCEPTED:***
By: *Engineer (if required)*	By: *Owner (authorized signature)*	By: *Contractor (authorized signature)*
Title: Engineer	Title:	Title:
Date: 10/10/2025	Date:	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:	October 20, 2025	**Requested By:**	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Set date of November 3, 2025 on the Application of Cody Foreman dba Bullseyes and Birdies,1307 North Main Street 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

Cody Foreman
1306 Palmer Pl
Mitchell SD 57301

Owner's Telephone #: 605-871-3836

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

Bullseyes and Birdies
1307 N. Main St
Mitchell SD 57301

Business Telephone #: _____

Place of business is located in a municipality? ☒ Yes ☐ N

County: Davison

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

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

D. Legal description of licensed premise:

Lots 1-21 & Lots 52-57 & S 352' of Vacated alley Between irregular Tract #7 Mitchell City Suite B

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

E. State Sales Tax Number 1042-8841-ST

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein a true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applie 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 Sou 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 9/7/25 Print Name Cody Foreman Signature Cf F

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. Th 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 Sou Dakota law.

Renewal - no public hearing held ☐
Amount of fee collected with application $_____
Amount of fee retained $_____
Forwarded with application $_____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From:_____

Sales tax approval_____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ REVIEW_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Bullseyes and Birdies

Address of office and principal place of business of corporation/partnership/LP/LLC 1307 N. Main St.

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
Cody Foreman	Owner	1306 Palmer Pl Mitchell	Business Manager
Jared Mengenhausen	Owner	46789 259th St Sioux Falls	Security Forces a U.S. Air Force

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

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

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

Cody Foreman 111 East Norway

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**

C. F. 10/7/25

PAY ESTIMATES FOR OCTOBER 20, 2025

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
HDR Engineering Inc.	#2021-31 North Waste Water Improvements	#46	$ 1,861.40	$ 1,805,132.14	$ 1,806,325.00
GeoTek Engineering & Testing	#2021-31 North WWTP Improvements	#19	$ 6,837.50	$ 100,361.15	
John T. Jones Construction Comp	#2022-1 WWTP -Phase II - South Plant	#14	$ 807,257.51	$ 15,706,278.03	$ 31,695,002.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#33	$ 84,285.39	$ 2,163,751.06	$ 2,328,860.00
GeoTek	#2022-1 South WWTP - Phase II - Schedule A	#13A	$ 3,857.50	$ 52,850.60	$ 70,350.00
Soukup Construction, Inc.	#2023-3 Marina Improvements	#11-F	$ 13,610.35	$ 2,603,466.50	$ 2,603,466.50
McLaury Engineering	#2023-21 2nd & 4th Construction	#20	$ 33,968.75	$ 342,811.37	$ 342,295.00
Quality Cut Lawn	#2024-22R Airport Snow Removal	#1-2025	$ 10,000.00	$ 10,000.00	$ 75,000.00
AES2	#2024-37 Mitchell Water Distribution System Model	#12	$ 509.00	$ 20,591.50	$ 30,000.00
McLaury Engineering	#2025-8 13th & Wisconsin Drainage Study	#6	$ 15,568.75	$ 55,488.55	$ 79,000.00
Combined Building Specialities	#2025-18A CP Seating Floor Seating	#2	$ 36,065.00	$ 397,880.00	$ 397,880.00
Taylor Concrete Construciton	#2025-43 Golf/Cemetery BikePath	#1	$ 25,940.13	$ 25,940.13	$ 93,176.70
Helms & Associates	AIP '33 Municipal Hangar Construction	#12	$ 3,420.81	$ 108,310.90	$ 202,251.30
Helms & Associates	AIP '34 Airport Runway 18/36 Reconstruction	#9	$ 24,603.42	$ 153,771.33	$ 981,619.00
	TOTALS		$ 1,067,785.51	$ 23,546,633.26	$ 40,705,225.50

Prepared by Deb Hanson-Sudbeck

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1110 CITY COUNCIL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0246	101-41110-42300	LEGAL PUBLICA CITY PROJECT BID PROPOSALS	208748	68.66
		I-35882B15-0249	101-41110-42300	LEGAL PUBLICA PUBLIC NOTICE OF HEARING	208748	26.05
		I-35882B15-0254	101-41110-42300	LEGAL PUBLICA PUBLIC NOTICE OF HEARING	208748	15.19
		I-35882B15-0255	101-41110-42300	LEGAL PUBLICA PUBLIC NOTICE	208748	40.62
		I-35882B15-0257	101-41110-42300	LEGAL PUBLICA NORTH OHLMAN PUBLIC HEARING	208748	17.68
		I-35882B15-0258	101-41110-42300	LEGAL PUBLICA ITALIAN RISTORANTE PUBLIC NOTC	208748	15.82
				DEPARTMENT 1110 CITY COUNCIL TOTAL:		184.02

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1220 CITY ADMINISTRATOR BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06750	MITCHELL TELECOM					
		I-11114426	101-41220-42800	UTILITIES-TEL ACCT #00223662-2	208824	0.20
01-08200	CLUBHOUSE HOTEL & SUITE					
		I-112862	101-41220-42700	TRAVEL, CONF, PIERRE SDML-ELLWEIN ROOMS	208746	557.10
01-08815	STEPHANIE ELLWEIN					
		I-10082025	101-41220-42700	TRAVEL, CONF, PIERRE SDML CONF MEALS,MILEAGE	208766	259.00
				DEPARTMENT 1220 CITY ADMINISTRATOR TOTAL:		816.30

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06739	THOMSON REUTERS - WEST					
		I-852590124	101-41410-42610	WEST GROUP LA SEPT 2025 ONLINE SOFTWARE	208872	1,314.00
01-06750	MITCHELL TELECOM					
		I-11114426	101-41410-42810	UTILITIES-TEL ACCT #00223662-2	208824	0.05
				DEPARTMENT 1410 ATTORNEY'S OFFICE	TOTAL:	1,314.05

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1420 FINANCE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00652	ELO PROF LLC					
		I-130410	101-41420-42200	PROFESSIONAL 2025 ANNUAL AUDIT	208767	27,320.00
01-06750	MITCHELL TELECOM					
		I-11114426	101-41420-42800	UTILITIES - T ACCT #00223662-2	208824	4.88
01-09703	AMAZON CAPITAL SERVICES					
		I-1C9T-VWRV-JF64	101-41420-42600	SUPPLIES & MA POCKET FOLDERS,HIGHLIGHTERS	208724	71.51
				DEPARTMENT 1420 FINANCE	TOTAL:	27,396.39

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1440 HUMAN RESOURCES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-04779	AVERA OCCUPATIONAL MEDI						
		I-00126086-00	101-41440-42231	EMPLOYEE PHYS	PHYSICALS,DRUG SCREENINGS,TEST	208727	679.00
01-06750	MITCHELL TELECOM						
		I-11114426	101-41440-42800	UTILITIES	ACCT #00223662-2	208824	0.57
01-08711	ONE SOURCE THE BACKGROU						
		I-2022189763	101-41440-42210	PROFESSIONAL	BACKGROUND CHECKS	208838	308.00
01-09650	CONNECTIONS INC EAP						
		I-40187	101-41440-42230	EMPLOYEE ASSI	2025 4TH QTR PAYMENT	208751	2,581.56
01-09703	AMAZON CAPITAL SERVICES						
		I-1Y7H-J6Y9-693L	101-41440-42600	SUPPLIES & MA	HANGING TAGS,GEL PENS,CALENDAR	208724	18.85
				DEPARTMENT 1440	HUMAN RESOURCES	TOTAL:	3,587.98

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1460 INSURANCE & BONDS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02488	CLAIMS ASSOCIATES INC					
		I-SDP-122057	101-41460-42110	LIABILITY, PR CLAIM #GC25.122057	208745	3,298.85
01-02624	SD PUBLIC ASSURANCE ALL					
		I-31861-4221	101-41460-42110	LIABILITY, PR ADDITIONAL COVERAGE FOR VEHICL	208859	366.47
				DEPARTMENT 1460 INSURANCE & BONDS TOTAL:		3,665.32

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1920 MUNICIPAL BUILDINGS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-2587293-8.09.25	101-41920-42800	UTILITIES - T 612 N MAIN ST	208832	2,272.19
		I-2830632-2.09.25	101-41920-42810	UTILITIES-STO 5951 AIRPORT RD	208832	273.87
01-08281	VESTIS					
		I-6380319043	101-41920-42520	REPAIR-CITY H MAT CLEANING	208880	66.84
				DEPARTMENT 1920 MUNICIPAL BUILDINGS	TOTAL:	2,612.90

PACKET : 07525 07526 07527
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-2279-6619	101-41935-42615	POSTAGE	POSTAGE 09.16-30.2025	208845	283.56
01-03678	INTERSTATE OFFICE PRODU						
		I-01EI0214	101-41935-42640	COPY MACHINE	COPY PAPER	208787	174.48
01-05195	A & B BUSINESS SOLUTION						
		I-IN1297844	101-41935-42250	MANAGED PRINT	CT 9857-02 MONTHLY PAYMENT	208720	4,694.51
01-06750	MITCHELL TELECOM						
		I-11114426	101-41935-42850	UTILITIES/TEL	ACCT #00223662-2	208824	2,504.04
		I-11114426	101-41935-42850	UTILITIES/TEL	ACCT #00223662-2	208824	0.04
					DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		7,656.63

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00130	DAVISON COUNTY TREASURE						
		I-10022025	101-42110-42600	SUPPLIES	2025 F150 TITLE,REGISTRATION	208760	28.70
		I-100225	101-42110-42600	SUPPLIES	2025 EXPLORER TITLE,REGISTRATN	208760	28.70
01-00445	CITY OF MITCHELL						
		I-04.001200.00.09.25	101-42110-42810	UTILITIES	201 W 1ST AVE	208742	1,209.41
		I-04.001250.00.09.25	101-42110-42810	UTILITIES	122 S ROWLEY ST	208742	62.66
01-00809	GALLS LLC						
		I-032661916	101-42110-42640	UNIFORM ALLOW	PANTS	208774	182.99
01-01031	INTOXIMETERS INC						
		I-785945	101-42110-42600	SUPPLIES	MOUTH PIECES	208788	210.00
01-01199	STURDEVANTS AUTO VALUE						
		I-09252025	101-42110-42500	REPAIR & MAIN	FINANCE CHARGE	208866	3.98
		I-815063476	101-42110-42500	REPAIR & MAIN	OIL FILTER,COOLANT,WATER PUMP	208866	227.35
		I-815063837	101-42110-42500	REPAIR & MAIN	OIL FILTERS,DOOR LOCK ACTUATOR	208866	389.71
01-01322	LARRY'S I-90 SERVICE IN						
		I-108607	101-42110-42610	GAS OIL TIRES	TIRE REPAIR	208798	31.05
		I-108895	101-42110-42610	GAS OIL TIRES	ALIGNMENT OF TIRES	208798	165.00
01-01732	SIRCHIE ACQUISITION COM						
		I-0712353-IN	101-42110-42600	SUPPLIES	STERILE WATER	208861	191.08
01-01830	NORTHWESTERN ENERGY						
		I-2949839-1.10.25	101-42110-42810	UTILITIES	122 S ROWLEY ST	208832	59.51
01-02811	JONES SUPPLIES						
		I-154138	101-42110-42600	SUPPLIES	BATH TISSUE,ROLL TOWELS,LINERS	208793	251.29
01-03126	LIGHT & SIREN						
		I-17459	101-42110-43400	MACHINERY AND	SIREN SPEAKER	208801	554.00
01-06750	MITCHELL TELECOM						
		I-11114426	101-42110-42800	TELEPHONE	ACCT #00223662-2	208824	24.51
		I-11117396	101-42110-42810	UTILITIES	ACCT #00241863-3	208824	61.43
01-06950	PETER ARNOLD						
		I-10062025	101-42110-42700	TRAVEL, CONF	RC CRISIS NEGOTIATION-MEALS	208726	140.00
01-08014	VERN EIDE CHEVROLET GMC						
		I-16120958/1	101-42110-42980	VEHICLE TOWIN	TOWING	208879	45.00
01-08252	CORPORATE TRANSLATION S						
		I-313343	101-42110-42200	PROFESSIONAL	SEPT 2025 TRANSLATION SERVICE	208797	90.18
01-08281	VESTIS						

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-08281	VESTIS	continued					
		I-6380319928	101-42110-42200	PROFESSIONAL	MAT CLEANING	208880	66.09
01-09509	INNOVATIVE OFFICE SOLUT						
		I-IN4942453	101-42110-42600	SUPPLIES	TAPE,PAPER	208786	9.65
		I-IN4943246	101-42110-42600	SUPPLIES	DRY ERASE MARKERS	208786	5.77
01-09589	DAVID SARNE						
		I-10042025	101-42110-42700	TRAVEL, CONF	RC CRISIS NEGOTN-MEALS REIMB	208856	140.00
01-10407	GUARDIAN ALLIANCE TECHN						
		I-30799	101-42110-42200	PROFESSIONAL	BACKGROUND SOFTWARE	208778	50.00

DEPARTMENT 2110 POLICE DEPARTMENT TOTAL: 4,228.06

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01490	MUELLER LUMBER CO. INC.					
		I-303935	101-42130-42535	LIGHT MAINTEN MARKING PAINT	208826	64.53
01-01518	VERIZON WIRELESS					
		I-6124712905	101-42130-42820	TELEPHONE ACCT #886931646-00001	208878	79.73
01-01805	FASTENAL COMPANY					
		I-SDMIT181612	101-42130-43343	7TH & 1ST INT 7TH/MAIN SIGNAL PROJECT	208768	21.68
01-01830	NORTHWESTERN ENERGY					
		I-2573393-2.10.25	101-42130-42810	UTILITIES-TRA E 1ST AND GAMBLE ST	208832	23.54
		I-2573626-5.10.25	101-42130-42810	UTILITIES-TRA 1030 E 1ST AVE	208832	13.83
		I-2576730-2.10.25	101-42130-42810	UTILITIES-TRA N SANBORN AND 5TH AVE	208832	90.94
		I-2580169-7.10.25	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	208832	27.74
		I-2581243-9.09.25	101-42130-42835	UTILITIES-STR STREET LIGHTS	208832	20,920.63
		I-2586693-0.09.25	101-42130-42835	UTILITIES-STR 112 W 2ND AVE	208832	20.72
		I-2586929-8.09.25	101-42130-42835	UTILITIES-STR 111 W 5TH AVE	208832	19.74
		I-2586966-0.09.25	101-42130-42835	UTILITIES-STR 111 W 7TH AVE	208832	94.11
		I-2778164-0.10.25	101-42130-42810	UTILITIES-TRA 1ST AND SANBORN ST	208832	129.08
		I-2781011-8.10.25	101-42130-42520	EMERGENCY SIR 1001 E BIRCH AVE PWSP SIREN	208832	28.30
		I-2793476-9.10.25	101-42130-42810	UTILITIES-TRA 1ST AND BURR ST SIGNAL LIGHTS	208832	73.43
		I-2812391-7.09.25	101-42130-42520	EMERGENCY SIR 5861 TOWER RD	208832	30.86
		I-2860182-1.09.25	101-42130-42810	UTILITIES-TRA MINNESOTA AND 16 AVE	208832	12.73
		I-2860183-9.09.25	101-42130-42810	UTILITIES-TRA MINNESOTA AND 18 AVE	208832	12.73
		I-2942176-5.10.25	101-42130-42810	UTILITIES-TRA 809 E 1ST AVE	208832	13.66
		I-2955717-0.09.25	101-42130-42835	UTILITIES-STR 500 N MAIN LOT PARKING	208832	30.95
		I-3480194-4.09.25	101-42130-42810	UTILITIES-TRA 111 W 7TH PWSP SIGNAL	208832	24.08
		I-3480195-1.09.25	101-42130-42810	UTILITIES-TRA 112 W 2ND PWSP SIGNAL	208832	81.10
		I-3480197-7.09.25	101-42130-42810	UTILITIES-TRA 111 W 5TH PWSP SIGNAL	208832	141.07
		I-3880132-0.09.25	101-42130-42810	UTILITIES-TRA 1808 N MINNESOTA AVE SGNL	208832	120.75
		I-4242942-3.09.25	101-42130-42835	UTILITIES-STR N HWY 37 STREET LIGHTS	208832	268.19
		I-4255820-5.09.25	101-42130-42835	UTILITIES-STR 103 S MAIN ST	208832	12.00
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-9361-0	101-42130-43343	7TH & 1ST INT PAINT	208860	512.50

DEPARTMENT 2130 TRAFFIC DEPARTMENT TOTAL: 22,868.62

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2200 FIRE DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE						
		I-815063633	101-42200-42500	REPAIR & MAIN	MINIATURE LAMP	208866	2.99
01-01830	NORTHWESTERN ENERGY						
		I-3566523-1.09.25	101-42200-42810	UTILITIES	5971 AIRPORT RD BLDG 21	208832	27.49
01-05276	M & T FIRE AND SAFETY I						
		I-15128	101-42200-42641	PROTECTIVE CL	HELMET SHIELDS	208804	221.70
01-06750	MITCHELL TELECOM						
		I-11114426	101-42200-42800	TELEPHONE	ACCT #00223662-2	208824	4.69
		I-11117396	101-42200-42810	UTILITIES	ACCT #00241863-3	208824	61.42
01-09349	HOWES OIL CO						
		I-364262	101-42200-42610	GAS & OIL	ON ROAD FUEL	208782	610.45
01-09509	INNOVATIVE OFFICE SOLUT						
		I-IN4942453	101-42200-42600	SUPPLIES	TAPE,PAPER	208786	54.53
		I-IN4943246	101-42200-42600	SUPPLIES	DRY ERASE MARKERS	208786	5.77
				DEPARTMENT 2200 FIRE DEPARTMENT		TOTAL:	989.04

PACKET : 07525 07526 07527
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
01-00424	RUNNINGS SUPPLY INC						
		I-2139088	101-43100-42500	REPAIRS	HEX BUSHING	208850	8.98
	PROJ: L6D-42500	508		REPAIR MAINTENANCE			
		I-2145412	101-43100-42500	REPAIRS	BALL VALVE,FITTINGS,NIPPLES	208850	154.50
	PROJ: L12-42500	109		REPAIR MAINTENANCE			
		I-2145455	101-43100-42500	REPAIRS	FERTILIZER SOLUTION HOSE	208850	64.35
	PROJ: L12-42500	109		REPAIR MAINTENANCE			
01-00436	CHS INC						
		I-IA3820	101-43100-42600	SUPPLIES	HANKOOK TIRES	208741	430.00
	PROJ: L15-42600	115		SUPPLIES MATERIALS			
01-01199	STURDEVANTS AUTO VALUE						
		I-815063475	101-43100-42500	REPAIRS	HEATER HOSE,OIL.AIR FLEET,FILT	208866	19.46
	PROJ: L25-42500	127		REPAIRS MAINTENANCE			
		I-815063475	101-43100-42600	SUPPLIES	HEATER HOSE,OIL.AIR FLEET,FILT	208866	162.05
	PROJ: L47-42600	148		SUPPLIES MATERIALS			
		I-815063475	101-43100-42500	REPAIRS	HEATER HOSE,OIL.AIR FLEET,FILT	208866	107.39
	PROJ: L01-42500	101		REPAIR MAINTENANCE			
		I-815063838	101-43100-42500	REPAIRS	INTERIOR DOOR HANDLE,AIR FLEET	208866	88.99
	PROJ: L61-42500	165		REPAIR MAINTENANCE			
		I-815063838	101-43100-42500	REPAIRS	INTERIOR DOOR HANDLE,AIR FLEET	208866	29.87
	PROJ: L57-42500	161		REPAIR MAINTENANCE			
		I-815063838	101-43100-42600	SUPPLIES	INTERIOR DOOR HANDLE,AIR FLEET	208866	26.99
01-01239	BUTLER MACHINERY INC						
		I-13PS0089518	101-43100-42500	REPAIRS	SEAL O-RINGS,GASKET,WATER PUMP	208732	538.95
	PROJ: L24-42500	125		REPAIRS MAINTENANCE			
01-02679	MENARD'S INC						
		I-93574	101-43100-42600	SUPPLIES	GORILLA TAPE,SEWER ELBOW,PIPE	208809	96.74
01-03099	LAWSON PRODUCTS INC						
		I-9312850984	101-43100-42600	SUPPLIES	CONNECTORS,RINGS,WASHERS,NUTS	208799	1,204.10
01-03884	COMMERCIAL ASPHALT						
		I-0022253-IN	101-43100-42620	ASPHALT MIX	HOT MIX	208750	6,710.89
01-04066	TRANSWEST - SIOUX FALLS						
		I-094P15729	101-43100-42500	REPAIRS	SEALS, ORINGS	208875	16.46
	PROJ: L57-42500	161		REPAIR MAINTENANCE			
		I-094P15921	101-43100-42500	REPAIRS	POWER STEERING PUMP	208875	10.30
	PROJ: L24-42500	125		REPAIRS MAINTENANCE			
01-04626	LOCATORS AND SUPPLIES I						
		I-0323465-IN	101-43100-42600	SUPPLIES	DIAMOND BLADES	208802	936.62
01-06750	MITCHELL TELECOM						
		I-11114426	101-43100-42800	UTILITIES	ACCT #00223662-2	208824	3.35

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-08558	KEVIN ROTH						
		I-10082025	101-43100-42650	UNIFORMS	JEANS REIMBURSED	208849	68.40
01-09039	CENTRAL PLAINS AUTOMATI						
		I-34032	101-43100-42500	REPAIRS	CHIPPER CHUTE,PLATES,WELDING	208738	3,777.30
	PROJ: L10-42500	106		REPAIR MAINTENANCE			
01-09349	HOWES OIL CO						
		I-364262	101-43100-42610	GAS	OFF ROAD FUEL	208782	7,105.81
		I-364262	101-43100-42610	GAS	ON ROAD FUEL	208782	846.60
01-09671	PREMIER EQUIPMENT LLC						
		I-IH73192	101-43100-42600	SUPPLIES	PLANER BIT	208840	1,232.00
	PROJ: L01-42600	101		SUPPLIES/MATERIALS			
					DEPARTMENT 3100 STREET DEPARTMENT	TOTAL:	23,640.10

PACKET : 07525 07526 07527
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
01-01518	VERIZON WIRELESS					
		I-6124712905	101-43110-42800	UTILITIES ACCT #886931646-00001	208878	80.02
01-03114	SUBWAY					
		I-2/A-696757	101-43110-42750	PLANNING COMM 10.14.25 PLANNING COMM MEALS	208868	71.92
01-06750	MITCHELL TELECOM					
		I-11114426	101-43110-42800	UTILITIES ACCT #00223662-2	208824	10.99
		I-11114540	101-43110-42916	NUISANCE ABAT ACCT #00019259-0	208824	5.31
01-09703	AMAZON CAPITAL SERVICES					
		I-1Y7H-J6Y9-693L	101-43110-42600	SUPPLIES HANGING TAGS,GEL PENS,CALENDAR	208724	28.34
				DEPARTMENT 3110 PUBLIC WORKS ADMIN TOTAL:		196.58

PACKET : 07525 07526 07527
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
01-06546	PRO CONTRACTING INC					
		I-2113	101-43120-42521	SIDEWALK CONS CARL RD/COTTONWOOD ADA PADS	208843	2,367.35
01-07709	TAYLOR CONCRETE CONSTRU					
		I-2025-43 P.E. #1	101-43120-43305	BIKE PATH CON 2025-43 P.E. #1	208870	25,940.13
01-09869	MCLAURY ENGINEERING INC					
		I-2023-21 P.E. #20	101-43120-43300	STREET OVERLA 2023-21 P.E. #20	208807	13,247.80
		I-2025-8 P.E. #6	101-43120-42200	PROF SERVICES 2025-8 P.E. #6	208807	15,568.75
				DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		57,124.03

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3150 STORM DRAINAGE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09869	MCLAURY ENGINEERING INC					
		I-2023-21 P.E. #20	101-43150-43343	2ND, 4TH, & R 2023-21 P.E. #20	208807	9,171.57
				DEPARTMENT 3150 STORM DRAINAGE	TOTAL:	9,171.57

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-815063579	101-43700-42600	SUPPLIES & MA COIL	208866	33.99
		I-815063970	101-43700-42600	SUPPLIES & MA IGNITION MODULE	208866	129.97
01-01518	VERIZON WIRELESS					
		I-6124712905	101-43700-42800	UTILITIES ACCT #886931646-00001	208878	65.32
01-02495	TITAN MACHINERY-MITCHEL					
		C-SR0046861-1	101-43700-42600	SUPPLIES & MA RETURNED HANDLE	000000	474.10-
		I-PS0717480-1	101-43700-42600	SUPPLIES & MA HANDLE	000000	474.10
01-08130	C & B OPERATIONS LLC					
		I-13468412	101-43700-42600	SUPPLIES & MA HOSES,WATER PUMP REPAIR KIT	208733	96.64
		I-13471424	101-43700-42600	SUPPLIES & MA INNER AIR FILTER	208733	57.96
01-08281	VESTIS					
		I-6380317750	101-43700-42600	SUPPLIES & MA MAT CLEANING	208880	33.26
				DEPARTMENT 3700 CEMETERY	TOTAL:	417.14

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4110 HEALTH & WELFARE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00523	DAKOTA COUNSELING INST/					
		I-10062025	101-44110-42940	DAKOTA COUNSE 2025 4TH QTR ALLOCATION	208755	3,250.00
01-01749	THE SAFE PLACE OF EASTE					
		I-871	101-44110-42950	SAFE PLACE OF 2025 4TH QTR ALLOCATION	208853	5,000.00
				DEPARTMENT 4110 HEALTH & WELFARE	TOTAL:	8,250.00

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4120 ANIMAL CONTROL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01210	LAKEVIEW VETERINARY CLI					
		I-340778	101-44120-42900	IMPOUNDING DO SEPT 2025 MANAGMENT FEE	208796	900.00
01-02017	DAVISON RURAL WATER SYS					
		I-4837.10.25	101-44120-42800	UTILITIES-POU SEPT 2025 WATER USAGE	208761	60.30
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	960.30

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 5000 CULTURE & RECREATION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03235	AREA COMMUNITY THEATRE					
		I-10072025	101-45000-42910	AREA COMMUNIT 2025 4TH QTR ALLOCATION	208725	10,625.00
01-09219	CASA - FIRST CIRCUIT					
		I-2779	101-45000-42925	CASA 2025 4TH QTR ALLOCATION	208736	1,250.00
				DEPARTMENT 5000 CULTURE & RECREATION	TOTAL:	11,875.00

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 5500 LIBRARY BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01015	INGRAM LIBRARY SERVICES						
		I-90612952	101-45500-43420	BOOKS	BOOKS	208785	511.79
		I-90612953	101-45500-43420	BOOKS	BOOK	208785	26.40
		I-90649740	101-45500-43420	BOOKS	BOOK	208785	28.50
		I-90728447	101-45500-43420	BOOKS	BOOKS	208785	603.64
		I-90739320	101-45500-43420	BOOKS	BOOK	208785	27.00
		I-90761126	101-45500-43420	BOOKS	BOOKS	208785	44.99
		I-90786144	101-45500-43420	BOOKS	BOOK	208785	26.40
		I-90864762	101-45500-43420	BOOKS	BOOKS	208785	45.60
		I-90864763	101-45500-43420	BOOKS	BOOKS	208785	599.57
		I-90883274	101-45500-43420	BOOKS	BOOKS	208785	34.48
		I-90909306	101-45500-43420	BOOKS	BOOKS	208785	116.61
		I-90926874	101-45500-43420	BOOKS	BOOKS	208785	129.93
01-02158	MICHAEL FREDERICK						
		I-267832	101-45500-43420	BOOKS	BOOKS	208773	50.00
01-05088	BLACKSTONE PUBLISHING						
		I-2211927	101-45500-43421	AUDIO-VISUAL	AUDIOBOOKS	208730	253.52
01-06026	CENTER POINT LARGE PRIN						
		I-2179518	101-45500-43420	BOOKS	LARGE PRINT BOOKS	208737	99.48
01-06301	MIDAMERICA BOOKS						
		I-0071944	101-45500-43420	BOOKS	CHILDREN'S BOOKS	208811	97.85
		I-0071970	101-45500-43420	BOOKS	CHILDREN'S BOOKS	208811	200.65
01-06750	MITCHELL TELECOM						
		I-11114426	101-45500-42800	UTILITIES	ACCT #00223662-2	208824	1.00
		I-11117782	101-45500-42800	UTILITIES	ACCT #00217267-0	208824	77.95
01-08223	OVERDRIVE INC						
		I-02495CO25317045	101-45500-42693	E-BOOKS/AUDIO	EBOOKS,EAUDIOBOOKS	208839	2,055.29
		I-02495CP25302188	101-45500-42693	E-BOOKS/AUDIO	EBOOK,EAUDIOBOOK	208839	48.94
01-08887	PRIDE NEON SIGN SOLUTIO						
		I-100298	101-45500-43400	FURNITURE & E	INSTALL DOUBLE SIDED SIGN	208842	28,800.79
01-10205	KEVIN KENKEL						
		I-10102025	101-45500-42700	TRAVEL, CONF	ND LIBRARY CONF-ROOMS REIMB	208794	280.47
					DEPARTMENT 5500 LIBRARY	TOTAL:	34,160.85

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 6500 ECONOMIC DEVELOPMENT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00445	CITY OF MITCHELL					
		I-01.318201.01.10.25	101-46500-43100	PROPERTY ACQU 1105 E 1ST AVE-FINAL	208742	3.22
		I-01.318301.01.10.25	101-46500-43100	PROPERTY ACQU 1116 E 1ST AVE-FINAL	208742	3.22
		I-01.485801.01.09.25	101-46500-43100	PROPERTY ACQU 115 S FOSTER ST	208742	202.47
		I-01.485801.01.10.25	101-46500-43100	PROPERTY ACQU 115 S FOSTER ST-FINAL	208742	29.00
		I-01.485901.01.10.25	101-46500-43100	PROPERTY ACQU 1208 E HANSON AVE-FINAL	208742	41.71
01-01400	MITCHELL AREA DEVELOPME					
		I-10012025	101-46500-42900	MITCHELL AREA 2025 4TH QTR ALLOCATION	208819	45,500.00
01-01830	NORTHWESTERN ENERGY					
		I-4279212-7.10.25	101-46500-43100	PROPERTY ACQU 1201 E 1ST AVE HSE	208832	58.03
01-02386	MITCHELL MAIN STREET AN					
		I-10012025	101-46500-42918	MITCHELL MAIN 2025 4TH QTR ALLOCATION	208823	11,250.00
01-02840	TESSIERS MECHANICAL CON					
		I-30014317	101-46500-43100	PROPERTY ACQU UNHOOK A/C UNIT FROM TRAILERS	208871	678.75
01-06656	PREMIER PEST CONTROL LL					
		I-32275	101-46500-43100	PROPERTY ACQU ROACH SPRAY ON TRAILERS	208841	200.00
01-07652	DAKOTA HEARTLAND DEVELO					
		I-10012025	101-46500-42911	REGIONAL ECON 2025 4TH QTR ALLOCATION	208756	6,250.00

DEPARTMENT 6500 ECONOMIC DEVELOPMENT TOTAL: 64,216.40

FUND 101 GENERAL TOTAL: 285,331.28

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5110 RECREATION & AQUATICS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00940	HARVE'S SPORT SHOP					
		I-0002752	201-45110-42600	SUPPLIES & MA FOOTBALL MOUTH GUARDS	208779	129.99
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
		I-0002753	201-45110-42600	SUPPLIES & MA FOOTBALL REFREE PENALTY FLAGS	208779	20.97
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-01404	MITCHELL IRON & SUPPLY					
		I-86962	201-45110-42500	REPAIR & MAIN FINANCE CHARGE	208822	19.44
	PROJ: J50-RM-GENER	OUTDOOR AQUATIC CENTER		REPAIR/MAINT-GENERAL		
01-01830	NORTHWESTERN ENERGY					
		I-2868739-0.10.25	201-45110-42850	UTILITIES-AQU 1201 E HANSON ST POOL	208832	389.52
	PROJ: J50-ELE/GAS	OUTDOOR AQUATIC CENTER		UTILITIES-ELECTRIC/GAS		
01-02567	S & M PRINTING INC					
		I-84837	201-45110-42600	SUPPLIES & MA OUTSIDE EXPECTATION AD	208852	25.00
	PROJ: J53-SM-OFFIC	P&A SPECIAL EVENTS		SUPPLIES/MATERIAL-OFFICE		
01-02790	SUN GOLD SPORTS LLC					
		I-34706	201-45110-42250	PROGRAMMING S REC PROGRAM SHIRTS	208869	1,229.93
	PROJ: J51-SM-PROGR	P&A YOUTH PROGRAMS		SUPPLIES/MATERIAL-PROGRAMS		
01-06750	MITCHELL TELECOM					
		I-11114426	201-45110-42800	UTILITIES ACCT #00223662-2	208824	1.44
01-07266	MITCHELL HIGH SCHOOL VO					
		I-09292025	201-45110-42250	PROGRAMMING S MHS VOLLEYBALL PROGRAM	208821	2,392.19
01-08515	SD DEPT OF PUBLIC SAFET					
		I-119693	201-45110-42500	REPAIR & MAIN BOILER CERTIFICATE FEE	208858	300.00
	PROJ: J50-RM-HVAC	OUTDOOR AQUATIC CENTER		REPAIR-MAINT-HVAC		
				DEPARTMENT 5110 RECREATION & AQUATICS TOTAL:		4,508.48

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-2773861-6.10.25	201-45140-42800	UTILITIES 1300 N MAIN ST UNIT 15	208832	1,366.94
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-02567	S & M PRINTING INC					
		I-85080	201-45140-42600	SUPPLIES & MA MY PLACE DAY PASSES	208852	28.00
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-02679	MENARD'S INC					
		I-94010A	201-45140-42600	SUPPLIES & MA ACID BRUSH,LINERS,SHOWER HOSE	208809	66.92
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-94122	201-45140-42600	SUPPLIES & MA BATH BENCH,BANDAIDS	208809	58.33
	PROJ: J02-SM-JANIT	INDOOR AQUATIC CTR		SUPPLIES/MATERIALS-JANITORIAL		
		I-94395	201-45140-42600	SUPPLIES & MA NF THICK N HARDY	208809	16.99
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
01-02880	THUNE TRUE VALUE & APPL					
		I-A604665	201-45140-42600	SUPPLIES & MA NUTS, BOLTS	208873	6.48
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
		I-B309529	201-45140-42600	SUPPLIES & MA TILEX REMOVER	208873	13.98
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-04293	JCL SOLUTIONS					
		I-2018649	201-45140-42600	SUPPLIES & MA TOILET TISSUE,BOWL CLEANER,LIN	208789	470.55
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-04950	MIDCONTINENT COMMUNICAT					
		I-BIL-554225	201-45140-42300	PUBLISHING ADVERTISING	208813	200.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-557491	201-45140-42300	PUBLISHING ADVERTISING	208813	300.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-565000	201-45140-42300	PUBLISHING ADVERTISING	208813	117.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-565197	201-45140-42300	PUBLISHING ADVERTISING	208813	198.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-565198	201-45140-42300	PUBLISHING ADVERTISING	208813	650.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-565429	201-45140-42300	PUBLISHING ADVERTISING	208813	37.50
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
		I-BIL-565825	201-45140-42300	PUBLISHING ADVERTISING	208813	140.00
	PROJ: J08-MIDCO	REC CTR PUBLISHING		PUBLISHING-MIDCO		
01-06750	MITCHELL TELECOM					
		I-11118415	201-45140-42800	UTILITIES ACCT #00037690-1	208824	118.90
	PROJ: J09-TV	REC CTR UTILITIES		UTILITIES-TV		
01-07716	SAGA COMMUNICATIONS OF					
		I-MC-12509111925	201-45140-42300	PUBLISHING ADVERTISING	208854	585.00
	PROJ: J08-KMIT	REC CTR PUBLISHING		PUBLISHING-KMIT		

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08594	MAKE IT MINE DESIGNS					
		I-44436	201-45140-42650	UNIFORMS LACHNIT LOGOD SHIRTS	208806	122.85
	PROJ: J10-SHAWN	REC CTR UNIFORMS		UNIFORMS-SHAWN		
		I-44449	201-45140-42600	SUPPLIES & MA LOGOD SHIRTS	208806	38.25
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-44487	201-45140-42600	SUPPLIES & MA GULLEDGE LOGO SHIRT	208806	50.00
	PROJ: J06-SM-PROGR	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PROGRAMS		
01-09126	IDENTISYS INC					
		I-739078	201-45140-42600	SUPPLIES & MA KEY TAGS	208784	385.00
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
01-09143	ICAN INC					
		I-128826	201-45140-42300	PUBLISHING ADVERTISING	208783	750.00
	PROJ: J08-ICAN	REC CTR PUBLISHING		PUBLISHING-ICAN		
01-09633	STAPLES					
		I-6044785296	201-45140-42600	SUPPLIES & MA GLOVES	208865	64.05
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-17FV-XXVC-X6C4	201-45140-42600	SUPPLIES & MA SEALANT,SOAP DISPENSER	208724	55.84
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
		I-1VMW-7PRH-671Q	201-45140-42601	CONCESSION SU CANDY	208724	219.50
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
		I-1VY6-3W4R-4J4H	201-45140-42600	SUPPLIES & MA SEALS,PUMPS	208724	53.81
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		

DEPARTMENT 5140 RECREATION CENTER TOTAL: 6,113.89

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-42216	201-45160-42600	SUPPLIES & MA MISC FASTENERS	208765	1.50
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-43397	201-45160-42600	SUPPLIES & MA BUSHINGS	208765	24.70
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-44319	201-45160-42600	SUPPLIES & MA PLEATED FILTERS	208765	309.24
	PROJ: H13-42600	ARENA-SOUTH RINK		SUPPLIES-MAINTENANCE		
		I-44860	201-45160-42600	SUPPLIES & MA WORKLIGHT	208765	69.00
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-46535	201-45160-42600	SUPPLIES & MA DRAIN FIBER,SHOVEL	208765	58.98
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-47262	201-45160-42600	SUPPLIES & MA MISC FASTENERS	208765	0.25
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-00436	CHS INC					
		I-IG5440	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	208741	78.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-01355	MIDWEST TURF & IRRIGATI					
		I-3956770-00	201-45160-42500	REPAIR & MAIN TEES,GASKETS,O-RINGS	208816	874.38
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01490	MUELLER LUMBER CO. INC.					
		I-303859	201-45160-42600	SUPPLIES & MA CONCRETE MIX	208826	127.33
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-01518	VERIZON WIRELESS					
		I-6124712905	201-45160-42800	UTILITIES ACCT #886931646-00001	208878	39.72
01-01819	NORTHWEST PIPE FITTINGS					
		I-473996	201-45160-42500	REPAIR & MAIN SLEEVES,PVC RESTRAINT,BOLT,NUT	208831	783.70
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
01-01922	MINNESOTA KNIFE					
		I-12514	201-45160-42500	REPAIR & MAIN KNIFE SUPER FINISH	208818	660.00
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-02804	TMA STORES					
		I-111303	201-45160-42500	REPAIR & MAIN LOOSE FLAT REPAIR,TUBE	208874	39.33
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-154177	201-45160-42600	SUPPLIES & MA BATH TISSUE,TOWELS,URINAL SCRN	208793	514.27
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-07911	JEREMY NIELSEN					
		I-10032025	201-45160-42610	GAS & FUEL MILEAGE REIMB-PICKUP BLADES	208830	67.63
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08281	VESTIS					
		I-6380317358	201-45160-42500	REPAIR & MAIN MAT CLEANING	208880	59.73
	PROJ: H06-42500		ARENA-NORTH RINK	REPAIR-MAINTENANCE		
01-09349	HOWES OIL CO					
		I-364262	201-45160-42610	GAS & FUEL OFF ROAD FUEL	208782	943.42
				DEPARTMENT 5160 SPORTS COMPLEXES	TOTAL:	4,651.18

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5210 PARKS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-6619	201-45210-42300	PUBLISHING POSTAGE 09.16-30.2025	208845	0.78
01-00424	RUNNINGS SUPPLY INC					
		I-2142174	201-45210-42600	SUPPLIES & MA ANTIFREEZE	208850	376.74
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-2143104	201-45210-42600	SUPPLIES & MA LED LIGHT BULBS	208850	69.98
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-00532	A-OX WELDING SUPPLY CO					
		I-0000335548	201-45210-42600	SUPPLIES & MA CO2 CYLINDER FILLS	208721	102.97
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-01193	KROHMER PLUMBING INC					
		I-92694	201-45210-42600	SUPPLIES & MA OUTSIDE HYDRANT REPAIRS	208795	393.46
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-01450	MUTH ELECTRIC INC					
		I-804041	201-45210-42500	REPAIR & MAIN DISCONNECT SHELTER POWER	208827	211.63
	PROJ: H66-42500	CAMP ARROYA		REPAIR/MAINTENANCE		
		I-804331	201-45210-42600	SUPPLIES & MA LOCATE WIRING BY PICKLEBALL CR	208827	101.38
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-01490	MUELLER LUMBER CO. INC.					
		I-10012025	201-45210-42600	SUPPLIES & MA INSTALL WINDOW CAMP ARROYA	208826	726.77
	PROJ: H66-42600	CAMP ARROYA		SUPPLIES/MATERIALS		
		I-100125	201-45210-42600	SUPPLIES & MA INSTALL WINDOW HITCHCOCK PARK	208826	853.60
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-01518	VERIZON WIRELESS					
		I-6124712905	201-45210-42800	UTILITIES ACCT #886931646-00001	208878	39.72
01-01830	NORTHWESTERN ENERGY					
		I-2573053-2.10.25	201-45210-42800	UTILITIES 421 S FOSTER ST SHOP	208832	227.66
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2573054-0.10.25	201-45210-42800	UTILITIES 401 S FOSTER TNCT	208832	83.60
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573055-7.09.25	201-45210-42800	UTILITIES 1001 E BIRCH AVE SW PWSP P SHL	208832	35.80
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2573056-5.09.25	201-45210-42800	UTILITIES 1001 E BIRCH AVE PWSP CONC 5	208832	11.04
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2580826-2.09.25	201-45210-42800	UTILITIES 800 E 11TH AVE	208832	10.36
	PROJ: H60-42800	NORTHRIDGE PARK		UTILITIES		
		I-2581610-9.09.25	201-45210-42800	UTILITIES PUBLIC BEACH	208832	71.32
	PROJ: H74-42800	PUBLIC BEACH		UTILITIES		
		I-2581644-8.10.25	201-45210-42800	UTILITIES KIWANIS WOODLOT	208832	40.78
	PROJ: H71-42800	KIWANIS WOODLOT		UTILITIES		
		I-2581648-9.09.25	201-45210-42800	UTILITIES ACCESS LOT LITE	208832	10.36
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5210 PARKS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY continued					
		I-2581649-7.09.25	201-45210-42800	UTILITIES DAY CAMP	208832	51.15
	PROJ: H67-42800	DAY CAMP		UTILITIES		
		I-2583204-9.09.25	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK JENNEWEI	208832	17.49
	PROJ: H58-42800	JENNEWEIN PARK		UTILITIES		
		I-2584325-1.09.25	201-45210-42800	UTILITIES 1300 S ROWLEY ST PARK PIONEER	208832	21.16
	PROJ: H61-42800	PIONEER PARK		UTILITIES		
		I-2584526-4.09.25	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	208832	16.02
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-2707036-6.10.25	201-45210-42800	UTILITIES W TENNIS COURT 11	208832	124.08
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2787841-2.10.25	201-45210-42800	UTILITIES 421 S FOSTER SHOP	208832	133.40
	PROJ: H51-42800	PARK SHOP		UTILITIES		
		I-2787842-0.09.25	201-45210-42800	UTILITIES 1001 E BIRCH AVE LT SB	208832	12.00
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2810876-9.10.25	201-45210-42800	UTILITIES 1001 E HANSON AVE PWSP P SHLTR	208832	69.61
	PROJ: H56-42800	HITCHCOCK PARK		UTILITIES		
		I-2973566-9.09.25	201-45210-42800	UTILITIES 621 N MAIN ST	208832	15.29
	PROJ: H62-42800	ROTARY PARK		UTILITIES		
		I-3045799-8.09.25	201-45210-42800	UTILITIES 311 1/2 N HARMON	208832	86.68
	PROJ: H66-42800	CAMP ARROYA		UTILITIES		
		I-3328555-2.09.25	201-45210-42800	UTILITIES 425 S BURR	208832	65.78
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-3449572-1.09.25	201-45210-42850	UTILITIES-VET 101 N MAIN ST	208832	63.94
	PROJ: H63-42850	VETERANS PARK		UTILITES/VETERANS PARK		
		I-3600484-4.09.25	201-45210-42800	UTILITIES 745 N HARMON DR RSTA	208832	48.44
	PROJ: H76-42800	SANDY BEACH		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S105085581.001	201-45210-42600	SUPPLIES & MA PVC PIPE BE	208758	70.05
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-S105092312.001	201-45210-42600	SUPPLIES & MA CAP PVC	208758	15.29
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-S105102844.001	201-45210-42600	SUPPLIES & MA PENTAGON KEY,HANDLE	208758	61.10
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-02207	JD CONCRETE PRODUCTS					
		I-38368	201-45210-42600	SUPPLIES & MA CONCRETE PATTON YOUNG PARK	208790	447.50
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
01-02679	MENARD'S INC					
		I-92100	201-45210-42600	SUPPLIES & MA FOUNDATION	208809	49.00
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-93942A	201-45210-42600	SUPPLIES & MA CEMENT,CLEANER,ELBOW	208809	79.15
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-94013A	201-45210-42600	SUPPLIES & MA PVC BUSHING,FEMALE ADAPTER	208809	17.40
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-94064	201-45210-42600	SUPPLIES & MA PVC CAPS	208809	23.02
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5210 PARKS BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02804	TMA STORES					
		I-111469	201-45210-42500	REPAIR & MAIN LOOSE FLAT REPAIR,TUBE	208874	39.33
	PROJ: H50-42500	PARKS EQUIPMENT		REPAIR/MAINTENANCE		
01-02811	JONES SUPPLIES					
		I-154233	201-45210-42600	SUPPLIES & MA ROLL TOWELS,BATH TISSUE	208793	231.60
	PROJ: H87-42600	PATTON YOUNG		SUPPLIES-MAINTENANCE		
01-02880	THUNE TRUE VALUE & APPL					
		I-B309545	201-45210-42600	SUPPLIES & MA GFCI SELF TEST	208873	22.99
	PROJ: H60-42600	NORTHRIDGE PARK		SUPPLIES/MATERIALS		
01-09004	DAKTECH INC					
		I-INV0348976	201-45210-42600	SUPPLIES & MA COMPUTER SYSTEM	208759	905.00
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-10154	SCHOENFELDER PORTABLES					
		I-4777	201-45210-42600	SUPPLIES & MA TOILET RENTALS	208857	265.00
	PROJ: H67-42600	DAY CAMP		SUPPLIES/MATERIALS		
				DEPARTMENT 5210 PARKS	TOTAL:	6,319.42

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5220 SUPERVISION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS						
		I-6124712905	201-45220-42800	UTILITIES	ACCT #886931646-00001	208878	39.72
01-02624	SD PUBLIC ASSURANCE ALL						
		I-31856-4221	201-45220-42100	INSURANCE	ADDITIONAL PROPERTY COVERAGE	208859	13.08
01-06750	MITCHELL TELECOM						
		I-11114426	201-45220-42800	UTILITIES	ACCT #00223662-2	208824	1.11
01-10588	KEVIN NELSON						
		I-10142025	201-45220-42700	TRAVEL, CONF.	SPEARFISH SDPR CONF-MEALS,MILE	208829	547.62

DEPARTMENT 5220 SUPERVISION TOTAL: 601.53

FUND 201 PARK FUND TOTAL: 22,194.50

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 203 LAKE MITCHELL
DEPARTMENT: 5220 LAKE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-07801	SOUKUP CONSTRUCTION INC					
		I-2023-3 P.E. #11-F	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #11-F	208862	13,610.35
01-09239	MIDWEST LABORATORIES IN					
		I-1254698	203-45220-42550	TESTING LAKE WATER TESTINGS	208815	1,294.54
	PROJ: H85-42550	LAKE MITCHELL WATER		TESTING-LAKE MITCHELL		
				DEPARTMENT 5220 LAKE	TOTAL:	14,904.89
				FUND 203 LAKE MITCHELL	TOTAL:	14,904.89

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 211 ENTERTAINMENT TAX
DEPARTMENT: 6311 ENTERTAINMENT TAX BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01396	MITCHELL CONVENTION & V					
		I-10012025	211-46311-42960	CONV VISITORS OCT 2025 ENTERTAINMENT TAX DIS	208820	21,875.00
				DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL:	21,875.00
				FUND 211 ENTERTAINMENT TAX	TOTAL:	21,875.00

PACKET : 07525 07526 07527
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
01-08883	FINGERPRINT GROUP LLC					
		I-10012025	213-46311-42900	PROJECT IMPRO BRICK PATCH WORK,EXTERIOR PAIN	208769	8,800.00
				DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:		8,800.00
				FUND 213 BUSINESS IMPROV DIST #3 TOTAL:		8,800.00

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 214 E-911 EMERGENCY
DEPARTMENT: 3500 E-911 BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04308	SANTEL COMMUNICATIONS C					
		I-11146840	214-43500-42800	UTILITIES - T ACCT #00212623-2	208855	30.00
01-06750	MITCHELL TELECOM					
		I-11114426	214-43500-42800	UTILITIES - T ACCT #00223662-2	208824	17.14
		I-11116540	214-43500-42800	UTILITIES - T ACCT #00024899-5	208824	82.93
01-08252	CORPORATE TRANSLATION S					
		I-313343	214-43500-42200	PROFESSIONAL SEPT 2025 TRANSLATION SERVICE	208797	9.74
				DEPARTMENT 3500 E-911 TOTAL:		139.81
				FUND 214 E-911 EMERGENCY TOTAL:		139.81

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5150 PALACE TRANSIT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-09252025	218-45150-42500	REPAIR AND MA FINANCE CHARGE	208866	2.96
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815062323	218-45150-42500	REPAIR AND MA FILTERS,BATTERIES,STEERING GEA	208866	502.10
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815062694	218-45150-42500	REPAIR AND MA AIR CONDITIONER VALVE	208866	6.63
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815063073	218-45150-42500	REPAIR AND MA OIL FILTERS	208866	11.54
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01322	LARRY'S I-90 SERVICE IN					
		I-108519	218-45150-42610	GAS OIL TIRES MOUNT & BALANCE NEW TIRES	208798	300.98
	PROJ: E01-TIR	5311-FY18/19		Tires		
		I-108598	218-45150-42610	GAS OIL TIRES MOUNT & BALANCE TIRE REPAIR	208798	190.76
	PROJ: E01-TIR	5311-FY18/19		Tires		
		I-108682	218-45150-42610	GAS OIL TIRES MOUNT & BALANCE NEW TIRES	208798	679.20
	PROJ: E01-TIR	5311-FY18/19		Tires		
		I-108774	218-45150-42610	GAS OIL TIRES MOUNT & BALANCE NEW TIRES	208798	1,307.36
	PROJ: E01-TIR	5311-FY18/19		Tires		
		I-108866	218-45150-42610	GAS OIL TIRES REPLACE ONE TIRE,BALANCE	208798	164.86
	PROJ: E01-TIR	5311-FY18/19		Tires		
01-02054	TRI M TUNES					
		I-25846	218-45150-43411	COMPUTER HARD NEW CRADLEPOINT INSTALLED	208876	255.00
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
		I-25852	218-45150-43411	COMPUTER HARD NEW CRADLEPOINT INSTALLED	208876	117.50
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
		I-25854	218-45150-43411	COMPUTER HARD NEW CRADLEPOINT INSTALLED	208876	117.50
	PROJ: E01-RAD	5311-FY18/19		Radio Equipment		
01-06750	MITCHELL TELECOM					
		I-11114426	218-45150-42800	UTILITIES ACCT #00223662-2	208824	3.45
	PROJ: E01-OFFUT	5311-FY18/19		Office Utilities		
01-09349	HOWES OIL CO					
		I-364262	218-45150-42610	GAS OIL TIRES ON ROAD FUEL	208782	719.84
				DEPARTMENT 5150 PALACE TRANSIT	TOTAL:	4,379.68

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5180 JVCC BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-3358242-0.10.25	218-45180-42800 UTILITIES	300 W 1ST AVE	208832	1,722.25
01-06750	MITCHELL TELECOM					
		I-11114426	218-45180-42800 UTILITIES	ACCT #00223662-2	208824	0.23
01-09703	AMAZON CAPITAL SERVICES					
		I-1TGJ-NNWP-X7Q6	218-45180-42600 SUPPLIES & MA	FAX DRUM,TONER	208724	94.98
				DEPARTMENT 5180 JVCC	TOTAL:	1,817.46
				FUND 218 COMMUNITY SERVICES	TOTAL:	6,197.14

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 219 NUTRITION
DEPARTMENT: 5140 NUTRITION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00483	COUNTY FAIR					
		I-10012025	219-45140-42911	CONTRACT SERV SEPT 2025 SR MEALS	208754	1,215.20
01-01221	MT VERNON SCHOOL DISTRI					
		I-09302025	219-45140-42911	CONTRACT SERV SEPT 2025 SR MEALS-MT VERNON	208825	139.00
01-06232	COBORNS INC					
		I-10012025	219-45140-42911	CONTRACT SERV SEPT 2025 SR MEALS	208747	1,450.40
01-09069	BIG DADDY D'S INC					
		I-10032025	219-45140-42911	CONTRACT SERV SR MEALS 09.29-30&10.01-03.25	208729	1,753.20
		I-1016	219-45140-42911	CONTRACT SERV SR MEALS 10.06-10.2025	208729	1,627.50
01-10569	THE DUGOUT					
		I-10022025	219-45140-42911	CONTRACT SERV SEPT 2025 SR MEALS-TRIPP	208764	3,243.00

