



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
November 3, 2025

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: Word of Life**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Automatic Supplements**
General Fund-Fire in the amount of \$2,943.36 from grant funds
 - D. Raffle Permits**
 - E. Volunteer Board Appointment:**
 - **Appoint Jesse Stroud to the Corn Palace Events & Entertainment Board to fill an unexpired term to run November 2025-September 2026**
 - F. Acknowledge Acceptance of Audit Report for 2024**
 - G. Change Order #2 to H&W Contracting for Pump Station and Ground Storage Reservoir Project #2020-20**
 - H. Change Order #3 to Michels Road & Stone for Highway 37 Utilities Project #2021-45**
 - I. Change Order #3 to Halme Inc. for 23rd Avenue Lift Station Project #2022-3**
 - J. Change Order #2 to Siteworks, Inc. for Lake Shore Development Sanitary Sewer Project #2025-42**
 - K. Set Date for November 17th, 2025 for Hearing and Action on the following Alcohol License Applications**
 - a. On the Application to Transfer RB-30207 Retail (on-off sale) Malt Beverage & SD Farm Wine license from Palace City Brewing Company, 227 West Railroad Ave to Palace City Brewing Company, 227 West Railroad Ave due to configuration of the boundary lines**

b. On the Application to Transfer RW-30208 Retail (on-off sale) Wine and Cider license from Palace City Brewing Company, 227 West Railroad Ave to Palace City Brewing Company, 227 West Railroad Ave due to configuration of the boundary lines

L. Approval of Gasoline & Fuel Quotes

M. Pay Estimates

N. 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. Action to Set Date for Board of Adjustment Hearing 11-17-25

Habitat for Humanity has applied for a Variance Permit for east side yard setback of 0' vs 3' on Lot 8, Block 13; west side yard setback of 0' vs 3' on Lot 9, Block 13 to build a twin home across property lines. This is located at 1204 & 1208 E 1st Ave, legally described as the Lot 8 & 9, Block 13, Gleeson's Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R4 High 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. Presentation by Roger Musick on Proposed Recruitment & Growth Strategy Discussion

11. Hearing and Action 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)

12. Action to Approve the Application for Modification and Renewal of 2026 Medical Cannabis Dispensary License for The Flower Shop, LLC

13. Action to Approve the Application for Renewal of 2026 Medical Cannabis Dispensary License for Raftis Enterprise Mitchell dba Superior Buds

14. Action to Approve the Applications for Renewal of 2026 Liquor and Wine Licenses

15. Action to Approve Request for 4-Way Stop sign at 1st Avenue and Foster Street Intersection

16. Action to Award Bid for Tornado Safe Room at City of Mitchell Campground, Project #2023-33
17. Action to Approve Agreement #A2025-65, Transfer Agreement with Muller Lumber Company
18. Action to Approve Agreement #A2025-66, Tax Increment District #44 Developer Agreement
19. Action to Approve Agreement #A2025-67, Agreement for Rotational Towing Services
20. Action to Approve Agreement #A2025-68, Tier 2 Non-Methane Organic Compound Emissions Testing with GeoTek Engineering & Testing Services, Inc
21. Action to Approve Resolution #R2025-74, Plat of Tract A of Julie's Addition, in the NE 1/4 of the NE 1/4 of Section 30, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota
22. Action to Approve Resolution #R2025-75, Plat of Tract 1 of Verna Hofer's Addition, in the W 1/2 of the NW 1/4 of Section 13, T 102 N, R 60 W of the 5th P.M., Davison County South Dakota
23. Action to Approve Resolution #R2025-76, Plat of Lot 14C, Block 14, Morningview Addition
24. Action to Approve Resolution #R2025-77, Plat of Lot 1 of Brunsen's Addition in the South 1/2 of the SE 1/4 of Section 21 and the North 1/2 of the NE 1/4 of Section 28, All in T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota
25. Second 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
26. Motion to Adopt Ordinance #O2025-12, Request Public Comment, Roll Call
27. Second Reading on Ordinance #O2025-13, Amending CJM Second Addition Planned Unit Development District
28. Motion to Adopt Ordinance #O2025-13, Request Public Comment, Roll Call
29. Second Reading on Ordinance #O2025-14, Fireworks for New Years
30. Motion to Adopt Ordinance #O2025-14, Request Public Comment, Roll Call
31. First Reading on Ordinance #O2025-11, Revising Mitchell City Code Section 5-3-4(l) In Regards to Nuisance Vegetation
32. First Reading on Ordinance #O2025-15, 2026 Annual Appropriation Ordinance
33. First Reading on Ordinance #O2025-16, Franchise Agreement with Northwestern Energy
34. Review of South Dakota Open Meeting Materials
35. Adjourn

Individuals with disabilities who require special assistance to take part in this meeting may contact one of the following at City Hall (605) 995-8420 at least 24 hours prior to the meeting with requests for assistance: Human Resources Officer or the City Administrator.

**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
MITCHELL, SOUTH DAKOTA**

**October 20, 2025
6:00 P.M.**

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

ABSENT: John Doescher

PRESIDING: Mayor Jordan Hanson

AGENDA:

Mayor Hanson moved Item #H to the regular agenda.

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

- a. City Council Minutes
 - 1. City Council October 6, 2025
- b. Committee Reports
 - 1. Planning Commission August 25, 2025 (signed)
 - 2. Planning Commission October 14, 2025 (unsigned)
- c. Department Reports
 - 1. Sales Tax Collections (September)
 - 2. Finance (September)
 - 3. Building Permits (September)
 - 4. Police (September)
 - 5. Fire (September)
 - 6. Code Enforcement (September)
 - 7. Water (August/September)
- d. Automatic Supplements
 - 1. Golf Fund in the amount of \$2,500.00 from a donation of funds
- e. Raffle Permits
 - 1. VFW Post 2750 with the drawing to be held on December 7, 2025
 - 2. Mitchell Music Boosters with the drawing to be held on November 6, 2025
 - 3. Mitchell Quarterback Club with the drawing to be held on January 30, 2026
 - 4. Safe Place of Eastern South Dakota with the drawing to be held on December 5, 2025
 - 5. Dakota Riptide Swim Team with the drawing to be held throughout 2026
 - 6. Dakota Riptide Swim Team with the drawing to be held on March 1, 2026
 - 7. Dakota Riptide Swim Team with the drawing to be held on March 1, 2026
- f. Declare surplus Police Department firearms and accessories to be traded in

g. Change Order #4-Final for Marina Improvements Phases 1 and 2 Project #2023-03 decreasing the contract amount by \$121,668.14 to Soukup Construction adjust contract amount to \$2,603,466.50

i. Pay Estimates October 20, 2025

Pay Estimate #46 in the amount of \$1,861.40 for Wastewater Treatment Plant Improvements #2021-31 contracted to HDR Engineering

Pay Estimate #19 in the amount of \$6,837.50 for Wastewater Treatment Plant Improvements #2021-31 contracted to GeoTek Engineering

Pay Estimate #14 in the amount of \$807,257.51 for Wastewater Treatment Plant-Phase II #2022-01 contracted to John T. Jones Construction

Pay Estimate #33 in the amount of \$84,285.39 for Wastewater Treatment Plant-Phase II #2022-01 contracted to HDR Engineering

Pay Estimate #13 in the amount of \$3,857.50 for Wastewater Treatment Plant-Phase II #2022-01 contracted to GeoTek Engineering

Pay Estimate #11 in the amount of \$13,610.35 for Jetty & Marina Improvements #2023-03 contracted to Soukup Construction

Pay Estimate #20 in the amount of \$33,968.75 for 2nd and 4th Construction Project #2023-21 contracted to McLaury Engineering

Pay Estimate #1 in the amount of \$10,000.00 for Airport Snow Removal Project #2024-22 contracted to Quality Cut Lawn

Pay Estimate #12 in the amount of \$509.00 for Water Distribution System Model Project #2024-37 contracted to AE2S

Pay Estimate #6 in the amount of \$15,568.75 for 13th & Wisconsin Drainage Study #2025-08 contracted to McLaury Engineering

Pay Estimate #2 in the amount of \$36,065.00 for Corn Palace Seating #2025-18 contracted to Combined Building Specialties

Pay Estimate #1 in the amount of \$25,940.13 for Golf/Cemetery Bike Path #2025-43 contracted to Taylor Concrete Construction

Pay Estimate #12 in the amount of \$3,420.81 for AIP '33 Municipal Hangar Construction contracted to Helms & Associates

Pay Estimate #9 in the amount of \$24,603.42 for AIP '34 Airport Runway 18/36 Reconstruction contracted to Helms & Associates

j. 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 SEPTEMBER 28, 2025 – OCTOBER 11, 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 \$15,181.67, Human Resources \$4,614.98, Municipal Building \$5,515.60, Information Technology \$3,453.08, Police \$87,706.71, Traffic \$5,874.46, Fire \$39,796.65, Street \$35,430.26, Public Works \$27,084.99, Cemetery \$7,265.18, Animal Control \$1,200.26, Library \$17,446.25, Recreation & Aquatics \$7,129.62, Recreation Center \$18,174.58 Sports Complexes \$12,492.23, Parks \$18,035.66, Supervision \$4,418.10, E911 \$24,367.30, Palace Transit \$32,328.99, JVCC \$2,183.02, Nutrition \$4,460.23, Airport \$2,669.37, Water Distribution \$17,842.01, Sewer \$16,888.32, Recycling Program \$7,777.04, Waste Collection \$8,684.83, Landfill \$10,963.58, Corn

Palace \$23,393.17 Golf Course \$6,563.80 Campground \$2,553.60, Emergency Medical Services \$39,058.84

NEW HIRES:

CORN PALACE: Hailey McWane-\$15.00

RECREATION CENTER: Kimberly Gamber-\$12.20, Kazlyn Schulz-\$12.20, Ray Van Overschelde-\$13.70

WASTE COLLECTION: Porter Geppert-\$15.20, Tate Hegg-\$15.20

SALARY ADJUSTMENTS:

FINANCE: Marilyn Jansen-\$28.786

LIBRARY: Megan Davids-\$27.675, Max Velasquez-\$28.772

POLICE: Tylor Cassingham-\$30.833, Daniel Fechner-\$42.733

WASTE WATER: Thomas Holleman-\$30.841

TERMINATION:

CAMPGROUND: Thomas Johnson, Glenda Phipps-Johnson

WARRANTS: A&B Business Solutions, Monthly Payment-\$4,694.51; A-Ox Welding Supply, Supplies-\$698.51; AAA Collections, Billing-\$145.00; Accounts Management, Garnishment-\$561.52; Advanced Engineering and Environmental Services, 2024-37 P.E. #12-\$509.00; AFLAC, Aflac Withholding-\$9,199.48; AFSCME Council 65, Union Dues-\$546.63; Amazon Capital Services, Supplies-\$1,095.72; Area Community Theatre, Allocation-\$10,625.00; Avera Occupational Medicine, Physicals-\$679.00; B-Y Water District, Water Overage-\$114,469.36; Big Daddy D's, Contract Services-\$3,380.70; Blackstone Publishing, Audiobooks-\$253.52; Brett Lowrie, Contract Services-\$60,000.00; Buhl's Drycleaners & Linen, Laundry Service-\$17.50; Butler Machinery, Repairs-\$1,393.31; C&B Operations, Repair-\$154.60; C&D Pedal Pulls, Contract Services-\$1,650.00; Carolina Software, Maintenance-\$500.00; Casa-First Circuit, 2025 4th Qtr Allocation-\$1,250.00; Center Point Large Print, Books-\$99.48; Central Plains Automation, Supplies-\$3,777.30; Century Link, Utilities-\$71.97; CHR Solutions, Mailing Billing Service-\$7,574.73; CHS, Supplies-\$1,023.54; City of Mitchell, Utilities-1,551.69; City of Mitchell, Golf Course Deductions-\$1,470.12; City of Mitchell, Recreation Deductions-\$2,269.12; City of Mitchell, Hotel Tax-\$476.00; CK Bicycles & Locks, Supplies-\$20.00; Claims Associates, Liability-\$3,298.85; Clubhouse Hotel & Suites, Travel-\$557.10; Coborns, Contract Services-\$1,450.40; Column Software, Advertising-\$184.02; Combined Building Specialist, 2025-18AP.E. #2-\$36,065.00; Commercial Asphalt, Supplies-\$6,710.89; Connections, 2025 4th Quarter Payment-\$2,581.56; Core & Main, Supplies-\$22,761.65; Core-Mark, Supplies-\$2,705.49; Corporate Translation Service, Translation Service-

\$99.92; County Fair, Contract Services-\$1,215.20; Dakota Counseling, 2025 4th Quarter Allocation-\$3,250.00; Dakota Heartland Development, 2025 4th Quarter Allocation-\$6,250.00; Dakota Riggers & Tool Supplies, Supplies-\$993.52; Dakota Supply Group, Supplies-\$146.44; DakTech, Computer System-\$905.00; David Sarne, Reimbursement-\$140.00; Davison County Treasurer, Vehicle-\$57.40; Davison Rural Water Systems, Water Usage-\$128.75; Delta Dental Plan of South Dakota, Dental Insurance-\$17,838.14; Department of Agriculture, Solid Waste Surcharge-\$3,095.50; Department of Social Services, Child Support-\$359.54; Detco, Supplies-\$588.76; Elfstrand's Ace Hardware, Supplies-\$463.67; ELO Prof, 2025 Annual Audit-\$27,320.00; Fastenal, Maintenance-\$21.68; Fingerprint Group, Project Improvement Grants-\$8,800.00; Fisher Scientific, Supplies-\$382.90; Fleetpride, Supplies-\$112.41; Flowbird America, Monitoring-\$71.00; Galls, Supplies-\$182.99; Gaylen's Gourmet Popcorn, Supplies-\$741.60; Geotek Engineering & Testing, 2021-31 P.E. #19-\$10,695.00; Grainger, Supplies-\$41.00; Guardian Alliance Technology, Supplies-\$50.00; Harve's Sport Shop, Supplies-\$150.96; HDR Engineering, 2021-31 P.E. #46-\$86,146.79; Helms and Associates, AIP' 34 Airport P.E. #9-\$28,024.23; Howes Oil, Supplies-\$19,365.65; ICAN, Advertising-\$750.00; Identisys, Supplies-\$385.00; Ingram Library Services, Books-\$2,194.91; Innovative Office Solution, Supplies-\$75.72; Interstate Office Products, Supplies-\$174.48; Intoximeters, Supplies-\$210.00; James Zard, Reimbursement-\$230.80; JCL Solutions, Supplies-\$470.55; JD Concrete Products, Supplies-\$447.50; Jeremy Nielsen, Reimbursement-\$67.63; John T Jones Construction, 2022-1 P.E. #14-\$807,257.51; Johnson Controls, Maintenance-\$2,346.00; Jones, Supplies-\$1,566.55; Kevin Kenkel, Reimbursement-\$280.47; Kevin Nelson, Conference-\$547.62; Kevin Roth, Reimbursed-\$68.40; Krohmer Plumbing, Repairs-\$393.46; Lakeview Veterinary Clinic, Management Fee-\$900.00; Lamb Motor, 2025 Ford Explorer-\$49,075.00; Larry's I-90 Service, Maintenance-\$2,839.21; Lawson Products, Supplies-\$1,204.10; Life Technologies, Supplies-\$2,571.00; Light & Siren, Supplies-\$554.00; Locators and Supplies, Supplies-\$936.62; M&T Fire and Safety, Supplies-\$221.70; Maguire Iron, Supplies-\$18,000.00; Make it Mine Designs, Supplies-\$211.10; McLaury Engineering, 2023-21 P.E. #20-\$49,537.50; McLeod's Printing, Supplies-\$606.98; Menard's, Supplies-\$717.24; Messerli & Kramer, Garnishment-\$337.93; Michael Frederick, Books-\$50.00; Midamerica Books, Books-\$298.50; Midcontinent Communication, Utilities-\$105.39; Midcontinent Communication, Advertising-\$1,642.50; Midwest Fire & Safety, Maintenance-\$730.50; Midwest Laboratories, Testing-\$1,294.54; Midwest Turf & Irrigation, Supplies-\$874.38; Millennium Recycling, Single Stream Fee-\$2,234.40; Minnesota Knife, Repairs-\$660.00; Laura Fosness, Utilities-\$66.94; Jo Elaine Haiar, Utilities-\$68.26; Paul Koerner, Utilities-\$226.92; Randy Rasmussen, Utilities-\$85.89; Greg Hildebrandt, Utilities-\$135.20; Alisha Beedle, Utilities-\$118.32; Jumper Puddle, Utilities-\$12.51; Mitchell Area Development, 2025 4th Quarter Allocation-\$45,500.00; Mitchell Convention & Visitors Bureau, Entertainment Tax-\$21,875.00; Mitchell High School Volleyball, Programming Services-\$2,392.19; Mitchell Iron & Supply, Supplies-\$83.26; Mitchell Main Street and Beyond, 2025 4th Quarter Allocation-\$11,250.00; Mitchell Telecom, Utilities-\$3,236.51; Mitchell United Way, United Way Deductions-\$141.00; Mount Vernon School District, Contract Services-\$139.00; Mueller Lumber, Maintenance-\$1,772.23; Muth Electric, Maintenance-\$313.01; Napa Central, Supplies-\$160.73; Northwest Pipe Fittings, Supplies-\$783.70; Northwestern Energy, Utilities-\$35,417.26; One Source The Background, Background Checks-\$308.00; Optilegra Vision Plan-\$259.84; Overdrive, Ebooks-\$2,104.23; Peter Arnold, Reimbursement-\$140.00; Premier Equipment, Supplies-\$1,232.00; Premier Pest Control, Supplies-\$200.00; Pride Neon Sign Solutions, Equipment-\$28,800.79; Pro Contracting, Sidewalk Construction-\$2,367.35; Pye-Barker, Annual Fee-\$540.00; Qualified Presort

Service, Postage-\$383.64; Quality Cut Lawn & Tree Service, 2024-22R P.E. #1-2025-\$10,000.00; Quick Med Claims, Monthly Contract-\$1,741.76; Rinker Materials, Supplies-\$784.32; Runnings Supply, Supplies-\$1,367.71; S&M Printing, Supplies-\$53.00; Saga Communications of South Dakota, Advertising-\$585.00; Santel Communications, Utilities-\$30.00; Schoenfelder Portables, Rentals-\$265.00; South Dakota Department of Public Safety, Boiler Certificate Fee-\$300.00; South Dakota Public Assurance Alliance, Property Coverage-\$598.29; South Dakota Retirement System, Retirement Contributions-\$128,748.28; South Dakota-Supplemental, Supplemental Retirement-\$5,300.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,197.50; Sherwin-Williams, Supplies-\$512.50; Sirchie Acquisition, Supplies-\$191.08; Soukup Construction, 2023-3 P.E. #11-F-\$13,610.35; South Dakota 811, Professional Service-\$290.85; SPN & Associates, Improvements-\$200.80; Standard Insurance, Life Insurance-\$2,783.42; Staples, Supplies-\$64.05; Stephanie Ellwein, Travel-\$259.00; Sturdevants, Supplies-\$3,078.62; Subway, Planning Commission Meals-\$71.92; Sun Gold Sports, Supplies-\$1,329.93; Taylor Concrete Construction, 2025-43 P.E. #1-\$25,940.13; Tessiers Mechanical Contractors, Property Acquisition-\$678.75; The Dugout, Contract Services-\$3,243.00; The Safe Place of Eastern of South Dakota, 2025 4th Quarter Allocation-\$5,000.00; Thomson Reuters-West, Online Software-\$1,314.00; Thune True Value & Appliance, Supplies-\$43.45; TMA Stores, Repair-\$150.59; Transwest, Supplies-\$26.76; Tri M Tunes, Supplies-\$490.00; Upper Midwest Garage Door, Repair-\$1,374.29; US Postal Service, Postage-\$78.00; Verizon Wireless, Utilities-\$645.23; Vern Eide Chevrolet GMC, Towing-\$45.00; Vestis, Mat Cleaning-\$256.72; Wageworks-\$7,614.95; Wellmark of South Dakota, Administration, Prescription, Medical-\$258,687.52; Clover, Credit Card Fees-\$3,328.04; Global, Credit Card Fees-\$30,365.69; Authorize Net, Credit Card Fees-\$117.80; Money Movers, Credit Card Fees-\$15.00; CSG Forte, Credit Card Fees-\$489.38

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

Moved by McCardle, seconded by Barington, to set date of November 3, 2025 for hearing and action 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.)

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

CITIZENS INPUT:

Mitchell Main Street & Beyond-World of Work intern, Katie Hohn updated the public on the upcoming events happening downtown.

Council Member McCardle stated the 1st and Main traffic signals seem confusing. Public Works Director Joe Schroeder stated the old arrow needs to be removed and the new arrow will be painted.

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of 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. The property is zoned R3 Medium Density Residential District. The Planning Commission recommended approval of said application. Moved by Goldammer, seconded by Sabers, to approve said application. Motion carried

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

HEARINGS:

It was advised that this is the date and time set for hearing 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. Notice of hearing has been given and affidavit of publication is on file. Moved by Sabers, seconded by Goldammer, to approve said application. Motion carried.

CONSIDER APPROVAL:

Moved by Goldammer, seconded by McCardle, to approve the application for renewal of 2026 Medical Cannabis Dispensary License for Genesis Farms, LLC. Motion carried.

Moved by McCardle, seconded by Goldammer, to approve the Special Event Permit Application for Arts in the Park-Trunk or Treat on Friday, October 31, 2025. Barington abstained. Motion carried.

AWARD BID:

Bids were opened and read on Hayland Leases Project #2026-05 on the 14th day of October, 2025. Moved by Sabers, seconded by McCardle, to award, as follows:

HAYLAND LEASES-3 YEAR (2026-2027-2028) PROJECT #2026-05

Brad Bartscher, 300 South 2nd Street, Emery, SD 57332

Landfill (31.5 acres of alfalfa)	\$1,575.00	\$4,725.00
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(41 acres of grass)	\$1,763.00	\$5,289.00
Park (11.7 acres of alfalfa)	\$1,848.60	\$5,545.80
Wastewater (45 acres of grass)	\$1,575.00	\$4,725.00

Motion carried.

CONSIDER APPROVAL:

Moved by Goldammer, seconded by Bathke, to approve the request for five street lights within the Ridgeview on Foster development. Motion carried.

Moved by Tjarks, seconded by Smith, to approve Amendment #1 to Agreement #A2024-02, State Revolving Fund Water Main Projects with SPN & Associates. There is no change to the overall agreement; however, funds are being reallocated. Motion carried.

Moved by Goldammer, seconded by Tjarks, to approve Agreement #A2025-59, An Agreement between the City of Mitchell and Mitchell City Employees AFSCME Local 2922 for 2026-2028. Motion carried.

Moved by Tjarks, seconded by Bathke, to approve Agreement #A2025-62, Lake Mitchell 50% Probable Maximum Flood Assessment and Breach Analysis Agreement with Houston Engineering in the amount of \$98,413.00. Motion carried.

Moved by Goldammer, seconded by Bathke, to approve Agreement #A2025-63, South Dakota Department of Transportation Section 5311 and Title IIIB Grant Funds. Motion carried.

Moved by Sabers, seconded by Goldammer, to approve Agreement #A2025-64, Peaceful Pines Assignment Agreement. Motion carried.

RESOLUTION:

Moved by Goldammer, seconded by Barington, to approve Resolution #R2025-72, Plat of Lots 7A & 9A in Tract D, Wild Oak Golf Club Addition, as follows:

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.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Barington, to approve Resolution #R2025-73, Creating Tax Increment District #44 and Approving Project Plan, as follows:

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.

Motion carried and resolution declared duly adopted.

PUBLIC HEARING:

It was advised that this is the date and time set for hearing to upgrade sanitary sewer and storm sewer facilities along North Ohlman Street from 23rd Avenue to Kemper Avenue. Public Works Director Joe Schroeder reviewed the details of the project. 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 Program. The City is seeking up to \$3,930,000.00 from the program, the expected loan term is 30 years at 4.0%.

Discussion took place and comments were heard from the public in attendance.

ORDINANCES:

Moved by McCardle, seconded by Bathke, to place Ordinance #O2025-12, Rezoning Lot 5, Block 1, CJM Second Addition in the NW ¼ 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 on first reading. Motion carried.

Moved by Goldammer, seconded by Smith, to place Ordinance #O2025-13, Amending CJM Second Addition Planned Unit Development on first reading. Motion carried.

Moved by Smith, seconded by Goldammer, to place Ordinance #O2025-14, Fireworks for New Years on first reading. Motion carried.

BUDGET WORK SESSION:

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

The Railroad Trail was discussed and will not move forward without grant funding or other funding.

The East Central drainage project south of Havens was funded at an additional cost to the City of \$66,000.00.

The Lake Mitchell Dam study was reduced by \$101,500.00.

The Police Department car printers were funded in the amount of \$9,200.00.

The retail recruitment proposal was funded in the amount of \$50,000.00.

The lake loan was reduced by \$23,700.00 to \$247,223.00.

ADJOURN:

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



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.



Planning Commission 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-dining 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 – abstain, Schreurs – aye, Sonne – aye. 6 aye, 0 nay, 1 abstain; motion carried.

13. Plat: Servicemen's Memorial Cemetery Association 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



Planning Commission 10-27-25
City Council Chambers, City Hall, 612 N. Main Street
October 27, 2025

1. Call to Order

Chairperson Genzlinger called the October 27, 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, Havlik, Genzlinger, Osterloo, Schmitz, Schreurs, Sonne.

Absent: Gunkel

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

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

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

5. Approval of Previous Minutes: October 14, 2025

Motion by Schmitz, seconded by Osterloo to approve the proposed minutes of the October 14, 2025 Planning Commission Meeting. All present voting aye; motion carried.

6. Schedule Next Meeting: November 10, 2025

Motion by Osterloo, seconded by Sonne to set the date for the next Planning Commission Meeting for November 10, 2025. All present voting aye; motion carried.

7. Plat: James & Julie Thue

Plat of Tract A of Julie's Addition, in the NE 1/4 of the NE 1/4 of Section 30, 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 located within the ETJ which makes it the city's zoning jurisdiction but within 3 miles of city limits, so the county will also hear this at their November meetings. The applicant is platting the land to sell as an acreage. The applicant was not present to answer questions.

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

8. Plat: Verna Hofer

Plat of Tract 1 of Verna Hofer's Addition, in the W 1/2 of the NW 1/4 of Section 13, T 102 N, R 60 W of the 5th P.M., Davison County South Dakota.

Jenniges gave an overview of the area using GIS. This is outside the ETJ but within 3 miles of city limits, so it is the county's zoning jurisdiction. They will hear this at their November meetings. The applicant is platting the land to sell. The applicant was not present to answer questions.

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

9. Plat: JVN Properties LLC

Plat of Lot 14C, Block 14, Morningview Addition to the City of Mitchell in the SE 1/4 of Section 28, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. The applicant is combining their parcels for assessment and taxing purposes. The applicant was not present to answer questions.

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

10. Plat: Colleen Campbell; Jarrett & Sara Brunsen

Plat of Lot 1 of Brunsen's Addition in the South 1/2 of the SE 1/4 of Section 21 and the North 1/2 of the NE 1/4 of Section 28, All in T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. Brunsen's are combining two of their existing parcels that are described by measurements and purchasing some land from the neighbor to the east. They are doing this to meet setbacks to build an addition to their house. This is located outside the city limits but within the 3 miles. Zoning on this is split between city and county because the south half is in the ETJ and the north half is the county's zoning jurisdiction. The building permit and setbacks will be with the county since that's where the structure is located. The county will hear this at their November meetings. The applicant was present to answer questions.

Genzlinger questioned if there was access to this plat. Jenniges showed the easement that was previously recorded but shown on the plat.

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

11. Other Business:

None.

12. Public Input:

None.

13. Adjourn

Chairperson Genzlinger adjourned the meeting at 12:05 P.M.

Kevin Genzlinger
Planning Commission Chairperson



Historic Preservation Commission
City Council Chambers, City Hall, 612 N. Main Street
October 4, 2023

1. Call to Order

Chairperson Logan called the October 4, 2023 Historical Preservation Commission meeting to order at 5:15 P.M. in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

Present: Bradley, Buechler, Clark, Enders, Genzlinger, Jirsa (telephonically, Logan, Schwam.

Absent: Pooley, Swenson.

Staff Present: Jenniges.

3. Election of Officers

Logan called for nominations for Chairperson for a 1-year term from July 1, 2023 to June 30, 2024.

Motion by Genzlinger, seconded by Clark to nominate Logan as Chairperson.

There being no other nominations, motion by Buechler, seconded by Schwalm, that nominations cease and a unanimous ballot be cast. Roll call vote: Bradley – aye, Buechler – aye, Clark – aye, Enders – aye, Genzlinger – aye, Jirsa – aye, Logan – aye, Pooley – absent, Schwalm – aye, Swenson – absent. 8 aye, 0 nay, 2 absent; motion carried.

Logan called for nominations for Vice-Chairperson for a 1-year term from July 1, 2023 to June 30, 2024.

Motion by Buechler, seconded by Bradley to nominate Clark as Vice-Chairperson.

There being no other nominations, motion by Beuchler, seconded by Genzlinger, that nominations cease and a unanimous ballot be cast. Roll call vote: Bradley – aye, Buechler – aye, Clark – aye, Enders – aye, Genzlinger – aye, Jirsa – aye, Logan – aye, Pooley – absent, Schwalm – aye, Swenson – absent. 8 aye, 0 nay, 2 absent; motion carried.

Logan called for nominations for Secretary for a 1-year term from July 1, 2023 to June 30, 2024.

Motion by Genzlinger, seconded by Beuchler to nominate Jenniges as Secretary.

There being no other nominations, motion by Beuchler, seconded by Enders, that nominations

cease and a unanimous ballot be cast. Roll call vote: Bradley – aye, Buechler – aye, Clark – aye, Enders – aye, Genzlinger – aye, Jirsa – aye, Logan – aye, Pooley – absent, Schwalm – aye, Swenson – absent. 8 aye, 0 nay, 2 absent; motion carried.

4. Declaration Of Conflicts Of Interests

Bradley with item #7.

5. Approval of Agenda

Motion by Genzlinger, seconded by Clark to approve the proposed agenda. Roll call vote: Bradley – aye, Buechler – aye, Clark – aye, Enders – aye, Genzlinger – aye, Jirsa – aye, Logan – aye, Pooley – absent, Schwalm – aye, Swenson – absent. 8 aye, 0 nay, 2 absent; motion carried.

6. Approval of Previous Minutes: April 27, 2023

Motion by Clark, seconded by Jirsa to approve the proposed minutes of the April 4, 2023 Historic Preservation Commission meeting. Roll call vote: Bradley – aye, Buechler – aye, Clark – aye, Enders – aye, Genzlinger – aye, Jirsa – aye, Logan – aye, Pooley – absent, Schwalm – aye, Swenson – absent. 8 aye, 0 nay, 2 absent; motion carried.

7. Review and Comment: SHPO 11.1 case Review for 514 N Main St

Sienna Wegehaupt presented on behalf of Bradley's Pub & Grille. She is the lead architect for Puetz Design+ Build. Puetz Design + Build will also be the general contractor for the job. Her response to the primary brick facade comment is that the existing building is stone stucco or osb covered in sand and is deteriorating. They intend to highlight the brick on the exterior as well as the interior. The front facade has been covered up and with demo from the interior they have found a few more windows that they intend to open up. The horizontal bands and curve on the front will remain. In reference to the rooftop seating she noted there are only a couple of buildings in the Mitchell Commercial Historic District that are four stories high. They have created a 6.5' setback from the edge of the roofline to reduce visability and for safety purposes. Image #9 in the 11.1 case review shows the true scale looking at the building and roof with the fence and chairs partially visible. The Corn Palace to the north has a balcony roughly the same height. The red brick on the north, south and east will remain. They found the entrance was moved to the current location and they are moving it back to where it used to be. The current location is not ADA compliant. They will use new brick to piece the entranceway and half walls. The south side of the building has two different colored bricks because a building used to be there but they are leaving the two toned brick.

Jirsa has lived downtown for many years, from the 1940's- 60's and then again from 1990 to the present. He has never seen a rooftop bar in Mitchell and doesn't feel it's appropriate.

Downtown Mitchell is meant for sidewalk activity. He feels there are a lot of architectural elements within this remodel that are nowhere else downtown. He believes they should build a new place somewhere else and have a rooftop bar with that, but still believes that outdoor dining is not conducive in Mitchell. The exterior stairwell is not on other buildings in Mitchell and there are horizontal elements on the building that are changing to vertical.

Jason Bradley, owner, said that the existing Scoreboard patio double or triples his sales. He gets questions all the time from people asking if there will be rooftop seating and their reasoning for asking is because they want to have a view of Mitchell's main street and not be

crept on while eating. He said they want to be part of the historical downtown and expand dining. The stairs on the south side are for a fire escape as required by building code and they will not be an entrance to the roof, a one-way locked gate at the top. On the south side of the building, the bottom window panes have panels on them because that is where their kitchen and staff area is and they don't want people looking in or staff looking out.

Genzlinger asked if this was a tax credit project to which was answered it is not. He noted that this project probably could be but would have to follow recommendations from SHPO in order to get the tax credits. He noted he does not disagree with the overall design but agrees with most of Jirsa's comments. He feels like it's 90% historic and just didn't quite get there.

Clark noted that Hill City and Rapid City have rooftop seating and are very popular. He doesn't feel this building is very historic or has a lot of personality. The Corn Palace domes were changed to metal and didn't remain as a historical feature. He believes this remodel to be an asset.

Logan noted that he looks at rooftop seating as drive thru's. They didn't exist previously. There is a shift to people wanting to be outside. He believes SHPO rules were written for larger cities and not rural areas. There are only two buildings in the downtown district that are 4 stories tall. He would like to see some changes to some of the materials.

Logan read Mel Pooley's email into the record questioning what some of the materials are going to be. Wegehaupt showed some of the materials they are proposing for the building as well as directed them to the last page of the packet, the color and materials schedule.

Beuchler noted that there are some additions as well as some subtractions from the historical nature of the building from then to now for what they are proposing. He noted the covered-up windows as well as the recessed entryway.

Schwalm noted that when her and her husband go out to eat they pick based on the best outdoor seating. She noted that she wished the rooftop seating were larger. Jason Bradley commented that Nashville is filled with outdoor and rooftop seating and they are packed. They have been to many towns looking at rooftop seating areas.

Jen Bradley stated this project has been in the works for five years. They looked at building in other towns but decided to help rejuvenate Mitchell's downtown instead. They have travelled to many locations and taken hundreds of photos to figure out what will work best for them.

They have owned the Scoreboard for about 2 1/2 years and have realized the city needs more options for sitdown and outdoor venues. She loves historic buildings and they plan on leaving the interior open for people to view the historic nature of the interior. In the end this project helps Mitchell.

Jenniges showed the flow chart of the SHPO review process. He noted that this 11.1 case review will go back to SHPO for their comments and, based on those comments, it could go to council for their decision on the project.

Motion by Schwalm, seconded by Clark to agree with the 11.1 case report to remodel the building.

Genzlinger noted that he will be voting against this but believes it will be a good thing for

Mitchell and looks forward to eating there if approved.

Roll call vote: Bradley – abstain, Buechler – aye, Clark – aye, Enders – aye, Genzlinger – nay, Jirsa – nay, Logan – aye, Pooley – absent, Schwalm – aye, Swenson – absent. 5 aye, 2 nay, 2 absent, 1 abstain; motion carried.

8. Other Business

None.

9. Public Input:

None.

10. Adjourn

Chairperson Logan asked for a motion to adjourn the meeting. Motion by Enders, seconded by Beuchler, to adjourn the meeting at 6:05 P.M. Roll call vote: Bradley – aye, Buechler – aye, Clark – aye, Enders – aye, Genzlinger – aye, Jirsa – aye, Logan – aye, Pooley – absent, Schwalm – aye, Swenson – absent. 8 aye, 0 nay, 2 absent; motion carried.

A handwritten signature in black ink, appearing to read "Jeff Logan", written over a horizontal line.

Jeff Logan
Historical Preservation Commission Chairperson



Historic Preservation Commission 10-28-25
City Council Chambers, City Hall, 612 N. Main Street
October 28, 2025

1. Call to Order

Jenniges called the October 28, 2025 Historical Preservation Commission meeting to order at 5:30 P.M. in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

Present: Bradley, Buechler, Clark, Genzlinger, Jirsa, Luczak, Schwalm.

Absent: Logan, Pooley

Staff Present: Jenniges, Schroeder.

3. Election of Officers

Election of Chairperson for a 1-year term from July 1, 2025, to June 30, 2026.

Motion by Clark, seconded by Bradley to nominate Logan as Chairperson.

There being no other nominations, a motion by Genzlinger, seconded by Jirsa, that nominations cease, and a unanimous ballot be cast. All present voting aye; motion carried.

Election of Vice-Chairperson for a 1-year term from July 1, 2025, to June 30, 2026.

Motion by Genzlinger, seconded by Luczak to nominate Clark as Vice-Chairperson.

There being no other nominations, a motion by Schwalm, seconded by Luczak, that nominations cease, and a unanimous ballot be cast. All present voting aye; motion carried.

Election of Secretary for a 1-year term from July 1, 2025, to June 30, 2026.

Motion by Genzlinger, seconded by Jirsa to nominate Jenniges as Secretary.

There being no other nominations, a motion by Genzlinger, seconded by Jirsa, that nominations cease, and a unanimous ballot be cast. All present voting aye; motion carried.

4. Declaration Of Conflicts Of Interests

None.

5. Approve Agenda

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

6. Approval of Previous Minutes: October 4, 2023

Motion by Clark, seconded by Genzlinger to approve the proposed minutes of the October 4, 2023, Historic Preservation Commission meeting. All present voting aye; motion carried.

7. Review and Comment: Proposed Revision to the Mitchell Historic Commercial District-Draft

Jenniges stated he had someone reach out with a question about removing their property from the historic boundary. Jenniges said he reached out to Liz Almlie from SHPO about the process, and she stated there hadn't been an update to the boundary since 2013 and there are some buildings that have been demolished and some status changes, so an amendment to the district should be considered.

Almlie gave a description of the proposed amendments to the district.

Boyd Reimnitz said he was in favor of his property being eliminated from the district.

Jenniges said he talked with the church at 310 N Rowley St about adding the north half of their property to the district and their board of trustees is not in favor. The addition of the building would not be considered a contributing portion of the building.

The board agreed with all the proposed changes except that they would like to try to keep 201 E 2nd Ave in the district even though it could be looked at as a gerrymandering border. Almlie doesn't believe the federal board deems it an eligible historic candidate by itself.

Almlie said she will continue to work on the proposed amendments and letters to building owners will be sent out in February for official comments for a state board review meeting in April. Jenniges stated that Mitchell's board will meet in February or March to give their official recommendation to the final proposed amendments.

8. Other Business:

None.

9. Public Input:

None.

10. Adjourn

Secretary Jenniges asked for a motion to adjourn the meeting. Motion by Schwalm, seconded by Clark, to adjourn the meeting at 6:05 P.M. All present voting aye; motion carried.

Pat Clark
Historical Preservation Commission Vice-Chairperson

Supplemental Budget Appropriation Request Form / Automatic Supplement Request Form

Department: Date Submitted:
Budget line # to be supplemented: Budget line description:
Supplemental amount requested: Submitted by:

Describe the need for the supplemental funds:

Received grant funding from SD Homeland Security for dive training. This covered registration, hotel rooms, fuel and per diem for 4 firefighters.

101-42200-42700 Training - \$2897.06
101-42200-42610 Fuel - \$46.30

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

☐ yes ☒ no

What budget line # is the re-appropriation from?

What is the amount of the budget line was unspent?

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

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

☒ yes ☐ no

Amount of funds received:

Funds received from:

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

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: 15 Oct 2025

Organization: Voiture 481 40 et 8

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

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

Contact Information:

Name: Thomas Flint

Address: 2440 W. Spruce ST

Phone #: 605 630 5858

Email: valleyhorseman@outlook.com

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

Dates of Ticket Sales: Nov 1 2025 March 30 2026

Date of Raffle Drawing: March 21 2026

Value of Raffle Prize: \$ 300.00

Proceeds Benefitting: MTC Nursing Scholarships

*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: 10-22-2025

Organization: MTC Mavericks Rodeo Team

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

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

Contact Information:

Name: Jimmié Nicolaus

Address: 1800 E. Spruce St, Mitchell, SD

Phone #: 605-999-6381

Email: jimmie.nicolaus@mitchelltech.edu

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

Dates of Ticket Sales: Jan. 1 '26 Through mid-Feb. '26

Date of Raffle Drawing: onor about Feb. 13

Value of Raffle Prize: ~~\$~~ 1,000 - 1,200

Proceeds Benefitting: travel + practice expenses

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

Date Received: 10-22-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer _____

**CITY OF MITCHELL
RAFFLE PERMIT**

Date of Application: Oct 24, 2025

Organization: American Legion Post 18

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

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

Contact Information:

Name: Hugh Holmes

Address: 700 S. Montana St Mitchell 57301

Phone #: 605-299-6314

Email: hugh.holmes@icloud.com

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

Dates of Ticket Sales: Jan 2, 2026 - Apr 29, 2026

Date of Raffle Drawing: Apr 29, 2026

Value of Raffle Prize: \$ 450.00

Proceeds Benefitting: Post 18 Youth Program

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

Date Received: 10-27-2025

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer



427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE, SD 57501-5070
(605) 773-3595

RUSSELL A. OLSON
AUDITOR GENERAL

October 22, 2025

Michelle Bathke, Finance Officer
City of Mitchell
612 N. Main St.
Mitchell, SD 57301

We have reviewed and accepted your audit report on the:

City of Mitchell
(For the Year Ended December 31, 2024)

Our review was limited to the report and did not include a review of the working papers.
Our limited review does NOT constitute a pre-issuance review.

It is our understanding that The Daily Republic is the official newspaper for the City of Mitchell. If this is not the case, please inform me of the name of the current official newspaper.

Please present a copy of this letter to the governing board to indicate our acceptance of the audit report.

Yours very truly,

Russell A. Olson
Auditor General

RAO:sld

cc: ELO Prof. LLC
Certified Public Accountants
PO Box 249
Mitchell, SD 57301

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:	November 3, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	602-43340-43355, \$16,000,000		
Agenda Item:	Change Order #2 to H&W Contracting for Pump Station and Ground Storage Reservoir Project #2020-20		
Explanation/Background of Agenda Item Requested:	Change Order No. 2 reflects final quantities for the prjoect. Please see attached Change Order #2 for detailed information. Original Contract Amount - \$2,262,671.30 Change Order No. 1 - \$43,770.00 Current Contract Amount - \$2,306,441.30 Decrease of Change Order 2 - \$94,723.23 New Contract Amount - \$2,211,718.07 City staff recommends approval of Change Order No. 2 as outlined above. Current Project Budget: Total estimated project cost - \$16,000,000 Pump Station and Ground Storage Reservoir - \$11,518,800 Pump Station and Ground Storage Reservoir Co #1 - \$118,577.02 Pump Station and Ground Storage Reservoir Co #2 - \$10,533.00 Pump Station and Ground Storage Reservoir Co #3 - \$31,285.00 Pump Station and Ground Storage Reservoir Co #4 - \$9,624.00 Pump Station and Ground Storage Reservoir Co #5 - \$16,858.00 Water Main Distribution Imp - \$2,262,671.30 Water Main Distribution Imp Co #1 - \$43,770.00 Water Main Distribution Imp Co #2 - \$(94,723.23) Soft Costs (Engineering, Administrative) - \$1,628,242.34 Geotek Engineering (Construction Testing Services) - \$42,950.00 Land Purchase - \$149,971.50 Contingencies - \$261,441.07		

City of Mitchell Construction Change Order No. 2

Original Contract Amount:	\$ 2,262,671.30	Project Name:	Water Main Distribution System Improvement		
Net Change by Previous CCOs:	\$ 43,770.00	Contractor Name:	H&W Contracting		
Increase/Decrease this CCO:	\$ (94,723.23)	Contract No.:	2020 - 20	CIP No.:	C462129-06
Current Contract Amount:	\$ 2,211,718.07				

All CCO's must comply with South Dakota Codified Law 5-18B-19. To view the law in its entirety: <http://legis.state.sd.us/statutes/index.aspx>.

The following change in plans and/or specifications for the subject project is hereby made. Attach supporting documents as required.

Line Item(s) or RFP #	Description of Proposed Work	Justification	Cost
1	Balancing	Balancing Change Order	Increase & Decrease quantities per field conditions and project needs.
			\$ (94,723.23)
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
See Attachment for Quantities and/or Justifications: Yes ☒ No ☐			Net Increase/Decrease this Change Order: \$ (94,723.23)

Original Completion Date:	10/31/2024	Net Time Change of Previous CCO's:	0	Time Change Due On This Change Order:	319	Revised Contract Completion Date:	9/15/2025
Time Extension Justification:	Scheduling changes were required due to right of way not being acquired prior to beginning of construction. All work, except work at the water treatment plant was complete on December 11, 2024. Remaining work at the water treatment plant could not begin until after the water storage facility was online. This work was complete on September 15, 2025.						

The changes contained in this Construction Change Order are made in accordance with the provisions of the contract for subject project, and when accepted by the Contractor and upon approval by the City of Mitchell, shall become part of said contract.

Signature	Date	Signature	Date
Architect/Engineer Recommendation	9/22/2025	Project Manager Recommendation	
Contractor Acceptance	10/17/25	City Engineer: ☐ Approval ☐ Recommendation	

The following signatures are required when the amount of the increase/decrease is greater than or equal to \$25,000.

Finance Recommendation		Attorney Recommendation	
Mayor Approval			

Balancing Change Order Attachment

Owner:	City of Mitchell	Owner's Project	2020-20
Engineer:	Infrastructure	Engineer's	20221
Contractor:	H&W Contracting	SRF Project #:	C462129-06
Project:	Mitchell Water		

A	B	C	D	E	F	G	H	I	J
Bid Item No.	Description	Contract Information				Work Completed to Date		Balance	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work (previous G + I)	Value of Work Completed to Date (E X G) (\$)	Balance Quantity	Balance Value
Original									
3	Locating Utility	4	Each	\$ 150.00	\$ 600.00	0.00	\$ -	(4.00)	\$ (600.00)
4	Verify Utility	12	Each	\$ 150.00	\$ 1,800.00	9.00	\$ 1,350.00	(3.00)	\$ (450.00)
5	Remove Concrete Curb and Gutter	259	Ft	\$ 6.00	\$ 1,554.00	82.00	\$ 492.00	(177.00)	\$ (1,062.00)
6	Remove Concrete Gutter	15	Ft	\$ 10.00	\$ 150.00	0.00	\$ -	(15.00)	\$ (150.00)
7	Remove Asphalt Concrete Pavement	1067.9	SqYd	\$ 6.00	\$ 6,407.40	935.60	\$ 5,613.60	(132.30)	\$ (793.80)
8	Remove Concrete Pavement	118.4	SqYd	\$ 10.00	\$ 1,184.00	15.30	\$ 153.00	(103.10)	\$ (1,031.00)
9	Remove Concrete Sidewalk	262.4	SqYd	\$ 8.00	\$ 2,099.20	0.00	\$ -	(262.40)	\$ (2,099.20)
10	Remove Silt Fence	40	Ft	\$ 1.10	\$ 44.00	0.00	\$ -	(40.00)	\$ (44.00)
12	Remove Water Main	51	Ft	\$ 20.00	\$ 1,020.00	219.30	\$ 4,386.00	168.30	\$ 3,366.00
13	Remove WM Bend	3	Each	\$ 350.00	\$ 1,050.00	4.00	\$ 1,400.00	1.00	\$ 350.00
14	Salvage Traffic Sign for Reset	2	Each	\$ 10.80	\$ 21.60	0.00	\$ -	(2.00)	\$ (21.60)
15	Remove Chain Link Fence For Reset	40	Ft	\$ 54.00	\$ 2,160.00	257.00	\$ 13,878.00	217.00	\$ 11,718.00
16	Saw Existing Asphalt	883.7	LFt	\$ 3.50	\$ 3,092.95	765.00	\$ 2,677.50	(118.70)	\$ (415.45)
17	Saw Existing PCC Pavement	61.9	LFt	\$ 10.00	\$ 619.00	8.00	\$ 80.00	(53.90)	\$ (539.00)
18	Unclassified Excavation, Digouts	50	CuYd	\$ 15.00	\$ 750.00	0.00	\$ -	(50.00)	\$ (750.00)
20	Reset Chain Link Fence	40	Ft	\$ 81.00	\$ 3,240.00	230.00	\$ 18,630.00	190.00	\$ 15,390.00
21	Traffic Control	380.5	SqFt	\$ 10.80	\$ 4,109.40	127.25	\$ 1,374.30	(253.25)	\$ (2,735.10)
23	Type 3 Barricade, 8' Double Sided	27	Each	\$ 108.00	\$ 2,916.00	10.00	\$ 1,080.00	(17.00)	\$ (1,836.00)
24	Silt Fence	40	Ft	\$ 5.40	\$ 216.00	0.00	\$ -	(40.00)	\$ (216.00)
25	Temporary Vehicle Tracking Control	3	Each	\$ 650.00	\$ 1,950.00	0.00	\$ -	(3.00)	\$ (1,950.00)
26	Inlet Protection	6	Each	\$ 86.50	\$ 519.00	0.00	\$ -	(6.00)	\$ (519.00)
27	Concrete Washout Area	5	Each	\$ 50.00	\$ 250.00	0.00	\$ -	(5.00)	\$ (250.00)
28	Weed Control	13158	Sq Yd	\$ 0.06	\$ 789.48	0.00	\$ -	(13,158.00)	\$ (789.48)
30	Arterial and Collector Seed Mix	392	Lb	\$ 10.00	\$ 3,920.00	600.00	\$ 6,000.00	208.00	\$ 2,080.00
31	Quality Green Turf Mix	367	Lb	\$ 10.00	\$ 3,670.00	0.00	\$ -	(367.00)	\$ (3,670.00)
32	Fertilizing	897.2	Lb	\$ 1.10	\$ 986.92	660.00	\$ 726.00	(237.20)	\$ (260.92)
33	Fiber Mulching	2.72	Ton	\$ 1,750.00	\$ 4,760.00	2.00	\$ 3,500.00	(0.72)	\$ (1,260.00)
34	Water For Vegetation	790	MGal	\$ 5.40	\$ 4,266.00	0.00	\$ -	(790.00)	\$ (4,266.00)
35	Aggregate Base Course	547	Ton	\$ 19.00	\$ 10,393.00	317.68	\$ 6,035.92	(229.32)	\$ (4,357.08)
36	Asphalt Concrete Composite, PG58-28	261	Ton	\$ 162.00	\$ 42,282.00	0.00	\$ -	(261.00)	\$ (42,282.00)
37	6" PCC Fillet Section	103.1	SqYd	\$ 130.00	\$ 13,403.00	0.00	\$ -	(103.10)	\$ (13,403.00)
38	Concrete Curb & Gutter Type SF66	259	Ft	\$ 32.50	\$ 8,417.50	67.10	\$ 2,180.75	(191.90)	\$ (6,236.75)
39	Concrete Valley Gutter 6" Thick	30.6	SqYd	\$ 119.00	\$ 3,641.40	0.00	\$ -	(30.60)	\$ (3,641.40)
40	4" Concrete Sidewalk	100.3	SqFt	\$ 14.60	\$ 1,464.38	0.00	\$ -	(100.30)	\$ (1,464.38)
41	6" Concrete Sidewalk	162.1	SqFt	\$ 15.70	\$ 2,544.97	0.00	\$ -	(162.10)	\$ (2,544.97)
42	Type A Detectable Warnings	24	SqFt	\$ 70.50	\$ 1,692.00	0.00	\$ -	(24.00)	\$ (1,692.00)

Balancing Change Order Attachment

Owner:	City of Mitchell	Owner's Project	2020-20
Engineer:	Infrastructure	Engineer's	20221
Contractor:	H&W Contracting	SRF Project #:	C462129-06
Project:	Mitchell Water		

A	B	C	D	E	F	G	H	I	J
Bid Item No.	Description	Contract Information				Work Completed to Date		Balance	
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work (previous G + I)	Value of Work Completed to Date (E X G) (\$)	Balance Quantity	Balance Value
43	24" Cold Applied Plastic Pavement Markings	24	Ft	\$ 43.25	\$ 1,038.00	0.00	\$ -	(24.00)	\$ (1,038.00)
44	Groove Pavement For Pavement Marking, 24"	24	Ft	\$ 32.50	\$ 780.00	0.00	\$ -	(24.00)	\$ (780.00)
46	Cut and Tie To Existing Water Main	13	Each	\$ 1,750.00	\$ 22,750.00	10.00	\$ 17,500.00	(3.00)	\$ (5,250.00)
47	6" Water Main	6	Ft	\$ 54.50	\$ 327.00	0.00	\$ -	(6.00)	\$ (327.00)
48	8" Water Main	406	Ft	\$ 69.75	\$ 28,318.50	464.00	\$ 32,364.00	58.00	\$ 4,045.50
49	10" Water Main	14	Ft	\$ 80.00	\$ 1,120.00	11.00	\$ 880.00	(3.00)	\$ (240.00)
50	16" Water Main	5454	Ft	\$ 110.75	\$ 604,030.50	5409.00	\$ 599,046.75	(45.00)	\$ (4,983.75)
51	20" Water Main	357	Ft	\$ 226.00	\$ 80,682.00	424.50	\$ 95,937.00	67.50	\$ 15,255.00
52	24" Water Main	2005	Ft	\$ 217.50	\$ 436,087.50	1909.00	\$ 415,207.50	(96.00)	\$ (20,880.00)
53	6" MJ Gate Valve with Box	1	Each	\$ 2,200.00	\$ 2,200.00	0.00	\$ -	(1.00)	\$ (2,200.00)
61	20" MJ Elbow 11.25/22.5/45 Degree	4	Each	\$ 3,825.00	\$ 15,300.00	2.00	\$ 7,650.00	(2.00)	\$ (7,650.00)
62	24" MJ Elbow 11.25/22.5/45 Degree	5	Each	\$ 4,625.00	\$ 23,125.00	6.00	\$ 27,750.00	1.00	\$ 4,625.00
64	20" MJ Elbow 90 Degree	2	Each	\$ 4,900.00	\$ 9,800.00	3.00	\$ 14,700.00	1.00	\$ 4,900.00
66	18" x 6" MJ Tee	1	Each	\$ 3,300.00	\$ 3,300.00	0.00	\$ -	(1.00)	\$ (3,300.00)
68	20"x20" MJ Tee	1	Each	\$ 7,800.00	\$ 7,800.00	2.00	\$ 15,600.00	1.00	\$ 7,800.00
69	24" x 24" MJ Tee	1	Each	\$ 8,600.00	\$ 8,600.00	0.00	\$ -	(1.00)	\$ (8,600.00)
72	24" x 16" MJ Reducer	2	Each	\$ 3,950.00	\$ 7,900.00	0.00	\$ -	(2.00)	\$ (7,900.00)
74	18" MJ Cap/Plug	1	Each	\$ 1,700.00	\$ 1,700.00	0.00	\$ -	(1.00)	\$ (1,700.00)
75	20" MJ Long Sleeve	4	Each	\$ 3,650.00	\$ 14,600.00	6.00	\$ 21,900.00	2.00	\$ 7,300.00
77	Fire Hydrant	1	Each	\$ 5,500.00	\$ 5,500.00	0.00	\$ -	(1.00)	\$ (5,500.00)
78	6" Water Main Bedding Material	6	Ft	\$ 1.50	\$ 9.00	0.00	\$ -	(6.00)	\$ (9.00)
79	8" Water Main Bedding Material	406	Ft	\$ 1.75	\$ 710.50	464.00	\$ 812.00	58.00	\$ 101.50
80	10" Water Main Bedding Material	14	Ft	\$ 2.00	\$ 28.00	11.00	\$ 22.00	(3.00)	\$ (6.00)
81	16" Water Main Bedding Material	5454	Ft	\$ 3.00	\$ 16,362.00	5409.00	\$ 16,227.00	(45.00)	\$ (135.00)
82	20" Water Main Bedding Material	357	Ft	\$ 3.50	\$ 1,249.50	424.50	\$ 1,485.75	67.50	\$ 236.25
83	24" Water Main Bedding Material	2005	Ft	\$ 4.50	\$ 9,022.50	1909.00	\$ 8,590.50	(96.00)	\$ (432.00)
85	72" Manhole 6'-8" Deep	1	Each	\$ 7,500.00	\$ 7,500.00	2.00	\$ 15,000.00	1.00	\$ 7,500.00
94	20" Water Main Adjustment	2	Each	\$ 3,500.00	\$ 7,000.00	0.00	\$ -	(2.00)	\$ (7,000.00)
95	Bore Obstruction	2	Each	\$ 1,500.00	\$ 3,000.00	0.00	\$ -	(2.00)	\$ (3,000.00)
96	Install Traffic Sign on Post	2	Each	\$ 10.80	\$ 21.60	0.00	\$ -	(2.00)	\$ (21.60)
97	Advance Warning Arrow Board	1	Each	\$ 108.00	\$ 108.00	0.00	\$ -	(1.00)	\$ (108.00)
Contract Totals					\$ 2,306,441.30		\$ 2,211,718.07		\$ (94,723.23)

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

CHANGE ORDER NO.: 3

Owner: City of Mitchell
 Engineer SPN & Associates
 Contractor: Michels Road & Stone Inc.
 Project: SD Highway 37 Utility Replacement
 Date Issued: 11/3/2025

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

Effective Date of Change Order: 11/3/2025

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

This change order is to accommodate replacing this aging water line from where it was planned to tie in on the south to a bore underneath Highway 37 and connecting back in north of the water plant. It adds the new Bid Items and the amount installed to date for this. Also, items for the water line crossing under the spillway outfall were added. In addition, a 3' barrel section for sanitary MH #5 was added since the elevation on plans was to the bottom of the ditch, but this manhole was actually located in an approach. A custom 3' cone for sanitary MH #1 was placed instead of replacing the manhole and the sanitary manhole quantity adjusted (Bid Item #65). Additional sewer services were also found and those quantities were also updated.

Change in Contract Price	Change in Contract Time
Original Contract Price: \$3,650,044.01	Original Contract Times: Substantial Completion: November 14, 2025 Ready for final payment: December 14, 2025
Increase from previously approved Change Order No. 2 \$43,790.60	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: November 14, 2025 Ready for final payment: December 14, 2025
Contract Price prior to this Change Order: \$3,693,834.61	Contract Times prior to this Change Order: Substantial Completion: November 14, 2025 Ready for final payment: December 14, 2025
Increase of this Change Order: \$393,389.40	Increase of this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$4,087,224.01	Contract Times with all approved Change Orders: Substantial Completion: November 14, 2025 Ready for final payment: December 14, 2025

Approved by Contractor

By: _____
 Title: _____
 Date: _____

Recommended for Approval

By: _____
 Title: _____
 Date: _____

Approved by Owner

By: _____
 Title: _____
 Date: _____

EJCDC® C-941, Change Order.

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Page 1 of 1

Change Order - Unit Price Work

CHANGE ORDER NO.: 3

Owner: City of Mitchell	SPN & Associates	City's Project No.: #2021-45
Contractor: Michels Road & Stone Inc.		
Project: SD Highway 37 Utility Replacement		

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

Effective Date of Change Order: 11/03/25

A	B	C	D	E	F	G	H		J
Bid Item No.	Description	Current Contract Information				Proposed Contract Change			New Contract Amount (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Proposed Item Quantity Change	Units	Proposed Item Quantity	
Bid Schedule A									
1	Mobilization	1.0	LS	\$ 1,154,410.73	\$1,154,410.73		LS	1.00	\$ 1,154,410.73
2	Remove Manhole	12.0	Each	\$ 850.00	\$10,200.00		Each	12.00	\$ 10,200.00
3	Remove Asphalt Concrete Pavement	417.0	SqYd	\$ 10.00	\$4,170.00	106	SqYd	523.00	\$ 5,230.00
4	Remove Fire Hydrant	4.0	Each	\$ 600.00	\$2,400.00		Each	4.00	\$ 2,400.00
5	Remove Valve Box	12.0	Each	\$ 250.00	\$3,000.00		Each	12.00	\$ 3,000.00
6	Remove Gate Valve	12.0	Each	\$ 400.00	\$4,800.00		Each	12.00	\$ 4,800.00
7	Gravel Base Course	295.8	Ton	\$ 13.66	\$4,040.63		Ton	295.80	\$ 4,040.63
8	Asphalt Concrete Composite	108.9	Ton	\$ 125.00	\$13,612.50		Ton	108.90	\$ 13,612.50
9	10" Cured In Place Pipe	684.0	LF	\$ 40.00	\$27,360.00		LF	684.00	\$ 27,360.00
10	12" PVC Encasement Pipe	309.0	Ft	\$ 158.80	\$49,069.20		Ft	309.00	\$ 49,069.20
11	16" PVC Encasement Pipe	190.0	Ft	\$ 194.25	\$36,907.50	22	Ft	212.00	\$ 41,181.00
12	18" PVC Encasement Pipe	513.0	Ft	\$ 246.50	\$126,454.50		Ft	513.00	\$ 126,454.50
13	20" PVC Encasement Pipe	20.0	Ft	\$ 291.20	\$5,824.00	88	Ft	108.00	\$ 31,449.60
14	6" PVC Water Main	527.0	Ft	\$ 87.65	\$46,191.55		Ft	527.00	\$ 46,191.55
15	8" PVC Water Main	6.0	Ft	\$ 120.85	\$725.10	133	Ft	139.00	\$ 16,798.15
16	12" PVC Water Main	2819.0	Ft	\$ 136.65	\$385,216.35		Ft	2,819.00	\$ 385,216.35
17	18" PVC Water Main	11.0	Ft	\$ 189.90	\$2,088.90	42	Ft	53.00	\$ 10,064.70
18	6" PVC Restrained Joint Water Main	404.0	Ft	\$ 76.55	\$30,926.20		Ft	404.00	\$ 30,926.20
19	10" PVC Restrained Joint Water Main	290.0	Ft	\$ 111.00	\$32,190.00		Ft	290.00	\$ 32,190.00
20	12" PVC Restrained Joint Water Main	30.0	Ft	\$ 162.20	\$4,866.00	189	Ft	219.00	\$ 35,521.80
21	20" Ductile Iron Water Main	1573.0	Ft	\$ 245.75	\$386,564.75	830	Ft	2,403.00	\$ 590,537.25
22	1" Copper Pipe	246.0	Ft	\$ 46.00	\$11,316.00		Ft	246.00	\$ 11,316.00
23	1.5" Copper Pipe	73.0	Ft	\$ 100.00	\$7,300.00		Ft	73.00	\$ 7,300.00
24	8" PVC Restrained Joint Sewer Main	370.0	Ft	\$ 97.00	\$35,890.00		Ft	370.00	\$ 35,890.00
25	10" PVC Restrained Joint Sewer Main	410.0	Ft	\$ 120.00	\$49,200.00		Ft	410.00	\$ 49,200.00
26	8" PVC Sewer Pipe	606.0	Ft	\$ 180.00	\$109,080.00	78	Ft	684.00	\$ 123,120.00
27	10" PVC Sewer Pipe	206.0	Ft	\$ 230.00	\$47,380.00		Ft	206.00	\$ 47,380.00
28	12" PVC Sewer Pipe	33.0	Ft	\$ 265.00	\$8,745.00		Ft	33.00	\$ 8,745.00
29	15" PVC Sewer Pipe	1613.0	Ft	\$ 280.00	\$451,640.00		Ft	1,613.00	\$ 451,640.00
30	4" Sewer Service	30.0	Ft	\$ 110.00	\$3,300.00		Ft	30.00	\$ 3,300.00
31	6" Sewer Service	96.0	Ft	\$ 110.00	\$10,560.00		Ft	96.00	\$ 10,560.00
32	Sanitary Sewer Video Inspection	2507.0	Ft	\$ 2.25	\$5,640.75		Ft	2,507.00	\$ 5,640.75
33	8"x4" Pipe Wye	3.0	Each	\$ 350.00	\$1,050.00	2	Each	5.00	\$ 1,750.00
34	15"x6" Pipe Wye	2.0	Each	\$ 1,100.00	\$2,200.00		Each	2.00	\$ 2,200.00
35	6"x6" Pipe Tee	1.0	Each	\$ 1,760.00	\$1,760.00		Each	1.00	\$ 1,760.00
36	12"x6" Pipe Tee	2.0	Each	\$ 3,400.00	\$6,800.00	2	Each	4.00	\$ 13,600.00
37	12"x8" Pipe Tee	1.0	Each	\$ 3,450.00	\$3,450.00		Each	1.00	\$ 3,450.00
38	20"x6" Pipe Tee	7.0	Each	\$ 6,800.00	\$47,600.00		Each	7.00	\$ 47,600.00
39	20"x20" Pipe Tee	1.0	Each	\$ 10,500.00	\$10,500.00		Each	1.00	\$ 10,500.00
40	Tapping Tee	1.0	Each	\$ 1,700.00	\$1,700.00		Each	1.00	\$ 1,700.00
41	Pipe Reducer	2.0	Each	\$ 2,300.00	\$4,600.00	3	Each	5.00	\$ 11,500.00

Change Order - Unit Price Work

CHANGE ORDER NO.: 3

Owner: City of Mitchell		SPN & Associates				City's Project No.: #2021-45			
Contractor: Michels Road & Stone Inc.									
Project: SD Highway 37 Utility Replacement									
The Contract is modified as follows upon execution of this Change Order:						Effective Date of Change Order: 11/03/25			
A	B	C	D	E	F	G	H		J
Bid Item No.	Description	Current Contract Information				Proposed Contract Change			New Contract Amount (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Proposed Item Quantity Change	Units	Proposed Item Quantity	
42	12"x10" Pipe Reducer	1.0	Each	\$ 3,800.00	\$3,800.00		Each	1.00	\$ 3,800.00
43	20"x10" Pipe Reducer	1.0	Each	\$ 4,500.00	\$4,500.00		Each	1.00	\$ 4,500.00
44	20"x18" Pipe Reducer	1.0	Each	\$ 10,500.00	\$10,500.00		Each	1.00	\$ 10,500.00
45	1" Corporation Stop with Tapping Saddle	5.0	Each	\$ 875.00	\$4,375.00	1	Each	6.00	\$ 5,250.00
46	1.5" Corporation Stop with Tapping Saddle	1.0	Each	\$ 1,100.00	\$1,100.00	1	Each	2.00	\$ 2,200.00
47	1" Curb Stop with Box	4.0	Each	\$ 675.00	\$2,700.00	1	Each	5.00	\$ 3,375.00
48	1.5" Curb Stop with Box	1.0	Each	\$ 950.00	\$950.00	1	Each	2.00	\$ 1,900.00
49	6" Pipe Bend	1.0	Each	\$ 1,200.00	\$1,200.00	7	Each	8.00	\$ 9,600.00
50	10" Pipe Bend	1.0	Each	\$ 2,000.00	\$2,000.00	2	Each	3.00	\$ 6,000.00
51	12" Pipe Bend	1.0	Each	\$ 2,400.00	\$2,400.00	3	Each	4.00	\$ 9,600.00
52	8" Pipe Cap	4.0	Each	\$ 600.00	\$2,400.00		Each	4.00	\$ 2,400.00
53	18" Butterfly Valve with Box	1.0	Each	\$ 13,000.00	\$13,000.00		Each	1.00	\$ 13,000.00
54	20" Butterfly Valve with Box	3.0	Each	\$ 15,000.00	\$45,000.00		Each	3.00	\$ 45,000.00
55	6" Gate Valve with Box	8.0	Each	\$ 3,000.00	\$24,000.00	4	Each	12.00	\$ 36,000.00
56	10" Gate Valve with Box	1.0	Each	\$ 5,400.00	\$5,400.00	1	Each	2.00	\$ 10,800.00
57	12" Gate Valve with Box	1.0	Each	\$ 6,500.00	\$6,500.00		Each	1.00	\$ 6,500.00
58	Install Fire Hydrant	6.0	Each	\$ 6,700.00	\$40,200.00		Each	6.00	\$ 40,200.00
59	Bore and Jack 16" Pipe	95.0	Ft	\$ 1,190.00	\$113,050.00		Ft	95.00	\$ 113,050.00
60	Reconnect Water Service	6.0	Each	\$ 2,500.00	\$15,000.00	3	Each	9.00	\$ 22,500.00
61	Connect to Existing Water Main	11.0	Each	\$ 5,250.00	\$57,750.00		Each	11.00	\$ 57,750.00
62	Reconnect Sewer Service	5.0	Each	\$ 2,500.00	\$12,500.00		Each	5.00	\$ 12,500.00
63	Connect to Existing Sewer Main	8.0	Each	\$ 3,000.00	\$24,000.00		Each	8.00	\$ 24,000.00
64	Sewer Bypass Pumping	1.0	LS	\$ 35,000.00	\$35,000.00		LS	1.00	\$ 35,000.00
65	48" Manhole 0' to 6' Deep	15.0	Each	\$ 3,589.35	\$53,840.25	-1	Each	14.00	\$ 50,250.90
66	Manhole Drop Section	6.0	Each	\$ 1,700.00	\$10,200.00		Each	6.00	\$ 10,200.00
67	Extra Depth for 48" Manhole	124.1	Ft	\$ 281.00	\$34,872.10		Ft	124.10	\$ 34,872.10
68	Type D Permanent Seed Mixture	72.0	Lb	\$ 15.00	\$1,080.00		Lb	72.00	\$ 1,080.00
69	Fertilizing	435.0	Lb	\$ 1.00	\$435.00		Lb	435.00	\$ 435.00
70	Fiber Mulching	0.3	Ton	\$ 1,333.33	\$400.00		Ton	0.30	\$ 400.00
CO#1-1	20" Pipe Bend	2.0	Each	\$ 4,207.50	\$8,415.00	1	Each	3.00	\$ 12,622.50
CO#1-2	Install 10" PVC Water Main	48.0	LF	\$ 46.20	\$2,217.60		LF	48.00	\$ 2,217.60
CO#2-1	8" Pipe Bend	2.0	Each	\$ 2,160.00	\$4,320.00		Each	2.00	\$ 4,320.00
CO#3-1	2" Corporation Stop with Tapping Saddle	0.0	Each	\$ 2,292.00	\$0.00	2	Each	2.00	\$ 4,584.00
CO#3-2	2" Copper Pipe (Water Service Pipe)	0.0	Ft	\$ 55.98	\$0.00	60	Ft	60.00	\$ 3,358.80
CO#3-3	3' Barrel Section for MH #5 (Furnish and Install)	0.0	Each	\$ 1,828.50	\$0.00	1	Each	1.00	\$ 1,828.50
CO#3-4	3' Custom Cone for MH #1 (Furnish and Install)	0.0	Each	\$ 2,265.50	\$0.00	1	Each	1.00	\$ 2,265.50
CO#3-5	Additional Charge for 20" DI Water Main	0.0	Ft	\$ 17.54	\$0.00	830	Ft	830.00	\$ 14,558.20
Total for Bid Schedule A					\$3,693,834.61				\$ 4,087,224.01

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

CHANGE ORDER NO. Three

Owner: City of Mitchell Engineer's Project No.: 15994
 Engineer: SPN & Associates
 Contractor: Halme Inc.
 Project: 23rd Ave Lift Station
 Contract Name: Bid Schedule A
 Date Issued: 10/23/2025 Effective Date: 10/23/2025

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

Description:

The Contract is amended with quantities installed to date. The owner-furnished valves in Change Order 1 are changed to contractor-furnished. The completion dates are extended due to delays with wet weather and the manufacturing of the lift station.

Attachments: None

Change in Contract Price**Change in Contract Times**

Original Contract Price: \$1,547,214.00	Original Contract Times: Substantial Completion: 6/15/2025 Ready for final payment: 7/15/2025
Increase from previously approved Change Orders No. 1 to No. 2: \$51,928.00	Increase from previously approved Change Orders No.1 to No. 2: Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$1,599,142.00	Contract Times prior to this Change Order: Substantial Completion: 6/15/2025 Ready for final payment: 7/15/2025
Increase this Change Order: -\$952.55	Increase this Change Order: Substantial Completion: 39 Ready for final payment: 146
Contract Price incorporating this Change Order: \$1,598,189.45	Contract Times with all approved Change Orders: Substantial Completion: 7/24/2025 Ready for final payment: 12/8/2025

Recommended by Engineer

By: Camden Hof, PE
 Title: Project Engineer
 Date: 10/24/25

Accepted by Contractor

Greg K...
Project Manager
10/24/2025

Authorized by Owner

By: _____
 Title: Mayor
 Date: _____

CHANGE ORDER NO: Three
PROJECT: 23rd Ave Lift Station
OWNER: City of Mitchell
PROJECT NUMBER: 15994

CONTRACTOR:
Halme Inc.

BID SCHEDULE A		QUANTITY	UNIT PRICE	APPROVED VALUE	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
ITEM	DESCRIPTION				QUANTITY	VALUE	QUANTITY	VALUE
1	Mobilization	1 LS	\$177,000.00	\$177,000.00	LS		1 LS	\$177,000.00
2	Remove and Dispose of Asphalt Surfacing	757 SY	\$5.00	\$3,785.00	72 SY	\$360.00	829 SY	\$4,145.00
3	Remove and Dispose of Manhole	3 EA	\$300.00	\$900.00	1 EA	\$300.00	4 EA	\$1,200.00
4	Remove Existing Lift Station Site and Wet Well	1 LS	\$16,000.00	\$16,000.00	LS		1 LS	\$16,000.00
5	8" Sanitary Sewer Pipe (12ft-14ft)	12 LF	\$290.00	\$3,480.00	-12 LF	-\$3,480.00	LF	
6	8" Sanitary Sewer Pipe (14ft-16ft)	78 LF	\$375.00	\$29,250.00	16 LF	\$6,000.00	94 LF	\$35,250.00
7	10" Sanitary Sewer Pipe (14ft-16ft)	15 LF	\$300.00	\$4,500.00	-7 LF	-\$2,100.00	8 LF	\$2,400.00
8	10" Sanitary Sewer Pipe (16ft-18ft)	82 LF	\$380.00	\$31,160.00	LF		82 LF	\$31,160.00
9	10" Sanitary Sewer Pipe (18ft-20ft)	124 LF	\$550.00	\$68,200.00	-27 LF	-\$14,850.00	97 LF	\$53,350.00
10	Post Construction TV Inspection	311 LF	\$30.00	\$9,330.00	-23 LF	-\$690.00	288 LF	\$8,640.00
11	6" C900 PVC Force Main	195 LF	\$115.00	\$22,425.00	LF		195 LF	\$22,425.00
12	6" Ductile Iron Force Main	14 LF	\$165.00	\$2,310.00	LF		14 LF	\$2,310.00
13	6" Tee	1 EA	\$1,800.00	\$1,800.00	EA		1 EA	\$1,800.00
14	6" 22.5° Bend	2 EA	\$1,250.00	\$2,500.00	-2 EA	-\$2,500.00	EA	
15	6" 45° Bend	1 EA	\$1,250.00	\$1,250.00	EA		1 EA	\$1,250.00
16	6" 90° Bend	3 EA	\$1,300.00	\$3,900.00	EA		3 EA	\$3,900.00
17	Tracer Wire Access Box	1 EA	\$110.00	\$110.00	EA		1 EA	\$110.00
18	Tracer Wire Ground	1 EA	\$110.00	\$110.00	2 EA	\$220.00	3 EA	\$330.00
19	48" Diameter Manhole to 8 Feet	4 EA	\$14,000.00	\$56,000.00	EA		4 EA	\$56,000.00
20	Additional Depth Sanitary Sewer Manhole	26.5 VF	\$900.00	\$23,850.00	8.4 VF	\$7,560.00	34.9 VF	\$31,410.00
21	Liner for 48" Manholes	58 VF	\$240.00	\$13,992.00	8.6 VF	\$2,064.00	67 VF	\$16,056.00
22	Sanitary Manhole Inside Drop Assembly	2 EA	\$1,850.00	\$3,700.00	EA		2 EA	\$3,700.00
23	Connect to Sanitary Sewer	4 EA	\$4,400.00	\$17,600.00	EA		4 EA	\$17,600.00
24	Connect to 6" Force Main	1 EA	\$3,000.00	\$3,000.00	EA		1 EA	\$3,000.00
25	1" Water Service Pipe	80 LF	\$86.00	\$6,880.00	16 LF	\$1,376.00	96 LF	\$8,256.00
26	12" x 1" Saddle with Corp Stop	1 EA	\$1,500.00	\$1,500.00	EA		1 EA	\$1,500.00
27	1" Curb Stop with Box	1 EA	\$700.00	\$700.00	EA		1 EA	\$700.00
28	1" Yard Hydrant	1 EA	\$700.00	\$700.00	EA		1 EA	\$700.00
29	1" Tee to Dry Pit	1 EA	\$300.00	\$300.00	EA		1 EA	\$300.00
30	Lift Station Wet Well and Appurtenances	1 LS	\$200,000.00	\$200,000.00	LS		1 LS	\$200,000.00
31	Passive Odor Control System	1 LS	\$4,500.00	\$4,500.00	LS		1 LS	\$4,500.00
32	Furnish Dry Pit Station and Appurtenances	1 LS	\$350,000.00	\$350,000.00	LS		1 LS	\$350,000.00
33	Install Dry Pit Station and Appurtenances	1 LS	\$140,000.00	\$140,000.00	LS		1 LS	\$140,000.00
34	Bypass Pumping	1 LS	\$35,000.00	\$35,000.00	LS		1 LS	\$35,000.00
35	Dewatering	1 LS	\$130,000.00	\$130,000.00	LS		1 LS	\$130,000.00
36	Salvage and Replace Topsoil	260 CY	\$10.00	\$2,600.00	CY		260 CY	\$2,600.00
37	Site Grading, Fill and Access Road Embankment	595 CY	\$40.00	\$23,800.00	117 CY	\$4,680.00	712 CY	\$28,480.00
38	Asphalt Surfacing	237 TN	\$125.00	\$29,625.00	-66.69 TN	-\$8,336.25	170.31 TN	\$21,288.75
39	Gravel Base Course or Surfacing	868 TN	\$30.00	\$26,040.00	99.89 TN	\$2,996.70	967.89 TN	\$29,036.70
40	Traffic Control	1 LS	\$6,800.00	\$6,800.00	LS		1 LS	\$6,800.00
41	Culvert Protection	3 EA	\$200.00	\$600.00	-2 EA	-\$400.00	1 EA	\$200.00
42	Install, Maintain and Remove Silt Fence	210 LF	\$5.50	\$1,155.00	-20 LF	-\$110.00	190 LF	\$1,045.00
43	Hydro-Seed (Type 2) and Fertilize Disturbed Area	1,680 SY	\$3.00	\$5,040.00	1,719 SY	\$5,157.00	3,399 SY	\$10,197.00
44	Automatic Stand-By Generator System	1 LS	\$85,000.00	\$85,000.00	LS		1 LS	\$85,000.00
45	Electrical Work and Materials	1 LS	\$30,000.00	\$30,000.00	LS		1 LS	\$30,000.00
Total for Bid Schedule A				\$1,576,392.00		-\$1,752.55		\$1,574,639.45

Extra Items for Change Order 1		QUANTITY	UNIT PRICE	APPROVED VALUE	RECOMMENDED CHANGES		NEW CONTRACT VALUES	
ITEM	DESCRIPTION				QUANTITY	VALUE	QUANTITY	VALUE
CO1	Install Owner Furnished 12" Gate Valve, Furnish and Install Box and Connections to Isolate Water Main for Sewer Construction	2 EA	\$9,650.00	\$19,300.00	-1 EA	-\$9,650.00	1 EA	\$9,650.00
CO2	Install Owner Furnished 10" Sewer Gate Valve w/Box	1 EA	\$800.00	\$800.00	-1 EA	-\$800.00	EA	
CO3	Install Owner Furnished 6" Force Main Gate Valve w/Box	2 EA	\$800.00	\$1,600.00	EA		2 EA	\$1,600.00
Total Extra Items for CO 1				\$21,700.00		-\$10,450.00		\$11,250.00
Total for Bid Schedule A - CO 1				\$1,598,092.00		-\$12,202.55		\$1,585,889.45
Extra Items for Change Order 2								
CO4	Remove and Dispose of 24" RCP	70 LF	\$15.00	\$1,050.00	LF		70 LF	\$1,050.00
Total for Bid Schedule A - CO 2				\$1,599,142.00		-\$12,202.55		\$1,586,939.45
Extra Items for Change Order 3								
CO5	Furnish 12" Gate Valve	EA	\$6,050.00		1 EA	\$6,050.00	1 EA	\$6,050.00
CO6	Furnish 6" Force Main Gate Valve w/Box	EA	\$2,600.00		2 EA	\$5,200.00	2 EA	\$5,200.00
Total Extra Items for CO 3						\$11,250.00		\$11,250.00
Total for Bid Schedule A - CO 3				\$1,599,142.00		-\$952.55		\$1,598,189.45

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:	November 3, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	Reimbursed from TIF Funds		
Agenda Item:	Change Order #2 to Siteworks, Inc. for Lake Shore Development Sanitary Sewer Project #2025-42		
Explanation/Background of Agenda Item Requested:	Change Order No. 2 reflects actual quantities installed for the project. Please see attached Change Order #2 for detailed information. Original Contract Amount - \$152,436.94 Change Order No. 1 - \$33,780.03 Current Contract Amount - \$186,216.97 Increase of Change Order No. 2 - \$10,004.79 New Contract Amount - \$196,221.76 City staff recommends approval of Change Order No. 2 as outlined above.		

CHANGE ORDER NO.: 2

Owner: City of Mitchell
Contractor: SiteWorks, Inc.
Project: Lakeshore Development Sanitary Sewer
Date Issued: 11/3/2025

City's Project No.: 2025-42

Effective Date of Change Order: 11/3/2025

The Contract is modified to show final quantities

Attachments: See Attached

Change in Contract Price	Change in Contract Time
Original Contract Price: \$152,436.94	Original Contract Times: Substantial Completion: <u>December 13, 2025</u> Ready for final payment: <u>January 13, 2026</u>
Increase from previously approved Change Order No. 1 \$33,780.03	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: <u>NA</u> Ready for final payment: <u>NA</u>
Contract Price prior to this Change Order: \$186,216.97	Contract Times prior to this Change Order: Substantial Completion: <u>December 13, 2025</u> Ready for final payment: <u>January 13, 2026</u>
Increase of this Change Order: \$10,004.79	Increase of this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$196,221.76	Contract Times with all approved Change Orders: Substantial Completion: <u>December 13, 2025</u> Ready for final payment: <u>January 13, 2026</u>

Approved by Contractor

By: _____
Title: _____
Date: _____

Recommended for Approval

By: _____
Title: _____
Date: _____

Approved by Owner

By: _____
Title: _____
Date: _____

EJCDC® C-941, Change Order.

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Page 1 of 1

Change Order - Unit Price Work

CHANGE ORDER NO.: 2

Owner: City of Mitchell						City's Project No.: 2025-42			
Contractor: SiteWorks, Inc.									
Project: Lakeshore Development Sanitary Sewer									
Effective Date of Change Order: 11/03/25									
A	B	C	D	E	F	G	H		J
Bid Item No.	Description	Current Contract Information				Proposed Contract Change			New Contract Amount (H + I) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Proposed Item Quantity Change	Units	Proposed Item Quantity	
BASE BID									
1	Mobilization	1	LS	\$ 12,982.00	\$ 12,982.00		LS	1.00	\$ 12,982.00
2	Remove Asphalt Surfacing	498	SY	\$ 6.50	\$ 3,237.00	55	SY	553.00	\$ 3,594.50
3	Traffic Control Miscellaneous	1	LS	\$ 4,209.57	\$ 4,209.57		LS	1.00	\$ 4,209.57
4	6" PVC Sewer Pipe	14	Ft	\$ 41.59	\$ 582.26	14	Ft	28.00	\$ 1,164.52
5	8" PVC Sewer Pipe	2723	Ft	\$ 46.52	\$ 126,673.96	5	Ft	2,728.00	\$ 126,906.56
6	Post Televising Sanitary Sewer	2318	Ft	\$ 2.00	\$ 4,636.00	410	Ft	2,728.00	\$ 5,456.00
7	8"x6" Pipe Wye	1	Each	\$ 377.80	\$ 377.80	1	Each	2.00	\$ 755.60
8	Insulate Sewer Main	280	Ft	\$ 13.33	\$ 3,732.40	-80	Ft	200.00	\$ 2,666.00
9	6" PVC Sewer Cap	1	Each	\$ 112.78	\$ 112.78	1	Each	2.00	\$ 225.56
10	8" PVC Sewer Cap	2	Each	\$ 196.92	\$ 393.84	-2	Each	-	\$ -
11	Tracer Wire Box	1	Each	\$ 792.09	\$ 792.09	1	Each	2.00	\$ 1,584.18
12	48" Sanitary Sewer Manhole	9	Each	\$ 1,373.03	\$ 12,357.27		Each	9.00	\$ 12,357.27
13	Connect to Existing Sanitary Sewer Manhole	1	Each	\$ 3,630.00	\$ 3,630.00		Each	1.00	\$ 3,630.00
CO#1-1	Tree Removal	1	LS	\$ 12,500.00	\$ 12,500.00		LS	1.00	\$ 12,500.00
CO#2-1	Rock for Trench Stabilization		TN	\$ 35.00		234	TN	234.00	\$ 8,190.00
Total for Bid Schedule A					\$ 186,216.97				\$ 196,221.76

Date Received _____
Date Issued _____

License No. RB-30207

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Palace City Brewing Company
PO Box 57
Mitchell SD 57301

Owner's Telephone #: 605-770-0312

B. Business Name and Address

Lic # RW-30208
PALACE CITY BREWING CO
227 W RAILROAD AVE
MITCHELL, SD 57301-2551

Business Telephone #: 605-990-2337

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

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

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

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

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

Is this license in active use? ☒ Yes ☐ No

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

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

D. Legal description of licensed premise:

Plat of Lots B and C of Depot Second Addition to
the City of Mitchell, Lying in the NE 1/4 of the
SE 1/4 of Section 21, and in the NW 1/4 of the
SW 1/4 of Section 22, T 103 N, R 60 W of the
5th P.M., Davison County, South Dakota

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

E. State Sales Tax Number 1041-4974-ST

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

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

Date 10/23/25

Print Name Douglas Beck

Signature _____

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____

Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Palace Brewing LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 227 W Railroad Ave, Mitchell SD 57301

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

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

Name	Office	Address	Occupation
Doug Beck	Owner	PO Box 57	Retired
Brett Farnham	Owner	PO Box 57	Dentist
Torin Kalberg	Owner	PO Box 57	CEO - Sioux Area Metro

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
RB-30208	Doug Beck - 45%
MB-30151	Brett Farnham - 45%
	Torin Kalberg - 10%

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

Don Peterson - Morgan Theeler

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

10/23/25

Date Received _____
Date Issued _____

License No. RW-30208

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Palace City Brewing Company
PO Box 57
Mitchell SD 57301

Owner's Telephone #: 605-770-0312

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

Lic # RW-30208
PALACE CITY BREWING CO
227 W RAILROAD AVE
MITCHELL SD 57301-2551

Business Telephone #: 605-990-2337

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

County: Davison

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

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

D. Legal description of licensed premise:

Plat of Lots B and C of Depot Second Addition to
the City of Mitchell, Lying in the NE 1/4 of the
SE 1/4 of Section 21, and in the NW 1/4 of the
SW 1/4 of Section 22, T 103 N, R 60 W of the
5th P.M., Davison County, South Dakota

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

E. State Sales Tax Number 1041-4974-ST

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

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

Date 10/23/25 Print Name Douglas Beck 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. The
governing body by majority vote recommends the approval and granting of this license and certifies that requirements as
location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South
Dakota law.

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____
Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Palace Brewing LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 227 W Railroad Ave, Mitchell SD 57301

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

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

Name	Office	Address	Occupation
Doug Beck	Owner	PO Box 57	Retired
Brett Farnham	Owner	PO Box 57	Dentist
Torin Kalberg	Owner	PO Box 57	CEO - Sioux Area Metro

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
RB-30207	Doug Beck - 45%
MB-30151	Brett Farnham - 45%
	Torin Kalberg - 10%

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

Don Peterson - Morgan Theeler

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

10/23/25



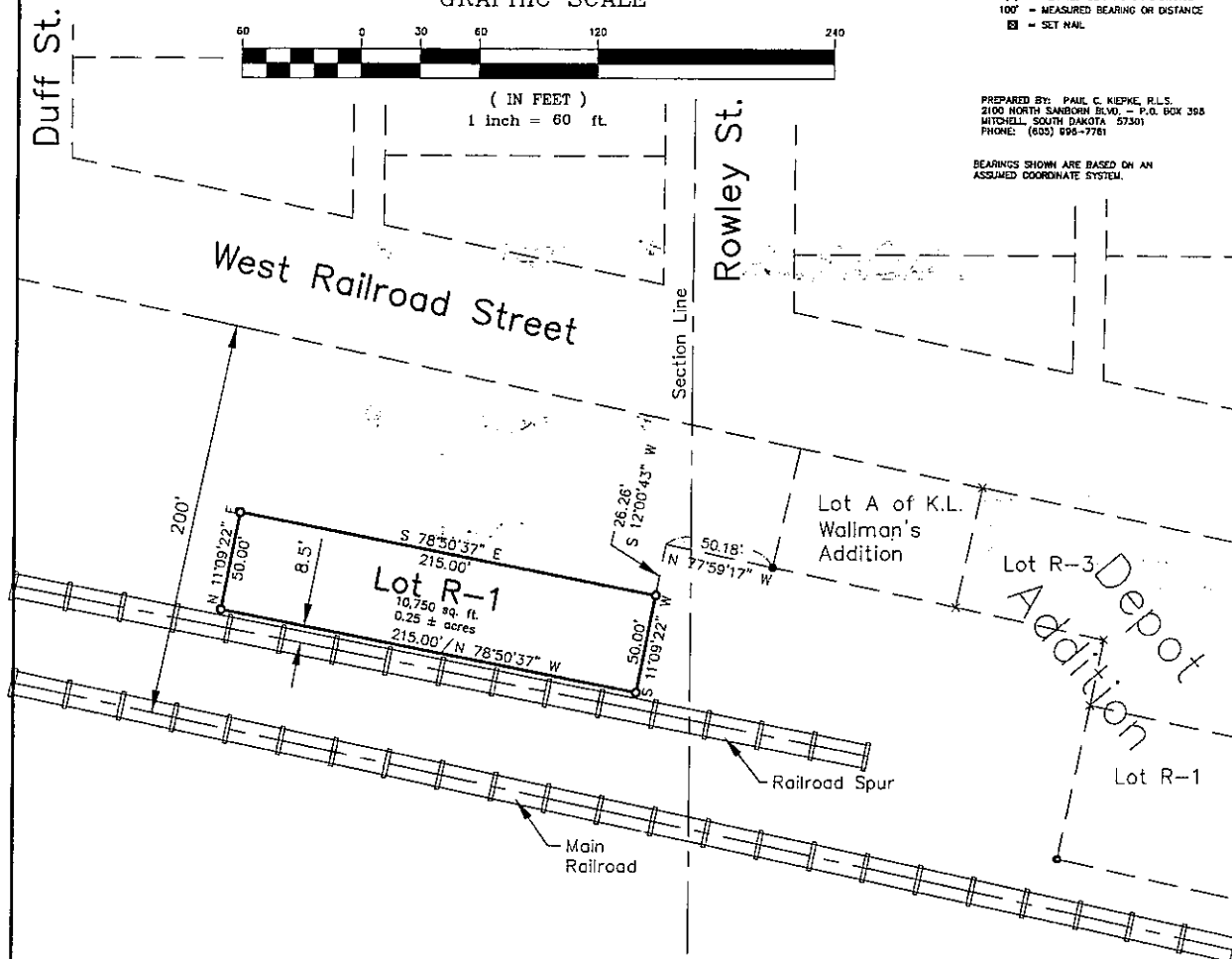
DOCUMENT 3013

LEGEND

- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR
- = WITH PLASTIC CAP NO. 8295
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- ⊠ = SET NAIL

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

BEARINGS SHOWN ARE BASED ON AN ASSUMED COORDINATE SYSTEM.



A PLAT OF LOT R-1 OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE SE 1/4 OF SECTION 21, T 103 N, R 60 W OF THE 5th P.M., DAVISON COUNTY, SOUTH DAKOTA.

SURVEYOR'S CERTIFICATE

I, Paul C. Kiepke, 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 Office of Railroads, South Dakota Department of Transportation, as owner, and under its direction for purposes indicated therein, I did on or prior to July 27, 2005, survey those parcels of land described as follows: LOT R-1 OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE SE 1/4 OF SECTION 21, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, BEING A PART OF THE PROPERTY FORMERLY OWNED BY THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY AS RECORDED IN BOOK B AND PAGES 155-156.

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 29th day of July, 2005.

Paul C. Kiepke
Registered Land Surveyor #SD8296

PB
BOOK 21 PAGE 39

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



1 Inch = 60 Feet

Line Table		
Line #	Length	Direction
L1	61.99'	N 10°58'38" E
L2	16.00'	S 79°34'47" E
L3	61.99'	S 10°58'38" W
L4	16.00'	N 79°34'45" W
L5	20.78'	S 10°58'38" W
L6	61.71'	S 79°34'45" E
L7	16.00'	N 10°28'28" E
L8	77.85'	S 79°34'45" E
L9	36.78'	S 10°58'38" W

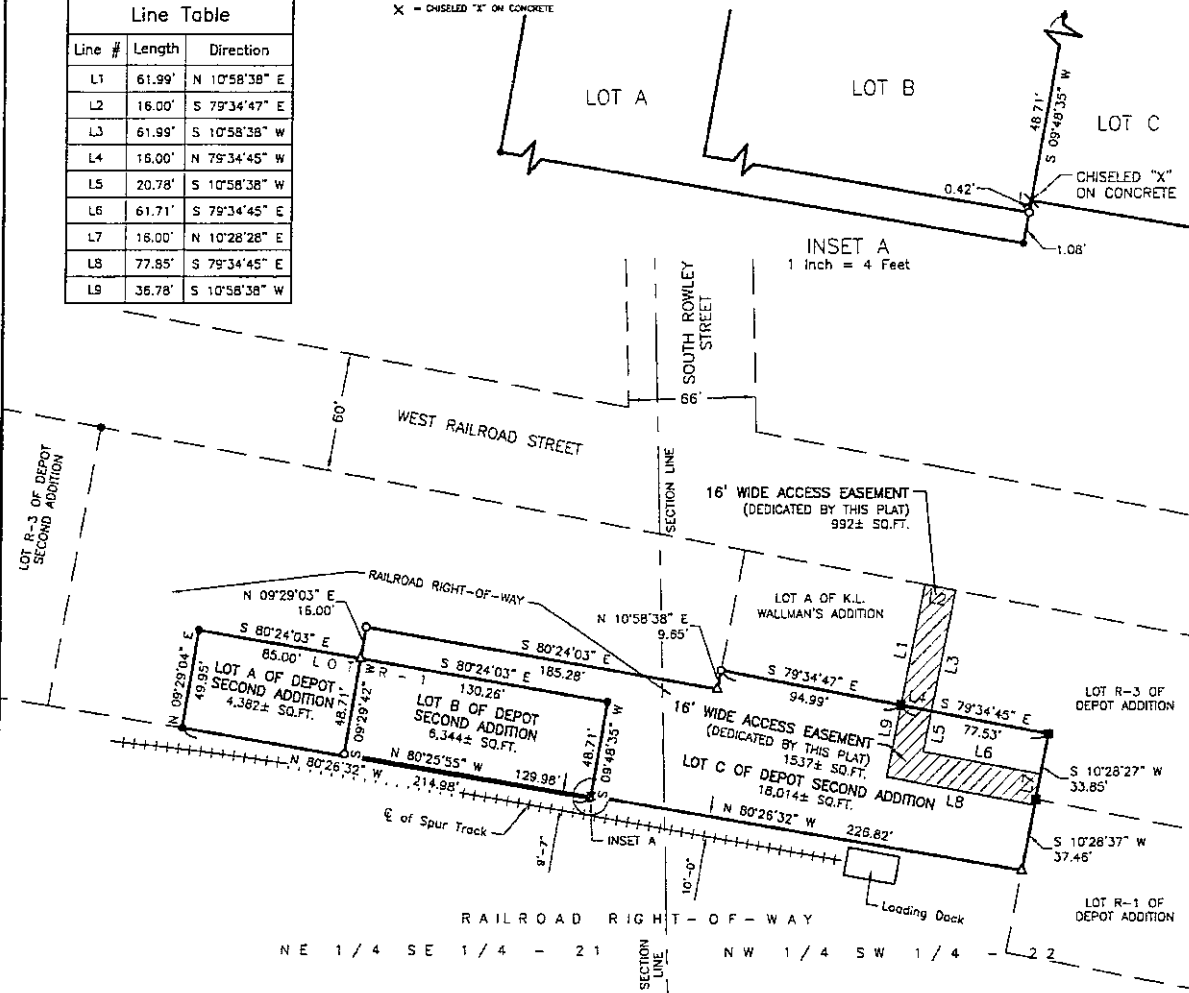
LEGEND

- - FOUND IRON MONUMENT
- - SET 3/8" 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 3" SPIKE W/MARKER JAW-13714
- WM - WITNESS MONUMENT
- X - CHISELED "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 - ZEPH 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.



A PLAT OF LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, 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 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 August 8, 2024, survey the parcels of land described as follows: LOTS A, B AND C OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE NE 1/4 OF THE SE 1/4 OF SECTION 21 AND IN THE NW 1/4 OF THE SW 1/4 OF SECTION 22, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate previously platted LOT R-1 OF DEPOT SECOND ADDITION TO THE CITY OF MITCHELL, LYING IN THE SE 1/4 OF SECTION 21, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 21 ON PAGE 39.

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

Dated this _____ day of _____, 2024.

Registered Land Surveyor #SD13714



SPN

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



Purple-Lot R-1 Depot Second Addition (original boundary)

Replatted and new boundaries below:

Red-Lot A Depot Second Addition (was a portion of original Lot R-1)-Palace City sold

Blue-Lot B Depot Second Addition (was a portion of original Lot R-1)-Palace City still owns

Teal-Lot C Depot Second Addition-Palace City purchased

Orange-Lot B and portion of Lot C-consumption area boundary



October 20, 2025

TO: MAYOR & CITY COUNCIL

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

Howes Oil Company Inc.

On Road Diesel- #2	0	0	\$0	\$0
Unleaded Gas-10% Ethanol	7500	7500	\$2,2395	\$16,796.25*
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	0	0	\$0	\$0
Total:				\$16,796.25*

Vollan Oil

On Road Diesel- #2	0	0	\$0	\$0
Unleaded Gas-10% Ethanol	7500	7500	\$2,2835	\$17,126.25
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	0	0	\$0	\$0
Total:				\$17,126.25

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

Sincerely,
Kevin Roth
Street & Sanitation Superintendent

cc: Howe's Oil Company
Vollan Oil

PAY ESTIMATES FOR NOVEMBER 3, 2025

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
H&W Contracting	#2020-20 Mitchell Watermain Dist. System Improv.	#6-Final	\$ 415,132.48	\$ 2,211,718.07	\$ 2,211,718.07
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#63	\$ 701.50		
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#64	\$ 1,609.00	\$ 1,547,106.09	\$ 1,628,242.34
Barr Engineering Co.	#2021-20 Lake Mitchell - Phase III	#PH3-1	\$ 145,619.38	\$ 145,619.38	\$ 798,500.00
Michels Road & Stone Inc.	#2021-45 North Hwy #37 Utility Improvements	#12	\$ 185,925.78	\$ 3,044,462.23	\$ 4,087,224.01
SPN & Associates	#2021-45 Highway #37 Utility -Water	#55	\$ 15,480.64		
SPN & Associates	#2021-45 Highway #37 Utility -Sewer	#56	\$ 5,554.41	\$ 244,587.14	\$ 280,000.00
Halme, Inc.	#2022-3 23rd & Ohlman Lift Station Replacement	#9	\$ 79,134.12	\$ 1,577,039.45	\$ 1,599,142.00
SPN & Associates	#2022-3 23rd & Ohlman Lift Station Replacement	#25	\$ 1,414.82	\$ 87,719.98	\$ 203,525.12
HR Green Inc.	#2022-8 1st & Main/7th & Main Signals	#27	\$ 1,936.00	\$ 93,717.78	\$ 155,456.40
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#27	\$ 3,484.82	\$ 267,512.51	\$ 619,000.00
SPN & Associates	#2023-16 Ohlman & S. Harmon Lift Station	#24	\$ 1,467.85	\$ 71,985.12	\$ 96,900.00
Schoenfelder Construction, Inc.	#2023-21 2nd & 4th Main Streetscapes	#6	\$ 65,321.89	\$ 837,961.21	\$ 959,898.31
Brosz Engineering	#2023-23 West End Bridge (BIG Grant)	#13	\$ 8,627.50	\$ 62,525.00	\$ 106,400.00
SFC Civil Constructors	#2023-23 West End Bridge Deck Sealing (BIG Grant)	#3	\$ 52,443.78	\$ 202,905.86	\$ 208,978.80
SPN & Associates	#2025-1 North Ohlman 23rd to Kemper	#9	\$ 18,590.75	\$ 162,587.52	\$ 245,000.00
Bailey Metal Fabricators	#2025-18A CP Seating Floor Prep	#3	\$ 9,315.00	\$ 42,007.50	\$ 65,000.00
Schemmer	#2025-19 Corn Palace Expansion	#4	\$ 4,403.61	\$ 84,231.78	\$ 84,000.00
LT Companies	#2025-23R Cadwell Park Infield Improvements	#1	\$ 223,644.60	\$ 223,644.60	\$ 323,699.00
SPN & Associates	#2025-23 Cadwell Park Infield Improvements	#7	\$ 16,724.01	\$ 32,599.50	\$ 33,000.00
Pro Contracting	#2025-40 Corn Palace Mural Project	#1	\$ 16,048.01	\$ 16,048.01	\$ 75,412.83
Siteworks	#2025-42 Lake Shore Development - TIF	#1	\$ 181,227.47	\$ 181,227.47	\$ 196,221.76
	TOTALS		\$ 1,453,807.42	\$ 11,137,206.20	\$ 13,977,318.64

Prepared by Deb Hanson-Sudbeck

PACKET : 07544 07545 07546

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-35882B15-0250	101-41110-42300	LEGAL PUBLICA NOTICE OF HEARINGS	208946	66.11
		I-35882B15-0251	101-41110-42300	LEGAL PUBLICA NOTICE OF HEARINGS	208946	94.34
		I-35882B15-0259	101-41110-42300	LEGAL PUBLICA PUBLIC NOTICE 10.15.25	208946	411.19
		I-35882B15-0260	101-41110-42300	LEGAL PUBLICA PUBLIC NOTICE	208946	29.15
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	600.79

PACKET : 07544 07545 07546

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
01-01590	MCLEOD'S PRINTING					
		I-87298	101-41420-42600	SUPPLIES & MA COUNTERFEIT PENS	208996	11.00
		I-87340	101-41420-42620	CHECKS, RCPTS LASER CHECKS	208996	559.90
01-03267	WALMART/CAPITAL ONE					
		I-8312.10222025	101-41420-42600	SUPPLIES & MA LYSOL WIPES	209065	12.97
01-06708	CDW GOVERNMENT INC					
		I-AG4ZA8I	101-41420-42600	SUPPLIES & MA COMPUTER MONITORS	208937	393.26
01-09703	AMAZON CAPITAL SERVICES					
		C-1G3Y-7Y93-JTCN	101-41420-42650	UNIFORMS RETURNED SWEATER	208917	14.98-
		C-1HLR-4QD4-KVDQ	101-41420-42650	UNIFORMS RETURNED SWEATER	208917	43.99-
		I-14FC-JW7P-9VLV	101-41420-42650	UNIFORMS PETERSON LOGOD SWEATERS	208917	135.77
		I-177C-JWH3-QWHH	101-41420-42600	SUPPLIES & MA DESKTOP CALCULATOR	208917	125.30
		I-1KQF-R3RX-ND6V	101-41420-42650	UNIFORMS BATHKE LOGOD SHIRTS	208917	128.12
		I-1R3J-NRY9-69K1	101-41420-42600	SUPPLIES & MA FILE FOLDERS	208917	41.95
				DEPARTMENT 1420 FINANCE	TOTAL:	1,349.30

PACKET : 07544 07545 07546
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1440 HUMAN RESOURCES
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00126525-00	101-41440-42231	EMPLOYEE PHYS VACCINATIONS,EMPLOYEE FLU SHOT	208925	168.00
		I-00126525-00	101-41440-42231	EMPLOYEE PHYS VACCINATIONS,EMPLOYEE FLU SHOT	208925	4,315.00
01-09056	AMG-AVERA OCCUPATIONAL					
		I-00126254-00	101-41440-42231	EMPLOYEE PHYS LABS	208920	37.70
01-09703	AMAZON CAPITAL SERVICES					
		C-14R6-RKFN-L3HX	101-41440-42650	UNIFORMS RETURNED SHIRTS	208917	17.99-
		C-191Y-1RY1-KVNY	101-41440-42650	UNIFORMS RETURNED VEST	208917	32.99-
		C-1NNR-MGPP-K3C6	101-41440-42650	UNIFORMS RETURNED PUFFER VEST	208917	33.57-
		C-1YGJ-NFXF-KVMX	101-41440-42650	UNIFORMS RETURNED SHIRTS	208917	45.96-
		I-1F7G-R9W6-GG17	101-41440-42650	UNIFORMS KITCHENS LOGOD SWEATERS	208917	59.98
		I-1GFN-PCMK-7RNN	101-41440-42650	UNIFORMS KITCHENS LOGOD UNIFORMS	208917	70.65
		I-1KTY-6CQ9-6393	101-41440-42650	UNIFORMS KITCHENS LOGOD SHIRTS,FOLDERS	208917	168.76
		I-1KTY-6CQ9-6393	101-41440-42600	SUPPLIES & MA KITCHENS LOGOD SHIRTS,FOLDERS	208917	64.74
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	4,754.32

PACKET : 07544 07545 07546

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
01-02624	SD PUBLIC ASSURANCE ALL					
		I-31701-4221	101-41460-42110	LIABILITY, PR 2020 INTERNATIONAL SWEEPER CVR 209047		1,054.71
				DEPARTMENT 1460 INSURANCE & BONDS	TOTAL:	1,054.71

PACKET : 07544 07545 07546

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
=====						
01-08281	VESTIS					
		I-6380322381	101-41920-42520	REPAIR-CITY H MAT CLEANING	209064	66.84
DEPARTMENT 1920 MUNICIPAL BUILDINGS						TOTAL: 66.84

PACKET : 07544 07545 07546

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-2279-7003	101-41935-42615	POSTAGE POSTAGE 10.01-15.2025	209035	395.85
		I-630649	101-41935-42615	POSTAGE FLAT POSTAGE 10.01-15.2025	209035	8.11
01-05195	A & B BUSINESS SOLUTION					
		I-IN1306475	101-41935-42250	MANAGED PRINT CT9857-02 PAYMENT	208915	4,694.51
01-09769	N-ABLE TECHNOLOGIES LTD					
		I-4787188	101-41935-42920	COMPUTER SOFT SEPT 2025 DATA RECOVERY	209014	105.60
				DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		5,204.07