DEPARTMENT 5140 NUTRITION TOTAL: 9,428.30

FUND 219 NUTRITION TOTAL: 9,428.30

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 230 AIRPORT
DEPARTMENT: 3500 AIRPORT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00281	HELMS AND ASSOCIATES						
		I-AIP 34 AIRPORT #9	230-43500-43320	AIP-RECONSTRU	AIP' 34 AIRPORT P.E. #9	208781	24,603.42
		I-AIP33AIRPORT #12	230-43500-43205	HANGAR	AIP'33 AIRPORT P.E. #12	208781	3,420.81
01-00436	CHS INC						
		I-IG3371	230-43500-42610	GAS & OIL	AIRPORT RUBY FIELDMASTER	208741	425.86
		I-IG3372	230-43500-42610	GAS & OIL	AIRPORT UNLEADED GAS	208741	89.68
01-01199	STURDEVANTS AUTO VALUE						
		I-815062317	230-43500-42500	REPAIR & MAIN	HD OIL FLEET	208866	12.30
01-01518	VERIZON WIRELESS						
		I-6124712905	230-43500-42800	UTILITIES	ACCT #886931646-00001	208878	39.72
01-01830	NORTHWESTERN ENERGY						
		I-2585924-0.09.25	230-43500-42800	UTILITIES	MITCHELL AIRPORT	208832	188.51
		I-2585926-5.09.25	230-43500-42800	UTILITIES	AIRPORT SECURITY GATE	208832	14.19
		I-2585934-9.09.25	230-43500-42800	UTILITIES	MITCHELL AIRPORT 5	208832	594.48
		I-2585936-4.09.25	230-43500-42800	UTILITIES	5971 AIRPORT RD BLDG 24	208832	38.84
		I-2585992-7.09.25	230-43500-42800	UTILITIES	6601 N MAIN	208832	234.87
		I-2830030-9.09.25	230-43500-42800	UTILITIES	NG RD AND HWY 37 AP SIGN	208832	16.58
01-03100	CENTURY LINK						
		I-333866399.09.25	230-43500-42800	UTILITIES	ACCT #333866399	208739	71.97
01-06750	MITCHELL TELECOM						
		I-11118156	230-43500-42800	UTILITIES	ACCT #00248999-0	208824	77.95
01-08691	QUALITY CUT LAWN & TREE						
		I-2024-22R PE#1-2025	230-43500-42520	SNOW REMOVAL	2024-22R P.E. #1-2025	208846	10,000.00

DEPARTMENT 3500 AIRPORT TOTAL: 39,829.18

FUND 230 AIRPORT TOTAL: 39,829.18

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3330 WATER TREATMENT PLANT BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2141756	602-43330-42600	SUPPLIES & MA CABLE LOCK,BLACK MARKERS,TAPE	208850	88.96
		I-2142375	602-43330-42600	SUPPLIES & MA SHOP TOWELS,PRY BAR	208850	23.28
01-01518	VERIZON WIRELESS					
		I-6124712905	602-43330-42800	UTILITIES ACCT #886931646-00001	208878	79.44
01-01830	NORTHWESTERN ENERGY					
		I-2585902-6.09.25	602-43330-42800	UTILITIES 2800 N MAIN ST	208832	2,624.16
		I-2586002-4.09.25	602-43330-42800	UTILITIES N LAKE MITCHELL	208832	131.96
01-02679	MENARD'S INC					
		I-92011	602-43330-42600	SUPPLIES & MA PVC BUSHING,ELBOW,RISER	208809	10.16
		I-94030	602-43330-42600	SUPPLIES & MA AIR FILTERS	208809	47.94
		I-94450	602-43330-42600	SUPPLIES & MA TRAP CONN,TOOLBOX	208809	20.17
01-04692	B-Y WATER DISTRICT					
		I-06771.10.2025	602-43330-42850	B-Y WATER CHA SEPT 2025 WATER OVERAGE	208728	614.00
		I-06771.10.25	602-43330-42850	B-Y WATER CHA SEPT 2025 WATER USAGE	208728	113,855.36
01-08281	VESTIS					
		I-6380317758	602-43330-42600	SUPPLIES & MA MAT CLEANING	208880	30.80
01-09349	HOWES OIL CO					
		I-364262	602-43330-42610	GAS & FUEL OFF ROAD FUEL	208782	213.77

DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL: 117,740.00

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI						
		I-2279-6619	602-43340-42660	POSTAGE	POSTAGE 09.16-30.2025	208845	50.88
		I-629653	602-43340-42660	POSTAGE	FLATS POSTAGE 09.16-30.2025	208845	1.88
01-00424	RUNNINGS SUPPLY INC						
		I-2142838	602-43340-42600	SUPPLIES & MA	HAMMER,DIAMOND CUTTING WHEEL	208850	97.98
		I-2143271	602-43340-42600	SUPPLIES & MA	LONG CHISEL	208850	14.99
01-00532	A-OX WELDING SUPPLY CO						
		I-0000335538	602-43340-42600	SUPPLIES & MA	CO2 CYLINDER FILL	208721	22.99
01-00786	SOUTH DAKOTA 811						
		I-SD25-02610	602-43340-42200	LOCATES	SEPT 2025 MESSAGE FEE	208863	145.43
01-00798	MAGUIRE IRON INC						
		I-8477	602-43340-42600	SUPPLIES & MA	1MMG HYDRO MIXER ONLY	208805	18,000.00
01-01199	STURDEVANTS AUTO VALUE						
		I-815063482	602-43340-42600	SUPPLIES & MA	OIL FILTERS FOR DOME	208866	5.74
01-01590	MCLEOD'S PRINTING						
		I-86967	602-43340-42910	BILLING OFFIC	UTILITY APPLICATIONS	208808	70.00
01-01700	AAA COLLECTIONS INC						
		I-778209302025	602-43340-42910	BILLING OFFIC	PRE COLLECTION LETTER FEE	208722	48.34
01-02470	CORE & MAIN LP						
		I-X733580	602-43340-42600	SUPPLIES & MA	WIRE ENDS	208752	1,185.05
		I-X848770	602-43340-42600	SUPPLIES & MA	ALLY METERS,NON-PIT SET,IPERL	208752	19,110.00
		I-X893286	602-43340-42600	SUPPLIES & MA	HYMAX COUPLING	208752	2,466.60
01-02679	MENARD'S INC						
		I-92145	602-43340-42600	SUPPLIES & MA	TEST PLUGS	208809	27.75
		I-92160	602-43340-42600	SUPPLIES & MA	TEST PLUG	208809	25.56
		I-94083	602-43340-42600	SUPPLIES & MA	MECHANICAL TEST PLUGS	208809	45.52
01-02804	TMA STORES						
		I-111495	602-43340-42500	REPAIR & MAIN	FLAT TIRE REPAIR	208874	28.17
01-08466	CHR SOLUTIONS INC						
		I-771770	602-43340-42660	POSTAGE	JULY 2025 MAILING,BILLING SERV	208740	684.01
		I-771770	602-43340-42910	BILLING OFFIC	JULY 2025 MAILING,BILLING SERV	208740	442.52
		I-771992	602-43340-42660	POSTAGE	AUG 2025 MAILING,BILLING	208740	956.03
		I-771992	602-43340-42910	BILLING OFFIC	AUG 2025 MAILING,BILLING	208740	442.35
01-09439	ADVANCED ENGINEERING AN						
		I-2024-37 P.E. #12	602-43340-42225	PROFESSIONAL	2024-37 P.E. #12	208723	509.00
01-09703	AMAZON CAPITAL SERVICES						

PACKET : 07525 07526 07527
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
01-09703	AMAZON CAPITAL SERVICES continued					
		I-13F1-TLY7-9Q3T	602-43340-42600	SUPPLIES & MA IRON CHAINSAW FITTINGS	208724	479.00
		I-1Y7H-J6Y9-693L	602-43340-42600	SUPPLIES & MA HANGING TAGS,GEL PENS,CALENDAR	208724	22.39
01-09869	MCLAURY ENGINEERING INC					
		I-2023-21 P.E. #20	602-43340-43338	2ND, 4TH, RAI 2023-21 P.E. #20	208807	7,133.44
				DEPARTMENT 3340 WATER DISTRIBUTION TOTAL:		52,015.62
				FUND 602 WATER TOTAL:		169,755.62

PACKET : 07525 07526 07527
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-2279-6619	604-43200-42660	POSTAGE	POSTAGE 09.16-30.2025	208845	22.88
01-00424	RUNNINGS SUPPLY INC						
		I-2141762	604-43200-42600	SUPPLIES	TUBE	208850	24.99
		I-2143258	604-43200-42650	UNIFORMS	BERG LOGODHOODIE,JACKET,BEANIE	208850	214.97
01-00469	GEOTEK ENGINEERING & TE						
		I-2021-31 P.E. #19	604-43200-43300	NORTH PLANT I	2021-31 P.E. #19	208776	6,837.50
		I-2022-1 P.E. #13A	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #13A	208776	3,857.50
01-00750	FISHER SCIENTIFIC						
		I-4142341	604-43200-42600	SUPPLIES	FIBER FILTERS	208770	382.90
01-01021	JOHN T JONES CONSTRUCTI						
		I-2022-1 P.E. #14	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #14	208791	807,257.51
01-01199	STURDEVANTS AUTO VALUE						
		I-815063840	604-43200-42600	SUPPLIES	OIL FILTERS FOR DOME	208866	5.74
01-01457	MIDWEST FIRE & SAFETY						
		I-30014360	604-43200-42600	SUPPLIES	ANNUAL FIRE EXTINGUISHER SERV	208814	730.50
01-01518	VERIZON WIRELESS						
		I-6124712905	604-43200-42800	UTILITIES	ACCT #886931646-00001	208878	39.72
01-02143	HDR ENGINEERING INC						
		I-2021-31 P.E. #46	604-43200-43300	NORTH PLANT I	2021-31 P.E. #46	208780	1,861.40
		I-2022-1 P.E. #33	604-43200-43310	SOUTH PLANT I	2022-1 P.E. #33	208780	84,285.39
01-02480	SPN & ASSOCIATES						
		I-37043	604-43200-43310	SOUTH PLANT I	WWTP IMPROVEMENTS ADD SERV	208864	200.80
01-06077	PYE-BARKER						
		I-IVN00345620	604-43200-42600	SUPPLIES	FIRE MONITORING ANNUAL FEE	208844	540.00
01-08466	CHR SOLUTIONS INC						
		I-771770	604-43200-42660	POSTAGE	JULY 2025 MAILING,BILLING SERV	208740	684.01
		I-771992	604-43200-42660	POSTAGE	AUG 2025 MAILING,BILLING	208740	956.03
01-08884	LIFE TECHNOLOGIES						
		I-87763564	604-43200-42600	SUPPLIES	METER AMMONIA KIT	208800	2,571.00
01-09349	HOWES OIL CO						
		I-364262	604-43200-42610	GAS & FUEL	ON ROAD FUEL	208782	388.41

DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL: 910,861.25

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 604 SEWER
DEPARTMENT: 3250 WASTE WATER COLLECTION BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00081	RINKER MATERIALS						
		I-32139012	604-43250-42600	SUPPLIES	GASKETS,CONNECTORS	208848	784.32
01-00424	RUNNINGS SUPPLY INC						
		I-2141769	604-43250-42600	SUPPLIES	SPRING SNAP,BATTERY	208850	141.76
		I-2143091	604-43250-42600	SUPPLIES	TAPE MEASURE	208850	26.29
01-00786	SOUTH DAKOTA 811						
		I-SD25-02610	604-43250-42200	PROFESSIONAL	SEPT 2025 MESSAGE FEE	208863	145.42
01-01239	BUTLER MACHINERY INC						
		I-13PS0089494	604-43250-42600	SUPPLIES	ELEMENT	208732	554.66
		I-13PS0089495	604-43250-42600	SUPPLIES	PIN,RETAINER,WIDE TIP	208732	299.70
01-01404	MITCHELL IRON & SUPPLY						
		I-87051	604-43250-42600	SUPPLIES	HOOK SLIP SAFETY CLEVIS	208822	63.82
01-01590	MCLEOD'S PRINTING						
		I-86662	604-43250-42600	SUPPLIES	ROLL TOWELS	208808	211.98
		I-86967	604-43250-42910	BILLING OFFIC	UTILITY APPLICATIONS	208808	70.00
01-01700	AAA COLLECTIONS INC						
		I-778209302025	604-43250-42910	BILLING OFFIC	PRE COLLECTION LETTER FEE	208722	48.83
01-01830	NORTHWESTERN ENERGY						
		I-2828568-2.09.25	604-43250-42800	UTILITIES	5709 ISLAND CT	208832	34.57
		I-3907866-2.09.25	604-43250-42800	UTILITIES	1040 N HARMON DR LIFT	208832	144.25
01-02551	DAKOTA RIGGERS & TOOL S						
		I-3040836	604-43250-42600	SUPPLIES	HARNESSES	208757	993.52
01-08466	CHR SOLUTIONS INC						
		I-771770	604-43250-42910	BILLING OFFIC	JULY 2025 MAILING,BILLING SERV	208740	442.53
		I-771992	604-43250-42910	BILLING OFFIC	AUG 2025 MAILING,BILLING	208740	442.34
01-09349	HOWES OIL CO						
		I-364262	604-43250-42610	GAS	OFF ROAD FUEL	208782	410.67
01-09869	MCLAURY ENGINEERING INC						
		I-2023-21 P.E. #20	604-43250-43343	2ND, 4TH, & R	2023-21 P.E. #20	208807	4,415.94
01-10356	CK BICYCLES & LOCKS LLC						
		I-17479	604-43250-42600	SUPPLIES	KEYS	208744	20.00

DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL: 9,250.60

FUND 604 SEWER TOTAL: 920,111.85

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3220 RECYCLING PROGRAM BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANTS AUTO VALUE					
		I-815063480	612-43220-42500	REPAIR & MAIN AIR FRAM,AIR DOMESTIC,FILTERS	208866	124.38
	PROJ: L4C-42500	198		REPAIR MAINTENANCE		
01-09891	MILLENNIUM RECYCLING					
		I-1309425	612-43220-42200	CONTRACT-MILL SEPT 2025 SINGLE STREAM FEE	208817	2,234.40
				DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	2,358.78

PACKET : 07525 07526 07527
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
01-00356	QUALIFIED PRESORT SERVI						
		I-2279-6619	612-43230-42660	POSTAGE	POSTAGE 09.16-30.2025	208845	22.88
01-00424	RUNNINGS SUPPLY INC						
		I-2142643	612-43230-42600	SUPPLIES	FUEL HOSE SWIVEL	208850	36.99
		I-2143138	612-43230-42600	SUPPLIES	COUPLING PIPE BRASS	208850	16.99
01-01199	STURDEVANTS AUTO VALUE						
		I-815063481	612-43230-42500	REPAIRS	GREASE SEALS,OIL FLEET,AIR FLE	208866	196.55
	PROJ: L98-42500	175		REPAIR MAINTENANCE			
		I-815063481	612-43230-42500	REPAIRS	GREASE SEALS,OIL FLEET,AIR FLE	208866	162.74
	PROJ: L4A-42500	951		REPAIR MAINTENANCE			
		I-815063481	612-43230-42500	REPAIRS	GREASE SEALS,OIL FLEET,AIR FLE	208866	44.63
	PROJ: L3A-42500	950		REPAIR MAINTENANCE			
		I-815063481	612-43230-42500	REPAIRS	GREASE SEALS,OIL FLEET,AIR FLE	208866	44.63
	PROJ: L97-42500	173		REPAIR MAINTENANCE			
01-01590	MCLEOD'S PRINTING						
		I-86967	612-43230-42910	BILLING OFFIC	UTILITY APPLICATIONS	208808	70.00
01-01700	AAA COLLECTIONS INC						
		I-778209302025	612-43230-42910	BILLING OFFIC	PRE COLLECTION LETTER FEE	208722	47.83
01-08466	CHR SOLUTIONS INC						
		I-771770	612-43230-42660	POSTAGE	JULY 2025 MAILING,BILLING SERV	208740	684.01
		I-771770	612-43230-42910	BILLING OFFIC	JULY 2025 MAILING,BILLING SERV	208740	442.53
		I-771992	612-43230-42660	POSTAGE	AUG 2025 MAILING,BILLING	208740	956.03
		I-771992	612-43230-42910	BILLING OFFIC	AUG 2025 MAILING,BILLING	208740	442.34
01-09349	HOWES OIL CO						
		I-364262	612-43230-42610	GAS & OIL	ON ROAD FUEL	208782	4,541.53
				DEPARTMENT 3230	WASTE COLLECTION	TOTAL:	7,709.68

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 612 SANITATION
DEPARTMENT: 3240 LANDFILL BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2139066	612-43240-42600	SUPPLIES HILLMAN BULK BIN	208850	5.96
	PROJ: L9A-42600 182			SUPPLIES MATERIALS		
01-00712	NAPA CENTRAL					
		I-820131	612-43240-42500	REPAIR AND MA MEASURING CONTAINER	208828	86.73
	PROJ: L9A-42500 182			REPAIR MAINTENANCE		
01-01117	FLEETPRIDE					
		I-129059844	612-43240-42600	SUPPLIES EXT LIFE RED NOAT ANTRIFREEZE	208771	112.41
	PROJ: L9A-42600 182			SUPPLIES MATERIALS		
01-01199	STURDEVANTS AUTO VALUE					
		I-815063473	612-43240-42600	SUPPLIES OIL FILTERS,AIR,OIL,FUEL PUMP	208866	5.97
	PROJ: L1C-42600 195			SUPPLIES MATERIALS		
		I-815063473	612-43240-42600	SUPPLIES OIL FILTERS,AIR,OIL,FUEL PUMP	208866	35.12
	PROJ: L3B-42600 187			SUPPLIES MATERIALS		
		I-815063473	612-43240-42600	SUPPLIES OIL FILTERS,AIR,OIL,FUEL PUMP	208866	90.62
	PROJ: L8A-42600 181			SUPPLIES MATERIALS		
		I-815063473	612-43240-42600	SUPPLIES OIL FILTERS,AIR,OIL,FUEL PUMP	208866	28.26
	PROJ: L1B-42600 185			SUPPLIES MATERIALS		
01-02017	DAVISON RURAL WATER SYS					
		I-5095.10.25	612-43240-42800	UTILITIES SEPT 2025 WATER USAGE	208761	68.45
01-02676	JAMES ZARD					
		I-10102025	612-43240-42650	UNIFORMS LOGOD SAFETY SHIRTS REIMBRSD	208881	230.80
01-02939	DEPARTMENT OF AGRICULTU					
		I-10202025	612-43240-42200	PROF FEES & S SEPT 2025 SOLID WASTE SURCHARG	208762	3,095.50
01-04046	CAROLINA SOFTWARE, INC.					
		I-95955	612-43240-42500	REPAIR AND MA WASTEWORKS SOFTWARE SUPPORT	208735	500.00
01-09349	HOWES OIL CO					
		I-364262	612-43240-42610	GAS & OIL OFF ROAD FUEL	208782	2,448.74
		I-364262	612-43240-42610	GAS & OIL ON ROAD FUEL	208782	1,059.29

DEPARTMENT 3240 LANDFILL TOTAL: 7,767.85

FUND 612 SANITATION TOTAL: 17,836.31

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 613 CORN PALACE
DEPARTMENT: 5650 CORN PALACE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-6619	613-45650-42660	SHIPPING/POST POSTAGE 09.16-30.2025	208845	0.78
01-00532	A-OX WELDING SUPPLY CO					
		I-0000335576	613-45650-42610	COST OF GOODS CO2 CYLINDER FILL	208721	30.45
		I-0001474870	613-45650-42610	COST OF GOODS CARBON DIOXIDE	208721	78.53
		I-0001479151	613-45650-42610	COST OF GOODS CARBON DIOXIDE	208721	136.56
		I-0001480334	613-45650-42610	COST OF GOODS SERVICE CHARGE	208721	12.50
01-01075	JOHNSON CONTROLS					
		I-1-136234563953	613-45650-42500	REPAIRS & MAI BOILER GAS VALVE ACTUATOR	208792	2,346.00
01-01497	GRAINGER					
		I-9661934886	613-45650-42600	SUPPLIES & MA BROKEN LIGHT BULB REMOVER	208777	41.00
01-01830	NORTHWESTERN ENERGY					
		I-3219913-5.08.25	613-45650-42850	CP PLAZA UTIL 617 N MAIN	208832	12.00
		I-3458684-2.09.25	613-45650-42850	CP PLAZA UTIL 6TH AVE PARK	208832	63.61
01-02679	MENARD'S INC					
		I-92140A	613-45650-42600	SUPPLIES & MA BUNGEE ASST SIZES,CABLE TIES	208809	30.85
		I-92172	613-45650-42600	SUPPLIES & MA LOCKPIN,WIRE LOCK	208809	37.81
01-02790	SUN GOLD SPORTS LLC					
		I-34626	613-45650-42650	UNIFORMS HANSON LOGOD SHIRTS	208869	100.00
01-02811	JONES SUPPLIES					
		I-154048	613-45650-42600	SUPPLIES & MA MULTI PURPOSE CLEANER	208793	74.53
		I-154079	613-45650-42600	SUPPLIES & MA T-TISSUE,ROLL TOWEL,SOAP,LINER	208793	494.86
01-03700	CORE-MARK US LLC					
		I-2362038	613-45650-42610	COST OF GOODS CANDY,CORNNUTS,HAMBURGERS	208753	2,067.74
		I-2362039-700	613-45650-42610	COST OF GOODS POPCORN SALT,OIL,DOG TREATS	208753	637.75
01-04165	C & D PEDAL PULLS, INC.					
		I-09012025	613-45650-42502	CONTRACT SERV 2025 STATE PEDAL PULL	208734	1,650.00
01-05892	GAYLEN'S GOURMET POPCOR					
		I-2049	613-45650-42610	COST OF GOODS CARAMEL POPCORNS	208775	741.60
01-06750	MITCHELL TELECOM					
		I-11114426	613-45650-42800	UTILITIES ACCT #00223662-2	208824	0.03
		I-11116045	613-45650-42800	UTILITIES ACCT #00239559-9	208824	94.95
01-08237	COMBINED BUILDING SPECI					
		I-2025-18A P.E. #2	613-45650-43460	SEATING REPLA 2025-18A P.E. #2	208749	36,065.00
01-08298	DETCO					
		I-INV7018	613-45650-42600	SUPPLIES & MA ODOR ENDS	208763	588.76

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 613 CORN PALACE
DEPARTMENT: 5650 CORN PALACE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09557	BRETT LOWRIE					
		I-10142025	613-45650-42502	CONTRACT SERV 2025 1ST & 2ND PYMNT CORN/RYE	208803	40,000.00
		I-101425	613-45650-42502	CONTRACT SERV 2025 3RD PYMNT CORN/RYE	208803	20,000.00
				DEPARTMENT 5650 CORN PALACE TOTAL:		105,305.31
				FUND 613 CORN PALACE TOTAL:		105,305.31

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 614 GOLF COURSE
DEPARTMENT: 5250 GOLF COURSE BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS						
		I-6124712905	614-45250-42800	UTILITIES	ACCT #886931646-00001	208878	39.72
01-01590	MCLEOD'S PRINTING						
		I-87042	614-45250-42300	PUBLISHING	MHS COUPON BOOKS	208808	185.00
01-02051	MIDCONTINENT COMMUNICAT						
		I-02630670215000	614-45250-42800	UTILITIES	ACCT #026306702	208812	105.39
01-02624	SD PUBLIC ASSURANCE ALL						
		I-31856-4221	614-45250-42100	INSURANCE	ADDITIONAL PROPERTY COVERAGE	208859	218.74
01-02679	MENARD'S INC						
		I-94000	614-45250-42600	SUPPLIES & MA	EXIT LIGHT,SOLAR FLAG LIGHT	208809	36.96
01-09696	UPPER MIDWEST GARAGE DO						
		I-72202	614-45250-42500	REPAIR & MAIN	SHOP DOOR REPAIR,REPLACEMENT	208877	1,374.29

DEPARTMENT 5250 GOLF COURSE TOTAL: 1,960.10

FUND 614 GOLF COURSE TOTAL: 1,960.10

PACKET : 07525 07526 07527
VENDOR SET: Mult
FUND : 619 CAMPGROUND
DEPARTMENT: 5220 CAMPGROUND BANK: Multi
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00712	NAPA CENTRAL					
		I-820339	619-45220-42500	REPAIR & MAIN LAB GRIND VAL	208828	74.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815063477	619-45220-42500	REPAIR & MAIN REG 25 AMP	208866	180.43
		I-815063479	619-45220-42500	REPAIR & MAIN STANDARD HALOGEN	208866	10.99
		I-815063836	619-45220-42500	REPAIR & MAIN BELT,WATER PUMP,FHP HORSEPWR	208866	384.55
01-01830	NORTHWESTERN ENERGY					
		I-3394102-2.09.25	619-45220-42800	UTILITIES 2601 N MAIN ST	208832	1,616.53
		I-3394130-3.09.25	619-45220-42800	UTILITIES 2601 N MAIN ST TRLR	208832	111.38
		I-3988458-0.09.25	619-45220-42800	UTILITIES 2601 N MAIN ST SHWR	208832	15.39
01-02679	MENARD'S INC					
		I-93890	619-45220-42600	SUPPLIES RED MULCH,MARKING FLAG	208809	26.97
01-02804	TMA STORES					
		I-111429	619-45220-42500	REPAIR & MAIN LOOSE FLAT REPAIR	208874	15.59
01-03488	FLOWBIRD AMERICA INC					
		I-AI003369	619-45220-42620	COMPUTER SOFT ALARM MONITORING	208772	71.00
01-06750	MITCHELL TELECOM					
		I-11116794	619-45220-42800	UTILITIES ACCT #00028238-4	208824	77.95
01-09665	CITY OF MITCHELL					
		I-10012025	619-45220-42935	BID TAX SEPT 2025 HOTEL TAX	208743	476.00

DEPARTMENT 5220 CAMPGROUND TOTAL: 3,060.78

FUND 619 CAMPGROUND TOTAL: 3,060.78

PACKET : 07525 07526 07527
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
01-00532	A-OX WELDING SUPPLY CO						
		I-0000335540	621-44600-42600	SUPPLIES	O2 CYLINDER FILL	208721	52.28
		I-0001479155	621-44600-42600	SUPPLIES	O2 CYLINDER FILLS	208721	262.23
01-01518	VERIZON WIRELESS						
		I-6124712905	621-44600-42800	UTILITIES	ACCT #886931646-00001	208878	102.40
01-02804	TMA STORES						
		I-111797	621-44600-42530	REPAIR & MAIN	FLAT TIRE REPAIR	208874	28.17
01-08978	BUHL'S DRYCLEANERS & LI						
		I-104649	621-44600-42500	REPAIRS & MAI	LAUNDRY SERVICE	208731	17.50
01-09349	HOWES OIL CO						
		I-364262	621-44600-42610	GAS & OIL	ON ROAD FUEL	208782	77.12
01-09703	AMAZON CAPITAL SERVICES						
		I-1XQL-441C-4XXN	621-44600-42530	REPAIR & MAIN	LIGHT BULBS	208724	51.50
01-09962	QUICK MED CLAIMS						
		I-QINV00438	621-44600-42250	CONTRACT-QMC	SEPT 2025 MONTHLY CONTRACT	208847	1,741.76

DEPARTMENT 4600 EMS TOTAL: 2,332.96

FUND 621 EMERGENCY MEDICAL SERVICETOTAL: 2,332.96

REPORT GRAND TOTAL: 1,629,063.03

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
2025-2026	101-41110-42300	LEGAL PUBLICATIONS	184.02	13,000	787.74				
	101-41220-42700	TRAVEL, CONF, DUES	816.10	5,500	2,843.62				
	101-41220-42800	UTILITIES-TELEPHONE	0.20	250	99.77				
	101-41410-42610	WEST GROUP LAW DATABASE	1,314.00	15,000	6,109.08				
	101-41410-42810	UTILITIES-TELEPHONE	0.05	100	93.21				
	101-41420-42200	PROFESSIONAL SERVICES	27,320.00	57,250	1,180.77				
	101-41420-42600	SUPPLIES & MATERIALS	71.51	6,120	3,948.00				
	101-41420-42800	UTILITIES - TELEPHONE	4.88	260	92.71				
	101-41440-42210	PROFESSIONAL SERVICES	308.00	12,338	7,886.55				
	101-41440-42230	EMPLOYEE ASSISTANCE & TRAI	2,581.56	12,100	2,122.42				
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	679.00	45,851	13,813.40				
	101-41440-42600	SUPPLIES & MATERIALS	18.85	3,500	1,281.63				
	101-41440-42800	UTILITIES	0.57	250	97.39				
	101-41460-42110	LIABILITY, PROPERTY INS &	3,665.32	227,260	33,937.28-	Y			
	101-41920-42520	REPAIR-CITY HALL	66.84	4,500	1,691.43				
	101-41920-42800	UTILITIES - TELEPHONE	2,272.19	360	6,829.55-	Y			
	101-41920-42810	UTILITIES-STORAGE BLDG	273.87	2,400	330.93				
	101-41935-42250	MANAGED PRINT SERVICES	4,694.51	59,000	16,596.42				
	101-41935-42615	POSTAGE	283.56	7,500	1,782.42				
	101-41935-42640	COPY MACHINE SUPPLIES	174.48	2,700	460.78				
	101-41935-42850	UTILITIES/TELEPHONE	2,504.08	16,690	8,480.01-	Y			
	101-42110-42200	PROFESSIONAL SERVICES	206.27	9,800	2,508.48				
	101-42110-42500	REPAIR & MAINTENANCE	621.04	11,970	5,490.88-	Y			
	101-42110-42600	SUPPLIES	725.19	31,019	685.16				
	101-42110-42610	GAS OIL TIRES	196.05	65,000	26,303.68				
	101-42110-42640	UNIFORM ALLOWANCE	182.99	7,000	1,759.02				
	101-42110-42700	TRAVEL, CONF & DUES	280.00	17,000	8,832.98				
	101-42110-42800	TELEPHONE	24.51	14,500	3,790.52				
	101-42110-42810	UTILITIES	1,393.01	7,150	547.06				
	101-42110-42980	VEHICLE TOWING	45.00	5,500	4,360.00				
	101-42110-43400	MACHINERY AND EQUIPMENT	554.00	280,246	17,320.44				
	101-42130-42520	EMERGENCY SIREN UTILITIES	59.16	2,900	350.22				
	101-42130-42535	LIGHT MAINTENANCE	64.53	27,000	15,766.48				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	764.68	38,000	9,540.72				
	101-42130-42820	TELEPHONE	79.73	1,200	32.43				
	101-42130-42835	UTILITIES-STREET LIGHTS	21,366.34	305,000	78,522.01				
	101-42130-43343	7TH & 1ST INTER SIGNAL LIG	534.18	880,095	810,865.19				
	101-42200-42500	REPAIR & MAINTENANCE	2.99	17,650	7,987.48-	Y			
	101-42200-42600	SUPPLIES	60.30	24,950	4,022.30				
	101-42200-42610	GAS & OIL	610.45	11,150	4,471.46				
	101-42200-42641	PROTECTIVE CLOTHING	221.70	44,925	14,754.09				
	101-42200-42800	TELEPHONE	4.69	2,500	952.37				
	101-42200-42810	UTILITIES	88.91	44,000	8,443.31				
	101-43100-42500	REPAIRS	4,816.55	150,000	83,264.23				
	101-43100-42600	SUPPLIES	4,088.50	20,000	76,280.97-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	101-43100-42610	GAS	7,952.41	87,000	40,958.32				
	101-43100-42620	ASPHALT MIX	6,710.89	100,000	33,994.73				
	101-43100-42650	UNIFORMS	68.40	3,750	2,078.47				
	101-43100-42800	UTILITIES	3.35	15,000	4,490.91				
	101-43110-42600	SUPPLIES	28.34	4,200	1,412.77-	Y			
	101-43110-42750	PLANNING COMMISSION EXPENS	71.92	1,200	274.03				
	101-43110-42800	UTILITIES	91.01	2,000	383.63				
	101-43110-42916	NUISANCE ABATEMENT	5.31	15,000	9,356.90				
	101-43120-42200	PROF SERVICES-DESIGN	15,568.75	79,000	23,082.40				
	101-43120-42521	SIDEWALK CONSTRUCT	2,367.35	75,000	48,883.37				
	101-43120-43300	STREET OVERLAY MAINT	13,247.80	1,635,250	942,959.82				
	101-43120-43305	BIKE PATH CONSTRUCTION	25,940.13	155,000	129,059.87				
	101-43150-43343	2ND, 4TH, & RAILROAD	9,171.57	425,034	107,823.17				
	101-43700-42600	SUPPLIES & MATERIALS	351.82	16,000	2,795.48				
	101-43700-42800	UTILITIES	65.32	5,500	1,623.56				
	101-44110-42940	DAKOTA COUNSELING	3,250.00	13,000	0.00				
	101-44110-42950	SAFE PLACE OF EASTERN SD	5,000.00	20,000	0.00				
	101-44120-42800	UTILITIES-POUND	60.30	2,400	474.76				
	101-44120-42900	IMPOUNDING DOGS	900.00	15,300	3,479.67				
	101-45000-42910	AREA COMMUNITY THEATRE	10,625.00	42,500	0.00				
	101-45000-42925	CASA	1,250.00	5,000	0.00				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	2,104.23	19,350	4,754.62				
	101-45500-42700	TRAVEL, CONF & DUES	280.47	1,350	195.86				
	101-45500-42800	UTILITIES	78.95	43,375	9,797.18				
	101-45500-43400	FURNITURE & EQUIPMENT	28,800.79	35,000	6,199.21				
	101-45500-43420	BOOKS	2,642.89	47,000	8,791.73				
	101-45500-43421	AUDIO-VISUAL	253.52	4,000	2,027.78				
	101-46500-42900	MITCHELL AREA DEVELOPMENT	45,500.00	182,000	0.00				
	101-46500-42911	REGIONAL ECON DEVELOPMENT	6,250.00	25,000	0.00				
	101-46500-42918	MITCHELL MAIN ST & BEYOND	11,250.00	45,000	0.00				
	101-46500-43100	PROPERTY ACQUISITION	1,216.40	1,000,000	8,392.21-	Y			
	201-45110-42250	PROGRAMMING SERVICES	3,622.12	16,000	4,904.78				
	201-45110-42500	REPAIR & MAINTENANCE	319.44	9,000	1,945.85				
	201-45110-42600	SUPPLIES & MATERIALS	175.96	10,000	2,885.30				
	201-45110-42800	UTILITIES	1.44	400	104.24				
	201-45110-42850	UTILITIES-AQUATICS	389.52	84,000	58,924.95				
	201-45140-42300	PUBLISHING	2,977.50	46,500	12,215.50				
	201-45140-42600	SUPPLIES & MATERIALS	1,308.20	35,027	5,368.66				
	201-45140-42601	CONCESSION SUPPLIES	219.50	15,000	4,755.40				
	201-45140-42650	UNIFORMS	122.85	1,250	308.12				
	201-45140-42800	UTILITIES	1,485.84	159,440	19,290.63				
	201-45160-42500	REPAIR & MAINTENANCE	2,417.14	98,284	15,992.48				
	201-45160-42600	SUPPLIES & MATERIALS	1,105.27	68,128	7,260.92				
	201-45160-42610	GAS & FUEL	1,089.05	15,000	5,440.11				
	201-45160-42800	UTILITIES	39.72	156,420	51,365.25				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	201-45210-42300	PUBLISHING	0.78	0	5.21-	Y			
	201-45210-42500	REPAIR & MAINTENANCE	250.96	94,242	9,327.35				
	201-45210-42600	SUPPLIES & MATERIALS	4,812.00	96,851	7,651.02				
	201-45210-42800	UTILITIES	1,191.74	79,200	29,202.45				
	201-45210-42850	UTILITIES-VETERAN'S PARK	63.94	5,625	916.68-	Y			
	201-45220-42100	INSURANCE	13.08	103,628	30,709.51-	Y			
	201-45220-42700	TRAVEL, CONF. & DUES	547.62	2,675	1,223.97				
	201-45220-42800	UTILITIES	40.83	640	221.28				
	203-45220-42550	TESTING	1,294.54	6,400	324.71-	Y			
	203-45220-43300	LAKE IMPROVEMENTS	13,610.35	27,110,360	24,982,405.03				
	211-46311-42960	CONV VISITORS BUR	21,875.00	262,500	43,750.00				
	213-46311-42900	PROJECT IMPROVEMENTS-GRANT	8,800.00	30,000	457.00				
	214-43500-42200	PROFESSIONAL SERVICES	9.74	1,490	1,282.98				
	214-43500-42800	UTILITIES - TELEPHONE	130.07	2,102	455.10				
	218-45150-42500	REPAIR AND MAINTENANCE	523.23	9,500	3,165.77				
	218-45150-42610	GAS OIL TIRES	3,363.00	100,000	45,090.01				
	218-45150-42800	UTILITIES	3.45	1,565	671.94				
	218-45150-43411	COMPUTER HARDWARE	490.00	0	1,760.00-	Y			
	218-45180-42600	SUPPLIES & MATERIALS	94.98	5,900	2,243.27				
	218-45180-42800	UTILITIES	1,722.48	32,302	13,442.91				
	219-45140-42911	CONTRACT SERVICES-MEALS	9,428.30	211,490	61,994.39				
	230-43500-42500	REPAIR & MAINTENANCE	12.30	10,000	3,583.35-	Y			
	230-43500-42520	SNOW REMOVAL CONTRACT	10,000.00	85,000	40,000.00				
	230-43500-42610	GAS & OIL	515.54	5,700	1,968.70				
	230-43500-42800	UTILITIES	1,277.11	19,500	3,541.20				
	230-43500-43205	HANGAR	3,420.81	1,721,129	1,695,801.71				
	230-43500-43320	AIP-RECONSTRUCT RUNWAY	24,603.42	319,600	218,110.92				
	602-43330-42600	SUPPLIES & MATERIALS	221.31	18,000	10,593.58-	Y			
	602-43330-42610	GAS & FUEL	213.77	3,000	1,067.24-	Y			
	602-43330-42800	UTILITIES	2,835.56	200,000	109,647.76				
	602-43330-42850	B-Y WATER CHARGES	114,469.36	975,000	105,890.53				
	602-43340-42200	LOCATES	145.43	2,000	756.25				
	602-43340-42225	PROFESSIONAL SERVICES	509.00	355,000	178,498.73				
	602-43340-42500	REPAIR & MAINTENANCE	28.17	18,500	16,026.15				
	602-43340-42600	SUPPLIES & MATERIALS	41,503.57	125,000	92,750.69-	Y			
	602-43340-42660	POSTAGE	1,692.80	10,000	1,644.02				
	602-43340-42910	BILLING OFFICE	1,003.21	10,700	34,628.49-	Y			
	602-43340-43338	2ND, 4TH, RAILROAD, & MAIN	7,133.44	250,000	25,812.50				
	604-43200-42600	SUPPLIES	4,255.13	25,000	14,020.95-	Y			
	604-43200-42610	GAS & FUEL	388.41	10,000	4,518.54				
	604-43200-42650	UNIFORMS	214.97	1,750	657.21				
	604-43200-42660	POSTAGE	1,662.92	9,000	821.32				
	604-43200-42800	UTILITIES	39.72	215,000	31,037.27				
	604-43200-43300	NORTH PLANT IMPROVEMENTS	8,698.90	2,430,601	2,389,722.10				
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	895,601.20	23,130,800	11,262,318.60				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	604-43250-42200	PROFESSIONAL SERVICES	145.42	300,000	149,971.91				
	604-43250-42600	SUPPLIES	3,096.05	50,000	2,459.67-	Y			
	604-43250-42610	GAS	410.67	6,000	3,317.83				
	604-43250-42800	UTILITIES	178.82	50,000	9,047.28				
	604-43250-42910	BILLING OFFICE	1,003.70	8,000	37,328.99-	Y			
	604-43250-43343	2ND, 4TH, & RAILROAD	4,415.94	278,782	78,964.76				
	612-43220-42200	CONTRACT-MILLENNIUM	2,234.40	30,000	14,957.86				
	612-43220-42500	REPAIR & MAINTENANCE	124.38	10,000	2,903.09-	Y			
	612-43230-42500	REPAIRS	448.55	15,000	13,745.25-	Y			
	612-43230-42600	SUPPLIES	53.98	42,000	14,881.25				
	612-43230-42610	GAS & OIL	4,541.53	60,000	31,946.68				
	612-43230-42660	POSTAGE	1,662.92	8,000	749.40				
	612-43230-42910	BILLING OFFICE	1,002.70	8,000	37,328.00-	Y			
	612-43240-42200	PROF FEES & SERVICES	3,095.50	0	9,749.70-	Y			
	612-43240-42500	REPAIR AND MAINTENANCE	586.73	32,000	7,176.38				
	612-43240-42600	SUPPLIES	278.34	60,000	3,956.62-	Y			
	612-43240-42610	GAS & OIL	3,508.03	110,000	63,547.88				
	612-43240-42650	UNIFORMS	230.80	1,000	709.20				
	612-43240-42800	UTILITIES	68.45	13,000	2,517.38				
	613-45650-42500	REPAIRS & MAINTENANCE	2,346.00	0	54,799.00-	Y			
	613-45650-42502	CONTRACT SERVICES	61,650.00	0	70,966.79-	Y			
	613-45650-42600	SUPPLIES & MATERIALS	1,267.81	0	47,677.64-	Y			
	613-45650-42610	COST OF GOODS SOLD	3,705.13	0	155,352.27-	Y			
	613-45650-42650	UNIFORMS	100.00	0	1,310.82-	Y			
	613-45650-42660	SHIPPING/POSTAGE	0.78	0	1,317.63-	Y			
	613-45650-42800	UTILITIES	94.98	0	66,825.00-	Y			
	613-45650-42850	CP PLAZA UTILITIES	75.61	0	1,540.03-	Y			
	613-45650-43460	SEATING REPLACEMENT	36,065.00	650,000	118,035.28				
	614-45250-42100	INSURANCE	218.74	12,000	1,251.20-	Y			
	614-45250-42300	PUBLISHING	185.00	2,000	175.30-	Y			
	614-45250-42500	REPAIR & MAINTENANCE	1,374.29	12,000	4,656.46				
	614-45250-42600	SUPPLIES & MATERIALS	36.96	25,000	381.44				
	614-45250-42800	UTILITIES	145.11	20,180	1,958.16				
	619-45220-42500	REPAIR & MAINTENANCE	665.56	8,000	2,098.96				
	619-45220-42600	SUPPLIES	26.97	2,500	247.80				
	619-45220-42620	COMPUTER SOFTWARE	71.00	4,144	1,856.01-	Y			
	619-45220-42800	UTILITIES	1,821.25	21,150	6,900.07				
	619-45220-42935	BID TAX	476.00	3,800	348.00-	Y			
	621-44600-42250	CONTRACT-QMC	1,741.76	54,000	15,751.27				
	621-44600-42500	REPAIRS & MAINTENANCE	17.50	1,500	673.43				
	621-44600-42530	REPAIR & MAINT-VEHICLE	79.67	8,500	7,706.18				
	621-44600-42600	SUPPLIES	314.51	30,400	13,288.79				
	621-44600-42610	GAS & OIL	77.12	13,775	7,320.70				
	621-44600-42800	UTILITIES	102.40	3,200	792.29				
	** 2025-2026 YEAR TOTALS **		1,629,063.03						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	184.02
101-1220	CITY ADMINISTRATOR	816.30
101-1410	ATTORNEY'S OFFICE	1,314.05
101-1420	FINANCE	27,396.39
101-1440	HUMAN RESOURCES	3,587.98
101-1460	INSURANCE & BONDS	3,665.32
101-1920	MUNICIPAL BUILDINGS	2,612.90
101-1935	INFORMATION TECHNOLOGY	7,656.63
101-2110	POLICE DEPARTMENT	4,228.06
101-2130	TRAFFIC DEPARTMENT	22,868.62
101-2200	FIRE DEPARTMENT	989.04
101-3100	STREET DEPARTMENT	23,640.10
101-3110	PUBLIC WORKS ADMIN	196.58
101-3120	STREET & SIDEWALK CONST	57,124.03
101-3150	STORM DRAINAGE	9,171.57
101-3700	CEMETERY	417.14
101-4110	HEALTH & WELFARE	8,250.00
101-4120	ANIMAL CONTROL	960.30
101-5000	CULTURE & RECREATION	11,875.00
101-5500	LIBRARY	34,160.85
101-6500	ECONOMIC DEVELOPMENT	64,216.40
101 TOTAL	GENERAL	285,331.28
201-5110	RECREATION & AQUATICS	4,508.48
201-5140	RECREATION CENTER	6,113.89
201-5160	SPORTS COMPLEXES	4,651.18
201-5210	PARKS	6,319.42
201-5220	SUPERVISION	601.53
201 TOTAL	PARK FUND	22,194.50
203-5220	LAKE	14,904.89
203 TOTAL	LAKE MITCHELL	14,904.89
211-6311	ENTERTAINMENT TAX	21,875.00
211 TOTAL	ENTERTAINMENT TAX	21,875.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
213-6311	BUSINESS IMPROV DIST #3	8,800.00
213 TOTAL	BUSINESS IMPROV DIST #3	8,800.00
214-3500	E-911	139.81
214 TOTAL	E-911 EMERGENCY	139.81
218-5150	PALACE TRANSIT	4,379.68
218-5180	JVCC	1,817.46
218 TOTAL	COMMUNITY SERVICES	6,197.14
219-5140	NUTRITION	9,428.30
219 TOTAL	NUTRITION	9,428.30
230-3500	AIRPORT	39,829.18
230 TOTAL	AIRPORT	39,829.18
602-3330	WATER TREATMENT PLANT	117,740.00
602-3340	WATER DISTRIBUTION	52,015.62
602 TOTAL	WATER	169,755.62
604-3200	WASTE WATER TREATMENT	910,861.25
604-3250	WASTE WATER COLLECTION	9,250.60
604 TOTAL	SEWER	920,111.85
612-3220	RECYCLING PROGRAM	2,358.78
612-3230	WASTE COLLECTION	7,709.68
612-3240	LANDFILL	7,767.85
612 TOTAL	SANITATION	17,836.31

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
613-5650	CORN PALACE	105,305.31
613 TOTAL	CORN PALACE	105,305.31
614-5250	GOLF COURSE	1,960.10
614 TOTAL	GOLF COURSE	1,960.10
619-5220	CAMPGROUND	3,060.78
619 TOTAL	CAMPGROUND	3,060.78
621-4600	EMS	2,332.96
621 TOTAL	EMERGENCY MEDICAL SERVICE	2,332.96
	** TOTAL **	1,629,063.03

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
E01 5311-FY18/19	MAINT	Maintenance/Repairs	523.23
	OFFUT	Office Utilities	3.45
	RAD	Radio Equipment	490.00
	TIR	Tires	2,643.16
		** PROJECT E01 TOTAL **	3,659.84
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	1,573.71
	42610	GAS-FUEL	145.63
		** PROJECT H01 TOTAL **	1,719.34
H05 SOFTBALL	42500	REPAIR/MAINTENANCE	783.70
	42600	SUPPLIES/MATERIALS	212.51
		** PROJECT H05 TOTAL **	996.21
H06 ARENA-NORTH RINK	42500	REPAIR-MAINTENANCE	59.73
	42600	SUPPLIES-MATERIALS	514.52
		** PROJECT H06 TOTAL **	574.25

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H07 PEPSI COMPLEX	42600	SUPPLIES/MATERIALS	69.00
		** PROJECT H07 TOTAL **	69.00
H13 ARENA-SOUTH RINK	42600	SUPPLIES-MAINTENANCE	309.24
		** PROJECT H13 TOTAL **	309.24
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	39.33
		** PROJECT H50 TOTAL **	39.33
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	1,139.05
	42800	UTILITIES	361.06
		** PROJECT H51 TOTAL **	1,500.11
H55 DRY RUN CREEK PARK	42800	UTILITIES	81.80
		** PROJECT H55 TOTAL **	81.80
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	1,979.09
	42800	UTILITIES	336.13
		** PROJECT H56 TOTAL **	2,315.22
H58 JENNEWEIN PARK	42800	UTILITIES	17.49
		** PROJECT H58 TOTAL **	17.49
H60 NORTHRIDGE PARK	42600	SUPPLIES/MATERIALS	22.99
	42800	UTILITIES	10.36
		** PROJECT H60 TOTAL **	33.35
H61 PIONEER PARK	42800	UTILITIES	21.16
		** PROJECT H61 TOTAL **	21.16
H62 ROTARY PARK	42800	UTILITIES	15.29
		** PROJECT H62 TOTAL **	15.29
H63 VETERANS PARK	42850	UTILITES/VETERANS PARK	63.94
		** PROJECT H63 TOTAL **	63.94
H66 CAMP ARROYA	42500	REPAIR/MAINTENANCE	211.63
	42600	SUPPLIES/MATERIALS	726.77
	42800	UTILITIES	86.68
		** PROJECT H66 TOTAL **	1,025.08

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
H67 DAY CAMP	42600	SUPPLIES/MATERIALS	265.00
	42800	UTILITIES	51.15
		** PROJECT H67 TOTAL **	316.15
H71 KIWANIS WOODLOT	42800	UTILITIES	40.78
		** PROJECT H71 TOTAL **	40.78
H74 PUBLIC BEACH	42800	UTILITIES	71.32
		** PROJECT H74 TOTAL **	71.32
H76 SANDY BEACH	42800	UTILITIES	48.44
		** PROJECT H76 TOTAL **	48.44
H79 LAKE PARK ACCESS AREAS	42800	UTILITIES	10.36
		** PROJECT H79 TOTAL **	10.36
H85 LAKE MITCHELL WATER	42550	TESTING-LAKE MITCHELL	1,294.54
		** PROJECT H85 TOTAL **	1,294.54
H87 PATTON YOUNG	42600	SUPPLIES-MAINTENANCE	679.10
		** PROJECT H87 TOTAL **	679.10
J02 INDOOR AQUATIC CTR	SM-JANIT	SUPPLIES/MATERIALS-JANITORIAL	58.33
		** PROJECT J02 TOTAL **	58.33
J05 REC CTR CONCESSIONS	CONC SUP	CONCESSION SUPPLY	219.50
		** PROJECT J05 TOTAL **	219.50
J06 REC CTR-GENERAL BLDG	SM-BLDG	SUPPLIES/MATERIAL-BLDG	126.64
	SM-EQUIP	SUPPLIES/MATERIAL-EQUIPMENT	6.48
	SM-JANIT	SUPPLIES/MATERIAL-JANITORIAL	615.50
	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	451.25
	SM-PROGR	SUPPLIES/MATERIAL-PROGRAMS	50.00
		** PROJECT J06 TOTAL **	1,249.87
J08 REC CTR PUBLISHING	ICAN	PUBLISHING-ICAN	750.00
	KMIT	PUBLISHING-KMIT	585.00
	MIDCO	PUBLISHING-MIDCO	1,642.50
		** PROJECT J08 TOTAL **	2,977.50

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
J09 REC CTR UTILITIES	ELE/GAS	UTILITIES-ELECTRIC/GAS	1,366.94
	TV	UTILITIES-TV	118.90
		** PROJECT J09 TOTAL **	1,485.84
J10 REC CTR UNIFORMS	SHAWN	UNIFORMS-SHAWN	122.85
		** PROJECT J10 TOTAL **	122.85
J50 OUTDOOR AQUATIC CENTER	ELE/GAS	UTILITIES-ELECTRIC/GAS	389.52
	RM-GENER	REPAIR/MAINT-GENERAL	19.44
	RM-HVAC	REPAIR-MAINT-HVAC	300.00
		** PROJECT J50 TOTAL **	708.96
J51 P&A YOUTH PROGRAMS	SM-PROGR	SUPPLIES/MATERIAL-PROGRAMS	1,380.89
		** PROJECT J51 TOTAL **	1,380.89
J53 P&A SPECIAL EVENTS	SM-OFFIC	SUPPLIES/MATERIAL-OFFICE	25.00
		** PROJECT J53 TOTAL **	25.00
L01 101	42500	REPAIR MAINTENANCE	107.39
	42600	SUPPLIES/MATERIALS	1,232.00
		** PROJECT L01 TOTAL **	1,339.39
L10 106	42500	REPAIR MAINTENANCE	3,777.30
		** PROJECT L10 TOTAL **	3,777.30
L12 109	42500	REPAIR MAINTENANCE	218.85
		** PROJECT L12 TOTAL **	218.85
L15 115	42600	SUPPLIES MATERIALS	430.00
		** PROJECT L15 TOTAL **	430.00
L1B 185	42600	SUPPLIES MATERIALS	28.26
		** PROJECT L1B TOTAL **	28.26
L1C 195	42600	SUPPLIES MATERIALS	5.97
		** PROJECT L1C TOTAL **	5.97
L24 125	42500	REPAIRS MAINTENANCE	549.25
		** PROJECT L24 TOTAL **	549.25

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		AMOUNT
L25 127	42500	REPAIRS MAINTENANCE	19.46
		** PROJECT L25 TOTAL **	19.46
L3A 950	42500	REPAIR MAINTENANCE	44.63
		** PROJECT L3A TOTAL **	44.63
L3B 187	42600	SUPPLIES MATERIALS	35.12
		** PROJECT L3B TOTAL **	35.12
L47 148	42600	SUPPLIES MATERIALS	162.05
		** PROJECT L47 TOTAL **	162.05
L4A 951	42500	REPAIR MAINTENANCE	162.74
		** PROJECT L4A TOTAL **	162.74
L4C 198	42500	REPAIR MAINTENANCE	124.38
		** PROJECT L4C TOTAL **	124.38
L57 161	42500	REPAIR MAINTENANCE	46.33
		** PROJECT L57 TOTAL **	46.33
L61 165	42500	REPAIR MAINTENANCE	88.99
		** PROJECT L61 TOTAL **	88.99
L6D 508	42500	REPAIR MAINTENANCE	8.98
		** PROJECT L6D TOTAL **	8.98
L8A 181	42600	SUPPLIES MATERIALS	90.62
		** PROJECT L8A TOTAL **	90.62
L97 173	42500	REPAIR MAINTENANCE	44.63
		** PROJECT L97 TOTAL **	44.63
L98 175	42500	REPAIR MAINTENANCE	196.55
		** PROJECT L98 TOTAL **	196.55
L9A 182	42500	REPAIR MAINTENANCE	86.73
	42600	SUPPLIES MATERIALS	118.37
		** PROJECT L9A TOTAL **	205.10

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:	October 20, 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 Mark Van Den Hoek-Variance Permit		
Explanation/Background of Agenda Item Requested:	Mark Van Den Hoek has applied for a Variance Permit for accessory building combination of 3,470 square feet vs 2,000 square feet to build a new accessory building of 1,920 square feet. This is located at 3220 N Main St, legally described as the 400' E of Highway in Irregular Tract 4 in the NW ¼ of Section 10, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned R3 Medium Density Residential District. Planning Commission motioned to recommended approval. All present voting aye; motion carried. See Planning Commission Unsigned Minutes from 10-14-2025.		

City of Mitchell
SOUTH DAKOTA

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.
Sq, Ft.
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.

Variance *$150 application fee due with application.*

- Description of Variance:

Existing 1550 Square Feet of Garage/Storage-Requesting addl. 1920 Sq feet

- Description of Hardship:

- Additional storage needed for Recreational Vehicles and Lawn and Turf Equipment

This Application is for the following described real property:

Legal Description-: 400 FEET EAST OF HIGHWAY IN IRREG. TRACT 4 IN THE NW 1/4 10-103-60 PLATTED VARIOUS
Property Address-3220 North Main Street, Mitchell, SD 57301

Dated this 24th Day of September, 2025

APPLICANT

OWNER

Chris & Laura Fosness
Chris & Laura Fosness
City of Mitchell
Mark & Louise Van Den Hoek
Variance Permit
Accesorry buidlings of 3,470 sq ft vs 2,000 sq ft
for new 32' x 60' accessory building addition
Mark & Louise Van Den Hoek
N MAIN ST
N MAIN ST
Randy Dorale
David & Patricia Malters
3210
David & Patricia Malters

3210 N MAIN ST
3124 N MAIN ST
3220 N MAIN ST
SD HWY 37 N
SD HWY 37 S
SD HWY 37 N
SD HWY 37 S

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 Mark Van Den Hoek has applied for a Variance Permit for accessory building combination of 3,470 square feet vs 2,000 square feet to build a new accessory building of 1,920 square feet. This is located at 3220 N Main St, legally described as the 400' E of Highway in Irregular Tract 4 in the NW ¼ of Section 10, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned R3 Medium Density Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on Tuesday, October 14, 2025, 12:00 P.M. (Noon) and the Board of Adjustment on Monday, October 20, 2025 at 6:00 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated this 24th day of September, 2025.

Michelle Bathke

FINANCE OFFICER

Publish once: 1st day of October, 2025
Approximate Cost:

Mark & Louise Van Den Hoek
3220 N Main St
Mitchell, SD 57301

Chris & Laura Fosness
PO Box 357
Mitchell, SD 57301

David & Patricia Malters
3124 N Main St
Mitchell, SD 57301

Randy Dorale
3210 N Main St
Mitchell, SD 57301

City of Mitchell
612 N Main St
Mitchell, SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

Mitchell
SOUTH DAKOTA
Outside expectations

October 1, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Mark Van Den Hoek has applied for a Variance Permit for accessory building combination of 3,470 square feet vs 2,000 square feet to build a new accessory building of 1,920 square feet. This is located at 3220 N Main St, legally described as the 400' E of Highway in Irregular Tract 4 in the NW ¼ of Section 10, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. The property is zoned R3 Medium Density Residential District.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing and make their recommendation to the Board of Adjustment on this application on Tuesday, October 14, 2025, 12:00 P.M. (Noon) and the Board of Adjustment will render the final decision at a hearing on Monday, October 20, 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 Chris & Laura Fosness
OWNER

3320 N Main Mitchell (PO Box 357, mitchell)
ADDRESS

X APPROVE

_____ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	October 20, 2025	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing and Action on the Application to Transfer RL-5756 Retail (on-sale) Liquor License from Amore Italian Ristorante & Bar, 1525 West Havens to Flats on Havens, LLC, 1525 West Havens		
Explanation/Background of Agenda Item Requested:	All required documents have been submitted.		

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Flats on Havens, LLC
6245 S. Pinnacle Place
Sioux Falls, SD 57108

Owner's Telephone #: 605-940-6381

B. Business Name and Address

Flats on Havens, LLC
1525 W. Havens Ave.
Mitchell, SD 57301

Business Telephone #: 605-940-6381

Place of business is located in a municipality? [X] Yes [ ] N

County: Davison

Do you own or lease this property? [X] Own [ ] Lease

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

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

- [X] Retail (on-sale) Liquor
- [X] 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 [X] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?
[ ] Yes [X] No **If Yes, please list on the back page.**

D. Legal description of licensed premise:

Lot 1, Block 4 of Sunny Side Addition
City of Mitchell, Davison County
South Dakota

Have you ever been convicted of a felony? [ ] Yes [X] No

E. State Sales Tax Number _____

F. New license [ ] Transfer? ($150) [X] Re-issuance [ ]

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein a true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applie 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 Sou 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 ~~10/13/2023~~ 9/9/25 Print Name Nathan Stencil Signature _____

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. Th 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 Sout Dakota law.

Renewal - no public hearing held [ ]
Amount of fee collected with application $_____
Amount of fee retained $_____
Forwarded with application $ _____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ REVIEW_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Flats on Havens, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 6245 S. Pinnacle Place ~~Sioux Falls, SD 57018~~

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? [X] 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
Nathan Stencil	President/Managing Member	6245 S. Pinnacle Place	Developer

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

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

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

Flats on Havens located at 6245 S. Pinnacle Place, Sioux Falls, SD 57108

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**

TO BE COMPLETED BY THE CURRENT OWNER

AFFIDAVIT

STATE OF SOUTH DAKOTA)
) SS
COUNTY OF MINNEHAHA)

Nathan Stencil as President of Flats on Havens, LLC, acting as an attorney-in-fact for Gjocaj, Inc., being first duly sworn on oath deposes and says: That on the 27 day of June, 2025, Gjocaj, Inc. was the owner of the South Dakota liquor license #5756 of Amore Italian Ristorante & Bar situated on (legal description) Lot 1, Block 4 of Sunny Side Addition, City of Mitchell, Davison County, South Dakota, and that on the said date made a transfer/sale of said liquor license operated under an alcoholic beverage license to Flats on Havens, LLC of Sioux Falls, South Dakota.

Gjocaj, Inc.

By: Flats on Havens, LLC as attorney-in-fact, pursuant to the Bill of Sale, Assignment and Power of Attorney dated January 23, 2025

By: _____
Print: Nathan Stencil
Its: President

Subscribed and sworn to before me this 27 day of June, 2025.

Rachel Waits (Notary Public)

(Notary Seal)

Commission expires: April 7, 2027

RACHEL WAITS
NOTARY PUBLIC
SOUTH DAKOTA
SEAL
My Commission Expires 4.7.27

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:	October 20, 2025	**Requested By:**	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve the Renewal of the Application for 2026 Medical Cannabis Dispensary License for Genesis Farms, LLC		
Explanation/Background of Agenda Item Requested:	Genesis Farms, LLC-Dispensary License Genesis Farms yearly renewal with the State of South Dakota is October 25, 2025. Genesis Farms has asked for the City of Mitchell to renew their application at this time. All Required documents have been submitted for approval.		

2026

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

Application to be submitted

By Mail: or Electronically:

City of Mitchell
Finance Office
612 North Main Street
Mitchell, SD 57301

Cindy Roth, Deputy Finance Officer
croth@cityofmitchell.org

For questions, please call (605) 995-8420.

Date and Time Received:_____
By (employee name):_____

Part One: Application Type:

Indicate below the action and license type being requested. If applying for more than one action or license, please check all that apply. Each action and license type will be considered individually. Applicant must include the non-refundable fee for each action and license requested (if a request for modification may be done administratively, the applicant will be refunded the $450 difference in fees).

License request for a:

Type of Action \ Type of Establishment	Cultivation	Manufacturing	Testing	Dispensary
New License ($5,000 each)				
Renewal ($5,000 each)				$5,000.00
Transfer ($5,000 each)				
Modification ($500 each)				

Add together the fees for each action and license checked above and provide the total here: $5,000.00
This amount must be included with the application at the time of submission.

Part Two: Applicant Information:

Name of Applicant/Licensee: Genesis Farms, LLC

Entity Type (circle one): Individual Corporation Partnership (LLC) Other:_____

Doing Business As (if different from above): _____

Mailing Address: 371 Americas Way Box Elder, SD 57719
Street City State Zip Code

Street address of proposed site in Mitchell: 716 Rowley St, Suite B, Mitchell, SD 57301

Name and phone number of local contact: Sabrina Velin-Kraus 307-462-6627

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

Part Three: Attachments:

- ☑ Please attach an exhibit listing the name and date of birth for each principal officer and board member of the entity applying. In addition, each person identified must individually complete the acknowledgments and signature pages under Part Four below.
- ☑ Please identify the principal officer or board member who is a resident of South Dakota and attach proof of residency: Marlyn Erickson
- ☑ Please attach a copy of a state sales tax license relating to the proposed licensee.
- ☑ Please attach a written summary of your proposed operating procedures. This summary must include detailed information on:

no changes

  - maintaining accurate records;
  - intended security measures;
  - fire and building code considerations, including preliminary site plan (the formal building permit process will take place after an applicant is approved for a local license);
  - previous experience operating a legal cannabis establishment;
  - all application materials the applicant intends to submit to the state Department of Health for seeking state certification;
  - information relating to how licensee will comply with the city licensing ordinances, including but not limited to, Sections 9, 10, 11, and 14 of Mitchell City Code Chapter 4-11;
  - a statement of whether the premises will be owned or leased and, if leased, a notarized statement from the landlord consenting to the proposed operations of applicant; and
  - any other information you believe should be considered by council in relation to the application.
- ☑ Please attach proof that all property taxes, business improvement district taxes, and pending assessments relating to the location have been paid.
- ☐ Please include payment for all of the fees applicable under Part One.
- ☑ Please provide proof of financial responsibility. City code requires a commercial general liability policy, or equivalent, with a limit of not less than two million dollars ($2,000,000.00) for each occurrence. If such insurance contains a general aggregate limit, it must be no less than double the occurrence limit.
- ☑ Please provide a map showing the proposed location which provides the zoning district of the proposed site. Applications for dispensaries must also show the location of any educational institution, religious institution, childcare center (excluding family residential childcare), preschool, nursery, detention facility, or mental health facility within 400' of the proposed location and the location of any other dispensary within 1,100' of the proposed location.

no change

- ☑ If this application is for renewal or modification, the applicant need not resubmit all application materials but must identify any information which has changed since the license was last approved or which is intended to be changed via the modification process.
- ☐ If this application is for a transfer, the applicant need not resubmit all application materials but must include all information required for a new application as to the proposed transferee.

N/A

- ☐ If this application is for a dispensary license pursuant to an invitation for applications, application materials must be submitted in writing and be sealed so as to prevent the contents from being viewed prior to the submission deadline. Such sealed envelope shall state the name of the applicant and provide an area for city staff to write their name and the time at which they received the application.

N/A

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

Part Four: Acknowledgments and Signature:

JJ By initialing here, I certify that none of the principal officers or board members of the applying entity has served as a principal officer or board member of a cannabis establishment that has had its governmental license or certification revoke in any jurisdiction.

JJ By initialing here, I certify that none of the principal officers or board members of the applying entity are under the age of 21.

JJ By initialing here, I certify that I have conducted and reviewed a background check into the criminal history of each principal officer, board member, agent, volunteer, or employee involved in the operation at the time of submitting this application, and that none have been convicted of an offense that would disqualify them for state certification.

JJ By initialing here, I acknowledge that I have fully read and understand the city's zoning ordinance, city's licensing ordinance, and the information sheet for this application, and agree to be bound by the same.

JJ By initialing here, I acknowledge that I must submit this local license application before or simultaneous to seeking state certification for a medical cannabis establishment.

JJ By initialing here, I acknowledge that any medical cannabis establishment license is subject to possible discontinuation under Mitchell City Code Section 4-11-17.

JJ By initialing here, I acknowledge that holding a medical cannabis license under Mitchell City Code Chapter 4-11 does not create any right, interest, or entitlement of any nature towards operating a recreational cannabis establishment should state law allow for such activity in the future.

JJ By initialing here, I acknowledge and agree to the liability and indemnification provisions of Mitchell City Code Section 4-11-16.

JJ By initialing here, I certify under penalty of perjury that this application contains no false statements made or omissions of any material matter as it may relate to this application.

[signature page to follow]

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell
SOUTH DAKOTA

Part Four: Acknowledgments and Signature:

ME By initialing here, I certify that none of the principal officers or board members of the applying entity has served as a principal officer or board member of a cannabis establishment that has had its governmental license or certification revoke in any jurisdiction.

ME By initialing here, I certify that none of the principal officers or board members of the applying entity are under the age of 21.

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ME By initialing here, I acknowledge that I have fully read and understand the city's zoning ordinance, city's licensing ordinance, and the information sheet for this application, and agree to be bound by the same.

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[signature page to follow]

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell
SOUTH DAKOTA

Part Four: Acknowledgments and Signature:

TE By initialing here, I certify that none of the principal officers or board members of the applying entity has served as a principal officer or board member of a cannabis establishment that has had its governmental license or certification revoke in any jurisdiction.

TE By initialing here, I certify that none of the principal officers or board members of the applying entity are under the age of 21.

TE By initialing here, I certify that I have conducted and reviewed a background check into the criminal history of each principal officer, board member, agent, volunteer, or employee involved in the operation at the time of submitting this application, and that none have been convicted of an offense that would disqualify them for state certification.

TE By initialing here, I acknowledge that I have fully read and understand the city's zoning ordinance, city's licensing ordinance, and the information sheet for this application, and agree to be bound by the same.

TE By initialing here, I acknowledge that I must submit this local license application before or simultaneous to seeking state certification for a medical cannabis establishment.

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TE By initialing here, I acknowledge and agree to the liability and indemnification provisions of Mitchell City Code Section 4-11-16.

TE By initialing here, I certify under penalty of perjury that this application contains no false statements made or omissions of any material matter as it may relate to this application.

[signature page to follow]

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

APPLICANT

Printed Name of Authorized Signatory: Justin Johnson

Signature of Authorized Signatory: _____

On behalf of (entity name): Genesis Farms, LLC

Date: 9-12-2025

STATE OF South Dakota)
:SS
COUNTY OF Minnehaha)

On this 12th day of September, 2025, before me, the undersigned notary officer, personally appeared Justin Johnson (signer name), who acknowledged themselves to be the owner (official title) of Genesis Farms, LLC (entity name), and that in their official capacity, being authorized to do so, executed the foregoing application for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____ (sign name)

David Stotz (print name)

Notary Public – South Dakota (state)

My Commission Expires: 6-23-26

DAVID L. STOTZ
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL
My Commission Expires 6-23-26

(seal)

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

APPLICANT

Printed Name of Authorized Signatory: Marlyn Erickson

Signature of Authorized Signatory: Marlyn Erickson

On behalf of (entity name): Genesis Farms, LLC

Date: 9/10/2025

STATE OF South Dakota)
:SS
COUNTY OF Pennington)

On this 10th day of September, 2025, before me, the undersigned notary officer, personally appeared Marlyn Erickson (signer name), who acknowledged themselves to be the Owner (official title) of Genesis Farms, LLC (entity name), and that in their official capacity, being authorized to do so, executed the foregoing application for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(sign name)

Heather VanOsdol (print name)

Notary Public – South Dakota (state)

My Commission Expires: 9/7/29

HEATHER M. VANOSDOL NOTARY SEAL PUBLIC STATE OF SOUTH DAKOTA (seal)

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE

City of Mitchell SOUTH DAKOTA

APPLICANT

Printed Name of Authorized Signatory: Troy Erickson

Signature of Authorized Signatory: [signature]

On behalf of (entity name): Genesis Farms, LLC

Date: 09/10/2025

STATE OF South Dakota)
:SS
COUNTY OF Pennington)

On this 10th day of September, 2025, before me, the undersigned notary officer, personally appeared Troy Erickson (signer name), who acknowledged themselves to be the Owner (official title) of Genesis Farms, LLC (entity name), and that in their official capacity, being authorized to do so, executed the foregoing application for the purposes stated therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Tanner Pruess (sign name)

Tanner Pruess (print name)

Notary Public – SD (state)

My Commission Expires: 2/5/2030

TANNER PRUESS
NOTARY PUBLIC
SOUTH DAKOTA
My Commission Expires 2/5/2030

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:	October 20, 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 Arts in the Park-Trunk or Treat on Friday, October 31, 2025		

Explanation/Background of Agenda Item Requested:

Arts in the Park is requesting a Special Event Permit for their Arts in the Park — Trunk or Treat, which takes place on Friday, October 31st, 2025, from 2:00 PM to 8:00 PM.

This event is open to the public and will be held on the street that runs from the northwest entrance to the enclosed shelter/tennis concession area in Hitchcock Park.

The total anticipated attendance is 300.

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

The submitted Special Event Permit Application requests the following:

- Street Closure (*$100 Fee*)

The following street closure is requested on Friday, October 31st, from 2:00 PM until 8:00 PM:

- The street runs from the northwest entrance to the enclosed shelter/tennis concession area in Hitchcock Park.

***Street closures, which require an overnight closure, will begin at 3 AM with proper signage placed in the requested street and parking lot(s).**

Please reference the attached Closure Map for further information.

Arts in the Park will provide a Certificate of Liability Insurance Form once it becomes available.

***Approval of the submitted Special Event Permit Application will be contingent upon receipt of the Certificate of Liability Insurance Form and payment of the Special Event Permit fee(s) prior to the day of the event.**

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 #4360

Date Submitted: 10/8/2025

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:*

Arts in the Park - Trunk or Treat

Event Date:

10/31/2025

Event Hours:*

02:00 PM — 08:00 PM

Event Date(s):

—

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

- [ ] Parking Lot Closure ($50 Fee)
- [x] 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)
- [x] 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

		—		

Time Requested for Street Closure

10/31/2025	02:00 PM	—	10/31/2025	08:00 PM

Time Requested for City Park Closure

		—		

Event Information:

Overall Event Description:*

Trunk or Treat in Hitchcock park on Halloween! on the main path from Northwest entry to the Tennis concession stand :)

Please check all that apply:*

- [x] This is a first time event.
- [x] 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.
- [x] The event will be held in a City Park or Facility.

Total anticipated attendance:*

300

Organization:*

Arts in the Park

Address:*

5724 Island Court

City:*

Mitchell

State:*

SD

Zip Code:*

57301

Event Application Contact Person:*

Jordan Hanson

Contact Person Email:*

enolamai1@hotmail.com

Contact Person Phone Number: *

6059992975

Day of Event Contact Person:*

Jordan Hanson

Contact Person Email:*

enolamai1@hotmail.com

Contact Person Phone Number:*

6059992975

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.*

Nothing Needed except a Street Closure in Hitchcock.

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.*

volunteers will be available

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:

- [x] 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.*

Jordan Hanson

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.*

Jordan Hanson

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.*

Jordan Hanson

I have attached the following items:

- [x] Parking Lot Closure Map
- [x] Street Closure Map
- [x] 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

APmCUs2n.jpg

Street Closure Map

APmCUs2n.jpg

City Park Closure Map

APmCUs2n.jpg

Parade Route Map

Choose File No file chosen

Special Event Liquor License Boundaries with Map

Choose File No file chosen

Consumption Permit Boundaries with Map

Choose File No file chosen

Fireworks Map

Choose File No file chosen

Event Layout Map

Choose File No file chosen

Certificate of Liability Insurance

Choose File No file chosen

Certificate of Liquor Liability Insurance

Choose File No file chosen

Certificate of Fireworks Liability Insurance

Choose File No file chosen

Additional Document

Choose File No file chosen

Additional Document

Choose File No file chosen

Action of City Council _____

_____

_____

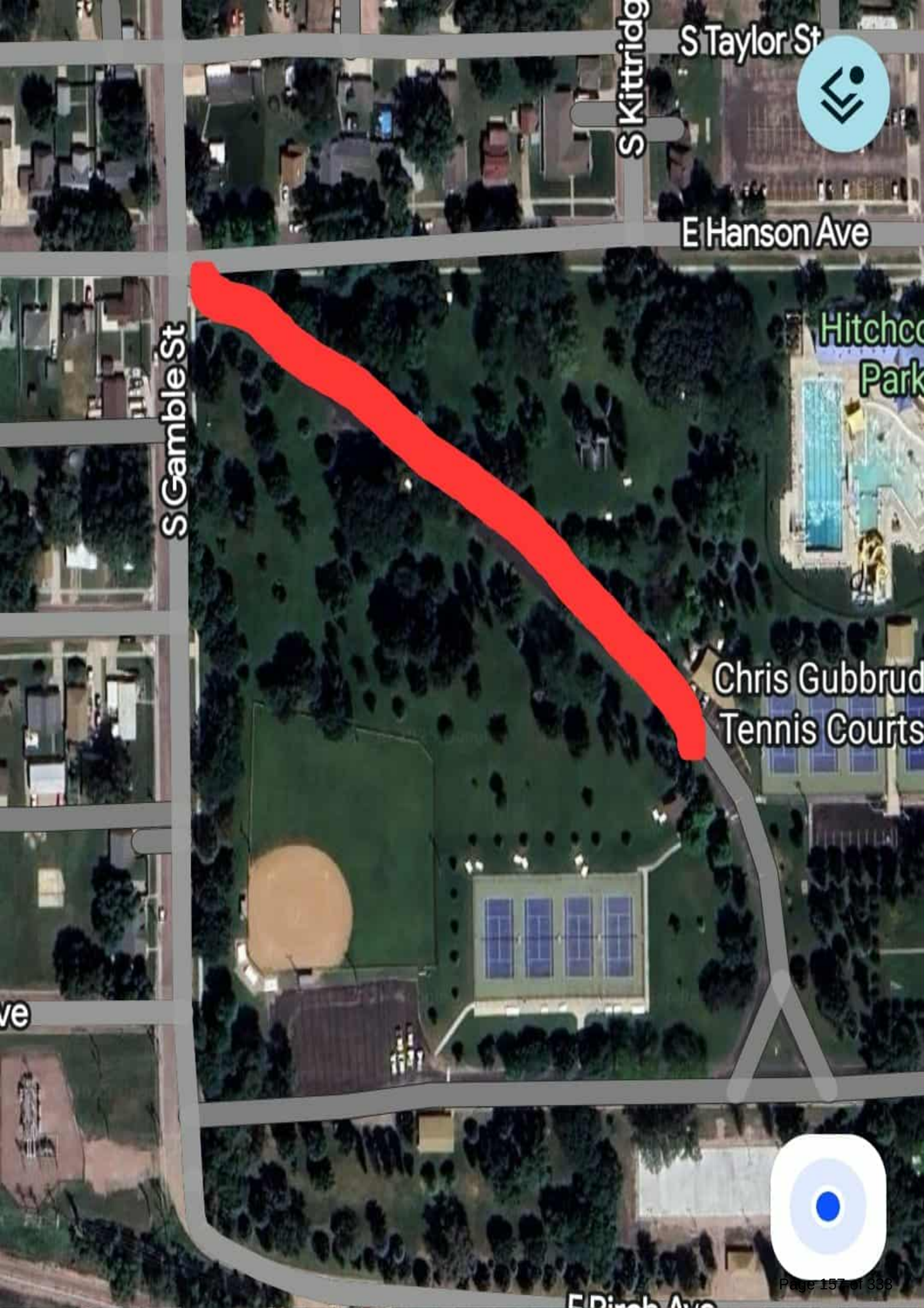
_____ _____

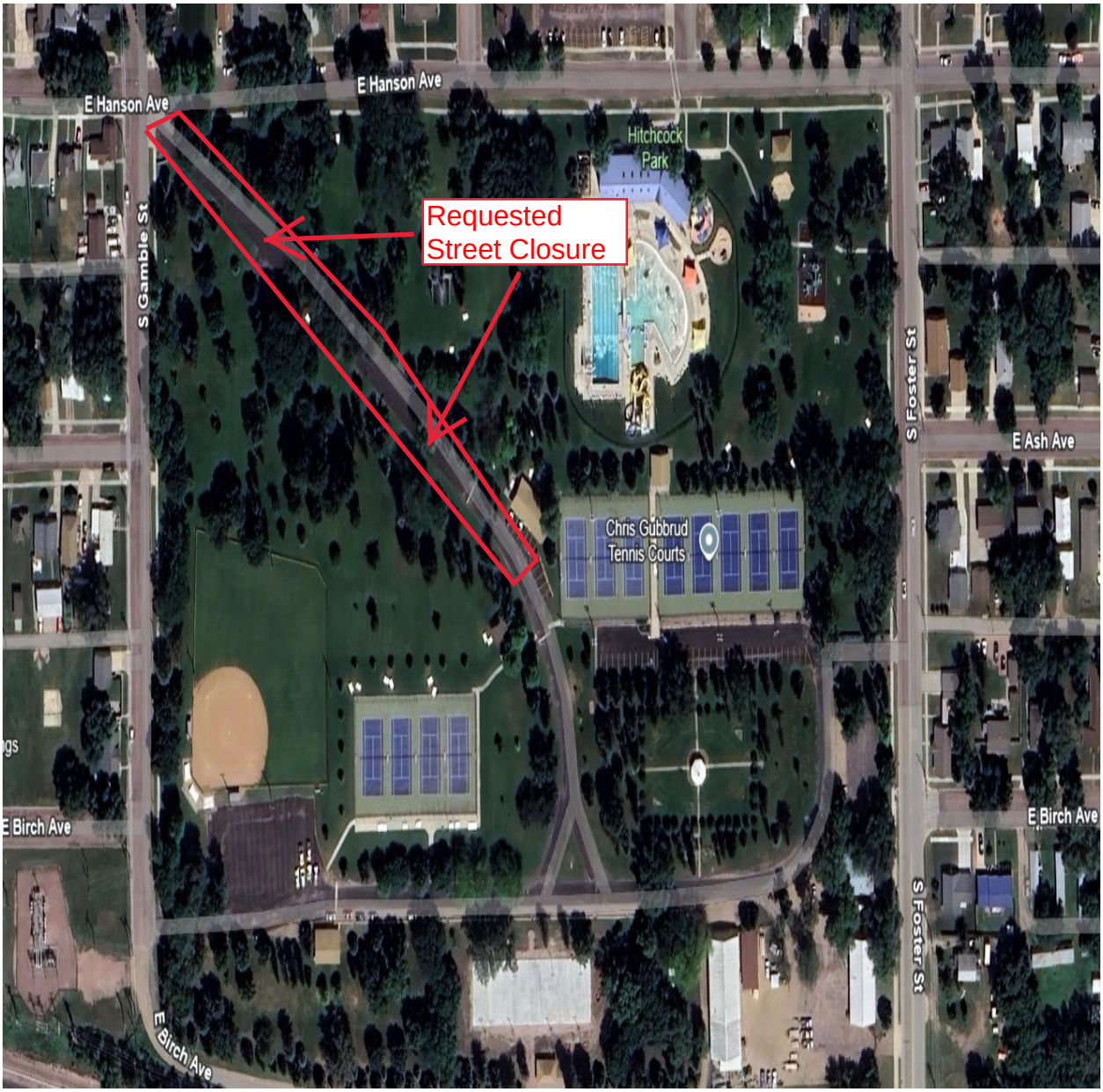
Finance Officer Mayor

(Seal)

Date Approved: _____ Amount of Fees Paid: _____

Street Closure $100.00


S Taylor St
S Kittridge
E Hanson Ave
S Gamble St
Hitchco
Park
Chris Gubbrud
Tennis Courts
ve


E Hanson Ave
E Hanson Ave
Hitchcock Park
Requested Street Closure
S Gamble St
S Foster St
E Ash Ave
Chris Gubbrud Tennis Courts
E Birch Ave
E Birch Ave
S Foster St
E Birch Ave

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	October 20, 2025	**Requested By:**	Joe Schroeder

Desired Action of City Council:

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

Agenda Item: Action to Award Bid of 3-Year Cash Rent Leases at the Landfill, Park Hayland, and Waste Water Lagoons for years 2026-2027-2028 Project #2026-05

Explanation/Background of Agenda Item Requested:

Bids were opened on October 14, 2025 at 1:30 PM in City Hall Chambers.

Bids were received by three bidders as shown on the attached bid form.

The high bidder for all three leases was Brad Bartscher as follows:

Landfill Hayland
31.5 Acres of Alfalfa - $1,575 per year for three years ($50/acre)
41 Acres of Grass - $1,763 per year for three years ($43/acre)

Park Hayland
11.7 Acres of Alfalfa - $1,848.60 per year for three years ($158/acre)

Wastewater Hayland
45 Acres of Grass - $1,575 per year for three years ($35/acre)

City staff recommends City Council awarding the bid to Brad Bartscher.

BID TABULATION FOR HAYLAND LEASES - BID OPENING: 1:30 PM, OCTOBER 14, 2025
CITY PROJECT #2026-5

BIDDER	LANDFILL HAYLAND		PARK HAYLAND		WW HAYLAND	
	31.5 Acres Alfalfa 41 Acres of Grass		11.7 Acres of Alfalfa		45 Acres of Grass	
	Lump Sum	x 3	Lump Sum	x 3	Lump Sum	x 3
	Bid Per year	years	Bid Per year	years	Bid Per year	years
Brad Bartscher 300 South 2nd Street Emery, SD 57332	$ 1,575.00 $ 1,763.00	$ 4,725.00 $ 5,289.00				
Total	$ 3,338.00	$ 10,014.00	$ 1,848.60	$ 5,545.80	$ 1,575.00	$ 4,725.00
Charles Goldammer 40660 252nd Street Mitchell, SD 57332						
Total	no bid	$ -	$ 1,506.00	$ 4,518.00	no bid	
Carl Niehoff 25719 414th Ave. Mitchell, SD 57332	$ 600.00 $ 600.00	$ 1,800.00 $ 1,800.00				
Total	$ 1,200.00	$ 3,600.00	$ 900.00	$ 2,700.00	$ 750.00	$ 2,250.00
2010 BID PRICES	*$ 7,330.00*	*$ 21,990.00*	*$ 1,575.00*	*$ 4,725.00*	*$ 2,910.00*	*$ 8,730.00*
2014 BID PRICES	*$ 7,600.00*	*$ 22,800.00*	*$ 2,114.00*	*$ 6,342.00*	*$ 2,250.00*	*$ 6,750.00*
2017 BID PRICES	*$ 6,600.00*	*$ 19,800.00*	*$ 1,876.00*	*$ 5,628.00*	*$ 2,275.00*	*$ 6,825.00*
2019 BID PRICES	*$5,505.00*	*$ 16,515.00*	*$ 1,532.70*	*$ 4,598.10*	*$ 3,000.00*	*$ 9,000.00*
2023 BID PRICES	*$3,000.00*	*$ 9,000.00*	*$ 1,771.00*	*$ 5,313.00*	*$ 1,200.00*	*$ 3,600.00*

Prepared by Deb Hanson-Sudbeck

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	October 20, 2025	**Requested By:**	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-42130-42835, Utilities - Street Lights, $260,000		
Agenda Item:	Action to Approve the Request for Street Lights at the Ridgeview on Foster Development		
Explanation/Background of Agenda Item Requested:	The City of Mitchell has received a request for five (5) street lights within the Ridgeview on Foster Development by the developer. Northwestern Energy recommends one street light per city block and installed at intersections whenever possible. Street lights are installed free of charge to the City of Mitchell if a wood pole is installed by Northwestern Energy. A fee of $15.99 a month will be charged per light to the City of Mitchell once installed. City staff recommends approval of the street light request.		

LEGEND

● = FOUND IRON MONUMENT

O = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702

100' (P) = PLATTED BEARING OR DISTANCE

100' = MEASURED BEARING OR DISTANCE

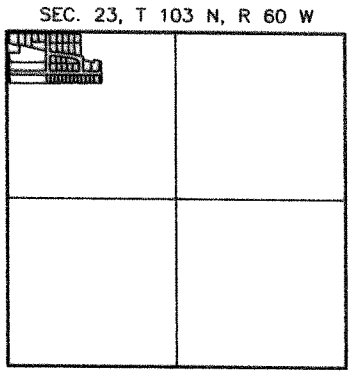
1 Inch = 200 Feet

PREPARED BY: PAUL J. REILAND, R.L.S.
2100 NORTH SANBORN BLVD. – P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT. EASEMENTS OF RECORD WERE NOT RESEARCHED AND ARE NOT SHOWN UNLESS OTHERWISE NOTED.

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE, STATE PLANE – NORTH AMERICAN DATUM 1983 – GEOID 18. GRID BEARINGS AND GRID DISTANCES ARE SHOWN.

SEC. 23, T 103 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'

Block and Lot Acreage Breakdown:

Block 1–A: 120,643± SqFt / 2.77± Acres
Lot 1 = 25,629± SqFt / 0.59± Acre
Lot 2 = 14,950± SqFt / 0.34± Acre
Lot 3 = 13,260± SqFt / 0.30± Acre
Lot 4 = 21,548± SqFt / 0.50± Acre
Lot 5 = 19,680± SqFt / 0.45± Acre
Lot 6 = 25,576± SqFt / 0.59± Acre

Block 1–B: 148,660± SqFt / 3.41± Acres
Lot 1 = 13,842± SqFt / 0.32± Acre
Lots 2 Thru 4 = 13,485± SqFt / 0.31± Acre
Lot 5 = 15,225± SqFt / 0.35± Acre
Lot 6 = 14,980± SqFt / 0.34± Acre
Lot 7 = 13,624± SqFt / 0.31± Acre
Lot 8 = 14,742± SqFt / 0.34± Acre
Lot 9 = 16,523± SqFt / 0.38± Acre
Lot 10 = 19,269± SqFt / 0.44± Acre

Block and Lot Acreage Breakdown:

Tract DR1–A: 119,294 SqFt / 2.74± Acres

Block 2–A: 76,688± SqFt / 1.76± Acres

Block 3–A: 98,522± SqFt / 2.26± Acres
Lot 1 = 15,337± SqFt / 0.35± Acres
Lot 2 = 8,688± SqFt / 0.20± Acre
Lot 3 = 9,396± SqFt / 0.22± Acre
Lot 4 = 11,037± SqFt / 0.25± Acre
Lot 5 = 11,944± SqFt / 0.28± Acre
Lots 6 Thru 8 = 10,080± SqFt / 0.23± Acre
Lot 9 = 11,880± SqFt / 0.27± Acre

Block 4–A: 40,420± SqFt / 0.93± Acre
Lot 1 = 20,419± SqFt / 0.47± Acre
Lot 2 = 20,001± SqFt / 0.46± Acre

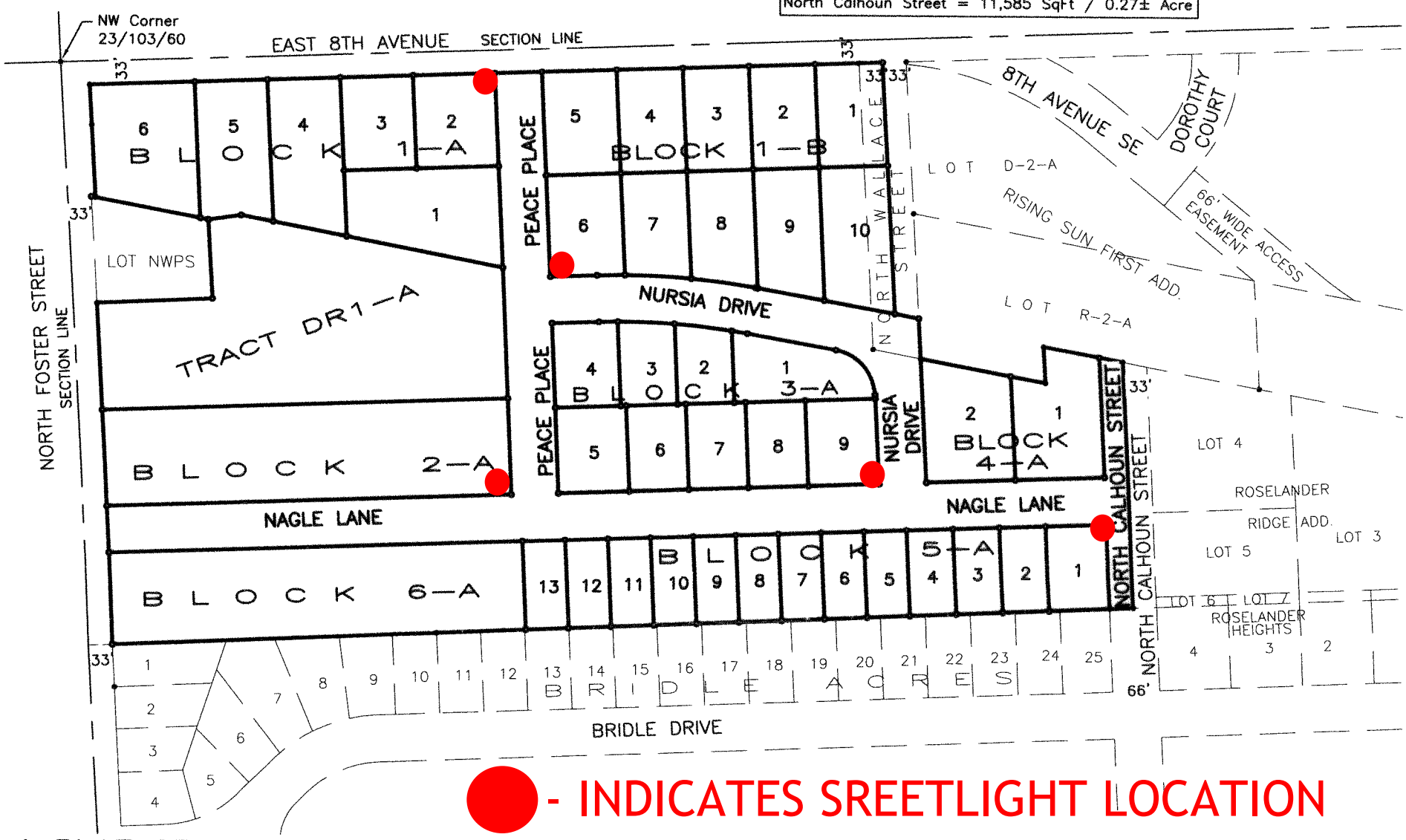
Block and Lot Acreage Breakdown:

Block 5–A: 100,840± SqFt / 2.31± Acres
Lot 1 = 10,229± SqFt / 0.24± Acre
Lot 2 = 7,855± SqFt / 0.18± Acre
Lot 3 = 7,886± SqFt / 0.18± Acre
Lot 4 = 7,917± SqFt / 0.18± Acre
Lot 5 = 7,334± SqFt / 0.17± Acre
Lot 6 = 7,361± SqFt / 0.17± Acre
Lot 7 = 7,387± SqFt / 0.17± Acre
Lot 8 = 7,413± SqFt / 0.17± Acre
Lot 9 = 7,439± SqFt / 0.17± Acre
Lot 10 = 7,465± SqFt / 0.17± Acre
Lot 11 = 7,492± SqFt / 0.17± Acre
Lot 12 = 7,518± SqFt / 0.17± Acre
Lot 13 = 7,544± SqFt / 0.17± Acre

Block 6–A: 74,212± SqFt / 1.70± Acres

Street Right–Of–Way Acreage Breakdown:

Nagle Lane = 92,395± SqFt / 2.12± Acres
Peace Place = 39,176± SqFt / 0.90± Acres
Nursia Drive = 46,361 SqFt / 1.06± Acre
North Calhoun Street = 11,585 SqFt / 0.27± Acre



● - INDICATES SREETLIGHT LOCATION

A PLAT OF LOTS 1 THROUGH 6, BLOCK 1–A; LOTS 1 THROUGH 10, BLOCK 1–B; TRACT DR1–A; BLOCK 2–A; LOTS 1 THROUGH 9, BLOCK 3–A; LOTS 1 AND 2, BLOCK 4–A; LOTS 1 THROUGH 13, BLOCK 5–A; BLOCK 6–A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Paul J. Reiland, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of the owners as listed in the Owner's Certificate, Dedication and Agreement of Protection of Water, and under their direction for purposes indicated therein, I did on or prior to March 1, 2024, survey those parcels of land described as follows: LOTS 1 THROUGH 6, BLOCK 1-A; LOTS 1 THROUGH 10, BLOCK 1-B; TRACT DR1-A; BLOCK 2-A; LOTS 1 THROUGH 9, BLOCK 3-A; LOTS 1 AND 2, BLOCK 4-A; LOTS 1 THROUGH 13, BLOCK 5-A; BLOCK 6-A; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET, ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate previously platted LOTS 1 THROUGH 17, BLOCK 1; TRACT DR1; BLOCK 2; LOTS 1 THROUGH 4, BLOCK 3; LOTS 1 AND 2, BLOCK 4; LOTS 1 THROUGH 13, BLOCK 5; BLOCK 6; NAGLE LANE; PEACE PLACE; NURSIA DRIVE; AND NORTH CALHOUN STREET; ALL IN RIDGE VIEW ON FOSTER ADDITION IN THE NW 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 39 ON PAGE 59. This plat does also hereby vacate THE EASEMENTS DEDICATED BY THE PLAT OF RIDGE VIEW ON FOSTER ADDITION AS RECORDED IN PLAT BOOK 39 ON PAGE 59. This plat does also hereby vacate THAT PORTION OF NORTH WALLACE STREET ORIGINALLY LABELED AS "STREET" IN PLAT BOOK 14 ON PAGE 25, ALSO LABELED AS "PREVIOUSLY DEDICATED RIGHT-OF-WAY" IN PLAT BOOK 39 ON PAGE 59.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 1ST day of MARCH, 2024.

Registered Land Surveyor #SD6702

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6702
PAUL J. REILAND
SOUTH DAKOTA

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	October 20, 2025	**Requested By:**	Joe Schroeder

Desired Action of City Council:

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

602-43340-43333, $1,013,372
604-43250-43348, $1,519,239.56

Agenda Item:

Action to Approve Amendment No. 1 with SPN & Associates for State Revolving Fund (SRF) Water Main Projects #A2024-02

Explanation/Background of Agenda Item Requested:

City Council approved an Agreement with SPN and Associates on January 1, 2024 for construction phase services for three separate utility projects. Those projects were the Highway 37 Utility Improvements, 12th and 13th Water Main Loop and West Harmon Water Main Loop. The 12th and 13th Water Main Loop and West Harmon Water Main Loop finished quicker than expected. The Highway 37 Utility Improvements requires additional services due to additional water main installation. There is no change to the overall agreement; however, funds are being reallocated.

Current Project Costs
12th and 13th Water Main Loop - $79,500
West Harmon Water Main Loop - $96,000
Highway 37 Utility Improvements - $103,000
Total - $278,500

Amendment No. 1
12th and 13th Water Main Loop - $49,747.67 (Completed)
West Harmon Water Main Loop - $25,227.21 (Completed)
Highway 37 Utility Improvements - $203,525.12 (In Progress)
Total - $278,500

Staff recommends approval of Amendment No. 1 to the above referenced projects with SPN & Associates.

This is **EXHIBIT K**, consisting of **3** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 2, 2024**.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: October 6, 2025.

Background Data

Effective Date of Owner-Engineer Agreement: **January 2, 2024**

Owner: CITY OF MITCHELL, SOUTH DAKOTA

Engineer: SCHMUCKER, PAUL, NOHR & ASSOCIATES, INC.

Project: WATER DISTRIBUTION SYSTEM IMPROVEMENTS FOR THE WEST HARMON WATER LOOP, THE 12TH AND 13TH AVENUE WATER MAIN LOOP AND THE SD HWY 37 WATER IMPROVEMENTS

Nature of Amendment:

_X_ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

_X_ Modifications of payment to Engineer

_X_ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

The West Harmon Water Loop and the 12th and 13th Avenue Water Main Loop projects progressed quicker than estimated resulting in excess budgeted engineering funds for those projects. The SD Hwy 37 project has progressed slower than estimated and additional water main replacement was added to the contractor's contract resulting in additional engineering expenses.

The total contract amount listed in C 2.01.A.4 will remain at $278,500.

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The changes and contract amounts are summarized in the following table:

	Original	Amount of Change Increase/ (Decrease)	Amendment 1
a. 12th & 13th Water Main Loop	$79,500.00	($29,752.33)	$49,747.67
b. West Harmon Water Main Loop	$96,000.00	($70,772.79)	$25,227.21
c. Hwy 37 Water Improvements	$103,000.00	$100,525.12	$203,525.12
	$278,500.00	$0.00	$278,500.00

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

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

OWNER: CITY OF MITCHELL, SOUTH DAKOTA

By: _____

Print name: Jordan Hanson

Title: Mayor

Date Signed: _____

ENGINEER: SCHMUCKER, PAUL, NOHR & ASSOCIATES, INC.

By: Jeffrey P. McC

Print name: Jeffrey P. McCormick, P.E.

Title: Project Manager

Date Signed: SEPTEMBER 25, 2025

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CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	October 20, 2025	**Requested By:**	Stephanie Ellwein

Desired Action of City Council:	Action to Approve Agreement A2025-59: An agreement between the City of Mitchell and Mitchell City Employees AFSCME Local 2922.
Amount Budgeted in current fiscal year for this item (if applicable):	
Agenda Item:	Action to Approve Agreement #A2025-59, An Agreement between the City of Mitchell and Mitchell City Employees AFSCME Local 2922
Explanation/Background of Agenda Item Requested:	The attached agreement is the result of tentative agreements reached in negotiations between AFSCME and the City of Mitchell. All changes were discussed throughout the course of negotiations with the City Council. The proposed agreement is a 3-year agreement with wages included. In 2026, wages will be increased by 3% a cost impact of $157,599.53. In 2027 and in 2028, wages will be increased by CPI (with a minimum of 2% and a maximum of 4%). The agreement requires comp time to be paid down each year (limiting future liabilities), allows employees to use more sick leave towards family sick leave, and requires CDL positions to obtain their CDL within 6 months of hire (versus 12 months). Staff recommends approval of agreement A2025-59.

AGREEMENT

Between

CITY OF MITCHELL

And

MITCHELL CITY EMPLOYEES

AFSCME LOCAL 2922

JANUARY 1, 2026 TO DECEMBER 31, 2028

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AGREEMENT

This agreement entered into this _____of_____, 2025 but effective January 1, 2026, by and between the City of Mitchell, a political subdivision of the State of South Dakota, hereinafter referred to as the "City", and Local 2922, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

PREAMBLE

This agreement sets forth all terms and conditions of employment for all recognized employees, as established under Article 1 of the agreement, on matters such as rates of pay, hours of work, and fringe benefits.

As part of an ongoing effort for the City and Union employees to better serve the public, the agreement provisions are also intended to promote efficiency in work performance and provide an equitable and peaceful procedure to resolve disputes in interpreting and applying the terms of this agreement.

ARTICLE 1: RECOGNITION

Section 1.0 The City recognizes the Union as the sole and exclusive bargaining agent for all the full time and regular part-time employees of the City of Mitchell, excluding elected officials, police officers, managers, confidential employees, exempt employees, seasonal and casual employees and supervisors.

Section 1.1 All regular part-time employees of the City shall earn benefits based upon a prorated basis equal to their standard equivalent workday. For the purpose of this agreement, regular part-time employees shall be defined as an employee whose normal schedule of work is more than 1560 hours in a calendar year.

For the purpose of this agreement the seasonal employee shall be defined as an employee whose employment is fixed at the time of employment not to exceed four (4) consecutive months, but may be extended at four (4) consecutive month segments provided the total period of employment does not exceed one (1) year and is for the purpose of meeting staffing shortages, seasonal needs, staffing short term projects and relieving for employee absences, or is irregular and casual.

Section 1.2 The City will not make any agreement with any individual, group or organization for the purpose of undermining the Union or which is in conflict with this agreement.

ARTICLE 2: MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

Section 2.0 It is understood and agreed by the parties that the Employer possesses the sole right to operate the agency so as to carry out its statutory mandates and all management rights repose in the Employer unless specifically modified by this agreement; likewise, all rights guaranteed to the employee and union by law are retained unless specifically modified by this agreement.

Section 2.1 The exercise of management rights shall not be used for the purpose of undermining the Union or discriminating against any employee.

ARTICLE 3: HOLIDAYS

Section 3.0 The following holidays shall be recognized and observed as paid holidays:

New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Native Americans Day (second Monday in October); Veterans' Day; Thanksgiving Day; Christmas Eve (December 24 1/2 (PM); and Christmas Day.

Section 3.1 Full time employees shall receive eight (8) hours pay for each of the holidays listed above. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

All regular part-time employees shall receive holiday pay based upon a prorated basis equal to their standard equivalent workday.

Section 3.2 Employees shall be eligible for pay for the holiday falling within a pay period for which they have received compensation.

Section 3.3 Employees who are scheduled to work, or who are called into work on a holiday that is not part of their regular schedule shall receive, in addition to their holiday pay, overtime pay at one and one half (1 ½) times their usual rate for all hours worked.

Section 3.5 An employee on annual leave during a holiday will receive holiday pay and will not be charged for that day as annual leave.

Section 3.6 In the event the President of the United States, the Governor of the State of South Dakota, or the Mayor should declare a holiday in addition to those days set forth in Section 3.0, then such holiday shall be celebrated as a paid holiday in addition to those days set forth in Section 3.0 of this article. Days declared a holiday for state employees only by the Governor shall not apply.

ARTICLE 4: ADMINISTRATIVE LEAVE DAY

The City will provide 8 hours of administrative leave to employees on the payroll as of January 1st, of each year. These hours are to be used the day after Thanksgiving, allowing offices to close. If an employee is required to work that day, the administrative leave day can be used on another day before December 31 of that same year. The administrative leave day cannot be carried forward to the next year. The administrative leave day is not a holiday, and it does not qualify for any holiday pay provisions outlined in the union agreement.

ARTICLE 5: VACATIONS

Section 5.0 Employees shall accrue annual paid vacation leave starting immediately upon employment at the rate specified below:

DOH- end of year 5	3.08 hours per pay period (26)	= 80.08 hours annually
Beginning of Year 6- End of year 12	4.62 hours per pay period (26)	= 120.12 hours annually
Beginning of Year 13- End of Year 19	6.16 hours per pay period (26)	= 160.16 hours annually
Beginning of Year 20+	7.70 hours per pay period (26)	= 200.20 hours annually

All regular part-time employees of the City shall accrue vacation based upon a prorated basis equal to their standard equivalent workday.

Section 5.1 The rate of vacation pay shall be the employee's regular rate of pay times the number of hours that would have been worked had the employee not been on vacation.

Section 5.2 Vacation leave must be scheduled with the employees' supervisor at the earliest possible time prior to the use of such leave. Vacation requests submitted before March 15th shall be determined by seniority. Vacation requests submitted after that date shall be determined in order of first received for that time period. The supervisor must approve or deny the vacation within five (5) working days. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his choice of vacation period. Vacations may be taken in fifteen (15) minute increments.

Section 5.3 Any accrued and unused vacation shall be paid to the employee or the employee's estate on termination of employment.

Section 5.4 Vacation hours not used during the calendar year in which they are earned may be carried over into successive years. The maximum allowable accrued vacation shall be no more than twenty (20) hours over the employee's current annual accrual level.

Section 5.5 Any hours above the maximum accrual will be lost if not used by the last day of the payroll in which the employee's hire date occurs.

Section 5.6 When an employee's vacation time falls on a holiday, such time is not to be subtracted from the employee's vacation leave balance.

Section 5.7 Employees will be allowed to go up to -40 hours in vacation accrual per year to use as approved by their supervisor. The negative balance will be reduced as the employee continues to accrue new leave. If the employee terminates employment before the negative balance has been recouped; the remaining negative balance will be deducted from the employee's final paycheck. Requests resulting in a negative accrual shall be treated as if they were received after March 15, for seniority purposes.

ARTICLE 6: SICK LEAVE

Section 6.0 Introductory and regular full-time employees will receive sick leave credits at the following rate:

3.70 hours per each of the 26 pay periods for a total of 96.20 hours annually

Section 6.1: Sick Leave Pay In the event of illness an employee will receive sick leave hours equivalent to their regularly scheduled shift hours for each regular workday he/she is absent from work to the extent of his/her earned sick leave credits. Employees shall be charged for sick leave only for absence on days when they would otherwise work and receive pay.

Section 6.2: Using Sick Leave Sick leave shall be guaranteed to employees using the following guidelines:

1. When an employee is incapacitated for the performance of their duties due to illness, injury, pregnancy, and/or confinement. This will also coincide with the Family Medical Leave Act (FMLA) if it is a qualifying event.
2. If an employee's immediate family (parent, spouse, child, step child, step parent) is suffering from an illness or injury, up to forty (40) hours of sick leave may be utilized. An additional forty (40) hours of the employee's sick leave can be used for an employee's immediate family (parent, spouse, child, step child, step parent) if verification of the illness or the appointments are provided to the supervisor and/or department head when the additional hours are used. The total hours used cannot exceed 80 hours.
3. For a medical, dental, or optical examination or treatment.
4. When, through exposure to illness, the presence of the employee at his/her post of duty would jeopardize the health of others.
5. For the birth of a child.
6. The Department Supervisor may require a doctor's certification to establish the employee illness.
7. When an employee's sick leave extends beyond three (3) workdays, the City may require a doctor's certification clearing the employee for a return to work.

Section 6.3 An employee absent from work due to illness or disability shall notify his/her immediate Supervisor before scheduled to work, or as soon as possible. If an emergency situation exists, indicate the nature of the situation and the expected length of absence. If an employee is absent three (3) consecutive days without proper notification he/she will be considered to have voluntarily resigned his/her position. Any employee found to have abused his/her sick leave privileges may be subject to disciplinary action.

Section 6.4: Carry-Over of Sick Leave Sick leave benefits not used during the calendar year in which they were earned may be carried over and used during the succeeding calendar years.

Section 6.5: Reimbursement of Accrued Sick Leave Upon retirement from employment with the City prior to January 1, 2021; as defined by the South Dakota Retirement System, twenty-five percent (25%) of the accrued sick leave balance will be reimbursed at the employee's current wage rate. Upon separation of employment other than retirement prior to January 1, 2021, an employee will be eligible for a payout of 1% per year of service of their accrued sick leave retroactive to their first year of employment, starting at the beginning of year 6 under the condition the employee separated on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment is 25%.