PACKET : 07544 07545 07546

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
01-01457	MIDWEST FIRE & SAFETY					
		I-30014687	101-42110-42200	PROFESSIONAL FIRE EXTINGUISHER SERVICE	209003	48.50
01-01532	FEDEX					
		I-9-038-15281	101-42110-42200	PROFESSIONAL EVIDENCE MAILING	208961	21.29
01-02413	PIONEER DESIGNS					
		I-32338	101-42110-42500	REPAIR & MAIN MITCHELL WINDOW LOGO	209030	40.00
01-02679	MENARD'S INC					
		I-94720	101-42110-42600	SUPPLIES ENERGIZER BATTERY	208997	14.97
01-04380	KATHY RAYMOND					
		I-666567	101-42110-42640	UNIFORM ALLOW UNIFORM HEMMING	209037	189.00
01-06324	CUSTOM PLUS COLLISION C					
		I-14585	101-42110-42500	REPAIR & MAIN GLASS REPLACEMENT	208951	414.90
01-08281	VESTIS					
		I-6380323259	101-42110-42200	PROFESSIONAL MAT,MOP CLEANNG,LAUNDRY BAGS	209064	66.09
01-09349	HOWES OIL CO					
		I-365787	101-42110-42610	GAS OIL TIRES UNLEADED GAS	208978	4,510.17
01-09703	AMAZON CAPITAL SERVICES					
		I-1M76-JJYT-NFWJ	101-42110-42600	SUPPLIES BATTERIES	208917	23.55
01-10486	AT&T MOBILITY - POLICE					
		I-9001X10232025	101-42110-42800	TELEPHONE ACCT #287283989001	208923	1,058.99
01-10617	JUSTIN STOLTENBURG					
		I-10152025	101-42110-42640	UNIFORM ALLOW DAMAGED WATCH REIMBURSED	209054	100.00
				DEPARTMENT 2110 POLICE DEPARTMENT	TOTAL:	6,487.46

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01450	MUTH ELECTRIC INC					
		I-804810	101-42130-42570	REPAIRS-TRAFF 7TH/SANBORN FIXED CONDUIT	209013	586.07
01-01684	GENERAL TRAFFIC CONTROL					
		I-26612	101-42130-42535	LIGHT MAINTEN TIME SWITCH WITH HARNESS	208966	505.00
01-01830	NORTHWESTERN ENERGY					
		I-2578443-0.10.25	101-42130-42840	BUILDING UTIL 705 N CAPITAL ST	209018	323.84
		I-2579139-3.10.25	101-42130-42810	UTILITIES-TRA 901 N MINNESOTA ST	209018	13.29
		I-2579461-1.10.25	101-42130-42810	UTILITIES-TRA N SANBORN AND 12TH AVE	209018	66.95
		I-2580311-5.10.25	101-42130-42810	UTILITIES-TRA 1204 N KIMBALL ST	209018	13.85
		I-2580312-3.10.25	101-42130-42810	UTILITIES-TRA N MAIN AND 12TH AVE	209018	50.45
		I-2580491-5.10.25	101-42130-42810	UTILITIES-TRA 1403 N KIMBALL ST	209018	13.48
		I-2581249-6.10.25	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	209018	27.02
		I-2581250-4.10.25	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	209018	25.56
		I-2581251-2.10.25	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	209018	24.09
		I-2581252-0.10.25	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	209018	30.13
		I-2581521-8.10.25	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	209018	111.10
		I-2582741-1.10.25	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	209018	517.26
		I-2583138-9.10.25	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	209018	14.21
		I-2583139-7.10.25	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	209018	13.65
		I-2583145-4.10.25	101-42130-42810	UTILITIES-TRA 1522 W UNIVERSITY AVE	209018	13.29
		I-2583147-0.10.25	101-42130-42810	UTILITIES-TRA 310 W NORWAY	209018	14.02
		I-2583319-5.10.25	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	209018	72.45
		I-2583840-0.10.25	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	209018	136.51
		I-2719916-5.10.25	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE EMERGENCY	209018	27.20
		I-2734281-5.10.25	101-42130-42520	EMERGENCY SIR 900 BLOCK OF E 11TH ST SIREN	209018	29.03
		I-2735044-6.10.25	101-42130-42835	UTILITIES-STR 801 N KIMBALL ST	209018	12.00
		I-2745956-9.10.25	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	209018	128.66
		I-2784889-4.10.25	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	209018	13.46
		I-2784890-2.10.25	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	209018	13.29
		I-2943370-3.10.25	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR TRAFFIC	209018	76.45
		I-3045379-9.10.25	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	209018	12.92
		I-3045401-1.10.25	101-42130-42810	UTILITIES-TRA 921 N CAPITAL	209018	13.10
01-04871	SD DEPT OF TRANSPORTATI					
		I-S00143924	101-42130-42545	PAINT GLASS BEADS	209046	1,137.00
01-08524	HR GREEN INC					
		I-2022-8 P.E. #27	101-42130-43343	7TH & 1ST INT 2022-8 P.E. #27	208979	1,936.00
01-09118	MOBOTREX					
		I-286237	101-42130-42530	TRAFFIC LIGHT COUNTDOWN LED HEADS	209012	502.00
		I-286237	101-42130-42535	LIGHT MAINTEN COUNTDOWN LED HEADS	209012	586.00
01-09349	HOWES OIL CO					
		I-365787	101-42130-42610	GAS, OIL, TIR UNLEADED GAS	208978	277.42
DEPARTMENT 2130 TRAFFIC DEPARTMENT						TOTAL: 7,336.75

PACKET : 07544 07545 07546

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
01-01830	NORTHWESTERN ENERGY					
		I-2583799-8.10.25	101-42200-42810	UTILITIES 201 W 1ST AVE FIRE	209018	3,364.60
01-02811	JONES SUPPLIES					
		I-154392	101-42200-42600	SUPPLIES ROLL TOWELS	208986	50.43
01-05276	M & T FIRE AND SAFETY I					
		I-15188	101-42200-42641	PROTECTIVE CL COATS,PANTS,HOOD,BOOTS,GLOVES	208993	10,905.64
		I-15189	101-42200-42600	SUPPLIES CO SENSOR	208993	395.17
01-09349	HOWES OIL CO					
		I-365787	101-42200-42610	GAS & OIL UNLEADED GAS	208978	128.83
01-09703	AMAZON CAPITAL SERVICES					
		I-1M76-JJJT-NFWJ	101-42200-42600	SUPPLIES BATTERIES	208917	152.61
				DEPARTMENT 2200 FIRE DEPARTMENT	TOTAL:	14,997.28

PACKET : 07544 07545 07546

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-2123862	101-43100-42500	REPAIRS IMPACT DRIVER,EXTENSION, SOCKET	209039	562.82
		I-2149757	101-43100-42600	SUPPLIES FITTINGS,HOSE CLAMPS	209039	73.46
01-00436	CHS INC					
		I-IA3923	101-43100-42500	REPAIRS TIRE REPAIR,USED TIRE	208942	130.00
01-00575	MARK HINKER					
		I-787677	101-43100-42600	SUPPLIES USED ICE MACHINE	208977	700.00
01-01117	FLEETPRIDE					
		I-129755856	101-43100-42500	REPAIRS MUFFLER,REDUCER,V-BAND CLAMP	208963	140.78
	PROJ: L24-42500	125		REPAIRS MAINTENANCE		
		I-129756140	101-43100-42500	REPAIRS FLEXTUBE,MED DUTY	208963	467.90
	PROJ: L24-42500	125		REPAIRS MAINTENANCE		
01-01130	KIMBALL MIDWEST					
		I-103848636	101-43100-42600	SUPPLIES GLASS,BATTERY CLEANERS,PURPLE	208988	524.60
01-01199	STURDEVANTS AUTO VALUE					
		I-815064619	101-43100-42500	REPAIRS CABIN AIR,OIL,FUEL FLEET,FUSES	209055	167.64
	PROJ: L57-42500	161		REPAIR MAINTENANCE		
		I-815064619	101-43100-42500	REPAIRS CABIN AIR,OIL,FUEL FLEET,FUSES	209055	223.66
	PROJ: L25-42500	127		REPAIRS MAINTENANCE		
		I-815064619	101-43100-42500	REPAIRS CABIN AIR,OIL,FUEL FLEET,FUSES	209055	17.73
	PROJ: L39-42500	140		REPAIRS MAINTENANCE		
		I-815064619	101-43100-42500	REPAIRS CABIN AIR,OIL,FUEL FLEET,FUSES	209055	42.04
	PROJ: L15-42500	115		REPAIR MAINTENANCE		
		I-815064619	101-43100-42500	REPAIRS CABIN AIR,OIL,FUEL FLEET,FUSES	209055	28.79
	PROJ: L72-42500	904		REPAIR MAINTENANCE		
		I-815064619	101-43100-42500	REPAIRS CABIN AIR,OIL,FUEL FLEET,FUSES	209055	22.99
	PROJ: L24-42500	125		REPAIRS MAINTENANCE		
		I-815064962	101-43100-42600	SUPPLIES OIL CHANGE CARD,DRYER,HYDRAULI	209055	48.56
		I-815064962	101-43100-42600	SUPPLIES OIL CHANGE CARD,DRYER,HYDRAULI	209055	164.71
	PROJ: L57-42600	161		SUPPLIES MATERIALS		
		I-815064962	101-43100-42600	SUPPLIES OIL CHANGE CARD,DRYER,HYDRAULI	209055	296.98
	PROJ: L24-42600	125		SUPPLIES MATERIALS		
		I-815064962	101-43100-42600	SUPPLIES OIL CHANGE CARD,DRYER,HYDRAULI	209055	179.98
01-01329	MICHAEL TODD INDUSTRIAL					
		I-221154	101-43100-42600	SUPPLIES METRIC NECK SCREW,NUT	208999	161.60
01-01830	NORTHWESTERN ENERGY					
		I-2576521-5.10.25	101-43100-42800	UTILITIES 1405 W 8TH AVE	209018	774.78
01-02527	TRANSOURCE					
		I-41P66587	101-43100-42500	REPAIRS BURNER,PLUG,MODULE,GASKET	209059	3,742.71
01-02679	MENARD'S INC					

BANK: Multi

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PACKET : 07544 07545 07546

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
01-03114	SUBWAY					
		I-2/A-698037	101-43110-42750	PLANNING COMM 10.27.25 PLANNING COMM MEALS	209056	62.93
01-09349	HOWES OIL CO					
		I-365787	101-43110-42610	GAS UNLEADED GAS	208978	558.74
				DEPARTMENT 3110 PUBLIC WORKS ADMIN	TOTAL:	621.67

PACKET : 07544 07545 07546

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
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-21 P.E. #6	101-43120-43300	STREET OVERLA 2023-21 P.E. #6	209043	25,475.54
01-06294	BROSZ ENGINEERING INC					
		I-2023-23 P.E. #13	101-43120-43312	WEST END BRID 2023-23 P.E. #13	208933	8,627.50
01-06964	SFC CIVIL CONSTRUCTORS					
		I-15972	101-43120-42680	CHIP SEAL ASP SANBORN BRIDGE DESK SEAL REPR	209048	3,477.50
		I-2023-23 P.E. #3	101-43120-43312	WEST END BRID 2023-23 P.E. #3	209048	52,443.78
				DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		90,024.32

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3130 SNOW REMOVAL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09459	BLACKSTRAP INC					
		I-158312	101-43130-42600	SUPPLIES & MA ROAD SALT	208932	1,849.29
		I-158348	101-43130-42600	SUPPLIES & MA ROAD SALT	208932	1,878.27
		I-158376	101-43130-42600	SUPPLIES & MA ROAD SALT	208932	1,867.40
		I-158420	101-43130-42600	SUPPLIES & MA ROAD SALT	208932	1,959.17
		I-158427	101-43130-42600	SUPPLIES & MA ROAD SALT	208932	1,869.21
		I-158529	101-43130-42600	SUPPLIES & MA ROAD SALT	208932	2,198.13
		I-158558	101-43130-42600	SUPPLIES & MA ROAD SALT	208932	5,533.36
DEPARTMENT 3130 SNOW REMOVAL						TOTAL: 17,154.83

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 3150 STORM DRAINAGE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-3288018-9.10.25	101-43150-42800	UTILITIES CABELA DR	209018	28.98
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-21 P.E. #6	101-43150-43343	2ND, 4TH, & R 2023-21 P.E. #6	209043	17,636.91
DEPARTMENT 3150 STORM DRAINAGE					TOTAL:	17,665.89

PACKET : 07544 07545 07546

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
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-344867	101-43700-42600	SUPPLIES & MA FUEL FILTER	208936	36.70
01-00436	CHS INC					
		I-IG3614	101-43700-42610	GAS & FUEL GOLF MAINT UNLEADED GAS	208942	558.69
		I-IG3639	101-43700-42610	GAS & FUEL GOLF MAINT RUBY FIELDMASTER	208942	840.82
01-00712	NAPA CENTRAL					
		C-821072	101-43700-42600	SUPPLIES & MA FUEL FILTER RETURNED	209015	19.61-
		I-820815	101-43700-42600	SUPPLIES & MA GOLF FUEL FILTER	209015	23.97
		I-820868	101-43700-42600	SUPPLIES & MA NITRILE GLOVES	209015	40.62
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.10.25	101-43700-42800	UTILITIES 700 W 23RD AVE	209018	143.64
		I-2581641-4.10.25	101-43700-42800	UTILITIES W 23RD	209018	16.04
		I-2581642-2.10.25	101-43700-42800	UTILITIES 600 W 23RD AVE PMP	209018	180.70
01-06034	COLOURS 59					
		I-6672456	101-43700-42600	SUPPLIES & MA SPRAY MAX BLANK	208945	21.85
01-08130	C & B OPERATIONS LLC					
		I-13479272	101-43700-42600	SUPPLIES & MA SCAG	208935	129.60
01-08281	VESTIS					
		I-6380321087	101-43700-42600	SUPPLIES & MA MAT CLEANING	209064	33.26
DEPARTMENT 3700 CEMETERY					TOTAL:	2,006.28

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 4120 ANIMAL CONTROL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY					
		I-2719777-1.10.25	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG	209018	131.45
DEPARTMENT 4120 ANIMAL CONTROL					TOTAL:	131.45

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 5000 CULTURE & RECREATION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01414	MITCHELL PREHISTORIC IN					
	I-10132025		101-45000-42908	PREHISTORIC A 2025 4TH QTR ALLOCATION	209009	4,750.00
DEPARTMENT 5000 CULTURE & RECREATION						TOTAL: 4,750.00

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 5500 LIBRARY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00553	DEMCO INC					
		I-7708670	101-45500-42600	SUPPLIES & MA BOOK JACKETS,MICROPORE STAMP	208955	143.44
01-00712	NAPA CENTRAL					
		I-821110	101-45500-42600	SUPPLIES & MA BATTERY TERMINAL	209015	7.52
01-01015	INGRAM LIBRARY SERVICES					
		I-90987352	101-45500-43420	BOOKS BOOKS	208981	137.11
		I-90987353	101-45500-43420	BOOKS BOOKS	208981	62.99
		I-90987354	101-45500-43420	BOOKS BOOK	208981	26.99
		I-91097551	101-45500-43420	BOOKS BOOKS	208981	647.41
		I-91128228	101-45500-43420	BOOKS BOOK	208981	27.00
		I-91172489	101-45500-43420	BOOKS BOOKS	208981	93.16
		I-91172490	101-45500-43420	BOOKS BOOKS	208981	54.11
		I-91267527	101-45500-43420	BOOKS BOOKS	208981	47.99
		I-91267528	101-45500-43420	BOOKS BOOK	208981	27.89
		I-91295788	101-45500-43420	BOOKS BOOKS	208981	453.52
		I-91295789	101-45500-43420	BOOKS BOOKS	208981	45.59
		I-91356891	101-45500-43420	BOOKS BOOKS	208981	47.40
		I-91430985	101-45500-43420	BOOKS BOOK	208981	18.09
01-01018	AUTOMATIC BUILDING CONT					
		I-243354	101-45500-42500	REPAIR & MAIN ANNUAL ALARM FEE,BATTERY	208924	855.00
01-01450	MUTH ELECTRIC INC					
		I-804451	101-45500-43400	FURNITURE & E INSTALL NEW SIGN POWER	209013	4,493.00
01-01830	NORTHWESTERN ENERGY					
		I-2585828-3.10.25	101-45500-42800	UTILITIES 221 N DUFF ST	209018	3,222.20
01-05088	BLACKSTONE PUBLISHING					
		I-2209236	101-45500-43421	AUDIO-VISUAL AUDIOBOOK	208931	31.99
		I-2214811	101-45500-43421	AUDIO-VISUAL AUDIOBOOKS	208931	171.89
01-06026	CENTER POINT LARGE PRIN					
		I-2185422	101-45500-43420	BOOKS LARGE PRINT BOOKS	208938	99.48
		I-2191142	101-45500-43420	BOOKS LARGE PRINT BOOKS	208938	99.48
		I-2198976	101-45500-43420	BOOKS LARGE PRINT BOOKS	208938	99.48
01-08223	OVERDRIVE INC					
		I-02495CO25330268	101-45500-42693	E-BOOKS/AUDIO EBOOKS,EAUDIOBOOKS	209025	748.42
		I-02495DA25270775	101-45500-42693	E-BOOKS/AUDIO EBOOK,EAUDIOBOOK	209025	151.99
01-08281	VESTIS					
		I-6380321098	101-45500-42600	SUPPLIES & MA MAT,MICROFIBER CLEANING	209064	65.95
01-08990	SIGNE SATHER-BLAIR					
		I-007	101-45500-43420	BOOKS BOOK	209041	10.00

PACKET : 07544 07545 07546

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
01-09703	AMAZON CAPITAL SERVICES					
		I-1CMC-V9RX-6L7T	101-45500-42600	SUPPLIES & MA BLADE,LAMINATOR SHEETS,FILAMEN	208917	51.58
		I-1LRT-G4C7-9V3D	101-45500-43421	AUDIO-VISUAL MOVIES	208917	70.93
		I-1RV1-3MQQ-6KNP	101-45500-43420	BOOKS BOOK,BOARD GAMES	208917	15.99
		I-1RV1-3MQQ-6KNP	101-45500-43421	AUDIO-VISUAL BOOK,BOARD GAMES	208917	194.84
01-09852	JEAN PATRICK					
		I-10222025	101-45500-42700	TRAVEL, CONF ND LIBRARY CONF-MEALS,HOTEL RE	209026	228.18
				DEPARTMENT 5500 LIBRARY	TOTAL:	12,450.61
				FUND 101 GENERAL	TOTAL:	206,358.24

PACKET : 07544 07545 07546

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
01-00424	RUNNINGS SUPPLY INC					
		I-2149827	201-45110-42500	REPAIR & MAIN BULK BIN	209039	6.80
	PROJ: J50-RM-BLDG		OUTDOOR AQUATIC CENTER	REPAIR/MAINT-GENERAL BLDG		
01-02679	MENARD'S INC					
		I-93606	201-45110-42550	REPAIR & MAIN BACKER RODS,GROUT	208997	88.67
	PROJ: J50-RM-BLDG		OUTDOOR AQUATIC CENTER	REPAIR/MAINT-GENERAL BLDG		
		I-93701	201-45110-42500	REPAIR & MAIN VULKEM WHITE	208997	47.88
	PROJ: J50-RM-PLUMB		OUTDOOR AQUATIC CENTER	REPAIR/MAINT-PLUMBING		
				DEPARTMENT 5110 RECREATION & AQUATICS	TOTAL:	143.35

PACKET : 07544 07545 07546
VENDOR SET: Mult
FUND : 201 PARK FUND
DEPARTMENT: 5140 RECREATION CENTER
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00008	ELFSTRAND'S ACE HARDWAR					
		I-51855	201-45140-42600	SUPPLIES & MA FILTERS	208959	29.98
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PLUMBING		
01-01410	MITCHELL SCHOOL DISTRIC					
		I-2701763-1.09.25	201-45140-42800	UTILITIES 1301 N KIMBALL ST-CITY SHARE	209010	2,274.78
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-01830	NORTHWESTERN ENERGY					
		I-3510842-2.10.25	201-45140-42800	UTILITIES 1300 N MAIN BLDG AQUATICS	209018	5,353.99
	PROJ: J02-ELE/GAS	INDOOR AQUATIC CTR		UTILITIES-ELECTRIC/GAS		
01-02679	MENARD'S INC					
		I-95091	201-45140-42600	SUPPLIES & MA PLEATED FILTERS,BLUE MASK TAPE	208997	44.93
	PROJ: J06-SM-HVAC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-HVAC		
01-03211	MIDWESTERN'S BAETE FORS					
		I-286251	201-45140-42500	REPAIR & MAIN SPRINKLER LINE LEAKING	209007	2,337.17
	PROJ: J06-RM-HVAC	REC CTR-GENERAL BLDG		REPAIR/MAINT-HVAC		
01-09633	STAPLES					
		I-6045335921	201-45140-42600	SUPPLIES & MA SOAP DISPENSER	209053	24.52
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-146P-GC69-CH6G	201-45140-42500	REPAIR & MAIN ROUND HEAD LIGHT	208917	45.99
	PROJ: J06-SM-BLDG	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-BLDG		
		I-1KYY-6LWD-W93N	201-45140-42600	SUPPLIES & MA CLOROX BLEACH	208917	16.82
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-1NGJ-LL9C-CW1J	201-45140-42601	CONCESSION SU HALLOWEEN CANDY,STRAWS	208917	265.64
	PROJ: J05-CONC SUP	REC CTR CONCESSIONS		CONCESSION SUPPLY		
		I-1PYH-R4V1-WFXN	201-45140-42600	SUPPLIES & MA OFFICE CHAIR	208917	129.99
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-1WP1-G6TL-DC3T	201-45140-42600	SUPPLIES & MA HAND TOWELS	208917	144.35
	PROJ: J06-SM-EQUIP	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-EQUIPMENT		
01-10463	ECHO GROUP, INC					
		I-S011365907.001	201-45140-42600	SUPPLIES & MA REPLACEMENT RELAY	208958	73.00
	PROJ: J06-SM-ELEC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-ELECTRICAL		

DEPARTMENT 5140 RECREATION CENTER TOTAL: 10,741.16

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-345383	201-45160-42500	REPAIR & MAIN BATTERY	208936	227.48
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-00436	CHS INC					
		I-IG5476	201-45160-42610	GAS & FUEL HOCKEY BOTTLE FILL	208942	78.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IG5501	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	208942	26.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
		I-IG5536	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	208942	52.00
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT		GAS-FUEL		
01-00671	VAN DIEST SUPPLY CO					
		I-660	201-45160-42602	CHEMICALS SCIMITAR GC	209063	1,573.20
	PROJ: H04-42602	BASEBALL		CHEMICALS		
		I-661	201-45160-42602	CHEMICALS CB PREMIUM.METHYLATED,CLEANER	209063	552.70
	PROJ: H05-42602	SOFTBALL		CHEMICALS		
		I-662	201-45160-42602	CHEMICALS HERBICIDE,FUNGICIDE,INSECTICID	209063	3,123.20
	PROJ: H07-42602	PEPSI COMPLEX		CHEMICALS		
		I-663	201-45160-42602	CHEMICALS SUBDUE MAXX	209063	1,246.00
	PROJ: H05-42602	SOFTBALL		CHEMICALS		
		I-664	201-45160-42602	CHEMICALS ROUNDUP QUIKPRO	209063	4,725.00
	PROJ: H05-42602	SOFTBALL		CHEMICALS		
		I-665	201-45160-42602	CHEMICALS STRESSMASTER	209063	429.00
	PROJ: H07-42602	PEPSI COMPLEX		CHEMICALS		
01-01054	JAMES VALLEY LANDSCAPE					
		I-2006578	201-45160-42600	SUPPLIES & MA BUSHING	208983	26.01
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-2006580	201-45160-42500	REPAIR & MAIN TWO WIRE CONTROL	208983	165.00
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-01075	JOHNSON CONTROLS					
		I-1-136539533934	201-45160-42500	REPAIR & MAIN CONDENSER FAN MOTOR/BLADE	208985	4,324.80
	PROJ: H13-42500	ARENA-SOUTH RINK		REPAIR-MAINTENANCE		
01-01199	STURDEVANTS AUTO VALUE					
		I-815063478	201-45160-42500	REPAIR & MAIN BATTERY	209055	107.62
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT		REPAIR/MAINTENANCE		
01-01450	MUTH ELECTRIC INC					
		I-804328	201-45160-42500	REPAIR & MAIN INSTALL GFI IN TRAINING ROOM	209013	158.61
	PROJ: H07-42500	PEPSI COMPLEX		REPAIR/MAINTENANCE		
01-01819	NORTHWEST PIPE FITTINGS					
		I-474580	201-45160-42500	REPAIR & MAIN PVC RESTRAINT,GASKET,BOLT,NUT	209017	372.08
	PROJ: H05-42500	SOFTBALL		REPAIR/MAINTENANCE		
		I-474719	201-45160-42500	REPAIR & MAIN TOP BOLT COUPLING	209017	371.51
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 201 PARK FUND

DEPARTMENT: 5160 SPORTS COMPLEXES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01819	NORTHWEST PIPE FITTINGS	continued				
		I-474731	201-45160-42600	SUPPLIES & MA RUBBER EXPANSION JOINT	209017	351.57
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-474731-1	201-45160-42600	SUPPLIES & MA IRRIGATION PART	209017	47.44
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
		I-474965	201-45160-42500	REPAIR & MAIN TOP BOLT COUPLINGS	209017	718.20
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
		I-S6361	201-45160-42600	SUPPLIES & MA FINANCE SERVICE CHARGE	209017	4.98
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-01830	NORTHWESTERN ENERGY					
		I-2579141-9.10.25	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	209018	15,495.29
	PROJ: H06-42800	ARENA-NORTH RINK		UTILITIES		
		I-2834109-7.10.25	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	209018	557.98
	PROJ: H04-42800	BASEBALL		UTILITIES		
		I-2991007-2.10.25	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	209018	1,900.70
	PROJ: H13-42800	ARENA-SOUTH RINK		UTILITIES		
01-01964	DAKOTA SUPPLY GROUP					
		I-S105112352.001	201-45160-42500	REPAIR & MAIN PVC PIPE,CEMENT,PRIMER CLEANER	208954	139.50
	PROJ: H04-42500	BASEBALL		REPAIR/MAINTENANCE		
01-02210	ENGINEERING UNLIMITED,					
		I-INV068545	201-45160-42600	SUPPLIES & MA PADLOCK,BRASS KEY	208960	167.01
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-02679	MENARD'S INC					
		I-94659	201-45160-42600	SUPPLIES & MA STEP IN POST	208997	29.85
	PROJ: H07-42600	PEPSI COMPLEX		SUPPLIES/MATERIALS		
		I-94721	201-45160-42600	SUPPLIES & MA FVP RV MARINE	208997	322.92
	PROJ: H05-42600	SOFTBALL		SUPPLIES/MATERIALS		
01-02880	THUNE TRUE VALUE & APPL					
		I-A605720	201-45160-42600	SUPPLIES & MA BATTERY	209058	19.49
	PROJ: H06-42600	ARENA-NORTH RINK		SUPPLIES-MATERIALS		
01-07410	WILLIAMS MASONRY INC					
		I-153	201-45160-43300	CAPITAL IMPRO PARTIAL PAYMENT-DUGOUT STEPS	209066	40,000.00
	PROJ: H04-43300	BASEBALL		CAPITAL IMPROVEMENTS		
01-09349	HOWES OIL CO					
		I-365787	201-45160-42610	GAS & FUEL UNLEADED GAS	208978	522.74
				DEPARTMENT 5160 SPORTS COMPLEXES	TOTAL:	77,835.88

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
	I-2153557	201-45210-42600	SUPPLIES & MA PAINT BRUSHES	209039	42.76	
	PROJ: H56-42600	HITCHCOCK PARK	SUPPLIES/MATERIALS			
	I-2153842	201-45210-42600	SUPPLIES & MA ANTIFREEZE	209039	27.98	
	PROJ: H51-42600	PARK SHOP	SUPPLIES/MATERIALS			
01-00436	CHS INC					
	I-IG3615	201-45210-42610	GAS & FUEL P&R UNLEADED GAS	208942	1,075.75	
	PROJ: H50-42610	PARKS EQUIPMENT	GAS/FUEL			
	I-IG3640	201-45210-42610	GAS & FUEL P&R RUBY FIELDMASTER	208942	1,324.33	
	PROJ: H50-42610	PARKS EQUIPMENT	GAS/FUEL			
01-01830	NORTHWESTERN ENERGY					
	I-2573055-7.10.25	201-45210-42800	UTILITIES 1001 E BIRCH AVE SW PWSP SHLTR	209018	33.97	
	PROJ: H56-42800	HITCHCOCK PARK	UTILITIES			
	I-2573056-5.10.25	201-45210-42800	UTILITIES 1001 E BIRCH AVE PWSP CONC 5	209018	10.18	
	PROJ: H56-42800	HITCHCOCK PARK	UTILITIES			
	I-2573203-3.10.25	201-45210-42800	UTILITIES 1001 E HANSON AVE UNIT 91013	209018	28.21	
	PROJ: H56-42800	HITCHCOCK PARK	UTILITIES			
	I-2581647-1.10.25	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	209018	49.64	
	PROJ: H77-42800	SPORTSMANS CLUB	UTILITIES			
	I-2582639-7.10.25	201-45210-42800	UTILITIES PATTON YOUNG	209018	59.28	
	PROJ: H87-42800	PATTON YOUNG	UTILITIES			
	I-2748483-1.10.25	201-45210-42800	UTILITIES ACCESS LOT METER	209018	12.00	
	PROJ: H79-42800	LAKE PARK ACCESS AREAS	UTILITIES			
	I-2787842-0.10.25	201-45210-42800	UTILITIES 1001 E BIRCH AVE LT SB	209018	41.29	
	PROJ: H56-42800	HITCHCOCK PARK	UTILITIES			
	I-2967874-5.10.25	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	209018	51.75	
	PROJ: H65-42800	AMPHITHEATER	UTILITIES			
	I-2997129-8.10.25	201-45210-42800	UTILITIES 800 E 11TH AVE	209018	23.71	
	PROJ: H60-42800	NORTHBRIDGE PARK	UTILITIES			
	I-3975323-1.10.25	201-45210-42800	UTILITIES 502 S LAWLER ST	209018	72.61	
	PROJ: H55-42800	DRY RUN CREEK PARK	UTILITIES			
	I-3975325-6.10.25	201-45210-42800	UTILITIES 612 W ASH AVE	209018	44.96	
	PROJ: H55-42800	DRY RUN CREEK PARK	UTILITIES			
01-02480	SPN & ASSOCIATES					
	I-2025-23 P.E. #7	201-45210-43300	CAPITAL IMPRO 2025-23 P.E. #7	209051	16,724.01	
01-02679	MENARD'S INC					
	I-94680	201-45210-42600	SUPPLIES & MA WIRE ROPE,CABLE,SPLICE	208997	18.65	
	PROJ: H79-42600	LAKE PARK ACCESS AREAS	SUPPLIES/MATERIALS			
	I-95198	201-45210-42600	SUPPLIES & MA FIP BRASS	208997	9.98	
	PROJ: H56-42600	HITCHCOCK PARK	SUPPLIES/MATERIALS			
01-03344	DIAMOND MOWERS LLC					
	I-295483	201-45210-42500	REPAIR & MAIN STABILIZER BAR	208956	152.64	
	PROJ: H50-42500	PARKS EQUIPMENT	REPAIR/MAINTENANCE			

PACKET : 07544 07545 07546

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
01-09188	LT COMPANIES					
		I-2025-23R P.E. #1	201-45210-43300	CAPITAL IMPRO 2025-23R P.E. #1	208992	223,644.60
01-09209	SHAWN KENWORTHY					
		I-9	201-45210-42500	REPAIR & MAIN CHIMNEY, ROCK REPAIR	208987	3,720.00
	PROJ: H67-42500	DAY CAMP		REPAIR/MAINTENANCE		
				DEPARTMENT 5210 PARKS	TOTAL:	247,168.30

PACKET : 07544 07545 07546

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
01-08594	MAKE IT MINE DESIGNS					
		I-44624	201-45220-42650	UNIFORMS STEWART LOGOD JACKET	208994	80.00
				DEPARTMENT 5220 SUPERVISION	TOTAL:	80.00
				FUND 201 PARK FUND	TOTAL:	335,968.69

PACKET : 07544 07545 07546

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
01-10410	BARR ENGINEERING CO INC					
		I-2021-20 PE#PH3-1	203-45220-43300	LAKE IMPROVEM 2021-20 P.E. #PH3-1	208928	145,619.38
				DEPARTMENT 5220 LAKE	TOTAL:	145,619.38
				FUND 203 LAKE MITCHELL	TOTAL:	145,619.38

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 209 BUSINESS IMPROV DIST #4

DEPARTMENT: 6530 BUSINESS IMPROV #4

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04186	MITCHELL PICKLEBALL ASS	I-4367	209-46530-42920	SPORTS AUTHOR MPA AND DWU PICKLEBALL TOURNEY	209008	2,500.00
01-09030	MIDWEST MIRACLES	I-4375	209-46530-42920	SPORTS AUTHOR MIDWEST MIRACLES CLASSIC 01.26	209004	5,000.00
01-09132	PHEASANTS FOREVER CHAPT	I-4368	209-46530-42920	SPORTS AUTHOR PHEASANT FOREVER BANQUET 2025	209029	2,500.00
01-09595	SPORTS NETWORK LLC	I-4369	209-46530-42920	SPORTS AUTHOR HOOP CITY CLASSIC 12.27-31	209052	12,500.00
01-10290	DAKOTA RIPTIDE	I-4371	209-46530-42920	SPORTS AUTHOR TIDE WINTER INVITE SWIM MEET	208953	5,000.00
DEPARTMENT 6530 BUSINESS IMPROV #4					TOTAL:	27,500.00
FUND 209 BUSINESS IMPROV DIST #4					TOTAL:	27,500.00

PACKET : 07544 07545 07546

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
=====						
01-09034	ADAMO ITALIAN RESTAURAN					
		I-10272025	213-46311-42900	PROJECT IMPRO EXTERIOR SIGNAGE LIGHTING ONLY	208916	700.00
DEPARTMENT 6311 BUSINESS IMPROV DIST #3 TOTAL:						700.00

FUND 213 BUSINESS IMPROV DIST #3 TOTAL:						700.00

PACKET : 07544 07545 07546

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
01-10486	AT&T MOBILITY - POLICE					
		I-9001X10232025	214-43500-42800	UTILITIES - T ACCT #287283989001	208923	95.95
				DEPARTMENT 3500 E-911	TOTAL:	95.95
				FUND 214 E-911 EMERGENCY	TOTAL:	95.95

PACKET : 07544 07545 07546

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-815063474	218-45150-42500	REPAIR AND MA STOPLIGHT,HALOGEN LIGHTS	209055	24.98
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815063839	218-45150-42500	REPAIR AND MA HALOGEN LAMP,AIR,OIL FILTERS	209055	27.64
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-09349	HOWES OIL CO					
		I-365787	218-45150-42610	GAS OIL TIRES UNLEADED GAS	208978	6,391.99
01-10356	CK BICYCLES & LOCKS LLC					
		I-18503	218-45150-42500	REPAIR AND MA TRANSPONDER KEY FOR VAN	208944	225.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-18509	218-45150-42500	REPAIR AND MA TRANSPONDER KEY FOR VAN	208944	225.00
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
				DEPARTMENT 5150 PALACE TRANSIT	TOTAL:	6,894.61

PACKET : 07544 07545 07546

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
01-09703	AMAZON CAPITAL SERVICES					
		C-1PKT-J11P-39GW	218-45180-42600	SUPPLIES & MA RETURNED FAX MACHINE	208917	289.99-
		I-1DGY-DQWD-KR4P	218-45180-42600	SUPPLIES & MA FAX MACHINE	208917	289.99
		I-1X3Y-GMGJ-TML7	218-45180-42600	SUPPLIES & MA CLIPBOARDS	208917	148.47
				DEPARTMENT 5180 JVCC	TOTAL:	148.47
				FUND 218 COMMUNITY SERVICES	TOTAL:	7,043.08

PACKET : 07544 07545 07546

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
01-01199	STURDEVANTS AUTO VALUE					
		I-815063474	219-45140-42500	REPAIR & MAIN STOPLIGHT,HALOGEN LIGHTS	209055	32.76
01-09069	BIG DADDY D'S INC					
		I-10222025	219-45140-42911	CONTRACT SERV SR MEALS 10.14-17.2025	208930	1,492.50
01-09349	HOWES OIL CO					
		I-365787	219-45140-42610	GAS, OIL, TIR UNLEADED GAS	208978	218.47
01-09633	STAPLES					
		I-6044716949	219-45140-42605	MEAL SUPPLIES LATEX GLOVES	209053	44.94
		I-6044716950	219-45140-42605	MEAL SUPPLIES LATEX GLOVES	209053	77.86
DEPARTMENT 5140 NUTRITION					TOTAL:	1,866.53
FUND 219 NUTRITION					TOTAL:	1,866.53

PACKET : 07544 07545 07546

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
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-7003	230-43500-42600	SUPPLIES & MA POSTAGE 10.01-15.2025	209035	0.78
01-00436	CHS INC					
		I-IG3642	230-43500-42610	GAS & OIL AIRPORT RUBY FIELDMASTER	208942	302.34
		I-IG3643	230-43500-42610	GAS & OIL AIRPORT UNLEADED GAS	208942	165.32
01-01193	KROHMER PLUMBING INC					
		I-93073	230-43500-42500	REPAIR & MAIN BOILER CHECK AIRPORT SHOP	208989	210.97
01-02679	MENARD'S INC					
		I-95013	230-43500-42600	SUPPLIES & MA RV MARINE,GARBAGE BAGS,CHAIN	208997	68.20
01-04871	SD DEPT OF TRANSPORTATI					
		I-S00143862	230-43500-42510	PAVEMENT MAIN AIRPORT PAVEMENT MAINTENANCE	209045	9,809.80
DEPARTMENT 3500 AIRPORT					TOTAL:	10,557.41

FUND 230 AIRPORT					TOTAL:	10,557.41

PACKET : 07544 07545 07546

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-2146974	602-43330-42600	SUPPLIES & MA EYEBOLTS	209039	3.98
		I-2150131	602-43330-42600	SUPPLIES & MA WASTEBASKET, HAMMER, CABLE	209039	56.35
01-01787	NORTH CENTRAL SEED CO					
		I-26529	602-43330-42600	SUPPLIES & MA UPLAND PASTURE MIX	209016	152.50
		I-26538	602-43330-42600	SUPPLIES & MA MEADOW BROMEGRASS PASTURE MIX	209016	750.00
01-01830	NORTHWESTERN ENERGY					
		I-2941237-6.10.25	602-43330-42800	UTILITIES 1416 E SPRUCE ST	209018	47.15
		I-4240509-2.10.25	602-43330-42800	UTILITIES 41008 256TH ST	209018	12.00
01-02602	PUBLIC HEALTH LABORATOR					
		I-10623505	602-43330-42550	LAB FEES LAB TESTINGS	209034	172.00
01-02679	MENARD'S INC					
		I-94715	602-43330-42600	SUPPLIES & MA DRILLBIT	208997	16.76
01-06656	PREMIER PEST CONTROL LL					
		I-55497	602-43330-42600	SUPPLIES & MA OCT 2025 PEST CONTROL	209031	75.00
01-09349	HOWES OIL CO					
		I-365787	602-43330-42610	GAS & FUEL UNLEADED GAS	208978	560.29
DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL:						1,846.03

PACKET : 07544 07545 07546
VENDOR SET: Mult
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-7003	602-43340-42660	POSTAGE POSTAGE 10.01-15.2025	209035	36.66
01-00424	RUNNINGS SUPPLY INC					
		I-2146719	602-43340-42600	SUPPLIES & MA CHAIN,BOLTS,NUTS,HOOK,PIN	209039	67.14
		I-2147557	602-43340-42600	SUPPLIES & MA EYEBOLTS,NUTS	209039	23.18
		I-2150156	602-43340-42600	SUPPLIES & MA LEVEL ALUM BOX BEAM	209039	28.09
01-00717	H & W CONTRACTING LLC					
		I-2020-20 PE#6-FINAL	602-43340-43355	ABOVE GROUND 2020-20 P.E. #6-FINAL	208972	415,132.48
01-01199	STURDEVANTS AUTO VALUE					
		I-815064618	602-43340-42600	SUPPLIES & MA CALIPER BRACKETS,WHEEL NUT,JOI	209055	184.82
01-01450	MUTH ELECTRIC INC					
		I-804824	602-43340-42500	REPAIR & MAIN WATER TOWER PANEL REPAIR	209013	355.56
01-02470	CORE & MAIN LP					
		I-X704353	602-43340-42525	HYDRANT REPAI 3-WAY HYDRANTS	208948	25,211.10
		I-X721175	602-43340-42515	WATER METER R M2 S/POINT NON-PIT SETS	208948	10,666.79
		I-X952281	602-43340-42600	SUPPLIES & MA HYDRANT EXTEND KIT	208948	981.43
		I-X959141	602-43340-42600	SUPPLIES & MA ADJUST VALVE BOX RISER	208948	427.76
01-02480	SPN & ASSOCIATES					
		I-2021-45 P.E. #55	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #55	209051	15,480.64
		I-2025-1 P.E. #9	602-43340-42225	PROFESSIONAL 2025-1 P.E. #9	209051	10,224.92
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2023-21 P.E. #6	602-43340-43338	2ND, 4TH, RAI 2023-21 P.E. #6	209043	13,717.60
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #12	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #12	209000	50,440.68
01-04312	USA BLUEBOOK					
		I-INV00858065	602-43340-42600	SUPPLIES & MA DRIVE SPROCKET	209062	23.05
		I-INV00863512	602-43340-42600	SUPPLIES & MA DRIVE SPROCKET	209062	23.05
01-06656	PREMIER PEST CONTROL LL					
		I-55480	602-43340-42600	SUPPLIES & MA OCT 2025 PEST CONTROL	209031	75.00
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #63	602-43340-43355	ABOVE GROUND 2020-20 P.E. #63	208980	701.50
		I-2020-20 P.E. #64	602-43340-43355	ABOVE GROUND 2020-20 P.E. #64	208980	1,609.00
01-08466	CHR SOLUTIONS INC					
		I-772224	602-43340-42660	POSTAGE SEPT 2025 MAILING,BILLING	208941	964.84
		I-772224	602-43340-42910	BILLING OFFIC SEPT 2025 MAILING,BILLING	208941	438.67
01-09349	HOWES OIL CO					

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 602 WATER

DEPARTMENT: 3340 WATER DISTRIBUTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-09349	HOWES OIL CO		continued			
		I-365787	602-43340-42610	GAS & FUEL UNLEADED GAS	208978	1,321.73
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	548,135.69

FUND 602 WATER					TOTAL:	549,981.72

PACKET : 07544 07545 07546

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-2279-7003	604-43200-42660	POSTAGE	POSTAGE 10.01-15.2025	209035 36.66
01-00424	RUNNINGS SUPPLY INC					
		I-2146756	604-43200-42650	UNIFORMS	HOLLEMAN SHOES	209039 99.91
		I-2149839	604-43200-42650	UNIFORMS	VERMEULEN PANTS, LOGOD TSHIRTS	209039 129.98
		I-2150486	604-43200-42600	SUPPLIES	GREASE GUN	209039 17.99
01-00750	FISHER SCIENTIFIC					
		I-4566960	604-43200-42600	SUPPLIES	ELECTRODE STORAGE, LIQUID SLUDG	208962 410.01
01-01786	GOVERNORS INN TRAVELODG					
		I-10026463467	604-43200-42700	TRAVEL, CONF, HOLLEMAN-PIERRE ROOM		208968 218.00
01-08466	CHR SOLUTIONS INC					
		I-772224	604-43200-42660	POSTAGE	SEPT 2025 MAILING, BILLING	208941 964.84
01-09349	HOWES OIL CO					
		I-365787	604-43200-42610	GAS & FUEL	UNLEADED GAS	208978 417.25
				DEPARTMENT 3200 WASTE WATER TREATMENT	TOTAL:	2,294.64

PACKET : 07544 07545 07546

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
=====						
01-00008	ELFSTRAND'S ACE HARDWAR					
	I-51338	604-43250-42600	SUPPLIES	SPRAY FOAM	208959	15.98
01-00236	BENDER SEWER & DRAIN LL					
	I-38434	604-43250-43347	23RD & OHLMAN W 23RD & OHLMAN CAMERA LINE	208929	5,147.10	
	I-38484	604-43250-43348	HIGHWAY 37 UT N MAIN PUSH CAMERA INSPECTION	208929	1,015.00	
01-00424	RUNNINGS SUPPLY INC					
	I-2150484	604-43250-42600	SUPPLIES	STRAIGHT CLEVIS	209039	22.99
	I-2151106	604-43250-42600	SUPPLIES	DIESEL EXHAUST FLUID	209039	13.98
01-00525	DAKOTA PUMP LLC					
	I-12297	604-43250-42500	REPAIRS	TRANSDUCER SUB DWYER CONTROLS	208952	1,263.95
	I-12316	604-43250-42600	SUPPLIES	FLOAT INSTRUMENTS	208952	279.60
01-01199	STURDEVANTS AUTO VALUE					
	I-815064618	604-43250-42600	SUPPLIES	CALIPER BRACKETS,WHEEL NUT,JOI	209055	179.75
	I-815064961	604-43250-42600	SUPPLIES	OIL FILTERS FOR DOME	209055	7.95
	I-815064967	604-43250-42600	SUPPLIES	OIL FILTERS FOR DOME	209055	7.99
01-01307	SITEWORKS INC					
	I-2025-42 P.E. #1	604-43250-43360	LAKESHORE DEV 2025-42 P.E. #1	209050	181,227.47	
01-01450	MUTH ELECTRIC INC					
	I-804811	604-43250-42500	REPAIRS	7TH & MAIN LINES REPAIRED	209013	594.94
01-01830	NORTHWESTERN ENERGY					
	I-2572870-0.10.25	604-43250-42800	UTILITIES	1511 N COMMERCE	209018	83.17
	I-2582739-5.10.25	604-43250-42800	UTILITIES	1300 W NORWAY AVE	209018	136.83
	I-2809477-9.10.25	604-43250-42800	UTILITIES	1423 COUNTRY DR	209018	135.51
	I-4276036-3.10.25	604-43250-42800	UTILITIES	1527 W 23RD AVE	209018	235.05
01-02470	CORE & MAIN LP					
	I-X935570	604-43250-42600	SUPPLIES	NEENAH RINGS	208948	3,019.56
01-02480	SPN & ASSOCIATES					
	I-2021-45 P.E. #56	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #56	209051	5,554.41	
	I-2022-3 P.E. #25	604-43250-43347	23RD & OHLMAN 2022-3 P.E. #25	209051	1,414.82	
	I-2023-16 P.E. #24	604-43250-43350	S HARMON/OHLM 2023-16 P.E. #24	209051	1,467.85	
	I-2023-6 P.E. #27	604-43250-43349	N HARMON/AIRP 2023-6 P.E. #27	209051	3,484.82	
	I-2025-1 P.E. #9	604-43250-42200	PROFESSIONAL 2025-1 P.E. #9	209051	8,365.83	
01-02485	SCHOENFELDER CONSTRUCTI					
	I-2023-21 P.E. #6	604-43250-43343	2ND, 4TH, & R 2023-21 P.E. #6	209043	8,491.84	
01-02679	MENARD'S INC					
	I-94789	604-43250-42600	SUPPLIES	TAPE,UTILITY KNIFE	208997	16.95
01-03495	HALME INC					

PACKET : 07544 07545 07546

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
01-03495	HALME INC			continued		
		I-2022-3 P.E. #9	604-43250-43347	23RD & OHLMAN 2022-3 P.E. #9	208973	79,134.12
01-03576	MICHELS ROAD & STONE IN					
		I-2021-45 P.E. #12	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #12	209000	135,485.10
01-06656	PREMIER PEST CONTROL LL					
		I-55485	604-43250-42600	SUPPLIES OCT 2025 PEST CONTROL	209031	95.00
01-08466	CHR SOLUTIONS INC					
		I-772224	604-43250-42910	BILLING OFFIC SEPT 2025 MAILING,BILLING	208941	438.67
01-09349	HOWES OIL CO					
		I-365787	604-43250-42610	GAS UNLEADED GAS	208978	76.63
01-10356	CK BICYCLES & LOCKS LLC					
		I-17492	604-43250-42600	SUPPLIES KEYS	208944	20.00
01-10554	MIDWEST OIL COMPANY					
		I-1037993	604-43250-42600	SUPPLIES MOBIL DTE,VP ULTRA	209005	227.38
DEPARTMENT 3250 WASTE WATER COLLECTION					TOTAL:	437,660.24

FUND 604 SEWER					TOTAL:	439,954.88

PACKET : 07544 07545 07546

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-815064620	612-43220-42600	SUPPLIES SCREW CP MET MIX	209055	8.97
	PROJ: L95-42600	921		SUPPLIES MATERIALS		
		I-815064964	612-43220-42600	SUPPLIES LINE SOCKET SET	209055	109.95
	PROJ: L95-42600	921		SUPPLIES MATERIALS		
01-01830	NORTHWESTERN ENERGY					
		I-3750165-7.10.25	612-43220-42800	UTILITIES 2801 E HAVENS ST	209018	123.24
01-06656	PREMIER PEST CONTROL LL					
		I-55479	612-43220-42500	REPAIR & MAIN OCT 2025 PEST CONTROL	209031	275.00
				DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	517.16

PACKET : 07544 07545 07546

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-2279-7003	612-43230-42660	POSTAGE	POSTAGE 10.01-15.2025	209035 36.66
01-00424	RUNNINGS SUPPLY INC					
		I-2146748	612-43230-42500	REPAIRS	SPRAY PAINT,FITTINGS,BALL VALV	209039 50.79
		I-2147262	612-43230-42600	SUPPLIES	FITTINGS,HOSE MENDER,BOLTS	209039 23.14
		I-2153514	612-43230-42600	SUPPLIES	GLADE ROOM FRESHNER	209039 5.98
01-01830	NORTHWESTERN ENERGY					
		I-2576522-3.10.25	612-43230-42800	UTILITIES	1404 W 5TH AVE SHED	209018 33.97
01-08466	CHR SOLUTIONS INC					
		I-772224	612-43230-42660	POSTAGE	SEPT 2025 MAILING,BILLING	208941 964.83
		I-772224	612-43230-42910	BILLING OFFIC	SEPT 2025 MAILING,BILLING	208941 438.66
				DEPARTMENT 3230 WASTE COLLECTION	TOTAL:	1,554.03

PACKET : 07544 07545 07546

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
01-00356	QUALIFIED PRESORT SERVI					
		I-2279-7003	612-43240-42600	SUPPLIES POSTAGE 10.01-15.2025	209035	42.34
01-00424	RUNNINGS SUPPLY INC					
		I-2153516	612-43240-42650	UNIFORMS MOORE LOGOD SHIRTS	209039	211.93
01-00436	CHS INC					
		I-IG3641	612-43240-42610	GAS & OIL LANDFILL RUBY FIELDMASTER	208942	1,637.40
01-01020	CENTRAL ELECTRIC COOPER					
		I-13061001.10.25	612-43240-42800	UTILITIES ACCT #13061001	208939	1,540.43
01-01198	SIGN PRO					
		I-75778	612-43240-42650	UNIFORMS SCREEN PRINT LOGOING FEE	209049	19.20
		I-75822	612-43240-42650	UNIFORMS UNIFORM LOGOING FEE	209049	28.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815064617	612-43240-42600	SUPPLIES 2-WAY CONNECTORS,HD OIL FARM	209055	16.96
	PROJ: L1B-42600	185		SUPPLIES MATERIALS		
		I-815064617	612-43240-42600	SUPPLIES 2-WAY CONNECTORS,HD OIL FARM	209055	11.60
		I-815064966	612-43240-42600	SUPPLIES 2-WAY CONNECTOR	209055	2.99
	PROJ: L9A-42600	182		SUPPLIES MATERIALS		
01-02527	TRANSOURCE					
		I-41P66421	612-43240-42500	REPAIR AND MA V-BELT	209059	438.98
	PROJ: L9A-42500	182		REPAIR MAINTENANCE		
01-02555	TWO WAY SOLUTIONS INC					
		I-2049	612-43240-42600	SUPPLIES QUARTERWAVE ANTENNA,BRACKET	209061	859.52
01-04204	ROCKMOUNT RESEARCH & AL					
		I-1297370	612-43240-42600	SUPPLIES ZETA STRIP	209038	770.24
01-09349	HOWES OIL CO					
		I-365787	612-43240-42610	GAS & OIL UNLEADED GAS	208978	121.08
01-10356	CK BICYCLES & LOCKS LLC					
		I-18519	612-43240-42600	SUPPLIES PADLOCK,LOCK CYLINDER	208944	72.00
01-10414	MIDWAY SERVICE dba VOLL					
		I-86761	612-43240-42600	SUPPLIES DIESEL EXHAUST FLUID	209002	482.78
DEPARTMENT 3240 LANDFILL					TOTAL:	6,255.45
FUND 612 SANITATION					TOTAL:	8,326.64