Retirements that occur after January 1, 2021: Upon retirement from employment with the City after to January 1, 2021; as defined by the South Dakota Retirement System, twenty-five percent (25%) of the accrued sick leave balance, up to a maximum of 1,500 hours will be reimbursed at the employee's current wage rate. Upon separation of employment other than retirement after January 1, 2021, an employee will be eligible for a payout of 1% per year of service of their accrued sick leave, up to the maximum of 1,500 hours retroactive to their first year of employment, starting at the beginning of year 6 under the condition the employee separated on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment in either scenario is 25% of 1,500 hours.

Section 6.6 The City shall treat Maternity Leave the same as any other temporary disability. Three (3) days' sick leave shall be granted, upon request, for paternity leave. Up to five (5) full days may be granted if there are medically verified complications with the mother or child. All sick leave under this section shall be taken within the first thirty (30) days following the birth and/or adoption of the child.

Section 6.7 Workers Compensation. South Dakota Workers' Compensation Law requires that an employee report all work-related injuries or illnesses within three (3) days knowledge of the occurrence. If any injury should occur, notify your supervisor or the Human Resources Department immediately.

This fund is designed to protect employees against medical costs and salary loss as a result of injuries while on the job. The City pays the contribution cost for this coverage. If an employee is injured on the job, all eligible work-related medical costs would be paid as well as the compensation rate for salary loss as set by the State of South Dakota.

Any employee involved in any on-duty accident shall immediately report accident and any physical injury sustained to his/her Supervisor. When required by the City, the employee before starting his/her shift, shall complete an accident report on forms furnished by the City and shall supply all available names and addresses of witnesses of accident. The employee shall receive a copy of the accident report that is submitted to the employer.

Failure to comply with this policy may be grounds for disciplinary action by the City. All employees shall also immediately report all safety hazards to his/her Supervisor. In the event an employee encounters an open and obvious danger at the work site, he/she may refuse to work at such site until such time as proper safety measures and/or tools are available.

A full-time employee injured on the job and in the line of duty, and who is, by direction of a medical doctor temporarily unable to work, and who is entitled to workers compensation payments shall be allowed up to 90 eight-hour days (or 42 twenty-four hour days for 24 hour shift employees) of injury leave without charge to the employee's sick leave account. The rate of pay while on injury leave shall be the difference between the employee's regular daily rate of pay (gross) being received at the time of injury and the employee's daily benefit entitlement under the applicable Workers' Compensation Law.

An employee who has used the entire injury leave benefit provided by this section (i.e. 90 eight hour days or 42 twenty-four hour days) may elect to use accumulated sick or annual leave, on a day for day non pro-rated basis, to continue receiving the difference between his daily regular gross pay, and his daily Workers' Compensation benefit as provide above.

Employee benefits shall continue uninterrupted while an employee is on injury leave as defined by this section, including while sick or annual leave is applied. Annual, sick, and holiday leave, earned while on injury leave, shall accrue at the employee's regular rate.

The City may at any time require examination or re-examination of an employee by a medical doctor for the purpose of determination of continued eligibility for injury leave benefits.

Section 6.8: Sick Leave Donations In the event an employee has a serious or life-threatening illness, the employee or Department Head may submit a request for the Sick Leave Donation by completing the required form in appendix E of this document. The completed Sick Leave Donation Request Form will be submitted to the Human Resources Office.

The Sick Leave Donation Request form should also include any relevant information that the applicant wishes to disclose to the committee and donating employees related to his/her condition. It should be noted that the employee's signature on the Sick Leave Donation Request Form authorizes the release of the information the employee has elected to disclose. The Sick Leave Donation Committee will review the request form to determine eligibility to receive donated hours from other employees.

The Committee shall consist of two (2) members of the union, two members from management, and the Human Resources Director. The Committee will determine if the applicant is approved for donations. The decision to grant such a request lies solely at the Committee's discretion, and is not subject to the grievance procedure.

The Employee will be notified of the approval of denial of the request. If approved, the Human Resources Office will notify employees of the request for a sick leave donation to solicit donations. Donation forms can be sent to the City Human Resources office until the donation period has ended. Once donation forms have been received, the Human Resources Office will submit them for processing.

Upon approve the following guidelines apply:

1. Maximum of two hundred (200) hours of donated time in a 12-month period (counted from the first date of donated sick leave used)

2. No requests for less than five (5) working days will be accepted, unless those days are to be added on to an already in progress leave of more than ten (10) days.

3. Employees approved for donations must use all sick leave, accumulated vacation, and compensatory time prior to receiving any donated hours.

4. Donating employees are allowed to donate a maximum of forty (40) hours for each request received; the donating employee's sick leave accrual balance cannot be less than one hundred twenty (120) hours after donating sick leave.

5. Leave requested must meet the guidelines by the IRS for the use or donation of leave to avoid additional tax penalties to the donating employee or to the employee receiving donated leave.

6. The Committee will set the ending date for the donation period.

If a request is denied a letter will be provided to the requesting employee via email or hand delivery.

ARTICLE 7: FUNERAL LEAVE

Section 7.0 A paid funeral leave of up to three (3) days will be granted to any regular full-time employee to attend the funeral of a member of his/her family. A member of his/her family shall be interpreted to mean husband, wife, son, daughter, father, mother, brother, sister, grandmother, grandfather, grandchild, step-son, step-daughter, step-father, step-mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law of the employee, or domestic partner, or spouse's equivalent.

Section 7.1 Funeral Leave as set forth in Section 6.0 shall be with full pay and benefits and shall not be deducted from any other paid leave.

ARTICLE 8: INSURANCE AND PENSION

Section 8.0 The City offers major medical insurance to all eligible employees upon written application. The City reserves the right to make program modifications to the Employee Benefit Plan as may be necessary from time to time to maintain and improve the effectiveness, quality and cost-effectiveness of the plan. This plan is negotiated yearly by the insurance committee and agreed to by the City Council.

Section 8.1 Health and Dental Insurance Benefits for newly hired regular full-time employees are effective the first day of the month following thirty (30) days of employment.

Section 8.2 There shall be a Health Insurance Committee appointed by the Mayor, and shall include one employee chosen by the Union. The committee shall review the health insurance plan annually. The committee shall request and review bids for the health insurance plan when deemed necessary.

Section 8.3 The City will not make any change in the health and dental insurance coverage during the contract year without negotiations with the Union except for changes mandated by state or federal law or the provider.

Section 8.4 In the event of an employee's termination of employment (except for gross misconduct) or reduction of hours, the employee, spouse, and dependent children are entitled by law to purchase continuing health care coverage under the City's group plan for up to 18 months. If the employee or any family member is disabled, the disabled individual and non-disabled family members are entitled to an additional 11 months of continuation coverage. In the event of an employee's death, divorce, legal separation, or retirement the employee's family have the option of purchasing continuing coverage under City's group health plan for up to thirty-six (36) months.

Employees or qualified beneficiaries electing extended coverage (COBRA) are responsible for paying the cost of the extended health care coverage. The purchase price of continuing coverage is the full cost of the premium the City pays for similarly situated active employees, plus administrative costs. During the eleven (11) months of extended coverage for disabled employees or their family members, the cost of the premium rate may increase. By enrolling in the Health Care Continuation Plan (COBRA), employees and his/her family members receive the benefit of purchasing the same extensive coverage provided to active employees at favorable group rates.

This continuing coverage terminates before the expiration of the 18-, 29-, or 36- month period if the employee or qualifying family members becomes covered under another group health plan that provides comparable

benefits and does not penalize the newly covered individual(s) for preexisting conditions. The City's continuing coverage also terminates if premiums are not paid on time or if the City discontinues all of its group health plans for all employees.

In order for the City to meet its legal obligations in providing continuing health care coverage, all employees must inform the Human Resources Department within sixty (60) days of a change in status such as divorce or legal separation or when a dependent child reaches 26 years of age. It also is essential that the Human Resources Department have a current address for all employees and family members. This policy statement is a brief description of the Health Care Continuation Plan and does not fully explain employee's rights. Employees should read the notice he/she receives when he/she first enrolls, or upon termination, in the group health plan or the Summary Plan Description for a full explanation. Copies of the notice and Summary Plan Description can be obtained from the Human Resources Department.

All benefits granted in this Section are subject to change due to State or Federal law mandates.

Section 8.5 The City shall provide each employee with a $15,000.00 term life insurance policy at no cost to the employee.

Section 8.6 The City shall provide dental insurance with benefits as negotiated by the insurance committee and agreed to by the City Council. The City shall pay one hundred per cent (100%) of the premium for employee coverage.

Section 8.7: Retirement Benefit An employee hired prior to January 1, 2016, who retires from the City of Mitchell through SDRS or who is accepted into the SDRS Disability Program may elect to remain in the health insurance plan until he or she reaches the age of 65 or otherwise qualifies to enroll in the Medicare program, the Exchange, or the retiree qualifies for a different health plan through another employer. The retiree must pay 100% of premium cost to remain enrolled in the City health insurance plan. An employee's spouse is eligible for enrollment in the City health insurance plan only if enrolled prior to the employee's retirement. An employee will not be able to add a spouse to the plan except during regular open enrollment times. A discount on the retiree rate will be granted to retirees that meet the following stipulations: (a) the employee must have completed 10 consecutive years of service with the City of Mitchell, and (b) the employee must be retired through SDRS or SDRS Disability, and satisfy the following conditions: Class A employees must be age 60 or older, Class B Public Safety employees must be age 50 or over and meet the Rule of 75, and those on SDRS Disability do not have age requirements. The discounted rates are available only to those employees hired prior to January 1, 2013.

ARTICLE 9: LEAVES OF ABSENCE

Section 9.0 Employees shall be eligible for leave of absence without pay for up to ten (10) days duration with prior approval from their Department Head. The leave may be extended beyond the ten (10) day limit for good reasons. Leaves of absence shall not be denied without good cause. Before being eligible for a leave of absence the employee must have exhausted all vacation benefits.

Section 9.1 Employees while on leave of absence shall accrue seniority and benefits and employees shall be returned to the position they held at the time the leave of absence was granted when they return from the leave of absence.

Section 9.2 Employees who are summoned for jury duty or if legally required to testify as a witness on city matters during assigned work hours shall receive their regular pay. Any juror fees received for serving on the jury will be returned to the City. Mileage and expenses reimbursement shall be retained by the employee.

Section 9.3 Any employee who is a duly qualified member of any Reserve Component of the United States Armed Forces shall be entitled to receive military training with the armed forces of the United States and shall be entitled to a leave of absence from City work for a period not to exceed fifteen (15) work days, in any one military fiscal year. At the conclusion of such service, the employee shall be entitled to return to city employment without loss of status, pay, or seniority, provided the employee is still able to perform the duties of the city position. The employee shall give the Department Head at least thirty (30) work days' notice of the need for Military Training Leave prior to the time of the leave. The employee must return to the city position immediately upon being relieved from such military service and not later than the time herein limited for such unless prevented from so returning by physical or mental disability or other such cause not due to the employee's own fault, or unless the employee is required by proper authority to continue in such military service beyond the time herein limited for military training leave. An employee may be eligible to receive the difference between their military pay received and their authorized salary, provided that the military pay is less than the authorized City salary. This difference may not be paid to exceed fifteen (15) regular working days in any one (1) calendar year. In order to receive compensation, the employee must file a statement of earnings from the military with the Finance Department payroll clerk. The period of military service will be counted as full service with the City for the purpose of accruing leave.

Section 9.4 Any employee who enlists or is called into Active Duty for the military service or the United States or who, voluntarily enlists for active duty shall be granted military leave for the time necessary to permit completion of the military service.

In order to have re-employment rights, a person leaving active duty in the military service of the United States must apply to the city for re-employment within 90 days after his/her separation from active duty, or within 90 days after his/her release from hospitalization continuing after such separation for not more than one year. This applies to inductees and enlistees, as well as to reservists and National Guard members performing full active duty, as opposed to initial duty for training, or active or inactive duty training, or other active duty where different re-employment rights are defined by Federal Statute.

Section 9.5 Any employee who requests a leave of absence because of official Union business shall receive an unpaid leave of absence not to exceed ten (10) days per year. No more than five (5) employees may use leave of absence at one time.

ARTICLE 10: HOURS OF WORK

Section 10.0 The forty (40) hour workweek shall begin at 12:00 AM Sunday and end at 11:59 Saturday.

Section 10.1 During a regular scheduled day of eight (8) continuous hours or more an employee shall be entitled to a lunch period of not more than one (1) hour and two paid fifteen-minute breaks. The lunch period of thirty to sixty (30-60) minutes may be unpaid if uninterrupted. Employees who work less than an eight (8) continuous hour shift are entitled to one fifteen-minute paid break every four (4) hours worked. Shift workers and employees working in varied work locations or stations shall take breaks when able during the shift.

Section 10.2 Except for emergency situations, work schedules shall not be changed without one week notice unless the changes are mutually agreed upon by the Union and the City.

Section 10.3 Flex scheduling is defined as "an occasional alteration of the start/stop time in the regularly scheduled work hours". This arrangement may be allowed if the schedule or work permit and it is mutually agreed upon by both employee and supervisor.

Section 10.4 The City payroll is biweekly systems in which you receive pay every two (2) weeks. The normal pay periods consist of two forty (40) hour workweeks, making a total of 80 hours. Payday falls every other Friday following the close of a pay period at 11:59 PM on the preceding Saturday. All payroll is direct deposited on the appropriate day.

Section 10.5 In the event of inclement weather or emergency, the Mayor may close City Hall or other City offices for a period of time designated by the Mayor. If the Mayor closes City Hall or other non-essential City Offices, then an employee who was scheduled to work in the closed office during the closure period may choose to: (i) use accrued vacation time, (ii) use accrued compensatory time, (iii) use unpaid time, or (iv) work the hours as normal. No employee is entitled to any additional compensation, increased rate of pay, or additional paid leave of any type due to a closure for inclement weather or emergency. If additional compensation or leave is awarded to any city employees in relation to a closure during normal business hours (Monday- Friday 8- 5pm) for inclement weather or emergency, the same will be awarded in equal amounts to employees who are required to stay and work during the closure period that occurred during normal business hours (8-5 pm Monday- Friday).

ARTICLE 11: WAGES

Section 11.1 The wage rates for 2026 are attached as Appendix A and include a 3% increase from the 2025 wage rates.

Section 11.2
The wage rates for 2027 will be increased by the July 2026 Midwest CPI-U, with a minimum increase of 2% and a maximum increase of 4%. If the July 2026 Midwest CPI-U is below 2%, the wage rates will be increased by 2%. If the July 2026 Midwest CPI-U is above 4%, the wages will be increased by 4%. The City will provide the Midwest CPI-U to the Union by August 31 (if it is publicly available).

Section 11.3
The wage rates for 2028 will be increased by the July 2027 Midwest CPI-U with a minimum increase of 2% and a maximum increase of 4%. If the July 2027 Midwest CPI-U is below 2%, the wage rates will be increased by 2%. If the July 2027 CPI-U is above 4%, the wage rates will be increased by 4%. The City will provide the Midwest CPI-U to the Union by August 31(if it is publicly available).

Section 11.4 The City shall provide a clothing allowance of up to $250.00 per year as approved by the supervisor. The City shall also provide any clothing mandated by state of federal law.

Section 11.5 In addition to the above wage rates, each bargaining unit employee hired prior to January 1, 2020 shall receive longevity pay according to the following schedule: Fifty dollars ($50) per year for each year of service completed to be paid in a separate check in the first pay period in December annually.

Section 11.6 The City shall reimburse employees for the use of their personal vehicle for City business at the applicable State rate. If a City vehicle is not available it shall be at the higher rate. If a City vehicle is available it shall be at the lower rate.

Section 11.7 The City shall pay for required DOT physicals for bus drivers.

Section 11.8 During the term of this collective bargaining agreement and/or any extensions thereof, should any recognized bargaining unit reach a signed agreement that results in higher wage increases or across-the-board benefits than provided to bargaining unit employees represented by AFSCME Local 2922 for each respective year of the Agreement, the City agrees to adjust the wages and across-the-board benefits of AFSCME bargaining unit employees to the equivalent amount.

Section 11.9 Employees are eligible for a step increase annually, on their anniversary date, if they receive a satisfactory performance rating for the prior 12 months to receive the step increase as shown in the pay plan.

ARTICLE 12: FAMILY AND MEDICAL LEAVE

Section 12.0 The Family and Medical Leave Act of 1993 (FMLA) guarantees the right of eligible employees to take up to a total of twelve (12) weeks of leave per year, either in one continuous absence or on an intermittent basis, for one or more of the following reasons:

(a) Upon the birth of the employee's child;

(b) Upon the placement of a child with the employee for adoption or foster care;

(c) When the employee is needed to care for a child, spouse, or parent who has a serious health condition; or,

(d) When the employee is unable to perform the functions of their position because of a serious health condition.

(e) Employees with a spouse, son, daughter, or parent on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-weeks entitlement to address certain qualifying exigencies. Eligible employees may take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

Section 12.1 If the employee has accrued paid time available the employee shall utilize the paid time available prior to any unpaid leave during the FMLA 12 week leave.

Section 12.2 During the term of family or medical leave, the employee shall receive any group health, life and dental benefits that were in effect at the time of the commencement of such leave or new benefits which are provided by the employer during the FMLA leave. Group health, life and dental insurance shall be continued in force for the duration of family or medical leave and the City shall continue to pay that portion of benefits normally paid by the employer.

Section 12.3 During the FMLA leave, the employee shall remain on the seniority list and continue to accrue seniority.

Section 12.4 Upon expiration of an absence under this article, the employee shall be reinstated to the same position held at the time such leave commenced or an equivalent position with the same or an increase in pay, benefits, and other terms and conditions of employment. No employee shall be interfered with, discriminated against, disciplined, or otherwise restrained from exercising their rights under the Family and Medical Leave Act.

ARTICLE 13: CALL IN PAY

Section 13.0 Any employee called in to work outside of their regularly scheduled work shift shall be paid for a minimum of two (2) hours work at one and one-half (1 1/2) times their regular rate of pay. In the event that the employee is required to work longer than one hour such employee shall be paid one and one-half (1 1/2) times their regular rate of pay for all hours worked which are outside of their regularly scheduled work shift.

Section 13.1 If the call time assignment and the employee's regular shift overlap, the employee shall be entitled to work his regular shift.

Section 13.2 If called in to work before the beginning of the scheduled shift, an employee may request compensatory time, in lieu of overtime pay. Compensatory time or call-in pay shall be paid at the rate of 1 ½ times the number of hours actually worked.

Section 13.3 Call-in Pay shall be classified as an overtime class of pay.

ARTICLE 14: OUT OF CLASS PAY

Section 13.0 Any employee who is required to do work in a higher pay range shall receive the higher rate of pay for all hours worked in that classification.

ARTICLE 15: ON-CALL PAY

Section 15.0 An employee who is scheduled for on-call time during other than normal working hours shall receive on call compensation in the amount of eight (8) hours per week.

Section 15.1 The employee shall be paid in accordance with Section 12.0 if called in to work.

Section 15.2 Department Heads shall prepare an on-call list and make it available for all employees concerned. Employees who are on call shall not trade on call dates without the approval of the Department Head.

ARTICLE 16: OVERTIME

Section 16.0 Overtime is defined as the cumulative hours that are worked in all classifications in addition to the cumulative forty (40) hours worked in all classifications in a one-week period.

Section 16.1 Overtime shall have the prior approval of the Department Supervisor. Such request and determination of overtime/comp time shall be reduced to writing on the prescribed form and filed with the Finance Officer promptly along with the employee's time sheet.

Section 16.2 Overtime shall be compensated at the rate of time and a half (1 ½) the regular rate of pay for each hour worked over forty (40) hours cumulative in all classifications. If an employee is paid at more than one rate during the workweek, then regular rate of pay shall mean the averaged (weighted rate according to FLSA) hourly rate for the week.

Section 16.3 Comp time, annual leave hours (vacation), and sick leave hours paid for but not worked shall not be used for the purpose of computing any overtime.

Section 16.4 Holiday hours shall count as time worked in computing overtime pay.

Section 16.5 If an employee works overtime, the employee may, with the approval of the Department Head or designee, choose to take compensatory time instead of overtime pay. Compensatory time shall be awarded at the rate of one and one-half (11/2) hours of compensatory time for each hour of overtime worked. The days to be taken off shall be at the option of the employee with the approval of the Department Head or designee. An employee may accumulate no more than eighty (80) hours of compensatory time off. Compensatory time balances will be reduced to twenty (20) hours on December 1st of each year. Any Compensatory time above twenty (20) hours as of December 1st will be paid out to the employee before December 31st with the longevity check in December. Upon termination of employment, the employee will be paid for any unused comp time.

Section 16.6 Overtime is to be distributed equally to all employees of a department. If an employee is requested to work overtime and because of other conditions and commitments cannot perform the overtime work assigned, then the Supervisor will attempt to find a qualified employee to work the overtime. The employee scheduled to work the overtime shall immediately notify the Superintendent of any conflict so that the Supervisor may select and obtain a qualified employee to perform the overtime work prior to the conclusion of the workday.

ARTICLE 17: SENIORITY

Section 17.0 Seniority shall mean an employee's length of continuous service with the city since their last date of hire. The principal of seniority shall govern and control in all conditions of employment. An employee's continuous service shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in service.

Section 17.1 The City will provide the name and the department of a new eligible employee to the Union President within 10 business days of the employee's start date. No employee shall be added to the seniority list until they have completed six (6) months of service with the City. All employees hired by the City shall for the first six (6) months be on probationary status. During the probationary period the employee shall have no

seniority status, and may be laid off terminated at the sole discretion of the city without regard to their relative length of service. Probationary employees shall be entitled to receive the City health insurance and dental plans on the first of the month following thirty (30) days of employment, and City retirement plan, sick leave, vacation, and paid holidays from the date of hire.

Section 17.2 The employer shall keep the seniority list up to date at all times and will post an up to date seniority list on department bulletin boards. A copy of the seniority list shall be furnished to the Union when it is posted.

Section 17.3 If a job is to be consolidated, or eliminated (other than by retirement or voluntary separation) which would result in the elimination of a job or lay-off of an employee, the City shall do the following:

(a) Provide sixty (60) days' notice to the Union and employee.

(b) Within sixty (60) days of the Union's receipt of notice of lay-off an employee whose job is eliminated may bump an employee with less seniority in any City department provided that the employee meets the minimum qualifications of the job. An employee who is bumped by an employee with more seniority shall then be allowed to bump an employee with less seniority in any department provided that the employee meets the minimum qualification of the job. Employees who bump into another position must be able to do the new job within thirty (30) work days.

(c) Employees who bump into a position shall be placed on the step within the corresponding pay grade for the new position based on the employees' prior and related experience. This determination shall be made by the appropriate management personnel but subject to the grievance procedure.

(d) Any employee whose job is eliminated or who lost his position by being bumped under paragraph (b) will be placed on a lay off status in accordance with the terms of this contract and may apply for open positions as provided in Section 16.4.

(e) In the event that an employee terminates employment due to FMLA leave expiration, and that employee is rehired by the City to an open position within twelve (12) months of the termination; the employee's prior years of service will be recognized for the purposes of vacation accrual only, as if their employment had been continuous upon the rehire.

Section 17.4 Transfers and promotions shall be posted City wide for five (5) working days. The City may advertise AFSCME job openings to the general public at the same time but city employees shall be given first chance to fill the job if they have the ability and qualifications. The City shall award all job openings based on seniority, qualifications, and ability. Employees are not eligible for transfers and/or promotions during their initial -month probationary period unless no other non-probationary employees apply for the opening prior to the closing date of the job posting.

Section 17.5: Trial Period Should a transferred or promoted employee decide within 14 calendar days of transfer to return to their former position, the employee shall make the request to their current department head and shall be returned to their former position within 14 calendar days, if that former position has not yet been filled or eliminated. Should a transferred or promoted employee request to return to their former position after the 14-calendar day requirement, the request shall be decided based on the vacancy status of the position.

The employer may return the employee within 30 calendar days to their previous position during the trial period if they are not able to carry out the duties of the position to which they had been transferred or promoted, if that former position has not yet been filled or eliminated.

ARTICLE 18: GRIEVANCE PROCEDURE

Section 18.0 Definitions:

A. Grievance: A complaint by an employee, or a group of employees, based on an alleged violation, misinterpretation or inequitable application of any existing agreement, contract, ordinance, resolution, policy, rule, regulation or law.

B. Employee: An employee of the City and may include an individual or group of employees who are similarly affected by a grievance.

C. Days: All days referred to shall be calendar days.

Section 18.1 Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement, contract, ordinance, resolution, policy, rules, regulations and laws, may be processed during working hours without loss of pay and shall be settled as hereinafter set forth.
Section 18.2 Step One: The employee, and/or his Union representative, who feels that he has a dispute or grievance shall discuss the matter with the supervisor within twenty-one (21) days of the event leading to the dispute or grievance, or the employees' knowledge of its occurrence. The Supervisor shall attempt to resolve the matter within fourteen (14) days.

Section 18.3 Step Two: If the matter is not resolved at Step One, the Union representative, or his designee, with or without the employee, shall present in writing the grievance or dispute to the Department Head within fourteen (14) days of the meeting with the Supervisor. The Department Head shall attempt to adjust the matter and shall respond, in writing, to the Union representative and the employee within fourteen (14) days.

Section 18.4 Step Three: If the matter is not resolved at Step Two, it shall be presented to the Human Resource Director within fourteen (14) days from the date of the written response of the Supervisor. The HR Director shall hold a hearing to investigate and resolve the matter within fourteen (14) days of receipt of the grievance. The HR Director shall respond in writing, to the Union and the employee within fourteen (14) days of the hearing.

Section 18.5 Step Four: If the matter is still unsettled, either party may, within thirty (30) days after the reply of the HR Director, submit the matter to the South Dakota Department of Labor, Division of Labor and Management for resolution.

Section 18.6 Either party may appeal the decision of the Department of Labor as prescribed by law.

Section 18.7 An employee who has been dismissed or suspended may submit a grievance starting at Step Three of the grievance procedure.

Section 18.8 In the event the employee filing the grievance, or alleging and asserting that a dispute exists, or in the event that the Union files a grievance or alleges a dispute, fails to comply with any time limitation herein such failure shall constitute a withdrawal of the grievance or claimed dispute. The failure of the City to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy. Time limitations may be extended by mutual agreement of the parties in writing.

Section 18.9 No employee or group of employees shall be reprimanded, disciplined, or discriminated against for exercising their rights under this Article.

Section 18.10 An employee who is called into any conference, interview, or meeting that could in any way lead to being disciplined or terminated or have any effect on his/her personal working conditions shall have the right to be represented or not represented by a union representative of their choice. Without union representation the employee may choose not to participate in the meeting.

ARTICLE 19: DISCIPLINARY ACTIONS

Section 19.0 No employee shall be disciplined or discharged without just cause. If just cause is determined, disciplinary action shall be progressive considering the seriousness of the offense and the past record. Rules, orders, and penalties shall be reasonable and applied evenly and without discrimination.

Section 19.1 If just cause is determined, disciplinary action may include any of the following:

1. Reprimand: The Supervisor may reprimand any employee for just cause. Such reprimand will be in writing and addressed to the employee. A signed copy will be placed in the employees' personnel folder with a copy to the Union.

2. Probation: Upon finding just cause, the employer may place an employee on probation for a period of not more than six (6) months. A written notice of such action will be issued by the Department Head or designee to the employee with a copy to the Union.

3. Suspension: The Employer may suspend without pay any employee for just cause for a period or periods not to exceed forty work days in a twelve-month period; no single suspension will be more than ten (10) working days. The Department Head or designee will notify the employee concerned in writing no later than one (1) day after the suspension is made effective. A copy of the written notification, which will include reasons for and the duration of the suspension, will be placed in the employee's file. A copy of the written notification shall be given to the Union.

4. Dismissal: The Employer shall not dismiss any employee without just cause. The employee involved will first be suspended with pay for a period of one (1) working day. The employee shall have the right to receive a written statement of the reasons for dismissal, which shall be provided to the employee at the time of the dismissal. A copy of the statement will be placed in the employee's personnel file and a copy to the Union.

Section 19.2 Records of disciplinary action shall be maintained in the employee's personnel folder but time in effect shall be limited to one (1) year.

Section 19.3 Any disciplinary action may be the subject of the grievance procedure as set forth in Article 18 of this contract.

ARTICLE 20: DISCRIMINATION

Section 20.0 The City will not interfere with, restrain or coerce the employees covered by this agreement

because of membership in or activity on behalf of the Union. The City will not discriminate in respect to: hire, tenure of employment or any term or condition of employment against any employees covered by this agreement because of membership or activity on behalf of the Union, nor will it discourage or attempt to encourage membership in another Union. Neither the City nor the Union will engage in any discriminatory practices contrary to any existing federal law or regulation or any amendment of the same, or any state law or regulation or any amendment to the same, and the City and the Union will not discriminate against any employee on account of race, color, national origin, sex, creed, age or disability.

Section 20.1 The City shall not discriminate against any employee with respect to their employment with the City.

ARTICLE 21: SAFETY

Section 21.0 The City shall provide a safe and healthful workplace for all employees and correct all hazards. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 21.1 An employee shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any unsafe piece of equipment or work in any unsafe work situation.

Section 21.2 The City and the Union shall have a joint Safety Committee composed of eight (8) members; four (4) appointed by the City and four (4) appointed by the Union. The Safety Committee shall assure that proper safety and health standards are maintained. They shall identify workplace health and safety problems and make recommendations for corrective action. This committee shall meet at least every other month, or at the call of any member.

Section 21.3 The City shall provide employees with all necessary safety equipment. Questions on equipment necessity shall be referred to the Safety Committee.

Section 21.4 The City shall establish and maintain a program for adequate safety training in each department.

Section 21.5 Employees and the Union may exercise all legal rights to secure a safe and healthful workplace without threats, loss of pay, or other reprisals of any kind.

Section 21.6 In positions that require the operation of a commercial vehicle, and therefore necessitates the possession of a valid Commercial Driver's License (CDL), the City will allow new employees to obtain such certification within six (6) months of their start date.

ARTICLE 22: COMMITTEE FOR UNION – MANAGEMENT COOPERATION

Section 22.0 The parties recognize that during the period in which this agreement is in effect, problems of administration of this agreement may arise which is not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union if both the City and the Union continue efforts to gain a better appreciation and understanding of each other's problems and objectives.

Section 22.1 The committee formed as a part of this Article shall meet at least twice a year. Either party may request additional meetings if desired with 1 week notice. It is understood that such meetings will be held for the purpose of appraising and discussing problems, of the Agreement or other matters which either party believes will contribute to the improvement in the relations between them within the framework of this

agreement. This committee shall not serve as a continuation for negotiations.

Section 22.2 The committee shall be composed of three (3) members designated by the Union and three (3) members designated by the Human Resources Director. Subject to mutual agreement of the respective members of the committee, The Federal Mediation Conciliation Services shall provide training to the Labor Management Committee to ensure the principles, benefits and philosophy of the committee be fulfilled.

Section 22.3 Minutes shall be kept of all meetings and shall be distributed to the City and the Union.

ARTICLE 23: ALTERATION OF AGREEMENT

Section 23.0 No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees with the City, and in no case shall be binding upon the parties of this contract unless such agreement is made and executed in writing between the parties of this contract.

Section 23.1 Any and all privileges enjoyed by the employees prior to this agreement will not be denied to them because of the execution of this agreement, unless the parties, through collective bargaining, mutually agree to change or have specifically waived any of these privileges.

ARTICLE 24: SAVINGS CLAUSE

Section 24.0 If any section, paragraph, sentence, clause, phrase, or other part of this agreement is determined, or declared to be contrary to, or in violation of, any State or Federal Law, the remainder of this agreement shall not thereby be affected or invalidated. Such section declared invalid shall be renegotiated within thirty (30) days from the date of declaration of invalidity for amendment to this contract.

Section 24.1 The terms and conditions of this agreement shall supersede ordinances and resolutions wherein there is a conflict with the terms of this agreement and if enacted may be challenged by the Union.

ARTICLE 25: CHECKOFF

Section 25.0 Upon written request to the City Finance Officer by employees, payroll deductions from wages of an amount equal to the regular monthly dues applicable to members of AFSCME Council 65. shall be made by the City each pay period. Further, the deduction shall be sent to AFSCME Council 65.

Section 25.1 If an employee wishes to revoke their authorization for the City to withhold union dues from their pay, a written request to do so must be presented to the City between November 9 -24 on the form provided in Appendix D. The revocation of the employee's authorization will become effective on January 1st of the following year and from that date forward, no additional dues will be withheld from that employee's pay.

Section 25.2 When an employee remains employed in a position represented by AFSCME this authorization shall be automatically renewed from year to year unless an employee revokes it in writing during the window period described in Section 24.1 above.

Section 25.3 Any changes in the amount of dues to be withheld by the City shall be furnished to the City Finance Officer, in writing, by the Union. This notice shall be submitted to the City at least twenty (20) days in advance of such change.

Section 25.4 A list of those employees signing such authorization and the amount withheld will be furnished to the Union at the time of the remittance of the same.

Section 25.5 Payment by the City of the amount withheld shall be made to the Union no later than the 10th day of the month immediately following the month for which such dues were collected.

ARTICLE 26: CONDUCT OF UNION AFFAIRS

Section 26.0 The City agrees that during working hours on the City's premises and without loss of pay, Union representatives shall be allowed to spend a reasonable amount of time to perform the following:

1. Post union notices.
2. Distribute union literature.
3. Transmit communications authorized by the Union or its officers to the employer or its representative.
4. Investigate and process grievances, pursuant to the provisions of Article 18 of this Agreement, and to consult with the City or its representatives, Union officers or representatives concerning the enforcement of any provisions of this Agreement, providing that such times shall not be used in computing weekly overtime.
5. Attend contract negotiations sessions with the City, provided that such time shall not be used in computing weekly overtime.

Section 26.1 The employer agrees that the accredited representatives of the Union shall have full and free access to the premises of the employer during normal working hours to meet with members of the bargaining unit, and shall give notice.

Section 26.2 The employer will provide bulletin boards in each department, which may be used by the Union for the posting of official union business or matters.

Section 26.3 Members of the Union elected to attend a function of the Union such as educational conferences and conventions shall be granted leave of absence using paid benefits or without pay, to attend such conferences or convention. The City has the right to limit absences for the orderly operation of each department subject to the grievance procedure.

Section 26.4 Employees must provide notice the supervisor and department head of union meetings and time away from work to conduct union affairs.

ARTICLE 27: OUTSIDE EMPLOYMENT

Section 27.0 All City employees shall immediately report engagement in secondary work or business activities, which shall be subject to City approval, and provided that:

a. Employment with the City of Mitchell is considered primary employment of the individual working in a full-time capacity.

b. The outside employment does not interfere with the proper discharge of his or her normal duties and responsibilities or negatively impact the integrity and credibility of the City.

c. The employee does not wear any City uniform or insignia on any clothing that refers to the City of Mitchell. The employee does not avail himself or herself of City equipment, records, documents, files, or services.

d. The employee in no way exploits his connection with the City of Mitchell.

e. Such employment is not contrary to federal, state or local law.

f. City approval for such employment shall not be unreasonably withheld.

g. Prior to taking any action related to outside employment based upon the above paragraphs, written notice of the non-approval or withdrawal of approval shall be given to the employee, union and Human Resources.

Section 27.1 The City shall not be held liable for any of the employee's activities directly related to his outside employment.

ARTICLE 28: DOMESTIC VIOLENCE LEAVE

Any AFSCME bargaining unit employee who becomes the victim of Domestic Violence shall be allowed to use up to ten (10) days of sick leave, compensatory time, and/or vacation in order to handle legal affairs, secure safe housing accommodations for themselves and family, and recover from any injuries or trauma inflicted. In the event the employee does not have accrued leave as stated, the City will advance the leave to the employee to be "repaid" when accrued from vacation, sick leave, and/or compensatory time. A rolling 12 month calendar will be used from the first use of leave; and leave must be used in a minimum of 4 hour blocks. The Employee may also request hours from the sick leave donation policy if the leave meets the qualifications of the sick leave donation policy.

ARTICLE 29: DURATION

Section 29.0 This Agreement shall be effective as of the 1st day of January, 2026, and shall remain in full force and effect until December 31, 2028

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing

no later than April 1 that it desires to modify, or renegotiate this agreement.

Section 29.1 In the event that such notice is given, negotiations shall begin no later than June 1. The Agreement shall remain in full force and effect during the period of negotiations or until mutually terminated thereafter, in writing, by the parties.

IN WITNESS WHEREOF, the parties below have set their hands this _____day of _____, 2025.

FOR AFSCME LOCAL 2922:

_____

_____

_____

FOR The City of Mitchell:

_____

_____

APPENDIX A: WAGES

2026 Compensation Plan- FT Positions- AFSCME

Section 1.0: The City recognizes the Union as the sole and exclusive bargaining agent for all the full time and regular part-time employees of the City of Mitchell, excluding elected officials, police officers, managers, confidential employees, exempt employees, seasonal and casual employees and supervisors

Dept	Division	Title	GRADE	Exempt Status	Union	Comment
PW	Utility	Wastewater Services Supervisor	19	NON-EXEMPT	AFSCME	supervisor
PW	Utility	Water Services Supervisor	19	NON-EXEMPT	AFSCME	supervisor
LIB		Adult & Young Adult Services Librarian	16	NON-EXEMPT	AFSCME	
PR	CEM	Cemetery Sexton	16	NON-EXEMPT	AFSCME	
LIB		Children's Services Librarian	16	NON-EXEMPT	AFSCME	
PW		Engineering Technician	16	NON-EXEMPT	AFSCME	
PR	REC	Recreation Coordinator	16	NON-EXEMPT	AFSCME	
LIB		Cataloguer	14	NON-EXEMPT	AFSCME	
PD		Code Enforcement Officer (non-certified officer)	14	NON-EXEMPT	AFSCME	
CS		Community Services Coordinator	14	NON-EXEMPT	AFSCME	
PW	SS	Mechanic	14	NON-EXEMPT	AFSCME	
PR	PARKS	Parks Crewleader	14	NON-EXEMPT	AFSCME	
FIN		Payroll and Accounts Receivable Technician	14	NON-EXEMPT	AFSCME	
PR	SPORTS	Sports Complex Crewleader	14	NON-EXEMPT	AFSCME	
PW	Traffic	Traffic Technician	14	NON-EXEMPT	AFSCME	
PW	SS	Heavy Equipment Operator	13	NON-EXEMPT	AFSCME	
CS		Transit Dispatch Coordinator	13	NON-EXEMPT	AFSCME	
PW	Utility	Utility Operator - Wastewater / Water	13	NON-EXEMPT	AFSCME	(2) Move to grade 14 with posession of Class II license, grade 15 with class III license. Placement follows the promotion policy.
PW	Utility	Waste Water Pre-treatment Assistant	13	NON-EXEMPT	AFSCME	(2) Move to grade 14 with posession of Class II license, grade 15 with class III license. Placement follows the promotion policy.
FIN		Accounts Payable Technician	12	NON-EXEMPT	AFSCME	
PW, CS		Administrative Assistant (1 PW 1 CS, I PW-SS)	12	NON-EXEMPT	AFSCME	
CP		Building Maintenance Technician	12	NON-EXEMPT	AFSCME	
GC	CEM	Cemetery Maintenance Technician	12	NON-EXEMPT	AFSCME	
GC	GOLF	Golf Specialist	12	NON-EXEMPT	AFSCME	
PR	PARKS	Parks Specialist	12	NON-EXEMPT	AFSCME	
PR	REC	Recreation Maintenance Specialist	12	NON-EXEMPT	AFSCME	
PW	SS	Refuse Collector/Driver	12	NON-EXEMPT	AFSCME	
PW	SS	Truck Driver and Equipment Operator	12	NON-EXEMPT	AFSCME	
FIN		Utility Billing Clerk	12	NON-EXEMPT	AFSCME	
PD, PR		Administrative Secretary	10	NON-EXEMPT	AFSCME	
PW	SS	Landfill Scale Master	10	NON-EXEMPT	AFSCME	
Pw	Utility	Non- Certified Utility Operator	10	NON-EXEMPT	AFSCME	(4) non-certified operators are hired at this level. Once certified they move to grade 13- Utility Operator I.
PR	Rec	Personal Trainer	10	NON-EXEMPT	AFSCME	
LIB		Circulation Assistant	10	NON-EXEMPT	AFSCME	
CS	TRAN	Transit Operator	11	NON-EXEMPT	AFSCME	
CP		Building Custodian	8	NON-EXEMPT	AFSCME	

City of Mitchell 2026 Compensation Plan

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	Grade
1	28,811	29,387	29,975	30,574	31,186	31,810	32,446	33,095	33,757	34,432	35,120	35,823	36,539	37,270	38,015	38,776	39,551	40,342	41,149	41,972	42,812	43,668	1
2	30,269	30,875	31,492	32,122	32,765	33,420	34,088	34,770	35,466	36,175	36,898	37,636	38,389	39,157	39,940	40,739	41,554	42,385	43,232	44,097	44,979	45,878	2
3	31,802	32,438	33,087	33,748	34,423	35,112	35,814	36,530	37,261	38,006	38,766	39,542	40,332	41,139	41,962	42,801	43,657	44,530	45,421	46,329	47,256	48,201	3
4	33,412	34,080	34,762	35,457	36,166	36,889	37,627	38,380	39,147	39,930	40,729	41,543	42,374	43,222	44,086	44,968	45,867	46,785	47,720	48,675	49,648	50,641	4
5	35,103	35,805	36,521	37,252	37,997	38,757	39,532	40,323	41,129	41,952	42,791	43,647	44,519	45,410	46,318	47,244	48,189	49,153	50,136	51,139	52,162	53,205	5
6	36,880	37,618	38,370	39,138	39,921	40,719	41,533	42,364	43,211	44,076	44,957	45,856	46,773	47,709	48,663	49,636	50,629	51,641	52,674	53,728	54,802	55,898	6
7	38,747	39,522	40,313	41,119	41,942	42,780	43,636	44,509	45,399	46,307	47,233	48,178	49,141	50,124	51,126	52,149	53,192	54,256	55,341	56,448	57,577	58,728	7
8	40,709	41,523	42,354	43,201	44,065	44,946	45,845	46,762	47,697	48,651	49,624	50,617	51,629	52,662	53,715	54,789	55,885	57,003	58,143	59,305	60,492	61,701	8
9	42,770	43,625	44,498	45,388	46,296	47,222	48,166	49,129	50,112	51,114	52,136	53,179	54,243	55,328	56,434	57,563	58,714	59,888	61,086	62,308	63,554	64,825	9
10	44,935	45,834	46,751	47,686	48,639	49,612	50,604	51,616	52,649	53,702	54,776	55,871	56,989	58,128	59,291	60,477	61,686	62,920	64,179	65,462	66,771	68,107	10
11	47,210	48,154	49,117	50,100	51,102	52,124	53,166	54,230	55,314	56,420	57,549	58,700	59,874	61,071	62,293	63,539	64,809	66,105	67,428	68,776	70,152	71,555	11
12	49,600	50,592	51,604	52,636	53,689	54,762	55,858	56,975	58,114	59,277	60,462	61,671	62,905	64,163	65,446	66,755	68,090	69,452	70,841	72,258	73,703	75,177	12
13	52,111	53,153	54,216	55,301	56,407	57,535	58,686	59,859	61,056	62,278	63,523	64,794	66,089	67,411	68,759	70,135	71,537	72,968	74,427	75,916	77,434	78,983	13
14	54,749	55,844	56,961	58,100	59,262	60,448	61,656	62,890	64,147	65,430	66,739	68,074	69,435	70,824	72,240	73,685	75,159	76,662	78,195	79,759	81,354	82,981	14
15	57,521	58,671	59,845	61,042	62,262	63,508	64,778	66,073	67,395	68,743	70,118	71,520	72,950	74,409	75,898	77,416	78,964	80,543	82,154	83,797	85,473	87,182	15
16	60,433	61,642	62,874	64,132	65,414	66,723	68,057	69,418	70,807	72,223	73,667	75,141	76,643	78,176	79,740	81,335	82,961	84,621	86,313	88,039	89,800	91,596	16
17	63,492	64,762	66,057	67,379	68,726	70,101	71,503	72,933	74,391	75,879	77,397	78,945	80,524	82,134	83,777	85,452	87,161	88,905	90,683	92,496	94,346	96,233	17
18	66,707	68,041	69,402	70,790	72,205	73,649	75,122	76,625	78,157	79,721	81,315	82,941	84,600	86,292	88,018	89,778	91,574	93,405	95,273	97,179	99,122	101,105	18
19	70,084	71,485	72,915	74,373	75,861	77,378	78,925	80,504	82,114	83,756	85,431	87,140	88,883	90,661	92,474	94,323	96,210	98,134	100,097	102,099	104,141	106,223	19
20	73,632	75,104	76,606	78,138	79,701	81,295	82,921	84,580	86,271	87,997	89,756	91,552	93,383	95,250	97,155	99,098	101,080	103,102	105,164	107,267	109,413	111,601	20
21	81,275	82,901	84,559	86,250	87,975	89,735	91,529	93,360	95,227	97,132	99,074	101,056	103,077	105,138	107,241	109,386	111,574	113,805	116,081	118,403	120,771	123,186	21
22	89,713	91,507	93,337	95,204	97,108	99,050	101,031	103,052	105,113	107,215	109,360	111,547	113,778	116,053	118,374	120,742	123,157	125,620	128,132	130,695	133,309	135,975	22
23	99,026	101,007	103,027	105,087	107,189	109,333	111,520	113,750	116,025	118,346	120,712	123,127	125,589	128,101	130,663	133,276	135,942	138,661	141,434	144,263	147,148	150,091	23
24	109,306	111,493	113,722	115,997	118,317	120,683	123,097	125,559	128,070	130,631	133,244	135,909	138,627	141,400	144,228	147,112	150,054	153,055	156,117	159,239	162,424	165,672	24
25	120,654	123,067	125,528	128,039	130,600	133,212	135,876	138,593	141,365	144,193	147,076	150,018	153,018	156,079	159,200	162,384	165,632	168,945	172,323	175,770	179,285	182,871	25
26	133,179	135,843	138,560	141,331	144,158	147,041	149,982	152,981	156,041	159,162	162,345	165,592	168,904	172,282	175,727	179,242	182,827	186,483	190,213	194,017	197,897	201,855	26
27	147,005	149,945	152,944	156,003	159,123	162,305	165,552	168,863	172,240	175,685	179,198	182,782	186,438	190,167	193,970	197,849	201,806	205,843	209,959	214,159	218,442	222,811	27

Appendix B- no longer used

Appendix C- no longer used

APPENDIX D

Request to revoke dues authorization

Section 25.1 If an employee wishes to revoke their authorization for the City to withhold union dues from their pay, a written request to do so must be presented to the City between **November 9 -24 on** the form provided in Appendix D. The revocation of the employee's authorization will become effective on January 1st of the following year and from that date forward, no additional dues will be withheld from that employee's pay.

Employee Name: _____

I wish to revoke my authorization for the City to withhold dues from my pay in accordance with Article 25, Section 25.1 of the AFSCME union agreement effective January 1, _____.

Signed: _____

Date Submitted: _____

Received by HR on: _____

By: _____

Received by Payroll: _____

By: _____

APPENDIX E Sick Leave Donation form

Sick Leave Donation Form

Donating Employee Name: _____

Department: _____

Employee you wish to donate leave to: _____

Number of Hours you are donating: _____

- *Donating employees are allowed to donate a maximum of forty (40) hours; the donating employee's sick leave accrual balance cannot be less than one hundred twenty (120) hours after donating sick leave.*

Employee Signature _____

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:	October 20, 2025	**Requested By:**	Joe Schroeder

Desired Action of City Council:	Action to Approve
Amount Budgeted in current fiscal year for this item (if applicable):	203-45220-43300, Lake Improvements - $22,050,000 Study cost to be supplemented in 2026 Supplemental Budget Request
Agenda Item:	Action to Approve Agreement #A2025-62, Lake Mitchell 50% Probable Maximum Flood Assessment and Breach Analysis Agreement with Houston Engineering
Explanation/Background of Agenda Item Requested:	Houston Engineering was requested to provide a scope of work for completing a 50% Probably Maximum Flood Assessment, Breach Analysis and updating the City's Emergency Preparedness Plan (EPP) for Lake Mitchell as required by the Department of Agriculture and Natural Resources (DANR). The scope of work is shown below:

Task 1	**Project Management**
1.1	Contract Administration/Invoicing
1.2	Coordination Meeting with Dam Safety (2)
1.3	Review Meeting with Client
Task 2	**Hydrology**
2.1	Develop Baseline DEM
2.2	Identify Contributing and Non-contributing Drainage Areas
2.3	Generate NRCS Curve Number Grid
2.4	Calibrate Curve Number Grid to Firesteel Creek USGS Data
2.5	Create HMR 51/52 Storm Rainfall Depth and Temporal Data
2.6	Create HEC-RAS 2D Rain on Grid Model
2.7	Validate 100-yr Runoff Volume to USGS Data
2.8	Determine 50% of PMF IDF
Task 3	**Spillway Capacity Evaluation**
3.1	Review Design Spillway Capacity
3.2	Create 3D Model of Horseshoe Spillway
3.3	Computational Fluid Dynamics Hydraulic Modeling
3.4	Summarize Spillway Capacity Evaluation
Task 4	**Dam Routing**
4.1	Create Dam Elevation-Storage-Discharge Curve
4.2	Assess 50% of PMF Dam Routing
4.3	Calculate Residual Freeboard or Overtopping
4.4	Identify Level of Performance as Percent of PMF
Task 5	**Breach Analysis and Mapping**
5.1	Generate Sunny Day Breach Hydrograph
5.2	Generate IDF Breach Hydrograph
5.3	Create HEC-RAS 2D Downstream Breach Model
5.4	Create Breach Hazard Mapping
5.5	Technical Reporting
Task 6	**EPP Updates**
6.1	Update EPP Clerical Components
6.2	Identify At Risk Properties and Infrastructure
Task 7	**Incremental Damage Analysis**
7.1	Create Normal Operation Routings
7.2	Create Overtopping Breach Development Curve
7.3	Create Incremental Inundation Mapping
7.4	Determine Potential Incremental Loss of Life
7.5	Variance Request Support

Task 7 - Incremental Damage Analysis, which includes a variance request, will only be completed if the 50% Probable Maximum Flood analysis determines it is required.

Staff recommends City Council Approval of Houston Engineering's scope of work in the amount of $98,413.

PROFESSIONAL SERVICES AGREEMENT

PROJECT:	Lake Mitchell PMF Study	**HOUSTON ENG JOB #:**	R011351-0002
CLIENT:	City of Mitchell		
ADDRESS:	612 N. Main Street, Mitchell, SD 57301		
CONTACT:	Joe Schroeder	**TEL:** 605.995.8433	**Tax ID:**
CLIENT EMAIL:	Joe.schroeder@cityofmitchellsd.gov		
CONSULTANT:	Houston Engineering, Inc.		
ADDRESS:	12702 Westport Parkway #300, Omaha, NE 68138		
CONTACT:	Michael K. Sotak, P.E., BC.WRE	**TEL:** 402.934.8328	**FAX:**
PROJECT DESCRIPTION:	Study of hydrologic loading and hydraulic capacity of Lake Mitchell Dam as per DANR guidance along with related tasks as described herein.		

☒ **SCOPE OF SERVICES (By task assignment)** ☐ **SCHEDULE (See Attachment)**

COMPENSATION:

The total compensation under this Agreement…

Task orders under this agreement can be authorized via email or written letter.

☐ **LUMP SUM**. Compensation for these services shall be a Lump Sum of $_____.

☒ **TIME AND MATERIALS**. Compensation for these services will not exceed $ **98,413** without written authorization and will be based on the following option (per the attached Budget or List of Hourly Rates), and Reimbursable Expenses based on actual costs incurred and approved by Houston Engineering and as authorized in writing by Client.

☐ Consultant's Direct Job Wages times a factor of _____. ☒ Budget/List of Consultant's Hourly Rates.

☐ **COST PLUS FIXED FEE**. Compensation for these services shall be Subconsultant Cost plus a fixed professional fee, including Reimbursable Expenses. The estimated compensation for services is $ __ plus a fixed fee of $_____ for a total of $_____ _____.

COMPENSATION DETAIL (As per task assignment) **SCHEDULE OF PAYMENTS** (See Following Pages)

SERVICES AUTHORIZED BY: ☒ **Execution of Agreement** ***or*** ☐ **Amendment(s) and/or NTP**

EXECUTION: Execution of this document by duly authorized representatives of Houston Engineering, Inc., and CLIENT, including Houston Engineering's Standard General Terms and Conditions (attached) and any other attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties.

CONSULTANT:	Houston Engineering, Inc.	**CLIENT:**	**City of Mitchell**
BY:	Michael K. Sotak, P.E., BC.WRE	**BY:**	
SIGNATURE:		**SIGNATURE:**	
TITLE:	Senior Consultant	**TITLE:**	
DATE:	15 October 2025	**DATE:**	

HOUSTON ENGINEERING, INC STANDARD CONDITIONS

SERVICES. Houston Engineering will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. Houston Engineering has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Houston Engineering in performing their services.

AUTHORIZED REPRESENTATIVES. The officer assigned to the Project by Houston Engineering is the only authorized representative to make decisions or commitments on behalf of Houston Engineering. The Client shall designate a representative with similar authority.

PROJECT REQUIREMENTS. The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Houston Engineering at Project inception. Houston Engineering will review the Client design standards and may recommend alternate standards considering the standard of care provision.

SITE ACCESS. The Client shall obtain all necessary approvals for Houston Engineering to access the Project site(s).

PERIOD OF SERVICE. Houston Engineering shall perform the services for the Project in a timely manner consistent with sound professional practice. Houston Engineering will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Houston Engineering shall be entitled to an extension of time and compensation adjustment for any delay beyond Houston Engineering control.

COMPENSATION. In consideration of the services performed by Houston Engineering, the Client shall pay Houston Engineering in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Houston Engineering.

PAYMENT TERMS. Houston Engineering shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) days of the invoice date. Houston Engineering shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Houston Engineering is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Houston Engineering the right to stop work until payments are current. Non-payment beyond seventy (70) days shall be just cause for termination by Houston Engineering.

ADDITIONAL SERVICES. The Client and Houston Engineering acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Houston Engineering shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

INDEPENDENT CONSULTANT. Houston Engineering shall serve as an independent consultant for services provided under this agreement. Houston Engineering shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Houston Engineering.

STANDARD OF CARE. Services provided by Houston Engineering will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances.

COMPLIANCE WITH LAWS. HOUSTON Engineering shall perform its services consistently with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, HOUSTON Engineering shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

PERMITS AND APPROVALS. Houston Engineering will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

OWNERSHIP OF DOCUMENTS.

All raw data, studies, reports, and other work products of Houston Engineering, Inc. for this project ("Project Documents") are instruments of service for the project only and shall be deemed the joint property of Houston Engineering, Inc. and Client whether the project is completed or not. The Client may make and retain copies of the Project Documents which may be used by the Client and others. Both Houston Engineering, Inc. and Client may use the Project Documents for their own purposes outside of the project when appropriate. However, the Project Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or on any other project. Any such use without written verification or adaptation by Houston Engineering, Inc. for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Houston Engineering, Inc. and the Client shall indemnify and hold harmless Houston Engineering, Inc. and their consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting from the negligent use or intentional misuse of the Project Documents by Client.

INSURANCE. Houston Engineering will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation	As required by applicable state statute
Commercial General Liability	$1,000,000 per occurrence (bodily injury including death and property damage) $2,000,000 aggregate
Automobile Liability	$1,000,000 combined single limit for bodily injury and property damage
Professional Liability	$1,000,000 each claim and aggregate
Excess Liability/Umbrella Coverage	$2,000,000 per occurrence

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Houston Engineering shall be a named insured on those policies where Houston Engineering may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

WAIVER OF SUBROGATION. Houston Engineering, INC affirmatively agrees to obtain waiver of subrogation against the client and name the client as an additional insured on the Commercial General Liability and Automobile policies.

INDEMNIFICATION AND HOLD HARMLESS. Houston Engineering, INC shall indemnify and hold harmless the Client and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by Houston Engineering, INC its employees, or Subconsultants and/or subcontractors. To the extent that sovereign immunity may be waived, Client shall indemnify and hold harmless Houston Engineering, INC and its employees and agents from any and all liability, settlements, loss, defense costs, and expenses in connection with any action, suit, or claim resulting from the negligent acts, errors, or omissions in services provided pursuant to this Agreement by the Client, its employees, or subconsultants and/or subcontractors. However, if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of Houston Engineering, INC, and the Client, this indemnification applies only to the extent of the negligence of Houston Engineering, INC.

LIMITATION OF LIABILITY. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, Subconsultant and all other negligent entities and individuals.

CONSEQUENTIAL DAMAGES. Neither the Client nor Houston Engineering shall be liable to the other for any consequential damages regardless of the nature or fault.

ENVIRONMENTAL MATTERS. The Client to its knowledge has disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Houston Engineering shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Houston Engineering from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Houston Engineering.

COST OPINIONS. If included in the scope of service, Houston Engineering shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Houston Engineering acknowledge that actual costs may vary from the cost opinions prepared and that Houston Engineering offers no guarantee related to the Project cost.

INDEPENDENT COUNSEL. The Client agrees to obtain independent legal and financial counsel for the Project considering Houston Engineering does not furnish these services.

CONTRACTOR SELECTION. Houston Engineering may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

SHOP DRAWING REVIEW. If included in the scope of service, Houston Engineering shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. Houston Engineering shall not be liable for the performance of, or consequential damages of any equipment furnished by the contractor under the Project.

CONSTRUCTION REVIEW. If included in the scope of service, Houston Engineering shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Houston Engineering responsible for the work performed by

another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

REJECTION OF WORK. Houston Engineering may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

SAFETY. Houston Engineering shall be responsible solely for the safety precautions or programs of its employees and no other party.

INFORMATION FROM OTHER PARTIES. The Client and Houston Engineering acknowledge that Houston Engineering will rely on information furnished by other parties in performing its services under the Project. Houston Engineering shall not be liable for any damages that may be incurred by the Client in the use of third party information so long as such third party information would not be patently unreliable to a member of the same profession practicing under similar circumstances.

CONSTRUCTION RECORD DRAWINGS. If included in the scope of service, Houston Engineering will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Houston Engineering cannot and does not warrant their accuracy.

FORCE MAJEURE. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

DISPUTE RESOLUTION. The Client and Houston Engineering agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice prior to exercising their rights under law. Houston Engineering shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

SUSPENSION OF WORK. The Client may suspend services performed by Houston Engineering with cause upon fourteen (14) days written notice. Houston Engineering shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Houston Engineering all outstanding invoices within fourteen (14) days.

TERMINATION. The Client or Houston Engineering may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Houston Engineering shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Houston Engineering all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

GOVERNING LAW. The terms of agreement shall be governed by the laws of the state of South Dakota.

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

WAIVER OF RIGHTS. The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

WARRANTY. Houston Engineering warrants that it will deliver products under the Project within the standard of care. Houston Engineering provides no other expressed or implied warranty.

SEVERABILITY. Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Houston Engineering will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

SURVIVAL. All provisions of these terms that allocate responsibility or liability between the Client and Houston Engineering shall survive the completion or termination of services for the project.

ANTI-DISCRIMINATION. Neither Houston Engineering or its subcontractors shall discriminate against any of their employees or applicants for employment, to be employed in the performance of this Agreement, with respect to their hire, tenure, terms, conditions, or privileges of employment, because of their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

Proposed Scope of Services

1 PROJECT MANAGEMENT

Normal contract administration duties including the internal management of the Professional Services Agreement, invoicing the City of Mitchell and providing updates with invoices and scheduled review meetings with the City of Mitchell and DANR to ensure that project progress follows everyone's expectations.

2 HYDROLOGY

This task involves the technical work necessary to create an appropriate hydrologic model for the Firesteel Creek watershed contributing to Lake Mitchell, and from that model, developing an inflow hydrograph for the 50% PMF inflow design flood (IDF) to be used in hydraulic routings of the dam.

3 SPILLWAY CAPACITY EVALUATION

Creation of 3D Model of Lake Mitchell's Horseshoe Spillway and development of calibrated/validated model for spillway to assess hydraulic performance in Flow-3D using Computational Fluid Dynamics (CFD.) This effort will be used to develop a stage-discharge for the spillway that will be used in dam routings.

4 DAM ROUTING

Hydraulic routing of Lake Mitchell Dam/Reservoir using IDF developed in Task 2 and Spillway Stage-Discharge curve developed in Task 3.

5 BREACH ANALYSIS AND MAPPING

Preparation of unsteady-flow breach analysis and downstream breach discharge mapping of Lake Mitchell Dam using breach parameters as required by DANR.

6 EPP UPDATES

Updates to the current EPP in order to bring the document into compliance with current information and DANR requirements. This includes both clerical information (contacts, procedures, etc.) and at-risk properties that are identified in the updated breach analysis.

7 INCREMENTAL DAMAGE ANALYSIS

Assessment of potential breach impacts (including loss of life and structural/infrastructure impacts) versus a range of dam overtopping hydrographs to help determine an IDF supported by an IDA per FEMA P-94 as the appropriate design flood.

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:	October 20, 2025	**Requested By:**	Jessica Pickett

Desired Action of City Council:	Approval
Amount Budgeted in current fiscal year for this item (if applicable):	$948,941
Agenda Item:	Action to Approve Agreement #A2025-63, South Dakota DOT Section 5311 and Title IIIB Grant Funds
Explanation/Background of Agenda Item Requested:	This agreement is to accept Palace Transit's annual Administrative and Operating grant funding through the South Dakota Department of Transportation. The transit funding fiscal year runs from October 1, 2025 through September 30, 2026. Palace Transit is a subgrantee under the SD DOT for Surface Transportation Funds provided through the Federal Transit Administration as well as Title IIIB funding. Funding Breakdown: Administrative = 80% Federal & 20% Local Operating = 50% Federal & 50% Local Title IIIB = No local match requirement State Funds = No local match requirement

AGENCY: City of Mitchell
d/b/a Palace Transit
CONTRACT PERIOD: FY 2026 - October 1, 2025 - September 30, 2026

CONTRTACT:
CUSTOMER ID: 10272
FAN Number: SD-2025-021

BUDGET NO. : 1

A P P R O V E D BY: Terri Geigle
DATE: 10/01/2025

UM 2521(07)3792P	Admin	CFDA 20.509
UM 2521(07)3766P	Oper	CFDA 20.509
UM 2521(07)3798P	Capital PM Vehicle	CFDA 20.509
UM 2521(07)3798P	Capital PM Facility	CFDA 20.509
UM 2521(07)P	IIIB	CFDA 93.044
SD 2026(07)P	State	STATE FUNDS

ADMINISTRATIVE BUDGET											
	Project Director's Salary	$ 63,686.03									
	Fringe Benefits	$ 25,613.56									
	Supervisor Salary	$ 79,394.87									
	Fringe Benefits	$ 43,843.31									
	Admin Assistant Salary	$ 48,206.50									
	Fringe Benefits	$ 23,279.03									
	Travel	$ 300.00									
	Office Utilities	$ 1,565.00									
	Office Supplies\Telephone	$ 4,700.00									
	Software(Spare)	$ 50,000.00									
	Vehicle Insurance	$ 17,500.00									
	Bus Facility Insurance	$ 5,500.00									
	Professional Insurance (WC)	$ 12,300.00									
	Management Contract	$ 8,250.00									
	Uniforms	$ 2,215.00									
	Marketing/Ads/Promotion	$ 900.00									
	Miscellaneous Other (Specify)	$ 1,650.00									
ICB ADMINISTRATION BUDGET											
	ICB Dispatch/Office										
	ICB Dispatch/ Office Fringe										
OPERATING BUDGET											
	Driver Wages				$ 875,242.19						
	Fringe Benefits				$ 216,447.00						
	Dispatcher Wages				$ 120,674.83						
	Fringe Benefits				$ 37,160.58						
	Mechanic Wages				$ 60,846.00						
	Fringe Benefits				$ 30,822.00						
	Facility Utilities				$ 12,722.00						
	Facility Supplies				$ 3,100.00						
	Facility Maintenance				$ 1,600.00						
	Normal Maintenance				$ 14,000.00						
	Tires										
	Fuel				$ 75,500.00						
	Driver Physicals				$ 800.00						
	Training										
	Other(Uniforms)				$ -						
ICB OPERATING BUDGET											
	Intercity Bus Driver Wages										
	ICB Driver Fringe										
	Other ICB Costs- Maint										
	ICB - Tires										
CAPITAL PM BUDGET											
	Vehicle PM Budget								$ 19,800.00		
	Faciltiy PM Budget										$ 4,500.00
TOTAL APPROVED BUDGET		$ 388,903.30	$ -		$ 1,448,914.60	$ -			$ 19,800.00	$ 4,500.00	
REVENUE											
	Bus Donations\Fares	$ -	$ -		$ 143,000.00	$ -			$ -	$ -	
	Bus Advertising	$ -	$ -		$ 36,000.00	$ -			$ -	$ -	
	Medicaid	$ -	$ -		$ 50,000.00	$ -			$ -	$ -	
	Bus Contracts	$ -	$ -		$ 93,000.00	$ -			$ -	$ -	
	Other Local Funds	$ -	$ -		$ -	$ -			$ -	$ -	
	Budget Line Adjustment	$ 137,592.26	$ -		$ 380,125.73	$ -					
TOTAL REVENUE		$ 137,592.26	$ -		$ 702,125.73	$ -			$ -	$ -	
NET PROJECT COST		$ 251,311.04	$ -		$ 746,788.87	$ -			$ 19,800.00	$ 4,500.00	
5311 FUNDS		$ 208,135.80	$ -		$ 386,537.92	$ -			$ 15,840.00	$ 3,600.00	
TOTAL LOCAL MATCH											
	Local Funds Required	$ 43,175.24	$ -		$ 340,553.95	$ -			$ 3,960.00	$ 900.00	
	Title III-B Funds	$ -	$ -		$ 19,697.00	$ -			$ -	$ -	
	Local Funds	$ -	$ -		$ -	$ -			$ -	$ -	
	Other Funds	$ -	$ -		$ 80,056.08	$ -			$ -	$ -	

PROJECT FUNDING

Section 5311	$ 614,113.72	CFDA 20.509
Title III-B	$ 26,263.00	CFDA 93.044
State Funds	$ 89,665.00	STATE FUNDS

TOTAL STATE & FEDERAL FUNDING **$ 730,041.72**

AGREEMENT NUMBER _____

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF FINANCE AND MANAGEMENT
OFFICE OF AIR, RAIL, AND TRANSIT
SECTION 5311 SUB-RECIPIENT AGREEMENT
BETWEEN

City of Mitchell, South Dakota
Palace Transit
200 West 1st Avenue
Mitchell, SD 57301

Referred to in this Agreement as the "Sub-Recipient"

State of South Dakota
Department of Transportation
Office of Air, Rail, and Transit
700 East Broadway Avenue
Pierre SD 57501

Referred to in this Agreement as the "State"

The State and the Sub-Recipient enter into this Agreement (the "Agreement") for a grant award of federal financial assistance to the Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

Information for the Federal Award Identification, as described in 2 CFR 200.332(a), will be inserted below. In the event of a change in the award or funding source, the information inserted may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

1. FEDERAL AWARD IDENTIFICATION:

   a. Sub-Recipient's legal name: City of Mitchell

   b. Sub-Recipient's Unique Entity Identifier: JXEFNSSK2VF4

   c. Federal Award Identification Number (FAIN): SD-2025-021

   d. Federal award date: 9/23/2025

   e. Sub-award period of performance start and end date: 10/01/2025-09/30/2026

   f. Sub-award budget period start and end date: 10/1/2025-9/30/2026

   g. Amount of federal funds obligated to the Sub-Recipient by this Agreement: $614,113.72

   h. Total amount of federal funds obligated to the Sub-Recipient: $614,113.72

   i. Total amount of the federal award committed to the Sub-Recipient: $614,113.72

   j. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA): Formula Grants for Rural Areas

   k. Name of federal awarding agency: Federal Transit Administration
   pass-through entity: South Dakota Department of Transportation
   contact information for awarding official of the pass-through entity:
   Office of Air, Rail and Transit
   700 East Broadway Avenue
   Pierre SD 57501

l. CFDA No. and name: 20.509; Formula Grants for Rural Areas

m. Is the grant award for research and development (R&D)? Yes ☐ No ☒

n. Indirect Cost Rate for federal award: N/A

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

a. This Agreement will be effective on 10/01/2025, and will be perpetual, unless sooner terminated pursuant to the terms of this Agreement.

b. All costs incurred must be submitted to the State no later than 30 days after the end of the Period of Performance.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. BACKGROUND:

i. On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) of 2021 into law. The IIJA authorizes One Trillion Two Billion Dollars ($1,200,000,000,000.00) for transportation and infrastructure spending with Five Hundred Fifty Billion ($550,000,000,000.00) towards new investments and programs.

ii. Under 49 U.S.C. Section 5311, as amended, the IIJA continues the Formula Grants for Rural Areas Program, which provides capital, planning and operating assistance to states and federally recognized Indian tribes to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. It also provides funding for state and national training and technical assistance through the Rural Transportation Assistance Program.

iii. The Governor of the State of South Dakota, in accordance with a request by the United States Department of Transportation, Federal Transit Administration, referred to in this Agreement as “FTA” has designated the State to evaluate and select projects proposed by eligible recipients and to coordinate the grant applications.

iv. The State and the Sub-Recipient want to secure and utilize grant funds for the transportation needs of citizens living in rural and small urban areas of South Dakota.

b. PURPOSE:

The purpose of this Agreement is to provide for the facilitation of transportation services by the Sub-Recipient and to state the terms, conditions, and mutual understandings of the parties as to the manner in which these services will be undertaken and completed.

c. SCOPE OF PROJECT:

The Sub-Recipient will undertake and complete the project as described in the Sub-Recipient’s application, referred to in this Agreement as the “PROJECT,” which application is incorporated by reference, filed with, and approved by the State and FTA in accordance with the terms and conditions of this Agreement.

4. BASIS FOR SUBAWARD AMOUNT:

Estimated PROJECT costs, as shown in the application budget, are for programming purposes only. The State will pay actual eligible costs to the Sub-Recipient on a reimbursement basis. The Sub-Recipient may request reimbursement for eligible costs in an amount up to, but not greater than the following: a) FTA Section 5311 funds/State Supplemental funds-MAXIMUM limiting amount of Six

Hundred Fourteen Thousand, One Hundred Thirteen Dollars, and Seventy-Two Cents ($614,113.72), subject to availability of Section 5311 funds/State Supplemental funds; b) Title III-B funds-MAXIMUM limiting amount of Twenty-Six Thousand, Two Hundred Sixty-three Dollars and Zero Cents ($26,263.00), subject to availability of Title III-B funds; and c) State Public Transportation funds-MAXIMUM limiting amount of Eighty Nine Thousand, Six Hundred Sixty Five Dollars, and Zero Cents ($89,665.00), subject to availability of State funds as detailed in Budget No. 1, attached to and made a part of this Agreement as **Exhibit G**. Eligible costs for this Agreement will be determined in compliance with U.S. Office of Management & Budget Circular regulations found at 2 CFR Part 200. The Sub-Recipient will provide funds in an amount sufficient, together with the grant, to assure payment of actual PROJECT costs. The Sub-Recipient will initiate and prosecute to completion all actions necessary to provide the Sub-Recipient's share of the PROJECT costs at or prior to the time these funds are needed to meet the PROJECT costs.

Any purchase made by the Sub-Recipient in an amount over Four Thousand Dollars ($4,000.00) requires verification of receipt of purchase by State inspection before payment is processed. The Sub-Recipient must comply with State and FTA procurement policies and procedures.

5. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

Risk assessments will be ongoing throughout the project period. The Sub-Recipient agrees to allow the State to monitor the Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award, and to facilitate the same. At the discretion of the State, monitoring may include, but is not limited to, the following: on-site visits, follow-up, document or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

The Sub-Recipient will comply with ongoing risk assessments to facilitate the monitoring process, and further, the Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including, but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Sub-Recipient, debarment, or other remedies including civil and criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient will maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient will retain such records for a period of three (3) years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and assets acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is

required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which will include all information disclosed to the Sub-Recipient by the State, will be retained in the Sub-Recipient's secondary and backup systems and will remain fully subject to the obligations of confidentiality stated in this Agreement until such information is erased or destroyed in accordance with the Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement must be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If the Sub-Recipient expends One Million Dollars ($1,000,000.00) or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
427 South Chapelle Street
% 500 East Capitol Avenue
Pierre, SD 57501-5070

If Sub-Recipient prefers to send the engagement via electronic mail (email), the Sub-Recipient should contact the Department of Legislative Audit via telephone number (605) 773-3595 to obtain the email address to use.

If the Sub-Recipient expends less than One Million Dollars ($1,000,000.00) during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits will be filed with and approved by the State Auditor General by the end of the ninth month following the end of the fiscal year of the entity being audited or thirty (30) days after receipt of the auditor's report, whichever is earlier.

For either an entity-wide, independent financial audit, or an audit under 2 CFR Part 200, Subpart F, the Sub-Recipient will resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient will facilitate and aid any such reviews, examinations, and agreed upon procedures, the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and awards may be suspended, until the audit is completely resolved.

The Sub-Recipient will be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 CFR 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and federal agency each has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, the Sub-Recipient will comply in full with the administrative requirements and cost principles as outlined in U.S. Office of Management & Budget (OMB) uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, the Sub-Recipient attests to the following requirements as set forth in South Dakota Codified Law (SDCL) § 1-56-10:

a. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;

b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;

c. An effective internal control system is employed by the recipient's or sub-recipient's organization; and

d. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with SDCL § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient certifies that its internal control system includes cybersecurity and other measures to safeguard information.

Sub-Recipient certifies that it will take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. Whenever applying for funds, requesting payment, and submitting financial reports, Sub-Recipient asserts the following:

> I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

The Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

The Sub-Recipient agrees to disclose to the State, in writing, any conflicts of interest that exist under the Sub-Recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the State of South Dakota's OpenSD website.

In the event of a significant change in the conflict of interest policy, the Sub-Recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. The Sub-Recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

a. For purposes of this Agreement, "Date of Completion" means the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph B.3.

b. The Sub-Recipient will submit a final PROJECT tracking financial reimbursement report ("financial report") to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.

c. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.

d. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.

e. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three (3) years after the date the State approves the final financial report.

f. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.

g. The Sub-Recipient will provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

B. STANDARD PROVISIONS:

1. ASSIGNMENT AND AMENDMENT

The Sub-Recipient will not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order, or obligate the Sub-Recipient in any manner with any third party with respect to the Sub-Recipient's rights and responsibilities under this Agreement, without the State's prior written consent.

2. RECORDS AND REPORTS

The Sub-Recipient will advise the State regarding the progress of the PROJECT at such times and in such manner as the State and FTA may require, including, but not limited to, meetings and interim reports.

The Sub-Recipient will maintain an accurate cost accounting system for all costs incurred in connection with the PROJECT. The Sub-Recipient will produce for examination, books of accounts, bills, invoices, and other vouchers, or certified copies, if the originals be lost, at such reasonable time and place as the State may designate. The Sub-Recipient will permit extracts and copies to be made during the

PROJECT period and will retain records for three (3) years after the date of final payment of federal funds to the Sub-Recipient and all other pending matters are closed.

3. TERMINATION

a. For Convenience. The State may, with the concurrence of FTA, terminate the PROJECT and cancel this Agreement if both parties agree that the continuation of the PROJECT would not produce beneficial results commensurate with the further expenditure of funds.

b. For Cause. The State may, by written notice to the Sub-Recipient, terminate the PROJECT and cancel this Agreement for any of the following reasons:

i. The Sub-Recipient discontinues the use of the PROJECT for the purpose of providing transportation services to a segment of the general public, as defined by age, disability, or low income, during the project's useful life.

ii. The Sub-Recipient takes any action pertaining to this Agreement without the State's approval and which under the procedures of this Agreement would have required the State's approval.

iii. The Sub-Recipient's commencement, prosecution, or timely completion of the PROJECT is, for any reason, rendered improbable, impossible, or illegal.

iv. The Sub-Recipient is in default under any provision of this Agreement.

v. FTA fails to provide the State with sufficient federal funds to meet the State's share of the PROJECT costs.

vi. The Sub-Recipient fails to commence, maintain, or continue good faith efforts to coordinate transit services with the public and other entities or organizations providing transit services in the PROJECT area.

c. Action Upon Termination. Upon termination of the PROJECT and cancellation of this Agreement under the provisions of paragraph a. or b. of this Section, the Sub-Recipient will dispose of the PROJECT in accordance with the OMB regulations found at 2 CFR Part 200.

4. AGREEMENT CHANGES

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

5. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

Sub-Recipient will not use State equipment, supplies or facilities.

6. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of, or delegate to, the Congress of the United States will be admitted to any share or part of this Agreement, or to any benefit arising from this Agreement.

7. PROHIBITED INTEREST

No member, officer, or employee of the Sub-Recipient, during the Sub-Recipient's tenure or within one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or its proceeds.

8. CONTRACTS IN EXCESS

A. When required by Federal program legislation, all prime construction contracts in excess of Two Thousand Dollars ($2,000.00) awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

B. Where applicable, all contracts awarded by the non-Federal entity in excess of One Hundred Thousand Dollars ($100,000.00) that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

9. FEDERAL AWARD

If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Sub-Recipient will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

11. SUBCONTRACTORS/SUB-SUB-RECIPIENTS

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

The subcontractor or other sub-recipient must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors or other sub-recipients to include these clauses in any lower tier subcontracts. The prime contractor will be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

12. QUESTIONS OF FACTS/DISPUTES

Any question of fact or dispute with work not disposed of by agreement between the parties will be referred to the Program Manager, Office of Air, Rail, and Transit, South Dakota Department of Transportation or designee, for determination, whose decision will be final and conclusive to the parties to this Agreement.

13. INTEGRITY

The Sub-Recipient agrees that any persons or entities, that by defined events or behavior potentially threaten the integrity of federally administered non-procurement programs, are excluded from participation in FTA-assisted programs.

14. DEBARMENT AND SUSPENSION

The Sub-Recipient will comply with the federal requirement for debarment, suspension, and other responsibility matters. The Sub-Recipient has signed the certification for debarment, suspension, and other responsibility matters to this effect which is attached as **Exhibit C** and made a part of this Agreement.

15. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota without regard to any conflicts of law principals, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement will be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

17. SEVERABILITY

In the event that any portion of this Agreement will be held unenforceable or invalid by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement, which will remain in full force and effect.

18. INELIGBLE OR UNALLOWABLE COSTS

Sub-Recipient is prohibited from including any costs in the Federal Grant funded portions of the Project that the FHWA has determined to be ineligible or unallowable, including costs to carry out development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute. Sub-Recipient will be responsible for any costs deemed ineligible or unallowable.

19. IMPROPER USE OF FEDERAL FUNDS AND MANDATORY DISCLOSURE

Pursuant to the terms of the Federal Grant, Sub-Recipient 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.

20. TITLE VI OF THE CIVIL RIGHTS ACT AND GENERAL FEDERAL ASSURANCES/REQUIREMENTS

Sub-Recipient certifies it will be bound by the Standard Title VI / Nondiscrimination Assurances and the General Federal Requirements attached to and incorporated in this Agreement as **EXHIBIT D**.

21. APPLICABLE FEDERAL ANTI-DISCRIMINATION LAWS

Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, Sub-Recipient:

a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(iv); and,

b. Certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) Initiatives that violate any applicable Federal anti-discrimination laws.

22. FEDERAL LAW AND PUBLIC POLICY REQUIREMENTS.

Sub-Recipient 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 Sub-Recipient 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.

23. TITLE 8 - U.S.C., CHAPTER 12, SUBCHAPTER II – IMMIGRATION

Sub-Recipient 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.

24. CERTIFICATION REGARDING LOBBYING

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the Sub-Recipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65. Any Sub-Recipient who applies or bids for an award of $100,000.00 or more will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached to this Agreement as **Exhibit E**. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier will also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

25. FEDERAL CHANGES

The Sub-Recipient will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the agreement between the State and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Sub-Recipient's failure to comply will constitute a material breach of this Agreement.

26. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Air, Rail, and Transit Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Mitchell, South Dakota
Attn: Transit Director
300 West 1st Avenue
Mitchell, SD 57301

Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered mail or certified mail, or, if personally delivered, when received by such party.

27. FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement may be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

28. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

29. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The Sub-Recipient (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the Sub-Recipient hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

30. CONFLICT OF INTEREST

The Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL §§ 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL §§ 5-18A-17 through 5-18A-17.6.

31. TERMS

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State will be a violation of the terms of this Agreement, and the Agreement will be subject to termination.

32. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

33. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at http://bit.sd.gov/standards/.

34. INDEMNIFICATION:

The Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents and employees, from and against any and all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall defend the State of South Dakota, its officers, agents and employees against any claim, including any claim, action, suit or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of south Dakota, its officers, agent and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-Recipient in the defense. This section does not require the Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

35. INSURANCE

At all times during the term of this Agreement, Sub-Recipient shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than $1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than $500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than $1,000,000. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

Before beginning work under this Agreement, Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State of South Dakota, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

36. CONFIDENTIALITY OF INFORMATION

For the purpose of this paragraph, "State Proprietary Information" shall include all information, regardless of its format, disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's Proprietary Information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; or (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that State's Proprietary Information may be confidential and protected under applicable state or federal law and agrees to immediately notify the State if the

Information is disclosed, either intentionally or inadvertently. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignments performed in the course of this Agreement require additional security requirements or clearance, Sub-Recipient agrees that its officers, agents and employees may be required to undergo investigation will be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

Sub-Recipient agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality paragraph and to immediately notify the State of such matter.
Sub-Recipient will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, Sub-Recipient agrees to return to the State, at Sub-Recipient's cost, any Confidential Information or documentation maintained by Sub-Recipient regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Sub-Recipient and State.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

37. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

C. GRANT SPECIFIC PROVISIONS

1. PROJECT PURCHASES

The Sub-Recipient will make PROJECT purchases, financed in whole or in part, pursuant to this Agreement in accordance with applicable state law and the standards set forth by the Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The Sub-Recipient will make PROJECT purchases in conformity with the latest approved PROJECT Budget. The Sub-Recipient will include the following provision in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance:
This contract is subject to a financial assistance contract between the State of South Dakota and the U.S. Department of Transportation.

2. TITLE TO PROJECT ASSET

Title to the PROJECT asset will be in the name of the Sub-Recipient, subject to the restrictions on use and disposition of the PROJECT asset set forth in this Agreement.

3. USE OF PROJECT ASSET

The Sub-Recipient must use the PROJECT asset and facilities for the provision of transportation service as described in the PROJECT application. If the PROJECT asset is not used in this manner, or is withdrawn from transportation service, the Sub-Recipient will immediately notify the State. If the asset can still be used for transportation service, and the State gives written approval for transfer of asset, the

Sub-Recipient may transfer ownership of the asset to another eligible organization. The State will establish the estimated asset value, and the State may permit the Sub-Recipient to dispose of the PROJECT asset in accordance with the South Dakota State Management Plan.

The Sub-Recipient will keep satisfactory records with regard to the use of the property and will submit to the State, upon request, such information as is required in order to assure compliance with this Agreement. The Sub-Recipient will immediately notify the State in all cases where the PROJECT asset is used in a manner substantially different from that described in the PROJECT application. The Sub-Recipient will maintain, in an amount and form satisfactory to the State, such insurance or self-insurance as will be adequate to protect the PROJECT asset and facilities throughout the period of required use.

The Sub-Recipient will submit to the State, at the time of submittal of the Sub-Recipient's captial application for Section 5311 funds, a certification that the PROJECT asset is still being used in accordance with the terms of this Agreement and that no part of the local contribution to the cost of the PROJECT has been refunded or reduced. During this period, the Sub-Recipient will maintain the PROJECT asset and facilities at a high level of cleanliness, safety, and mechanical soundness. The State and FTA will have the right to conduct periodic inspections for the purpose of confirming proper maintenance of the PROJECT asset and facilities.

4. MOTOR VEHICLE SAFETY AND POLLUTION

The Sub-Recipient will ensure the motor vehicles will comply with the Motor Vehicle Safety Standards as established by the USDOT.

5. CHARTER BUS AND SCHOOL BUS PROVISIONS

a. In connection with asset and funding provided for the PROJECT, the Sub-Recipient will meet the latest federal charter requirements.

b. In connection with asset and funding provided for the PROJECT, the Sub-Recipient will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators. Asset must remain open to the public at all times and be clearly marked for public use.

c. The Sub-Recipient will include the following requirements in each subcontract exceeding $100,000.00, financed in whole or in part with federal assistance provided by the FTA:

i. Charter Bus: The Sub-Recipient will comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded asset or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," and it must not interfere with or detract from the provision of mass transportation.

ii. School Bus: Pursuant to 69 U.S.C. 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specific exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

d. Agreement with All Registered Charter Providers: The Sub-Recipient may provide charter service directly to a customer consistent with an agreement entered into with all registered charter providers in the Sub-Recipient's area. The Sub-Recipient is allowed to provide charter service up to ninety (90) days without an agreement with a newly registered charter provider in the

geographic service area subsequent to the initial agreement. Any parties to an agreement may cancel the agreement after providing ninety (90) days' written notice to the Sub-Recipient.

6. LABOR PROTECTION WARRANTY

The following language is made a part of this Agreement as required by the U.S. Department of Labor (U.S. DOL). The Sub-Recipient acknowledges that by accepting this Agreement, the Sub-Recipient accepts full responsibility for the protection of labor described as follows:

a. General Application. The State agrees, in the absence of waiver by U.S. DOL, the terms and conditions of this warranty, as set forth below, will apply for the protection of the employees of any employer providing transportation services assisted by the PROJECT, and the transportation related employees of any other surface public transportation providers in the transportation service area of the PROJECT.

The State will provide to the U.S. DOL, and maintain at all times during the PROJECT, an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the PROJECT, in the transportation service area of the PROJECT, and any labor organizations representing the employees of such providers.

Certification by the State to the U.S. DOL that designated the Sub-Recipient has indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of noncompliance by the U.S. DOL.

b. Standard Terms and Conditions.

i. The PROJECT will be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Sub-Recipient or the employees of any other surface public transportation provider in the transportation service area of the PROJECT. The Sub-Recipient and any other legally responsible party designated by the State are obligated to assure that any and all transportation services assisted by the PROJECT are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "PROJECT," as used in this Agreement, will not be limited to the particular facility, service, or operation assisted by federal funds, but will include any changes, whether organizational or otherwise, which are a result of the assistance provided. The phrase "as a result of the PROJECT" will, when used in the Unified Protective Arrangement for Application to Capital and Operating Assistance Projects Pursuant to Section 5333(b) of Title 49 of the U.S.C., Chapter 53, referred to in this Agreement as the "Arrangement," include events related to the PROJECT occurring in anticipation of, during, and subsequent to the PROJECT and any program of efficiencies or economics related to the PROJECT; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the PROJECT (including any economics or efficiencies unrelated to the PROJECT) are not within the purview of this Arrangement.

An employee covered by this Arrangement, who is not dismissed, displaced, or otherwise worsened in position with regard to his/her employment as a result of the PROJECT, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the PROJECT, discontinuance of the PROJECT services, or exhaustion of the PROJECT funding will not be deemed eligible for a dismissal or displacement allowance within the meaning of Section 5311, Paragraphs (6) and (7) of the Arrangement or applicable provisions of comparable substitute Arrangements.

(a) Where employees of the Sub-Recipient are represented for collective bargaining purposes, all the PROJECT services provided by the Sub-Recipient will be provided under, and in accordance with, any collective bargaining agreement applicable to such employees which is then in effect.

(b) The Sub-Recipient or legally responsible party will provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union,

such notice will be provided by certified mail through their representatives. The notice will contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Sub-Recipient's employment available to be filled by such affected employees.

.ii. The procedures of this subparagraph will apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Sub-Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Arrangement will commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (v.) of this warranty. The foregoing procedures will be complied with and carried out prior to the institution of the intended action.

iii. For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b), the State will assure as a condition of the release of funds that Sub-Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) agreement[1] executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the U.S. Secretary of Labor and certified for inclusion in these conditions.

iv. Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this Arrangement, which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or if they cannot agree upon such procedure, to the U.S. DOL or an impartial third party designated by the U.S. DOL for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, will be borne equally by the parties to the proceeding and all other expenses will be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the PROJECT, it will be employee's obligation to identify the PROJECT and specify the pertinent facts of the PROJECT relied upon. It will then be the burden of either the Sub-Recipient or the State to prove that factors other than the PROJECT affected the employees. The claiming employee will prevail if it is established that the PROJECT had an effect upon the employee even if other factors may also have affected the employee.

v. The Sub-Recipient, or other legally responsible party designated by the State, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these Arrangements, or the union representative of such employee, may file claim of violation of these Arrangements with the Sub-Recipient within sixty (60) days of the date employee is terminated or laid off as a result of the PROJECT, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the PROJECT. In the latter case, if the events giving rise to the claim have occurred over an extended period, the eighteen (18) month limitation will be measured from the last such event. No benefits will be payable for any period prior to six (6) months from the date of the filing of any claim.

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[1]Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pensions rights and benefit(s) under existing collective bargaining agreements or otherwise); (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended.

vi. Nothing in this Arrangement will be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor will this Arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state, or local law.

vii. If any employee covered by these Arrangements is terminated or laid off as a result of the PROJECT, the Sub-Recipient will give this employee priority of employment or reemployment to fill any vacant position within the control of the Sub-Recipient for which employee is, or by training or retraining within a reasonable period, can become qualified. If training or retraining is required by such employment or reemployment, the Sub-Recipient or other legally responsible party designated by the State will provide or arrange for others to provide for such training or retraining at no cost to the employee.

viii. The Sub-Recipient will post, in a prominent and accessible place, a notice stating that the Sub-Recipient has received federal assistance under the 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice will also specify the terms and conditions set forth in this Agreement for the protection of employees. The Sub-Recipient will maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these Arrangements and to the proper determination of any claims arising thereunder.

ix. Any labor organization which is the collective bargaining representative of employees covered by these Arrangements may become a party to these Arrangements by serving written notice of its desire to do so upon the Sub-Recipient and the U.S. DOL. In the event of any disagreement that such labor organization represents covered employees or is otherwise eligible to become a party to these Arrangements, as applied to the PROJECT, the dispute as to whether such organization will participate will be determined by the U.S. Secretary of Labor.

x. If the PROJECT is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions will be made part of the agreement of assistance between the federal government and the State or the Sub-Recipient of federal funds; provided however, that this Arrangement will not merge into the agreement of assistance, but will be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor will any other employee protective agreement merge into this Arrangement, but each will be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

c. Waiver. As a part of the grant approval process, either the Sub-Recipient or the State may, in writing, seek from the U.S. Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases where at the time of the requested waiver the Secretary determines that there are no employees of the Sub-Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the PROJECT. The U.S. DOL will give a thirty (30) day notice of proposed waiver, and, in the absence of timely objection, the waiver will become effective at the end of the thirty (30) day notice period. In the event of timely objection, the U.S. DOL will review the matter and determine whether a waiver will be granted. In the absence of waiver, these protections will apply to the PROJECT.

7. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The Sub-Recipient will comply with applicable transit employee protective requirements as follows:

a. General Transit Employee Protective Requirements: To the extent that FTA determines that transit operations are involved, the Sub-Recipient will carry out the transit operations work on this

Agreement in compliance with the terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees under this Agreement and to meet the employee protective requirements of 49 U.S.C. A-5333(b) and U.S. DOL guidelines at 29 CFR Part 215, and any amendments. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the Sub-Recipient's project from which the federal assistance is provided to support work on this Agreement. The Sub-Recipient will carry out that work in compliance with the conditions stated in said U.S. DOL letter.

b. The Sub-Recipient will include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the FTA.

8. ACCESSIBILITY REQUIREMENTS

The Sub-Recipient's facilities will be accessible to the semiambulatory and nonambulatory to the extent necessitated by local conditions, as stated in **Exhibit A**, and in compliance with federal accessibility requirements as set forth in Section 504 of the Rehabilitation Act of 1973 (49 CFR Part 27).

Should the accessibility needs of the area's residents change in the future and additional accessibility features be required, the Sub-Recipient agrees to take action appropriate to retrofit vehicles and facilities in such a way as to satisfy the accessibility needs of the area.

9. COMMERCIAL DRIVER'S LICENSE AND DRUG TESTING

The Sub-Recipient will comply with the requirements for commercial driver's license and drug and alcohol testing. The Sub-Recipient is required to certify annually that it is in compliance with FTA regulations concerning drug and alcohol testing and must submit an annual report to the State. The Sub-Recipient has signed the Certification of Compliance with FTA Anti-drug and Misuse Prevention Program (**Exhibit F**) to this effect and **Exhibit F** is attached to and made a part of this Agreement.

10. DRUG-FREE WORKPLACE

The Sub-Recipient will maintain a drug-free workplace for all employees and must have an antidrug policy and awareness program. The Sub-Recipient must comply with all requirements of 49 CFR Part 32.

11. ENERGY EFFICIENCY AND CLEAN AIR ACT

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiencies, including the requirements contained in ASHRAE Standard 90:1-1999 and the Energy Policy and Conservation Act, 42 U.S.C. 6321 which, among other things, authorized development and implementation of State energy conservation plans. The Sub-Recipient will comply with sections 306 and 508 of the Clean Air Act of 1995, which establishes, among other things, national standards for vehicle emissions, 42 U.S.C. 7401, *et seq*. The Sub-Recipient will comply with Executive Order 11738 and Environmental Protection Agency (EPA) regulations.

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Sub-Recipient acknowledges and agrees that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Sub-Recipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Sub-Recipient will include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. The Sub-Recipient will not modify the above clause, except to identify the subcontractor who will be subject to its provisions.

13. PRIVACY ACT

If the Sub-Recipient maintains files on drug and alcohol enforcement activities for FTA, and those files are maintained in such a way that information could be retrieved by personnel identified, then all requirements of the Privacy Act apply.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq*. and USDOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to the Sub-Recipient's actions pertaining to the PROJECT. Upon execution of the underlying agreement, the Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement the Sub-Recipient has made, makes, may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this agreement work is being performed. In addition to other penalties that may be applicable, the Sub-Recipient further acknowledges that if the Sub-Recipient makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Sub-Recipient to the extent the federal government deems appropriate.

15. EMPLOYEE POLITICAL ACTIVITY

To the extent applicable, the Sub-Recipient will comply with the provisions of the Hatch Act, 5 U.S.C. 1501-1508 and 7324-7326, and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees," 5 CFR Part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with federal funds including a federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of other agencies or entities performing related functions) receiving FTA assistance to whom the Hatch Act would otherwise apply.

16. ASSET (FACILITY, EQUIPMENT, AND VEHICLE) MAINTENANCE PLAN

The Sub-Recipient will participate and comply with the requirements of the Asset Management Program. The Sub-Recipient's participation will ensure the maximum useful life of each asset is obtained while maintaining a safe working environment.

The Sub-Recipient, as part of the assets maintenance plan, will submit a written maintenance plan to the State which plan will include a series of inspections and routine maintenance actions designed to ensure the proper care and maximum useful life of assets, and a record keeping system that maintains adequate permanent records of maintenance and inspection activity for assets.

The Sub-Recipient will service each vehicle in accordance with the maintenance schedule located in the owner's manual of the vehicle and will keep records to show service was completed. Upon request by the State, the Sub-Recipient will allow the State to review maintenance records.

17. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and condition required by the State, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the State, as set forth in this Agreement, are incorporated by reference. All FTA mandated terms will be deemed to control in the event of a conflict with other provision contained in this Agreement. The Sub-Recipient will not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

The Sub-Recipient will include this requirement in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

18. FEDERAL WATER POLLUTION CONTROL ACT

The Sub-Recipient will comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq*. The Sub-Recipient will report each violation to the State and understands and agrees the State will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

19. ENERGY CONSERVATION

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

20. REPORTING OF PROJECT EVENTS

The Sub-Recipient will report to the State any event that may impact the schedule, cost, capacity, usefulness, or purpose of the project under this Agreement immediately upon discovery. Pursuant to Section 39(b)(1)(2) of the FTA Master Agreement, if a current or prospective legal matter that may affect the Federal Government emerges, the Sub-Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Sub-Recipient is located. The Sub-Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

D. AUTHORIZATION

The Sub-Recipient has designated its Mayor as the Sub-Recipient's authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the Sub-Recipient. A copy of the Sub-Recipient's Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the Sub-Recipient's authorized representative is attached to this Agreement as **Exhibit H**.

This Agreement has been executed by the State and the Sub-Recipient, acting by and through their duly authorized representatives.

City of Mitchell, South Dakota	State of South Dakota Department of Transportation
By: _____	By: _____
Printed Name: _____	Printed Name: Kellie Beck
Its: Mayor	Its: Division Director of Finance and Management
Date: _____	Date: _____
Attest:	
By: _____	

Printed Name: _____

City Finance Officer

(City Seal)

EXHIBIT A

LOCAL CIVIL RIGHTS ASSURANCES

City of Mitchell, South Dakota, certifies as a condition to receiving federal assistance under Section 5311 Infrastructure Investment and Jobs Act of 2021, as amended, that:

1. No person will on the grounds of race, color, national origin, sex, age, religion, or disability be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives federal financial assistance from the Federal Transit Administration.
2. City of Mitchell, South Dakota, will not discriminate against any employee or applicant for employment because of race, color, sex, age, disability, or national origin, and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age, disability, religion, or national origin.
3. City of Mitchell, South Dakota, will conduct any program or operate any facility that receives or benefits from federal financial assistance administered by the State in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, "Nondiscrimination on the Basis of Disability in Federally Assisted Programs or Activities Receiving from Federal Financial Assistance."
4. Special efforts are being made to provide transportation that people with disabilities, including wheelchair users and semi-ambulatory persons, can use. This transportation will be reasonable in comparison to the transportation provided to the general public and will meet a significant fraction of the actual transportation needs of such persons within a reasonable time. (This "Special Efforts Certification" may be filed with the State on a one-time basis and referenced in each application).
5. A Standard South Dakota Department of Transportation Title VI/Nondiscrimination Assurance, signed and dated, has been filed with the State.

The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

City of Mitchell, South Dakota

By: _____

Its: _____

Date: _____

EXHIBIT B

ASSURANCE CONCERNING NONDISCRIMINATION ON THE BASIS OF DISABILITY
IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES
RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

Implementing the Rehabilitation Act of 1973, as amended, and
the Americans With Disabilities Act of 1990

City of Mitchell, South Dakota, ("the Sub-Recipient")

AGREES THAT, as a condition to the approval or extension of any federal financial assistance from the Federal Transit Administration (FTA) to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research or to participate in or obtain any benefit from any program administered by the FTA, no otherwise qualified person with a disability will, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance administered by the FTA or any entity within the United States Department of Transportation (USDOT).

Specifically, the Sub-Recipient GIVES ASSURANCE that it will conduct any program or operate any facility so assisted in compliance with all applicable requirements imposed by USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990 (any subsequent amendments thereto) set forth at 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by any other federal departments or agencies.

City of Mitchell, South Dakota
By: _____

Its: _____

Date: _____

EXHIBIT C

CERTIFICATION FOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

City of Mitchell, South Dakota, as an applicant for an FTA grant, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

City of Mitchell, South Dakota, certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA or South Dakota Department of Transportation.

City of Mitchell, South Dakota, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of City of Mitchell, South Dakota.

City of Mitchell, South Dakota

By: _____

Its: _____

Date: _____

Exhibit D

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES AND
OTHER APPLICABLE LAWS AND REGULATIONS
JUNE 1, 2025

By entering into this grant agreement, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") assures and certifies, with respect to this Grant, that 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 Project. Performance under this grant agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the CITY. The applicable provisions to this grant agreement include, but are not limited to, the following:

During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration

may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

General Federal Legislation

a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
c. Hatch Act – 5 U.S.C. 1501, et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
e. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
l. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
n. American Indian Religious Freedom Act, P.L. 95-341, as amended
o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
x. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
y. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
z. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ff. Freedom of Information Act – 5 U.S.C. 552, as amended
gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
ii. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
ll. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
nn. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
oo. Wilderness Act – 16 U.S.C. 1131-1136
pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.

qq. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
ss. Cargo Preference Act of 1954 – 46 U.S.C. 55305
tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
uu. Bringing in and harboring certain aliens – 8 U.S.C. 1324
vv. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

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 12549 – Debarment and Suspension
e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
f. Executive Order 14025 – Worker Organizing and Empowerment
g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
h. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
i. Executive Order 14154 – Unleashing American Energy
j. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
k. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-based Opportunity

Presidential Policy Directives and Memorandums
a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations
a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32

q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this grant agreement)

Office of Management and Budget Circulars
a. Any applicable OMB Circular.

Highway Federal Legislation
a. Highways – Title 23, U.S.C. including but not limited to:
b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
c. Letting of Contracts, 23 U.S.C. 112
d. Highway Design and Construction Standards, 23 U.S.C. 109
e. Prevailing Rate of Wage, 23 U.S.C. 113
f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
g. Tolls, 23 U.S.C. 301 (to the extent the Recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
i. Buy America – 23 U.S.C. 313 (see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)
j. Nondiscrimination – 23 U.S.C. 140
k. Efficient Environmental Reviews - 23 U.S.C. 139

Federal Highway Regulations
a. Highways – Title 23, C.F.R. including but not limited to the specific parts identified herein.
b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
c. National Highway System Design Standards – 23 C.F.R. Part 625
d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
e. Construction and Maintenance – 23 C.F.R. Part 635
f. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
g. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
i. Intelligent Transportation System Architecture and Standards – 23 C.F.R. Part 940
j. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
k. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
l. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
m. External Programs – 23 C.F.R. Part 230

Specific assurances required to be included in the grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this grant agreement.

****

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000.00)

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-Recipient will complete and submit Standard Form, LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers including, but not limited to third party contracts, subcontracts, subagreements, and other third-party agreements under a federal grant, cooperative agreement, loan, line of credit, and will certify and disclose accordingly.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure act of 1995).

v. The Sub-Recipient understands any person who does not file a required Certification is subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

City of Mitchell, South Dakota

By: _____

Its: _____

Date: _____

EXHIBIT F

Certification of Compliance with FTA Anti-drug and
Alcohol Misuse Prevention Programs

City of Mitchell, South Dakota, as an applicant for a FTA grant, certifies to the best of its knowledge and belief, that it has adopted and implemented the following:

A. A policy statement on drug use and alcohol misuse in the workplace.

B. An employee and supervisor education and training program.

C. A drug and alcohol testing program for employees and drug testing for applicants for employment in safety-sensitive positions and procedures to follow in the event of a positive test.

D. Administrative procedures for record keeping, reporting and releasing drug and alcohol information to authorized parties.

City of Mitchell, South Dakota, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of the City of Mitchell, South Dakota.

City of Mitchell, South Dakota

By: _____

Its: _____

Date: _____

EXHIBIT G

Budget No. 1

PROJECT DESCRIPTION AND BUDGET

Project	Federal Share	Local Share	Total

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:	October 20, 2025	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2025-64, Peaceful Pines Assignment Agreement		
Explanation/Background of Agenda Item Requested:	This assignment agreement is in relation to Tax Increment District 43. The purpose of the agreement is to assign the right to payments of the tax increment from the developer to the bank. No new financial obligations are being created for the City. We are just agreeing to pay the tax increment to the bank instead of the developer.		

ASSIGNMENT AGREEMENT FOR TAX INCREMENT FINANCING DISTRICT NUMBER 43

THIS ASSIGNMENT AGREEMENT FOR TAX INCREMENT FINANCING DISTRICT NUMBER 43 ("Agreement") is entered into by **PPSL Mitchell, LLC**, a South Dakota corporation, of 432 5th St, Brookings, SD 57006 ("Developer"), the **CITY OF Mitchell**, a South Dakota municipal corporation, of 612 N Main St, Mitchell, SD 57301 ("City"), and **BANKWEST, INC.**, a South Dakota banking corporation, of 420 South Pierre Street, Pierre, SD 57501 ("Lender"). The above-referenced parties may be collectively referred to herein as the "Parties."

WHEREAS, the City Council of the City of Mitchell approved Resolution R2025-47 on July 7, 2025, creating Tax Increment Financing District Number 43 pursuant to Chapter 11-9 of the South Dakota Codified Laws. A copy of Resolution R2025-47 is attached hereto as Exhibit A and is incorporated herein by reference; and

WHEREAS, the City, by and through its adoption of Resolution R2025-47, also approved a Project Plan for Tax Increment Financing District Number 43, identifying the project costs payable from the tax increment generated, pursuant to SDCL 11-9-14 and SDCL 11-9-15; and

WHEREAS, pursuant to SDCL 11-9-2(5), the City is empowered to enter into contracts or agreements necessary and convenient to implement the provisions and effectuate the purposes of the Project Plan; and

WHEREAS, on July 21, 2025, Developer and City entered into a Development Agreement concerning construction of public improvements and development of commercial property and residential housing within the boundaries of Tax Increment District Number 43 (the "TID" or "TID District") between PPSL Mitchell LLC and the City of Mitchell ("Development Agreement"), attached hereto as Exhibit B; and

WHEREAS, Developer has agreed to advance the funds necessary to construct the public improvements in the TID District and otherwise effectuate the Project Plan, as further explained in the Development Agreement; and

WHEREAS, Lender has agreed to loan the funds to Developer to accomplish the purposes set forth in the Development Agreement on the condition that the Developer assign its interest in both the Development Agreement and all future positive tax increments owed to Developer pursuant to the Development Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties set forth herein, the Parties agree as follows:

1. City's Payment to Lender. City will pay directly to Lender those positive tax increments which are collected by the City and annually appropriated pursuant to Section 2.02 of the Development Agreement and which are due to Developer pursuant to the Development Agreement until Developer's loan obligation to Lender is paid in full or the Tax Increment Financing District is dissolved, whichever comes first. It is the specific intent of the Parties that

the assignment in this Paragraph 1 constitute an assignment of Developer's rights to payment under Section 2.10 of the Development Agreement. The parties agree the City is not obligated to pay any sums to Lender other than the amounts due to Developer under the Development Agreement. Any obligation the City has to Lender shall cease by the City's paying to Lender the tax increments due to Developer until Developer's loan obligation is satisfied or Tax Increment Financing District 43 is terminated, whichever comes first. Payments will be made to Lender at the address above, or at a different address upon written notice by Lender.

2. Insufficient Increments to Pay Developer's Loan Obligation. Lender agrees that, if City makes payment to Lender of all funds due to Developer under the Development Agreement, there is no liability by City for Developer's loan obligation and Lender shall look solely to its loan agreement(s) with Developer and Developer's guarantors, if any, for any rights of recovery upon default. If Tax Increment Financing District 43 is terminated before Lender is paid in full for Developer's loan obligation or if the increments are insufficient to pay Developer's loan obligation, Lender's sole recourse shall be against Developer and its guarantors, and the City shall have no liability to Lender, provided, however, the City has made all prior payments to Lender required herein.

3. Exchange of Information. Upon reasonable request and notice, Lender agrees to provide financial reports to City and Developer to advise them of the ongoing status of the loan obligation by Developer to Lender. Upon reasonable request and notice, City agrees to provide information to Lender to advise about the completion of public improvements and any certification of costs of improvements made in Tax Increment Financing District 43.

4. Developer's Payments to Lender. All Parties to this Agreement acknowledge that City's obligation to pay pursuant to this Agreement remains even if Developer makes separate payments to Lender for Developer's loan obligation. The Parties agree that City's obligation to pay Lender continues regardless of payments Developer makes to Lender until Lender has been paid in full for Developer's loan obligation or until Tax Increment Financing District 43 is dissolved, whichever comes first.

5. Assignment of Development Agreement to Lender. Developer hereby assigns to Lender all of Developer's right, title, and interest in and to the Development Agreement as additional security for Developer's loan obligation. Until and unless there is a default by Developer with respect to Lender, as described in the applicable loan documents, Developer may and shall continue to act as Developer under the terms of the Development Agreement and shall have all rights, duties, and obligations associated therewith. The City acknowledges and approves this collateral assignment of the Development Agreement from Developer to Lender through the signature of its authorized representative below.

6. Lender Bound by Development Agreement. Lender agrees to be bound by the terms of the Development Agreement between City and Developer relating to payment. The parties agree that City's obligation for payment in this Agreement is limited to those amounts set forth in the Development Agreement.