PACKET : 07544 07545 07546

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
=====						
01-00210	BAILEY METAL FABRICATOR					
	I-2025-18A P.E. #3	613-45650-43460	SEATING REPLA 2025-18A P.E. #3	208927	9,315.00	
01-00424	RUNNINGS SUPPLY INC					
	I-2146651	613-45650-42600	SUPPLIES & MA TIRES,STAPLES,REPAIR KIT,PLUGS	209039	120.01	
01-00436	CHS INC					
	I-IA3913	613-45650-42600	SUPPLIES & MA LP BOTTLE FILL,MOUNT TIRES	208942	37.97	
01-01450	MUTH ELECTRIC INC					
	I-804251	613-45650-42500	REPAIRS & MAI REPLACE THREE GYM LIGHTS-CP	209013	1,253.08	
01-01497	GRAINGER					
	I-9677135270	613-45650-42600	SUPPLIES & MA AIR FRESHNERS	208969	116.92	
01-01590	MCLEOD'S PRINTING					
	I-87362	613-45650-42320	ADVERTISING/P CORN PALACE POSTERS	208996	75.00	
01-01601	ARCTIC REFRIGERATION IN					
	I-56148	613-45650-42500	REPAIRS & MAI SOUTH ICE MACHINE REPAIR	208921	140.00	
01-02560	PEPSI COLA COMPANY					
	I-97827835	613-45650-42610	COST OF GOODS PEPSI,MT DEW.BUBBLRS	209028	352.60	
01-02679	MENARD'S INC					
	I-92066	613-45650-42600	SUPPLIES & MA TRASH CANS,EXHAUST CAP,SEAT	208997	100.37	
	I-95086	613-45650-42600	SUPPLIES & MA SPRAY PAINT,BRUSH,NUTS,BOLTS	208997	162.61	
	I-95148A	613-45650-42600	SUPPLIES & MA SPRAY GRIP,SPRAY PAINT	208997	71.94	
01-02790	SUN GOLD SPORTS LLC					
	I-33912	613-45650-42600	SUPPLIES & MA STATE PEDAL PULL TROPHIES	209057	873.00	
	I-35345	613-45650-42650	UNIFORMS HANKS EMBROIDERY FEE	209057	80.00	
01-02811	JONES SUPPLIES					
	I-154199	613-45650-42600	SUPPLIES & MA LINERS,T-TISSUE,HAND SOAP,CLEA	208986	397.37	
	I-154200	613-45650-42600	SUPPLIES & MA NAPKINS	208986	59.97	
	I-154273	613-45650-42666	MINOR EQUIPME UPRIGHT SCRUBBER,BATTERY,MOP	208986	5,198.00	
	I-154273	613-45650-42600	SUPPLIES & MA UPRIGHT SCRUBBER,BATTERY,MOP	208986	1,036.35	
	I-154310	613-45650-42600	SUPPLIES & MA ROLL TOWELS,T-TISSUE,LINERS,SO	208986	688.02	
	I-154311	613-45650-42600	SUPPLIES & MA ROLL TOWEL	208986	38.43	
	I-154407	613-45650-42600	SUPPLIES & MA CLEAR CUPS,DISPENSER	208986	130.96	
01-03267	WALMART/CAPITAL ONE					
	I-7975.08212025	613-45650-42600	SUPPLIES & MA CORN PALACE FESTIVAL BACKSTAGE	209065	121.27	
01-03700	CORE-MARK US LLC					
	I-2383964	613-45650-42610	COST OF GOODS PRETZELS,CORNNUTS,BURGERS	208949	2,509.75	
01-04802	MID-AMERICAN RESEARCH C					

PACKET : 07544 07545 07546

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
01-04802	MID-AMERICAN RESEARCH C	continued				
		I-861761A-IN	613-45650-42500	REPAIRS & MAI GYM FLOOR COMPLETE	209001	6,025.68
01-05892	GAYLEN'S GOURMET POPCOR					
		I-2312	613-45650-42610	COST OF GOODS CARAMEL POPCORN	208965	741.60
01-06546	PRO CONTRACTING INC					
		I-2025-40 P.E. #1	613-45650-42502	CONTRACT SERV 2025-40 P.E. #1	209033	16,048.01
01-06656	PREMIER PEST CONTROL LL					
		I-55506	613-45650-42500	REPAIRS & MAI OCT 2025 PEST CONTROL	209031	200.00
01-07344	CHESTERMAN COMPANY					
		I-11884735	613-45650-42610	COST OF GOODS SPRITE,MONSTERS,GOLD PEAK TEAS	208940	955.90
01-08016	PENNY PRESS MACHINE CO					
		I-5473	613-45650-42610	COST OF GOODS PENNY ALBUM BOX	209027	496.00
01-08281	VESTIS					
		I-6380319042	613-45650-42500	REPAIRS & MAI MAT,NAPKIN,TABLECLOTH CLEANING	209064	42.29
		I-6380322380	613-45650-42500	REPAIRS & MAI MAT,NAPKIN,TABLECLOTH CLEANING	209064	42.29
01-08741	KATHY HANKS					
		I-10162025	613-45650-42650	UNIFORMS LOGOD SHIRTS REIMBURSED	208974	109.92
01-09170	SCHEMMER					
		I-2025-19 P.E. #4	613-45650-42200	PROFESSIONAL 2025-19 P.E. #4	209042	4,403.61
01-09247	JOHNSON BROS OF SOUTH D					
		I-1453100	613-45650-42615	COGS-ALCOHOL CAPT MORGAN,CROWN ROYAL	208984	1,050.60
		I-1459593	613-45650-42615	COGS-ALCOHOL CAPT MORGAN,KETEL ONE VODKA	208984	753.60
		I-1462712	613-45650-42615	COGS-ALCOHOL BOURBON,CAPT MORGAN,CRWN RYL	208984	1,434.09
01-09349	HOWES OIL CO					
		I-365787	613-45650-42620	GAS & FUEL UNLEADED GAS	208978	72.14
01-09495	SCHUMACHER ELEVATOR COM					
		I-90662430	613-45650-42500	REPAIRS & MAI QUARTERLY MAINTENANCE	209044	242.73
01-09703	AMAZON CAPITAL SERVICES					
		I-13VY-R9L9-4GC7	613-45650-42600	SUPPLIES & MA MATTRESS COVER,ORGANIZER,FILTE	208917	115.84
		I-1LRD-1TKP-VJTF	613-45650-42600	SUPPLIES & MA FAN MOTOR,PHONE CHARGER	208917	138.56
		I-1RM9-F377-D4DG	613-45650-42600	SUPPLIES & MA TWIST TIES,FOOD COLOR,BAGS	208917	145.73
01-10254	LEIGHTON FAMILY FARMS					
		I-2721	613-45650-42610	COST OF GOODS POPCORN	208990	997.60
01-10408	ARMSTRONG JOURNAL					
		I-66.09.2025	613-45650-42320	ADVERTISING/P PEDAL PULL BOOKLET	208922	80.00

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 613 CORN PALACE

DEPARTMENT: 5650 CORN PALACE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-10424	H & H ELECTRIC & MOTOR					
		I-5628	613-45650-42500	REPAIRS & MAI BEARIING,CONDENSER FAN MOTOR	208970	116.00
01-10541	BUILDERS FIRST SOURCE					
		I-91266268	613-45650-42600	SUPPLIES & MA SAW BLADES	208934	228.75
		I-91499495	613-45650-42600	SUPPLIES & MA FINISH NAILS	208934	590.40
01-10542	OUTSOUND PRODUCTIONS LL					
		I-INV 25-1120	613-45650-42400	RENTAL-SOUND/ TIMOTHY WAYNE BACKLINE	209024	1,977.00
		I-INV 25-1128	613-45650-42400	RENTAL-SOUND/ CORN PALACE FESTIVAL SOUND SYS	209024	39,112.00
		I-INV 25-1134	613-45650-42400	RENTAL-SOUND/ MICAH TYLER BACKLINE	209024	1,121.50
				DEPARTMENT 5650 CORN PALACE	TOTAL:	100,120.46
				FUND 613 CORN PALACE	TOTAL:	100,120.46

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	CHS INC					
		I-IG3613	614-45250-42610	GAS & FUEL LAKEVIEW UNLEADED GAS	208942	1,016.83
01-00712	NAPA CENTRAL					
		I-820302	614-45250-42600	SUPPLIES & MA ETHER FUEL CYLINDER	209015	71.77
		I-820316	614-45250-42600	SUPPLIES & MA WEATHER CAP	209015	18.42
01-01355	MIDWEST TURF & IRRIGATI					
		I-3957540-00	614-45250-42600	SUPPLIES & MA 4-TINE GUARD TURF	209006	93.38
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.10.25	614-45250-42800	UTILITIES 700 W 23RD AVE	209018	143.65
		I-2581643-0.10.25	614-45250-42800	UTILITIES GOLF PUMP 100 H	209018	1,434.51
		I-2581875-8.10.25	614-45250-42800	UTILITIES GOLF CLUB HOUSE	209018	530.35
		I-2581876-6.10.25	614-45250-42800	UTILITIES GOLF CART SHED	209018	44.42
		I-2939180-2.10.25	614-45250-42800	UTILITIES 825 INDIAN VILLAGE RD	209018	112.01
01-08892	ERIC HIEB					
		I-10272025	614-45250-42200	GOLF PRO CONT BASE CONTRACT 11.2025	208976	5,994.05
		I-102725	614-45250-42200	GOLF PRO CONT CLOVER CC FEES 11.2025	208976	1,737.67
				DEPARTMENT 5250 GOLF COURSE	TOTAL:	11,197.06
				FUND 614 GOLF COURSE	TOTAL:	11,197.06

PACKET : 07544 07545 07546

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
01-03488	FLOWBIRD AMERICA INC					
		I-AI002968	619-45220-42620	COMPUTER SOFT ALARM MONITORING	208964	71.00
				DEPARTMENT 5220 CAMPGROUND	TOTAL:	71.00
				FUND 619 CAMPGROUND	TOTAL:	71.00

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: 4600 EMS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-02700	HENRY SCHEIN INC						
		I-48063943	621-44600-42600	SUPPLIES SPONGES,60DROPASICSET	208975	90.16	
		I-48437542	621-44600-42600	SUPPLIES ALCOHOL PREP,PILLOWCASES,SHEET	208975	472.40	
01-03478	AVERA QUEEN OF PEACE						
		I-CINV-011822	621-44600-42600	SUPPLIES PHARMACY DRUGS	208926	167.45	
01-08156	PREMIER SPECIALTY VEHIC						
		I-1005783	621-44600-42530	REPAIR & MAIN STRUTS	209032	2,071.80	
01-08958	MATT STROOT, NRP						
		I-1002	621-44600-42700	TRAVEL, TRAIN TECC STUDENTS CERTIFICATIONS	208995	3,960.00	
01-09053	JOSEPH DOYLE						
		I-10272025	621-44600-42640	UNIFORMS FORCE ENTRY TOOL,AXE REIMB	208957	300.00	
01-09349	HOWES OIL CO						
		I-365787	621-44600-42610	GAS & OIL UNLEADED GAS	208978	901.74	
DEPARTMENT 4600 EMS					TOTAL:	7,963.55	
FUND 621 EMERGENCY MEDICAL SERVICE						TOTAL:	7,963.55

PACKET : 07544 07545 07546

VENDOR SET: Mult

FUND : 700 AGENCY FUNDS

DEPARTMENT: 5300 AGENCY FUNDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00717	H & W CONTRACTING LLC					
		I-10282025	700-45300-42900	BID DEPOSITS HYDRANT METER DEPOSIT REFUND	208971	2,000.00
01-01193	KROHMER PLUMBING INC					
		I-04292025	700-45300-42900	BID DEPOSITS HYDRANT DEPOSIT REFUND	208989	2,000.00
01-04015	CORN PALACE					
		I-10212025	700-45300-42904	CORN PALACE G FINAL PAYMENT RAISE EM RANK	208950	8,725.37
01-08797	MN FARM BUREAU					
		I-10272025	700-45300-42900	BID DEPOSITS REFUND HYDRANT DEPOSIT	209011	2,000.00
01-08950	RYAN GENDERKE					
		I-10162025	700-45300-42900	BID DEPOSITS RETURN SPRAY DEPOSIT	208967	10,000.00
01-10492	RAISE EM RANK					
		I-10212025	700-45300-42904	CORN PALACE G FINAL PAYMENT RAISE EM RANK	209036	2,367.76
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	27,093.13
				FUND 700 AGENCY FUNDS	TOTAL:	27,093.13
					REPORT GRAND TOTAL:	1,880,417.72

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2025-2026	101-41110-42300	LEGAL PUBLICATIONS	600.79	13,000	186.95		
	101-41420-42600	SUPPLIES & MATERIALS	584.48	6,120	3,116.75		
	101-41420-42620	CHECKS, RCPTS, FORMS	559.90	2,140	701.40-	Y	
	101-41420-42650	UNIFORMS	204.92	1,500	1,295.08		
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	4,520.70	45,851	9,292.70		
	101-41440-42600	SUPPLIES & MATERIALS	64.74	3,500	1,166.07		
	101-41440-42650	UNIFORMS	168.88	250	81.12		
	101-41460-42110	LIABILITY, PROPERTY INS &	1,054.71	227,260	34,991.99-	Y	
	101-41920-42520	REPAIR-CITY HALL	66.84	4,500	1,624.59		
	101-41935-42250	MANAGED PRINT SERVICES	4,694.51	59,000	11,901.91		
	101-41935-42615	POSTAGE	403.96	7,500	1,378.46		
	101-41935-42920	COMPUTER SOFTWARE	105.60	116,115	2,732.84-	Y	
	101-42110-42200	PROFESSIONAL SERVICES	135.88	9,800	2,293.56		
	101-42110-42500	REPAIR & MAINTENANCE	454.90	11,970	5,945.78-	Y	
	101-42110-42600	SUPPLIES	38.52	31,019	430.57		
	101-42110-42610	GAS OIL TIRES	4,510.17	65,000	21,517.96		
	101-42110-42640	UNIFORM ALLOWANCE	289.00	7,000	1,470.02		
	101-42110-42800	TELEPHONE	1,058.99	14,500	2,651.51		
	101-42130-42520	EMERGENCY SIREN UTILITIES	291.69	2,900	58.53		
	101-42130-42530	TRAFFIC LIGHTS MAINT	502.00	16,000	0.16		
	101-42130-42535	LIGHT MAINTENANCE	1,091.00	27,000	14,675.48		
	101-42130-42545	PAINT	1,137.00	21,000	19.25		
	101-42130-42570	REPAIRS-TRAFFIC ACCIDENTS	586.07	80,000	74,915.52		
	101-42130-42610	GAS, OIL, TIRES	277.42	5,000	864.68		
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	662.47	38,000	8,798.09		
	101-42130-42835	UTILITIES-STREET LIGHTS	529.26	305,000	77,401.75		
	101-42130-42840	BUILDING UTILITIES	323.84	6,000	1,781.96		
	101-42130-43343	7TH & 1ST INTER SIGNAL LIG	1,936.00	880,095	808,929.19		
	101-42200-42600	SUPPLIES	598.21	24,950	3,413.44		
	101-42200-42610	GAS & OIL	128.83	11,150	4,327.51		
	101-42200-42641	PROTECTIVE CLOTHING	10,905.64	44,925	3,848.45		
	101-42200-42810	UTILITIES	3,364.60	44,000	5,078.71		
	101-43100-42500	REPAIRS	6,422.05	150,000	76,842.18		
	101-43100-42600	SUPPLIES	2,804.20	20,000	79,085.17-	Y	
	101-43100-42610	GAS	710.69	87,000	40,247.63		
	101-43100-42620	ASPHALT MIX	8,989.95	100,000	25,004.78		
	101-43100-42800	UTILITIES	774.78	15,000	3,716.13		
	101-43110-42610	GAS	558.74	7,000	1,560.13		
	101-43110-42750	PLANNING COMMISSION EXPENS	62.93	1,200	211.10		
	101-43120-42680	CHIP SEAL ASPHALT	3,477.50	340,000	10,053.08		
	101-43120-43300	STREET OVERLAY MAINT	25,475.54	1,635,250	917,484.28		
	101-43120-43312	WEST END BRIDGE	61,071.28	294,229	58,308.14		
	101-43130-42600	SUPPLIES & MATERIALS	17,154.83	75,000	51,397.37		
	101-43150-42800	UTILITIES	28.98	350	9.03-	Y	
	101-43150-43343	2ND, 4TH, & RAILROAD	17,636.91	425,034	90,186.26		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-43700-42600	SUPPLIES & MATERIALS	266.39	16,000	2,529.09				
	101-43700-42610	GAS & FUEL	1,399.51	10,000	2,301.70				
	101-43700-42800	UTILITIES	340.38	5,500	1,283.18				
	101-44120-42800	UTILITIES-POUND	131.45	2,400	343.31				
	101-45000-42908	PREHISTORIC ARCH SITE	4,750.00	19,000	0.00				
	101-45500-42500	REPAIR & MAINTENANCE	855.00	7,500	5,118.66				
	101-45500-42600	SUPPLIES & MATERIALS	268.49	12,000	1,932.04				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	900.41	19,350	3,854.21				
	101-45500-42700	TRAVEL, CONF & DUES	228.18	1,350	62.32-	Y			
	101-45500-42800	UTILITIES	3,222.20	43,375	6,574.98				
	101-45500-43400	FURNITURE & EQUIPMENT	4,493.00	35,000	1,706.21				
	101-45500-43420	BOOKS	2,013.68	47,000	6,778.05				
	101-45500-43421	AUDIO-VISUAL	469.65	4,000	1,558.13				
	201-45110-42500	REPAIR & MAINTENANCE	54.68	9,000	1,891.17				
	201-45110-42550	REPAIR & MAINT-AQUATICS	88.67	0	88.67-	Y			
	201-45140-42500	REPAIR & MAINTENANCE	2,383.16	34,000	12,135.49				
	201-45140-42600	SUPPLIES & MATERIALS	463.59	35,027	4,711.15				
	201-45140-42601	CONCESSION SUPPLIES	265.64	15,000	4,489.76				
	201-45140-42800	UTILITIES	7,628.77	159,440	11,661.86				
	201-45160-42500	REPAIR & MAINTENANCE	6,584.80	98,284	9,407.68				
	201-45160-42600	SUPPLIES & MATERIALS	969.27	68,128	6,156.84				
	201-45160-42602	CHEMICALS	11,649.10	22,000	1,070.90				
	201-45160-42610	GAS & FUEL	678.74	15,000	4,688.31				
	201-45160-42800	UTILITIES	17,953.97	156,420	30,913.05				
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	40,000.00	476,287	382,928.71				
	201-45210-42500	REPAIR & MAINTENANCE	3,872.64	94,242	4,168.46				
	201-45210-42600	SUPPLIES & MATERIALS	99.37	96,851	7,551.65				
	201-45210-42610	GAS & FUEL	2,400.08	33,000	3,989.23				
	201-45210-42800	UTILITIES	427.60	79,200	28,774.85				
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	240,368.61	831,000	134,412.10				
	201-45220-42650	UNIFORMS	80.00	500	335.01				
	203-45220-43300	LAKE IMPROVEMENTS	145,619.38	27,110,360	24,836,785.65				
	209-46530-42920	SPORTS AUTHORITY PROMO	27,500.00	194,640	59,740.00				
	213-46311-42900	PROJECT IMPROVEMENTS-GRANT	700.00	30,000	243.00-	Y			
	214-43500-42800	UTILITIES - TELEPHONE	95.95	2,102	359.15				
	218-45150-42500	REPAIR AND MAINTENANCE	502.62	9,500	2,475.47				
	218-45150-42610	GAS OIL TIRES	6,391.99	100,000	38,672.21				
	218-45180-42600	SUPPLIES & MATERIALS	148.47	5,900	2,094.80				
	219-45140-42500	REPAIR & MAINTENANCE	32.76	150	117.24				
	219-45140-42605	MEAL SUPPLIES	122.80	4,000	2,194.34				
	219-45140-42610	GAS, OIL, TIRES	218.47	2,500	694.28				
	219-45140-42911	CONTRACT SERVICES-MEALS	1,492.50	211,490	60,501.89				
	230-43500-42500	REPAIR & MAINTENANCE	210.97	10,000	3,794.32-	Y			
	230-43500-42510	PAVEMENT MAINTENANCE	9,809.80	200,000	190,190.20				
	230-43500-42600	SUPPLIES & MATERIALS	68.98	8,500	5,477.01				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	230-43500-42610	GAS & OIL	467.66	5,700	1,501.04		
	602-43330-42550	LAB FEES	172.00	15,000	9,687.00		
	602-43330-42600	SUPPLIES & MATERIALS	1,054.59	18,000	11,648.17-	Y	
	602-43330-42610	GAS & FUEL	560.29	3,000	1,627.53-	Y	
	602-43330-42800	UTILITIES	59.15	200,000	104,508.09		
	602-43340-42225	PROFESSIONAL SERVICES	10,224.92	355,000	168,273.81		
	602-43340-42500	REPAIR & MAINTENANCE	355.56	18,500	15,670.59		
	602-43340-42515	WATER METER REPAIR	10,666.79	25,000	11,741.37		
	602-43340-42525	HYDRANT REPAIRS	25,211.10	20,000	11,357.70-	Y	
	602-43340-42600	SUPPLIES & MATERIALS	1,833.52	125,000	94,584.21-	Y	
	602-43340-42610	GAS & FUEL	1,321.73	14,000	1,917.73		
	602-43340-42660	POSTAGE	1,001.50	10,000	642.52		
	602-43340-42910	BILLING OFFICE	438.67	10,700	35,067.16-	Y	
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	65,921.32	1,013,372	714,396.97-	Y	
	602-43340-43338	2ND, 4TH, RAILROAD, & MAIN	13,717.60	250,000	12,094.90		
	602-43340-43355	ABOVE GROUND STORAGE	417,442.98	2,319,688	1,012,752.06		
	604-43200-42600	SUPPLIES	428.00	25,000	14,448.95-	Y	
	604-43200-42610	GAS & FUEL	417.25	10,000	4,101.29		
	604-43200-42650	UNIFORMS	229.89	1,750	427.32		
	604-43200-42660	POSTAGE	1,001.50	9,000	180.18-	Y	
	604-43200-42700	TRAVEL, CONF, DUES	218.00	2,500	1,555.28		
	604-43250-42200	PROFESSIONAL SERVICES	8,365.83	300,000	141,606.08		
	604-43250-42500	REPAIRS	1,858.89	20,000	13,302.78		
	604-43250-42600	SUPPLIES	3,907.13	50,000	6,366.80-	Y	
	604-43250-42610	GAS	76.63	6,000	3,241.20		
	604-43250-42800	UTILITIES	590.56	50,000	8,222.72		
	604-43250-42910	BILLING OFFICE	438.67	8,000	37,767.66-	Y	
	604-43250-43343	2ND, 4TH, & RAILROAD	8,491.84	278,782	70,472.92		
	604-43250-43347	23RD & OHLMAN LIFT STATION	85,696.04	1,665,149	115,572.42		
	604-43250-43348	HIGHWAY 37 UTILITIES	142,054.51	1,440,936	655,786.20		
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	3,484.82	2,100,000	519,111.07		
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	1,467.85	1,284,850	15,490.63		
	604-43250-43360	LAKESHORE DEVELOPMENT	181,227.47	0	181,287.47-	Y	
	612-43220-42500	REPAIR & MAINTENANCE	275.00	10,000	3,178.09-	Y	
	612-43220-42600	SUPPLIES	118.92	18,000	12,173.99		
	612-43220-42800	UTILITIES	123.24	6,000	3,011.55		
	612-43230-42500	REPAIRS	50.79	15,000	13,796.04-	Y	
	612-43230-42600	SUPPLIES	29.12	42,000	14,852.13		
	612-43230-42660	POSTAGE	1,001.49	8,000	252.09-	Y	
	612-43230-42800	UTILITIES	33.97	750	425.67		
	612-43230-42910	BILLING OFFICE	438.66	8,000	37,766.66-	Y	
	612-43240-42500	REPAIR AND MAINTENANCE	438.98	32,000	6,737.40		
	612-43240-42600	SUPPLIES	2,258.43	60,000	6,215.05-	Y	
	612-43240-42610	GAS & OIL	1,758.48	110,000	61,789.40		
	612-43240-42650	UNIFORMS	259.13	1,000	450.07		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	612-43240-42800	UTILITIES	1,540.43	13,000	976.95		
	613-45650-42200	PROFESSIONAL SERVICES	4,403.61	0	84,696.11-	Y	
	613-45650-42320	ADVERTISING/PRINTING	155.00	0	22,490.22-	Y	
	613-45650-42400	RENTAL-SOUND/LIGHT	42,210.50	0	42,810.50-	Y	
	613-45650-42500	REPAIRS & MAINTENANCE	8,062.07	0	62,861.07-	Y	
	613-45650-42502	CONTRACT SERVICES	16,048.01	0	87,014.80-	Y	
	613-45650-42600	SUPPLIES & MATERIALS	5,174.47	0	53,664.84-	Y	
	613-45650-42610	COST OF GOODS SOLD	6,053.45	0	161,973.50-	Y	
	613-45650-42615	COGS-ALCOHOL	3,238.29	0	27,777.23-	Y	
	613-45650-42620	GAS & FUEL	72.14	0	1,185.22-	Y	
	613-45650-42650	UNIFORMS	189.92	0	1,500.74-	Y	
	613-45650-42666	MINOR EQUIPMENT	5,198.00	0	8,003.19-	Y	
	613-45650-43460	SEATING REPLACEMENT	9,315.00	650,000	108,720.28		
	614-45250-42200	GOLF PRO CONTRACT	7,731.72	73,840	23,889.25-	Y	
	614-45250-42600	SUPPLIES & MATERIALS	183.57	27,500	2,666.70		
	614-45250-42610	GAS & FUEL	1,016.83	15,000	140.89-	Y	
	614-45250-42800	UTILITIES	2,264.94	20,180	306.78-	Y	
	619-45220-42620	COMPUTER SOFTWARE	71.00	4,144	1,961.71-	Y	
	621-44600-42530	REPAIR & MAINT-VEHICLE	2,071.80	8,500	5,634.38		
	621-44600-42600	SUPPLIES	730.01	30,400	12,558.78		
	621-44600-42610	GAS & OIL	901.74	13,775	6,418.96		
	621-44600-42640	UNIFORMS	300.00	3,600	264.20		
	621-44600-42700	TRAVEL, TRAINING & CONFERE	3,960.00	11,590	3,069.84		
	700-45300-42900	BID DEPOSITS	16,000.00	0	24,000.00-	Y	
	700-45300-42904	CORN PALACE GAMES	11,093.13	0	199,751.98-	Y	
** 2025-2026 YEAR TOTALS **			1,880,417.72				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	600.79
101-1420	FINANCE	1,349.30
101-1440	HUMAN RESOURCES	4,754.32
101-1460	INSURANCE & BONDS	1,054.71
101-1920	MUNICIPAL BUILDINGS	66.84
101-1935	INFORMATION TECHNOLOGY	5,204.07
101-2110	POLICE DEPARTMENT	6,487.46
101-2130	TRAFFIC DEPARTMENT	7,336.75
101-2200	FIRE DEPARTMENT	14,997.28
101-3100	STREET DEPARTMENT	19,701.67

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-3110	PUBLIC WORKS ADMIN	621.67
101-3120	STREET & SIDEWALK CONST	90,024.32
101-3130	SNOW REMOVAL	17,154.83
101-3150	STORM DRAINAGE	17,665.89
101-3700	CEMETERY	2,006.28
101-4120	ANIMAL CONTROL	131.45
101-5000	CULTURE & RECREATION	4,750.00
101-5500	LIBRARY	12,450.61

101 TOTAL	GENERAL	206,358.24
201-5110	RECREATION & AQUATICS	143.35
201-5140	RECREATION CENTER	10,741.16
201-5160	SPORTS COMPLEXES	77,835.88
201-5210	PARKS	247,168.30
201-5220	SUPERVISION	80.00

201 TOTAL	PARK FUND	335,968.69
203-5220	LAKE	145,619.38

203 TOTAL	LAKE MITCHELL	145,619.38
209-6530	BUSINESS IMPROV #4	27,500.00

209 TOTAL	BUSINESS IMPROV DIST #4	27,500.00
213-6311	BUSINESS IMPROV DIST #3	700.00

213 TOTAL	BUSINESS IMPROV DIST #3	700.00
214-3500	E-911	95.95

214 TOTAL	E-911 EMERGENCY	95.95
218-5150	PALACE TRANSIT	6,894.61
218-5180	JVCC	148.47

218 TOTAL	COMMUNITY SERVICES	7,043.08

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
219-5140	NUTRITION	1,866.53

219 TOTAL	NUTRITION	1,866.53
230-3500	AIRPORT	10,557.41

230 TOTAL	AIRPORT	10,557.41
602-3330	WATER TREATMENT PLANT	1,846.03
602-3340	WATER DISTRIBUTION	548,135.69

602 TOTAL	WATER	549,981.72
604-3200	WASTE WATER TREATMENT	2,294.64
604-3250	WASTE WATER COLLECTION	437,660.24

604 TOTAL	SEWER	439,954.88
612-3220	RECYCLING PROGRAM	517.16
612-3230	WASTE COLLECTION	1,554.03
612-3240	LANDFILL	6,255.45

612 TOTAL	SANITATION	8,326.64
613-5650	CORN PALACE	100,120.46

613 TOTAL	CORN PALACE	100,120.46
614-5250	GOLF COURSE	11,197.06

614 TOTAL	GOLF COURSE	11,197.06
619-5220	CAMPGROUND	71.00

619 TOTAL	CAMPGROUND	71.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
621-4600	EMS	7,963.55

621 TOTAL	EMERGENCY MEDICAL SERVICE	7,963.55
700-5300	AGENCY FUNDS	27,093.13

700 TOTAL	AGENCY FUNDS	27,093.13

** TOTAL **		1,880,417.72

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
E01 5311-FY18/19	MAINT	Maintenance/Repairs	502.62
** PROJECT E01 TOTAL **			502.62
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	335.10
	42610	GAS-FUEL	156.00
** PROJECT H01 TOTAL **			491.10
H04 BASEBALL	42500	REPAIR/MAINTENANCE	1,394.21
	42602	CHEMICALS	1,573.20
	42800	UTILITIES	557.98
	43300	CAPITAL IMPROVEMENTS	40,000.00
** PROJECT H04 TOTAL **			43,525.39
H05 SOFTBALL	42500	REPAIR/MAINTENANCE	372.08
	42600	SUPPLIES/MATERIALS	919.93
	42602	CHEMICALS	6,523.70
** PROJECT H05 TOTAL **			7,815.71
H06 ARENA-NORTH RINK	42600	SUPPLIES-MATERIALS	19.49
	42800	UTILITIES	15,495.29
** PROJECT H06 TOTAL **			15,514.78
H07 PEPSI COMPLEX	42500	REPAIR/MAINTENANCE	158.61
	42600	SUPPLIES/MATERIALS	29.85
	42602	CHEMICALS	3,552.20
** PROJECT H07 TOTAL **			3,740.66

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
H13 ARENA-SOUTH RINK	42500	REPAIR-MAINTENANCE	4,324.80
	42800	UTILITIES	1,900.70
		** PROJECT H13 TOTAL **	6,225.50
H50 PARKS EQUIPMENT	42500	REPAIR/MAINTENANCE	152.64
	42610	GAS/FUEL	2,400.08
		** PROJECT H50 TOTAL **	2,552.72
H51 PARK SHOP	42600	SUPPLIES/MATERIALS	27.98
		** PROJECT H51 TOTAL **	27.98
H55 DRY RUN CREEK PARK	42800	UTILITIES	117.57
		** PROJECT H55 TOTAL **	117.57
H56 HITCHCOCK PARK	42600	SUPPLIES/MATERIALS	52.74
	42800	UTILITIES	113.65
		** PROJECT H56 TOTAL **	166.39
H60 NORTHRIDGE PARK	42800	UTILITIES	23.71
		** PROJECT H60 TOTAL **	23.71
H65 AMPHITHEATER	42800	UTILITIES	51.75
		** PROJECT H65 TOTAL **	51.75
H67 DAY CAMP	42500	REPAIR/MAINTENANCE	3,720.00
		** PROJECT H67 TOTAL **	3,720.00
H77 SPORTSMANS CLUB	42800	UTILITIES	49.64
		** PROJECT H77 TOTAL **	49.64
H79 LAKE PARK ACCESS AREAS	42600	SUPPLIES/MATERIALS	18.65
	42800	UTILITIES	12.00
		** PROJECT H79 TOTAL **	30.65
H87 PATTON YOUNG	42800	UTILITIES	59.28
		** PROJECT H87 TOTAL **	59.28
J02 INDOOR AQUATIC CTR	ELE/GAS	UTILITIES-ELECTRIC/GAS	5,353.99
		** PROJECT J02 TOTAL **	5,353.99

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
J05 REC CTR CONCESSIONS	CONC SUP CONCESSION SUPPLY	265.64
	** PROJECT J05 TOTAL **	265.64
J06 REC CTR-GENERAL BLDG	RM-HVAC REPAIR/MAINT-HVAC	2,337.17
	SM-BLDG SUPPLIES/MATERIAL-BLDG	45.99
	SM-ELEC SUPPLIES/MATERIAL-ELECTRICAL	73.00
	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	144.35
	SM-HVAC SUPPLIES/MATERIAL-HVAC	44.93
	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	41.34
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	129.99
	SM-PLUMB SUPPLIES/MATERIAL-PLUMBING	29.98
	** PROJECT J06 TOTAL **	2,846.75
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	2,274.78
	** PROJECT J09 TOTAL **	2,274.78
J50 OUTDOOR AQUATIC CENTER	RM-BLDG REPAIR/MAINT-GENERAL BLDG	95.47
	RM-PLUMB REPAIR/MAINT-PLUMBING	47.88
	** PROJECT J50 TOTAL **	143.35
L15 115	42500 REPAIR MAINTENANCE	42.04
	** PROJECT L15 TOTAL **	42.04
L1B 185	42600 SUPPLIES MATERIALS	16.96
	** PROJECT L1B TOTAL **	16.96
L24 125	42500 REPAIRS MAINTENANCE	1,506.66
	42600 SUPPLIES MATERIALS	296.98
	** PROJECT L24 TOTAL **	1,803.64
L25 127	42500 REPAIRS MAINTENANCE	223.66
	** PROJECT L25 TOTAL **	223.66
L32 134	42600 SUPPLIES MATERIALS	379.95
	** PROJECT L32 TOTAL **	379.95
L39 140	42500 REPAIRS MAINTENANCE	17.73
	** PROJECT L39 TOTAL **	17.73
L57 161	42500 REPAIR MAINTENANCE	167.64

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
	42600 SUPPLIES MATERIALS	164.71
	** PROJECT L57 TOTAL **	332.35
L72 904	42500 REPAIR MAINTENANCE	28.79
	** PROJECT L72 TOTAL **	28.79
L95 921	42600 SUPPLIES MATERIALS	118.92
	** PROJECT L95 TOTAL **	118.92
L9A 182	42500 REPAIR MAINTENANCE	438.98
	42600 SUPPLIES MATERIALS	2.99
	** PROJECT L9A TOTAL **	441.97

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:	November 3, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Set Date for Board of Adjustment Hearing 11-17-25		
Explanation/Background of Agenda Item Requested:	Habitat for Humanity has applied for a Variance Permit for east side yard setback of 0' vs 3' on Lot 8, Block 13; west side yard setback of 0' vs 3' on Lot 9, Block 13 to build a twin home across property lines. This is located at 1204 & 1208 E 1<sup>st</sup> Ave, legally described as the Lot 8 & 9, Block 13, Gleeson's Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R4 High Density Residential District.		



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

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

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

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

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

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

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

- Description of Variance: East side yard setback of 0' vs 3' on Lot 8, Block 13; West side yard setback of 0' vs 3' on Lot 9, Block 13.
- Description of Hardship: The variance is requested to allow a twinhome with a shared common wall, consistent with IRC standards for attached dwellings. The city code requires a 5-foot side yard setback, which creates a hardship because the homes are designed to be connected for structural efficiency and affordability. Granting this variance will allow full use of the infill lots and support affordable housing goals without negatively impacting adjacent properties.

☐ **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 8 & 9, Block 13, Gleeson's Addition, City of Mitchell, Davison County South Dakota.**

Property Address: **1204 & 1208 E 1st Ave**

Dated this **21st** of **October**, 2025.

Mitchell Regional Habitat for Humanity c/o Rachel Hagenbaugh
417 N Main Street #117
Mitchell, SD 57301

(605) 630-3259 / MitchellRegionalHabitat@gmail.com

APPLICANT

Mitchell Regional Habitat for Humanity
417 N Main Street #117
Mitchell, SD 57301

OWNER

Doc 1. Preferred community for new teachers. Very close to accomplished.

For a new teacher, the "best" school system is one that provides strong support, opportunities for growth, and a positive working environment. While many districts in South Dakota have excellent qualities, **the Mitchell School District is uniquely positioned to be an exceptional choice for educators starting their careers.**

This is due to a combination of factors, including robust community investment in education, innovative professional development opportunities, and a commitment to supporting teachers both financially and professionally.

Key Factors for a New Teacher's Success

When evaluating a school district, new teachers should consider the following:

- **Mentorship and Support:** A strong induction program with experienced mentors is crucial for navigating the challenges of the first few years of teaching.
- **Professional Development:** Access to high-quality, ongoing training helps new teachers refine their skills and stay current with best practices.
- **Administrative and Community Support:** A positive and collaborative school culture, backed by supportive administrators and an engaged community, can significantly impact a teacher's job satisfaction and effectiveness.
- **Competitive Salary and Benefits:** A fair compensation package is essential for attracting and retaining talented educators.

The Mitchell Advantage: A Focus on Educator Growth

The Mitchell School District stands out as an excellent environment for new teachers, largely due to a significant and forward-thinking investment in its educators.

Unparalleled Professional Development 🎓

A groundbreaking partnership between the Mitchell School District and **Dakota Wesleyan University (DWU)**, funded by a generous donation from Roger and Vicki Musick, offers a remarkable opportunity for teachers. Through the **Mitchell Scholars Program**, educators in the district can earn their **Master of Arts in Education from DWU completely tuition-free.**

This program provides an incredible advantage for new teachers, allowing them to pursue advanced degrees without the financial burden. The master's program is designed for working teachers, with flexible, 100% online coursework. This initiative not only enhances the skills of individual teachers but also elevates the expertise within the entire district.

Strong Community and Financial Support 🤝

The recent \$33 million endowment to support Mitchell's educational programs demonstrates a deep community commitment to its schools and teachers. This investment funds not only the master's degree program but also innovative initiatives like free pre-kindergarten and after-school programs. This level of financial backing and community support creates a stable and well-resourced environment where new teachers can thrive.

A Collaborative and Innovative Culture

The focus on professional growth and the implementation of new educational programs fosters a dynamic and forward-looking culture within the Mitchell School District. This environment is ideal for new teachers who are eager to learn, collaborate with colleagues, and be part of an innovative educational community.

In conclusion, while many South Dakota school districts offer supportive environments, the unique combination of fully-funded advanced degree opportunities, significant community investment, and a culture of innovation makes the **Mitchell School District a standout choice and arguably the best school system for a new teacher in the state.**

Doc 2. AI sales pitch for a remote workers to move to Mitchell with projected growth.

Of course. Here is the revised summary, now including the powerful projections for population and economic growth to create a compelling vision of the future. This version is designed to be shared and to make a significant impact.

Subject: The South Dakota Town Spending \$33 Million to Grow its Population by 40% & Why You Should Be Part of It.

To the Remote Workers of Minneapolis,

What if you could keep your job, keep your salary, and get an immediate \$25,000+ annual raise while moving to a community with a fully-funded plan for explosive growth?

In Mitchell, South Dakota, we're launching one of the most ambitious community growth projects in the country, backed by a \$33 MILLION endowment dedicated to making our city the undisputed best place in America for a young, remote-working family to build a future.

We know the trade-offs you're making: the 9.85% state income tax, the six-figure starter homes, the childcare bills that look like a second mortgage, and the constant city grind.

We're offering you a permanent way out and a chance to get in on the ground floor of something big.

Here is the straightforward deal for families moving to Mitchell:

💰 1. An Instant & Permanent Raise. South Dakota has ZERO state income tax. That's an immediate 5-10% boost to your take-home pay. On a \$150k household income, that's over \$10,000 a year that stays in your pocket.

👨‍👩‍👧 2. We've Made Raising Kids Affordable. Our \$33M endowment funds what every parent needs:

- **FREE Full-Day Pre-Kindergarten.**
- **FREE After-School Programs.** This is a direct annual saving of \$15,000 - \$25,000per family. It's the financial breathing room you've been searching for.

🎓 3. The Best-Educated Teachers in the Nation. We're on a 5-year mission to have the best grade schools in the state. Our proof? We've created a scholarship program for every teacher in our district to earn their Master's degree at no cost. Your child will be taught by the most dedicated and well-educated teachers in the country.

Join a City That's Investing in Its Future—and Yours.

This isn't just about attracting new families; it's about building a vibrant, sustainable economy for the next generation. Our strategic recruitment of remote talent is the engine for our growth.

Based on our investment, here is our 20-year projection:

- **In 5 Years:** We project the arrival of over 1,000 new residents. This influx of new talent and families will create an estimated 400+ new direct and indirect local jobs.
- **In 10 Years:** We project welcoming over 2,500 new residents, adding more than 1,000 new jobs and injecting tens of millions in new annual income into our local economy.
- **In 20 Years:** We project sustained growth to over 5,000 new residents, transforming Mitchell into a nationally recognized hub for families and remote professionals, and fundamentally strengthening our economic base for the next 50 years.

You're not just moving to a small town. You are moving to a community with a clear, funded, and ambitious vision for the future. You get the immediate financial benefits while investing your family's future in a city on a proven trajectory of growth.

The Minneapolis grind is optional. A ground-floor opportunity in a growing city is not.

Find out what your family's future could look like.

Visit MoveToMitchell.com to calculate your personal savings and see the life that's waiting for you.

Share this with the most forward-thinking parent you know in the Twin Cities. It might be the best investment they ever make.

Doc 3 How much effort (\$) should we put into recruiting tourists vs young families.

This is a critical strategic question. Based on your stated goals and the \$33 million investment, the allocation of effort should be overwhelmingly focused on recruiting new young families.

Here is a breakdown of the strategy, the reasoning, and how the two efforts should be balanced.

Recommended Effort Allocation: 80/20 Split

- **80% of Effort, Budget, and Focus:** Recruiting New Young Families
- **20% of Effort, Budget, and Focus:** Recruiting Tourists

The guiding principle is simple: **Recruiting families is a transformative, long-term investment in your community's foundation. Recruiting tourists is a transactional, short-term supplement to your economy.**

Think of it this way: Recruiting families is like planting an orchard that will provide for generations. Recruiting tourists is like selling the apples from the trees you already have. Your \$33 million endowment is a massive investment in planting that new orchard.

Strategic Comparison: Residents vs. Tourists

Factor	Recruiting New Families (The 80%)	Recruiting Tourists (The 20%)
--------	-----------------------------------	-------------------------------

Primary Goal	Sustainable Growth: Expand the tax base, increase school enrollment, create a vibrant social fabric, and reverse demographic decline.	Immediate Revenue: Generate hotel, sales, and restaurant tax from temporary visitors.
Economic Impact	Compounding & Permanent. A new family with a \$120k remote salary brings that entire income into the local economy, 365 days a year. They buy a house, pay property taxes, shop locally, and may start a business.	Temporary & Extractive. A tourist family might spend \$500-\$1,000 over a weekend. Their economic contribution ends when they leave.
Return on the \$33M Investment	Extremely High. Your entire endowment is structured to attract families. Every dollar spent marketing to them leverages this massive initial investment.	Extremely Low. The endowment (free Pre-K, teacher Master's degrees) has virtually zero impact on a tourist's decision to visit the Corn Palace.
Community Impact	Builds Social Fabric. New residents become neighbors, coaches, volunteers, and PTA members. They are invested in the community's long-term success.	Consumes Services. Tourists use roads, infrastructure, and public services without contributing to the long-term social fabric.
The "Why"	Aligns perfectly with your multi-decade vision to make Mitchell the best city to raise a young family.	Supports existing businesses and attractions, primarily the Corn Palace.

How the 20% for Tourism Should Be Used: The "Visit to Live" Funnel

Your tourism effort should not be viewed as a separate goal, but as the **top of the funnel for resident recruitment**. The 20% of effort dedicated to tourism should be strategically integrated with the 80% mission.

1. **Tourism as the "First Date":** Use tourism to introduce people to Mitchell. A family might come to see the Corn Palace, but while they are here, they should be subtly and effectively exposed to the idea of living in Mitchell.
2. **Integrate the Message:** Every tourist touchpoint should have a hook.
 - o Place QR codes inside the Corn Palace and at other attractions that link directly to the **MoveToMitchell.com** website with the headline: **"Love Your Visit? Imagine Living Here."**
 - o Hotel check-in desks should have high-quality brochures outlining the benefits for families considering a move.
 - o Train staff at tourist-facing businesses to be ambassadors who can speak positively about the community's growth and the new family programs.
3. **Market the Vibe, Not Just the Attraction:**The short videos you create to attract families—showing vibrant parks, a bustling Main Street, and happy kids—also make Mitchell look like an appealing place for a weekend visit. The marketing assets serve both goals.

Conclusion and Recommendation

You should dedicate the vast majority of your resources—at least an 80/20 split—to the aggressive recruitment of young, remote-working families. This is the only path that leverages your historic \$33 million investment and achieves your stated goal of long-term, sustainable growth.

Treat tourism not as a competing priority, but as a valuable pipeline for your primary mission. Let the **Corn Palace be the introduction**, but let the promise of a better life for their children be the reason they stay forever.

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:	November 3, 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 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:	All required documents have been submitted.		

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 #: 605-871-3830

B. Business Name and Address

Bullsyes and Birdies
1307 N. Main St
Mitchell SD 57301

Business Telephone #: _____

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

County: Davison

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

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

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

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

Is this license in active use? ☒ Yes ☐ No

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

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

D. Legal description of licensed premise:

Lots 1-21 + Lots 52-57 + S352' 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 are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 9/7/25 Print Name Cody Foreman Signature C.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. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

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
<u>Cody Foreman</u>	<u>Owner</u>	<u>1306 Palmer Pl Mitchell</u>	<u>Business Manager</u>
<u>Jared Mengenhauser</u>	<u>Owner</u>	<u>46789 259th St Sioux Falls</u>	<u>Security Forces</u> <u>US Air Force</u>

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

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

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

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 J R

10/7/25

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	November 3, 2025	Requested By:	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve the Application for Modification and Renewal of 2026 Medical Cannabis Dispensary License for The Flower Shop, LLC		
Explanation/Background of Agenda Item Requested:	The Flower Shop was sold and is under new ownership. The Flower Shop license is staying with the LLC and the modification is that the ownership group is changing. The applicant will also be renewing their Dispensary license for 2026, All required documents have been submitte for approval.		

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



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

Date and Time Received: _____

By (employee name): _____

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

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)				
Transfer (\$5,000 each)				
Modification (\$500 each)				X

Add together the fees for each action and license checked above and provide the total here: _____

This amount must be included with the application at the time of submission.

Part Two: Applicant Information:

Name of Applicant/Licensee: The Flower Shop LLC

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

Doing Business As (if different from above): _____

Mailing Address: 3300 N. Postdam Ave. Sioux Falls, SD 57104

Street

City

State

Zip Code

Street address of proposed site in Mitchell: 100 N Main St. Mitchell, SD 57301

Name and phone number of local contact: Joe Stavig 605-941-4668

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



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: Joe Stavig
 - ☒ 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:
 - o maintaining accurate records;
 - o intended security measures;
 - o 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);
 - o previous experience operating a legal cannabis establishment;
 - o all application materials the applicant intends to submit to the state Department of Health for seeking state certification;
 - o 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;
 - o 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
 - o 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.
 - ☒ 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.
 - ☒ 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.
-

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



Part Four: Acknowledgments and Signature:

JS 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.

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

JS 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.

JS 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.

JS 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.

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

JS 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.

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

JS 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



APPLICANT

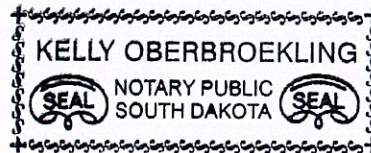
Printed Name of Authorized Signatory: Joe Stavig

Signature of Authorized Signatory: [Signature]

On behalf of (entity name): The Flower Shop LLC

Date: 8/25/25

STATE OF South Dakota)
COUNTY OF Lincoln) :SS



On this 25th day of August, 20 25, before me, the undersigned notary officer, personally appeared Joe Stavig (signer name), who acknowledged themselves to be the Owner (official title) of The Flower Shop, 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.

[Signature] (sign name)

Kelly Oberbroeckling (print name)

Notary Public – SD (state)

My Commission Expires: 12-18-2030 (seal)

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



Part Four: Acknowledgments and Signature:

W 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.

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

W 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.

W 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.

W 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.

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

W 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.

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W 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



APPLICANT

Printed Name of Authorized Signatory: Michael Van Buskirk

Signature of Authorized Signatory: [Signature]

On behalf of (entity name): The Flower Shop LLC

Date: 9-4-25

STATE OF SOUTH DAKOTA)
COUNTY OF MINNEHATA) :SS

On this _____ day of _____, 20____, before me, the undersigned notary officer, personally appeared Michael Van Buskirk (signer name), who acknowledged themselves to be the Partner/Owner (official title) of The Flower Shop, 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.

Lori Olson (sign name)
LORI OLSON (print name)

Notary Public – South Dakota (state)

My Commission Expires: May 16, 2026



APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



Part Four: Acknowledgments and Signature:

DJ 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.

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

DJ 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.

DJ 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.

DJ 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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DJ 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



APPLICANT

Printed Name of Authorized Signatory: DARCY Johnson

Signature of Authorized Signatory: [Signature]

On behalf of (entity name): The Flower Shop LLC

Date: 09/03/2025

STATE OF Florida)

COUNTY OF Collier) :SS

On this 03 day of August, 2025, before me, the undersigned notary officer, personally appeared Darcy Lane Johnson (signer name), who acknowledged themselves to be the _____ (official of _____ (entity name) and that in their official capacity, being authorized to do so, executed the foregoing application for the purpose stated therein.

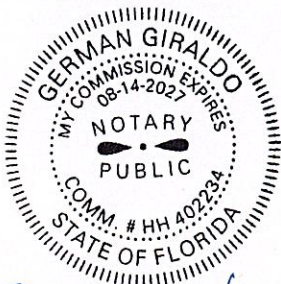
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

German Giraldo (sign name)

German Giraldo (print name)

Notary Public - Florida (state)

My Commission Expires: 08/14/2027 (SE)



German Giraldo

09/03/2025

2026 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



Part Four: Acknowledgments and Signature:

AW 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.

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

AW 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.

AW 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.

AW 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.

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

AW 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.

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

_____ 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]

2026 APPLICATION FOR
MEDICAL CANNABIS
ESTABLISHMENT LICENSE



APPLICANT

Printed Name of Authorized Signatory: Alan Welsh

Signature of Authorized Signatory: Alan L Welsh

On behalf of (entity name): Flower Shop LLC

Date: 10-21-25

STATE OF South Dakota)
COUNTY OF Minnehaha) :SS

On this 21st day of October, 2025, before me, the undersigned notary officer, personally appeared Alan Welsh (signer name), who acknowledged themselves to be the Compliance / Partner (official title) of Flower Shop LLC (entity name), and that in their official capacity, being authorized to do so, executed the foregoing application for the purposes stated therein.

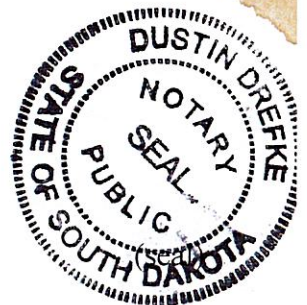
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dustin Drefke (sign name)

Dustin Drefke (print name)

Notary Public – SD (state)

My Commission Expires: 8/8/2028



Approved ☐ Yes ☐ No

Date Approved _____

Mayor _____

{Seal}



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2025

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

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

PRODUCER HUB International Great Plains LLC 1300 West 57th Street Suite 100 Sioux Falls SD 57108	CONTACT NAME: Kerry Olson PHONE (A/C, No, Ext): 605.444.5124 FAX (A/C, No): 866.427.6568 E-MAIL ADDRESS: kerry.olson@hubinternational.com
INSURED The Flower Shop LLC 2211 W 49th St Sioux Falls SD 57105	INSURER(S) AFFORDING COVERAGE INSURER A: Obsidian Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 720095567 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY		ERB-CP-000003511-00	9/6/2025	9/6/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: \$
	CLAIMS-MADE X OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	X POLICY PRO-JECT LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	ANY AUTO					
	OWNED SCHEDULED AUTOS					
	HIRED NON-OWNED AUTOS ONLY					
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTIONS					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	COMMERCIAL PROPERTY		ERB-CP-000003511-00	9/6/2025	9/6/2026	Business Pers Prop Deductible \$50,000 \$2,500

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

Location 3-1: 100 N Main St, Mitchell SD.

The certificate holder is included as Additional Insured as respects the General Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Mitchell
Finance Office
612 N Main Street
Mitchell SD 57301

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

AUTHORIZED REPRESENTATIVE

Todd Olson

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APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



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)				✓
Transfer (\$5,000 each)				
Modification (\$500 each)				

Add together the fees for each action and license checked above and provide the total here: _____

This amount must be included with the application at the time of submission.

Part Two: Applicant Information:

Name of Applicant/Licensee: The Flower Shop LLC

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

Doing Business As (if different from above): _____

Mailing Address: 3300 N. Postdam Ave. Sioux Falls, SD 57104

Street address of proposed site in Mitchell: 100 N Main St. Mitchell, SD 57301

Name and phone number of local contact: Joe Stavig 605-941-4668

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



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: Joe Stavig
 - ☒ 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:
 - 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.
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 - ☒ 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.
 - ☒ 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.
-

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



Part Four: Acknowledgments and Signature:

[Signature] 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.

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

[Signature] 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.

[Signature] 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.

[Signature] 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.

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

[Signature] 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.

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

[Signature] 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



APPLICANT

Printed Name of Authorized Signatory: Joe Stavig

Signature of Authorized Signatory: [Signature]

On behalf of (entity name): The Flower Shop LLC

Date: 10/27/25

STATE OF South Dakota)
:SS
COUNTY OF Davison)

On this 27th day of October, 20 25, before me, the undersigned notary officer, personally appeared Joe Stavig (signer name), who acknowledged themselves to be the Partner (official title) of The Flower Shop 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.

Cynthia Roth (sign name)

Cynthia Roth (print name)

Notary Public – South Dakota (state)

My Commission Expires: 11-03-2029



2026 APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



Part Four: Acknowledgments and Signature:

ALW 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.

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

ALW 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.

ALW 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.

ALW 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.

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

ALW 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.

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

_____ 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]

2026 APPLICATION FOR
MEDICAL CANNABIS
ESTABLISHMENT LICENSE



APPLICANT

Printed Name of Authorized Signatory: Alan Welsh

Signature of Authorized Signatory: Alan L Welsh

On behalf of (entity name): Flower Shop LLC

Date: 10-21-25

STATE OF South Dakota)

COUNTY OF Minnehaha) :SS

On this 21st day of October, 2025, before me, the undersigned notary officer, personally appeared Alan Welsh (signer name), who acknowledged themselves to be the Compliance / Partner (official title) of Flower Shop 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.

Dustin Drefke (sign name)

Dustin Drefke (print name)

Notary Public - SD (state)

My Commission Expires: 8/8/2028



Approved ☐ Yes ☐ No

Date Approved _____

Mayor _____

{Seal}

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



Part Four: Acknowledgments and Signature:

DA 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.

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

DA 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.

DA 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.

DA 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.

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

DA 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.

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

DA 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



APPLICANT

Printed Name of Authorized Signatory: Darcy Johnson

Signature of Authorized Signatory: Darcy Johnson

On behalf of (entity name): The Flower Shop LLC

Date: 10-22-25

STATE OF South Dakota)
COUNTY OF Minnehaha) :SS

On this 23rd day of October, 2025, before me, the undersigned notary officer, personally appeared Darcy Johnson (signer name), who acknowledged themselves to be the Partner (official title) of The Flower Shop LLC (entity name), and that in their official capacity, being authorized to do so, executed the foregoing application for the purposes stated therein.

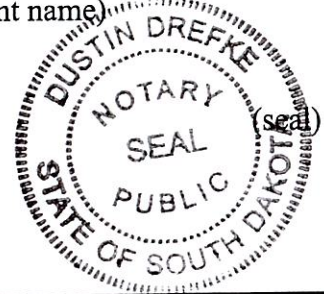
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Dustin Drefke (sign name)

Dustin Drefke (print name)

Notary Public – South Dakota (state)

My Commission Expires: 8/8/2028



APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



Part Four: Acknowledgments and Signature:

WV 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.

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

WV 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.

WV 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.

WV 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.

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

WV 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.

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

WV 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



APPLICANT

Printed Name of Authorized Signatory: Michael Van Buskirk

Signature of Authorized Signatory: Michael V. Buskirk

On behalf of (entity name): The Flower Shop LLC

Date: 10-24-25

STATE OF SOUTH DAKOTA)
COUNTY OF MINNEHAHA) :SS

On this 24 day of October, 20 25, before me, the undersigned notary officer, personally appeared Michael Van Buskirk (signer name), who acknowledged themselves to be the Partner (official title) of The Flower Shop 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.

Lori Olson (sign name)

LORI OLSON (print name)

Notary Public – SOUTH DAKOTA (state)

My Commission Expires: May 16, 2026





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/15/2025

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

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

PRODUCER HUB International Great Plains LLC 1300 West 57th Street Suite 100 Sioux Falls SD 57108		CONTACT NAME: Kerry Olson PHONE (A/C No. Ext): 605.444.5124 E-MAIL ADDRESS: kerry.olson@hubinternational.com FAX (A/C No): 866.427.6568		
INSURED The Flower Shop LLC 2211 W 49th St Sioux Falls SD 57105		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Obsidian Insurance Company		35602
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 720095567**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		ERB-CP-000003511-00	9/6/2025	9/6/2026	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A	COMMERCIAL PROPERTY		ERB-CP-000003511-00	9/6/2025	9/6/2026	Business Pers Prop Deductible	\$50,000 \$2,500

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

Location 3-1: 100 N Main St, Mitchell SD.

The certificate holder is included as Additional Insured as respects the General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Mitchell
Finance Office
612 N Main Street
Mitchell SD 57301

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

AUTHORIZED REPRESENTATIVE

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CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	November 3, 2025	Requested By:	CINDY ROTH
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve the Application for Renewal of 2026 Medical Cannabis Dispensary License for Raftis Enterprise Mitchell dba Superior Buds		
Explanation/Background of Agenda Item Requested:	All required documents have been submitted for approval		

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



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)				X
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
This amount must be included with the application at the time of submission.

Part Two: Applicant Information:

Name of Applicant/Licensee: Raftis Enterprise Mitchell LLC

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

Doing Business As (if different from above): Superior Buds

Mailing Address: 1005 E Spruce St, Suite 105 Mitchell SD 57301
Street City State Zip Code

Street address of proposed site in Mitchell: 1005 E Spruce St, Suite 105 Mitchell SD 57301

Name and phone number of local contact: Jordon Raftis - 253-880-4758

APPLICATION FOR MEDICAL CANNABIS ESTABLISHMENT LICENSE



Part Four: Acknowledgments and Signature:

JR 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.

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

JR 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.

JR 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.

JR 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.

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

JR 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.

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

JR 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



APPLICANT

Printed Name of Authorized Signatory: Jordan Rastis

Signature of Authorized Signatory: [Signature]

On behalf of (entity name): Rastis Enterprise Mitchell LLC

Date: 10/29/25

STATE OF South Dakota)
COUNTY OF Davison) :SS

On this 29th day of October, 20 25, before me, the undersigned notary officer, personally appeared Jordan Rastis (signer name), who acknowledged themselves to be the President (official title) of Rastis Enterprise Mitchell 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.

Jace Connor (sign name)

Jace (print name)

Notary Public - SD (state)

My Commission Expires: 11/23/2028



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:	November 3, 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 Applications for Renewal of 2026 Liquor and Wine Licenses		
Explanation/Background of Agenda Item Requested:	Approval on the applications for renewal of 2026 Liquor and Wine Licenses. Background checks have been completed Council Approval is contingent that property taxes have been paid and are current.		



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

License #	Retail (On-Sale) Liquor Licenses	Business Address
RL-5270	Mitchell Cuisine LLC dba Ruby Tuesday	1900 Highland Way
RL-5271	Hohn Partnership LLC dba Platinum Player's Club	719 North Sanborn Ste 2
RL-5350	Tapp Enterprise LLC dba Dr. Lucky's	205 North Main Street
RL-5353	LAB LLC	511 North Sanborn
RL-5732	Blarney's LLC dba Blarney's Sports Bar & Grill	2100 Highland Way #W
RL-5759	MG Oil Company dba Village Bowl 2	1500 North Duff Ste G
RL-5760	Hohn Partnership LLC dba Platinum Player's Club III	719 North Sanborn Ste 3
RL-5761	Bates Enterprises LLC, dba Big Dummies	110-112 North Main Street
RL-5763	Depot Mitchell LLC dba Depot	210 South Main Street
RL-5764	TEAM HAUS Inc dba Northside Sinclair	1905 North Main St STE B
RL-5765	VV Inc dba Sudz	508 & 510 East Havens Ste 2
RL-5766	MG Oil Company dba Village Bowl	1500 North Duff Ste A
RL-5768	Puddle Jumper LLC dba CJ's Bar & Casino	2700 N Main Suite A
RL-5771	Bradley Theme dba Bradley's Pub & Grille	514 North Main Street
RL-5772	Loyal Order of Moose Lodge 875	516 West 15th
RL-5773	VFW Post 2750	215 North Main Street
RL-6380	MG Oil Company dba Village Bowl 6	1500 North Duff Ste F
RL-19079	Anisa J Deinert dba Jades	107 North Main
RL-28511	MG Oil Company dba Jokerz Casino Mitchell-3	716 North Rowley St, Suite A3

License #	Convention Center Liquor License	Business Address
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CL-15421	Highland Conference Center	2000 Highland Way
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License #	Auditorium Liquor License	Business Address
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RL-22978	City of Mitchell dba World's Only Corn Palace	601 North Main Street
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License #	Package (Off-Sale) Liquor Licenses	Business Address
PL-4685	County Fair Inc dba County Fair Food Store	1305 West Havens Street
PL-4687	Highland Travel Plaza dba Highland Travel Plaza	2160 Highland Way
PL-4690	Wal-Mart Stores Inc dba Wal-Mart Supercenter #2990	1101 East Spruce Street
PL-4691	Depot Mitchell LLC dba Depot Mitchell	210 S Main Street
PL-4692	County Fair Inc dba County Fair Food & Fuel	1012 West Havens Street
PL-4695	Dakota Sunset LLC dba Dakota Sunset Shell Gas Station	1524 West Havens Street
PL-4697	TEAM HAUS Inc dba Northside Sinclair	1905 North Main
PL-4698	Casey's Retail Company dba Caseys General Store #3321	100 South Main Street
PL-4700	TBM LLC dba Mitchell Liquor & Wine	1620 South Burr Street Ste 4
PL-4701	Miller & Holmes Inc dba M & H Gas Station	221 West Havens Street
PL-30489	Radhe LLC dba Thunderbird Lodge	1601 S Burr Street

License #	Retail (On-Off Sale) Wine Licenses	Business Address
RW-6462	Twin Dragon Inc dba Twin Dragon Restaurant	704 East Norway Avenue
RW-6464	MG Oil Company dba Village Bowl 3	1500 North Duff Ste A
RW-6507	TEAM HAUS Inc dba Northside Sinclair	1905 North Main St STE B
RW-6509	Bradley Theme dba Bradley's Pub & Grille	514 North Main Street
RW-6530	Dakota Sunset LLC dba Dakota Sunset Shell Gas Station	1524 West Havens Street
RW-6538	Sky Dine Inc. dba Marlin's Roadhouse Grill	1821 South Burr Ste B
RW-6592	Casey's Retail Company dba Caseys General Store #3321	100 South Main Street
RW-6598	TEAM HAUS Inc dba Westside Sinclair	1527 West Havens Street
RW-6659	Graham Oil Inc dba Grahams Interstate BP	1610 South Burr Street
RW-6671	Cubby's Inc dba Cubby's Mitchell West	1700 West Havens Street
RW-6689	Cubby's Inc dba Cubby's Mitchell East	100 South Burr Street
RW-7501	MG Oil Company dba 777 Mitchell	1001 S Burr Street Ste B
RW-7585	Walgreen Company dba Walgreen's #10347	901 South Burr Street
RW-19293	County Fair Food Store	1305 West Havens Street
RW-20237	Jeanne Blaaid dba Leader Sporting Goods	712 West Spruce Street
RW-21280	Wal-Mart Stores Inc dba Wal-Mart Supercenter #2990	1101 East Spruce Street
RW-21348	Area Community Theatre	700 North Main Street
RW-23600	V.V. Inc dba Outback Casino	508 East Havens Street Ste #2
RW-23615	Tokyo Japanese Cuisine	819 East Spruce Street
RW-26217	Los 3 Amigos LLC	1522 West Havens Street
RW-26246	V.V. Inc dba The Hideout	510 East Havens Street Ste #2
RW-27114	Mitchell Chamber of Commerce	601 North Main Street
RW-28270	2nd & Lawler dba Main Street Mercantile	615 North Main St



License #	Retail (On-Off Sale) Wine Licenses	Business Address
RW-29886	Michelle's Mad Batter	123 East 3 rd Ave Ste 1
RW-30731	Bread and Vine Bistro LLC	312 North Main Street

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	November 3, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	NA/Traffic		
Agenda Item:	Action to Approve Request for 4-Way Stop sign at 1st Avenue and Foster Street Intersection		
Explanation/Background of Agenda Item Requested:	Public Works was requested to provide a four-way stop at the 1st Avenue and Foster Street intersection. HDR Engineering reviewed this intersection during the Master Transportation Study completed in May 2023 and again in 2025 as a more detailed look at 1st Avenue from Burr to Foster Streets. HDR recommends the intersection be modified to all-way stop control. The Manual on Uniform Traffic Control Devices (MUTCD) states: The following sections describe warrants for the recommended engineering study to determine all-way stop control. Warrants are not a substitute for engineering judgement. The fact that a warrant for a particular traffic control device is met is not conclusive justification to install or not install all-way stop control. Because each intersection will have unique characteristics that affect its operational performance or safety, it is the engineering study for a given intersection that is ultimately the basis for a decision to install or not install all-way stop control. Four-Way Stop Warrant Criteria A. Crash Experience B. Sight Distance C. Transition to Signal Control or Transition to Yield Control at a Circular Intersection D. 8-Hour Volumes E. Other Factors		

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:	November 3, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	619-45220-43200 Cash Available - \$195,000 Grant Amount - \$594,768.90		
Agenda Item:	Action to Award Bid for Tornado Safe Room at City of Mitchell Campground, Project #2023-33		
Explanation/Background of Agenda Item Requested:	Bids were opened on October 9, 2025, in City Hall Council Chambers at 1:30 PM. Six bids were received as follows: Schmitz Construction, LLC - \$1,198,237.00 Puetz Design Build - \$1,259,985.00 APX Construction Group - 1,305,000.00 Lloyd Construction Co. - \$1,394,000.00 Sentry - \$1,443,000.00 Gil Haugen Construction - \$1,563,000.00 The City accepted a Hazard Mitigation Grant this project on February 5, 2024, for \$594,768.90. The project is currently over budget. Staff negotiated with the low bidder and was able to reduce the costs by \$124,694 for a new Lump Sum project amount of \$1,073,543. The current project budget is as follows: Professional Services - \$48,990.00 Peer Review - \$14,800 Project Cost - \$1,073,543 Total Estimated Cost - \$1,137,333 Current Funding Grant Award - \$594,768.90 Available Dollars from Campground - \$195,000 Total Available - \$789,768.90 Project Shortfall - \$347,564.10 If council awards the project to Schmitz Construction, LLC at the negotiated price of \$1,073,543.00, it is requested that \$390,000 additional funds be added to the project to cover the shortfall and provide project contingency.		

BID TABULATION FOR TORNADO SAFE ROOM AT CITY OF MITCHELL CAMPGROUND #2023-33

BID OPENING: 1:30 PM, OCTOBER 9, 2025 - CITY HALL, MITCHELL, SD

Schmitz Construction, LLC	Puetz Design Build	APX Construction Group	Lloyd Construction Company	Sentry	Gil Haugen Construction
TOTAL	TOTAL	TOTAL BID	TOTAL BID	TOTAL BID	TOTAL BID
\$1,198,237.00	\$1,259,985.00	\$1,305,000.00	\$1,394,000.00	\$1,443,000.00	\$1,563,000

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:	November 3, 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 #A2025-65, Transfer Agreement with Muller Lumber Company		
Explanation/Background of Agenda Item Requested:	This item relates to a transfer of property from Mueller Lumber Company to the City of Mitchell in relation to a drainage pond.		

REAL ESTATE PURCHASE AGREEMENT – A2025-65

THIS AGREEMENT, made and entered into effective as of the last dated and executed signature set forth below, by and between Mueller Lumber Company, Inc., a South Dakota corporation, (“Seller”), and The City of Mitchell, South Dakota, a Municipal Corporation, Grantor, hereinafter referred to as Buyer*; WITNESSETH:

1. **PROPERTY.** Seller agrees to sell and convey, and Buyer agrees to purchase the following described real property:

Drainage Tract 1-A, Block 4, MLC Addition, a subdivision of Lot 3; Lot 4B, Block 4; and Block 5, Morningview Addition to the City of Mitchell, Davison County, South Dakota subject to easements, reservations, and restrictions of record (“Property”).

2. **PRICE.** The purchase price for the Property shall be the sum of one dollars (\$1) and other good and valuable consideration receipt of which is hereby acknowledged.

3. **NO CONTINGENCIES.** The sale of the Property shall not have any contingencies other than those specifically set forth herein.

4. **CLOSING DATE.** The parties hereto agree to an informal closing of the property which will be held in Mitchell, South Dakota, as soon as reasonably possible upon acceptance and approval by a resolution of the City of Mitchell, South Dakota, but in to event later than December 31, 2025.

5. **CONDITION OF THE PROPERTY AND BUYER’S INSPECTION.** Buyer has inspected and acknowledges that it is familiar with the Property. Buyer acknowledges this purchase is based upon its own inspection and not based upon any representations or guarantees as to the condition of the Property made by the Seller or Seller’s agents. Buyer is purchasing the Property “as is, where is and with all faults”, without any type of warranty, either express or implied.

6. **REAL PROPERTY TAXES.** All real property taxes on the Property, both levied and payable in the years before the year in which the Closing Date occurs, will be paid by Seller prior to closing. The 2025 real property taxes due and payable in 2026 shall be prorated to the closing date based on the 2024 tax levy. The Seller’s share of the 2025 real property, which the parties stipulate to be \$800.00, shall be paid to the City upon closing and Buyer agrees to undertake to pay said taxes after the closing.

7. TITLE INSURANCE. Buyer agrees to waive any policy of title insurance showing good and merchantable title in the Seller subject to easements and reservations of record, if any as the Buyer intends to review the title prior to closing. In the event the Seller's title review discloses any defects in the title, then Seller shall have a reasonable time in which to cure the same after receiving notice of said defect.

8. CLOSING COSTS. Seller and Buyer agree that the costs and expenses incurred in closing this transaction, other than as specifically set forth herein, shall be paid as follows:

- (a) Preparation of the Warranty Deed shall be paid by Seller;
- (b) The parties agree that this transfer is exempt from a transfer tax but in the even such a transfer tax is due, the Buyer shall be responsible to pay the same;
- (c) Recording fee paid at time of recording Warranty Deed shall be paid by the Buyer;
- (d) Preparation of documents for closing/closing fee for transaction shall be paid for by the Buyer; and
- (e) Seller and Buyer will each pay their own attorneys' fees in connection with the preparation and negotiation of this Agreement.

9. PROPERTY CONDITION DISCLOSURE STATEMENT/LEAD-BASED PAINT DISCLOSURE. Seller and Buyer hereby acknowledge that Seller is not required to furnish to Buyer a completed copy of the Real Property Disclosure Statement pursuant to SDCL § 43-4-43(3).

10. SELLER'S/BUYER'S REPRESENTATIONS. Any individual executing this Agreement on behalf of or as representative for a corporation or other person, estate, firm, partnership, municipality, or entity represents and warrants that the party signing is duly authorized to execute and deliver this Agreement on behalf of said corporation, person, estate firm, partnership, municipality or other entity, and said entity is duly authorized and organized to do business in South Dakota and that this Agreement is binding upon said entity in accordance with its terms.

11. MISCELLANEOUS. Time is of the essence with respect to this Agreement. This Agreement and the exhibits attached to and made a part of this Agreement embody the entire Agreement and understanding of the parties relating to the subject matter thereof and supersedes any prior or contemporaneous agreements, whether written or oral. This Agreement may not be modified orally, or in any other manner, except by a writing signed by the parties or their respective successors in interest. This Agreement will be construed in accordance with and governed by the laws of the State of South Dakota. Any litigation over

this Agreement must be exclusively venued in state circuit court of the county in which the Property is located, and the prevailing party will be entitled to recovery of its reasonable attorneys' fees and costs incurred in the litigation over this Agreement.

12. COUNTERPARTS/ELECTRONIC EXECUTION. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original but all of which, when taken together, will be one and the same document. Counterparts may be signed and delivered via electronic mail (including by .pdf, .tif, .gif, .jpeg, or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. All consents, approvals, and agreements contemplated by this Agreement must in writing and signed by the party to be bound thereby.

IN WITNESS WHEREOF the parties have hereunto set their hands effective the last dated and executed signature set forth below.

SELLER:

MUELLER LUMBER COMPANY, INC.

Date

BY: _____

Michelle L. White
Its Secretary & Treasurer

BUYER:

CITY OF MITCHELL, SOUTH DAKOTA

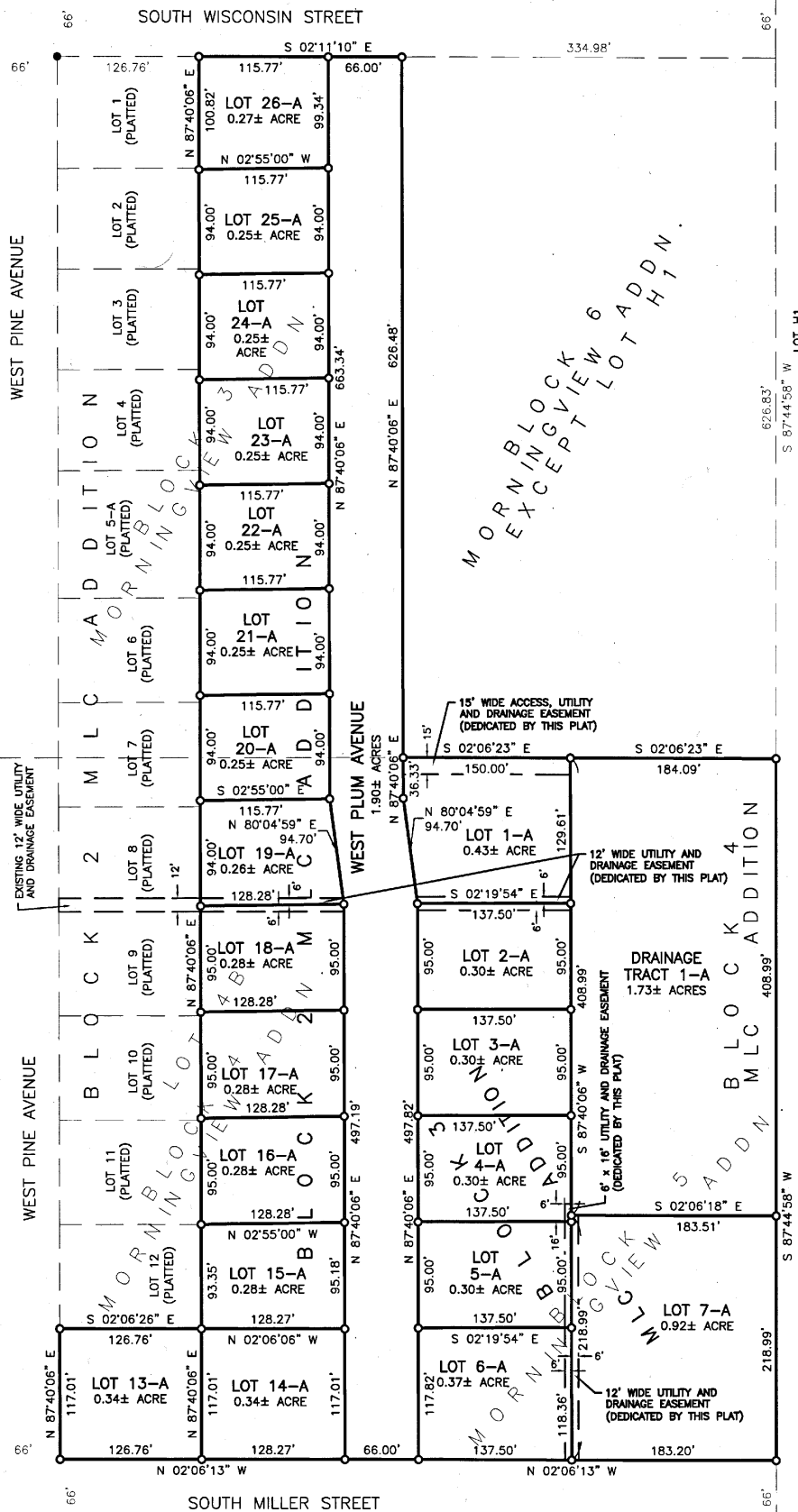
Date

BY: _____

Jordan Hanson
Its Mayor

ATTEST:

Michelle Bathke, City Finance Officer



1 Inch. = 100 Feet

LEGEND

- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 8702
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE

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

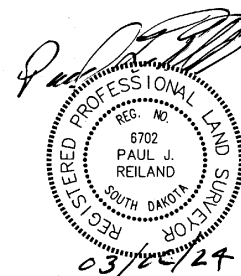
COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 12B.
GRID BEARINGS AND GROUND DISTANCES ARE SHOWN.

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

ADDITIONAL EASEMENTS NOT SHOWN ON THE DRAWING TO BE DEDICATED BY THIS PLAT:

3' Drainage Easement along the North/South
interior property lines of Lots 13-A thru
26-A, Block 2 and Lots 2-A thru 7-A,
Block 3; except between Lots 18-A and
19-A, Block 2 and between Lots 1-A and
2-A, Block 3 as noted on the drawing;
except along South Miller Street and South
Wisconsin Street.

I-90 RIGHT-OF-WAY



A PLAT OF WEST PLUM AVENUE; LOTS 13-A THRU 26-A, BLOCK 2; LOTS 1-A THRU 7-A, BLOCK 3; AND DRAINAGE TRACT 1-A, BLOCK 4, MLC ADDITION, A SUBDIVISION OF BLOCK 3; LOT 4B, BLOCK 4; AND BLOCK 5, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, 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:	November 3, 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 #A2025-66, Tax Increment District #44 Developer Agreement		
Explanation/Background of Agenda Item Requested:	This agreement relates to the previously approved Tax Increment District #44 for the Chef Louie's project. This developer agreement lays out additional terms upon which the increment would be passed through to the developer. Much of the language is the same as previously approved developer agreements.		

**CONTRACT FOR
PRIVATE DEVELOPMENT
TAX INCREMENT DISTRICT
NUMBER FORTY-FOUR
CITY OF MITCHELL,
DAVISON COUNTY, SOUTH DAKOTA**

Between

Commerce Marketing Group II LLC,
a South Dakota limited liability company

and the

City of Mitchell, South Dakota

Dated as of November ____, 2025

THIS AGREEMENT is made effective as of the _____ day of November, 2025, between COMMERCE MARKETING GROUP II LLC, a South Dakota limited liability company (“Developer”), and the CITY OF MITCHELL, a municipal corporation and political subdivision of the State of South Dakota (hereinafter referred to as the “City”).

SECTION 1. The City created Tax Increment District Number Forty-four (TID #44) by resolution dated October 20, 2025. The purpose of TID #44 is to provide funds to assist in the construction of a new fine dining restaurant. In addition to the restaurant, Developer plans on future development within the TIF District, to include a new lodging facility and a quick service restaurant. However, no TIF funds will be dedicated to either of those potential projects. The legal description is 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, pursuant to Tax Increment District Number 44, City of Mitchell Tax Increment Project Plan (the “Project Plan”).

SECTION 2. The City approved the Project Plan for TID #44 on October 20, 2025.

SECTION 3. The estimated Project costs to be paid by TID #44, as originally set forth in the Plan, are as follows:

Eligible Costs:

Kind of Project Cost	Number of Projects	Location ⁴	Amount	Reference ⁵
Capital Costs		District	\$0	11-9-14(1)
Financing Costs		District	\$0	11-9-14(2)
Real Property Assembly		District	\$0	11-9-14(3)
Professional Fees		District	\$0	11-9-14(4)
Administrative Costs		District	\$0	11-9-14(5)
Relocation Costs		District	\$0	11-9-14(6)
Organizational Costs		District	\$0	11-9-14(7)
Discretionary Costs and Grants		District	\$2,921,326	11-9-14(8)
Eligible Project Costs			\$2,921,326	

Except as modified by Section 6 below, City agrees to pay to Developer Available Tax Increment Funds revenues it receives from the District, the total of which shall not exceed \$2,921,326, during the life of the TIF.

SECTION 4. The right to receive the Available Tax Increment Funds referred to in Section 3 is a Grant Under Chapter 11-9 of the South Dakota Codified Laws (the “Act”). Subject to the constitutional debt provisions contained in the Project Plan, the Grant is a personal property right vested with the Developer on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement. Notwithstanding any other term of this Agreement, City shall have no obligation to pay, and Developer shall not have the right to receive accumulated tax increment to Developer unless the conditions specifically described in Section 11 of this Agreement have been met or are waived in writing, either in full or upon further conditions, by the City.

SECTION 5. The base value of the property located in TID #44 has or will be certified by the South Dakota Department of Revenue at approximately \$14,323.

SECTION 6. Financing for TID #44 shall be secured by the Developer procuring financing to fund the TID improvements through financing from a commercial lender, at Developer’s sole risk and expense. City and Developer represent that they understand and agree that the City will not issue any certified tax revenue bonds pursuant to SDCL Chapter 6-8B to cover any cost directly or indirectly relating to Developer’s improvement of the TID under this Agreement. The Grant shall constitute “proceeds” under SDCL Chapter 11-9 as being acquired upon the exchange of this monetary obligation. Developer and City acknowledge that this is a “zero interest” TID, meaning that City’s only obligation is to pay on the tax increment received from TID #44 to Developer pursuant to the terms of the Project Plan.

It is understood by the parties that the Developer may spend all or any portion of the approved TID funds as set forth in Section 3 above in its sole discretion as the Developer shall determine, in its sole discretion, the amounts if any which shall be spent from TID funds for the items listed as TIF-eligible expenses on page 19 of the TIF #44 Project Plan. TID proceeds, as defined herein, shall be utilized only to pay eligible TID project costs or reimbursement for eligible project costs advanced by Developer, notwithstanding any other provision in this Agreement.

A portion of TIF #44 (specifically, Lot 1, Block 10) is currently part of existing Tax Increment District, 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. The Project 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. In no event will increment from Lot 1, Block 10 be paid towards TID #44 prior to the termination of County TID Number 2.

SECTION 7. City and Developer acknowledge that the property upon which the development will occur is owned by Developer, and the property shall not be transferred to any entity which would make the totality of the real property tax exempt until such time as the Grant funds are fully paid. Developer may use any or part of the TID property as collateral for the construction loan or loans as required for the financing of the Project.

Developer understands that only improvements incurred for TIF-eligible expenses, as described and undertaken in the approved Project Plan, which are completed by the Developer within five (5) years of the date of the creation of this TID #44 shall be eligible to be reimbursed via the passthrough of the proceeds of the positive tax increment from TID #44.

SECTION 8. All positive tax increments received in Tax Increment District Number Forty-four shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Increment District Number Forty-four Fund," hereinafter referred to as the "Fund," pursuant to SDCL 11-9-31 and paid out pursuant to SDCL 11-9-32, and as set forth in Section 7 above.

SECTION 9. It is specifically a condition of this Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from Tax Increment District Number 44 receipted into the Fund specified in Section 8. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. It is also specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire the indebtedness incurred by Developer under Section 8 hereof. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocability of the positive tax increment payments and the fund created by TID #44. The provisions of SDCL 11-9-25 are specifically incorporated herein by this reference.

SECTION 10. Developer represents that it understands that any contributions made by Developer in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor be construed to be, a general obligation of the City. The funds are payable only out of the account created under SDCL §11-9-31 of the Act. THIS AGREEMENT OR THE PROJECT PLAN SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY OR A CHARGE AGAINST ITS GENERAL TAXING POWER. Developer shall bear all risks including, but not limited to: income estimates of tax increment, changes in tax rates or tax collections, or a change in state law; however, the State of South Dakota pursuant to §11-9-39.1 of the Act has pledged not to alter any of the rights vested in this Agreement until they are fully met and discharged.

SECTION 11. Developer agrees to immediately satisfy any and all mechanic's liens or materialman's liens that arise as a result of this project. This provision shall not prevent Developer from subsequently seeking compensation from subcontractors or others who may be responsible for such liens or for such payment.

SECTION 12. Developer agrees to certify project costs in relation to the project to the City for reimbursement. Developer shall also complete any other reporting requirements established in the Project Plans.

SECTION 13. This document, along with the Project Plan for Tax Increment District Number 44, constitutes the entire Agreement of the parties. No other promises or consideration form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted.

SECTION 14. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any disputes arising out of or related to this Agreement shall be litigated in the First Judicial Circuit Court for the State of South Dakota, located in Mitchell, Davison County, South Dakota.

SECTION 15. This Agreement may be executed in separate counterparts, all of which executed counterparts shall constitute one complete document.

SECTION 16. The parties hereto agree that execution of a facsimile or electronic copy of this Agreement shall have the same force and effect as an executed original and shall be binding upon the parties hereto.

Dated this _____ day of November, 2025.

COMMERCE MARKETING GROUP II LLC

By:

CJM Consulting, Inc., Member

By _____
Charles J. Mauszycki, Jr., Vice President

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On this the _____ day of November, 2025, before me, the undersigned officer, personally appeared Charles J. Mauszycki, Jr., who acknowledged himself to be the Vice President of CJM Consulting, Inc., one of the Members of Commerce Marketing Group II LLC, a South Dakota limited liability company, and that he as the Vice President of such Member being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as the Vice President of one of its Members.

In Witness Whereof I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

Dated this _____ day of November, 2025.

CITY OF MITCHELL

(SEAL)

By _____
Its Mayor

ATTEST:

City Finance Officer

STATE OF SOUTH DAKOTA

SS

COUNTY OF DAVISON

On this the _____ day of November, 2025, before me, the undersigned officer, personally appeared Jordan Hanson and Michelle Bathke, who acknowledged themselves to be the Mayor and Finance Officer, respectively, of the City of Mitchell, South Dakota, and that they, as such Mayor and Finance Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing as such Mayor and Finance Officer of the City of Mitchell, South Dakota.

In Witness Whereof I hereunto set my hand and official seal.

My Commission Expires:

Notary Public

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	November 3, 2025	Requested By:	Dean Knippling
Desired Action of City Council:	Approve		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2025-67, Agreement for Rotational Towing Services		
Explanation/Background of Agenda Item Requested:	The City of Mitchell has a 2-year towing agreement with tow operators. The updated 2026-2027 agreement is attached.		

AGREEMENT FOR ROTATIONAL TOWING SERVICES

Agreement made _____, 2025, between the City of Mitchell, South Dakota, hereinafter referred to as (the “City”), and _____, hereinafter referred to as (the “Removal Agency”). The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

1. Contract Duration and Non-exclusivity.

This Agreement shall commence January 1, 2026 and shall terminate December 31, 2027. Removal Agency understands that this Agreement is non-exclusive and that other providers may also enter into an Agreement for Rotational Towing Services with the City.

2. Removal Agency Authorization.

The City hereby designates Removal Agency as a removal agency pursuant to SDCL Chapter 32-36. The Removal Agency is designated as the towing agencies that will be placed on the City’s rotational schedule to fulfill traditional towing needs of the City.

3. Hours of Operation.

The Removal Agency will maintain 24-hour-per-day, seven-day-per-week service as required herein. Failure to maintain such service hours may serve as grounds for termination of this Agreement.

4. Required Services.

Subject to the Rotation Schedule, the City will extend to the Removal Agency all of the City’s requests for the removal or towing of vehicles in the City, except where:

- A. Routine removal or towing which can be, and is, accomplished by the City itself.
- B. Removal Agency declines to provide the requested service, such Removal Agency is no longer entitled to provide service as to that specific request.
- C. The owner or driver of the vehicle to be towed requests a different service. (This, however, shall not apply to abandoned vehicles or vehicles driven by persons arrested and lodged in a detention facility.)
- D. City, in its sole and absolute discretion, determines that unique circumstances call for the use of a provider that is not on the tow list.

5. Rotation Schedule.

The City agrees that non-exempt calls for service under Section 4 will be based on a rotation among all removal agencies with an Agreement for Rotational Towing Services with the City. The City will rotate through the Removal Agency list for each tow needed as further provided herein.

6. Dispatch.

When the need to request a rotational tow arises, the City will forward a request to the Removal Agency at the top of the rotation list. If that Removal Agency does not have units available, dispatch will forward a request to the next Removal Agency on the rotation list and continue this process until a Removal Agency accepts the request. Refusing a request without Removal Agency having already accepted the number of requests under Section 7 may serve as grounds for termination of this Agreement.

7. Minimum Number of Tow Trucks.

A Removal Agency will have and will provide at all times a capability of physically responding to at least two requests from the City at one time. The City may waive this provision but only under extreme circumstances shown by the Removal Agency. A continuous pattern of violation of this provision may serve as grounds for termination of this Agreement.

8. Response Times.

Removal Agency called by the City will have a tow vehicle on the scene after any call for a tow within 15 minutes of the original call, up to the limits of their required capability under Section 7 above, and will accept that call for service. The City may waive this provision upon a showing of extreme circumstances by the Removal Agency. The City reserves the right to terminate the Agreement if there are five or more instances in a calendar year where the Removal Agency fails to meet the 15-minute response time requirements. At the time the City makes the request to Removal Agency, the responding Removal Agency will give the dispatcher its estimated time of arrival. If the estimate is in excess of 15 minutes, the City may call the next Removal Agency on the rotation list according to Section 6 above. Dispatch will track response times via their CAD system.

9. Snow Removal Alert.

It is essential to the City's snow removal procedures that vehicles be cleared from the street either by the vehicle's owner or by towing. Removal Agency shall have one person who can answer the telephone and have direct communications with its mobile units during a "Snow Removal Alert" that will function as a primary contact for City communications and public inquiries. Any continuing violation of Section 7 of this Agreement by any Removal Agency during a "Snow Removal Alert" will be cause for cancellation of this Agreement with Removal Agency. The City agrees to inform Removal Agency that there will be a "Snow Removal Alert" as soon as practicable upon the City making that determination.

10. Subcontractor.

The Removal Agency may, notwithstanding any other provision of this Agreement, subcontract any City tow to another Removal Agency which also maintains an Agreement for Rotational Towing Services with the City, or to another towing service in case of actual emergency or when specialized equipment is required.

11. Minimum Truck Requirements.

Removal Agency shall have, as a part of the requirements of Section 6 above, or have immediately available to them by contract, a minimum of two 1-ton towing vehicles, at least one of which shall be a rollback. All vehicles used for towing shall be of at least 8,500 pounds gross vehicle weight with a 3,500-pound capacity wheel lift and/or dollying capability. Other than rollbacks, each vehicle shall be equipped with a four-ton capacity winch with at least 100 feet of 3/8-inch or larger cable. Rollbacks shall be equipped with a four-ton capacity winch with at least 50 feet of 3/8-inch or larger cable. All towing vehicles shall be equipped with flashing warning lights, scoop or shovel, broom, and receptacle for debris removal. Each truck will also be equipped with a minimum 5-pound fire extinguisher with a rating of at least 2A20BC, and each vehicle will be marked with a logo identifying the Removal Agency. All Removal Agency personnel shall be uniformed in the company uniform. Each employee shall wear a uniform that identifies the Removal Agency by name. All Removal Agency employees shall possess a valid operator's license for the vehicle that they are operating.

12. Background Checks Required.

All Removal Agency personnel shall undergo a background check that is completed by each Removal Agency. No owner or manager may have been convicted of any criminal violation which is considered a felony. Tow truck operators are not eligible to perform tows under this Agreement if they have been convicted of any felony within the preceding five years. No tow truck operator may perform tows under this Agreement if he/she has been convicted of any crime which would require them to register as a sex offender as defined by South Dakota state statute. No tow truck operator may perform tows under this Agreement if he/she has been convicted of theft within the past five years. No tow truck operator may perform tows under this Agreement if he/she is a street gang member as defined in SDCL 22-10A-1.

If Removal Agency wishes to appeal an employee's status which would exclude the employee from performing tows, Removal Agency may file an appeal in writing to the Police Department. The written appeal should contain the facts to be considered that would merit an exception for that employee. The City will review/investigate the appeal and provide a written response to Removal Agency within a reasonable period of time.

If Removal Agency wishes to request reconsideration of an employee's, owner's, or manager's status which would exclude the employee, owner, or manager from that position with Removal Agency under this contract, Removal Agency may file a request for reconsideration in writing to the Chief of Police or his/her designee seeking a waiver of the disqualifying conviction(s). The

written request for reconsideration shall be filed within thirty (30) days of Removal Agency being informed of the disqualifying conviction and should contain the facts to be considered that would merit an exception for that employee, owner, or manager. The Chief of Police or his/her designee will review/investigate the request and provide a written response to Removal Agency within thirty (30) days of receipt of the written request. Waiver of a disqualifying conviction shall be at the sole discretion of the Chief of Police or his/her designee.

Removal Agency shall implement a post-accident alcohol/drug testing policy for operators who are involved in a traffic collision while employed by Removal Agency.

13. Dispatching of Tows.

The City will arrange the dispatching of Removal Agency by telephone.

14. Location of Business.

Removal Agency will maintain a “store front” business with a clean and tidy lobby for customers and have a fenced storage space for at least 10 City towed vehicles. The storage facility will be located with the city limits of Mitchell or within one (1) mile of the city limits of Mitchell. If Removal Agency does not have a fenced storage space at the time of entering this Agreement, Removal Agency will construct such fenced storage space within 6 months of first entering any Agreement for Rotational Towing Services with the City. Failure to maintain such lobby or have a fenced storage area in place as required by this section may serve as grounds for terminating this Agreement and for disqualification of entering into a new Agreement at a later date.

In the alternative to placing a fence, Removal Agency may utilize a security camera system to record the location where vehicles are stored pursuant to this Agreement. The storage area must be well lit and such system must provide a clear and unobstructed view of the storage area at all times. Recordings must be kept for a minimum of 30 days and Removal Agency shall provide a permanent copy to the City of footage requested by the City within such time period.

15. Insurance and Tax Requirements.

Removal Agency shall secure and maintain the insurance specified below. Proof of this insurance shall be sent to the City annually. All insurance secured by Removal Agency under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this Agreement.

1. Workers’ compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer’s Liability Coverage, of not less than \$1,000,000.00 each accident, \$1,000,000.00 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of

- at least \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, and \$2,000,000.00 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If “occurrence form” insurance is not available, “claims made” insurance will be acceptable. The policy shall be maintained for three years after completion of this Agreement.
3. Automobile liability insurance covering all owned, non-owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000.00 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

Removal Agency will provide the City with at least 30 days’ written notice of an insurer’s intent to cancel or not renew any of the insurance coverages. Removal Agency agrees to indemnify and hold the City harmless from any liability, including additional premium due because of the Removal Agency’s failure to maintain the coverage limits required.

The City’s acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverage and limits are adequate to protect any individual/group/business, its consultants’ or subcontractors’ interests, and assumes no liability therefore.

Removal Agency will provide the City with its Federal Tax ID as well as information regarding the Removal Agency’s status as to state sales tax.

16. Direction from City.

Removal Agency and its agents and its employees shall cooperate with and comply with the general orders and directions of the representatives of the City at the scene of any tow to which they are dispatched by the City. Such City direction will be general in nature and Removal Agency retains control over the particular means and methods it chooses to utilize to complete any particular tow job.

17. Debris Removal.

Removal Agency shall remove all glass and other debris deposited on the roadway or collision scene by the vehicle they are to tow, as the result of the collision, when dispatched by the City. However, Removal Agency shall not be responsible for removal of any hazardous material as defined by federal law.

18. Vehicle Holds/Tow Release/ Police Hold

The City reserves the right to implement additional restrictions/requirements on vehicles held by Removal Agency.

The Removal Agency agrees to place towed vehicles on a “Police Hold” at Law Enforcements' request for up to 7 days. During this time frame the removal agency agrees to contact the Mitchell Police Department when someone inquiries about picking up the towed vehicle before the vehicle is released. After 7 days the “Police Hold” will be lifted, and the vehicle can be treated like any other towed vehicle and the vehicle can be released to the registered owner or party deemed responsible for the vehicle.

19. City Will Not Accept Stored Vehicles.

The City will not accept vehicles for storage, nor will it pay towing or storage fees, except as authorized by the Mitchell Police Department for purposes of investigating a criminal offense and except for towed City-owned vehicles.

20. Assumption of Liability.

Any liability accruing from the towing of a vehicle, which is ordered towed by the City, will be the responsibility of the Removal Agency for physical damage to, or loss of, any vehicle or the contents of that vehicle. Removal Agency will indemnify and hold the City harmless from any such liability except for liability which may arise and is caused by negligent or wrongful acts on the part of the City and/or its employees in ordering the tow and except for damages to a vehicle while stored on City premises.

The City shall hold the Removal Agency harmless for any and all liability, including legal fees, which may arise from and is caused by any negligent or wrongful act on the part of the City and/or its employees in ordering the tow, including the issuance of any ticket and the processing and prosecution of that ticket. If any court finds a person not guilty of a parking ticket violation, and towing and storage charges have been imposed by a Removal Agency, and the person against whom the charges have been imposed fails to pay such charges, the City will reimburse the Removal Agency for the towing charges and not more than ten (10) days of storage fees as described in Section 24 herein.

In no event will the Removal Agency be considered an agent or employee of the City. Removal Agency will be solely responsible for any towed vehicle from the point at which it is allowed its fee as described in Section 24 below.

21. Nuisance Abatement.

If the City requests Removal Agency to go on private property to abate a nuisance by removing a vehicle or vehicles, the City accepts full responsibility for entry on the real property, under authority granted by the state, to include any liability for property damages that are not reasonably avoidable by Removal Agency. The City further accepts responsibility for any vehicles so removed, except for any damage caused by the Removal Agency, which is not the direct result of the City requesting the tow.

22. Officer Standby on Nuisance Abatement.

If the City requests Removal Agency to tow a vehicle or vehicles from private property without the consent of the owner to abate a nuisance, the Mitchell Police Department will, upon request, supply a police unit (officer in marked vehicle) to stand by at the tow site to prevent any breach of the peace. This shall be on an “as available” basis and the Removal Agency may, without penalty, refuse such tow if no police unit is available.

23. Unauthorized Repairs Prohibited.

Removal Agency shall make no repairs or cause any repairs to be made to any towed vehicle without the authorization of the person to be charged for the tow and except such repairs as are required for the necessary movement of the vehicle.

24. Tow and Storage Rates.

Any changes to the duty tow prices and related services shall increase at the end of each calendar year utilizing the most recent data from the Consumer Price Index CPI 12-month percentage change. The CPI 12-month percentage change. The CPI 12-month percentage change can be viewed at:

<https://www.bls.gov/charts/consumer-price-index/consumer-price-index-by-category.htm>

Below are the basic rates for towing and related services. Removal Agency will not charge more for these services than is indicated by this schedule when a tow is requested by the City. The City will provide posters that include the City tow and storage rates to Removal Agency. These posters shall be clearly posted in the Removal Agency’s place of business.

- A. Automobiles, pickup trucks, and motorcycles—\$160.00 for regular, dolly, or rollback tows day rate---- \$185.00 after hour rate.
 - 1. After hours is defined as Monday—Friday 5:30 pm to 7:00am and all day Saturday and Sunday.
- B. Mechanical Charge, Drop drive shaft etc.---\$55.00
- C. Snow Scoop and Haul Rate.---\$40.00
- D. Winch Charge/ Not involved in loading rollback---\$60.00
- E. Rollover---\$60.00
- F. City Vehicle---\$45.00
- G. Police Tow to Impound---\$20.00

1. If the police contact a Removal Agency to bring a vehicle to the Police Department and then have the Removal Company tow the vehicle to the impound yard or Removal Agency storage, the \$20.00 fee should be added to the original tow ticket.

H. Motorist assist (where there is no accident)—\$85.00.

I. Fluid Pick-Up Fee -- \$50.00

A single \$50.00 fee may be charged by the removal Agency for each call for service requiring the Removal Agency to clean up or remove fluids deposited on the roadway or collision scene by the vehicle they are to tow. However, no Removal Agency will be required to clean up or remove hazardous material as defined by federal law. (See Section 28).

J. **Medium-Duty.** Class 3 through Class 6 (10,001–26,000 lbs GVWR, six tires or more). Includes mid-sized or larger vehicles, delivery trucks, utility vehicles, motor homes, package parcel trucks, ambulances, small dump trucks, small flatbed and stake-bed trucks, refrigerated and box trucks, some buses—\$175.00/hr. (minimum).

Heavy-Duty. (The duty Removal Agency shall have the first right of refusal on heavy-duty vehicles. They shall be able to determine whether they can complete a tow in this class or if they wish to pass.) Class 7 (26,001–33,000 lbs GVWR, six tires or more) and Class 8 (33,001 lbs and up to state limit, ten tires or more). Class 7 and Class 8 include large delivery trucks, motor coaches, tractor and tractor-trailer combinations, large refuse trucks, any vehicle requiring a CDL—\$375.00/hr. (minimum).

K. Connect or Substantial Action Fee—\$75.00

1. No tow fee will be charged unless the vehicle to be towed has been actually connected to the tow truck or substantial action has been taken to effect the tow. Removal Agencies must provide the owner of the vehicle to be towed the ability to pay by cash at the scene.

L. Storage (Except as noted in Section 18). For purposes of this subsection, a day is any continuous 24-hour period or portion thereof. For example, storage from 10 p.m. on one date to 8 a.m. the following date is one day.

1. Cars, small trucks, and motorcycles—\$50.00 per day, starting when the vehicle has been placed on the Removal Agency's storage lot.
2. Trucks, 1 1/2 ton or larger and equipment—\$50.00 per car storage spot or portion thereof used, with a maximum \$150.00 for three or more spots.

3. Enclosed storage—\$40.00 per day. If large truck or equipment, enclosed storage is negotiable with the Chief of Police or his designee.

M. City-Owned Vehicles/Vehicles Towed for Investigative Purposes. (Vehicles owned by the Police Department to a designated storage location shall be charged the City rate. Once the vehicle is released from an investigative hold, the Removal Agency may assess the regular rate as defined above.)

1. Towing.

- a. Cars, small trucks, and motorcycles—\$45.00.
- b. Trucks, 1 1/2 ton or larger, or similar heavy equipment. See Section 24.

2. Tire Change.

- c. Cars, small trucks, or motorcycles—\$45.00.
- d. Trucks, 1 1/2 ton or larger. See Section 24.

N. Documentation Fee—\$25.00

1. A \$50.00 fee may be charged by the Removal Agency for each notice required by SDCL §32-36-8 actually sent to the registered owner(s) and/or lien holder(s) of any wrecked vehicle, any impounded vehicle or other scrap metal. No fees shall be charged by the Removal Agency in relation to the acquiring of the registered owner or lien holder information or for any other reason related to the return of any wrecked vehicle, any impounded vehicle or other scrap metal unless such fee is expressly authorized by state statute.

O. Weekend Vehicle Release Fee--\$25.00

1. A \$50.00 fee may be charged by the Removal Agency for the release of a vehicle on the weekend only when the business is closed and an employee or agent must respond to the business to release a vehicle. Removal Agencies will make someone available to release vehicles if needed between the hours of 8am and 5pm on weekends and holidays.

25. Extraordinary Procedures to Complete Tow.

Removal Agency may charge more than the towing and storage rates specified in Section 24 above if charges to the customer for necessary, extraordinary procedures used in the tow or in storage are approved in advance of the billing by the Chief of Police or his designee.

26. Substantial Action/Hook On.

The right of Removal Agency to be paid its towing fee from the responsible party, for purposes of this Agreement only, and subject to negotiation or legal action between the Removal Agency and the responsible party, shall begin after the arrival of the tow truck at the site of the vehicle to be towed and substantial action being taken to effect the tow, or the vehicle being hooked on.

27. Record of Service Provided.

Removal Agency will maintain a log or other record of services performed at the request of the City for at least 12 months, to include the following information:

- A. Date and time of services.
- B. Location from which towed.
- C. Vehicle's description (make, model, year, color, license number, and vehicle identification number).
- D. Day, time, and method of disposition.
- E. Services provided and amount charged.
- F. Name of police officer who authorized charges in excess of those listed in the contract, if any.

The log shall be available for inspection by the City at any reasonable time.

28. Hazardous Materials.

If the City requests Removal Agency to tow a vehicle that contains hazardous material as defined by federal law which is not directly associated with the vehicle, or if it contains tires, paint, shingles, or other similar materials, the Removal Agency will tow the vehicle. The City shall, at the request of the Removal Agency, remove any hazardous material acquired in this manner from the Removal Agency's storage site at no cost to the Removal Agency. It will also permit extra tires, paint, shingles, or other similar material from towed vehicles to be disposed of at the City's landfill at no charge.

29. Fuel Charge/Increase.

- A. When the retail price of either No. 2 diesel fuel or of regular unleaded gasoline in Mitchell exceeds \$5.759 per gallon for 30 consecutive days as determined by the Director of Public Safety or his designee, the Removal Agencies may add a \$2.50 fuel surcharge to each tow.
- B. If the premium for insurance required by Section Fifteen increases by 15 percent or more, for at least three of the Removal Agencies, from that charged to them during calendar year 2020, the parties will attempt to negotiate in good faith a modification to this Agreement to accommodate such increased overhead.

- C. Any of the changes set forth in this section shall be effective not less than five days after written notification from the Mitchell Police Department to all of the Removal Agencies and local news media.

30. Annual Meeting.

The City may call a meeting of all providers with an Agreement for Rotational Towing Services with the City to discuss issues of mutual concern.

31. Training Requirements.

Removal Agency will be and remain a member in good standing of the South Dakota Tow Operators Association. Membership in this organization grants the Removal Agency a Level I Certification from TRAA (Towing and Recovery Association of America Inc.) Removal Agency will maintain any and all required educational requirements set forth by the South Dakota Tow Operators Association. Failure to obtain membership or maintain educational requirements may serve as grounds for terminating this Agreement and for disqualification of entering into a new Agreement at a later date. A copy of the valid membership and certificates of educational completion will be sent to the Mitchell Police Department to be kept on file.

32. Notice of Termination.

This Agreement may be terminated immediately by the City for cause, for reasons listed in this Agreement, or for a violation of any state or local laws by the Removal Agency, its agents or employees, while acting as a Removal Agency. This Agreement may be terminated by any Removal Agency with or without cause upon 60 days' written notice to the City.