7. Security Interest. Developer hereby grants Lender a security interest in all funds actually received or collected by City to support any properly approved or revised project plan for Tax Increment Financing District 43, as such TID District may also be revised, expanded, or otherwise supplemented to support the Project, and that the City is obligated to pay to Developer under the Development Agreement.

8. Notice of Developer Default. City agrees to provide Lender with contemporaneous notice of any default by Developer under the terms of the Development Agreement.

9. Lender's Assumption of Development Role. In the event of Developer's default with respect to Lender, as described in the applicable loan documents, or with respect to City, as described in the Development Agreement, Lender may, upon written notice to the City and without further consent from the Developer, assume the rights, duties, and obligations of the Developer under the Development Agreement. In such event and upon written notice to the City, Lender shall, contingent upon Lender's cure of all then-existing defaults by the Developer under the Development Agreement, have all the rights, duties, and obligations of Developer under the Development Agreement. City shall thereafter continue in a manner provided for in the Development Agreement as if Lender were originally a party thereto as developer.

10. Lender's Consent. The City agrees it will not enter into, accept, or perform any material change or modification of the Development Agreement without the prior written consent of Lender. The right, title, and interest of Lender under the Development Agreement pursuant to this Assignment shall not be modified in any material way without the prior written consent of Lender.

11. Definitions. The term "Development Agreement" as used in this Agreement includes the Development Agreement of July 21, 2025 concerning Tax Increment Financing District Number 43 between PPSL Mitchell, LLC and the City of Mitchell and any subsequent revisions or amendments thereto approved by the parties, including any properly approved revised project plan that may affect Section 3 of the Development Agreement. The term "Developer's loan obligation" as used in this Agreement is Developer's debt to Lender for public improvements approved as part of any Project Plan for Tax Increment Financing District 43.

12. Counterparts. This Agreement may be executed in counterparts and by different parties on different counterparts with the same effect as if the signatures thereto were on the same instrument. This Agreement shall be effective and binding upon the Parties as of the date in which the last party executes a counterpart of this Agreement ("Effective Date").

13. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns.

14. Entire Agreement. This Agreement, together with the related written agreements specifically referred to herein, represents the only agreement among the parties concerning the subject matter of this contract and supersedes all prior agreements, whether written or oral, relating to the subject matter of this agreement.

15. Modification and Waiver. No purported amendment, modification, or waiver of any provision hereof shall be binding unless set forth in a written document signed by all parties (in the case of amendments or modifications) or by the party to be charged thereby (in the case of waivers). Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.

16. Notice to Terminate and Cure. City will not terminate the Development Agreement without first giving fifteen (15) days prior written notice to Lender, which notice shall set forth the alleged defaults by the Developer upon which the notice is based. City agrees upon the giving of such notice, Lender shall have the right during such fifteen (15) day period to exercise Lender's rights under this Agreement and cure the defaults by Developer that the City asserts as grounds for the notice of termination.

17. Governing Law and Venue. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of South Dakota, and venue for any dispute arising hereunder shall be exclusively in a court of competent jurisdiction in Davison County, South Dakota.

18. Invalid Provisions and Waiver. If any term, restriction, or covenant of this Agreement is deemed illegal or unenforceable, all other terms, restrictions and covenants hereof shall remain unaffected to the extent permitted by law. No waiver by any party of any default, misrepresentation or breach of any representation, warranty, or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of any representation, warranty, or covenant hereunder, or affect in any way any rights arising by virtue of any default, misrepresentation or breach of any representation, warranty, or covenant prior to or subsequent to such occurrence.

19. Construction. This Agreement shall be deemed to be prepared jointly by the parties hereto and neither shall be deemed to be its sole author. In the event of any claim of ambiguity, no provision shall thereby be construed against either party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in the manner appropriate to each as of the Effective Date.

Dated this _____ day of October, 2025.

Attest

_____
Jordan Hanson, Mayor

_____
Michelle Bathke, City Finance Officer

(seal)

State of South Dakota)
) ss.
County of Davison)

On this the _____ day of October, 2025, before me, the undersigned officer, personally appeared Jordan Hanson and Michelle Bathke, who acknowledged themselves to be the Mayor and City Finance Director, respectively, of the City of Mitchell, a municipal corporation, and that they as such Mayor and City Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the City of Mitchell by themselves as Mayor and City Finance Officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
Notary Public, South Dakota

My Commission Expires:

(SEAL)

Dated this ___ day of _____, 2025.

BANKWEST, INC.

By: _____

Printed Name: Liz Salmonson

Its: Mitchell Branch Manager

State of South Dakota)
) ss.
County of Davison)

On this the _____ day of _____, 2025, before me, the undersigned officer personally appeared Liz Salmonson, who acknowledged himself/herself to be the Mitchell Branch Manager of BankWest, Inc., and that as such Mitchell Branch Manager, being duly authorized so to do, he executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)

_____
Notary Public
My Commission Expires _____

Dated this _____ day of _____, 2025.

Developer:
PPSL Mitchell, LLC

By _____
Its

By _____
Its

State of South Dakota)
) ss.
County of Davison)

On this the _____ day of _____, 2025, before me, the undersigned officer personally appeared _____, who each acknowledged himself to be a _____ of _____, LLC, and that each as such _____, being duly authorized to do so, executed the foregoing for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(seal)

_____
Notary Public
My Commission Expires _____

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	October 20, 2025	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2025-72, Plat of Lots 7A & 9A in Tract D, Wild Oak Golf Club Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lots 7A & 9A in Tract D, Wild Oak Golf Club Addition to the City of Mitchell, in the SE 1/4 of Section 23, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Dakota Wesleyan University. Planning Commission motioned to approve. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 10-14-2025.		

RESOLUTION #R2025-72

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 14th day of October, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOTS 7A & 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOTS 7A & 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 20th day of October, 2025.

_____

MAYOR

ATTEST:

_____

FINANCE OFFICER

{SEAL}

2300
2304
QUIETT LN
DWU-Vacated
DWU-Vacated
Kittle, Dan & Ashley
MILDRED CT
Reider, Randy & Rochelle
2209
Lot 7-A
+/- .631 Acres
Lot 9-A
+/- ..788 Acres

309 MILDRED CT
2301 QUIETT LN
MILDRED CT
QUIETT LN
QUIETT LN

1 Inch = 50 Feet

LEGEND

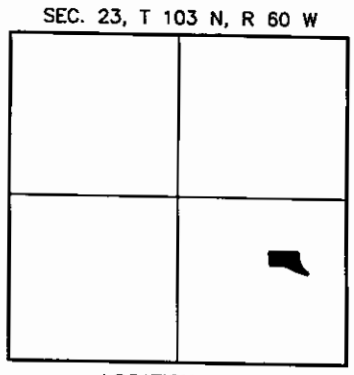
- ● = FOUND IRON MONUMENT
- O = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- □ = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- ■ = FOUND NAIL
- ◇ = SET 3/8" x 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT
- X = SET "X" ON CONCRETE

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

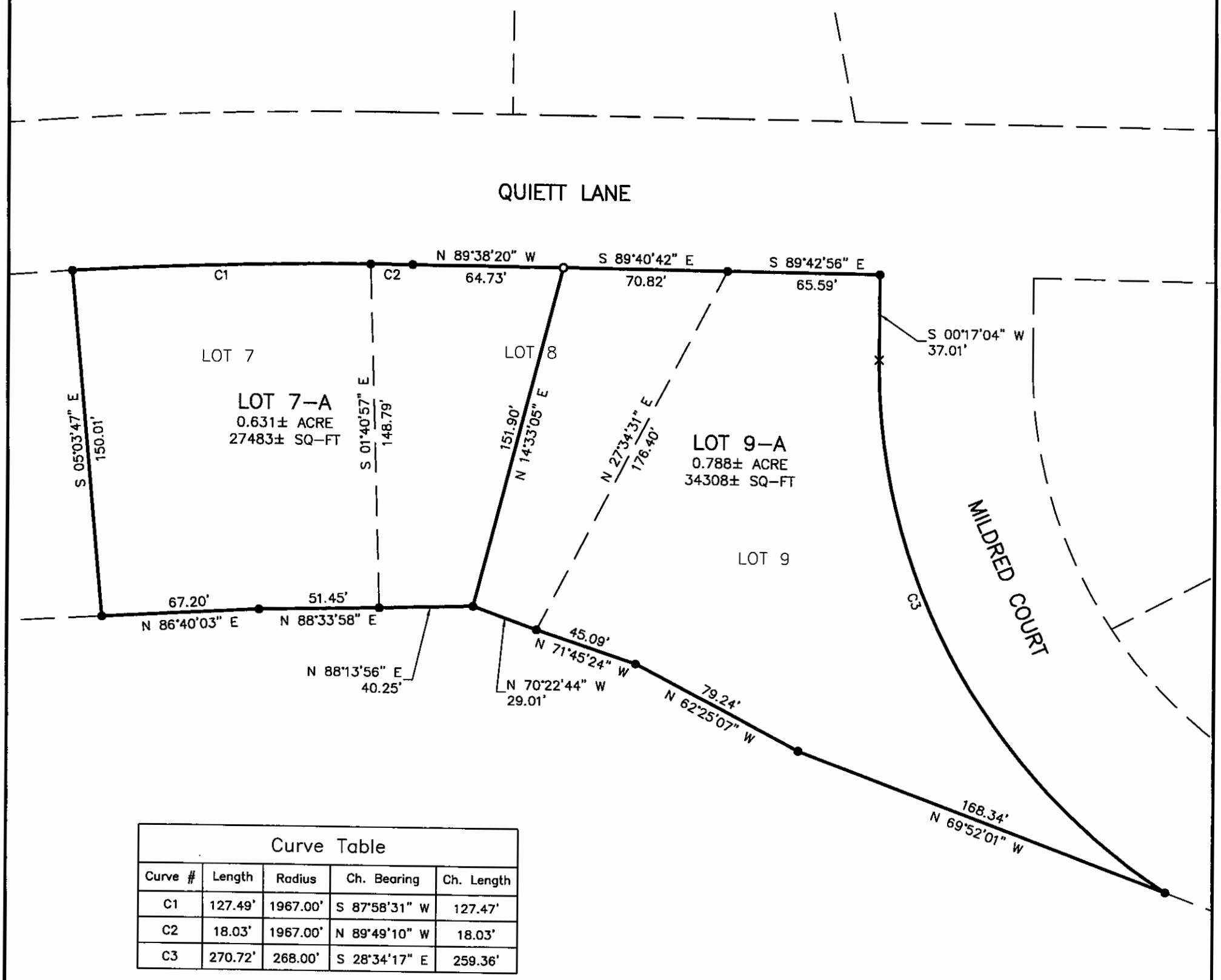
COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE, STATE PLANE - NORTH AMERICAN DATUM 1983 - GEOID 18. GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

NOTE:
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT OR TITLE COMMITMENT. EASEMENTS OF RECORD WERE NOT RESEARCHED AND ARE NOT SHOWN UNLESS OTHERWISE NOTED.

SEC. 23, T 103 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'



Curve Table				
Curve #	Length	Radius	Ch. Bearing	Ch. Length
C1	127.49'	1967.00'	S 87°58'31" W	127.47'
C2	18.03'	1967.00'	N 89°49'10" W	18.03'
C3	270.72'	268.00'	S 28°34'17" E	259.36'

A PLAT OF LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of the owners as listed under the Owner's Certificate and Dedication, and under their direction for purposes indicated therein, I did on or prior to September 4, 2025, survey those parcels of land described as follows: LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate LOT 7 IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 26 ON PAGE 11; AND LOT 8 IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 41 ON PAGE 10; AND LOT 9 IN TRACT D, WILD OAK GOLF CLUB ADDITION IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 20 ON PAGE 41.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 24TH day of September, 2025.

Registered Land Surveyor #SD13714

REGISTERED LAND SURVEYOR
REG. NO. 13714
JEREMY A. WOLBRINK
SOUTH DAKOTA
9-24-25

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that Daniel R. Kittle and Ashley K. Kittle, the undersigned, hereby certify that they are the absolute and unqualified owners of LOT 7 IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA; and that Jodi Landgaard, the undersigned, hereby certifies that Dakota Wesleyan University, a South Dakota nonprofit corporation, is the absolute and unqualified owner of LOT 8 IN TRACT D, WILD OAK GOLF CLUB ADDITION IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; and that Randy J. Reider and Rochelle L. Reider, the undersigned, hereby certify that they are the absolute and unqualified owners of LOT 9 IN TRACT D, WILD OAK GOLF CLUB ADDITION IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; the plat is of a parcel of ground located in TRACT D, WILD OAK GOLF CLUB ADDITION IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at our request and under our direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and we hereby dedicate to the public, for public use forever as such, the streets and alleys, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said Lots 7A and 9A shall conform to all existing applicable zoning, subdivision, erosion, sediment control and drainage regulations and ordinances; further that there now exists Quiett Lane and Mildred Court. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections conform to and follow all regulations of the South Dakota Department of Agriculture and Natural Resources relating to the same. Additionally, the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

We also hereby certify that the platting of said LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, does hereby vacate LOT 7 IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 26 ON PAGE 11; AND LOT 8 IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 41 ON PAGE 10; AND LOT 9 IN TRACT D, WILD OAK GOLF CLUB ADDITION IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 20 ON PAGE 41.

IN WITNESS WHEREOF, we have hereunto set our hands this 26th day of September, 2025.

Daniel R. Kittle

Ashley K. Kittle

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the 26th day of September, 2025, before me, Sherry Kirby, the undersigned officer, personally appeared Daniel R. Kittle and Ashley K. Kittle, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public, South Dakota
My Commission Expires: 11-26-2026

REGISTERED LAND SURVEYOR
REG. NO.
13714
JEREMY A.
WOLBRINK
SOUTH DAKOTA
9-24-25

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of September, 2025.

Jodi Landgaard

Jodi Landgaard, Vice President for Finance and Administration of Dakota Wesleyan University, a South Dakota nonprofit corporation

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the 30th day of September, 2025, before me, Sherry Kirby, the undersigned officer, personally appeared Jodi Landgaard, who acknowledged herself to be the Vice President for Finance and Administration of Dakota Wesleyan University, a South Dakota nonprofit corporation, and that she, as such Vice President for Finance and Administration, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as the Vice President for Finance and Administration.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sherry Kirby
Notary Public, South Dakota
My Commission Expires: 11-25-2026

IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of September, 2025.

Randy J. Reider
Randy J. Reider

Rochelle Reider
Rochelle L. Reider

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the 30th day of September, 2025, before me, Sherry Kirby, the undersigned officer, personally appeared Randy J. Reider and Rochelle L. Reider, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Sherry Kirby
Notary Public, South Dakota
My Commission Expires: 11-25-2026

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of said LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of said LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned does hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2025.

REGISTERED LAND SURVEYOR
REG. 13714
JEREMY A. WOLBRINK
SOUTH DAKOTA
9-24-26

_____
Chairperson/Vice Chairperson of the City of Mitchell Planning Commission

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY COUNCIL

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

WHEREAS, it appears from an examination of the plat of said LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of said LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned does hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the

_____ day of _____, 2025.

_____
Finance Officer/Deputy Finance Officer of the City of Mitchell

CERTIFICATE OF COUNTY TREASURER

The undersigned does hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

_____ _____
Treasurer/Deputy Treasurer, Davison County Date

DIRECTOR OF EQUALIZATION

The undersigned does hereby certify that a copy of the plat of said LOTS 7A AND 9A IN TRACT D, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 23, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

_____ _____
Director of Equalization/Deputy Director of Equalization, Davison County Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2025, at _____, and recorded in Book _____ of Plats on Page _____ therein.

_____ By_____
Register of Deeds, Davison County Deputy

REGISTERED LAND SURVEYOR
13714
JEREMY A.
WOLBRINK
SOUTH DAKOTA
9-24-25

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	October 20, 2025	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2025-73, Creating Tax Increment District #44 and Approving Project Plan		
Explanation/Background of Agenda Item Requested:	This proposed TIF District #44 relates to the Chef Louie's development. It is anticipated that the Developer will be building a new restaurant, bar, and banquet room, resulting in the creation of up to 15 new full-time employees and 25 part-time employees upon completion of the project. The primary purpose of the TIF is to utilize the increment generated to reimburse the costs of improving the site and related project expenses. After receiving initial application materials, the TIF Review Committee met to determine if the project plan included all the information required by law and ordinance. After all revisions, the project plan does now appear to meet all requirements of state and local law. The Planning Commission met and held a hearing on the matter on October 14, 2025. The commission voted in favor of setting the boundaries described in the project plan and recommended adoption of the project plan. This TIF would function the same as many past City TIFs where debt is not issued against the TIF. The city passes on the increment to the developer as a grant when the increment is generated. This means that any risk that the TIF does not generate the anticipated funds falls on the recipient, not the City, and that the TIF requested dollars will not count as constitutional debt against the City. The Developer will also certify costs for reimbursement and has agreed to waive the discretionary formula. Project funds are classified as grants which the developer may use to offset eligible project costs as described in the Project Plan. Planning Commission minutes are included for council reference. All required findings and statements to create and approve TIF 44 are contained within the proposed resolution.		

RESOLUTION R2025-73

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

WHEREAS, the City of Mitchell has the power, pursuant to SDCL 11-9-2, to create Tax Incremental District Number Forty-four (TID 44) and to define the district's boundaries; and

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

WHEREAS, the City of Mitchell Planning Commission held a hearing on October 14, 2025 at which any interested parties were afforded a reasonable opportunity to express their views on the proposed creation of a tax incremental district; and

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

THEREFORE, IT IS HEREBY RESOLVED:

1. Pursuant to SDCL 11-9-5, there is hereby created, as of October 20, 2025, the City of Mitchell Tax Incremental District Number Forty-four (TID 44). TID 44 is legally described as follows:

   Lots Two B One (2B1) and Two C One (2C1), a Subdivision of Lot Two (2), Block Four (4), Westwood First Addition in the Northwest Quarter (NW1/4) of Section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., City of Mitchell, Davison County, South Dakota;

   That portion of Commerce Street located along the westerly border of Lots Two B One (2B1) and Two C One (2C1); and

   Lot One (1), Block Ten (10), a Subdivision of Block Four (4) of Westwood First Addition in the Northwest Quarter (NW1/4) of Section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., City of Mitchell, Davison County, South Dakota.

   with a map showing said boundaries included in the Project Plan presented to Council on October 20, 2025.

2. A hearing by the City of Mitchell Planning Commission concerning the creation and boundaries of TID 44 was held on October 14, 2025.

3. The City Council, in consideration of the project plan, other documentary evidence, and testimony, hereby makes the following findings:

a. Pursuant to SDCL 11-9-8, not less than fifty percent (50%) by area of the real property within the proposed tax increment district will stimulate and develop the general economic welfare and prosperity of the City of Mitchell and State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources;
b. Further pursuant to SDCL 11-9-8, the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in TID 44;
c. Pursuant to SDCL 11-9-13, the project plan for TID 44 includes information satisfying each of the 5 requirements contained therein;
d. Pursuant to SDCL 11-9-16, the project plan for TID 44 includes information satisfying each of the 6 requirements contained therein; and
e. The plan is feasible and in conformity with the master plan of the City.
f. The aggregate assessed value of the taxable property in the District, plus all other tax incremental districts does not exceed ten (10%) percent of the total assessed valuation of the City.
g. TID 44 will be designated as an Annual Appropriations TIF to ensure that it does NOT count against constitutional debt.

4. Based on the findings in Section 3 above, the City hereby approves and adopts the project plan and the proposed boundaries as recommended by the City of Mitchell Planning Commission.

5. The City hereby directs the City of Mitchell Finance Officer to take such action as is deemed necessary to accomplish SDCL 11-9-20.

6. There is hereby created, pursuant to SDCL 11-9-31, the Tax Incremental District Number Forty-four Fund (TID 44 Fund).

7. All tax increments collected pursuant to TID 44 shall be deposited into the TID 44 Fund.

8. All funds in the TID 44 Fund shall be used solely for the purposes expressly stated and reasonably inferred in SDCL 11-9.

9. The City finds that the aggregate assessed value of the taxable property in the district plus the tax incremental base of all other existing districts does not exceed ten percent of the total assessed value of taxable property in the municipality.

10. The project plan is on file with the City of Mitchell Finance Officer.

11. A Developer's Agreement consistent with the provisions of this Resolution and the Project Plan shall be approved by separate action of the City Council.

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

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

_____
Jordan Hanson, Mayor

Attest:

_____
Michelle Bathke, City Finance Officer

(seal)

Tax Incremental District

Number 44

City of Mitchell, SD

Economic Development Project Plan
In conjunction with

Commerce Marketing Group II LLC, Developer

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INTRODUCTION AND PURPOSE

The purpose of this Plan, to be implemented by the City of Mitchell, Davison County, South Dakota, is to satisfy the requirements for Tax Incremental District Plan Number 44, City of Mitchell, Davison County as specific in SDCL Chapter 11-9. There are 11 mandated requirements of the Plan, each to be addressed in this Plan. The principal purpose of this Plan is to define eligible property and to define a Tax Incremental Plan for funding eligible activities in the eligible area of the city.

This Plan was prepared for adoption by the City Planning Commission and the City Council in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development through the construction of a new fine dining restaurant to be known as "Chef Louie's Restaurant" in Mitchell, South Dakota. The project seeks to reestablish this illustrious establishment as a key culinary destination in Mitchell. The project will consist of building a new restaurant/bar with banquet room located within Lot 2B1. The concept is a fine dining restaurant which will employ up to fifteen (15) full-time employees and up to twenty-five (25) part-time employees. The project will consist of the construction of a new 13,172 square foot building to house the restaurant, bar, and banquet room. The project will include the construction of a parking lot directly east of the facility. The facility will be located within the City of Mitchell, South Dakota, near the Mitchell Bypass. It will be situated in a key area serving traffic entering from the north and from Main Street, as well as from the south and through traffic entering the City of Mitchell from Interstate 90. This area has developed slowly over the past number of years. The new restaurant business will serve as a revival of "Chef Louie's Restaurant", which was long regarded as a cornerstone of the Mitchell, South Dakota dining scene and a premier destination for fine dining. The restaurant facility is estimated for completion in November of 2026. In conjunction with the construction of the restaurant facility and associated parking area, the developer will contribute to the further development of Commerce Street, which currently remains undeveloped along Lot 2B1 and Lot 2C1. This infrastructure improvement will support broader development along the bypass and enhance accessibility and travel along Commerce Street. The project described in this Project Plan will not proceed and is not economically feasible but for the use of tax increment financing.

Within the proposed TIF boundaries lies Lot 2C1 which is currently a bare lot located on the east side of Commerce Street. While the scope of this project plan is intended to focus on the construction of a new restaurant facility and adjoining parking lot discussed above, it is important to note that the Developer intends to make additional improvements to Lot 2C1. Lot 2C1 is designated for future use as a lodging facility. The development of a lodging facility will accommodate both business and leisure travelers, thereby increasing visitor engagement and economic activity in the vicinity. The development of Lot 2C1 is estimated for completion in November of 2028.

In addition to the planned improvements for Lot 2B1 and Lot 2C1, Lot 1, Block 10—an undeveloped parcel within the TIF boundaries—is also designated for future development. While the primary focus of this Project Plan is the construction of a new full-service restaurant and accompanying parking lot, the Developer has indicated plans for further enhancement of the adjacent Lot 1, Block 10 as part of the broader vision of the property. Specifically, Lot 1, Block 10 has been designated for the development of a quick-service restaurant, which will complement the overall commercial use of the site. Development of a quick-service restaurant will provide convenient dining options and will diversify the commercial offerings within the City of Mitchell. Although not included in the immediate scope of this Project Plan, the anticipated development of Lot 1, Block 10 represents a strategic component of the long-term revitalization efforts within the TIF district. The Developer estimates the construction of the quick-service restaurant will be completed by November of 2029.

Despite the planned improvements being TIF eligible in nature, Developer will not seek reimbursement for the costs associated with the development of Lot 2C1 into a lodging facility and Lot 1, Block 10 into a quick-service restaurant. As a result, the TIF amount sought from this Project is solely associated with the costs stemming from the new restaurant facility to be located in Lot 2B1.

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development to promote economic development throughout the TIF District and the City of Mitchell.

Development in the area is anticipated to start in the fall of 2025, with the potential for tax increment financing to provide the impetus and means to undertake this development at a faster pace than might occur otherwise, but more importantly to ensure that one of the City's long-standing business landmarks comes back to life, while adding new employment opportunities and a fine dining restaurant to the City of Mitchell. It is important to note that Lot 1, Block 10 is currently part of an existing Tax Incremental District (i.e., Davison County TID Number 2). SDCL § 11-9-6 allows for a Tax Incremental District to be created if it overlaps one or more existing tax districts. In this case, the lender that issued the loan for Davison County TID Number 2, First Dakota National Bank of Mitchell, South Dakota, has agreed to allow the overlapping TIF. This plan does not anticipate Lot 1, Block 10 generating any increment until 2031. It is anticipated that Davison County TID Number 2 will be paid in full by December 31, 2028. For the sake of clarity, the only tax increment from the City of Mitchell TIF Number 44 that would be applied to Davison County TID Number 2 would be that increment generated by Lot 1, Block 10.

Brief Description of Project:

The proposed development involves the construction of a new restaurant, bar, and banquet room with the objective of reviving a celebrated Mitchell landmark—"Chef Louie's Restaurant." With tax increment financing, the Developer is planning on the construction of the new restaurant building and up to fifteen (15) new full-time employees and twenty-five (25) part-time employees. In addition to the primary restaurant development, the project will catalyze infrastructure improvements, specifically the enhancement and further development of Commerce Street, contributing to improved access and functionality of the surrounding area. The project will also include the construction of a lodging facility and a quick-service restaurant. While the Developer will not seek reimbursement for the lodging facility and quick-service restaurant, the improvements will be made within the TIF area.

Brief Description of Project's Public Benefits:

To stimulate and leverage private sector development and redevelopment, and to promote economic development throughout the TIF District by constructing a new fine dining restaurant and employing up to 15 new full-time and 25 part-time employees. The project may also contribute additional lodging options within the City of Mitchell, attracting visitors, particularly in light of the planned premier dining establishment. The inclusion of a quick-service restaurant would offer a convenient dining option for both residents and visitors of the City of Mitchell, given the site's strategic location along the bypass, a heavily trafficked route that connects directly to Interstate 90. The project is to be located on the Mitchell Bypass located on the west side of the City of Mitchell, which will continue the progress being made in the area for economic growth.

GENERAL DEFINITIONS AS USED IN THIS PLAN

The following terms found in this Plan are defined as the following:

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

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

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

(1) dilapidation, age, or obsolescence;

(2) inadequate provisions for ventilation, light, air, sanitation, or open spaces;

(3) high density of population and overcrowding;

(4) the existence of conditions which endanger life or property by fire and other causes; or

(5) any combination of such factors;

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

The term blighted area[2] means An area that substantially impairs or arrests the sound growth of the political subdivision, inhibits housing development, constitutes an economic or social liability, or is a danger in its present condition and use to the health, safety, morals, or welfare of the public because of: -

(1) the presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures;

(2) predominance of defective or inadequate street layouts;

(3) faulty lot layout in relation to size, adequacy, accessibility, or usefulness;

(4) insanitary or unsafe conditions;

(5) the deterioration of site or other improvements;

(6) a diversity of ownership, tax, or special assessment delinquency exceeding the fair value of the land;

(7) defective or unusual conditions of title;

(8) the existence of conditions which endanger life or property by fire and other causes; or

(9) a predominance of open space with obsolete platting, diversity of ownership, or deterioration of structures of site improvements.

"City of Mitchell" means Mitchell, South Dakota.

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

"Developer" means Commerce Marketing Group II LLC, a South Dakota limited liability company.

"Developer's Agreement" means the agreement between Commerce Marketing Group II LLC and City of Mitchell concerning this Tax Incremental District.

"District" means the Tax Incremental District.

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

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

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

"Governing body" means the Mitchell City Council, South Dakota.

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[1] SDCL § 11-9-9
[2] SDCL § 11-9-10

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

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

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

"Owner" means Commerce Marketing Group II LLC, a South Dakota limited liability company.

"Planning Commission" means the Mitchell City Planning Commission South Dakota

"Plan" means this Project Plan.

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

"Project Plan" means a properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-1 3.

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

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

"Tax Incremental District" means a contiguous geographic area within a County defined and created by resolution of the governing body and named City of Mitchell Tax Incremental District #44.

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

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

PROPERTY WITHIN THE TAX INCREMENT DISTRICT

The real property to be located within the Tax Increment District is legally described as follows:

> Lots Two B One (2B1) and Two C One (2C1), a Subdivision of Lot Two (2), Block Four (4), Westwood First Addition in the Northwest Quarter (NW1/4) of Section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., City of Mitchell, Davison County, South Dakota;
>
> That portion of Commerce Street located along the westerly border of Lots Two B One (2B1) and Two C One (2C1); and
>
> Lot One (1), Block Ten (10), a Subdivision of Block Four (4) of Westwood First Addition in the Northwest Quarter (NW1/4) of Section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., City of Mitchell, Davison County, South Dakota.

The area making of the Tax Increment District #44 is shown on the boundary map attached to the following page

CREATION OF CITY OF MITCHELL TID NUMBER 44

Commerce Marketing Group II LLC, desires to create a Tax Incremental Financing District ("TID") to assist in the construction of public infrastructure and other TID eligible expenses on land located within the corporate limits of the City of Mitchell, Davison County, South Dakota. As presented by the Developer, the TID will consist of one (1) phase, as follows:

> Site preparation (asphalt, concrete, dirt work), and other TID eligible expenses for the Economic Development area proposed for the TID area. The construction of 13,172 square foot building located within Lot 2B1. The development will further include the construction of a parking lot on the east side of the building.

Once completed, the building and site improvements will allow Developer to construct a new fine dining restaurant, which will employ up to fifteen (15) new full-time employees and twenty-five (25) part-time employees. The construction of the new building and employment of additional employees will not happen without the TIF being approved. It is also projected that a lodging facility and quick-service restaurant will be built on the 2 remaining lots contained within the TIF District, which if completed will generate more tax increment.

Timing and weather permitting, Developer intends to begin construction on the new building in the fall of 2025 with a substantial completion date on or before November 1, 2026.

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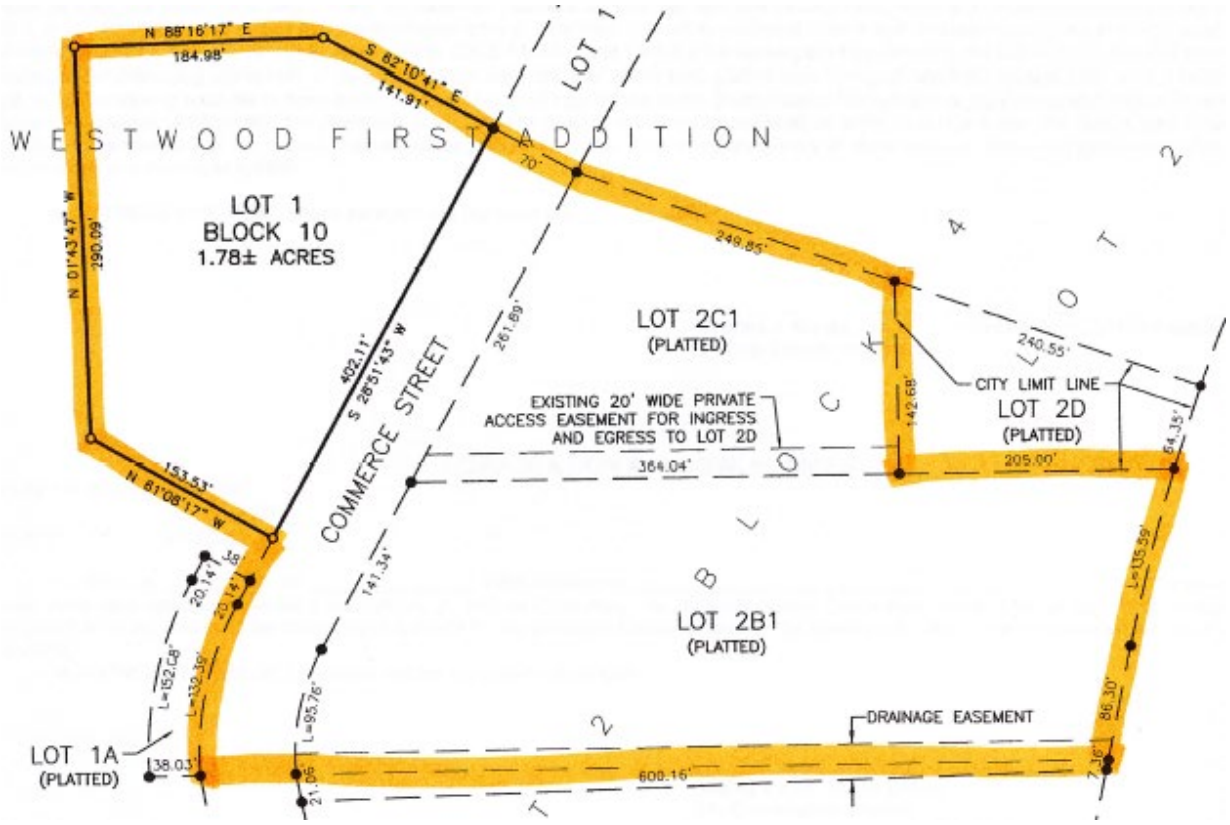
Figure 1. TID 44 Boundary

Mitchell TIF District 44 Boundary Map

-Outlined in Orange



Listing Of Kind, Number, Location And Detailed Costs Of Proposed Public Works And Improvements[3]

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

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

[3] SDCL §11-9-16(1)

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

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

TAXABLE VALUE OF MITCHELL

State law requires that tax increment districts cannot exceed ten percent of the taxable value of the City of Mitchell. This value for Mitchell is approximately $1,584,609,382. The base value of the taxable property for inclusion into this Tax Incremental District, as per the Director of Equalizations records, is $14,323 as set forth on the following page.

The base value of Lot 2B1, Lot 2C1, and Lot 1, Block 10 were requested from the Director of Equalizations. The above number of $14,323 was calculated based on that information as follows:

<u>Lot 2B1 and Lot 2C1</u>
Lots 2B1 and 2C1 were subdivided from Parcel No. 06160-00400-002-00 which currently has a certified value of $10,882 and consists of 4.74 acres. Lot 2B1 consists of 3.14 acres and Lot 2C1 consists of 1.34 acres. The value was calculated as follows:

$10,882/4.74 acres = $2,295.78/acre
3.14 acres * $2,295.78 = $7,208.75
1.34 acres * $2,295.78 = $3,076.35
$7,208.75 + $3,076.35 ≈ $10,285

<u>Lot 1, Block 10</u>
Although the parcel of Lot 1, Block 10 was subdivided from Parcel No. 15895-00400-002-00 which currently has a certified value of $149,071 and consists of 65.7 acres. Lot 1, Block 10 consists of 1.78 acres. The value was calculated as follows:

$149,071/65.7 acres = $2,268.78/acre
1.78 acres * $2,268.78 ≈ $4,038

Total Base Value: $10,285 + $4,038 = $14,323

TIF 44 Base Valuations

Lots Two B One (2B1) and Two C One (2C1), a Subdivision of Lot Two (2), Block Four (4), Westwood First Addition in the Northwest Quarter (NW1/4) of Section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., City of Mitchell, Davison County, South Dakota;

That portion of Commerce Street located along the westerly border of Lots Two B One (2B1) and Two C One (2C1); and

Lot One (1), Block Ten (10), a Subdivision of Block Four (4) of Westwood First Addition in the Northwest Quarter (NW1/4) of Section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Full & True Base Value: $14,323

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

Tax Increment District Number 8	$5,900,522
Tax Increment District Number 9	$49,543
Tax Increment District Number 14	$37,207
Tax Increment District Number 19	$13,143
Tax Increment District Number 20	$149,308
Tax Increment District Number 21	$139,817
Tax Increment District Number 23	$2,953,202
Tax Increment District Number 24	$602,220
Tax Increment District Number 26	$0
Tax Increment District Number 27	$985,641
Tax Increment District Number 28	$2,083,459
Tax Increment District Number 29	$391,053
Tax Increment District Number 30	$54,665
Tax Increment District Number 31	$600,605
Tax Increment District Number 32	$1,530,600
Tax Increment District Number 33	$776,329
Tax Increment District Number 34	$1,250,395
Tax Increment District Number 35	$130,385
Tax Increment District Number 36	$217,468
Tax Increment District Number 37	$77,929
Tax Increment District Number 38	$93,065
Tax Increment District Number 39	$208,387
Tax Increment District Number 40	$174,720
Tax Increment District Number 41	$367,837
Tax Increment District Number 42	$360,071
Tax Increment District Number 43	$26,040
Tax Increment District Number 44	$14,323
TOTAL	$19,187,934

The total value of all active TIF districts in Mitchell is less than 10% of total taxable value in the City. Using the base values provided above with the inclusion of the proposed TIF #44, the total Tax Increment Districts combined is less than 1.5% when compared to the 2024 Taxable Valuation.

The proposed Tax Incremental District will promote economic growth and enhancements in City of Mitchell. It is anticipated that a majority of properties within the district will see increases in their property valuation as a result of improvements made possible through creation of the proposed Tax Incremental District.

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COSTS OF PUBLIC WORKS OR IMPROVEMENTS

In accordance with SDCL § 11-9-16 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements:

Kind of Project Cost	Number of Projects	Location[4]	Amount	Reference[5]
Capital Costs		District	$0	11-9-14(1)
Financing Costs		District	$0	11-9-14(2)
Real Property Assembly		District	$0	11-9-14(3)
Professional Fees		District	$0	11-9-14(4)
Administrative Costs		District	$0	11-9-14(5)
Relocation Costs		District	$0	11-9-14(6)
Organizational Costs		District	$0	11-9-14(7)
Discretionary Costs and Grants		District	$2,921,326	11-9-14(8)
Eligible Project Costs			$2,921,326	

*See Schedule 1 - list of TIF-Qualified project costs to be paid by Developer which qualify as project costs under 11-9-14(1) through (7).

Estimated costs for non-project costs and TIF eligible costs may vary from actual costs incurred during construction. The grant to Developer is not controlled by the individual line items for TIF eligible costs. TIF

[4] District shall mean the Tax Increment District.

[5] SDCL §11-9-14

(1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

proceeds may flow through to Developer for certified TIF eligible expenses, without respect to a particular line item, based on the actual costs incurred for those TIF eligible expenses up to the total authorized TIF request amount of $2,921,326.

EXPENDITURES EXCEEDING ESTIMATED COST

Any expenditures which in sum would exceed the total amount stated above will require an amendment of this plan. All amendments are undertaken pursuant to SDCL §11-9-23.

DEVELOPER'S AGREEMENT

The City of Mitchell will enter into a Developer's Agreement with Developer with the following as the guidelines for the Agreement:

Financing Terms:

- Amount. The total amount of the TIF will not exceed $2,921,326.
- Interest Rate. There will be no interest rate applicable to the total authorized TIF Request of $2,921,326. Any reported interest arising from Developer project financing may be classified as a Non-Project Cost or TIF Eligible Cost, dependent on the details of the financing package, in the project cost breakdown.
- Length. The TIF will not exceed 20 calendar years from the year of creation.
- Expiration. The TIF will expire at the end of 20 years or when the $2,921,326 has been paid out in tax payment to the Developer from the taxes generated within the District, whichever comes first.

Legal Terms:

- Any owners of real property located within the TIF District will waive their right to the discretionary tax abatement.
- Should the State of South Dakota not classify the TIF as economic development, the TIF will not be finalized and will cease to exist.

Conditions of the Developer Agreement relating to Constitutional Debt:

The exclusive funding mechanism for this TID will be a grant pass-through of positive tax increment from the TID receipted into the TIF Fund. It is specifically a condition of the proposed Developer's Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The City shall have no obligation to commit any City funds from any other source into the TIF Fund other than the positive tax increment from the TID receipted into the TIF Fund. It is also to be specifically agreed that the City has made no representation that the proceeds from the TIF Fund shall be sufficient to retire any indebtedness incurred by Developer. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID to 20 years from the year of creation. As such, it is further understood that the amount of $2,921,326 will be the maximum amount the City will ever pass on acting as a conduit for TIF #44 for eligible project costs.

All TIF revenue will be passed onto the Developer as a grant until the full amount has been paid or 20 years from the year of creation, whichever happens first. The payment of tax increment funds under this Agreement is a grant under SDCL Chapter 11-9 (the "Grant"). The Grant is a personal property right vested with the Developer on the effective date of the Developer Agreement. The City will grant this amount to the Developer and thus not have to account for any assets on the City's financial statement. The Developer will be responsible for obtaining their financing and the City will not be liable for any Developer debt.

Upon completion of the construction of the project involving eligible project costs, the Developer shall certify to the City's Finance Officer the eligible project costs in sufficient detail to determine that payment of grant funds is solely for eligible project costs. The Developer shall provide contractor/supplier invoices or other supporting documentation upon request of the Finance Officer. Upon certification and verification of eligible project costs, the City shall pass-through all available tax increment fund revenues not to exceed $2,921,326 in a manner consistent with this section.

Given that the exclusive funding mechanism for this TID is the grant pass-through of positive tax increment from the TIF Fund, that no tax increment bonds will be issued in relation to this TID, and that the City shall have no obligation to commit other City funds, the City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. In recognition that the City cannot appropriate funds that have not accrued, the City's exclusive obligation shall be to budget and appropriate the positive tax increment from the TID receipted into the TIF Fund on an annual basis during the City's then current fiscal year, as may be required. Notwithstanding anything to the contrary contained in the proposed Agreement, the City hereby acknowledges and agrees that the obligations of the City under this Agreement are a material inducement for Developer to incur various development and construct improvements upon the TID property and the failure to pay tax increment to Developer will be financial detrimental to future improvements on said property.

If at any time during the term of this Agreement, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, and if the TID is eligible to be terminated pursuant to SDCL 11-9-46, then the Agreement shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City.

Developer Terms:

- Commerce Marketing Group II LLC, will act as the Developer and all TIF proceeds will flow to Developer.
- Developer will certify the costs to the City for reimbursement.
- The Developer shall submit a report to the City no later than November 15 of each calendar year on a form provided by the City.
- The City of Mitchell reserves the right to charge an annual administration expense. This fee will be used to offset any future expenses that may occur due to reporting. The amount will not exceed $5,000.00 in a calendar year.
- The Developer agrees to waive the discretionary formula for all construction within the TIF.

FEASIBILITY STUDY[6]

An economic feasibility study is attached as Schedule 4. The project is only feasible if there is contribution from the City through the Tax Increment District.

ECONOMIC DEVELOPMENT STUDY

Not less than 50% of the area will stimulate and develop the general economic welfare and prosperity of the

[6] SDCL §11-9-16(2)

state through the promotion and advancement of industrial, commercial, and manufacturing by creating a new fine dining restaurant business and expanding the employment opportunities in the City of Mitchell, as indicated in the Economic Development Study attached as Schedule 5.

Detailed List of Estimated Project Costs[7]

Attached as Schedule 1 is a detailed list of estimated Project Costs. No expenditure for Project Costs is provided for more than five years after the district is formed.

Fiscal Impact Statement[8]

Attached as Schedule 3 is the Fiscal Impact Statement on other taxing districts found within the Tax Increment District, both until and after the loans are repaid.

Method of Financing, Timing of Costs and Monetary Obligations[9]

Project Costs shall be paid by the proceeds of tax increment revenue. The City may reimburse for administrative costs from the tax increments at the end of the Plan after payment of all approved reimbursable costs.

Maximum Amount of Tax Incremental Revenue

The maximum amount of monetary obligations to be paid through Tax Increment Number 44 shall not to exceed $2,921,326, or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District plus interest. In the alternative or in combination therewith, the City may issue one or more tax increment bond series or may enter into one or more development agreements whereby the tax increment revenues would be used in accordance with the terms and conditions of the development agreements (the "monetary obligation").

DURATION OF TAX INCREMENTAL PLAN

The duration of the Plan will extend to the number of years it will take for the extinguishment of any bonds or monetary obligations; however, in no event may the positive tax increments be allocated longer than twenty (20) years after the calendar year of creation.

ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

The site will generate taxes to the local jurisdictions at or above the assessed value of the Base. All taxing districts shall receive that base which will be the value set for 2024 taxes payable in 2025 and thereafter. The tax increment will be available to the taxing jurisdictions at or before 20 years after at the creation of the District. Schedule 2 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds or monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value plus the tax incremental values.

[7] SDCL §11-9-16(3)
[8] SDCL § 11-9-16(4)
[9] SDCL § 11-9-13(5)

CONDITIONS MAP[10], IMPROVEMENTS MAP[11], ZONING CHANGE SCHEDULE[12]

The conditions map is attached as Attachment 1. The Improvements map is attached as Attachment 2. The Zoning Change Schedule is attached as Attachment 3.

CHANGES TO THE CITY OF MITCHELL MASTER PLAN, MAP, BUILDING CODES AND CITY ORDINANCES[13]

The City has made or will make such changes in the master plan, map, building codes and City ordinances as indicated on Attachment 3.

LIST OF ESTIMATED NON-PROJECT COSTS[14]

The following is a list of the non-Project Costs. All costs are listed as taxable value, actual non-project costs will exceed the following amounts.

Item	Amount
Total Non-Project Cost	$3,802,924.85

STATEMENT OF DISPLACEMENT AND RELOCATION PLAN[15]

No residents or families will be displaced by the Project. There are no families or persons residing on the premises. Therefore, no relocation Plan is needed.

PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest. This additional security may be provided for in a Developer's Agreement.

[10] SDCL § 11-9-16(1)
[11] SDCL § 11-9-16(2)
[12] SDCL § 11-9-16(3)
[13] SDCL §11-9-16(4)
[14] SDCL §11-9-16(5)
[15] SDCL §11-9-16(16)

LIST OF SCHEDULES

SCHEDULE 1 Detail of Project Costs
SCHEDULE 2 Estimated Captured Taxable Values
SCHEDULE 3 Fiscal Impact Statement
SCHEDULE 4 Economic Feasibility Study
SCHEDULE 5 Economic Development Study

ATTACHMENTS

Attachment 1. Map and Legal Description and existing uses and conditions

Attachment 2. Map of Real property/Improvement

Attachment 3. List of proposed changes in zoning ordinances

SCHEDULE 1 – "DETAIL OF PROJECT COSTS"

Kind of Project Cost	Number of Projects	Location[16]	Amount	Reference[17]
Capital Costs		District	$0	11-9-14(1)
Financing Costs		District	$0	11-9-14(2)
Real Property Assembly		District	$0	11-9-14(3)
Professional Fees		District	$0	11-9-14(4)
Administrative Costs		District	$0	11-9-14(5)
Relocation Costs		District	$0	11-9-14(6)
Organizational Costs		District	$0	11-9-14(7)
Discretionary Costs and Grants	1	District	$2,921,326	11-9-14(8)
Eligible Project Costs			$2,921,326	

[16] District shall mean the Tax Increment District.

[17] SDCL §11-9-14 (see page 9)

TIF Eligible Expenses/Responsible Developer

SDCL 11-9-15

	Commerce Marketing Group II LLC Developer Costs		
	Total Costs	Non-Project Costs	TIF Eligible Costs
Materials	$ 851,428.00	$ 425,714.00	$ 425,714.00
Concrete (Building)	$ 318,812.00	$ 318,812.00	
Painting	$ 48,000.00	$ 48,000.00	$ -
Plumbing (Sewer & Water)	$ 242,000.00	$ -	$ 242,000.00
Flooring	$ 91,000.00	$ 91,000.00	$ -
Electrical	$ 184,500.00		$ 184,500.00
Labor	$ 482,012.00	$ 241,006.00	$ 241,006.00
Commercial Kitchen	$ 600,000.00	$ 300,000.00	$ 300,000.00
Site Prep	$ 225,000.00	$ -	$ 225,000.00
Sprinkler System	$ 22,000.00		$ 22,000.00
Engineering Fees	$ 110,000.00	$ -	$ 110,000.00
HVAC	$ 189,000.00	$ 94,500.00	$ 94,500.00
Contingency at 5%	$ 278,412.00	$ 139,206.00	$ 139,206.00
Commerce Street Phase 1*	$ 260,000.00		$ 260,000.00
Commerce Street Phase 2*	$ 200,000.00		$ 200,000.00
Parking Lot Improvements*	$ 1,390,500.00		$ 1,390,500.00
SPN Contingencies	$ 186,000.00		$ 186,000.00
Bidding and Survey Documents	$ 5,000.00		$ 5,000.00
Plat and Land Survey	$ 4,000.00		$ 4,000.00
Construction Staking	$ 20,000.00		$ 20,000.00
Design Engineering Fees	$ 44,500.00		$ 44,500.00
Construction Engineering Fees	$ 69,500.00		$ 69,500.00
Professional Fees	$ 25,000.00		$ 25,000.00
Interest rate	$ 3,425,306.00	$ 2,144,686.85	$ 1,280,619.15
TOTAL	**$ 9,271,970.00**	**$ 3,802,924.85**	**$ 5,469,045.15**

*Denotes additional bid documentation on subsequent pages.

**The total TIF costs are $5,469,045.15. The Developer is requesting TIF assistance in the amount of $2,921,326, which represents the estimated real property tax increment anticipated to be generated by the TIF District over the duration of the TIF.