33. Possessory Liens.

The Removal Agencies have a possessory lien on the vehicle and contents of the vehicle for the reasonable costs in taking custody and storing the vehicle. SDCL 32-30-18 explains the terms and conditions of the possessory lien: Lien for costs of removal and storage of vehicle—Limits—Exception: The sheriff, law enforcement officer, or towing agency taking custody of any vehicle under the provisions of SDCL 32-30-12 to 32-30-15, inclusive, 32-30-19, and 32-36-4 has a possessory lien on the vehicle and the contents of the vehicle for the reasonable costs in taking custody and storing of the vehicle. No lien on the contents of the vehicle may exceed \$500.00. No possessory lien attaches to the tools and implements that a person uses and keeps for the purpose of carrying on his or her trade or business or to any clothing or food.

34. Nondiscrimination Clause.

Removal Agency shall not discriminate on the basis of race, color, sex, creed, religion, ancestry, national origin, disability, or any other protected class characteristic, nor fail or refuse to hire, to discharge an employee, or to accord adverse, unlawful, or unequal treatment to any person or

employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, discharge, or any term or condition of employment.

A violation of this provision may serve as grounds for the termination of this Agreement and Removal Agency shall be liable for any costs or expense incurred by the City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under the Agreement so terminated.

Removal Agency will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the City, its agencies or representatives, to ascertain compliance with the above provisions.

35. Party to Agreement.

This Agreement may not be assigned by either party without the written permission of both parties.

36. City Inspection.

The City will inspect Removal Agency for compliance of this Agreement on an annual basis utilizing the checklist in Exhibit A. Deficiencies may serve as grounds for the termination of this Agreement.

37. Independent Contractor.

The parties agree that the Removal Agency operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City, except as to the product or the result of the work. The relationship between the City and the Removal Agency shall be that as between an independent contractor and the City and no other special relationship shall be deemed to exist as a result of this Agreement. The payment to the Removal Agency is inclusive of any use, excise, income, or any other tax arising out of this Agreement.

38. Voluntary Contract.

The parties acknowledge that they are entering into this Agreement freely and voluntarily, that they have the opportunity to be represented and advised by counsel in the negotiations resulting in this Agreement, that they have ascertained and weighed all the facts and circumstances likely to influence their judgment, that they have given due consideration to the provisions contained herein, and that they thoroughly understand and consent to all provisions herein.

39. Legal Remedy.

The validity, performance, and enforcement of this Agreement are governed by the laws of the state of South Dakota. Jurisdiction and venue of any legal proceeding involving the parties in connection with this Agreement will lie exclusively with the state court located in Davison County, South Dakota.

40. Severability Clause.

Should any section or provision of this Agreement be declared by the courts to be invalid, the same will not affect the validity of the Agreement as a whole or any part thereof, other than the part declared to be invalid.

41. Signatures.

This instrument contains the entire Agreement between the parties, and that no statements, promises, or inducements made by either party or agent that are not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF MITCHELL

(seal)

Attest:

Jordan Hanson, Mayor

Michelle Bathke, Finance Officer

REMOVAL AGENCY

Sign:_____

Print:_____

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:	November 3, 2025	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	612-43240-42550, \$21,000		
Agenda Item:	Action to Approve Agreement #A2025-68, Tier 2 Non-Methane Organic Compound Emissions Testing with GeoTek Engineering & Testing Services, Inc		
Explanation/Background of Agenda Item Requested:	The Department of Environmental and Natural Resources is requiring Tier 2 Non-Methan Organic Compound Emissions Testing. The tests are required to ensure we are in compliance with our Landfill Permit with DANR. Test standards will be followed to ensure compliance with DANR Standards. Staff recommends council approval of the agreement with Geotek Engineering and Testing Services, Inc. at the estimated amount of \$8,185 and grant authorization for the Mayor to sign.		



**GEOTEK ENGINEERING
& TESTING SERVICES, INC.**

909 East 50th Street North
Sioux Falls, South Dakota 57104
Phone 605-335-5512 Fax 605-335-0773

October 9, 2025

Mitchell Regional Landfill
City of Mitchell
612 N. Main Street
Mitchell, SD 57301

Attn: Kevin Roth

Subj: Cost Proposal
Tier 2 NMOC Emissions Testing
Mitchell Regional Landfill
Mitchell, South Dakota
GeoTek #19-120

Introduction

GeoTek Engineering & Testing Services, Inc. ("GeoTek") provides this Cost Proposal pursuant to your recent request to perform work at the Mitchell Regional Landfill. The South Dakota Department of Agriculture & Natural Resources (DANR) Air Quality Program has required Tier 2 Non-Methane Organic Compound (NMOC) Emissions testing be completed at the Mitchell Regional Landfill. This proposal is intended to outline our understanding of the project, proposed work scope, cost information and schedule.

Project Information

The standard for this type of testing requires that two samples be collected per hectare (about 2.5 acres) in areas of the landfill that have contained waste for at least two years. Based on available information, it is our understanding that Cell 1 at the landfill would be suitable for this type of testing, and possibly portions of Cell 2. We currently estimate approximately 11 acres (about 4.5 hectares) may be applicable for testing. This would result in the collection of 9 individual samples.

Composting is permitted by the testing standard and the 9 samples will be divided into 3 areas, with each area comprised of 3 sample locations. The 3 samples from each area will be composited into a 6 Liter summa canister, to be submitted for the necessary laboratory analysis.

Work

Based on our understanding of the project, the Tier 2 NMOC Emissions testing scope of work includes the following:

1. Mobilizing a push probe rig and operator and project manager to the landfill.
2. Advancing probe holes into the subsurface to the desired sampling depth (about 6' to 8'), retracting the probe a few inches to expose the sample area.
3. Installing tubing to the depth to be sampled.
3. Purging the tubing until gas measurements indicate stabilization based on oxygen (O₂), methane (CH₄) and carbon dioxide (CO₂) percentages.
4. After stabilization, connecting the tubing to the laboratory provided sample canister, which includes a 200 mL/min flow controller and a vacuum gauge. Recording the initial vacuum in the canister. Opening the canister valve until the desired sample volume (1 L) is obtained.
5. Recording the vacuum in the canister at the conclusion of sampling and closing the canister valve. A similar process to the above will be completed for each sample location.
6. Completing a chain of custody form and returning canisters to the laboratory for analysis. Air Technologies Laboratories will complete analysis of the samples. Samples will be analyzed for fixed gases [oxygen (O₂), nitrogen (N₂), methane (CH₄), and carbon dioxide (CO₂)] using EPA Method 3C and for total NMOC as Carbon using EPA Method 25C.
7. Providing a report presenting the data collected. The report will include calculations of the NMOC emission rate using the site specific NMOC concentration determined by the testing.

Fees

Attachment A provides the estimated costs for the Scope of Work provided above.

Schedule

We estimate the field work will take approximately one day. Analysis of samples by the laboratory is expected to be completed approximately four to six weeks after the sampling event. DANR rules required results be submitted within 60 days of determining the site-specific NMOC concentration and its corresponding NMOC emission rate.

Conditions

Our “General Conditions” are attached (Attachment B) and are considered part of our proposal.

Acceptance

If our proposal is accepted, please indicate your acceptance by signing and dating in the indicated area below and returning 1 copy. copy of the proposal to our office.

Remarks

GeoTek appreciates the opportunity to provide its services for this project. If there are any questions or comments concerning this correspondence or the cost proposal, please contact our office.

Respectfully submitted,

GeoTek Engineering & Testing Services, Inc.

Keith DeLange

Keith DeLange
Sr. Project Manager

Acceptance:

Client Signature: _____

Title: _____

Printed Name: _____

Date: _____

ATTACHMENT A
Tier 2 Sampling - Landfill Gas (NMOC)
Mitchell Regional Landfill

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u> <u>COST</u>	<u>TOTAL</u>
<u>Mobilization</u>			
Decontamination	1 unit	\$250.00	\$250.00
Geoprobe & Operator	140 miles	\$3.00	\$420.00
Travel - Sr. Project Manager	2 hours	\$185.00	\$370.00
Mileage - Sr. Project Manager	140 miles	\$0.70	\$98.00
<u>Field Work - Push Probe & Sampling</u>			
<u>9 probe points to about 8' each</u>			
Macrocore sampling - Operator	8 hours	\$200.00	\$1,600.00
Site Time - Sr. Project Manager	8 hours	\$185.00	\$1,480.00
Probe Hole Sealing	72 feet	\$2.25	\$162.00
Eagle Meter	1 event	\$60.00	\$60.00
<u>Laboratory Analysis*</u>			
EPA Methods 25C/3C	3 tests	\$360.00	\$1,080.00
Sampling Equipment	9 points	\$50.00	\$450.00
Shipping	1 lump sum	\$250.00	\$250.00
<u>Project Management/Report</u>			
Sr. Project Manager	10 hours	\$185.00	\$1,850.00
CAD	1 hour	\$75.00	\$75.00
Clerical	1 hour	\$40.00	\$40.00
Estimated Total			\$8,185.00

** includes 20% markup for subcontractor*

GENERAL CONDITIONS (for Environmental & Industrial Hygiene Services)

SECTION 1: AGREEMENT

1.1 These General Conditions and the accompanying written proposal, along with any referenced attachments, shall constitute the "Agreement" between Client and GeoTek, as defined within the Cost Proposal to which these General Conditions are incorporated. This Agreement supersedes prior agreements and may only be modified in writing. The Cost Proposal assumes acceptance of these General Conditions. GeoTek reserves the right to modify the Cost Proposal if Client requests modifications to these General Conditions.

1.2 Client shall provide written acceptance of the Agreement. Written or electronic notification to proceed also constitutes acceptance of the Agreement and all terms herein.

SECTION 2: CLIENT RESPONSIBILITIES

2.1 Client will make available to GeoTek all known information regarding existing and proposed conditions, requirements, and all other information that may affect the cost, progress, safety, and performance of the Work. If new information becomes available during GeoTek's performance of the Work, Client will provide such information in a timely manner.

2.2 Client will at all times, provide for safe and legal right-of-entry of GeoTek's personnel and equipment necessary to complete the Work. If Client is not the owner of the site, Client warrants that it has obtained all necessary or appropriate easements, licenses, permits, authorizations, and permission for GeoTek to carry out Work on the job site. For purposes of the Cost Proposal and this Agreement, the site is anywhere the proposed Work is performed for Client.

2.3 Client will determine, inform GeoTek of, and be responsible for the accuracy of the property lines and markers.

2.4 Client is responsible for obtaining permits and approvals required by law. GeoTek will, however, assist the Client in obtaining such required permits and approvals.

2.5 Client agrees to render reasonable assistance requested by GeoTek to enable performance of tests and/or observations without delay or interference, and, upon request of GeoTek, to provide suitable work space.

2.6 Client shall inform GeoTek of any known or suspected hazardous materials or unsafe conditions at the work site.

2.7 Client shall make all disclosures required by law. If Client does not own the site, then the Client acknowledges that it has the duty to inform the property owner of hazardous materials or other contaminants discovered during performance of the Work.

SECTION 3: GEOTEK RESPONSIBILITIES

3.1 GeoTek will perform services consistent with the level of care and skill normally performed by other firms in the same profession at the time of our service, geographic area, and under similar budgetary constraints. No other warranty, expressed or implied, is made.

3.2 GeoTek shall only be responsible for the safety of GeoTek employees at the Site. GeoTek employees are authorized by Client to refuse to work under conditions that may be unsafe, in the sole discretion of GeoTek.

3.3 GeoTek is not responsible for the interpretations or modifications of GeoTek's recommendations by other parties.

SECTION 4: UNDERGROUND UTILITIES AND STRUCTURES

4.1 If GeoTek's services include subsurface exploration, GeoTek will contact public utility companies using the state's One-Call system to have public utilities located and marked prior to performing the Work. Locating and marking of private underground utilities or structures prior to the Work is the responsibility of the Client unless GeoTek has accepted that responsibility in writing.

4.2 In performing its Work, GeoTek will take reasonable precautions to avoid damage or injury to utilities or other structures identified and marked by such utility companies, the Client or others. Client agrees to save, defend, indemnify, and hold harmless GeoTek, its employees and agents, from and against all amounts, damages, injuries, claims, actions, costs and liabilities relative to any unmarked, mismarked, or unknown utility or structure.

SECTION 5: SAMPLES AND SUBSURFACE CONDITIONS

5.1 In the normal course of GeoTek's work, sampling is often necessary. GeoTek will take reasonable precautions to minimize damages to the site, however Client understands that collection of these samples may result in some damage to real property, the restoration of which is not part of the Agreement nor is it GeoTek's responsibility.

5.2 GeoTek will reference the location of borings or collected samples or field observations to reference points that are available at the time our services are performed. These locations are typically based on estimates made by GeoTek personnel or are provided by one or more third parties. Client understands that the locations described in our reports or shown on sketches, images or maps are not surveyed and are approximate only, unless surveyed by others. GeoTek does not provide surveying services.

5.3 Client understands that there are limitations in sampling subsurface conditions. The subsurface conditions between sampling locations and between samples may differ from those described in our report. Client assumes the risk with such variation in subsurface conditions.

5.4 GeoTek will retain nonhazardous samples for a maximum period of thirty (30) days after the date of any written report. Upon written request from Client, samples can be shipped or stored at the Client's expense.

SECTION 6: STORAGE TANKS

6.1 Unless otherwise agreed to in writing, Consultant's scope of service specifically excludes purging and/or inerting any storage tanks prior to removal. Client is advised that tank removal and/or abandonment can be dangerous and life-threatening if proper purging and/or inerting procedures are not followed.

SECTION 7: REPORTS AND RECORDS

7.1 Reports and other documents prepared by GeoTek are considered instruments of services that will remain the property of GeoTek. GeoTek reserves the right to provide our reports in electronic format. GeoTek will retain these records for a period of three years, during which time the documents will be available to the Client during normal business hours.

7.2 Reports and other work furnished to Client or its agents, which are not paid in full, will be returned upon demand to GeoTek and will not be used for any purpose.

7.3 Client may use GeoTek's reports in their entirety but shall not disclose to others any portions of a report constituting less than the entire report.

7.4 Documents provided by Client or others may be discarded at GeoTek's discretion.

SECTION 8: INDEMNITY AND LIMITATION OF LIABILITY

8.1 GeoTek will indemnify, defend, and hold harmless Client against any claim, loss, judgement, liability or expense for damage to any property or for the death or injury to any person caused by or arising from the negligent acts or omissions or willful misconduct of GeoTek, its agents and employees pursuant to the performance of this Agreement.

8.2 The Client will indemnify, defend, and hold harmless GeoTek against any claim, loss, judgment, liability or expense for damage to any property or for the death or injury to any person caused by or arising from the negligent acts or omissions or willful misconduct of the Client, its agents and employees pursuant to the performance of this Agreement.

8.3 Client agrees that GeoTek's aggregate liability for all claims will not exceed the fee paid for our services or \$50,000, whichever is greater. This limitation of liability does not pertain to claims arising out of the willful misconduct of GeoTek.

8.4 Notwithstanding any other provision of this Agreement, in no event shall Client or GeoTek be liable for punitive, special, incidental, consequential, business output or lost profit damages of any kind or nature, regardless of the form of the action to which such damages are sought.

SECTION 9: INSURANCE

9.1 GeoTek will carry Workers Compensation insurance as required by law. Additionally, GeoTek will carry public liability and property damage insurance with a minimum limit of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate. GeoTek will furnish Certificates of Insurance to the Client upon request. Any claim as an additional Insured shall be limited to losses caused by our negligence.

SECTION 10: PAYMENT

10.1 GeoTek may submit invoices on a monthly basis and a final invoice upon completion of services. Payment is due upon receipt of the invoice and is past due thirty (30) days after the invoice date. Past due invoices are subject to interest charges of up to 1.5% per month.

10.2 Client is responsible for informing GeoTek of any disagreements or corrections within fifteen (15) days of the invoice date. Unless so informed, the invoices are deemed correct.

10.3 The amount of any local, state or federal sales tax or other taxes that may be imposed is not included in the rates for the services provided. The applicable taxes will be added to the actual billings for services. Client agrees to pay all sales and other required taxes.

10.4 Client's obligation to pay for GeoTek's performance of the Work is not contingent on Client's ability to obtain financing, regulatory permits, or receipt of payment from a third party.

10.5 Client will pay all reasonable litigation expenses or collection expenses incurred, including attorneys' fees that GeoTek incurs in collecting any delinquent amount the Client owes under this Agreement.

SECTION 11: MISCELLANEOUS

11.1 The Work performed by GeoTek will not relieve other parties of their responsibilities to perform work in accordance with the contract documents or specifications.

11.2 This Agreement may be terminated by either party for justifiable reasons after seven (7) days written notice. The Client agrees to pay GeoTek for all Work performed, including reporting costs to complete the file.

11.3 Neither party may assign duties or interest in this Agreement without the written consent of the other party. Amendments to this Agreement may be amended only by written amendments signed by both the Client and GeoTek.

11.4 If GeoTek is delayed in performance of the Work due to any cause beyond its reasonable control, such as strike, fire, act of God, government action, acts of a third party, or the Client, a reasonable time extension for performance of the Work shall be granted and GeoTek shall receive an equitable fee adjustment.

11.5 This Agreement shall be construed in accordance with laws of the State in which the project is located and any dispute associated with this Agreement and/or the Work, shall be venued only where the site of the Work is located.

11.6 If a provision of this Agreement is held to violate a law or regulation, that provision shall be deemed void, but all remaining provisions shall continue in force. The Client and GeoTek will, in good faith, attempt to replace the invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the original intent of the provision.

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:	November 3, 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 #R2025-74, Plat of Tract A of Julie's Addition, in the NE 1/4 of the NE 1/4 of Section 30, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Tract A of Julie's Addition, in the NE 1/4 of the NE 1/4 of Section 30, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by James & Julie Thue. Planning Commission motioned to approve. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 10-27-2025.		

RESOLUTION #R2025-74

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 27th day of October, 2025; and

WHEREAS, it appears from an examination of the PLAT OF TRACT A OF JULIE'S ADDITION, IN THE NE 1/4 OF THE NE 1/4 OF SECTION 30, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF TRACT A OF JULIE'S ADDITION, IN THE NE 1/4 OF THE NE 1/4 OF SECTION 30, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Thomas Lynn Week, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 3rd day of November, 2025.

MAYOR

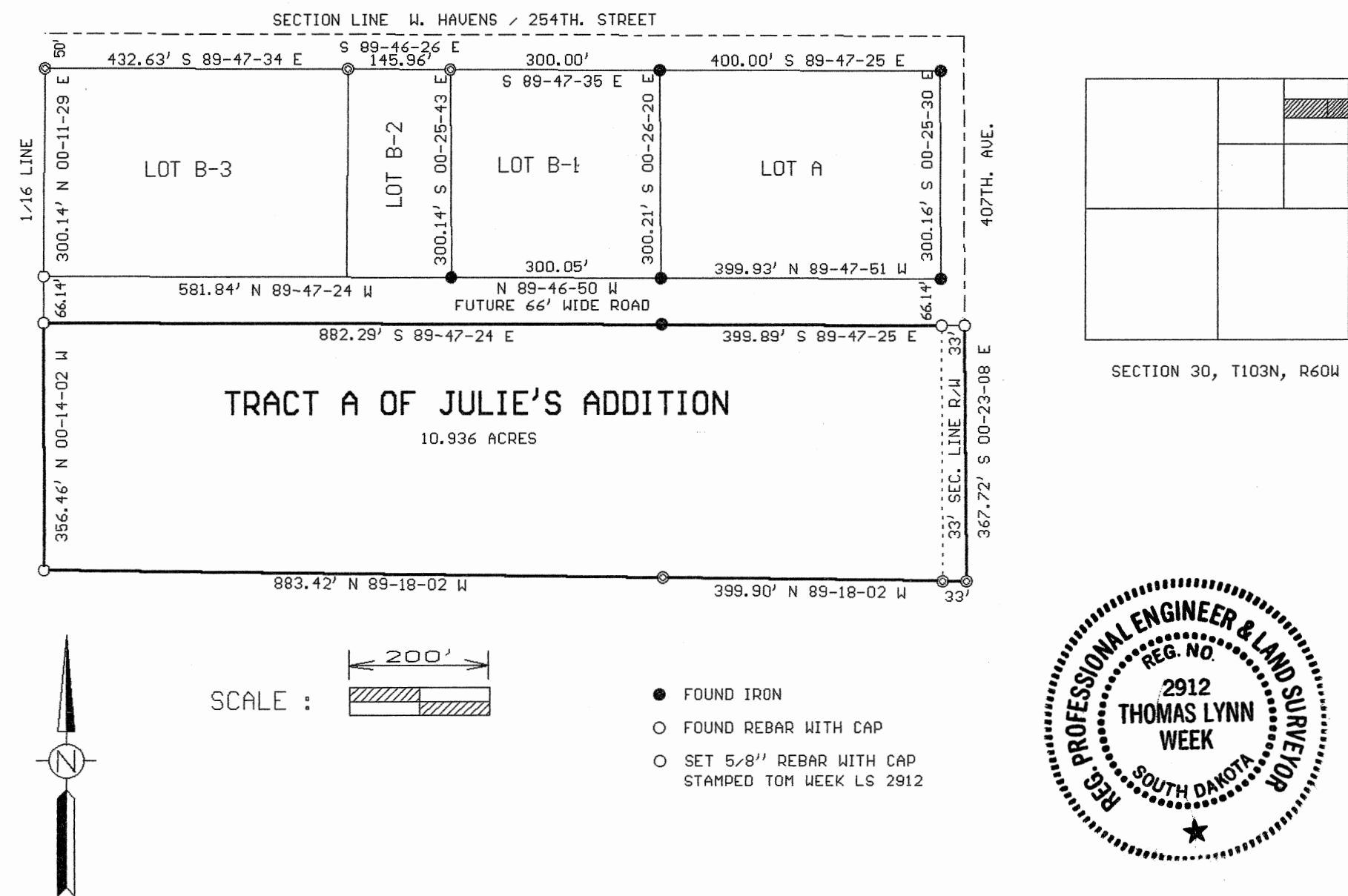
ATTEST:

FINANCE OFFICER

{SEAL}

PLAT OF TRACT A OF JULIE'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

THIS PLAT VACATES PREVIOUSLY PLATTED LOT D, IN THE NE1/4 OF NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SD
FILED ON JULY 25TH., 2019, IN PB 35, PAGE 28.



SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNERS, MADE A SURVEY OF TRACT A OF JULIE'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. SAID SURVEY AND PLAT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 13TH. DAY OF OCTOBER, 2025.

THOMAS LYNN WEEK
REGISTERED LAND SURVEYOR
REG. NO. 2912

CERTIFICATE OF STREET AUTHORITY

ACCESS TO TRACT A IS FROM THE EXISTING APPROACH OFF OF 407TH. AVE. ANY FURTHER ACCESS WILL REQUIRE ADDITIONAL APPROVAL.

DATED THIS ____ DAY OF _____, 2025.

COUNTY HIGHWAY REPRESENTATIVE

DIRECTOR OF EQUALIZATION CERTIFICATE

THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THE FOREGOING PLAT. DATED THIS ____ DAY OF _____, 2025.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF
EQUALIZATION, DAVISON COUNTY, S.D.

PLAT OF TRACT A OF JULIE’S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

OWNER’S CERTIFICATE AND AGREEMENT OF PROTECTION OF WATER

WE, JAMES THUE A/K/A JAMES W. THUE AND JULIE THUE A/K/A JULIE A. THUE, DO HEREBY CERTIFY, THAT WE ARE THE ABSOLUTE AND UNQUALIFIED OWNERS OF THE ABOVE DESCRIBED REAL PROPERTY: TRACT A OF JULIE’S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. THAT THE ABOVE SURVEY AND PLAT WERE MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND INCLUDED IN THE BOUNDARIES OF TRACT A, SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH ADDITION, AND SHALL IN PROSECUTION OF SUCH PROTECTION CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATIONS THAT WASTE WATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM. THIS PLAT VACATES PREVIOUSLY PLATTED LOT D, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. FILED ON JULY 25TH. 2019, IN PB 35, PAGE 28.

DATED THIS _____ DAY OF _____, 2025.

JAMES THUE A/K/A
JAMES W. THUE

JULIE THUE A/K/A
JULIE A. THUE

STATE OF _____
COUNTY OF _____

ON THIS _____ DAY OF _____, 2025, BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED JAMES THUE A/K/A JAMES W. THUE AND JULIE THUE A/K/A JULIE A. THUE, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC

RESOLUTION OF COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE DAVISON COUNTY, SOUTH DAKOTA, PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING TRACT A OF JULIE’S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR DAVISON COUNTY, AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA IS RECOMMENDED.

THE FOREGOING RESOLUTION WAS PASSED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, 2025.

CHAIRMAN/VICE CHAIRMAN, PLANNING COMMISSION

RESOLUTION OF APPROVAL

WHEREAS, IT APPEARS THAT THE OWNERS THEREOF HAVE CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: TRACT A OF JULIE’S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA AND HAVE SUBMITTED SUCH PLAT TO THE COUNTY COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA FOR APPROVAL. NOW THEREFORE BE IT RESOLVED, THAT SUCH PLAT HAS BEEN EXECUTED ACCORDING TO THE LAW AND SAME IS HEREBY APPROVED. THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

I, _____, COUNTY AUDITOR/DEPUTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, ON THIS _____ DAY OF _____, 2025.

COUNTY AUDITOR/DEPUTY AUDITOR

CHAIRMAN/VICE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

PLAT OF TRACT A OF JULIE'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF TRACT A OF JULIE'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, HERETOFORE FILED IN THE OFFICE OF CITY FINANCE OFFICER OF MITCHELL, SOUTH DAKOTA, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF THE SAID CITY OF MITCHELL, SOUTH DAKOTA; AND WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION; NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT A OF JULIE'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, 2025.

CITY PLANNING COMMISSION BY: _____

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE _____ DAY OF _____, 2025; AND WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF TRACT A OF JULIE'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, AS PREPARED BY THOMAS LYNN WEEK, A DULY LICENSED LAND SURVEYOR IN AND FOR THE STATE OF SOUTH DAKOTA, THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT A OF JULIE'S ADDITION, IN THE NE1/4 OF THE NE1/4 OF SECTION 30, T103N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY THOMAS LYNN WEEK, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH HEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE _____ DAY OF _____, 2025.

FINANCE OFFICER BY: _____

TREASURER CERTIFICATE

THE UNDERSIGNED, COUNTY TREASURER\DEPUTY TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS _____ DAY OF _____, 2025.

TREASURER/DEPUTY TREASURER DAVISON COUNTY, S.D.

REGISTER OF DEEDS CERTIFICATE

THE UNDERSIGNED, REGISTER OF DEEDS\DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT THE ORIGINAL PLAT WAS FILED FOR RECORD THIS _____ DAY OF _____, 2025, _____ O'CLOCK ____ M., AND DULY RECORDED IN BOOK _____, PAGE _____.

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, S.D.

PREPARED BY TOM WEEK
407 REGAL DRIVE
YANKTON, SOUTH DAKOTA 57078
605-665-8333



CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	November 3, 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 #R2025-75, Plat of Tract 1 of Verna Hofer's Addition, in the W 1/2 of the NW 1/4 of Section 13, T 102 N, R 60 W of the 5th P.M., Davison County South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Tract 1 of Verna Hofer's Addition, in the W 1/2 of the NW 1/4 of Section 13, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Verna Hofer. Planning Commission motioned to approve. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 10-27-2025.		

RESOLUTION #R2025-75

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 27th day of October, 2025; and

WHEREAS, it appears from an examination of the PLAT OF TRACT 1 OF VERNA HOFER'S ADDITION, IN THE W 1/2 OF THE NW 1/4 OF SECTION 13, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY SOUTH DAKOTA, as prepared by Thomas Lynn Week, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF TRACT 1 OF VERNA HOFER'S ADDITION, IN THE W 1/2 OF THE NW 1/4 OF SECTION 13, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY SOUTH DAKOTA, as prepared by Thomas Lynn Week, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 3rd day of November, 2025.

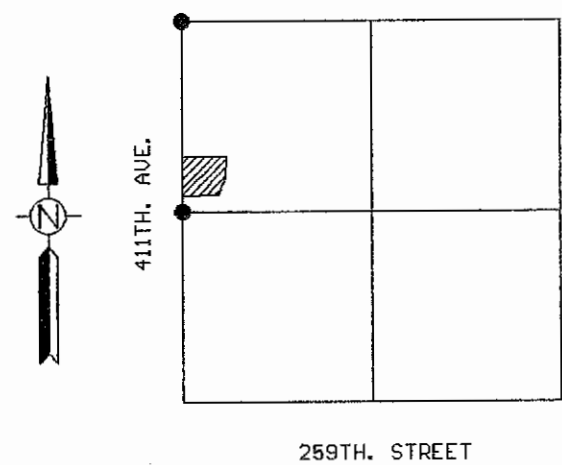
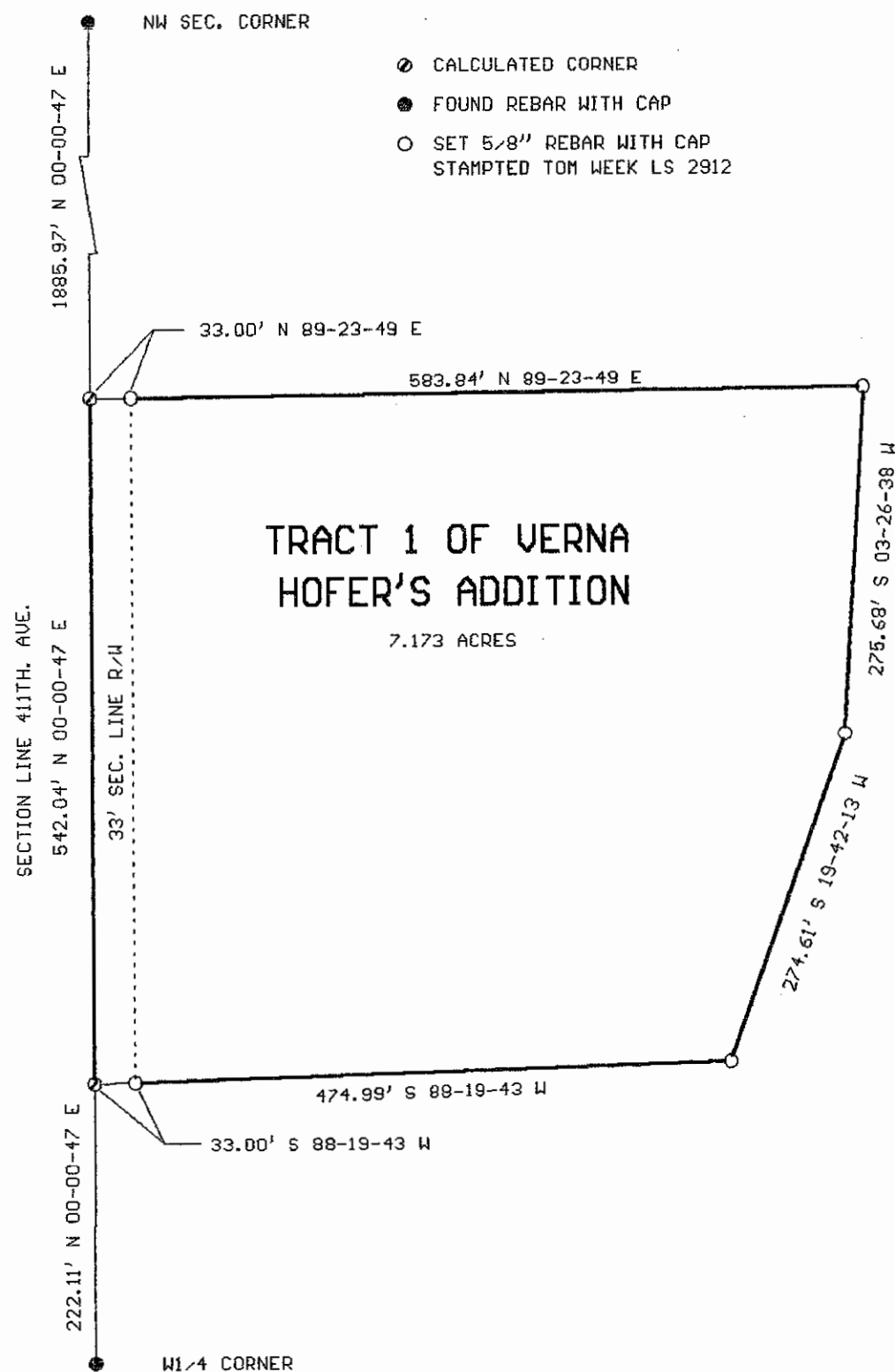
MAYOR

ATTEST:

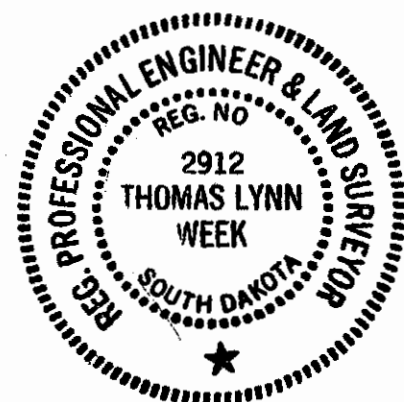
FINANCE OFFICER

{SEAL}

PLAT OF TRACT 1 OF Verna Hofer's Addition, in the W1/2 of the NW1/4 of Section 13, T102N, R60W of the 5th. P.M., Davison County, South Dakota.



SCALE : 133'



SURVEYORS CERTIFICATE

I, THOMAS LYNN WEEK, REGISTERED LAND SURVEYOR IN YANKTON, SOUTH DAKOTA, HAVE AT THE DIRECTION OF THE OWNER, MADE A SURVEY OF TRACT 1 OF Verna Hofer's Addition, in the W1/2 of the NW1/4 of Section 13, T102N, R60W of the 5th. P.M., Davison County, South Dakota. I HAVE SET IRON PINS AS SHOWN AND SURVEY AND PLAT ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 15TH. DAY OF OCTOBER, 2025.

Thomas Lynn Week
THOMAS LYNN WEEK
REGISTERED LAND SURVEYOR
REG. NO. 2912

CERTIFICATE OF STREET AUTHORITY

THERE IS AN EXISTING DRIVEWAY OFF OF 411TH. AVE., TO TRACT 1 OF Verna Hofer's Addition,

DATED THIS _____ DAY OF _____, _____.

TOWNSHIP/COUNTY HIGHWAY REPRESENTATIVE

SHEET 1 OF 4

PLAT OF TRACT 1 OF VERNA HOFER'S ADDITION, IN THE W1/2 OF THE NW1/4 OF SECTION 13, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

OWNER'S CERTIFICATE AND AGREEMENT OF PROTECTION OF WATER

I, VERNA J. HOFER, AS TRUSTEE OF THE VERNA J. HOFER REVOCABLE LIVING TRUST AGREEMENT, DO HEREBY CERTIFY THAT THE VERNA J. HOFER REVOCABLE LIVING TRUST AGREEMENT IS THE ABSOLUTE AND UNQUALIFIED OWNER OF TRACT 1 OF VERNA HOFER'S ADDITION, IN THE W1/2 OF THE NW1/4 OF SECTION 13, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA. THAT THE ABOVE SURVEY AND PLAT WERE MADE AT MY REQUEST AND UNDER MY DIRECTION FOR THE PURPOSE OF LOCATING, MARKING AND PLATTING THE SAME, AND THAT SAID PROPERTY IS FREE FROM ALL ENCUMBRANCES. THE DEVELOPMENT OF THIS LAND INCLUDED IN THE BOUNDARIES OF TRACT 1, SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING SUBDIVISION AND EROSION AND SEDIMENT CONTROL REGULATIONS. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH ADDITION, AND SHALL IN PROSECUTION OF SUCH PROTECTION CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY THE DEVELOPER OF THIS PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATIONS THAT WASTE WATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM.

DATED THIS 16 DAY OF Oct, 2025.

Verna J. Hofer
VERNA J. HOFER, TRUSTEE

STATE OF South Dakota
COUNTY OF Sankarn

ON THIS 16 DAY OF October, 2025 BEFORE ME THE UNDERSIGNED OFFICER, PERSONALLY APPEARED VERNA J. HOFER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND WHO ACKNOWLEDGED TO ME THAT SHE AS TRUSTEE, EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED. IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES 3/11/2031

Kathy Zoss
NOTARY PUBLIC



RESOLUTION OF COUNTY PLANNING COMMISSION

BE IT RESOLVED BY THE DAVISON COUNTY, SOUTH DAKOTA, PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING TRACT 1 OF VERNA HOFER'S ADDITION, IN THE W1/2 OF THE NW1/4 OF SECTION 13, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA, AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR DAVISON COUNTY, AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA IS RECOMMENDED.

THE FOREGOING RESOLUTION WAS PASSED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, _____.

CHAIRMAN/VICE CHAIRMAN, PLANNING COMMISSION

RESOLUTION OF APPROVAL

WHEREAS, IT APPEARS THAT THE OWNER THEREOF HAS CAUSED A PLAT TO BE MADE OF THE FOLLOWING REAL PROPERTY: TRACT 1 OF VERNA HOFER'S ADDITION, IN THE W1/2 OF THE NW1/4 OF SECTION 13, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA AND HAS SUBMITTED SUCH PLAT TO THE COUNTY COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA FOR APPROVAL. NOW THEREFORE BE IT RESOLVED, THAT SUCH PLAT HAS BEEN EXECUTED ACCORDING TO THE LAW AND SAME IS HEREBY APPROVED. THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

I, _____, COUNTY AUDITOR/DEPUTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, ON THIS _____ DAY OF _____, _____.

COUNTY AUDITOR/DEPUTY AUDITOR

CHAIRMAN/VICE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS

PLAT OF TRACT 1 OF Verna Hofer's Addition, in the W1/2 of the NW1/4 of Section 13, T102N, R60W of the 5th. P.M., Davison County, South Dakota.

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF TRACT 1 OF Verna Hofer's Addition, in the W1/2 of the NW1/4 of Section 13, T102N, R60W of the 5th. P.M., Davison County, South Dakota, prepared by Thomas Lynn Week, duly licensed land surveyor in and for the state of South Dakota, heretofore filed in the office of city finance officer of Mitchell, South Dakota, has been submitted to the city planning commission of the said city of Mitchell, South Dakota; AND WHEREAS, THE CITY PLANNING COMMISSION, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the master plan for the city of Mitchell, South Dakota, heretofore adopted by this commission; NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT 1 OF Verna Hofer's Addition, in the W1/2 of the NW1/4 of Section 13, T102N, R60W of the 5th. P.M., Davison County, South Dakota, prepared by Thomas Lynn Week, a land surveyor, be and the same is hereby approved and its adoption by the city council of the city of Mitchell, South Dakota, is hereby recommended.

I, _____, CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE _____ DAY OF _____, _____.
CITY PLANNING COMMISSION BY: _____

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE _____ DAY OF _____, _____.; AND WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF TRACT 1 OF Verna Hofer's Addition, in the W1/2 of the NW1/4 of Section 13, T102N, R60W of the 5th. P.M., Davison County, South Dakota, as prepared by Thomas Lynn Week, a duly licensed land surveyor in and for the state of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the master plan adopted by the city planning commission of the city of Mitchell, South Dakota, and that such plat has been prepared according to law; THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF TRACT 1 OF Verna Hofer's Addition, in the W1/2 of the NW1/4 of Section 13, T102N, R60W of the 5th. P.M., Davison County, South Dakota, prepared by Thomas Lynn Week, a land surveyor, be and the same is hereby approved and the description set forth herein and the accompanying surveyor's certificate shall prevail.

I, _____, FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD ON THE _____ DAY OF _____, _____.
FINANCE OFFICER BY: _____

PLAT OF TRACT 1 OF VERNA HOFER'S ADDITION, IN THE W1/2 OF THE NW1/4 OF SECTION 13, T102N, R60W OF THE 5TH. P.M., DAVISON COUNTY, SOUTH DAKOTA.

DIRECTOR OF EQUALIZATION CERTIFICATE

THE UNDERSIGNED, COUNTY DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THE FOREGOING PLAT. DATED THIS ____ DAY OF _____, _____.

DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF
EQUALIZATION, DAVISON COUNTY, S.D.

TREASURER CERTIFICATE

THE UNDERSIGNED, COUNTY TREASURER\DEPUTY TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF THIS OFFICE, HAVE BEEN PAID. DATED THIS ____ DAY OF _____, _____.

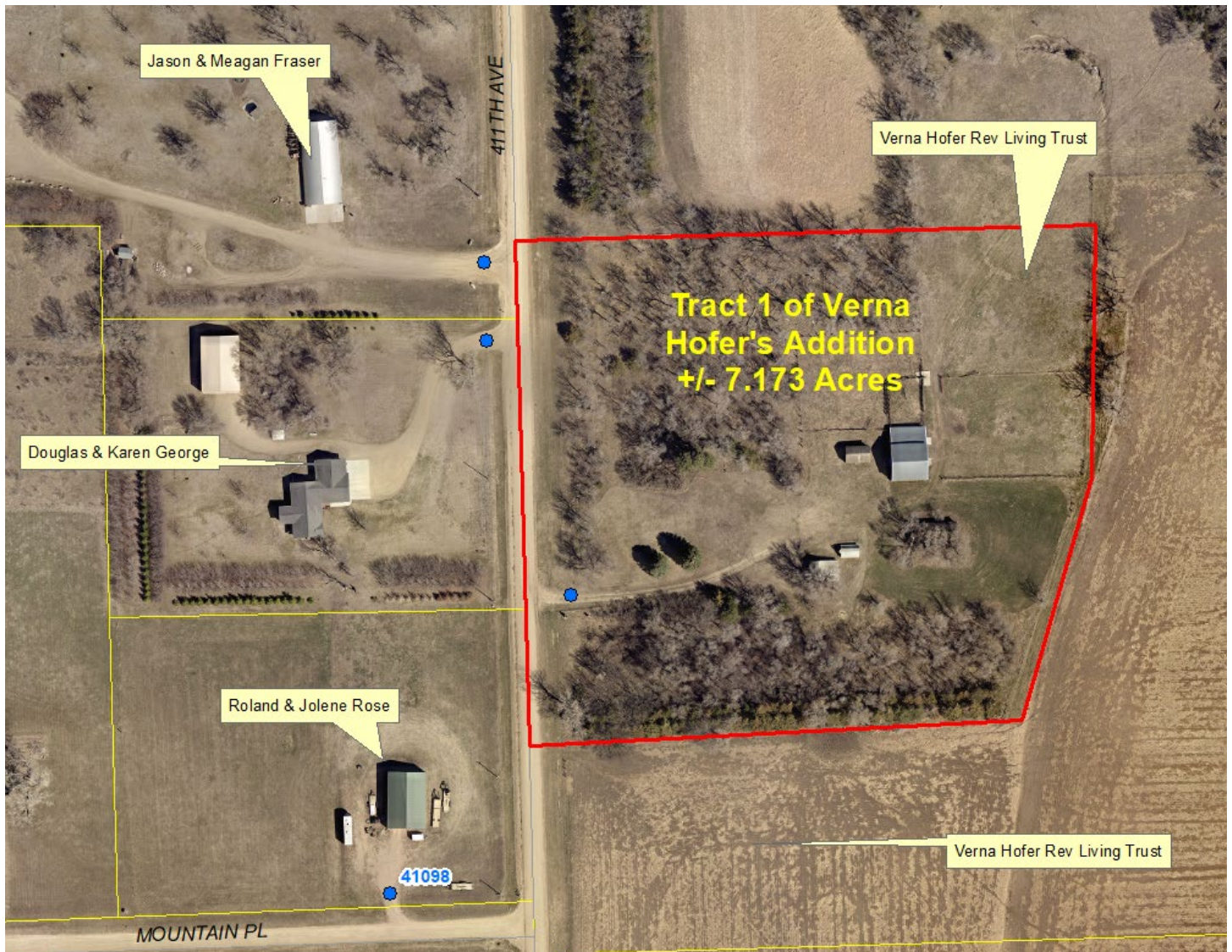
TREASURER/DEPUTY TREASURER DAVISON COUNTY, S.D.

REGISTER OF DEEDS CERTIFICATE

THE UNDERSIGNED, REGISTER OF DEEDS\DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, SOUTH DAKOTA, HEREBY CERTIFIES THAT THE ORIGINAL PLAT WAS FILED FOR RECORD THIS ____ DAY OF _____, _____, _____ O'CLOCK ____ M., AND DULY RECORDED IN BOOK _____, PAGE _____.

REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS, DAVISON COUNTY, S.D.

PREPARED BY TOM WEEK
407 REGAL DRIVE
YANKTON, SOUTH DAKOTA 57078
605-665-8333



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	November 3, 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 #R2025-76, Plat of Lot 14C, Block 14, Morningview Addition		
Explanation/Background of Agenda Item Requested:	Plat of Lot 14C, Block 14, Morningview Addition to the City of Mitchell in the SE 1/4 of Section 28, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by JVN Properties LLC. Planning Commission motioned to approve. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 10-27-2025.		

RESOLUTION #R2025-76

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 27th day of October, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 14C, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL IN THE SE 1/4 OF SECTION 28, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 14C, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL IN THE SE 1/4 OF SECTION 28, 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 3rd day of November, 2025.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



1 Inch = 100 Feet

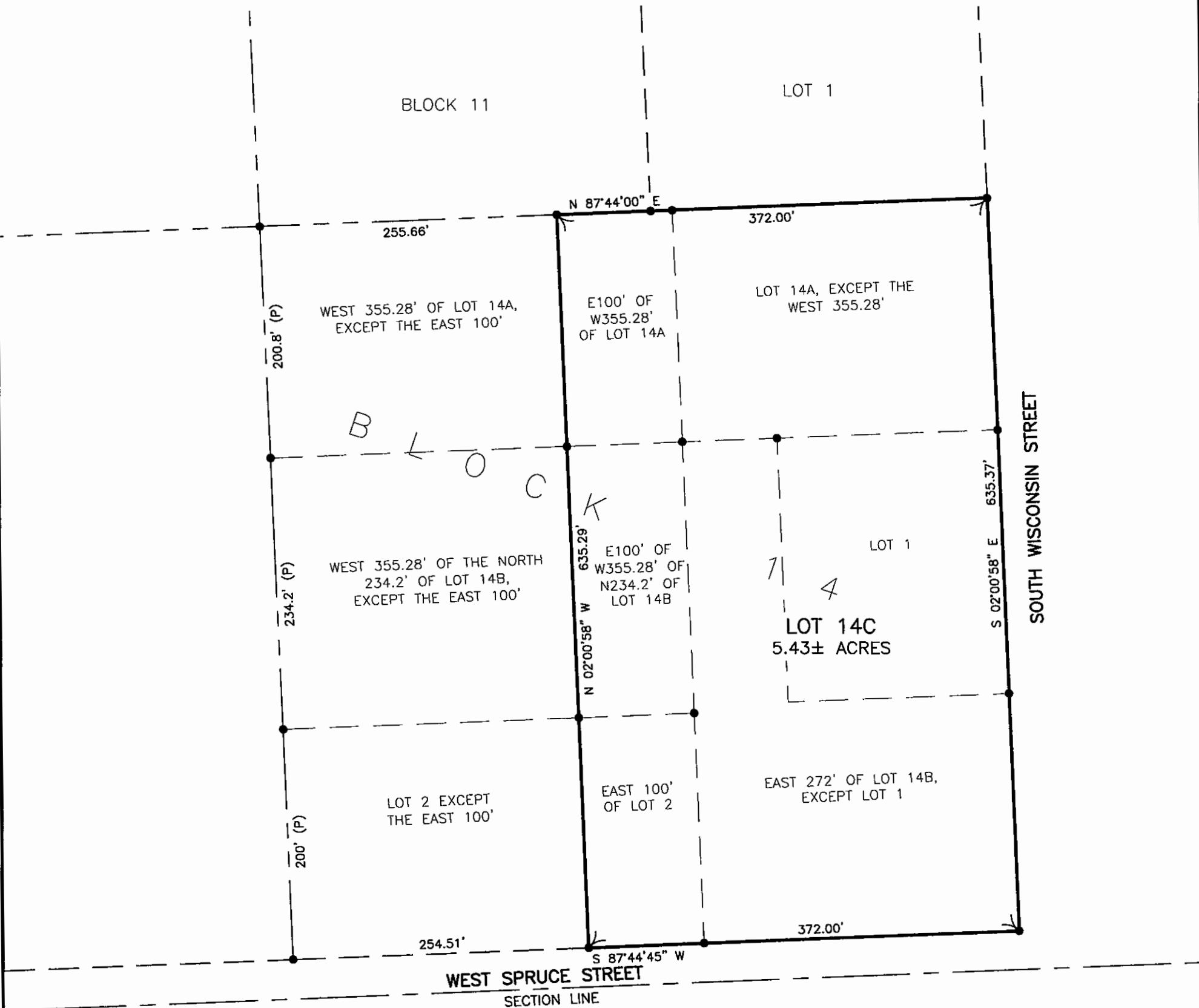
LEGEND

- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- △ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
- WM = WITNESS MONUMENT

PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 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.



A PLAT OF LOT 14C, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL IN THE SE 1/4 OF SECTION 28, 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 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 October 10, 2025, survey the parcel of land described as follows: LOT 14C, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 28, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate previously platted LOT 1, WITHIN THE EAST 272 FEET OF LOT 14B, BLOCK 14 OF MORNINGVIEW ADDITION TO THE CITY OF MITCHELL IN THE SE 1/4 OF SECTION 28, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 12 ON PAGE 42; A PORTION OF LOT 2, A SUBDIVISION OF LOT 14B, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL IN THE SE 1/4 OF SECTION 28, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 16 ON PAGE 87 AND POTIONS OF LOTS 14A AND 14B, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL IN THE SE 1/4 OF SECTION 28, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN PLAT BOOK 4 ON PAGE 102.

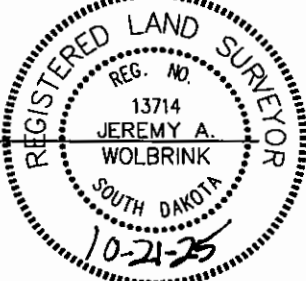
In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 21st day of October, 2025.

Registered Land Surveyor #SD13714



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 LOT 14C, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL IN THE SE 1/4 OF SECTION 28, 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 _____ day of _____, 2025.

Jon Mentele, member of James Valley Properties, LLC,
a South Dakota Limited Liability Company

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2025, before me, _____, the undersigned officer, personally appeared Jon Mentele, who acknowledged himself to be a member of James Valley Properties, LLC, a South Dakota Limited Liability Company, and that he, as such member, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as a member.

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

Notary Public, South Dakota
My Commission Expires: _____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT 14C, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 28, 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 LOT 14C, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 28, 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.

Chairperson/Vice Chairperson of the City of Mitchell
Planning Commission

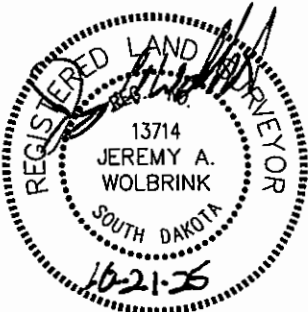
RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2025; and
WHEREAS, it appears from an examination of the plat of LOT 14C, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 28, 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 LOT 14C, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 28, 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

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 LOT 14C, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL IN THE SE 1/4 OF SECTION 28, T 103 N, R 60 W OF THE 5th P.M., DAVISON COUNTY, SOUTH DAKOTA

CERTIFICATE OF COUNTY TREASURER

The undersigned hereby certifies that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of this office, have been fully paid.

Treasurer/Deputy Treasurer of Davison County Date

DIRECTOR OF EQUALIZATION

The undersigned does hereby certify that a copy of the plat of LOT 14C, BLOCK 14, MORNINGVIEW ADDITION TO THE CITY OF MITCHELL, IN THE SE 1/4 OF SECTION 28, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in this office.

Director of Equalization/Deputy Director of Equalization of Davison County Date

REGISTER OF DEEDS

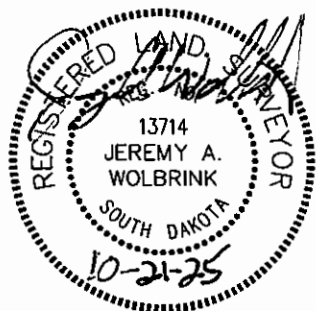
STATE OF SOUTH DAKOTA)
COUNTY OF DAVISON)SS

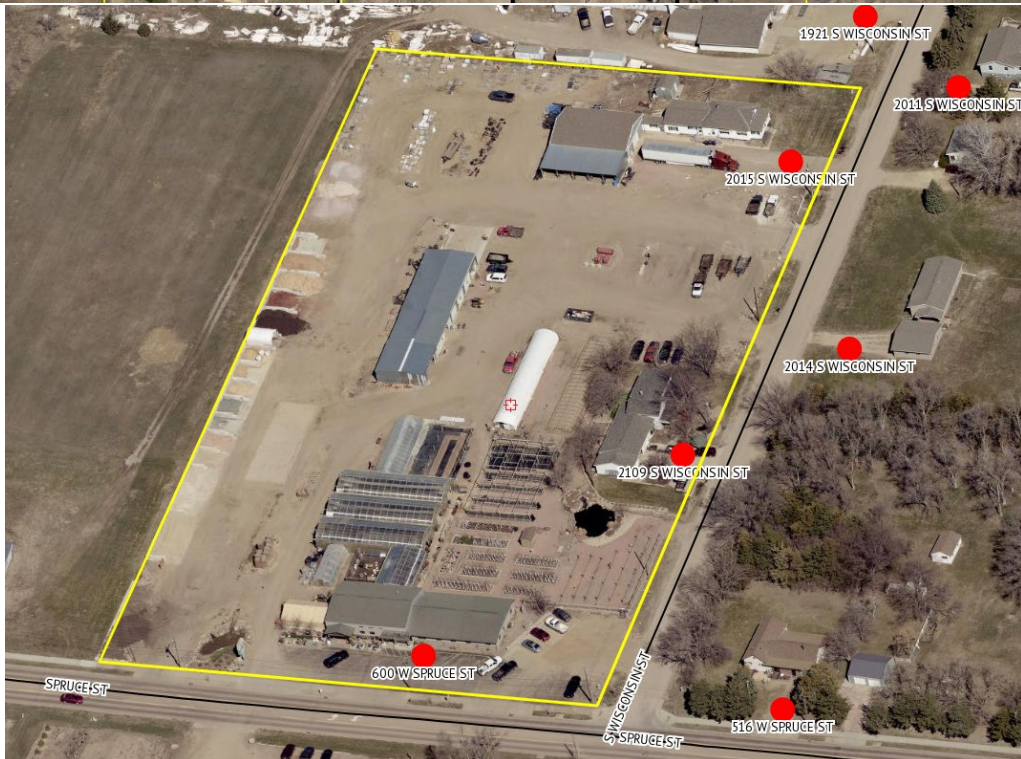
FILED for record this _____ day of _____, 2025, at _____, and recorded in Book _____ of Plats on Page(s) _____ therein and recorded on Document Number _____.