Westwood Steakhouse Parking Lot Improvements
Preliminary Engineer's Estimate
January 14, 2025

Item	Description	Quantity		Unit Price	Total Cost
1	Mobilization	1	LS	$182,000.00	$182,000.00
2	6" PVC Sanitary Sewer Service	160	LF	$42.00	$6,720.00
3	Connect to Sanitary Sewer Service	1	EA	$500.00	$500.00
4	Sanitary Sewer Service Tracer Wire Access Box	1	EA	$108.00	$108.00
5	Sanitary Sewer Service Double Cleanout Assembly	1	EA	$1,000.00	$1,000.00
6	Sanitary Sewer Service Ground Rod	1	EA	$135.00	$135.00
7	6" PVC Water Service	150	LF	$48.00	$7,200.00
8	6" MJ Gate Valve x/ Box	1	EA	$1,891.00	$1,891.00
9	6" MJ 45 Degree Bend	1	EA	$500.00	$500.00
10	Connect to 6" PVC Water Service	1	EA	$2,500.00	$2,500.00
11	6" MJ Cap	1	EA	$250.00	$250.00
12	Water Service Tracer Wire Access Box	1	EA	$102.00	$102.00
13	8" Gravel Base Course	3,470	TN	$21.00	$72,870.00
14	Geotextile Fabric Separator	7,920	SY	$3.50	$27,720.00
15	6" Concrete Surfacing	7,280	SY	$65.00	$473,200.00
16	5" Concrete Patio	1,178	SF	$20.00	$23,560.00
17	5" Concrete Sidewalk	2,040	SF	$10.00	$20,400.00
18	6" Thickened Edge Sidewalk	190	LF	$10.00	$1,900.00
19	Unclassified Excavation	3,070	CY	$14.50	$44,515.00
20	Concrete Curb and Gutter	1,930	LF	$22.00	$42,460.00
21	2' x 3' Storm Inlet	4	EA	$5,000.00	$20,000.00
22	24" Diameter Storm Inlet	3	EA	$5,000.00	$15,000.00
23	RCP Flared End	5	EA	$1,500.00	$7,500.00
24	Storm Sewer	650	LF	$80.00	$52,000.00
25	Connect to Downspout	9	EA	$250.00	$2,250.00
26	Site Grading	1	LS	$50,000.00	$50,000.00
27	Pavement Striping	3,500	LF	$2.00	$7,000.00
28	Handicap Symbol	5	EA	$500.00	$2,500.00
~~29~~	~~Furnish & Install Tree~~	~~26~~	~~EA~~	~~$750.00~~	~~$19,500.00~~
30	Landscape Rock	160	SY	$25.00	$4,000.00
31	Seed, Fertilize, & Mulch Disturbed Area	6,110	SY	$2.50	$15,275.00
32	Erosion Control Blanket	1,540	SY	$4.60	$7,084.00
33	Inlet Protection	7	EA	$250.00	$1,750.00
34	Culvert Protection	1	EA	$250.00	$250.00
35	Strip & Stockpile Topsoil	2,500	CY	$13.00	$32,500.00
36	Clearing & Grubbing	1	LS	$10,000.00	$10,000.00
37	Parking Lot Lighting	1	LS	$30,000.00	$30,000.00
38	Traffic Control	1	LS	$2,000.00	$2,000.00
39	Incidental Construction	1	LS	$202,360.00	$202,360.00
				Construction Total	**$1,390,500.00**
				Contingencies	$140,000.00
				Design Engineering	$16,500.00
				Bidding and Contract Documents	$2,000.00
				Plat and Land Survey	$4,000.00
				Construction Staking	$20,000.00
				Construction Engineering	$7,000.00
				Total Estimated Project Cost	**$1,580,000.00**

Commerce Street Phase 1
Preliminary Engineer's Estimate
January 14, 2025

Item	Description	Quantity		Unit Price	Total Cost
1	Mobilization	1	LS	$34,000.00	$34,000.00
2	Full Depth Asphalt Saw Cut	37	EA	$10.00	$370.00
3	Full Depth Concrete Saw Cut	4	LF	$10.00	$40.00
4	Sanitary Sewer Manhole	1	EA	$4,336.00	$4,336.00
5	Sanitary Sewer Manhole Extra Depth	10	VF	$22.00	$220.00
6	8" PVC Sanitary Sewer Main	290	LF	$49.00	$14,210.00
7	8" x 6" Sanitary Sewer Wye	2	EA	$320.00	$640.00
8	6" PVC Sanitary Sewer Service	105	LF	$42.00	$4,410.00
9	Sanitary Sewer Service Ground Rod	3	EA	$135.00	$405.00
10	Sanitary Sewer Service Tracer Wire Access Box	3	EA	$108.00	$324.00
11	6" PVC Sanitary Sewer Cap	3	EA	$113.00	$339.00
12	8" PVC Sanitary Sewer Cap	1	EA	$225.00	$225.00
13	Adjust Manhole to Grade	1	EA	$650.00	$650.00
14	Connect to Existing 8" Sanitary Sewer Main	1	EA	$1,370.00	$1,370.00
15	Post Televising Sanitary Sewer Main	290	LF	$5.00	$1,450.00
16	6" PVC Water Service	125	LF	$48.00	$6,000.00
17	10" PVC Water Main	280	LF	$50.00	$14,000.00
19	10" x 6" MJ Tee	3	EA	$988.00	$2,964.00
18	6" MJ Gate Valve x/ Box	3	EA	$1,891.00	$5,673.00
20	10" MJ Gate Valve x/ Box	2	EA	$2,500.00	$5,000.00
21	10" MJ 11.25 Degree Bend	2	EA	$500.00	$1,000.00
22	10" MJ 45 Degree Bend	1	EA	$500.00	$500.00
23	6" MJ Cap	3	EA	$250.00	$750.00
24	10" MJ Cap	1	EA	$300.00	$300.00
25	Connect to 10" PVC Water Main	1	EA	$3,000.00	$3,000.00
26	Adjust Water Valve Box to Grade	4	EA	$240.00	$960.00
27	Water Service Tracer Wire Access Box	3	EA	$102.00	$306.00
28	18" Gravel Base Course	1,490	TN	$21.00	$31,290.00
29	Geotextile Fabric Separator	1,520	SY	$3.50	$5,320.00
30	4" Asphalt Surfacing	330	TN	$121.00	$39,930.00
31	Unclassified Excavation	680	CY	$14.50	$9,860.00
32	Concrete Curb and Gutter	530	LF	$22.00	$11,660.00
33	4" Concrete Sidewalk	1,382	SF	$10.00	$13,820.00
34	Seed, Fertilize, & Mulch Disturbed Area	670	SY	$2.50	$1,675.00
35	Erosion Control	1	LS	$5,000.00	$5,000.00
36	Traffic Control	1	LS	$2,000.00	$2,000.00
37	Incidental Construction	1	LS	$36,003.00	$36,003.00
				Construction Total	**$260,000.00**
				Contingencies	$25,500.00
				Design Engineering	$14,500.00
				Bidding and Contract Documents	$2,000.00
				Construction Engineering	$28,000.00
				Total Estimated Project Cost	**$330,000.00**

Commerce Street Phase 2
Preliminary Engineer's Estimate
January 14, 2025

Item	Description	Quantity		Unit Price	Total Cost
1	Mobilization	1	LS	$30,000.00	$30,000.00
2	Full Depth Concrete Saw Cut	41	LF	$10.00	$410.00
3	Sanitary Sewer Manhole	1	EA	$4,336.00	$4,336.00
4	Sanitary Sewer Manhole Extra Depth	8	VF	$22.00	$176.00
5	8" PVC Sanitary Sewer Main	220	LF	$49.00	$10,780.00
6	8" x 6" Sanitary Sewer Wye	2	EA	$320.00	$640.00
7	6" PVC Sanitary Sewer Service	70	LF	$42.00	$2,940.00
8	Sanitary Sewer Service Ground Rod	2	EA	$135.00	$270.00
9	Sanitary Sewer Service Tracer Wire Access Box	2	EA	$108.00	$216.00
10	6" PVC Sanitary Sewer Cap	2	EA	$113.00	$226.00
11	8" PVC Sanitary Sewer Cap	1	EA	$225.00	$225.00
12	Adjust Manhole to Grade	1	EA	$650.00	$650.00
13	Connect to Existing 8" Sanitary Sewer Main	1	EA	$1,370.00	$1,370.00
14	Post Televising Sanitary Sewer Main	220	LF	$5.00	$1,100.00
15	6" PVC Water Service	70	LF	$48.00	$3,360.00
16	10" PVC Water Main	240	LF	$50.00	$12,000.00
17	10" x 6" MJ Tee	3	EA	$988.00	$2,964.00
18	6" MJ Gate Valve x/ Box	3	EA	$1,891.00	$5,673.00
19	6" MJ Cap	2	EA	$250.00	$500.00
20	10" MJ Cap	1	EA	$500.00	$500.00
21	Fire Hydrant Assembly	1	EA	$5,300.00	$5,300.00
22	Connect to 10" PVC Water Main	1	EA	$3,000.00	$3,000.00
23	Adjust Water Valve Box to Grade	3	EA	$240.00	$720.00
24	Water Service Tracer Wire Access Box	3	EA	$102.00	$306.00
25	18" Gravel Base Course	1,250	TN	$21.00	$26,250.00
26	Geotextile Fabric Separator	1,270	SY	$3.50	$4,445.00
27	4" Asphalt Surfacing	270	TN	$65.00	$17,550.00
28	Unclassified Excavation	570	CY	$14.50	$8,265.00
29	Concrete Curb and Gutter	482	LF	$22.00	$10,604.00
30	4" Concrete Sidewalk	1,154	SF	$10.00	$11,540.00
31	Seed, Fertilize, & Mulch Disturbed Area	650	SY	$2.50	$1,625.00
32	Erosion Control	1	LS	$5,000.00	$5,000.00
33	Traffic Control	1	LS	$2,000.00	$2,000.00
34	Incidental Construction	1	LS	$25,059.00	$25,059.00
				Construction Total	**$200,000.00**
				Contingencies	$20,500.00
				Design Engineering	$13,500.00
				Bidding and Contract Documents	$1,000.00
				Construction Engineering	$25,000.00
				Total Estimated Project Cost	**$260,000.00**

SCHEDULE 2 – "ESTIMATED CAPTURED TAXABLE VALUES"

INCREMENT-ESTIMATED TAXES THAT WILL GO TO TAX INCREMENT FUND

Taxing Districts	**Levy ($ per 1000)**
Davison County	$.0033157
Mitchell School District	$.009686
James River Water Development District	$.000056
City of Mitchell	$.042509
Total Tax Levy	**$.0173086**

Based upon the foregoing tables and for purposes of this Project Plan, the construction of the project will commence in 2025.

It is anticipated that the Developer will procure financing to fund the applicable developers costs. A commitment letter will be provided confidentially to City officials. Developer will be liable for any additional funds required pursuant to the project.

It is assumed that all obligations within the TID will be adequately secured as to allow the payment of principal and interest when due.

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TO ACCOMMODATE TABLE]

Revenue Assumptions / Feasibility Study

Levies are based on 2023 payable in 2024

Construction Year	Valuation Year	Revenue Year	Valuation Increments	Valuation Total	Davison County	City of Mitchell	JR	Mitchell School District	Total Mill Rate*	Non-Ag Factor	Total Revenue Increment	Cumulative Amt Paid
2025	2026	2027	$ -	$ -	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ -	$ -
2026	2027	2028	$ 2,500,000.00	$ 2,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 42,709.46	$ 42,709.46
2027	2028	2029	$ -	$ 2,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$ 42,709.46	$ 85,418.91
2028	2029	2030	$ 6,000,000.00	$ 8,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$145,212.15	$ 230,631.06
2029	2030	2031	$ 2,000,000.00	$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 410,010.77
2030	2031	2032		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 589,390.48
2031	2032	2033		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 768,770.19
2032	2033	2034		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 948,149.91
2033	2034	2035		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 1,127,529.62
2034	2035	2036		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 1,306,909.33
2035	2036	2037		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 1,486,289.04
2036	2037	2038		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 1,665,668.75
2037	2038	2039		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 1,845,048.47
2038	2039	2040		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 2,024,428.18
2039	2040	2041		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 2,203,807.89
2040	2041	2042		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 2,383,187.60
2041	2042	2043		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 2,562,567.32
2042	2043	2044		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	$ 2,741,947.03
2043	2044	2045		$ 10,500,000.00	0.0035199	0.0045328	0.000058	0.0106010	0.0187117	0.913	$179,379.71	**$ 2,921,326.74**
2044	2045	-										
2045	-	-										

Valuation Increment * Non-Ag Factor * Total Mill Rate

True & Full Value of Improvements	$ 10,500,000.00
Assessed Value of Improvements	$ 9,586,500.00

Assumptions:

* Assumes Mill Levies remain constant for the duration of the TIF

Notes:

* These numbers are for projection purposes only and do not reflect what the actual number(s) may be. The projection numbers are based on assumptions provided by the developer.

SCHEDULE 3 - “FISCAL IMPACT STATEMENT”

FISCAL IMPACT STATEMENT - TAX INCREMENT DISTRICT NUMBER 44

INTRODUCTION

The fiscal impact statement is intended to provide a succinct analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-16(4). It is not intended to rival the level of detail required by a detailed financial analysis. A fiscal impact statement shows the impact of the Tax Increment District, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the district.

DEFINITIONS

“*Assumptions*” means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

"*Base Revenues”* means the taxes collected on the base value.

“*Fiscal Impact”* means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

“Revenue” means ad valorem taxes.

“Tax Increment District” means City of Mitchell Tax Increment District Number 44.

“Taxing Districts” means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

***“Tax Increment Revenues*"** means all revenues above the Base Revenues.

ASSUMPTIONS:

1. The property will have improvements which at completion will be valued for taxable purposes at an estimated amount of $9,586,500.

2. The average tax levy of all taxing districts will be $17.3086 per thousand dollars of taxable valuation (2025).

3. Tax increment will start to be collected in 2027 and end in or prior to 2045.

4. The discretionary formula will be waived by the Developer of the project.

FISCAL IMPACT:

The total fiscal impact upon the taxing entities during the term of the Tax Increment District will be an estimated $2,921,326. There will be no fiscal impact for the first year of the Tax Increment District.

SCHEDULE 4 – "ECONOMIC FEASIBILITY STUDY"

The City of Mitchell has been approached by Commerce Marketing Group II LLC ("Developer"), concerning the creation of a tax increment district to be located within the City of Mitchell, Davison County, South Dakota. The Project will consist of building a new restaurant/bar with banquet room and the construction of a parking lot on the east side of the proposed building. The concept is a fine dining restaurant which will employ up to fifteen (15) full-time employees and up to twenty-five (25) part-time employees. The project will be located on approximately 4.22 acres of land, more or less, located within the City of Mitchell.

Construction Project

Building construction costs will consist of the following, all of which will be paid by the Developer:

- Building materials associated with a 13,172 square foot building
- Design costs
- Roof panels
- Wall panels
- Wall insulation
- Roof insulation
- Framed openings; and
- Walk doors

The construction of the new restaurant facility will result in the creation of up to up to fifteen (15) full-time employees and up to twenty-five (25) part-time employees, which will assist the development of an area in the City of Mitchell that has been slowly developed over the last few years. However, the real estate to be used for the project and the improvements to the real estate will not be made but for the TIF being approved.

The City has been asked to create a Tax Increment District to help offset a portion of the construction costs associated with Project (the "Project Costs"). This feasibility study provides that the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9), with the balance of the costs to be paid by the Developer. Tax increment financing is an indispensable self-financing tool used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area ("tax increment financing district") is established as the "base value." As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved Project Costs.

Tax increment financing is permitted only in connection with a "Project Plan" duly adopted by the City. The property is currently taxable at approximately $14,323. The improvements to be made to the property are estimated to add approximately $10,500,000 to the value of the TIF area and, when taking into account the Davison County "factor" for this type of property, approximately $9,586,500 to the tax assessed valuation. The estimated increment resulting from the improvements would be approximately $42,709 for years 2028 and 2029, $145,212 for year 2030, and once fully developed, the estimated annual increment for the remainder of the TIF would be approximately $179,379.

All of the Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

For purposes of this Project Plan, the Developer is projecting that the construction of the restaurant building will be fully completed by November 1, 2026. The lodging facility development is located within Lot 2C1 and is estimated for completion on November 1, 2028. The quick-service restaurant development is located within Lot 1, Block 10 and is estimated for completion on November 1, 2030. However, TIF proceeds will not be utilized to fund the lodging facility or quick-service restaurant. It is anticipated that the Developer will procure financing to fund the TID improvements through commercial financing and possibly Developer-advanced funds, if necessary. The City at no time shall ever be responsible for any loan the Developer secures. The City's role is to simply act as a conduit for the tax revenue and pass on all positive increment to the Developer, of which, will never exceed $2,921,326 in total payments, or 20 years, whichever comes first.

A portion of the development within the District could qualify for the discretionary tax abatement. However, City of Mitchell TIF regulations require a developer to waive the "real property" discretionary formula as a condition of approving a TIF. Developer is aware of this requirement.

For purposes of this Project Plan, it is anticipated that no increment generated by City TID #44 will be available until calendar year 2028 and thereafter. The calculation of the estimated tax increment valuation and tax generated for City of Mitchell TID #44 is presented in the table on a subsequent page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

SCHEDULE 5 – "ECONOMIC DEVELOPMENT STUDY"

SECTION 1 - INTRODUCTION

The City has been approached concerning the creation of a tax increment district located within City limits. In order to determine whether a tax increment district (TID) may be created, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

SECTION 2 - STUDY AREA BOUNDARY

The Study area is described as the area depicted on the map attached to this Study (Attachments 1 and 2).

SECTION 3 - ESTABLISHING ECONOMIC DEVELOPMENT & BLIGHT MITIGATION

South Dakota law describes economic development as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The area making up the boundaries of proposed City of Mitchell TID #44 currently consists of three empty lots that, because of the lack of developed road access, namely Commerce Street, will remain difficult to develop. Developer plans to construct a new restaurant building and expand and reintroduce a staple to fine dining back to the City of Mitchell. The new restaurant, bar, and banquet room will allow Developer to hire up to fifteen (15) full-time employees and up to twenty-five (25) part-time employees. It is also anticipated that a new lodging facility and quick service restaurant will also be developed within the TIF area.

SECTION 4 - FINDING THAT THE IMPROVEMENTS TO THE AREA ARE LIKELY TO ENHANCE SIGNIFICANTLY THE VALUE OF SUBSTANTIALLY ALL OF THE OTHER REAL PROPERTY IN THE DISTRICT

It is specifically found that once the improvements set forth within City of Mitchell TID #44 Project Plan are commenced the improvements enhance significantly the value of substantially all of the other real property in the District and will help the entire City core business district continue to develop, adding sales tax dollars to the City and to the State of South Dakota.

SECTION 5 - CONDITIONS WITHIN THE STUDY AREA; LAND USE AND PLANNING LAND USE, PLANNING AND COMPREHENSIVE PLAN

The City of Mitchell Comprehensive Plan is consistent with the proposed use of the District.

SECTION 6 - FINDINGS WITHIN THE STUDY AREA ANALYSIS

In accordance with state law, it is found that not less than fifty percent (50%) by area of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, and natural resources, and it is found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accord with SDCL 11-9-8(1) and (2).

The study area currently consists of a bare lot located within an expanding commercial business district to the City

of Mitchell. The Developer is constructing a new commercial building on an open lot connecting it to the existing business building located within one of the "gateways" to the City of Mitchell.

In accordance with State Law, the following addresses specific characteristics of economic development are found within the Study Area with corresponding portions of 11-9-8 and 11-9-11:

The investment of more than $10,500,000 in the study area will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of commerce during the construction period. More than fifty percent, by area, of the real property within the District will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of commerce. The development will cause more employment and will transform a large vacant lot into a commercial business setting. The completion of the project will generate additional economic activity through retail commerce and development.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

ATTACHMENT 1

LEGAL DESCRIPTION

Lots Two B One (2B1) and Two C One (2C1), a Subdivision of Lot Two (2), Block Four (4), Westwood First Addition in the Northwest Quarter (NW1/4) of Section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., City of Mitchell, Davison County, South Dakota;

That portion of Commerce Street located along the westerly border of Lots Two B One (2B1) and Two C One (2C1); and

Lot One (1), Block Ten (10), a Subdivision of Block Four (4) of Westwood First Addition in the Northwest Quarter (NW1/4) of Section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60) West of the 5th P.M., City of Mitchell, Davison County, South Dakota.

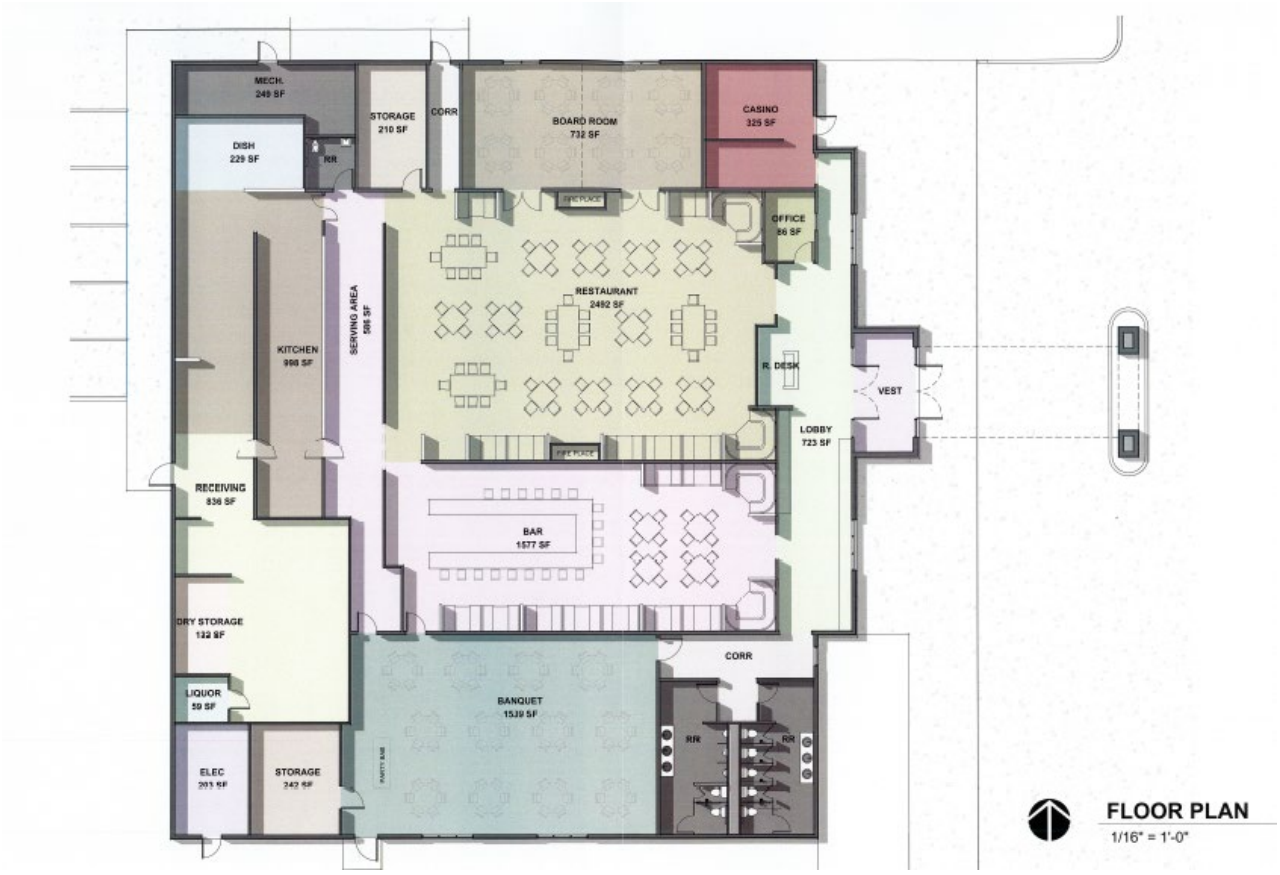
ATTACHMENT 2

CONDITIONS MAP

-Outlined in red

ATTACHMENT 3

MAPS OF REAL PROPERTY/IMPROVEMENTS



Chef Louie's
STEAKHOUSE & LOUNGE
CASINO

ATTACHMENT 4

ZONING MAP

- No proposed changes as to Lots 2B1 and 2C1 as the property is currently zoned as Highway Business. Prior to beginning any commercial construction on Lot 1, Block 10 that is not permitted in Residential High Density, the Developer will submit a rezoning application from Residential High Density to Highway Business.
- Outlined in blue

NOTICE OF HEARING

NOTICE IS HEREBY GIVEN to the general public and all interested parties that the City of Mitchell Planning Commission will conduct a public hearing and acted upon in the City Hall Council Chambers at 612 North Main Street, Mitchell, South Dakota at 12:00 pm (noon) on October 14, 2025 in regards to a proposed project plan and the establishment of boundaries for the proposed tax increment financing district known as City of Mitchell Tax Incremental District Number Forty-four (44).

The following real property is to be included in this district and is legally described as follows:

LOTS TWO B ONE (2B1) AND TWO C ONE (2C1), A SUBDIVISION OF LOT TWO (2), BLOCK FOUR (4), WESTWOOD FIRST ADDITION IN THE NORTHWEST QUARTER (NW1/4) OF SECTION SIXTEEN (16), TOWNSHIP ONE HUNDRED THREE (103) NORTH, RANGE SIXTY (60), WEST OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA;

THAT PORTION OF COMMERCE STREET LOCATED ALONG THE WESTERLY BORDER OF LOTS TWO B ONE (2B1) AND TWO C ONE (2C1); AND

LOT ONE (1), BLOCK TEN (10), A SUBDIVISION OF BLOCK FOUR (4) OF WESTWOOD FIRST ADDITION IN THE NORTHWEST QUARTER (NW1/4) OF SECTION SIXTEEN (16), TOWNSHIP ONE HUNDRED THREE (103) NORTH, RANGE SIXTY (60) WEST OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA;

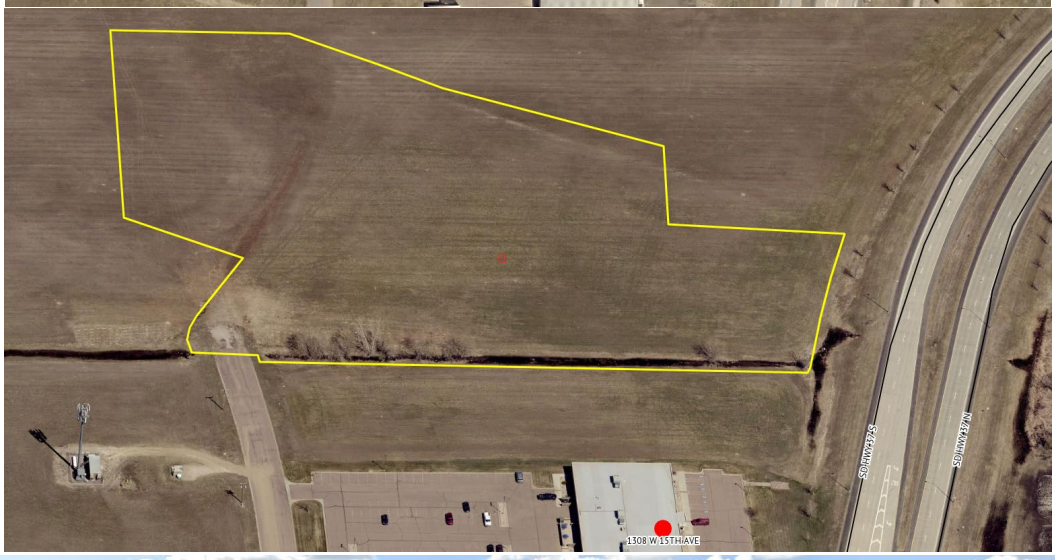
At the above stated time and place, all interested parties will be afforded a reasonable opportunity to express their views on the proposed creation of the Tax Incremental District and its proposed boundaries. The project plan may be viewed on the city's website at www.cityofmitchellsd.gov. Following such hearing, the matter will be heard and acted upon by the Mitchell City Council on October 20, 2025 at 6:00 pm in the City Hall Council Chambers.

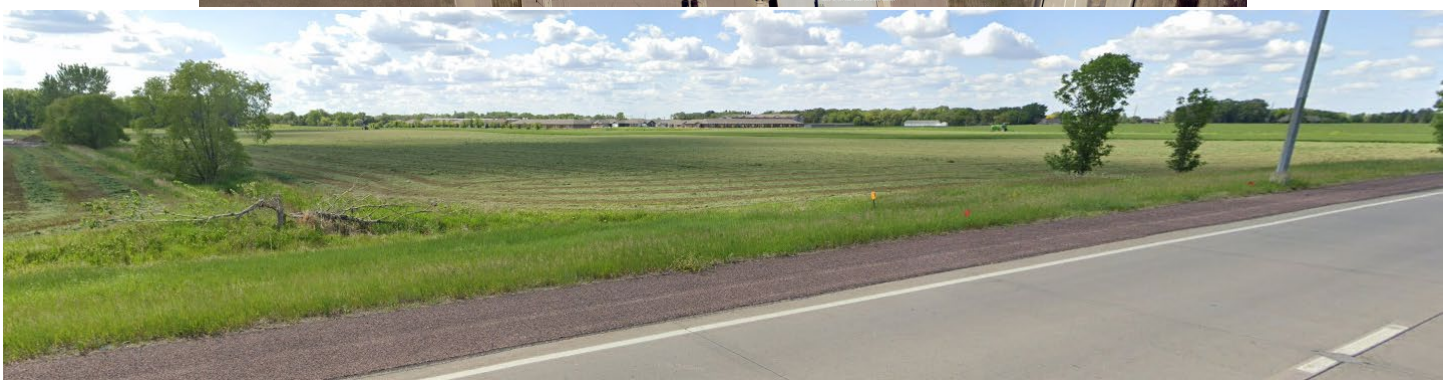
Dated this 23rd day of September, 2025.

_____
Michelle Bathke – Finance Officer

Published once: 1st day of October, 2025
Approximate publication cost: _____

Lot 1
Block 10
+/- 1.78 Acres
Commerce Street
Lot 2C1
+/- 1.34 Acres
Lot 2B1
+/- 3.14 Acres
1524
COMMERCE ST
1308
1301
N SD HWY 37
N SD HWY 37


1308 W 15TH AVE



NOTICE OF PUBLIC HEARING
for the
NORTH OHLMAN STREET UTILITY IMPROVEMENTS PROJECT

The City of Mitchell is seeking funding from the South Dakota Board of Water and Natural Resources for a project that will include, but is not limited to, upgrading sanitary sewer and storm sewer facilities along North Ohlman Street from 23rd Avenue to Kemper Avenue. The funds could be either a grant from the state Consolidated Water Facilities Construction Program or a loan from the Clean Water State Revolving Fund (CWSRF) Program. The City is seeking up to **$3,930,000** from the CWSRF program. The expected CWSRF loan terms are 4.0 percent for 30 years. The Board of Water and Natural Resources may forgive all or a portion of the loan principal for the loan. The amount, source of funds, and terms will be determined by the Board of Water and Natural Resources when the application is presented at a scheduled board meeting.

A public hearing will be held at the Mitchell City Hall council chambers on October 20, 2025 at 6:00 PM to discuss the project, the proposed financing, and the source of repayment for the loan. The public is invited to attend and comment on the project. Notice is further given to persons with disabilities that this hearing is being held at a physically accessible location. Please contact the city administrator's office at 995-8143 if you have any questions about the hearing.

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:	October 20, 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 First Reading on Ordinance #O2025-12, Rezoning Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from CJM Second Addition Planned Unit Development to Urban Development		
Explanation/Background of Agenda Item Requested:	AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; be changed from CJM Second Addition Planned Unit Development to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME. Planning Commission recommended approval;. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 10-14-25.		

ORDINANCE NO. O2025-12

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; be changed from CJM Second Addition Planned Unit Development to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

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

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; be changed from CJM Second Addition Planned Unit Development to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the _____ day of _____, 2025.

_____

MAYOR

ATTEST:

_____

FINANCE OFFICER

{SEAL}

FIRST READING: October 20, 2025
SECOND READING: November 3, 2025
ADOPTION: November 3, 2025

City of Mitchell
SOUTH DAKOTA

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 CJM Second Addition PUD District to UD District.

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

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

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

- Description of Conditional Use: Click or tap here to enter text.

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

This Application is for the following described real property:

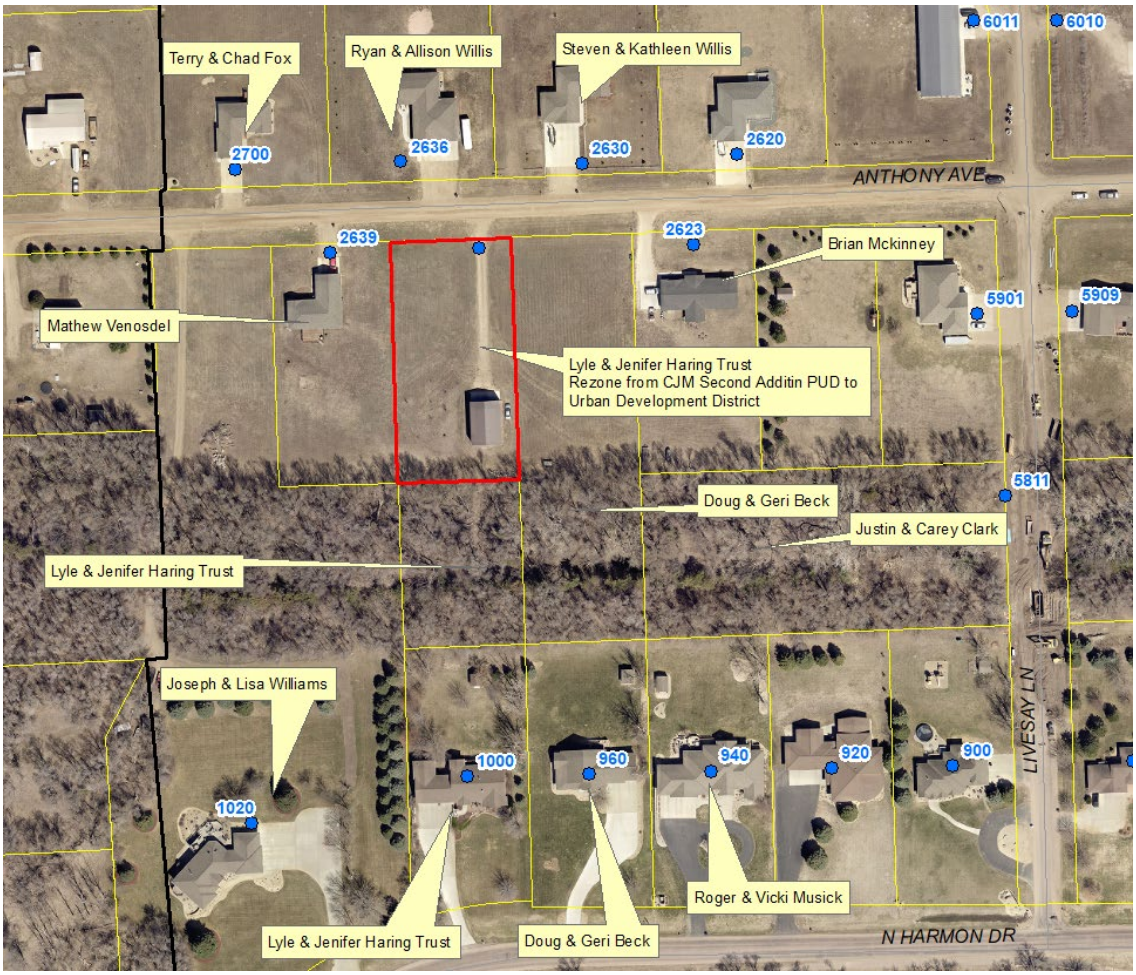
Legal Description: **Lot 5, Block 1, CJM Second Addition, City of Mitchell, Davison County, South Dakota.**

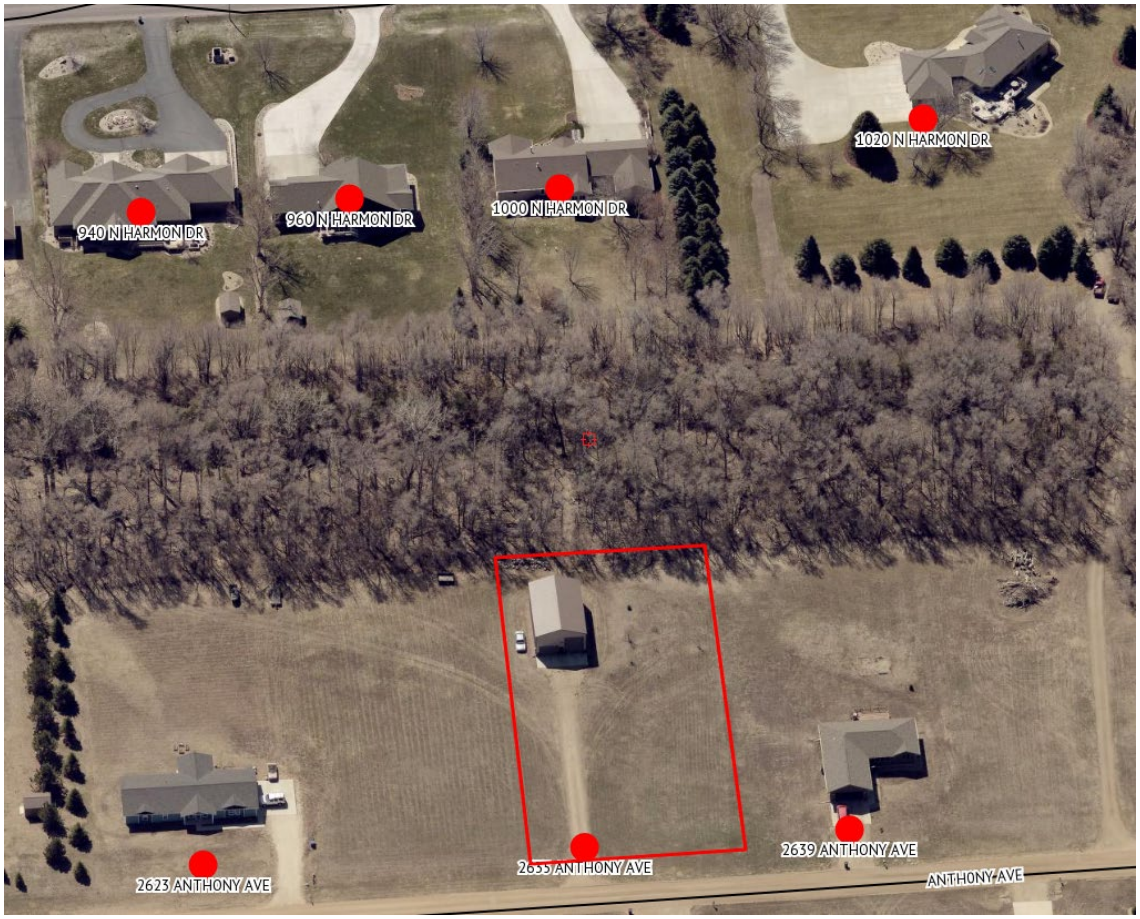
Property Address: **2635 Anthony Ave**

Dated this 22nd of September, 2025.

APPLICANT

Lyle & Jennifer Haring Trust
OWNER


Terry & Chad Fox
Ryan & Allison Willis
Steven & Kathleen Willis
6011
6010
2700
2636
2630
2620
ANTHONY AVE
2639
2623
Brian Mckinney
5901
5909
Mathew Venosdel
Lyle & Jenifer Haring Trust
Rezone from CJM Second Additin PUD to
Urban Development District
5811
Doug & Geri Beck
Justin & Carey Clark
Lyle & Jenifer Haring Trust
Joseph & Lisa Williams
1000
960
940
920
900
LIVESAY LN
1020
Roger & Vicki Musick
Lyle & Jenifer Haring Trust
Doug & Geri Beck
N HARMON DR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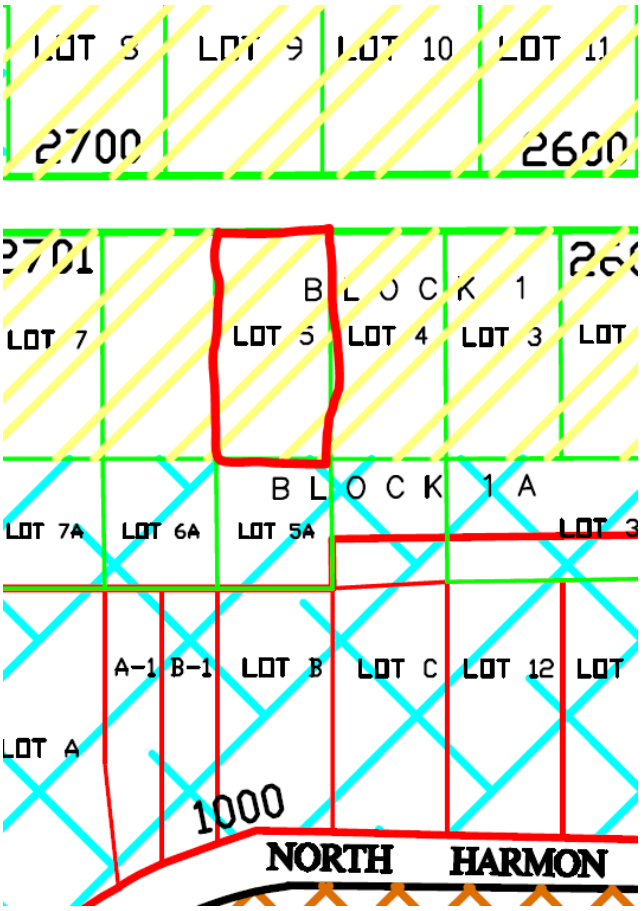
940 N HARMON DR
960 N HARMON DR
1000 N HARMON DR
2623 ANTHONY AVE
2639 ANTHONY AVE
ANTHONY AVE


LOT 8
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2700
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BLOCK 1
LOT 7
LOT 5
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LOT
BLOCK 1A
LOT 7A
LOT 6A
LOT 5A
LOT 3
A-1
B-1
LOT B
LOT C
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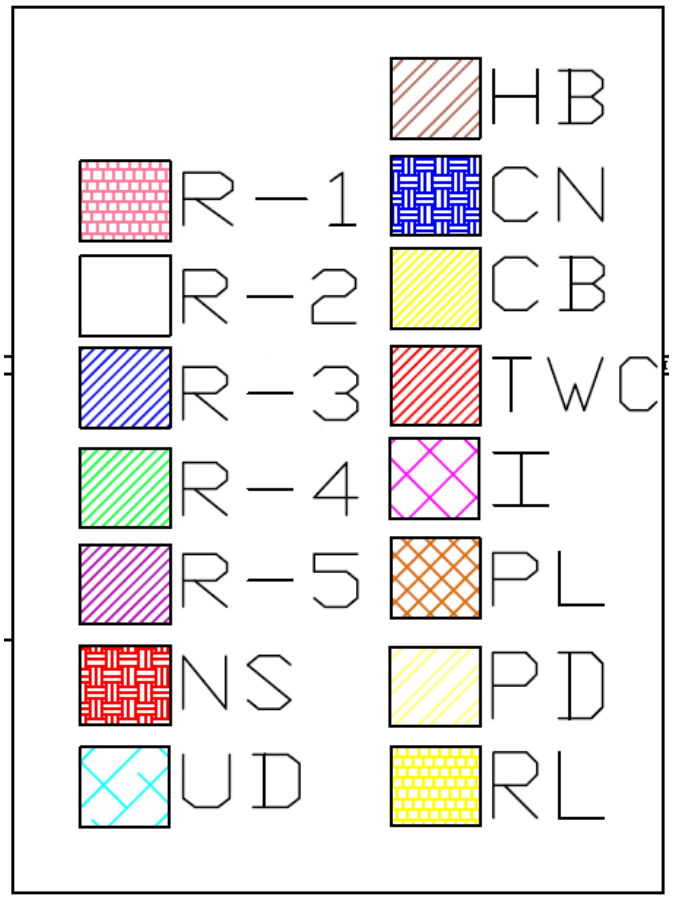
NORTH HARMON


HB
R-1
CN
R-2
CB
R-3
TWC
R-4
I
R-5
PL
NS
PD
UD
RL

NOTICE OF HEARING

TO: Mitchell City Planning Commission, City Council, and the General Public:

The City Planning Commission has scheduled a public hearing and action on the following ordinance. The Planning Commission hearing will be Tuesday October 14, 2025 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, October 20, 2025 at 6:00 p.m. and 2nd Reading and Adoption on Monday, November 3, 2025 at 6:00 p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

ORDINANCE NO. O2025-

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; be changed from CJM Second Addition Planned Unit Development to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

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

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; be changed from CJM Second Addition Planned Unit Development to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the _____ day of _____, 2025.

_____
MAYOR

ATTEST:

_____

FINANCE OFFICER

{SEAL}

FIRST READING: October 20, 2025
SECOND READING: November 3, 2025
ADOPTION: November 3, 2025

Published three times: October 1, 8 and 22, 2025
Approximate Costs:

Lyle & Jennifer Haring Trust
1000 N Harmon Dr
Mitchell, SD 57301

Terry & Chad Fox
2700 Anthony Ave
Mitchell, SD 57301

Ryan & Allison Willis
2636 Anthony Ave
Mitchell, SD 57301

Steven & Kathleen Willis
2630 Anthony Ave
Mitchell, SD 57301

Joseph & Lisa Williams
1020 N Harmon Dr
Mitchell, SD 57301

Doug & Geri Beck
960 N Harmon Dr
Mitchell, SD 57301

Brian Mckinney
2623 Anthony Ave
Mitchell, SD 57301

Justin & Carey Clark
PO Box 823
Mitchell, SD 57301

Mathew Venosdel
Paige Harms
2639 Anthony Ave
Mitchell, SD 57301

Roger & Vicki Musick
940 N Harmon Dr
Mitchell, SD 57301

Mark Jenniges

From: Roger Musick <rogermusick@gmail.com>
Sent: Monday, October 6, 2025 6:48 PM
To: Mark Jenniges
Subject: Lyle Haring rezone application

Mark,

Roger and Vicki Musick at 940 N Harmon Dr. approve of Lyle's application to rezone.

Thanks

Roger Musick

Sent from my iPhone

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

Mitchell
SOUTH DAKOTA
Outside expectations

October 1, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Lyle Haring is requesting the following property legally described as; Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; be changed from CJM Second Addition Planned Unit Development to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Tuesday, October 14, 2025 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, October 20, 2025 at 6:00 p.m. and 2nd Reading and Adoption on Monday, November 3, 2025 at 6:00p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

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

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

I/We Allison Willis
OWNER

2630 Anthony Ave
ADDRESS

✓ APPROVE

_____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

Mitchell
SOUTH DAKOTA
Outside expectations

October 1, 2025

TO WHOM IT MAY CONCERN:

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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 STEVEN C. Willis
OWNER

2630 Anthony Ave.
ADDRESS

X APPROVE

____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

Mitchell
SOUTH DAKOTA
Outside expectations

October 1, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Lyle Haring is requesting the following property legally described as; Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; be changed from CJM Second Addition Planned Unit Development to Urban Development District AND THE OFFICIAL ZONING MAP BE CHANGED TO REFLECT THE SAME.

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Tuesday, October 14, 2025 at 12:00 p.m., the City Council will consider 1st Reading of the Ordinance on Monday, October 20, 2025 at 6:00 p.m. and 2nd Reading and Adoption on Monday, November 3, 2025 at 6:00p.m. all meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD. All interested parties are encouraged to attend the meetings.

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

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

I/We Joe & Lisa Williams
OWNER

1020 N. Harmon Drive
ADDRESS

✓ APPROVE

_____ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	October 20, 2025	**Requested By:**	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Hearing & First Reading on Ordinance #O2025-13, Amending CJM Second Addition Planned Unit Development		

Explanation/Background of Agenda Item Requested:

That 10-9C-1: Legal Description, be amended by changing "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota." to "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota except Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota": so to be read as follows:

10-9C-1: LEGAL DESCRIPTION:
Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota except Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Planning Commission motioned to recommended approval; all present voting aye. Motion carried.

See Planning Commission Unsigned Minutes 10-14-25.

ORDINANCE #O2025-13

An Ordinance amending 10-9C-1 Legal Description, CJM Second Addition Planned Development 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 10-9C-1: Legal Description, be amended by changing "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota." to "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota except Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota": so to be read as follows:

10-9C-1: LEGAL DESCRIPTION:
Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota except Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

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.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2025.

_____

MAYOR

ATTEST:

_____

FINANCE OFFICER

{SEAL}

FIRST READING: October 20, 2025
SECOND READING: November 3, 2025
ADOPTION: November 3, 2025

Published three times: October 1, 8 and 22, 2025.

City of Mitchell
SOUTH DAKOTA

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 CJM Second Addition PUD District to UD District.

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

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

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

- Description of Conditional Use: Click or tap here to enter text.

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

This Application is for the following described real property:

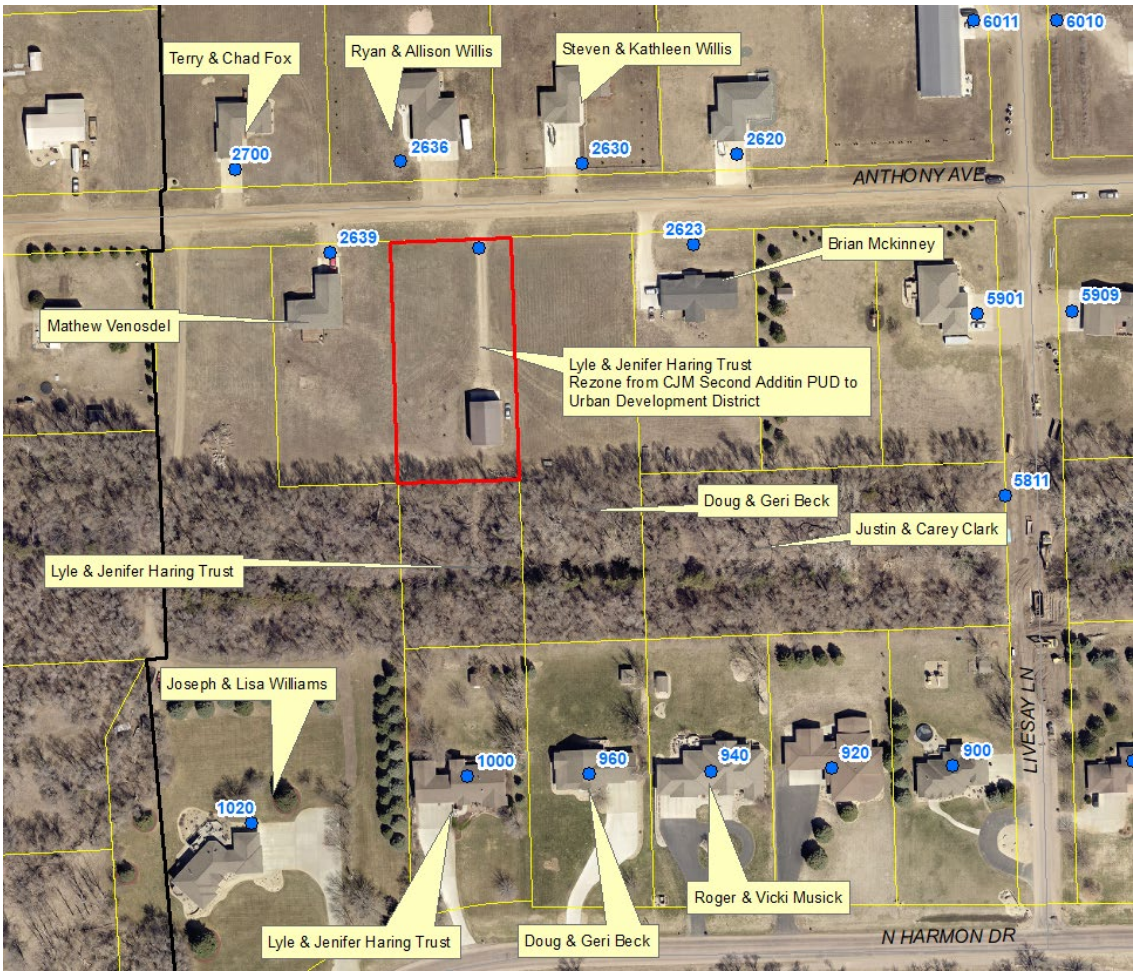
Legal Description: **Lot 5, Block 1, CJM Second Addition, City of Mitchell, Davison County, South Dakota.**

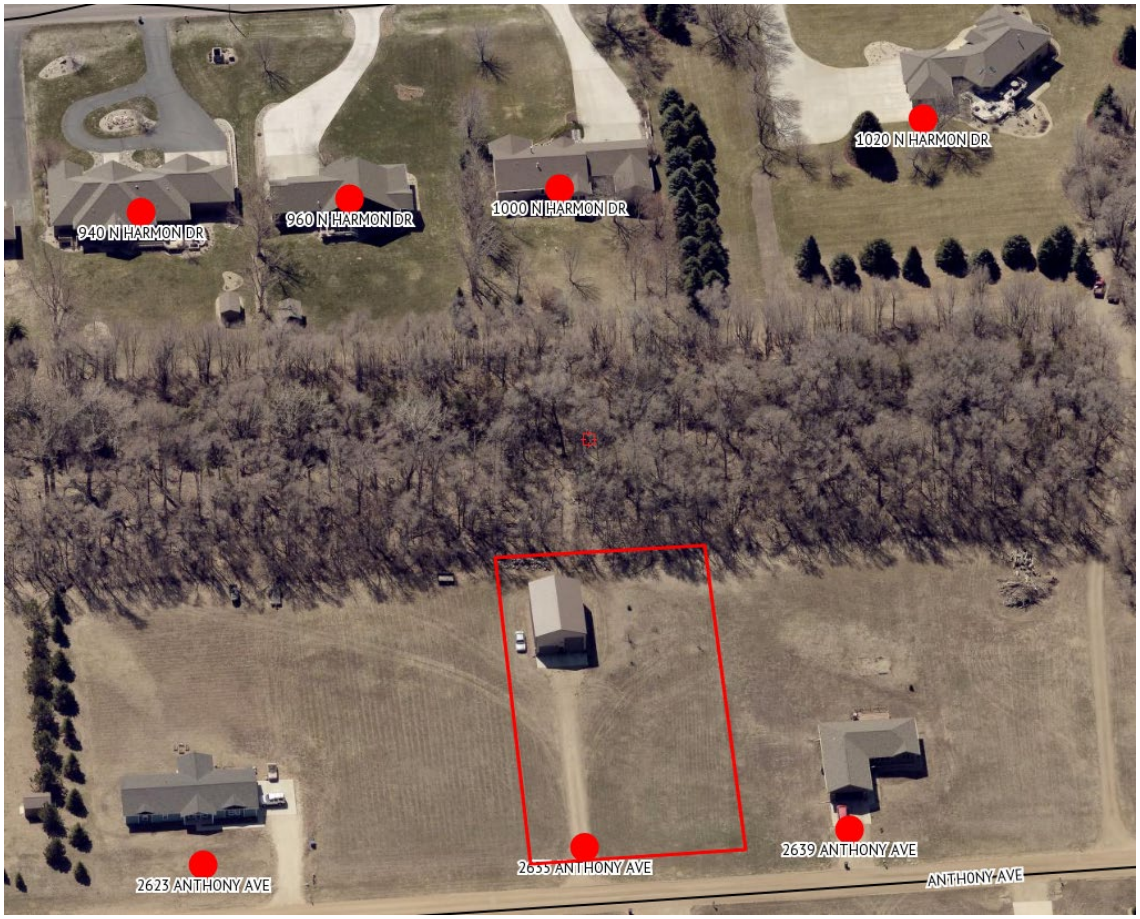
Property Address: **2635 Anthony Ave**

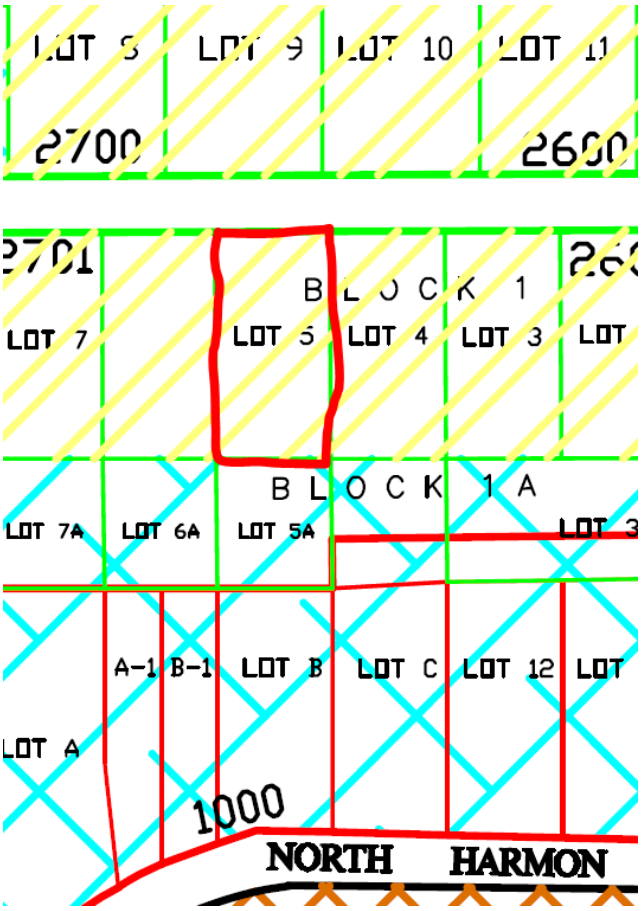
Dated this 22nd of September, 2025.