Register of Deeds, Davison County By _____ Deputy

SPN

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





CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	November 3, 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 #R2025-77, Plat of Lot 1 of Brunsen's Addition in the South 1/2 of the SE 1/4 of Section 21 and the North 1/2 of the NE 1/4 of Section 28, All in T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota		
Explanation/Background of Agenda Item Requested:	Plat of Lot 1 of Brunsen's Addition in the South 1/2 of the SE 1/4 of Section 21 and the North 1/2 of the NE 1/4 of Section 28, All in T 104 N, R 60 W of the 5th P.M., Davison County, South Dakota; as requested by Jarrett & Sara Brunsen and Colleen Campbell. Planning Commission motioned to approve. All present voting aye; motion carried. See Planning Commission Unsigned Minutes 10-27-2025.		

RESOLUTION #R2025-77

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 27th day of October, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 3rd day of November, 2025.

MAYOR

ATTEST:

FINANCE OFFICER

{SEAL}



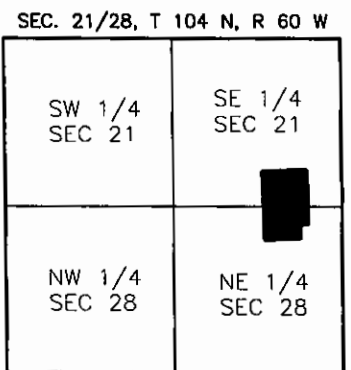
1 Inch = 200 Feet

- LEGEND**
- = FOUND IRON MONUMENT
 - = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 13714
 - 100' (P) = PLATTED BEARING OR DISTANCE
 - 100' = MEASURED BEARING OR DISTANCE
 - = SET NAIL
 - △ = SET SURVEY SPIKE
 - 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
 - = FOUND NAIL
 - ◇ = SET 3/8" X 12" SPIKE W/WASHER JAW-13714
 - WM = WITNESS MONUMENT

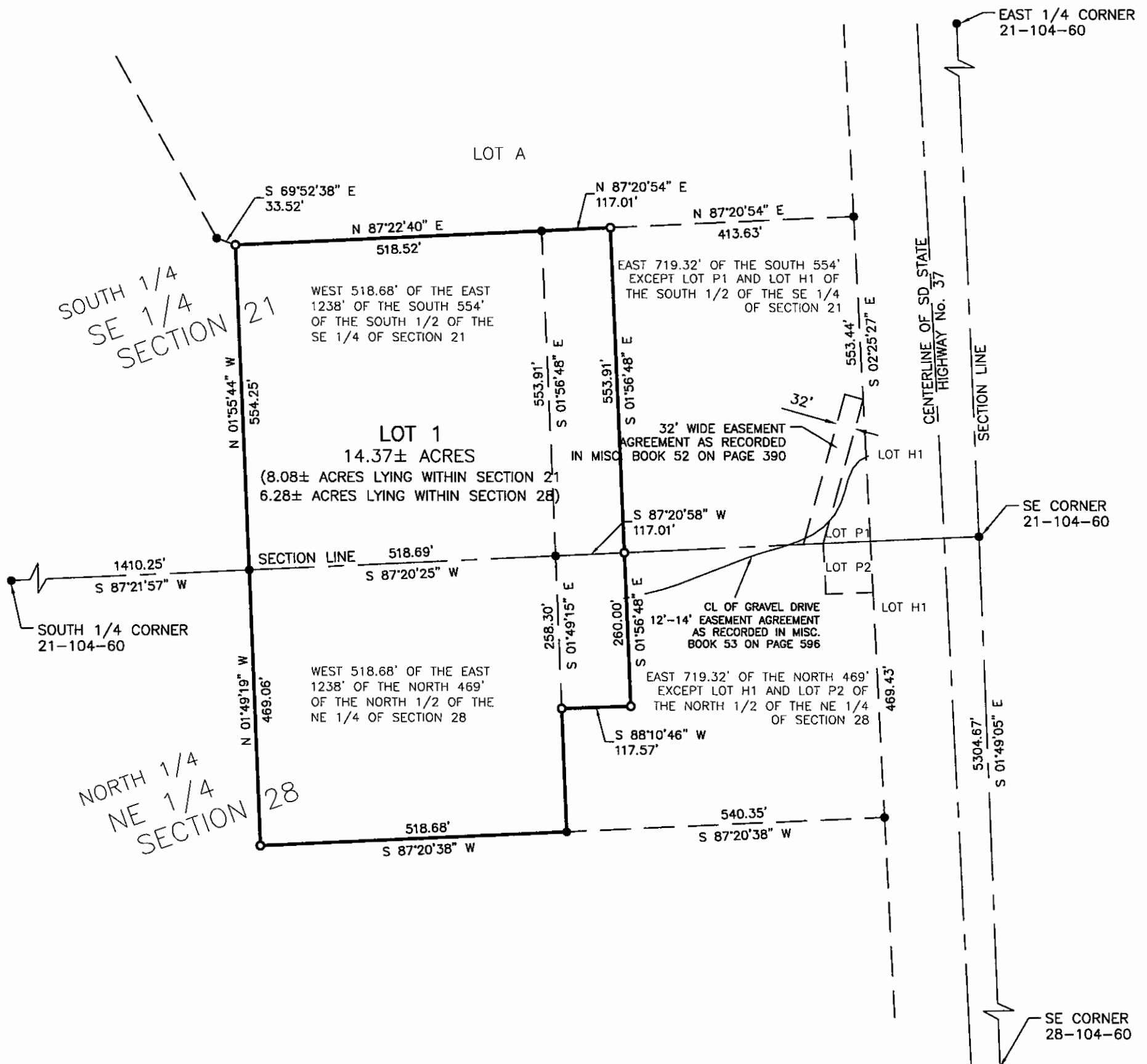
PREPARED BY: JEREMY A. WOLBRINK, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

COORDINATE SYSTEM IS SOUTH DAKOTA SOUTH ZONE,
STATE PLANE - NORTH AMERICAN
DATUM 1983 - GEOID 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.



LOCATION MAP
SCALE: 1" = 3000'



A PLAT OF LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, Jeremy A. Wolbrink, the undersigned, do hereby certify that I am a Registered Land Surveyor in the State of South Dakota. At the request of the owners as listed under 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 October 10, 2025, survey those parcels of land described as follows: LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA.

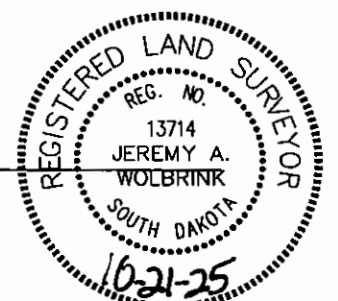
In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.

Dated this 21st day of October, 2025.

Registered Land Surveyor #SD13714

SPN

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



A PLAT OF LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

The undersigned does hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2025.

Chairperson/Vice Chairperson of the City of Mitchell
Planning Commission

RESOLUTION OF CITY COUNCIL

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

WHEREAS, it appears from an examination of the plat of LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

The undersigned 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

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, the plat of LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the County Auditor of Davison County, South Dakota, has been submitted to the County Planning Commission of the said County of Davison, South Dakota; and

WHEREAS, the County Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the County of Davison, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the County Planning Commission of Davison County, South Dakota, that the plat of LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Jeremy A. Wolbrink, a Land Surveyor, be and the same is hereby approved and its adoption by the Board of Commissioners of the County of Davison, South Dakota, is hereby recommended.

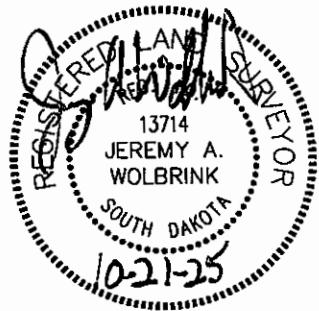
The undersigned hereby certifies that the foregoing resolution was passed by the County Planning Commission of Davison County, South Dakota, at a meeting thereof held on the _____ day of _____, 2025.

Chairperson/Vice-Chairperson of Davison County Planning Commission

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

Be it resolved by the Board of County Commissioners of Davison County, South Dakota, that the plat of LOT 1 OF BRUNSEN'S ADDITION IN THE SOUTH 1/2 OF THE SE 1/4 OF SECTION 21 AND THE NORTH 1/2 OF THE NE 1/4 OF SECTION 28, ALL IN T 104 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, which has been submitted for examination pursuant to law, is hereby approved and the County Auditor is hereby authorized and directed to endorse on such plat a copy of this Resolution and certify the same.

Dated this _____ day of _____, 2025.



Chairperson/Vice-Chairperson, Board of County Commissioners
of Davison County

SPN

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



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	November 3, 2025	Requested By:	Mark Jenniges
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Second 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. 02025-12

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



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

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

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

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

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

- Applicant is request to rezone property from 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**

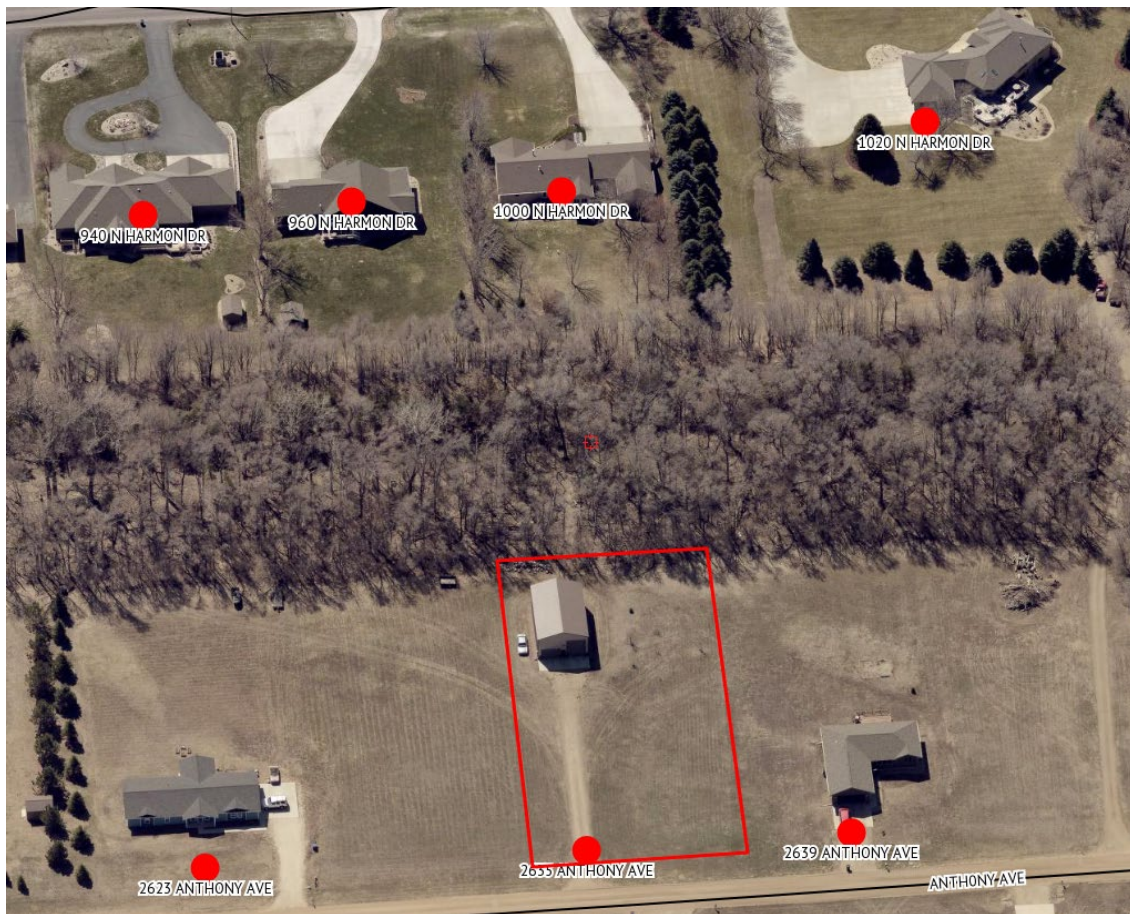
Dated this 29th of September, 2025.

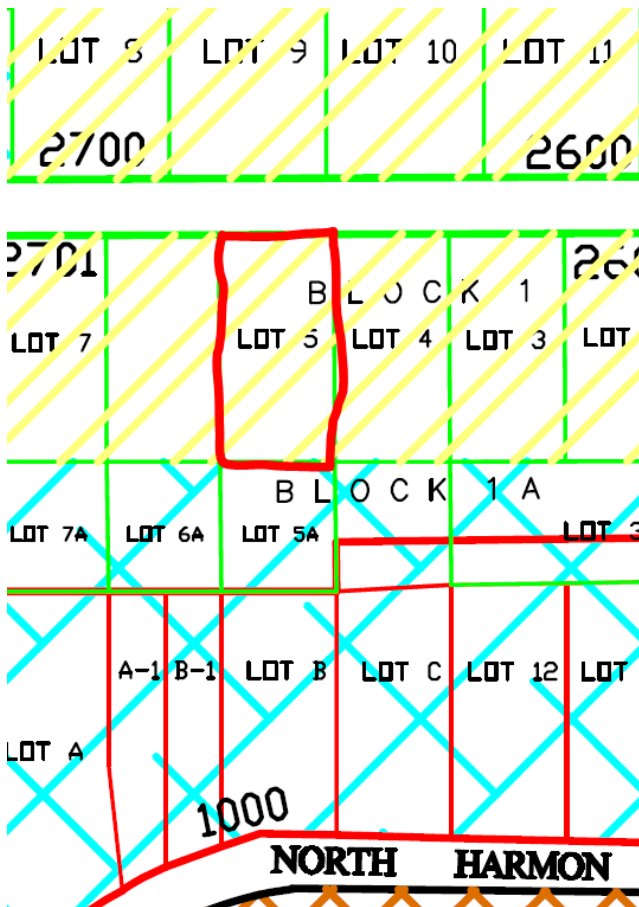
APPLICANT

A handwritten signature in black ink, appearing to read "Lyle & Jennifer Haring", written over a horizontal line.

Lyle & Jennifer Haring Trust

OWNER





	R-1		HB
	R-2		CN
	R-3		CB
	R-4		TWC
	R-5		I
	NS		PL
	UD		PD
			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

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

2030 Anthony Ave

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:

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 STEVEN C. Willis

OWNER

2630 Anthony Ave.

ADDRESS

X

APPROVE

DISAPPROVE

COMMENTS:



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: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

ORDINANCE #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.



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

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

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

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

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

- Applicant is request to rezone property from 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**

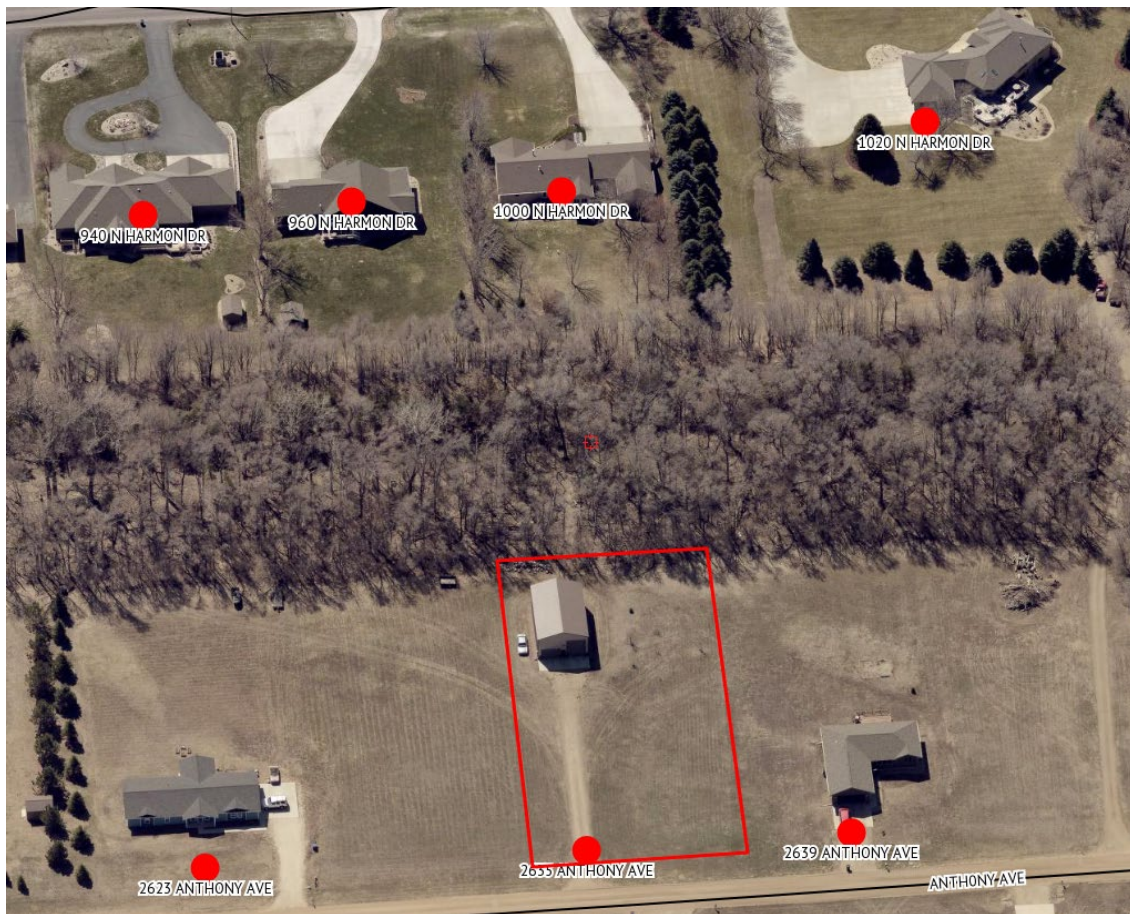
Dated this 29th of September, 2025.

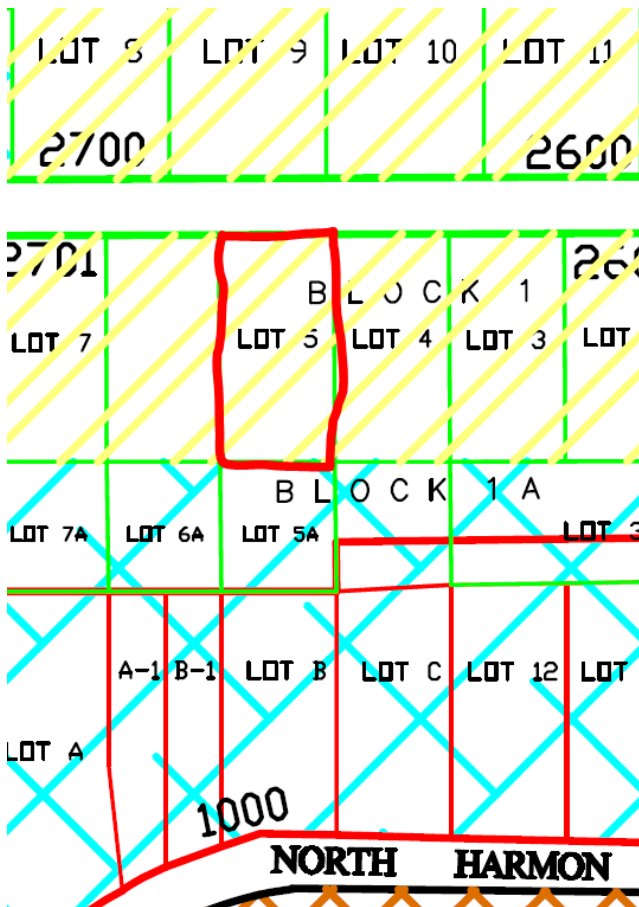
APPLICANT

A handwritten signature in black ink, appearing to read "Lyle & Jennifer Haring", written over a horizontal line.

Lyle & Jennifer Haring Trust

OWNER





	R-1		CN
	R-2		CB
	R-3		TWC
	R-4		I
	R-5		PL
	NS		PD
	UD		RL
	HB		

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



October 1, 2025

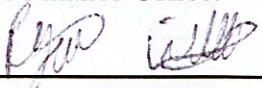
TO WHOM IT MAY CONCERN:

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:



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:

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

1070 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:	November 3, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Second Reading on Ordinance #O2025-14, 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: _____

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:	November 3, 2025	Requested By:	Dean Knippling
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #02025-11, Revising Mitchell City Code Section 5-3-4(l) In Regards to Nuisance Vegetation		
Explanation/Background of Agenda Item Requested:	This ordinance is an update to the existing ordinance in regards to nuisance vegetation. The ordinance would classify woody plants as weeds.		

ORDINANCE #O2025-11

AN ORDINANCE REVISING MITCHELL CITY CODE SECTION 5-3-4(I) IN REGARDS TO NUISANCE VEGETATION

WHEREAS the City of Mitchell has an existing nuisance code which contains a provision regarding maintenance and cutting of weeds and grass; and

WHEREAS the City desires to update this provision to provide more specific language regarding volunteer trees and shrubs; now therefore

BE IT ORDAINED BY THE CITY OF MITCHELL, SOUTH DAKOTA AS FOLLOWS:

Section 1.

That Mitchell City Code Section 5-3-4(I) be AMENDED to read as follows:

“I. Weeds Of Excess Height; Noxious Weeds: Permitting weeds to grow to maturity, permitting weeds or grass to grow in excess of seven inches (7") tall, or otherwise permitting landscaping that is characterized by uncontrolled growth or lack of maintenance on any platted property within the city. Woody plants, such as trees and shrubs, that appear spontaneously or unintentionally in a specific area without deliberate human planting or cultivation shall be considered landscaping characterized by uncontrolled growth. For unplatted property within the city, such length shall be ten inches (10"). Provided, however, that such limitations shall not apply to parks, gardens, arboreta, or similar facilities where plants in excess of the designated length are intentionally cultivated and maintained. All noxious weeds are prohibited.”

Section 2.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 3.

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

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2025.

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	November 3, 2025	Requested By:	Michelle Bathke
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2025-15, 2026 Annual Appropriation Ordinance		
Explanation/Background of Agenda Item Requested:	This is the first reading on the 2026 Annual Appropriation Ordinance. The ordinance reflects changes made by the City Council during budget meetings held on September 8, September 14, Seeptember 22, October 6, and October 20. The second reading and adoption is scheduled for November 17.		

**Ordinance #O2025-15
2026 Appropriation Ordinance**

Part 1 (SOCL 9-21-2)

Be it ordained by the City of Mitchell that the following sums are appropriated to meet the obligations of the municipality.

Governmental Funds

410	General Government																									
411	Legislative	149,827																								
411.5	Contingency	804,628																								
412	Executive	442,408																								
413	Elections	22,000																								
414	Financial Administration	1,571,531																								
419	Other	829,716																								
Total General Government		3,820,110																								
420	Public Safety																									
421	Police	5,191,333																								
421.5	E-911						1,085,600																			
422	Fire	4,672,747																								
Total Public Safety		9,864,080					1,085,600																			
430	Public Works																									
431	Highways and Streets	11,251,237																								
435	Airport										11,887,186															
437	Cemeteries	468,819																								
Total Public Works		11,720,056									11,887,186															
440	Health & Welfare																									
441	Health	49,000																								
446	Ambulance																									
Total Health & Welfare		49,000																								
450	Culture & Recreation																									
450	Allocations	96,938			185,000																					
451	Recreation		4,205,623					1,574,707	408,651																	
452	Parks		2,236,803	259,900																						
455	Libraries	812,939								35,000																
456	Auditorium																									
Total Culture and Recreation		909,877	6,442,426	259,900	185,000			1,574,707	408,651	35,000																
460	Conservation and Development																									
463	Urban Redevelopment and Assistance					1,012,500	85,392																			
465	Economic Opportunity	257,000																								
Total Conservation and Development		257,000				1,012,500	85,392																			
470	Debt Service	852,200		292,000																						
471	Principal										250,000	116,000	62,000	29,000	18,000	23,000	200,000	15,000	20,000	15,000	5,000	20,000	10,000		249,000	
472	Interest											4,000	8,000	6,000	7,000	2,000									13,000	
Total Debt Service		852,200		292,000							250,000	120,000	70,000	35,000	25,000	25,000	200,000	15,000	20,000	15,000	5,000	20,000	10,000		262,000	
510	Other Financing Uses																									
511	Operating Transfers Out	7,588,133				550,145																				
Total 2026 Appropriations		35,060,456	6,442,426	551,900	185,000	1,562,645	85,392	1,085,600	1,574,707	408,651	35,000	11,887,186	250,000	120,000	70,000	35,000	25,000	25,000	200,000	15,000	20,000	15,000	5,000	20,000	10,000	262,000

**Ordinance #O2025-15
2026 Appropriation Ordinance**

Part II (9-22-1)
(9-21-19)
(9-21-20)

The following designates the fund or funds that money derived from the following sources is applied to.

Governmental Funds

	101 General Fund	201 Park Fund	203 Lake Fund	209 BID #4	211 Entertainment Tax	213 BID #3	214 E-911	218 Community Services	219 Nutrition	226 Library Fines	230 Airport Fund	304 TID #8	305 TID #9	308 TID #14	313 TID #19	314 TID #20	315 TID #21	318 TID #24	319 TID #26	320 TID #27	321 TID #28	322 TID #29	323 TID #30	324 TID #31	350 Indoor Pool
Part II (9-22-1) (9-21-19) (9-21-20)																									
The following designates the fund or funds that money derived from the following sources is applied to.																									
Governmental Funds																									
Unassigned Fund Balance	3,750,000		-251,394	-115,700	412,645	20,392			101,978																45,500
310 Taxes	22,619,904			300,700	1,150,000							250,000	120,000	70,000	35,000	25,000	25,000	200,000	15,000	20,000	15,000	5,000	20,000	10,000	
320 Licenses and Permits	307,000																								
330 Intergovernmental Revenue	1,469,307	499,813					438,500	1,134,075	193,153		11,005,000														
340 Charges for Goods and Services	290,272	1,174,750	15,571				512,295	326,930	101,520		178,119														
350 Fines and Forfeits	24,000									35,000															
360 Miscellaneous Revenue	1,055,973	23,732				65,000		113,702	12,000																216,500
390 Other Sources	5,544,000	4,744,131	787,723				134,805				704,067														
Total Means of Finance	35,060,456	6,442,426	551,900	185,000	1,562,645	85,392	1,085,600	1,574,707	408,651	35,000	11,887,186	250,000	120,000	70,000	35,000	25,000	25,000	200,000	15,000	20,000	15,000	5,000	20,000	10,000	262,000

**Ordinance #O2025-15
2026 Appropriation Ordinance**

	602 Water Fund	604 Sewer Fund	612 Sanitation Fund	613 Corn Palace Fund	614 Golf Course Fund	619 Campground Fund	621 EMS Fund
Proprietary and Fiduciary Funds							
Beginning Unrestricted Cash	10,582,825	309,894	1,574,973	317,671	467,002	0	418,696
Estimated Revenue	8,277,644	8,989,926	2,997,500	1,944,043	1,327,650	118,600	2,202,714
TOTAL AVAILABLE	18,860,469	9,299,820	4,572,473	2,261,714	1,794,652	118,600	2,621,410
Less Appropriations (Expenses)	9,717,651	7,866,136	2,603,936	1,944,043	1,752,650	90,927	2,466,913
ESTIMATED SURPLUS	9,142,818	1,433,684	1,968,537	317,671	42,002	27,673	154,497
Less Estimated Surplus Retained	9,142,818	1,433,684	1,968,537	317,671	42,002	27,673	154,497
ESTIMATED SURPLUS TO BE TRANSFERRED TO GOVERNMENTAL FUNDS	0	0	0	0	0	0	0

Part IV

The Finance Officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditor

Amount to be certified to County Auditor- \$7,041,914

Attest:

Mayor

Finance Officer

First Reading: November 3, 2025
Second Reading: November 17, 2025
Adoption: November 17, 2025



Citizens Guide to the
2026
Annual Budget

First Reading: Monday, November 3rd
Second Reading and Adoption: Monday, November 17th

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Budget Work Sessions

September 8 at 5:30 PM

September 15 at 5:00 PM

September 22 at 5:30 PM

October 6 at 5:00 PM

October 20, following the City Council Meeting

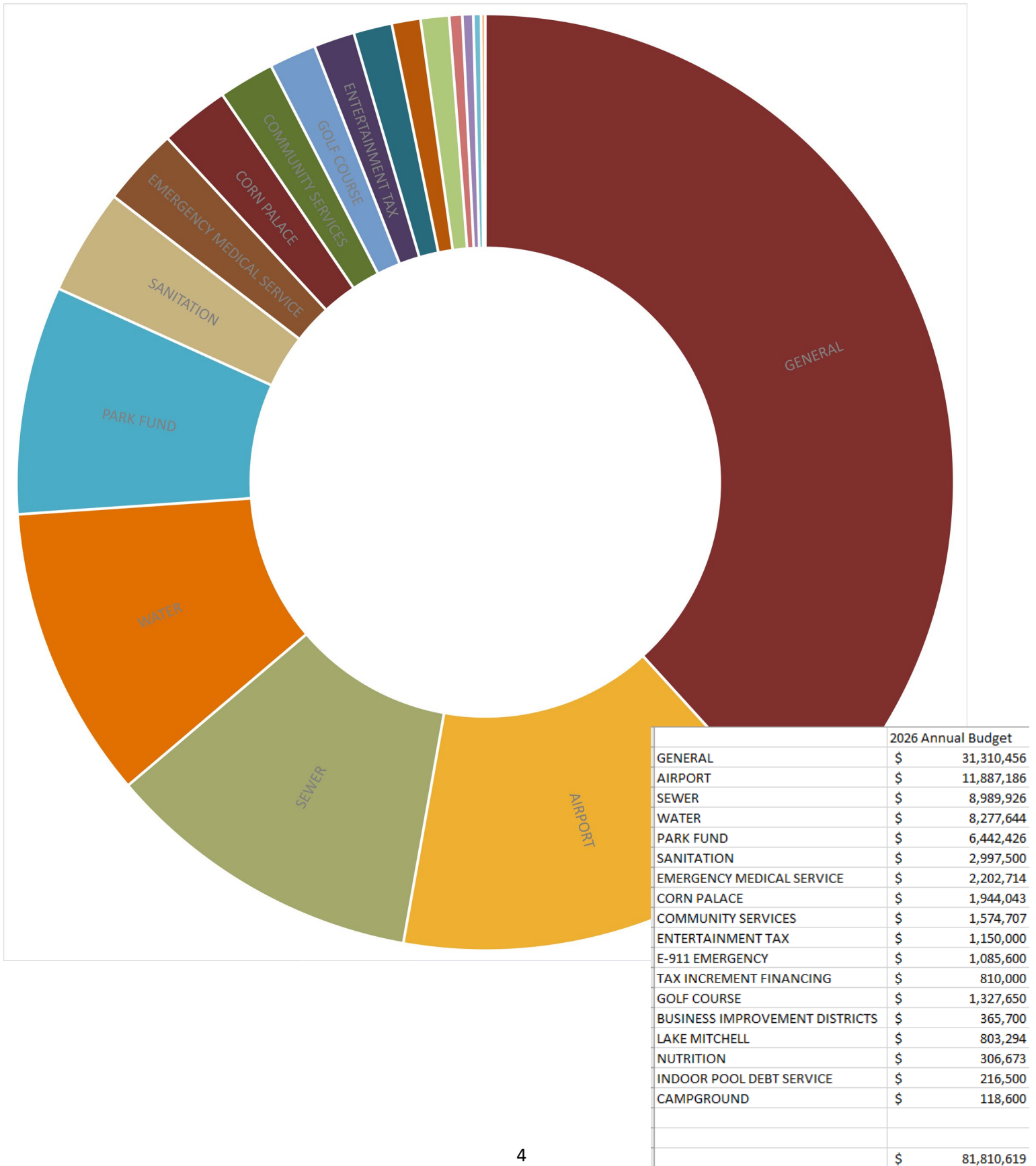
The Annual Budget Hearings are scheduled for:

November 3: First Reading

November 17: Second Reading & Adoption

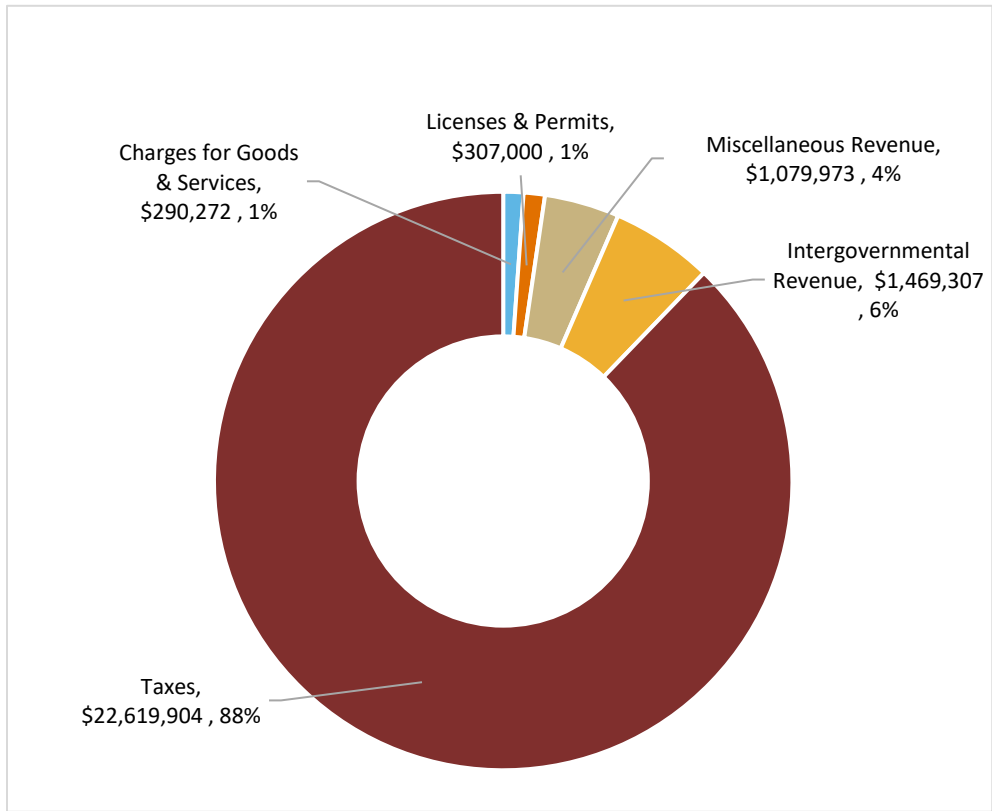
Revenue

The total amount proposed for revenue budgets in 2026 is \$81,810,619. Revenue is divided into several funds including General Fund, Special Revenue Funds, and Enterprise Funds. The 2026 proposed revenue budget is a decrease of \$536,459 from the 2025 revenue budget.



General Fund: 2026 Revenue Budgets

General Fund revenue serves as the main revenue for basic city operations. General Fund revenue is categorized into 5 different types of revenue: Taxes, Licenses & Permits, Intergovernmental Revenue, Charges for Goods & Services, and Miscellaneous revenue.



Taxes: Property tax, sales tax, franchise fees

Licenses & Permits: general permits, alcohol licenses, video lottery licenses, and cannabis licenses

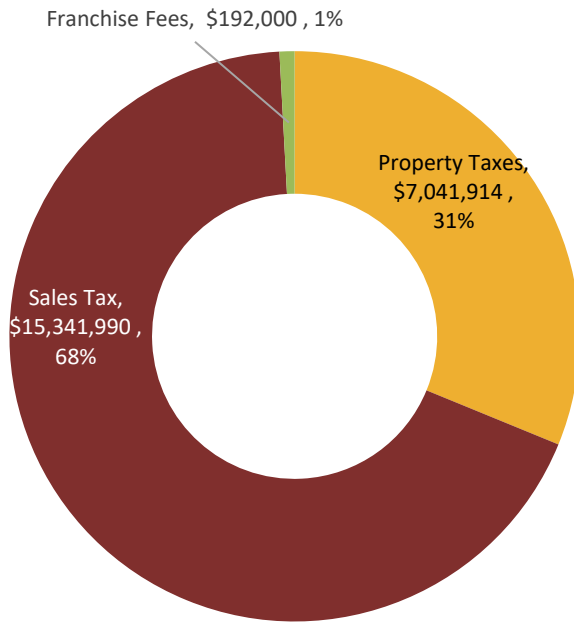
Intergovernmental Revenue: Surface Transportation Program Funds, State Taxes- Liquor, bank franchise, fire insurance premiums State & Federal Grants

Charges for Goods & Services: zoning, easements, police alarms/security, fire services, nuisance property fees, cemetery fees

Miscellaneous: Court fines, police fines, animal control, interest earned, rentals, nuisance abatement payments, Reimbursements

Tax Revenue

The largest source of revenue in the General Fund comes from taxes. Taxes are 88% of the total revenue received in the General Fund. Taxes can be broken into three general categories, Property Taxes, Sales Tax, and Franchise Fees.

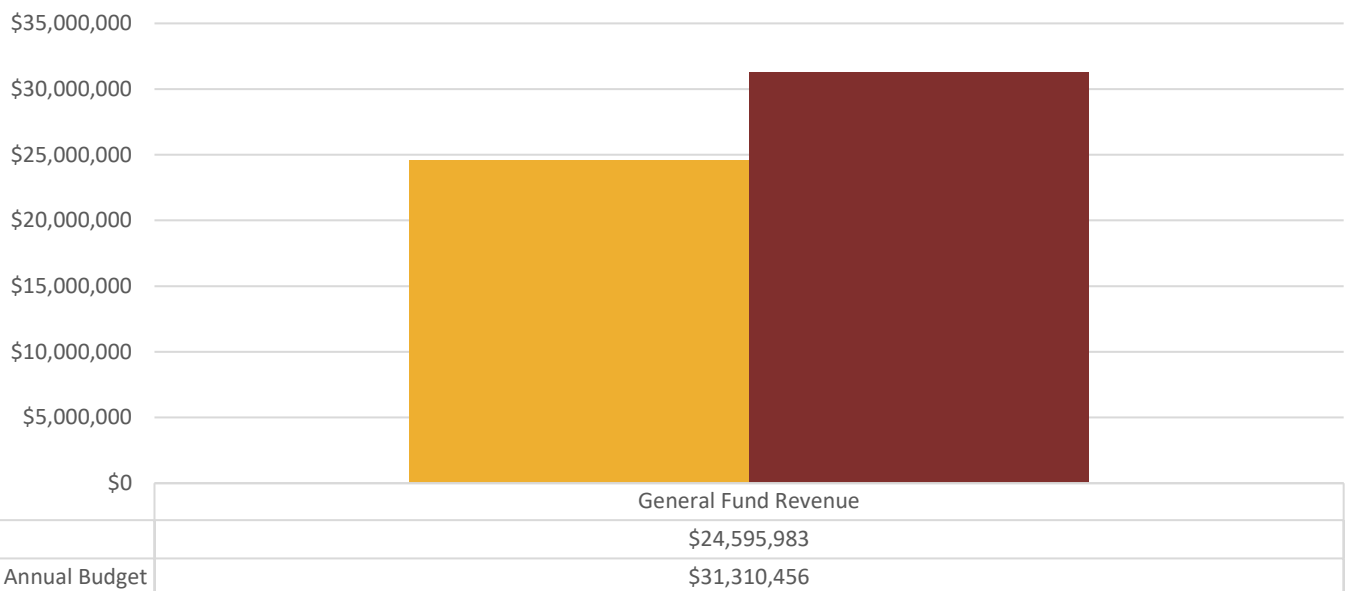


Sales Tax

- **68%** of the **total taxes** budgeted for 2026
- **49%** of the **total General Fund revenue** for 2026
- Sales Tax Budget includes a **14% increase** from the 2025 budget, but is at the **2024 actual collections level**.
- In 2025, sales tax collections are 4.04% above the 2024 levels as of the 1st half of October.

Property Taxes

- **31%** of the **total taxes budgeted** for 2026
- **22%** of the **total General Fund revenue** for 2026
- Property Tax budget includes a **2.9% for CPI** and **1.52% for growth**



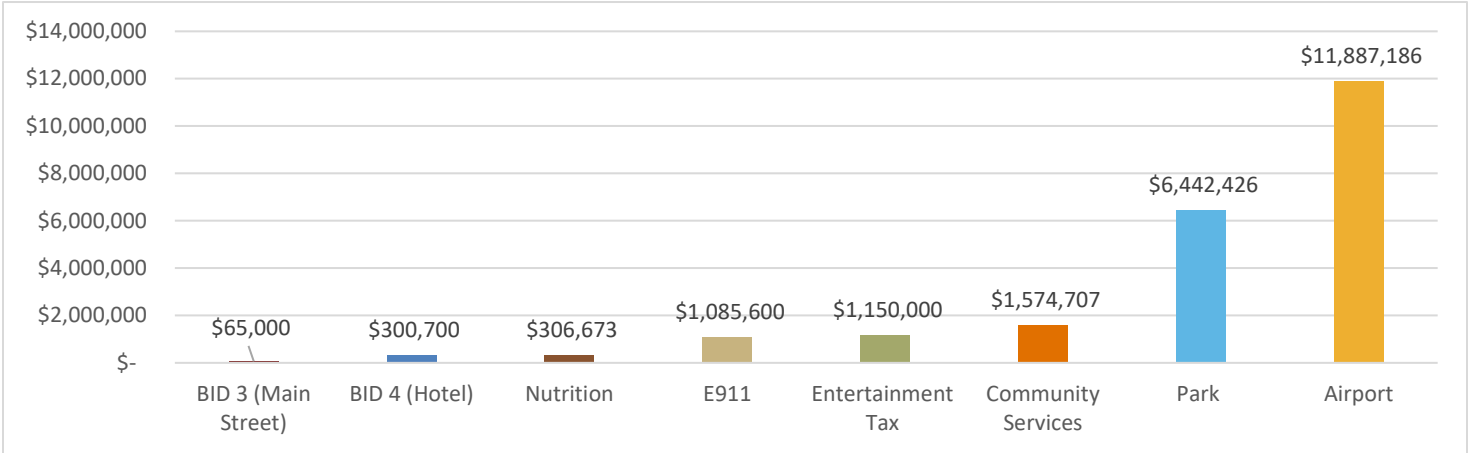
Changes from 2025 Budget

The 2026 General Fund revenue is budgeted to **increase \$6,714,473** from 2025. The majority of this change comes from anticipated financing for storm water improvement projects.

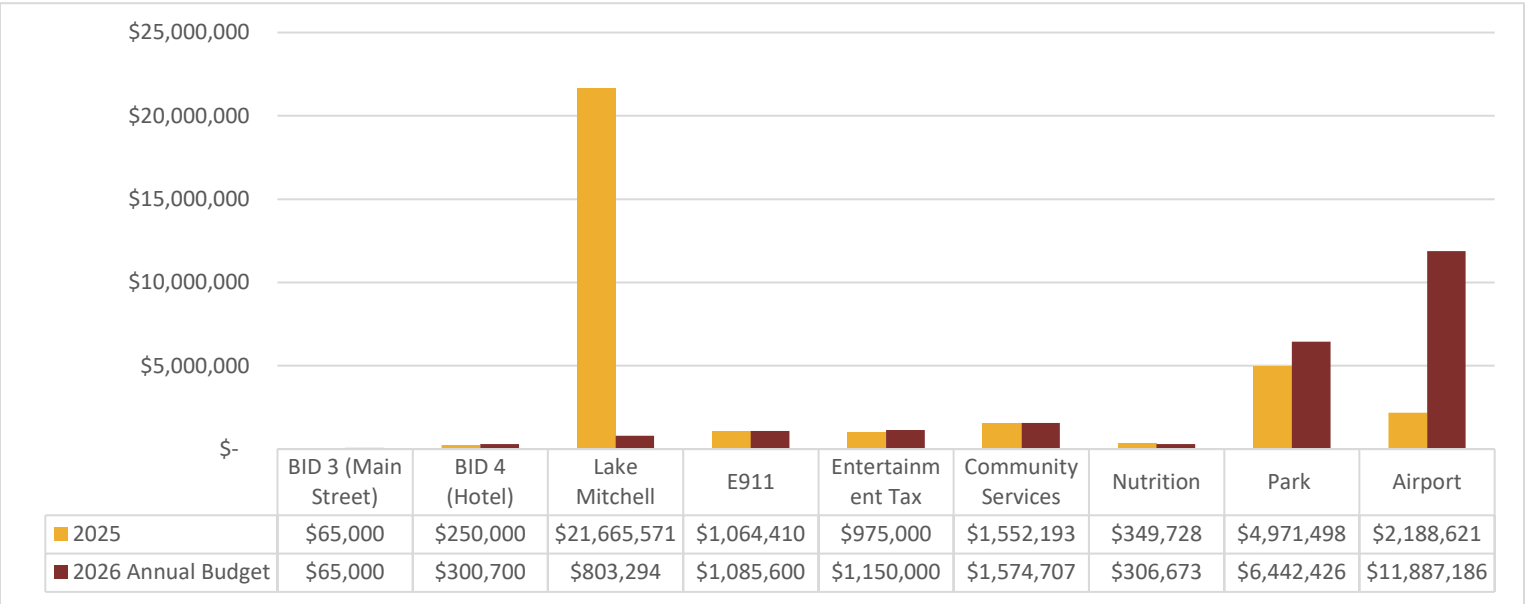
- **Sales Tax** is increasing \$1,909,000, up to the collection levels of 2024.
- **Property Tax** is increasing \$298,078.
- **Bond Proceeds** are increasing \$4,395,000 for storm water projects to be financed with State Revolving Fund (SRF) Loans.
- **Interest Income** is decreasing \$100,000 due to cash financing of projects budgeted for 2026.

Special Revenue Funds: 2026 Revenue Budgets

Special revenue funds generate revenue by the services they provide, but they may also receive support from General Fund. Special revenue funds for the City of Mitchell include: Airport, Business Improvement District 3 (Main Street), Business Improvement District 4 (Hotel Occupancy), Community Services, E911, Entertainment Tax, Lake Mitchell, Nutrition, and Park Fund.



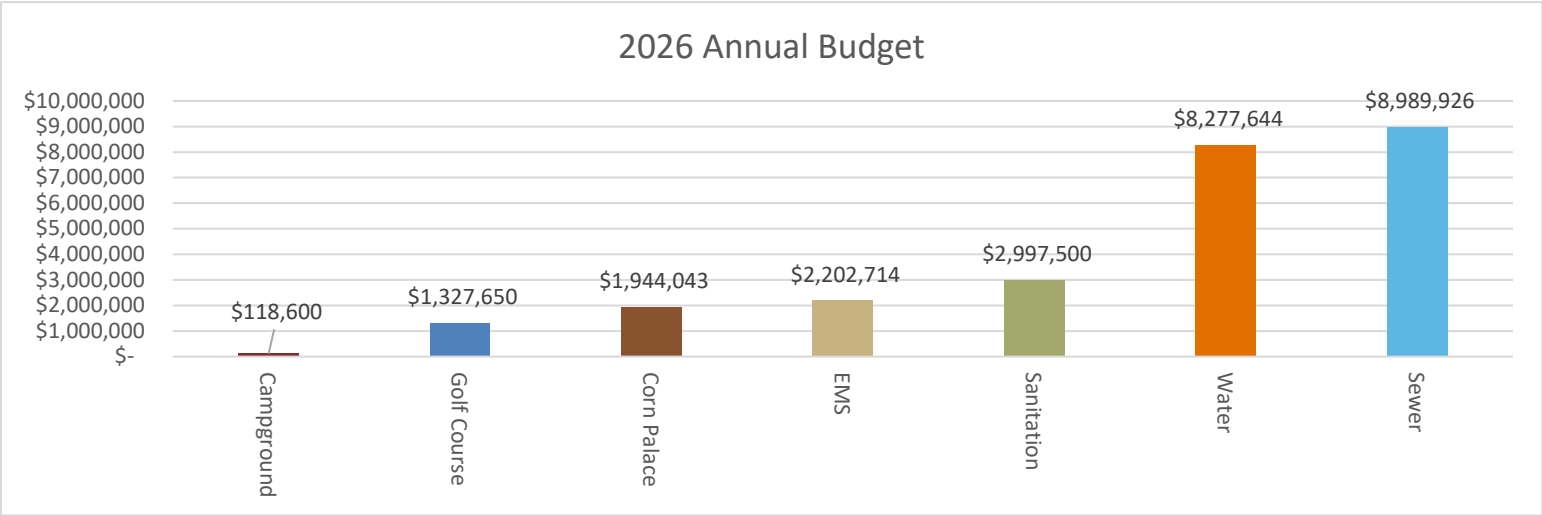
Changes from the 2025 Budget



- **Airport Fund** revenue increased due to a \$10,815,000 grant for the reconstruction of the airport runway.
- **Lake Mitchell Fund** revenue decreased due to removing budgeted funds for the Lake Mitchell project and grant funds received for the Jetty project.
- **Park Fund** revenue increased due to projected grant projects.
- The **BID 4 Fund** and **Entertainment Tax Fund** were both increased to match closer to actual revenue in previous years.

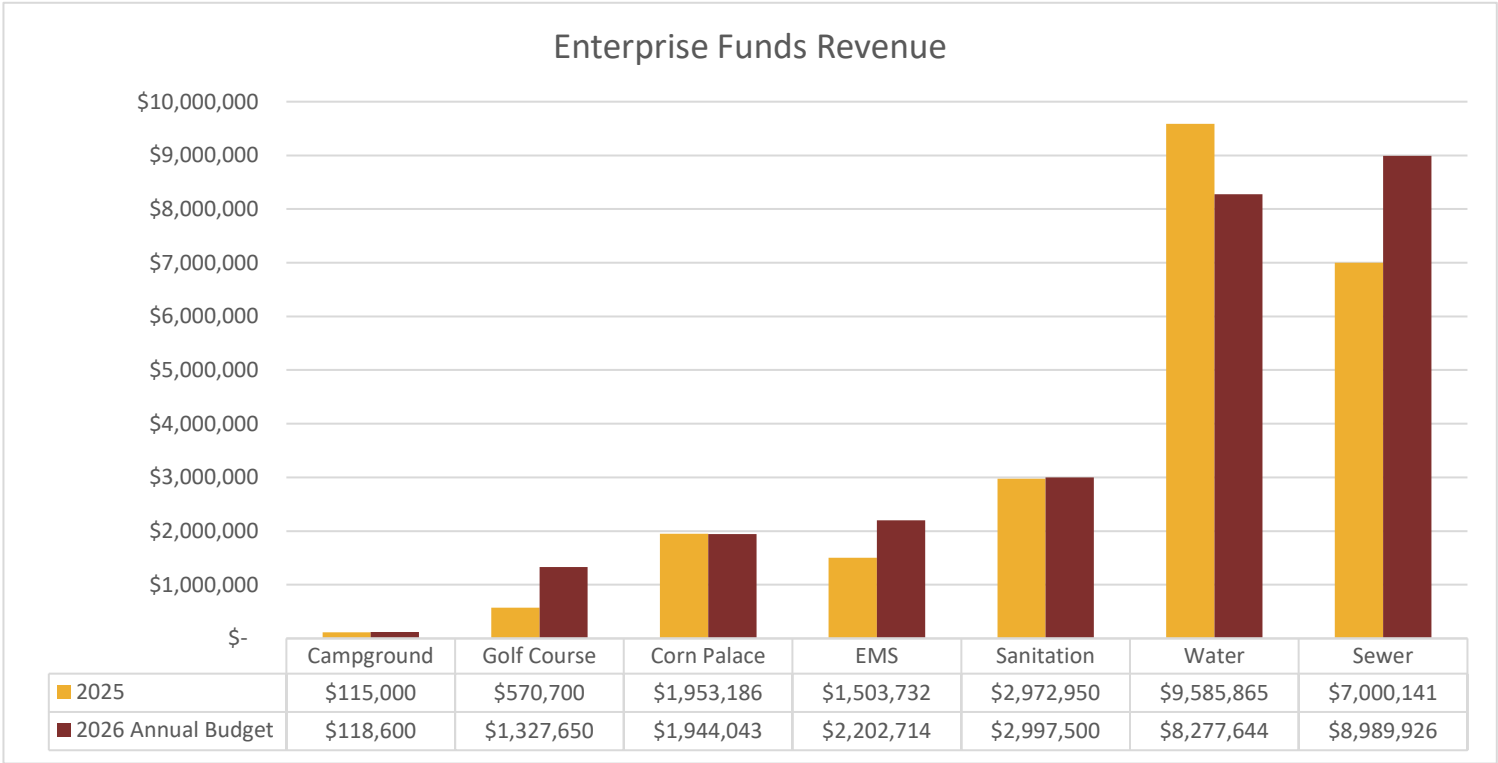
Enterprise Funds: 2026 Revenue Budgets

The City of Mitchell has six designated enterprise operations. Enterprise funds operate more like a business where the revenue raised is used to fund the operations. However, enterprise funds may still receive general fund support. The enterprise funds include: Campground, Corn Palace, Emergency Medical Services, Golf Course, Sanitation, Water, and Sewer.