APPLICANT

Lyle & Jennifer Haring Trust
OWNER


Terry & Chad Fox
Ryan & Allison Willis
Steven & Kathleen Willis
6011
6010
2700
2636
2630
2620
ANTHONY AVE
2639
2623
Brian Mckinney
5901
5909
Mathew Venosdel
Lyle & Jenifer Haring Trust
Rezone from CJM Second Additin PUD to
Urban Development District
5811
Doug & Geri Beck
Justin & Carey Clark
Lyle & Jenifer Haring Trust
Joseph & Lisa Williams
1000
960
940
920
900
LIVESAY LN
1020
Roger & Vicki Musick
Lyle & Jenifer Haring Trust
Doug & Geri Beck
N HARMON DR


1020 N HARMON DR
940 N HARMON DR
960 N HARMON DR
1000 N HARMON DR
2623 ANTHONY AVE
2639 ANTHONY AVE
ANTHONY AVE


LOT 8
LOT 9
LOT 10
LOT 11
2700
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2701
BLOCK 1
LOT 7
LOT 5
LOT 4
LOT 3
LOT
BLOCK 1A
LOT 7A
LOT 6A
LOT 5A
LOT 3
A-1
B-1
LOT B
LOT C
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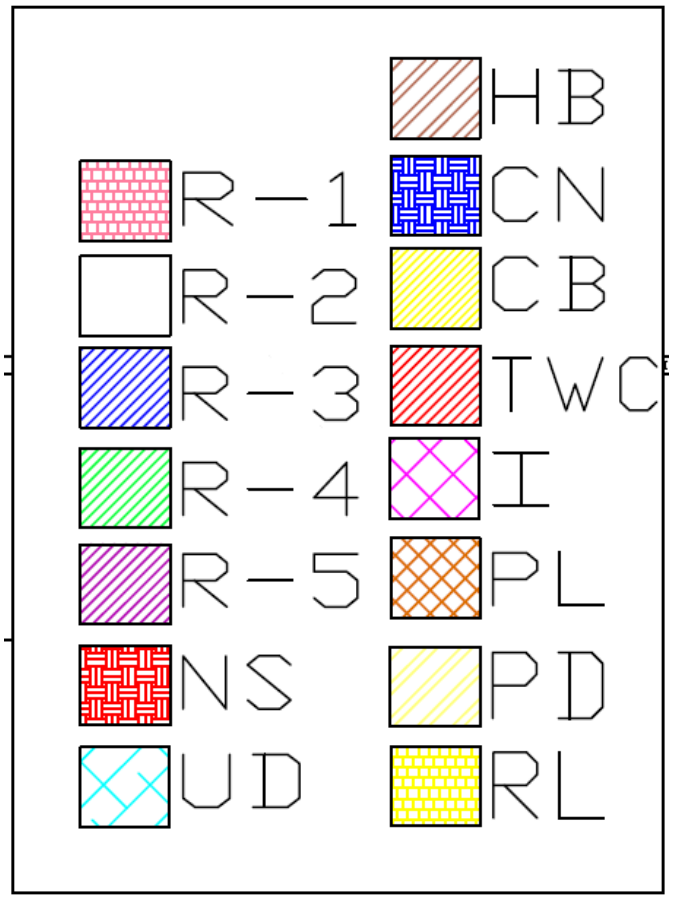
NORTH
HARMON


HB
R-1
CN
R-2
CB
R-3
TWC
R-4
I
R-5
PL
NS
PD
UD
RL

NOTICE OF HEARING

TO: The City of Mitchell Planning Commission, City Council of the City of Mitchell, and the General Public.

You are hereby notified that the following proposed ordinance will be heard and considered by the City Planning Commission on Tuesday, October 14, 2025 at 12:00 pm (Noon) and the City Council will consider first reading of the proposed ordinance on Monday, October 20, 2025 at 6:00 pm and consider second reading and final adoption on Monday, November 3, 2023 at 6:00 pm. All meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, South Dakota. All interested parties may attend the hearings and provide testimony.

ORDINANCE O2025-

An Ordinance amending 10-9C-1 Legal Description, CJM Second Addition Planned Development 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 10-9C-1: Legal Description, be amended by changing "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota." to "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota except Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota": so to be read as follows:

10-9C-1: LEGAL DESCRIPTION:
Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota except Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

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.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2025.

_____

MAYOR

ATTEST:

_____

FINANCE OFFICER

{SEAL}

FIRST READING: October 20, 2025
SECOND READING: November 3, 2025
ADOPTION: November 3, 2025

Published three times: October 1, 8 and 22, 2025.
Approximate Costs:

Lyle & Jennifer Haring Trust
1000 N Harmon Dr
Mitchell, SD 57301

Terry & Chad Fox
2700 Anthony Ave
Mitchell, SD 57301

Ryan & Allison Willis
2636 Anthony Ave
Mitchell, SD 57301

Steven & Kathleen Willis
2630 Anthony Ave
Mitchell, SD 57301

Joseph & Lisa Williams
1020 N Harmon Dr
Mitchell, SD 57301

Doug & Geri Beck
960 N Harmon Dr
Mitchell, SD 57301

Brian Mckinney
2623 Anthony Ave
Mitchell, SD 57301

Justin & Carey Clark
PO Box 823
Mitchell, SD 57301

Mathew Venosdel
Paige Harms
2639 Anthony Ave
Mitchell, SD 57301

Roger & Vicki Musick
940 N Harmon Dr
Mitchell, SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

Mitchell
SOUTH DAKOTA
Outside expectations

October 1, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Lyle Haring is requesting to amend CJM Second Addition Planned Development District by changing 10-9C-1 Legal Description from "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota." to "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota except Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota"

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Tuesday, October 14, 2025 at 12:00 pm (Noon) and the City Council will consider first reading of the proposed ordinance on Monday, October 20, 2025 at 6:00 pm and consider second reading and final adoption on Monday, November 3, 2025 at 6:00 pm. All meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, South Dakota. All interested parties may attend the hearings and provide testimony.

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.

I/We _____
OWNER

2636 Anthony Ave
ADDRESS

✓ APPROVE

_____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

Mitchell
SOUTH DAKOTA
Outside expectations

October 1, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Lyle Haring is requesting to amend CJM Second Addition Planned Development District by changing 10-9C-1 Legal Description from "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota." to "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane; A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota except Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota"

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Tuesday, October 14, 2025 at 12:00 pm (Noon) and the City Council will consider first reading of the proposed ordinance on Monday, October 20, 2025 at 6:00 pm and consider second reading and final adoption on Monday, November 3, 2025 at 6:00 pm. All meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, South Dakota. All interested parties may attend the hearings and provide testimony.

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.

I/We STEVEN C. WILLIS
OWNER

2630 Anthony Ave.
ADDRESS

X APPROVE

____ DISAPPROVE

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
cityofmitchellsd.gov

Mitchell
SOUTH DAKOTA
Outside expectations

October 1, 2025

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Lyle Haring is requesting to amend CJM Second Addition Planned Development District by changing 10-9C-1 Legal Description from "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota." to "Block 1, Block 2, Block 8 and Block 9 of CJM Second Addition and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W, of the 5th P.M., City of Mitchell, Davison County, South Dakota except Lot 5, Block 1, CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota"

YOU ARE FURTHER NOTIFIED that the City Planning Commission will be conducting a hearing on this application on Tuesday, October 14, 2025 at 12:00 pm (Noon) and the City Council will consider first reading of the proposed ordinance on Monday, October 20, 2025 at 6:00 pm and consider second reading and final adoption on Monday, November 3, 2025 at 6:00 pm. All meetings will be held in the Council Chambers, City Hall, 612 N Main St, Mitchell, South Dakota. All interested parties may attend the hearings and provide testimony.

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.

I/~~We~~ Joe & Lisa Williams
OWNER

1020 N Harmon Drive
ADDRESS

✓ APPROVE

____ DISAPPROVE

COMMENTS:

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	October 20, 2025	**Requested By:**	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2025-14, Fireworks for New Years		
Explanation/Background of Agenda Item Requested:	This ordinance relates to allowing fireworks around the New Years holiday. It creates a new exception to our fireworks ordinance. It functions the same as the existing exception around the 4th of July, however the dates for this new exception would be for December 30th, December 31st, and January 1st.		

ORDINANCE #O2025-14

AN ORDINANCE ADDING A SECTION TO MITCHELL CITY CODE
CHAPTER 5-6 FIREWORKS AND EXPLOSIVES
IN REGARDS TO FIREWORKS AROUND NEW YEAR'S EVE

WHEREAS the City of Mitchell has an existing fireworks ordinance with an exception allowing fireworks around the 4th of July; and

WHEREAS the City of Mitchell desires to add an additional exception allowing fireworks around New Year's Eve; now therefore

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

Section 1.

That a new section be ADDED to the Mitchell City Code to read as follows:

"5-6-8: EXCEPTIONS FOR NEW YEAR'S EVE:

A. General Fireworks Permitted In Lake Area: A person may use, explode, or otherwise discharge fireworks consistent with manufacturer directions between the hours of twelve o'clock (12:00) noon and eleven fifty nine o'clock (11:59) P.M. on December 30th, December 31st, and January 1st so long as such person douses and safely disposes of all waste resulting from such activity. Such activity may only occur on property lying between the shoreline of Lake Mitchell and the boundary of the nearest public right-of-way except that the Park and Recreation Board may prohibit fireworks at the Lake Mitchell Campground.

B. Ground And Handheld Fireworks In All City Limits: A person may use, explode, or otherwise discharge ground and handheld fireworks consistent with manufacturer directions between the hours of twelve o'clock (12:00) noon and eleven fifty nine o'clock (11:59) P.M. on December 30th, December 31st, and January 1st so long as such person douses and safely disposes of all waste resulting from such activity. Such ground and handheld fireworks may be used within all City limits but only on private property with the express knowledge and permission of the property owner."

Section 2.

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

Section 3.

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

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2025.

_____
Jordan Hanson – Mayor

Attest:

(seal)

_____
Michelle Bathke – City Finance Officer

First Reading: _____
Second Reading: _____
Adoption: _____
Published: _____

General Fund Budget Changes		
Revenue		
Growth in Property Taxes 9/22	$	102,506
Total Revenue	**$**	**102,506**
Expenses		
Hitchcock Park Parking Lot Expansion 9/15	$	(90,000)
Retail Strategies 9/15	$	(50,000)
Dakota Institute Economic Study 9/15	$	(50,000)
MHS Student Council Projects 9/15	$	(10,000)
Roundabout at 23rd & Ohlman 9/22	$	615,395
Patrol Car Printers 9/22	$	(9,200)
Transfer to Lake for Dam Study 9/22	$	200,000
ACT 9/22	$	(29,750)
CASA 9/22	$	1,500
Dakota Counseling 9/22	$	3,900
Dakota Heartland Development 9/22	$	7,500
Exchange Club Fireworks 9/22	$	2,660
Horsemen's Sports inc. 9/22	$	36,778
MADC 9/22	$	54,600
Prehistoric Indigenous Archaeological Site & museum 9/22	$	11,700
MMS&B 9/22	$	18,500
Safe Place 9/22	$	1,000
Transfer to Parks (due to budget changes) as of 10/6	$	(250,000)
Transfer to Lake for Rip Rap by Highway 37 Shorlines 10/6	$	150,000
Transfer to Golf towards Golf Course Phase II Imp. 10/6	$	417,000
Lake SRF Loan Payment - reduced to balance 10/6	$	(929,077)
Total Expenses	**$**	**102,506**
Difference	**$**	**-**

Lake Fund Changes		
Revenue		
Transfer from General Fund for Lake Study	$	200,000
Transfer from General Fund for Rip Rap	$	150,000
Total Revenue	**$**	**350,000**
Expenses		
Lake Mitchell Study on Dam 9/22		200000
Rip Rap Shoreline Stabilization 10/6	$	150,000
Total Expenses	**$**	**350,000**
Difference	**$**	**-**

Park Fund Budget Changes		
Revenue		
Transfer from general fund (due to budget changes)	$	(250,000)
Total Revenue	**$**	**(250,000)**
Expenses		
Munroe Park Outdoor Rink -9/22	$	(4,000)
Start Up Tree Nursery 9/22	$	(10,000)
Reduce Event Power at Hitchcock (portion by tennis courts) 10/6	$	(1,000)
Hitchcock Park Lighting- only do pool perimeter (60,000) 10/6	$	(266,000)
Additional funds to do basketball courts in concrete 10/6	$	31,000
Total Expenses	**$**	**(250,000)**
Difference	**$**	**-**

Golf Fund Budget Changes		
Revenue		
Transfer from general fund for Golf Course Phase II Project 10/6	$	417,000
Cash applied from Designated Funds 10/6	$	300,000
Donation of Funds 10/6	$	250,000
Total Revenue	**$**	**967,000**
Expenses		
Wetting Agent (9/22)	$	(11,000)
Golf Course Phase II Improvements (10/6)	$	1,053,000
Loan Payment to General Fund for Equipment Loan (10/6)	$	(75,000)
Total Expenses	**$**	**967,000**
Difference	**$**	**-**

Water Fund Budget Changes		
Revenue		
Cash Applied	$	2,500,000
Total Revenue	**$**	**2,500,000**
Expenses		
Building By Ground Storage Tank 9/15	$	2,500,000
Total Expenses	**$**	**2,500,000**
Difference	**$**	**-**

Ent. Tax Budget Changes		
Revenue		
Cash Applied	$	78,750
Total Revenue	$	78,750
Expenses		
Convention & Visitors Bureau 9/22	$	78,750
Total Expenses	**$**	**78,750**
Difference	**$**	**-**

	Council Work Session Review Items												
	Improvements, Projects, Equipment	Project	Item	Fund	Department		Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
1	Equipment		UTV	Airport	Public Works	Airport	$ 35,000	$ 35,000	$ 35,000				
2	Infrastructure		Pavement Maintenance	Airport	Public Works	Airport	$ 200,000	$ 200,000	$ 200,000				
3	Equipment		Loader (snow removal)	Airport	Public Works	Airport	$ 300,000	$ 300,000	$ 300,000				
4	Infrastructure		Airport Runway Reconstruction	Airport	Public Works	Airport	$ 11,115,000	$ 11,115,000	$ 11,115,000				
5	Equipment		Outfront Mower	Campground	Parks & Rec	Campground	$ 40,000	$ -	$ -				
6	Equipment		13 new round tables	Community Services	Community Services	JVCC	$ 5,182	$ 5,182	$ 5,182				
7	Equipment		Apple Ipad with Screen Protectors	Community Services	Community Services	Palace Transit	$ 7,617	$ 7,617	$ 7,617				
8	Equipment		Tires	Community Services	Community Services	Palace Transit	$ 19,000	$ 19,000	$ 19,000				
9	Equipment		Passenger Bus	Community Services	Community Services	Palace Transit	$ 65,385	$ 65,385	$ 65,385				
10	Facility Improvement		Chiller Pump	Corn Palace	Corn Palace	Corn Palace	$ 50,200	$ -	$ -				
11	Facility Improvement		Boiler pump	Corn Palace	Corn Palace	Corn Palace	$ 56,700	$ -	$ -				
12	Facility Improvement		Locker Room Remodel	Corn Palace	Corn Palace	Corn Palace	$ 150,000	$ -	$ -				
13	Facility Improvement		AHU (4) North	Corn Palace	Corn Palace	Corn Palace	$ 263,250	$ -	$ -				
14	Facility Improvement		AHU (5) South	Corn Palace	Corn Palace	Corn Palace	$ 263,250	$ -	$ -				
15	Facility Improvement		AHU (2) Main Floor	Corn Palace	Corn Palace	Corn Palace	$ 271,350	$ -	$ -				
16	Facility Improvement		AHU (3) Main Floor	Corn Palace	Corn Palace	Corn Palace	$ 346,680	$ -	$ -				
17	Facility Improvement		Elevator Improvement	Corn Palace	Corn Palace	Corn Palace	$ 500,000	$ -	$ -				
18	Facility Improvement		Boiler Plant	Corn Palace	Corn Palace	Corn Palace	$ 503,415	$ -	$ -				
19	Facility Improvement		Chiller Plant	Corn Palace	Corn Palace	Corn Palace	$ 779,470	$ -	$ -				
20	Equipment		Commercial Fridge	Corn Palace	Corn Palace	Corn Palace	$ 2,500	$ 2,500	$ 2,500				
21	Equipment		Stainless Steel Sink	Corn Palace	Corn Palace	Corn Palace	$ 3,000	$ 3,000	$ 3,000				
22	Equipment		Hot Dog Cart	Corn Palace	Corn Palace	Corn Palace	$ 3,000	$ 3,000	$ 3,000				
23	Equipment		Ice Machine	Corn Palace	Corn Palace	Corn Palace	$ 5,000	$ 5,000	$ 5,000				
24	Equipment		Box Office Microphone/Speaker	Corn Palace	Corn Palace	Corn Palace	$ 5,000	$ 5,000	$ 5,000				
25	Equipment		Replace Corn Palace Dome Lighting Controllers	Corn Palace	Corn Palace	Corn Palace	$ -	$ -	$ 10,000				
26	Equipment		Farm Facts/Display Pieces	Corn Palace	Corn Palace	Corn Palace	$ 10,000	$ 10,000	$ 10,000				
27	Equipment		Running/Chaser Lights	Corn Palace	Corn Palace	Corn Palace	$ 25,000	$ 25,000	$ 15,000				Corn Palace Lights- chaser lights. Light shows. BB Games? Marty- Keep. Make sure corn palace board included.
28	Facility Improvement		Restroom Remodel	Corn Palace	Corn Palace	Corn Palace	$ 20,000	$ 20,000	$ 20,000				
29	Facility Improvement		Corn Palace Murals- Decorating	Corn Palace	Corn Palace	Corn Palace	$ 124,000	$ 124,000	$ 124,000				
30	Equipment		Four Scoop Stretchers	EMS	Fire/EMS	EMS	$ 8,000	$ 8,000	$ 8,000				
31	Equipment		Protective Equipment	EMS	Fire/EMS	EMS	$ 37,720	$ 37,720	$ 37,720				
32	Equipment		Battery Operated Vehicle extrication tools	EMS	Fire/EMS	EMS	$ 38,000	$ 38,000	$ 38,000				
33	Equipment		Radio Console, repeater, antenna repair & labor	EMS	PD/E911	E911	$ 3,500	$ 3,500	$ 3,500				

Council Work Session Review Items

	Improvements, Projects, Equipment	Project	Item	Fund	Department		Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
34	Facility Improvement		Corn Palace Plaza Expansion Complete with Splash park	Ent. Tax	Ent. Tax	Ent. Tax	$ 750,000	$ 750,000	$ 750,000				9/15: K.M lower to 250,000. Discussion on green space, eliminate splash feature. Do what you can for what is approved. 500,000 T.G, M.B., S.T, 250,000 K.M, D.S., J.D. 9/22: Susan motion reconsider $750,000 for plaza; TG Second. Aye: KM, MArty, Susan, Jeff, Sabers, Goldammer Nay: Mike & John.
35	Equipment		Timeclock Software	General	Admin	IT	$ 30,000	$ -	$ -				
36	Equipment		see click fix	General	Admin	IT	$ 30,000	$ 30,000	$ 30,000				
37	Equipment		Scale Computing/Storage (4 Servers- memory & storage, operating	General	Admin	IT	$ 115,000	$ 115,000	$ 115,000				
38	Facility Improvement		Flooring/Painting City Hall	General	Admin	Municipal Buildings	$ 30,000	$ -	$ -				
39	Equipment		Grain Rescue Auger	General	Fire/EMS	Fire	$ 1,050	$ 1,050	$ 1,050				
40	Equipment		ice Rescue Suit	General	Fire/EMS	Fire	$ 1,050	$ 1,050	$ 1,050				
41	Equipment		Structural Fire Gear	General	Fire/EMS	Fire	$ 1,150	$ 1,150	$ 1,150				
42	Equipment		Wildland Gear	General	Fire/EMS	Fire	$ 1,425	$ 1,425	$ 1,425				
43	Equipment		Rescue Helmts/Harnesses	General	Fire/EMS	Fire	$ 1,800	$ 1,800	$ 1,800				
44	Equipment		Tanker 2 primer & exhaust	General	Fire/EMS	Fire	$ 2,000	$ 2,000	$ 2,000				
45	Equipment		SCBA- replace nonworking lights	General	Fire/EMS	Fire	$ 2,000	$ 2,000	$ 2,000				
46	Facility Improvement		Replace 4 water valves (Fire Bay)	General	Fire/EMS	Fire	$ 3,500	$ 3,500	$ 3,500				
47	Equipment		Hose Tester	General	Fire/EMS	Fire	$ 4,500	$ 4,500	$ 4,500				
48	Equipment		Hose Replacement	General	Fire/EMS	Fire	$ 5,000	$ 5,000	$ 5,000				
49	Facility Improvement		Carpet in Dorm	General	Fire/EMS	Fire	$ 5,000	$ 5,000	$ 5,000				Leave carpet in: Aye- everyone
50	Equipment		Hazardous Materials Testing Kit	General	Fire/EMS	Fire	$ 7,500	$ 7,500	$ 7,500				
51	Equipment		Mighty Struts	General	Fire/EMS	Fire	$ 10,000	$ 10,000	$ 10,000				
52	Equipment		Replace Dive/Water Rescue Gear	General	Fire/EMS	Fire	$ 19,500	$ 19,500	$ 19,500				
53	Equipment		2nd Payment on Fire Engine	General	Fire/EMS	Fire	$ 301,000	$ 301,000	$ 301,000				
54	Facility Improvement		Second Fire Station	General	Fire/EMS	Fire	$ 2,500,000	$ 1,250,000	$ 2,500,000				9/15: MB.JS; MB Either 1,000,000/year over 3 years or 1,250,000 for 2 years. Jeff would like to move forward. TG. Fully fund in 2026 out of future capital projects. / JS 2nd. AYE- all. Nay- none.
55	Equipment		AED/Cabinets Replacements	General	HR	HR	$ 17,100	$ 17,100	$ 17,100				
56	Equipment		Books	General	Library	Library	$ 47,000	$ 47,000	$ 47,000				
57	Equipment		Rotary Brush for ventrac	General	Parks & Rec	Cemetery	$ 6,600	$ 6,600	$ 6,600				
58	Facility Improvement		Concrete in Cold Stoarge	General	Parks & Rec	Cemetery	$ 9,000	$ 9,000	$ 9,000				
59	Infrastructure		Crack seal/fog cemetery roads	General	Parks & Rec	Cemetery	$ 20,000	$ 20,000	$ 20,000				
60	Equipment		Used Truck	General	Parks & Rec	Cemetery	$ 25,000	$ 25,000	$ 25,000				
61	Facility Improvement		Tuck Point Entrance Pillars	General	Parks & Rec	Cemetery	$ 85,000	$ 35,000	$ 35,000				
62	Equipment		Payloader (shared with golf)	General	Parks & Rec	Cemetery	$ 50,000	$ 50,000	$ 50,000				
63	Equipment		Axon Camera System	General	PD/E911	Police	$ 5,752	$ 5,752	$ 5,752				
64	Equipment		Car Printers	General	PD/E911	Police	$ 9,200	$ -	$ 9,200	$ -	$ (9,200)		move to 2027. Consensus
65	Facility Improvement		Range Roof	General	PD/E911	Police	$ 9,500	$ 9,500	$ 9,500				
66	Equipment		Radar Units	General	PD/E911	Police	$ 14,000	$ 14,000	$ 14,000				

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	Improvements, Projects, Equipment	Project	Item	Fund	Department		Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
67	Equipment		Computers & Docks for vehichles	General	PD/E911	Police	$ 29,000	$ 29,000	$ 29,000				
68	Equipment		unmarked Explorer	General	PD/E911	Police	$ 60,000	$ 60,000	$ 60,000				
69	Equipment		Ford Explorer	General	PD/E911	Police	$ 72,820	$ 72,820	$ 72,820				
70	Equipment		Ford Explorer	General	PD/E911	Police	$ 72,820	$ 72,820	$ 72,820				
71	Facility Improvement		A/C replacements(4)	General	PD/E911	Police	$ 160,000	$ 160,000	$ 160,000				
72	Equipment		Pictometery Payment to Davison Co.	General	Public Works	Public Works Admin	$ 12,000	$ 12,000	$ 12,000				
73	Equipment		Building Inspector Truck	General	Public Works	Public Works Admin	$ 48,000	$ 48,000	$ 48,000				
74	Equipment		Salt/Sand	General	Public Works	Snow Removal	$ 75,000	$ 75,000	$ 75,000				
75	Infrastructure		Ice Arena Parking Lot	General	Public Works	Storm Drainage	$ 102,000	$ 102,000	$ 102,000				costs due to expanding the parking lot.
76	Infrastructure	13th Avenue Wisconsin to	Storm Sewer	General	Public Works	Storm Drainage	$ 1,100,000	$ 1,100,000	$ 1,100,000				
77	Infrastructure	N. Ohlman from 23rd to Kemper	N. Ohlman from 23rd to Kemper	General	Public Works	Storm Drainage	$ 1,490,000	$ 1,490,000	$ 1,490,000				
78	Infrastructure	Anderson & Williams	Anderson & Williams Drainage Improvements	General	Public Works	Storm Drainage	$ 1,600,000	$ 1,600,000	$ 1,600,000				
79	Equipment		Forklift	General	Public Works	Street	$ 40,000	$ -	$ -				
80	Equipment		Refig recylcer- freon	General	Public Works	Street	$ 7,000	$ 7,000	$ 7,000				
81	Equipment		Tack Truck	General	Public Works	Street	$ 270,000	$ 270,000	$ 270,000				
82	Infrastructure	Parking Lots	Lion's Point Park	General	Public Works	Street & Sidewalk	$ 20,700	$ -	$ -				
83	Infrastructure	Parking Lots	Camp Arroya	General	Public Works	Street & Sidewalk	$ 21,850	$ -	$ -				
84	Infrastructure	Alleys	RR To 1st West of Main	General	Public Works	Street & Sidewalk	$ 25,000	$ -	$ -				
85	Infrastructure	Parking Lots	Kippes Bay Drive	General	Public Works	Street & Sidewalk	$ 26,450	$ -	$ -				
86	Infrastructure	Parking Lots	West of 23rd & Main	General	Public Works	Street & Sidewalk	$ 27,600	$ -	$ -				
87	Infrastructure	Alleys	1st to 2nd west of main	General	Public Works	Street & Sidewalk	$ 31,300	$ -	$ -				
88	Infrastructure	Parking Lots	S. Indian Village	General	Public Works	Street & Sidewalk	$ 46,000	$ -	$ -				
89	Infrastructure	Parking Lots	Kibbee Park	General	Public Works	Street & Sidewalk	$ 48,300	$ -	$ -				
90	Infrastructure	Parking Lots	Sandy Beach	General	Public Works	Street & Sidewalk	$ 48,300	$ -	$ -				
91	Infrastructure	Alleys	3rd to 4th East of Main	General	Public Works	Street & Sidewalk	$ 57,830	$ -	$ -				
92	Infrastructure	Alleys	6th to 5th west of main	General	Public Works	Street & Sidewalk	$ 58,100	$ -	$ -				
93	Infrastructure	Alleys	7th to 6th west of rowley	General	Public Works	Street & Sidewalk	$ 58,100	$ -	$ -				
94	Infrastructure	Alleys	Kimball to Lawler- North of 6th	General	Public Works	Street & Sidewalk	$ 58,100	$ -	$ -				
95	Infrastructure	Alleys	Kimball to Lawler S. of 7th	General	Public Works	Street & Sidewalk	$ 58,100	$ -	$ -				
96	Infrastructure	Alleys	rowley to duff north of 2nd	General	Public Works	Street & Sidewalk	$ 59,000	$ -	$ -				
97	Infrastructure	Alleys	Rowley to Duff North of 1st	General	Public Works	Street & Sidewalk	$ 59,000	$ -	$ -				
98	Infrastructure	Parking Lots	Amphitheater	General	Public Works	Street & Sidewalk	$ 59,800	$ -	$ -				

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	Improvements, Projects, Equipment	Project	Item	Fund	Department		Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
99	Infrastructure	Parking Lots	Road though kiwanis Park - east of cemetery	General	Public Works	Street & Sidewalk	$ 59,800	$ -	$ -				
100	Infrastructure	Alleys	4th to 3rd west of main	General	Public Works	Street & Sidewalk	$ 68,580	$ -	$ -				
101	Infrastructure	Bike Path Construction	National Guard Road around lake	General	Public Works	Street & Sidewalk	$ 1,500,000	$ -	$ -				
102	Infrastructure	Overlay	Hunter 3rd to 5th	General	Public Works	Street & Sidewalk	$ 50,160	$ 50,160	$ -				
103	Infrastructure		Gravel- Base	General	Public Works	Street & Sidewalk	$ 25,000	$ 25,000	$ 25,000				
104	Infrastructure	Sidewalk	Hazardous Sidewalk Repair (City)	General	Public Works	Street & Sidewalk	$ 25,000	$ 25,000	$ 25,000				
105	Infrastructure	Sidewalk	City Sidewalk- Cabelas Pond Area & Main Street/ Dog Park Phase I	General	Public Works	Street & Sidewalk	$ 30,000	$ 30,000	$ 30,000				
106	Infrastructure	Parking Lots	Ice Arena Parking Lot	General	Public Works	Street & Sidewalk	$ 42,500	$ 42,500	$ 42,500				to increase parking
107	Infrastructure	Sidewalk	Sidewalk Construction- Repairs	General	Public Works	Street & Sidewalk	$ 50,000	$ 50,000	$ 50,000				
108	Infrastructure	Overlay	N. Rowley 13th to 15th	General	Public Works	Street & Sidewalk	$ 50,151	$ 50,151	$ 50,151				
109	Infrastructure	Overlay	E. 23rd Main to Langon	General	Public Works	Street & Sidewalk	$ 71,458	$ 71,458	$ 71,458				
110	Infrastructure	Overlay	E. Hanson Kimball to Burr	General	Public Works	Street & Sidewalk	$ 76,510	$ 76,510	$ 76,510				
111	Infrastructure		Chip Seal Aggregate	General	Public Works	Street & Sidewalk	$ 77,000	$ 77,000	$ 77,000				
112	Infrastructure	Parking Lots	Hitchcock Parking Lot by the Pool	General	Public Works	Street & Sidewalk	$ 90,000	$ 90,000	$ 90,000	$ -	$ (90,000)		KM remove to develop with 1st Ave. All consensus.
113	Infrastructure	13th Avenue Wisconsin to	Paving	General	Public Works	Street & Sidewalk	$ 94,000	$ 94,000	$ 94,000				
114	Infrastructure	Sidewalk	City Costs- Sidewalk Assessments	General	Public Works	Street & Sidewalk	$ 119,000	$ 119,000	$ 119,000				
115	Infrastructure	Overlay	Gamble 1st to 5th	General	Public Works	Street & Sidewalk	$ 141,300	$ 141,300	$ 141,300				
116	Infrastructure	Overlay	Marshall 1st to 5th	General	Public Works	Street & Sidewalk	$ 141,300	$ 141,300	$ 141,300				
117	Infrastructure	Overlay	N. Duff 4th to 3rd	General	Public Works	Street & Sidewalk	$ 167,200	$ 167,200	$ 167,200				
118	Infrastructure		Chip Seal Asphalt	General	Public Works	Street & Sidewalk	$ 340,000	$ 340,000	$ 340,000				
119	Infrastructure	N. Ohlman from 23rd to Kemper	Paving	General	Public Works	Street & Sidewalk	$ 1,250,000	$ 1,250,000	$ 1,250,000				
120	Equipment		EZ liner trailrunner	General	Public Works	Traffic	$ 165,000	$ -	$ -				
121	Equipment		Battery Backup- 12th & Sanborn	General	Public Works	Traffic	$ 12,000	$ 12,000	$ 12,000				
122	Infrastructure		repaint burr street	General	Public Works	Traffic	$ 20,000	$ 20,000	$ 20,000				
123	Equipment		Crosswalk RRFB- 1st & Mentzer	General	Public Works	Traffic	$ 25,000	$ 25,000	$ 25,000				
124	Equipment		UTV	General	Public Works	Traffic	$ 35,000	$ 35,000	$ 35,000				
125	Equipment		Cart Path Paving	Golf	Parks & Rec	Golf	$ 70,000	$ -	$ -				
126	Equipment		Golf Course Improvements- Phase III	Golf	Parks & Rec	Golf	$ 1,330,000	$ -	$ -	$ 1,053,000	$ 1,053,000		9/15: D.S. Would like to add . $250,000 pledge. $250,000 from reserves. Remaining funds from GF. MB no. J.D. have dues been raised? John would like to see rates and increases? Discuss at next session. 9/22 Rates were increased 5%. Not included was design & contingency. This adds another $226,100 per Kevin N.
127	Equipment		Irrigation Computer	Golf	Parks & Rec	Golf	$ 3,100	$ 3,100	$ 3,100				
128	Equipment		Clover P.O.S	Golf	Parks & Rec	Golf	$ 4,000	$ 4,000	$ 4,000				
129	Equipment		Tree Injection Equipment	Golf	Parks & Rec	Golf	$ 5,000	$ 5,000	$ 5,200				

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	Improvements, Projects, Equipment	Project	Item	Fund	Department		Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
130	Equipment		Range Balls	Golf	Parks & Rec	Golf	$ 7,000	$ 7,000	$ 7,000				
131	Equipment		Range Ball Picker	Golf	Parks & Rec	Golf	$ 7,000	$ 7,000	$ 7,000				
132	Equipment		Top Dressing Sand	Golf	Parks & Rec	Golf	$ 9,000	$ 9,000	$ 9,000				
133	Equipment		Wetting Agent Due to Lake Irrigation	Golf	Parks & Rec	Golf	$ 11,000	$ 11,000	$ 11,000	$ -			consensus
134	Equipment		Range Ball Dispenser	Golf	Parks & Rec	Golf	$ 16,200	$ 16,200	$ 16,200				
135	Equipment		Loader (shared with cemetery)	Golf	Parks & Rec	Golf	$ 50,000	$ 50,000	$ 50,000				
136	Equipment		Irrigation Filter	Golf	Parks & Rec	Golf	$ 55,000	$ 55,000	$ 55,000				
137	Equipment		Tractor	Golf	Parks & Rec	Golf	$ 55,000	$ 55,000	$ 55,000				
138	Facility Improvement		Sandvolleyball Courts & Lighting at Hitchcock & Patton Yougn	Park	Parks & Rec	Parks	$ 60,000	$ -	$ -				
139	Facility Improvement		Hitchcock Park Restroom	Park	Parks & Rec	Parks	$ 180,000	$ -	$ -				
140	Facility Improvement		Fish Cleaning Station at Lake Jetty	Park	Parks & Rec	Parks	$ 200,000	$ -	$ -				
141	Facility Improvement		Splash Pad at Hitchcock Park	Park	Parks & Rec	Parks	$ 350,000	$ -	$ -				
142	Facility Improvement		Replace 8 tennis courts	Park	Parks & Rec	Parks	$ 2,500,000	$ -	$ -				Discussion on tennis courts. Council asked for the cost of 4 courts versus 8. Kevin Nelson said he asked for school/tennis to come up with half of the cost. Mbathke said that to get grant funds can only be striped for tennis and has to be post-tension concrete . Kevin Nelson said the school would like the city to finance school's payment.
143	Infrastructure		Pave Parking Lot at Parks Shop	Park	Parks & Rec	Parks	$ 85,000	$ -	$ -				
144	Infrastructure	Parking Lots	Parking Lot by Parks Shop	Park	Parks & Rec	Parks	$ 85,000	$ -	$ -				
145	Facility Improvement		Munroe Park Outdoor Rink	Park	Parks & Rec	Parks	$ 4,000	$ 4,000	$ 4,000	$ -	$ (4,000)		KM- consider removing due to maintenance. Aye- DS, TG, JD, KM, MB, MB, ST, JS
146	Equipment		Picnic Table Replacements	Park	Parks & Rec	Parks	$ 6,000	$ 6,000	$ 6,000				
147	Equipment		New Baskets for Disc Golf	Park	Parks & Rec	Parks	$ 7,000	$ 7,000	$ 7,000				
148	Equipment		Mower Deck for toolcat	Park	Parks & Rec	Parks	$ 7,500	$ 7,500	$ 7,500				
149	Equipment		Sunshades at Hitchcock and Kibbee Park	Park	Parks & Rec	Parks	$ 8,000	$ 8,000	$ 8,000				TG- Pick out shade structures with park equip? Aye to leave in- everyone
150	Facility Improvement		Event Power at Hitchcock Park	Park	Parks & Rec	Parks	$ 8,500	$ 8,500	$ 8,500	$ 7,500	$ (1,000)		TG: increase the rent associated with hitchcock park rental over 10 yrs to offset?; Mayor- upgrade bandstand service as first phase? JS, remove $1000 for the 3rd stage (tennis courts). Move forward with the rest. Consensus.
151	Facility Improvement		Nursery Start Up	Park	Parks & Rec	Parks	$ 10,000	$ 10,000	$ 10,000	$ -	$ (10,000)		Would like to remove.- DS, TG, all cut Mike B keep
152	Facility Improvement		Hitchcock Baseball Field Light Panel	Park	Parks & Rec	Parks	$ 10,000	$ 10,000	$ 10,000				
153	Facility Improvement		A/C & Furnace at Day Camp	Park	Parks & Rec	Parks	$ 13,000	$ 13,000	$ 13,000				
154	Facility Improvement		Concrete Curbing for Gainer playground surface	Park	Parks & Rec	Parks	$ 14,000	$ 14,000	$ 14,000				
155	Equipment		zero turn mower	Park	Parks & Rec	Parks	$ 16,000	$ 16,000	$ 16,000				
156	Facility Improvement		Tuck point hitchcock park entrance	Park	Parks & Rec	Parks	$ 20,000	$ 20,000	$ 20,000				
157	Facility Improvement		Playground Mulch	Park	Parks & Rec	Parks	$ 20,000	$ 20,000	$ 20,000				
158	Facility Improvement		City Beautification- plants & weed control	Park	Parks & Rec	Parks	$ 25,000	$ 25,000	$ 25,000				
159	Facility Improvement		Siding, doors, windows at Patton Young Park	Park	Parks & Rec	Parks	$ 35,000	$ 35,000	$ 35,000				
160	Equipment		Jennewin Playground	Park	Parks & Rec	Parks	$ 180,000	$ 180,000	$ 180,000				

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	Improvements, Projects, Equipment	Project	Item	Fund	Department		Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
161	Facility Improvement		Hitchcock Park Roadway & Pool Perimeter Lighting	Park	Parks & Rec	Parks	$ 326,000	$ 326,000	$ 326,000	$ 60,000	$ (266,000)		
162	Facility Improvement		Railroad Trail	Park	Parks & Rec	Parks	$ 373,313	$ 373,313	$ 373,313				RR grant is the gravel path NW of 23rd & Ohlman. Dependent on grant funding.
163	Equipment		Riddell Youth Football Helmets	Park	Parks & Rec	Recreation & Aquatics	$ 20,000	$ -	$ -				
164	Equipment		Replace Pad on Frog Slide	Park	Parks & Rec	Recreation & Aquatics	$ 5,000	$ 5,000	$ 5,000				
165	Equipment		Muriatic Acid Tank	Park	Parks & Rec	Recreation & Aquatics	$ 5,000	$ 5,000	$ 5,000				
166	Equipment		Handicap Lift Replacement	Park	Parks & Rec	Recreation & Aquatics	$ 8,000	$ 8,000	$ 8,000				
167	Equipment		Sunshade Replacements	Park	Parks & Rec	Recreation & Aquatics	$ 14,000	$ 14,000	$ 14,000				
168	Equipment		Slide Restoration	Park	Parks & Rec	Recreation & Aquatics	$ 15,000	$ 15,000	$ 15,000				
169	Equipment		3 Nusteps	Park	Parks & Rec	Recreation Center	$ 22,500	$ -	$ -				
170	Facility Improvement		Kids Play Area Lighting Replacement	Park	Parks & Rec	Recreation Center	$ 5,500	$ -	$ -				
171	Equipment		Swimsuit Water Extractor	Park	Parks & Rec	Recreation Center	$ 5,000	$ 5,000	$ 5,000				
172	Equipment		Janitor's Cart	Park	Parks & Rec	Recreation Center	$ 5,000	$ 5,000	$ 5,000				
173	Facility Improvement		Refinish Gym Floors	Park	Parks & Rec	Recreation Center	$ 8,000	$ 8,000	$ 8,000				
174	Equipment		6 new cameras	Park	Parks & Rec	Recreation Center	$ 9,500	$ 9,500	$ 9,500				
175	Facility Improvement		Hot Tub System with Acid	Park	Parks & Rec	Recreation Center	$ 9,500	$ 11,000	$ 11,000				
176	Facility Improvement		Replace 2 HVAC	Park	Parks & Rec	Recreation Center	$ 20,000	$ 20,000	$ 20,000				
177	Equipment		Replace Sand Filters- Indoor Pool	Park	Parks & Rec	Recreation Center	$ 25,000	$ 25,000	$ 25,000				
178	Facility Improvement		Pool Heater	Park	Parks & Rec	Recreation Center	$ 47,500	$ 47,500	$ 47,500				
179	Equipment		Batting Cages at Cadwell between Fields A & B	Park	Parks & Rec	Sports Complex	$ 30,000	$ -	$ -				
180	Facility Improvement		Stainless Steel Countertop- Soccer Concessions	Park	Parks & Rec	Sports Complex	$ 9,500	$ -	$ -				
181	Facility Improvement		LED on drake	Park	Parks & Rec	Sports Complex	$ 325,000	$ -	$ -				
182	Facility Improvement		LED lights on ABC	Park	Parks & Rec	Sports Complex	$ 465,000	$ -	$ -				
183	Facility Improvement		Storage Building	Park	Parks & Rec	Sports Complex	$ 500,000	$ -	$ -				
184	Facility Improvement		LED Lights 8 Softball Fields	Park	Parks & Rec	Sports Complex	$ 1,250,000	$ -	$ -				
185	Facility Improvement		Sports Field House	Park	Parks & Rec	Sports Complex	$ 2,000,000	$ -	$ -				
186	Equipment		Outdoor Workout Equipment	Park	Parks & Rec	Sports Complex	$ 5,000	$ -	$ 5,000				
187	Equipment		Ice Edger	Park	Parks & Rec	Sports Complex	$ 8,500	$ 8,500	$ 8,500				
188	Facility Improvement		LED Rink Lighting	Park	Parks & Rec	Sports Complex	$ 12,000	$ 12,000	$ 12,000				
189	Facility Improvement		Field of Dreams Pressbox	Park	Parks & Rec	Sports Complex	$ 45,000	$ 45,000	$ 45,000				
190	Facility Improvement		5 pole replacements listed as "rejects" 50%	Park	Parks & Rec	Sports Complex	$ -	$ 100,000	$ 100,000				
191	Facility Improvement		Ice Arena Roof	Park	Parks & Rec	Sports Complex	$ 1,250,000	$ 1,250,000	$ 1,250,000				
192	Facility Improvement		Flooring	Sanitation	Public Works	Landfill	$ 5,000	$ 5,000	$ 5,000				

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	Improvements, Projects, Equipment	Project	Item	Fund	Department		Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
193	Equipment		Plow	Sanitation	Public Works	Landfill	$ 10,000	$ 10,000	$ 10,000				
194	Facility Improvement		Awning for Scale Opeartor	Sanitation	Public Works	Landfill	$ 10,000	$ 10,000	$ 10,000				
195	Facility Improvement		Door Improvements	Sanitation	Public Works	Landfill	$ 10,000	$ 10,000	$ 10,000				
196	Equipment		3/4 Ton Truck	Sanitation	Public Works	Landfill	$ 50,000	$ 50,000	$ 50,000				
197	Facility Improvement		Portable Fencing	Sanitation	Public Works	Landfill	$ 50,000	$ 50,000	$ 50,000				
198	Infrastructure		Alley Maintenance- 2 Alley Projects	Sanitation	Public Works	Landfill	$ 70,000	$ 70,000	$ 70,000				
199	Facility Improvement		Land Purchase (payment 2 of 10)	Sanitation	Public Works	Landfill	$ 348,000	$ 348,000	$ 348,000				
200	Equipment		Dumpsters	Sanitation	Public Works	Recycling	$ 5,000	$ 5,000	$ 5,000				
201	Facility Improvement		Landscaping around recycling building	Sanitation	Public Works	Recycling	$ 20,000	$ 20,000	$ 20,000				
202	Equipment		Air Compressor	Sewer	Public Works	Collection	$ 32,000	$ 32,000	$ 32,000				
203	Equipment		Skid Loader	Sewer	Public Works	Collection	$ 65,000	$ 65,000	$ 65,000				
204	Infrastructure		Manhole Rehabilitation	Sewer	Public Works	Collection	$ 100,000	$ 100,000	$ 100,000				
205	Infrastructure		14th Wisconsin to Bypass	Sewer	Public Works	Collection	$ 148,000	$ 148,000	$ 148,000				
206	Infrastructure		CIPP	Sewer	Public Works	Collection	$ 200,000	$ 200,000	$ 200,000				
207	Equipment		Dump Truck	Sewer	Public Works	Collection	$ 250,000	$ 250,000	$ 250,000				
208	Infrastructure	N. Ohlman from 23rd to Kemper	Sewer	Sewer	Public Works	Collection	$ 1,085,000	$ 1,085,000	$ 1,085,000				
209	Infrastructure	13th Avenue Lift Station	sewer	Sewer	Public Works	Collection	$ 2,420,000	$ 2,420,000	$ 2,420,000				
210	Equipment		Snow plow only dump truck	Water	Public Works	Distribution	$ 18,500	$ 18,500	$ 18,500				
211	Equipment		Trimble	Water	Public Works	Distribution	$ 32,500	$ 32,500	$ 32,500				
212	Equipment		Truck box for 162	Water	Public Works	Distribution	$ 55,000	$ 55,000	$ 55,000				
213	Equipment		Semi Tractor	Water	Public Works	Distribution	$ 125,000	$ 125,000	$ 125,000				
214	Infrastructure	13th Avenue Wisconsin to	water	Water	Public Works	Distribution	$ 155,000	$ 155,000	$ 155,000				
215	Infrastructure	13th Avenue Lift Station	water	Water	Public Works	Distribution	$ 480,000	$ 480,000	$ 480,000				
216	Infrastructure		Development Fund- to give budget authority to front costs of development	Water	Public Works	Distribution	$ 600,000	$ 600,000	$ 600,000				
217	Infrastructure	N. Ohlman from 23rd to Kemper	Water	Water	Public Works	Distribution	$ 802,000	$ 802,000	$ 802,000				
							$ 49,440,088	$ 32,858,663	$ 34,072,903		$ 672,800	$ -	

	Design, Engineering & Other			Budget	Requested		2026 Proposed	Council Changes	Budget impact		Note
218	Study	Storm Sewer Study East of Sanborn & South of the High School	HDR Engineering	Storm Sewer	$ 130,000		$ 130,000				
219	Design	6th Avenue Juanita to Sanborn	McLaury Engineering	water & waste water	$ 240,000		$ 240,000				
220	Study	State Water Plan Update for Water & Sewer- required for SRFs	SPN	water & waste water	$ 320,000		$ 320,000				
221	Retail Study	Update retail information with Retail Strategies	Retail Strategies	Mayor	$ 50,000		$ 50,000	$ -	$ (50,000)		9/15: KM, -7 remove 9/15. JS- work with MADC , consider in November? Or at end of year. TG. Could cancel the contract at any time during the contract. Jeff, Best use of space.

	Council Work Session Review Items												
	Improvements, Projects, Equipment	Project	Item	Fund	Department		Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
222	Economic Study	updated study of Mitchell economy		Dakota Instiute		Mayor	$ 50,000		$ 50,000	$ -	$ (50,000)		9:15: KM, -7 remove 9/15
223	Projects	Mitchell High Student Council-Student led projects		Mitchell High School		Mayor	$ 50,000		$ 10,000	$ -	$ (10,000)		9/15: KM, -7 remove . T.G. /J.S. bring projects to council for consideration 9/15.
									$ 800,000		$ (110,000)		

Council Work Session Review Items

	Improvements, Projects, Equipment	Project	Item	Fund	Department		Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
	Subsidies					2025 Approved	2026 Application		2026 Proposed	Council Action	GF Budget Impact	Ent Tax Impact	Notes
	General Fund												
224		A.C.T.- Area Community Theater		General		$ 42,500	$ 78,298		$ 29,750	$ -	$ (29,750)		JS/DS to take back to the last year's approved funding. To start. All "aye". Mike- "nay"
225		CASA- Court Appointed Special Advocates		General		$ 5,000	$ 10,000		$ 3,500	$ 5,000	$ 1,500		S.T. move reduce to $0. Marty 2nd. Aye- 7 Nay - 1
226		Cornerstone Career Learning Center		General		$ -	$ 7,000		$ -	$ -	$ -		Mike B invited Kim Olson to overview subsidy application
227		Dakota Counseling		General		$ 13,000	$ 14,500		$ 9,100	$ 13,000	$ 3,900		Michelle C. invited to speak
228		DHDA- Dakota Heartland Development Association (Regional Economic Development)		General		$ 25,000	$ 25,000		$ 17,500	$ 25,000	$ 7,500		David L invited to speak. MB fund at 17,500.
229		Exchange Club Fireworks Display		General		$ 10,000	$ 13,000		$ 13,000	$ 15,660	$ 2,660		D.S Fireworks cost has went up. Marty to increase 15,660. TG second. Aye- all, nay- 0
230		Horsemen's Sports Incorporated		General		$ -	$ 118,979			$ 36,778	$ 36,778		HSI invited to speak. Mike approve 36,778 ;Marty 2nd. Aye-TS, MB, MB, ST, JS Nay- TG, KM, JD
231		MAHI- Mitchell Area Housing Incorporated		General		$ 50,000	$ 50,000			$ -	$ -		JS to $0, Mike 2nd. All aye
232		MADC- Mitchell Area Development Association		General		$ 182,000	$ 192,000		$ 127,400	$ 182,000	$ 54,600		Mike B to keep at 127,400 but they could come and and ask for the 54,600 to bring up to 182,000. Died for a lack of 2nd
233		Mitchell Municipal Band		General		$ 11,500	$ 14,500		$ 14,500	$ 14,500	$ -		JS move to 14,500/ marty 2nd. All aye
234		Mitchell Prehistoric Indigenous Archaeological Site & Museum		General		$ 19,000	$ 25,000		$ 13,300	$ 25,000	$ 11,700		TG. Increase to 25,000. Marty 2nd. Aye- all
235		MMS&B- Mitchell Main Street & Beyond		General		$ 45,000	$ 55,000		$ 31,500	$ 50,000	$ 18,500		ST. increase to 50,000 JS 2nd. Aye- all
236		Safe Place of Eastern SD		General		$ 20,000	$ 15,000		$ 14,000	$ 15,000	$ 1,000		JS, move to 15,000; 2nd by ST. Aye- All
237		Salvation Army		General		$ -	$ 20,000		$ -	$ -	$ -		
	Entertainment Tax Fund												
238		Convention & Visitor's Bureau		Ent Tax		$ 262,500	$ 275,000		$ 183,750	$ 262,500		$ 78,750	Johanna Allen invited to speak
						$ 685,500	$ 913,277		$ 457,300	$ 644,438	$ 108,388	$ 78,750	

Council Work Session Review Items

	Improvements, Projects, Equipment	Project	Item	Fund	Department	Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact	Ent. Tax Budget Impact	Notes
	Council Discussion/Review Items					Discussion		in Budget	Council Changes	General Fund Budget Impact		Notes
A	Basketball Courts at Hitchcock- Concrete			could use the 9,000 out of the 2025 budget		$ 35,000		$ -	$ 26,000	$ 26,000		John, Concrete. TG, MB, concsus. 35,0000 and 5,000. move the 9,000 from 2025 to 2026
B	Basketball Courts with Parking Lot- Asphalt (currently gravel)					$ 5,000		$ -	$ 5,000	$ 5,000		included with above
C	Additional Nuisance/Code Enforcement Officer					$ 80,000						
D	Building at the Ground Storage Tank & Mixing Station					$ 2,500,000			$ 2,500,000			approved at 9/15 city council meeting
E	2nd Fire Station Operational Costs $46,600 in utilities / phone now for station.											
F	Increased GF cost: Roundabout, Sidewalk Included		Roundabout cost is 449,595	23rd & Ohlman Intersection		$ 715,145		$ -				Need confirmation from council on the assessment versus city paid at next session. DS would like the city to fund the entire cost
G	Increased GF Cost: Roundabout, Sidewalk Assessed			23rd & Ohlman Intersection		$ 615,395		$ -	$ 615,395	$ 615,395		TG to assess sidewalks, seconded by Marty. Aye: everyone else Nay: DS 9/22
H	Increased GF Cost: No Roundabout, Sidewalk Included			23rd & Ohlman Intersection		$ 265,550						
I	Increased GF Cost: No Roundabout, Sidewalk Assessed			23rd & Ohlman Intersection		$ 165,800						
J	Study for Lake Mitchell Dam			Estimated Cost?		$ 200,000				$ 200,000		
K	Debt Service Payment for Lake Mitchell					$ 1,200,000		$ 1,200,000	$ 270,923	$ (929,077)		K.M Discussion on this item, coulc be used to offset the balance. ST in favor of reducing to balanc.e JD would like additional discussions. MB consider doing the 5 holes and keep payloader in.. TG support, JS support, . Mike is a no
M	Shoreline Stabilization by Highway 37					$ 150,000		$ -	$ 150,000	$ 150,000		Request by Marty B. To match the improvements by the State. By Highway 37. Jeff yes. Tim, Susan, Mike, Kevin, Dan
						$ 2,620,000	$ -	$ -	$ 3,567,318	$ 67,318		

	Revenue Changes		Fund		2026 Proposed	Council Changes	General Fund Budget Impact		Notes
L	Property Tax Growth	the City received growth numbers on 9/15. 1.52%				$ 102,506	$ 102,506		
							$ 102,506		

Difference	$ (636,000)	will come from GC reductions/cash as shown below under 10/6

9/22 Golf Course Discussion

Golf Course Project	$ 1,330,000	
KN- (not included in budget request)	$ 93,100	**was not originally included in the budget
included in budget request)	$ 133,000	was not originally included in the budget
Total Project Cost	**$ 1,556,100**	

Cash Applied/Budget Reductions Recommended by DS on 9/22

Donation Pledge	$ (250,000)	Private Source
Golf Fund Reserves	$ (250,000)	Designated for Phase II Project
Golf Fund Reserves	$ (50,000)	Designated for Cart Replacement
Wetting Agent	$ (11,000)	removed by council 9/22
Golf Course Payloader	$ (50,000)	currently included in budget
Payloader- GF for cemetery	$ (50,000)	currently included in budget
Remove General Fund Equipment Loan Payment	$ (75,000)	currently included in budget
Total	**$ (736,000)**	
General Fund Needed	**$ 820,100**	

10/6 Golf Course Discussion

Broken Out Costs

5 hole short course	$ 900,000.00	$ 63,000.00	$ 90,000	$ 1,053,000
Hole 14, drainage, pond	$ 430,000.00	$ 30,100.00	$ 43,000	$ 503,100
				$ 1,556,100

Golf Course Project -Short Course **$ 1,053,000**

Cash Applied/Budget Reductions Discussed on 10/6

Donation Pledge	$ (250,000)	Private Source
Golf Fund Designated Funds	$ (250,000)	Designated for Phase II Project
Golf Fund Cart Reserves	$ (50,000)	Designated for Cart
Wetting Agent	$ (11,000)	removed by council 9/22
Remove General Fund Equipment Loan Payment	$ (75,000)	currently included in budget
Total	**$ (636,000)**	
General Fund Needed	**$ 417,000**	

Sandy Beach Hiking and Bike Trail
Lake Mitchell
Mitchell Prehistoric Indigenous...