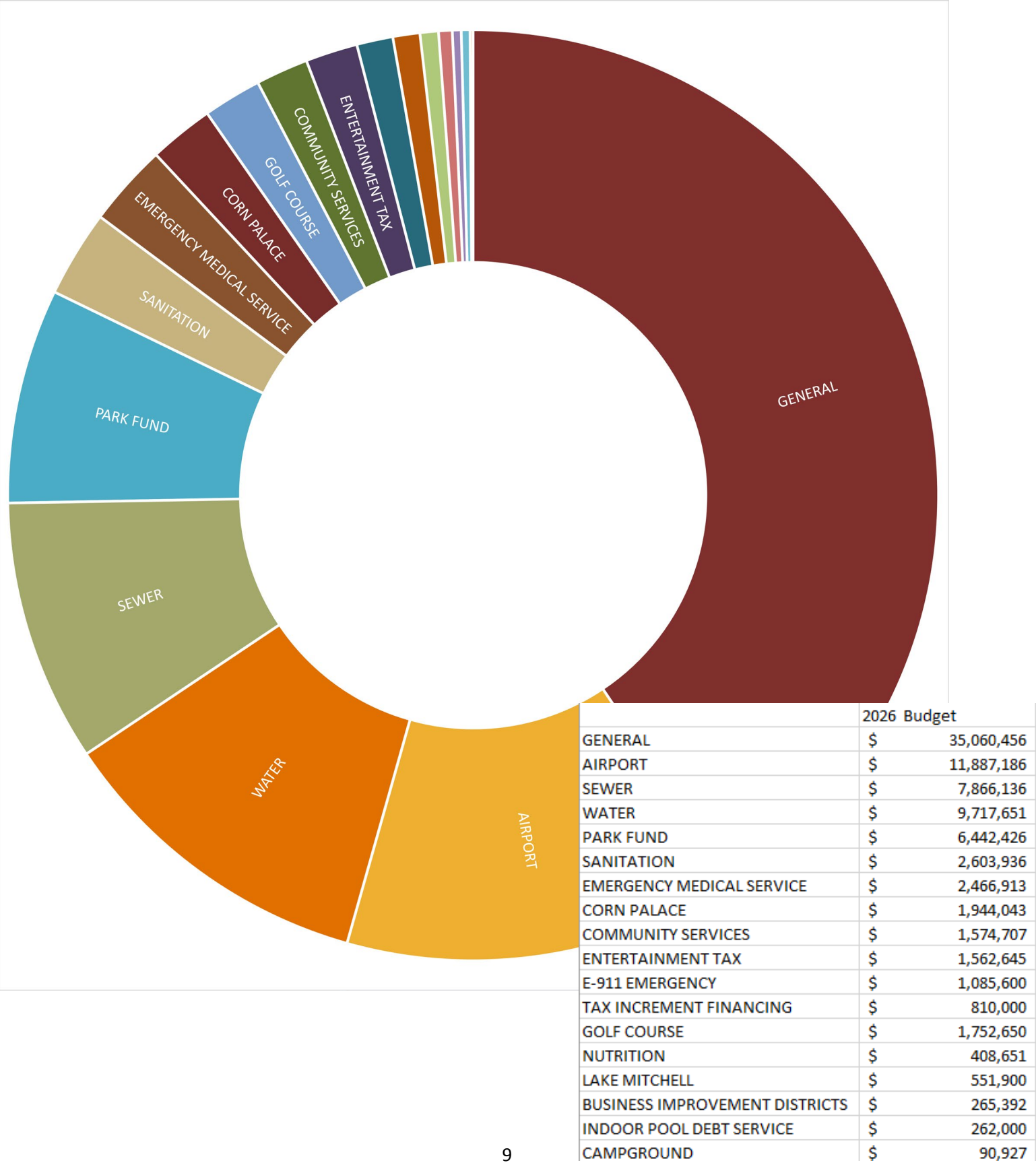
Changes from the 2025 Budget:

- **EMS Fund** includes the new Ambulance District Levy payment in the amount of \$700,000. General Fund support remained at the same level as in 2025 which is \$800,407.
- **Golf Fund** revenue increased due to a \$250,000 anticipated donation and a \$417,000 transfer from General Fund for the Golf Course Project.
- **Water Fund** revenue decreased due to State Revolving Fund (SRF) Loan being that were included in the 2025 budget, but not in 2026.
- **Sewer Fund** revenue increased due to State revolving loan proceeds being \$730,700 higher in 2026 than in 2025.



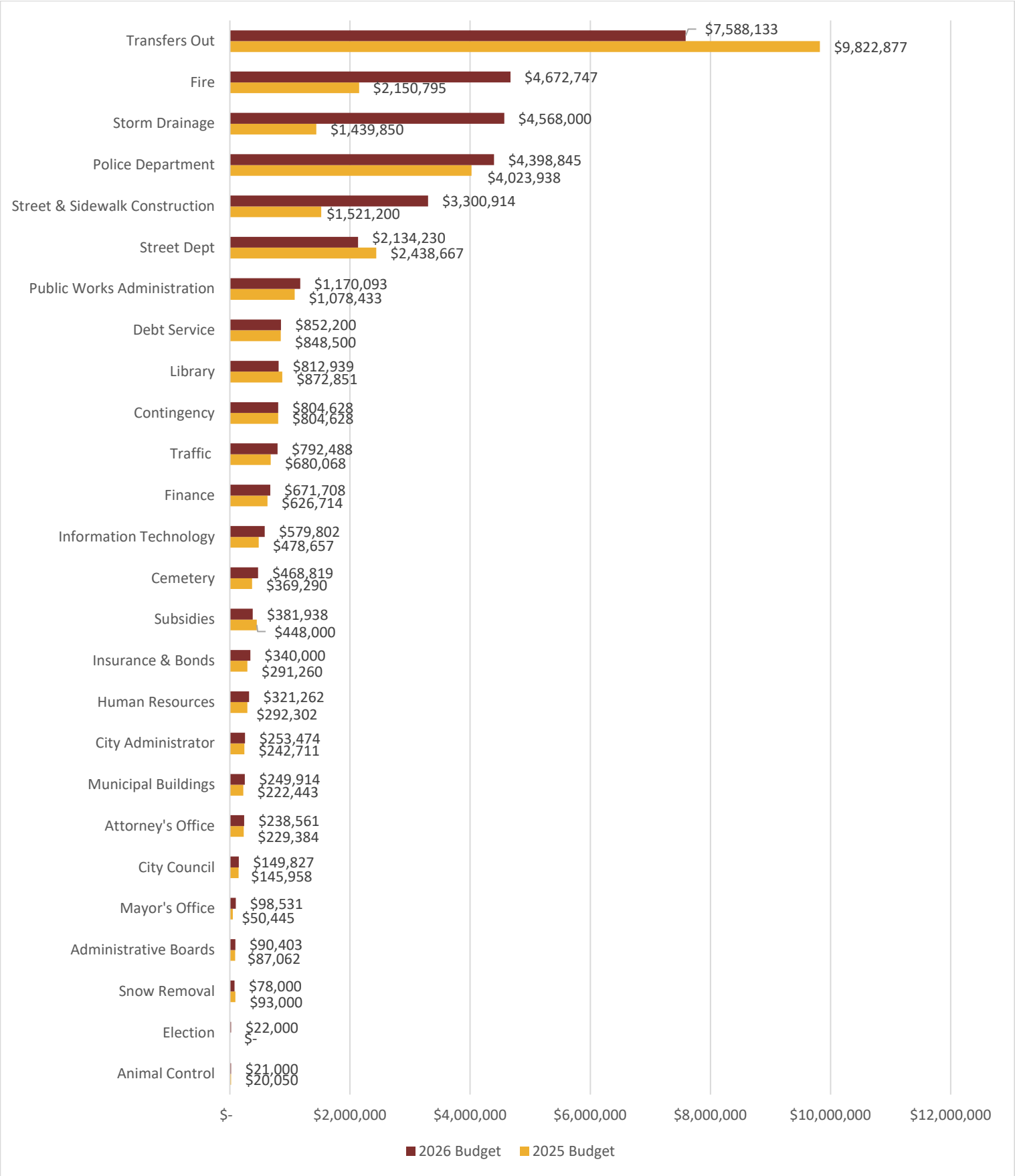
Expenditures

The total amount proposed for expenditure budgets in 2026 is \$86,358,219. Like revenue budgets, expenditures budgets are divided into several funds including General Fund, Special Revenue Funds, and Enterprise Funds. The 2026 Proposed Expenditure Budget is an increase of \$1,134,942 from the 2025 Approved Budget.

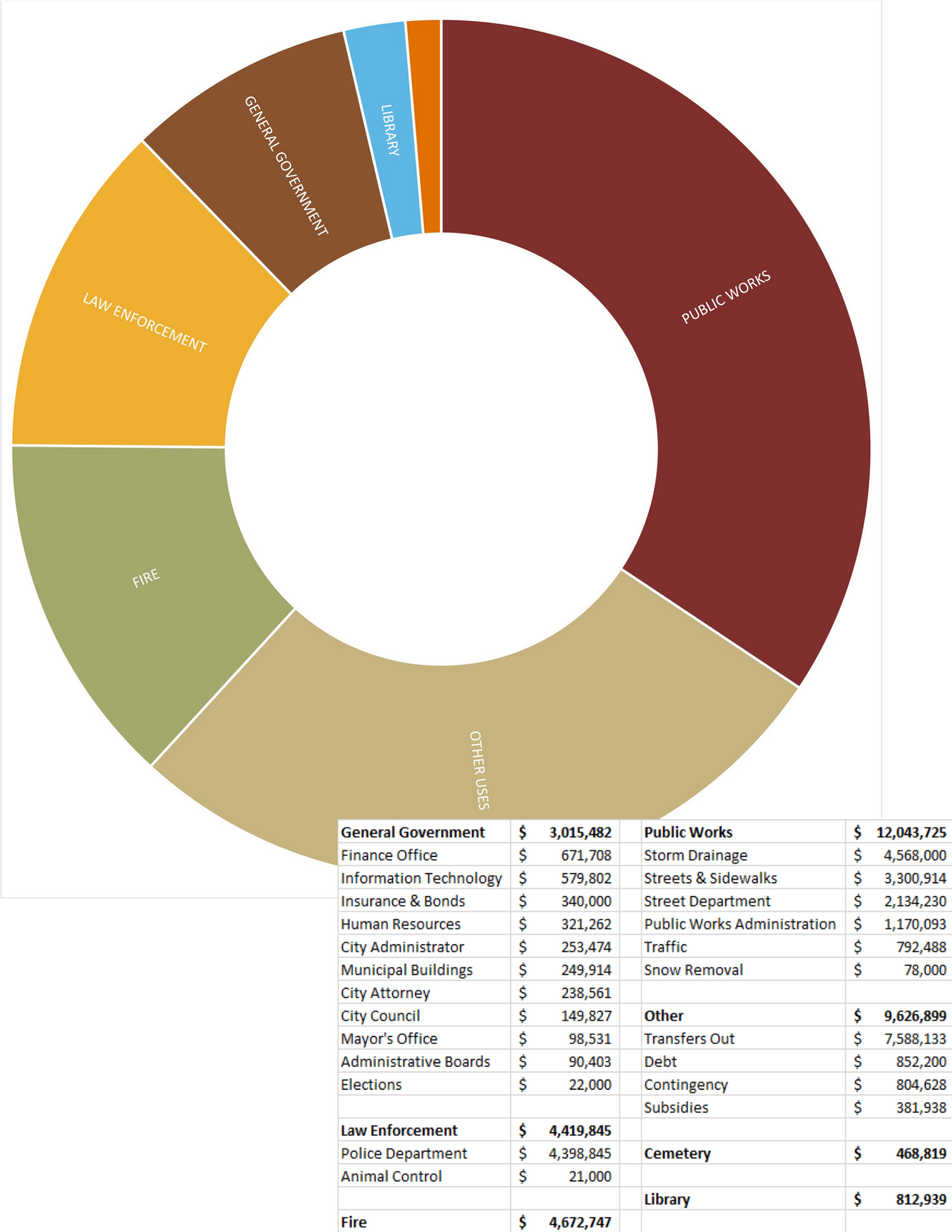


General Fund: 2026 Expenditure Budget

General Fund is where tax supported city services and the majority of basic city operations are funded. The 2026 proposed General Fund budget is \$35,060,456 which is \$5,781,373 higher than the 2025 general fund budget.

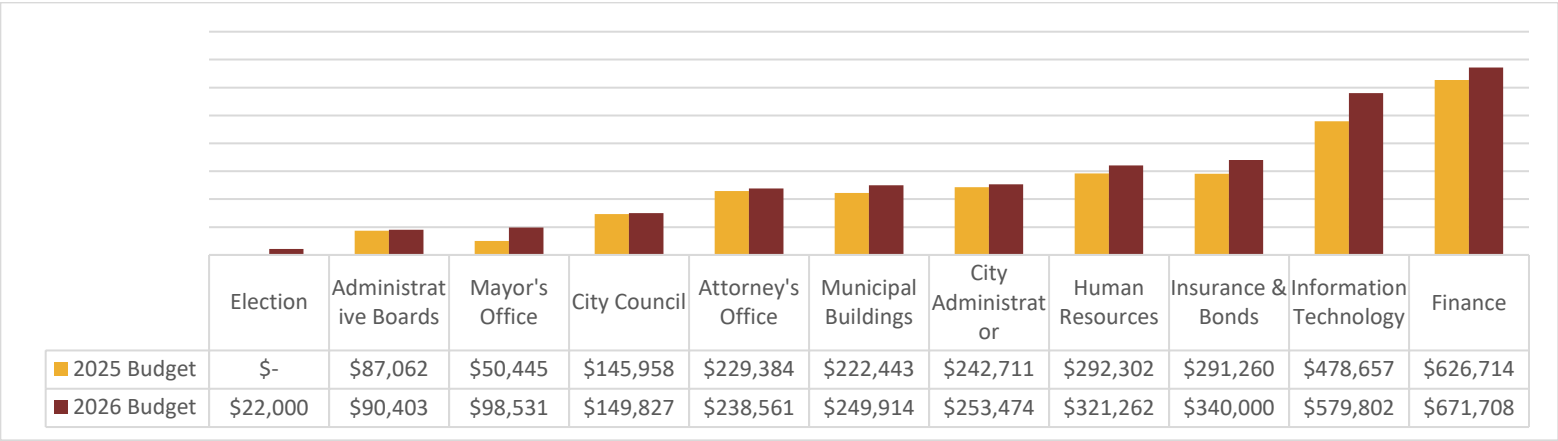


General Fund expenditures can be grouped into six broader categories: General Government, Police, Fire, Cemetery, Library, Others. The totals by category are shown below. The largest category of General Fund expenditures falls under Public Works



General Fund Budget: General Government

Budgets in this category provide services for all city departments and is approximately **9% of the total General Fund budget**. The departmental budgets included in this category are: Finance Office, Technology, Insurance & Bonds, Human Resources, City Administrator, Municipal Buildings, City Attorney, Mayor’s Office, City Council, Administrative Boards & Elections.

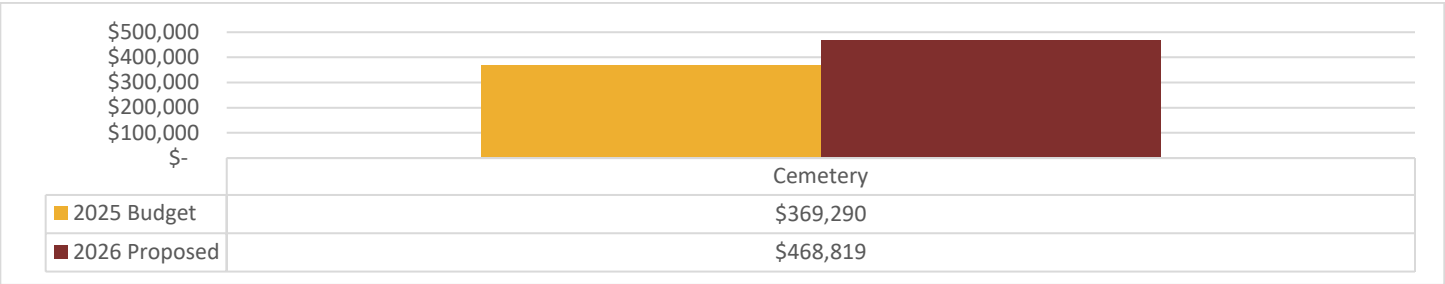


Notes on the General Government Budgets

- **12 full time** employees and **9 elected officials** are included in these budgets.
- The **IT** budget includes \$121,500 for replacing **battery backups for servers, server replacements**, and adding “**see click fix**” a software program to allow citizens to report items needing attending from a mobile device.
- The **IT** budget increased due to capital purchases.
- The **Finance** budget increased due professional services increases for auditing and continuing disclosures.
- The **Mayor’s** budget includes \$50,000 for a **retail recruitment study**, \$50,000 for Dakota Institute to update an **economic study** for Mitchell, and \$10,000 for the **student council** to determine **projects** to do in Mitchell.

General Fund Budget – Cemetery

The Cemetery Budget is \$468,819 and increased \$99,529 from 2025. The cemetery budget represents **1% of the total General Fund budget**.

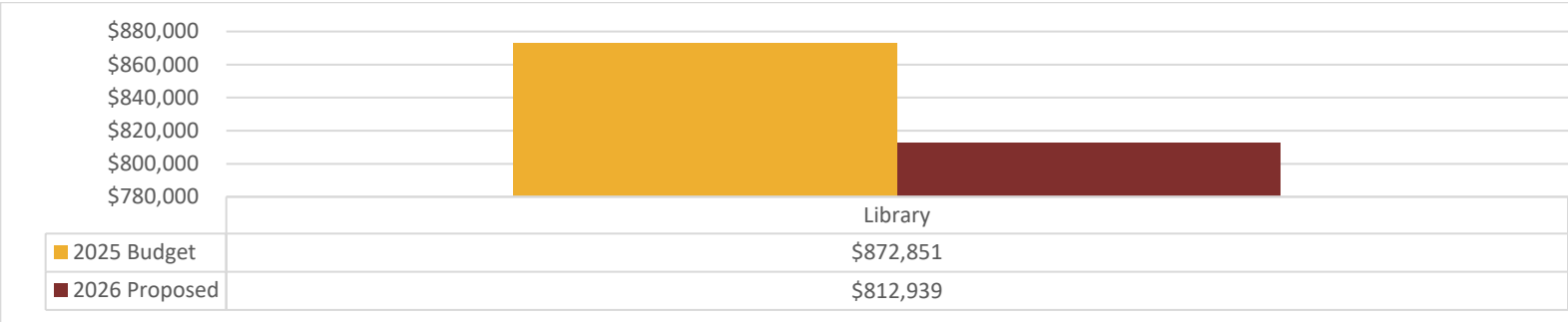


Notes on the Cemetery Budget

- **2.3 full time employees** work in the Cemetery Department. (one employee is split 30/70 with golf). There are not projected increases in full time employees for 2026.
- **Tuckpointing** the entrance pillars for **\$35,000** with plans to complete the project in 2027.
- **Crack sealing/fog sealing** cemetery roads for **\$20,000**.
- **Equipment** purchases for **\$81,600** including **rotary brush, used truck**, and half of the cost of a shared **payloader** with the golf course.

General Fund Budget – Library

The Library Budget is \$812,939 and represents **2 % of the total General Fund budget.**

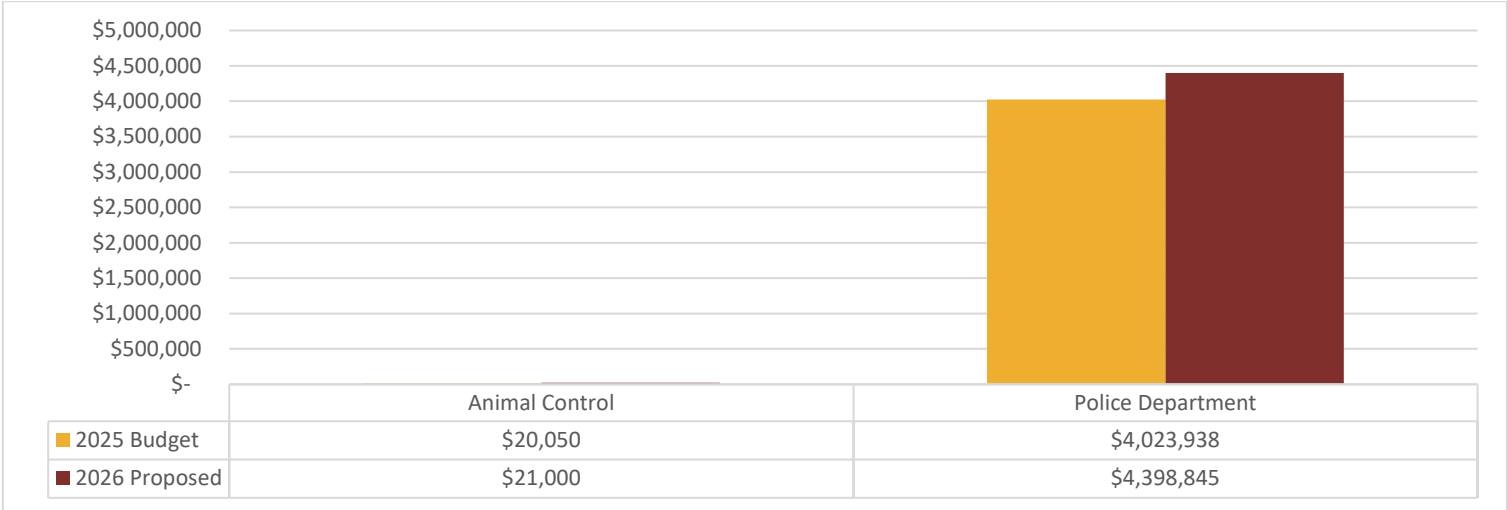


Notes on the **Library Budget**

- This budget includes **7 full time employees** to provide library services.
- **Books** are budgeted at 47,000 for 2026 and Audio Visual is budgeted at 3,000.
- State reductions have resulted in some minor increased operating costs for the library.

General Fund Budget: Police

Budgets in this department provide for law enforcement within the City of Mitchell. The budgets include Police & Animal Control and represent **13% of the total General Fund budget.**

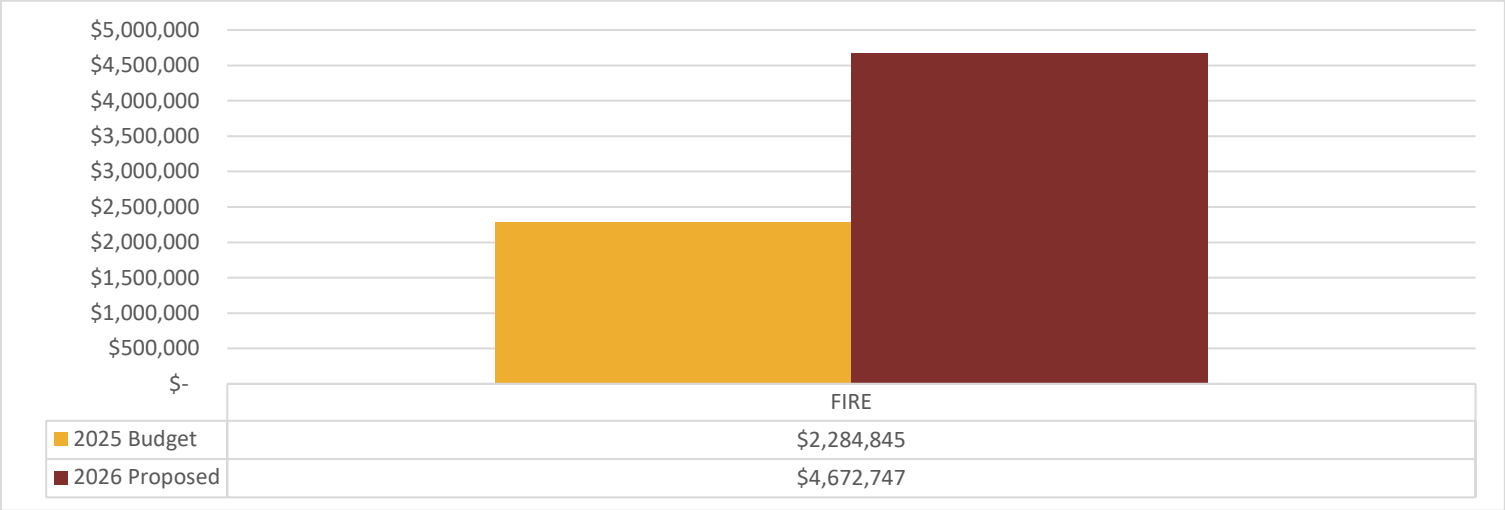


Notes on the **Police Budgets**

- A total of **31 full time employees** work in these budgets. **28** of these employees are sworn officers. There are no projected changes for 2026 to employee levels in this department.
- **Facility improvements** including replacing the **Range Roof** for \$9,500 and replacing **4 A/C Units** for \$160,000
- **Equipment upgrades** including new **Axon camera system** for \$5,752 and **Radar Units** for \$14,000
- **Two new police vehicles** for \$72,820 each and **one unmarked vehicle** for 60,000
- New **computers, docks, and printers** for patrol cars for \$38,200

General Fund Budget: Fire

The Fire department budget for 2026 is proposed at \$4,672,747 as is approximately **13% of the total General Fund budget**. This is a **\$2,521,952 increase** from the 2025 budget. The increase is largely due to a requested \$2,500,000 for the construction of a 2nd fire station.



Notes on the Fire Budget:

- This budget includes **13 full time Employees** wages and benefits.
- **Facility improvements** including **\$20,000** for replacing **tanker 2 primers & exhaust**, **4 water valve replacements** in the fire bay, **hose replacements**, and **carpet** in the dorm.
- **Equipment upgrades and replacements** totaling **\$42,425** and including **protective equipment**, **might struts**, and a **hazardous materials testing kit**.
- **Second Payment** towards the **new fire engine \$301,000**
- Design & construction costs for a **second fire station** for **\$2,500,000**

Second Fire Station

- The second fire station would be located on **N. Main** on the site of the **former water treatment plant**.

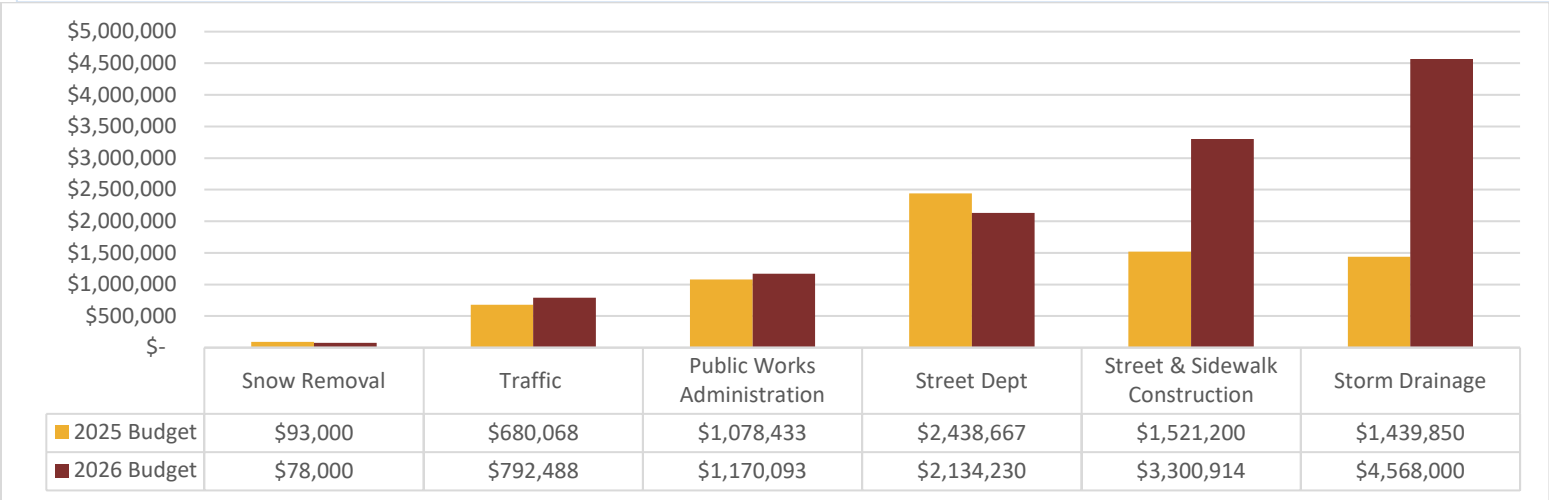
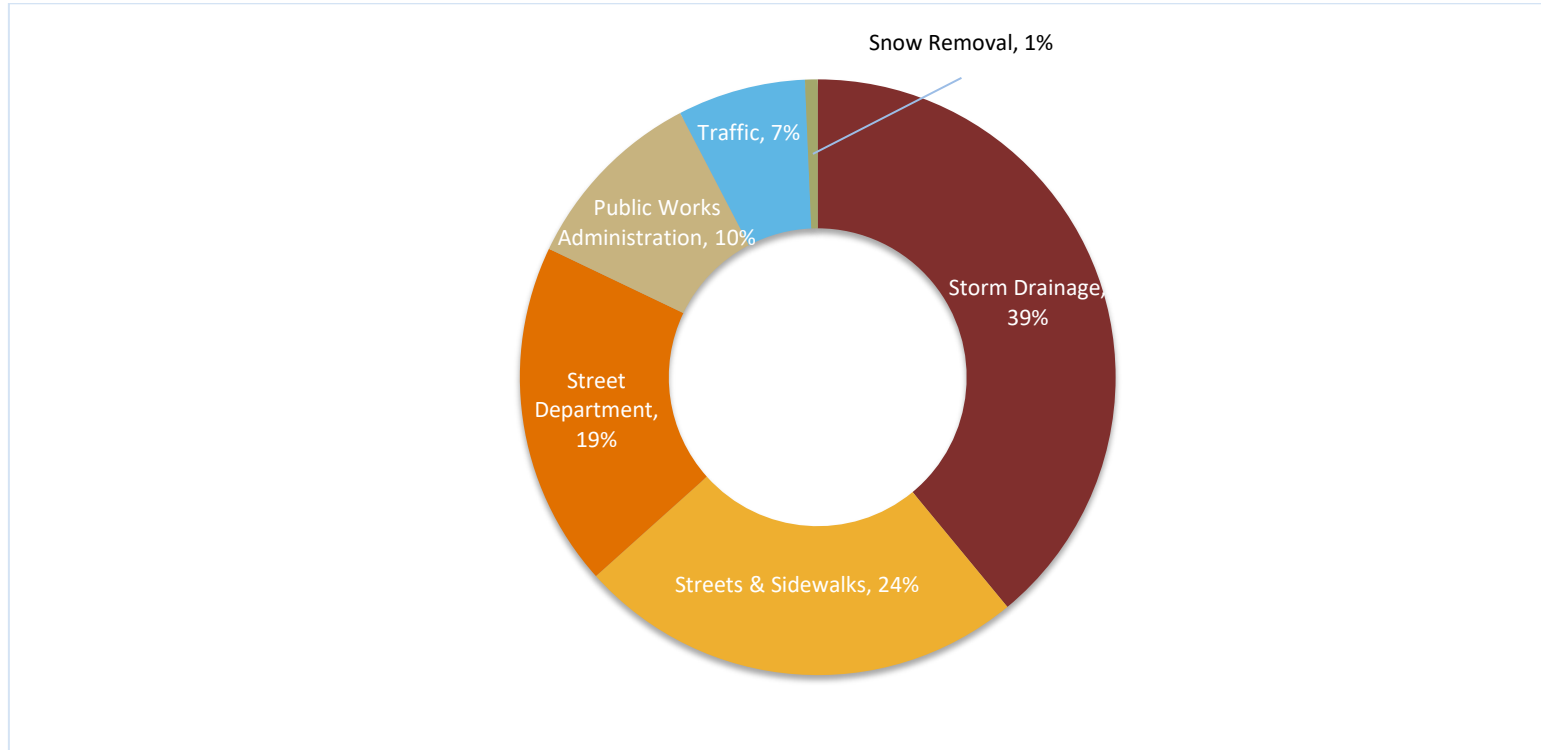


This would allow a **faster response time** for calls that are on the north end of the Fire & Ambulance service area.

- The second station would be funded out of the **“future capital projects” designated reserves** in the General Fund. Design for the 2nd station would **start in 2026**, with potential **bidding and start of construction at the end of 2026**.
- City Staff has been working with **Design Arc Group** on preliminary designs and estimated costs to arrive at the \$2,500,000.

General Fund Budget: Public Works

The budgets in this category total \$12,043,725 and represent 34% of the total General Fund budget. The departmental budgets included in this category are Storm Drainage, Streets & Sidewalks, Street Department, Public Works Administration, Traffic, and Snow Removal.

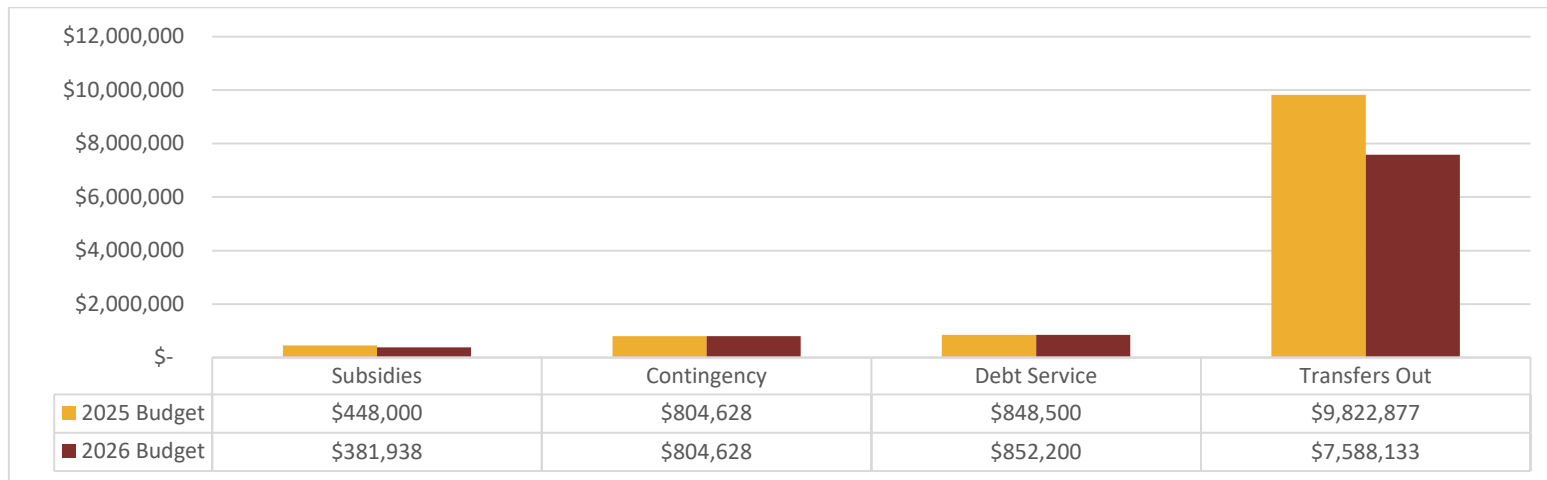


Notes on Public Works Budgets:

- These budgets include **24 full time employees**
- **Street overlay** projects for \$2,607,314
- **Chip seal & crack seal** improvements for \$435,000
- **Equipment purchases** totaling \$360,000 including a UTV, Crosswalk RRFB, Battery Backup, Tack Truck, Refig recycler for freon, and pick up
- **Sidewalk improvements** for \$224,000
- **Parking lot improvements** for \$132,500
- **Storm Drainage** projects for \$4,312,000

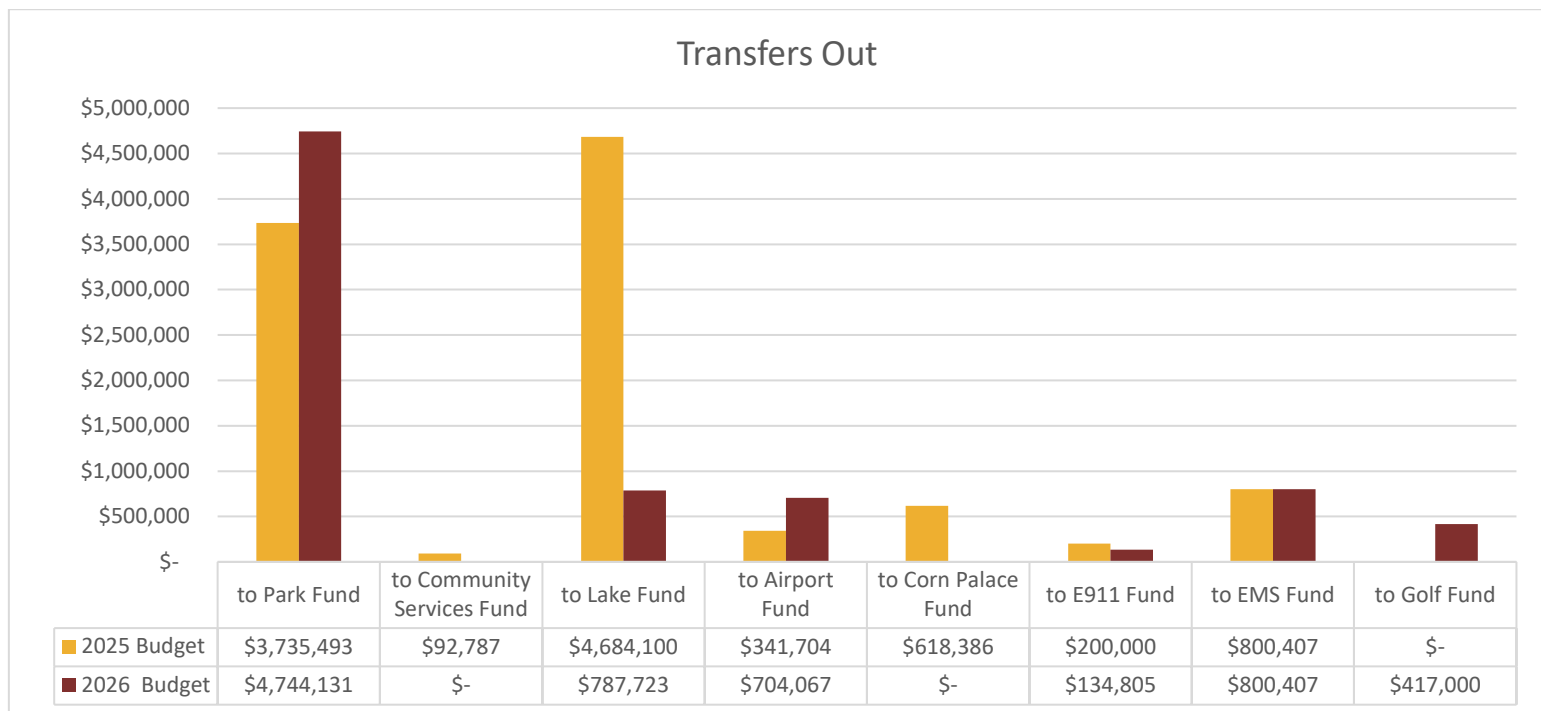
General Fund Budget: Other Uses

The General Fund is also used for other purposes including: transfers out to other funds, debt service obligations, contingency, and subsidies. The total amount in this category is \$9,626,899 and represents 27% of the total General Fund budget.



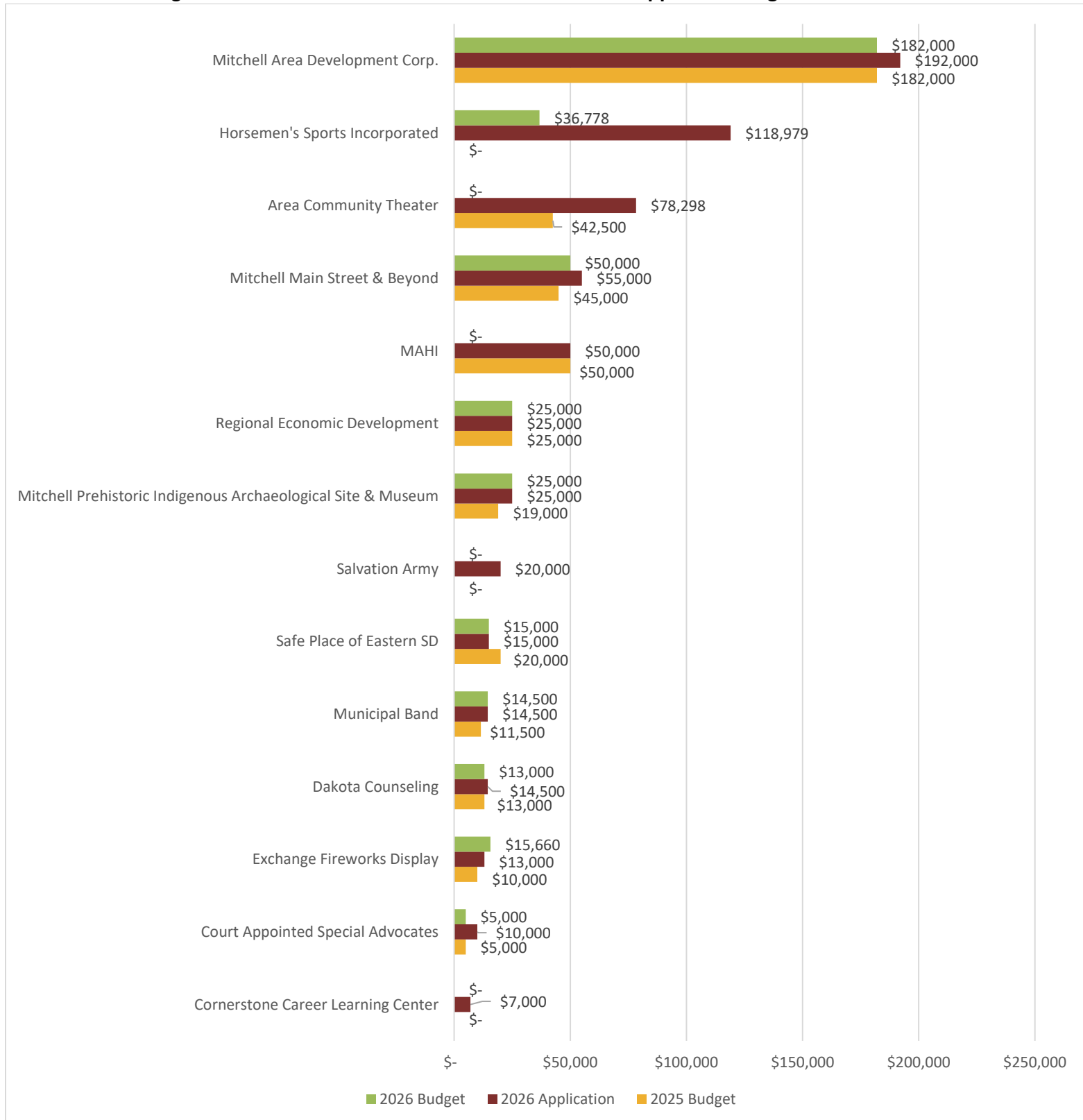
Notes on Transfers Out:

- Transfers out **decreased** \$2,884,744 from 2025.
- Transfers out to the **Park Fund** **increased** due to increased **capital projects**.
- The proposed transfer out to **Lake Fund** in 2026 is for the Firesteel Nature Preserve Debt Service payment, the Lake Mitchell Flood Assessment & Breach Analysis, and a shoreline stabilization project.
- The increased transfer out to **Airport Fund** increased for the matching funds for the **Runway Improvement Project**.
- The transfer to the Golf Fund is support for the Golf Course Improvement Project- 5 hole short course.
- The 2026 proposed budget does not include a General Fund transfer to the Corn Palace Fund.



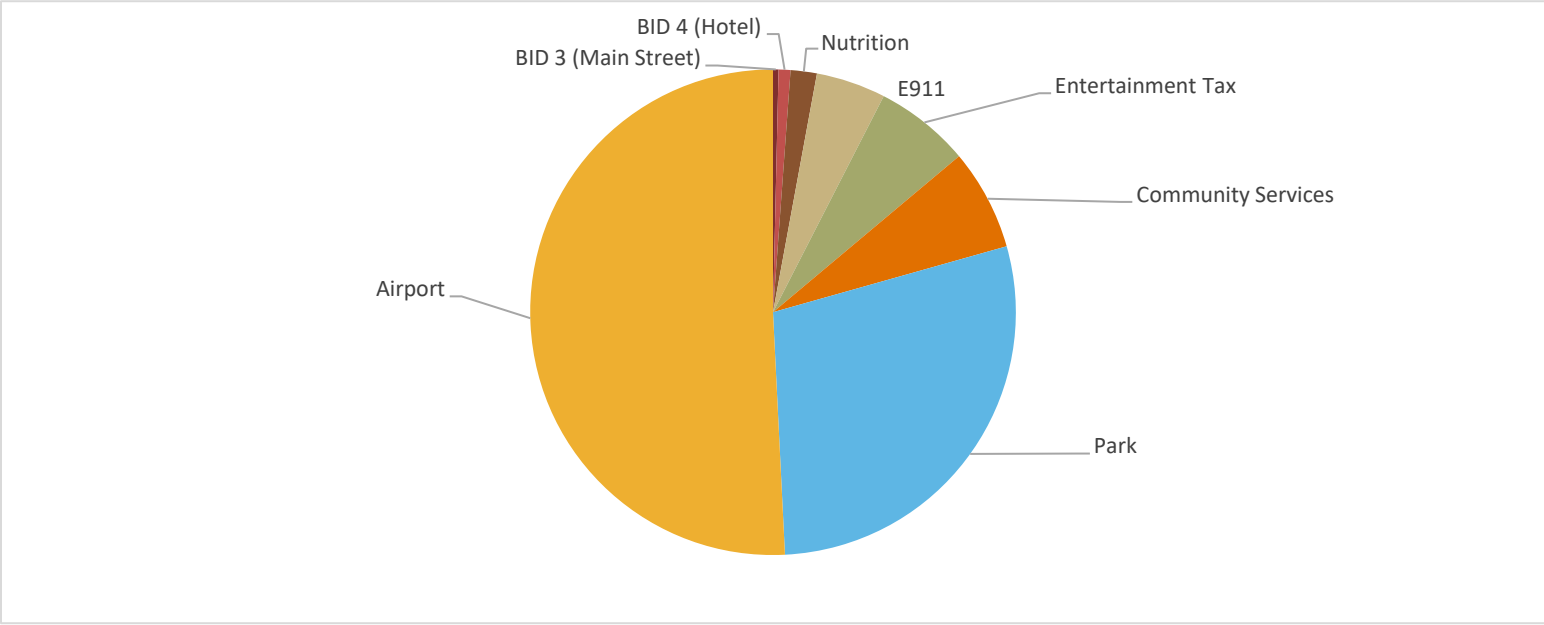
Notes on General Fund Subsidies:

- The City received **14** General Fund subsidy **applications totaling \$638,277**.
- The City received **new applications** from Salvation Army, Cornerstone Career Learning Center, and Horsemen's Sports Inc.
- The approved subsidy budgets **total \$381,938**, or **60%** of the total dollars applied for.
- The total general fund subsidies are **15% less** than the **2025 approved budget level**.



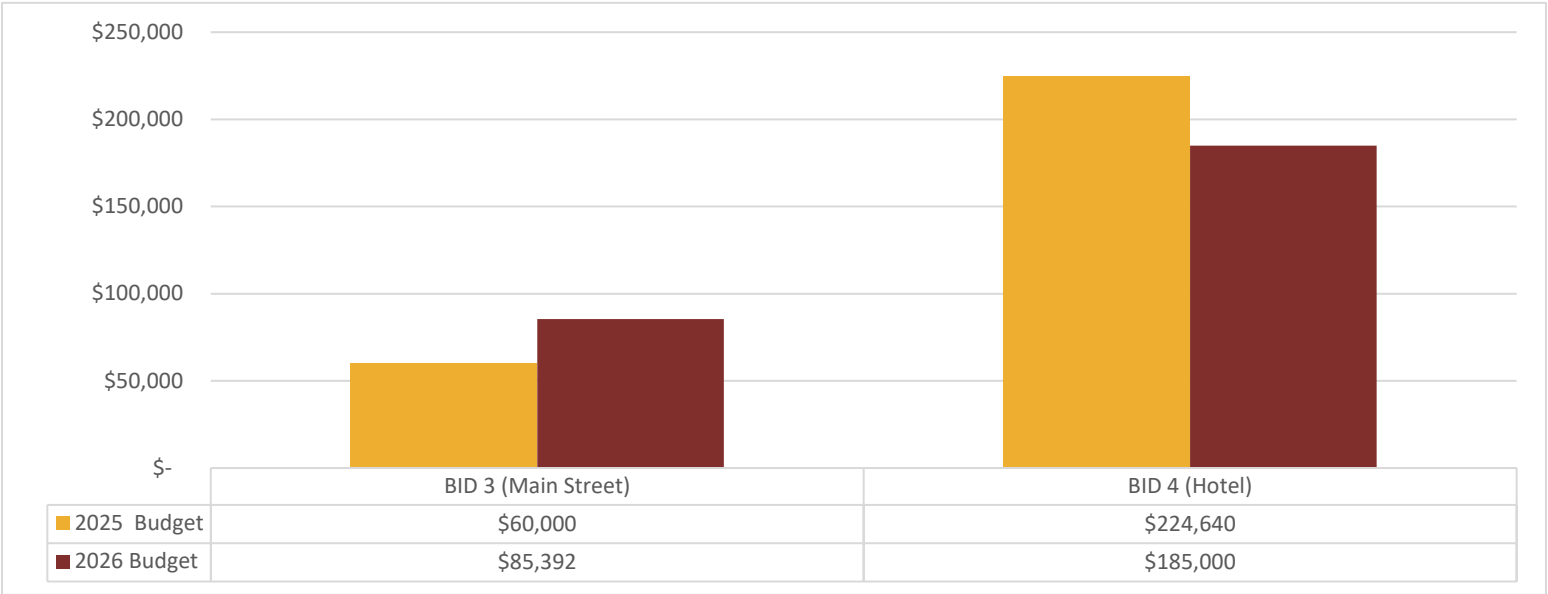
Special Revenue Funds: 2026 Expenditure Budgets

Special Revenue Funds generate revenue by the services they provide, but they may also receive support from General Fund. Special Revenue Funds for the City of Mitchell include: Airport, Business Improvement District 3 (Main Street), Business Improvement District 4 (Hotel Occupancy), Community Services, E911, Entertainment Tax, Lake Mitchell, Nutrition, and Park Fund.



Special Revenue Fund Budget: BID Districts

Business Improvement Districts are funds set up for the expenses associated with Business Improvement Districts. The City of Mitchell currently has two business improvement districts included in the budget. The first is the Main Street Business Improvement District, and the second is the Hotel Business Improvement District.

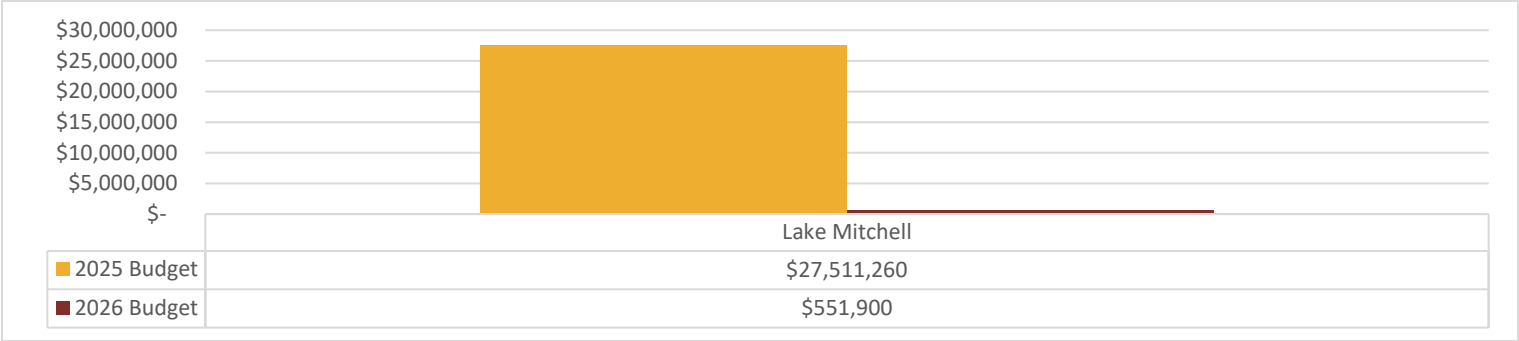


Notes on Business Improvement Districts

- The Main Street Business Improvement District Board (BID board) has a requested budget of \$74,392 for project improvement grants and \$10,000 for Board Projects.
- The Hotel Business Improvement District Board (BID board) has requested \$30,000 for board projects, \$5,000 for play easy, and \$150,000 for the Sports & Events Authority Committee Grants.

Special Revenue Fund Budget: Lake Mitchell

The Lake Mitchell Fund is used for the costs associated with Lake Mitchell & Watershed improvements. Lake Mitchell was set up as a special revenue fund so that the City could more easily track expenses for this service.

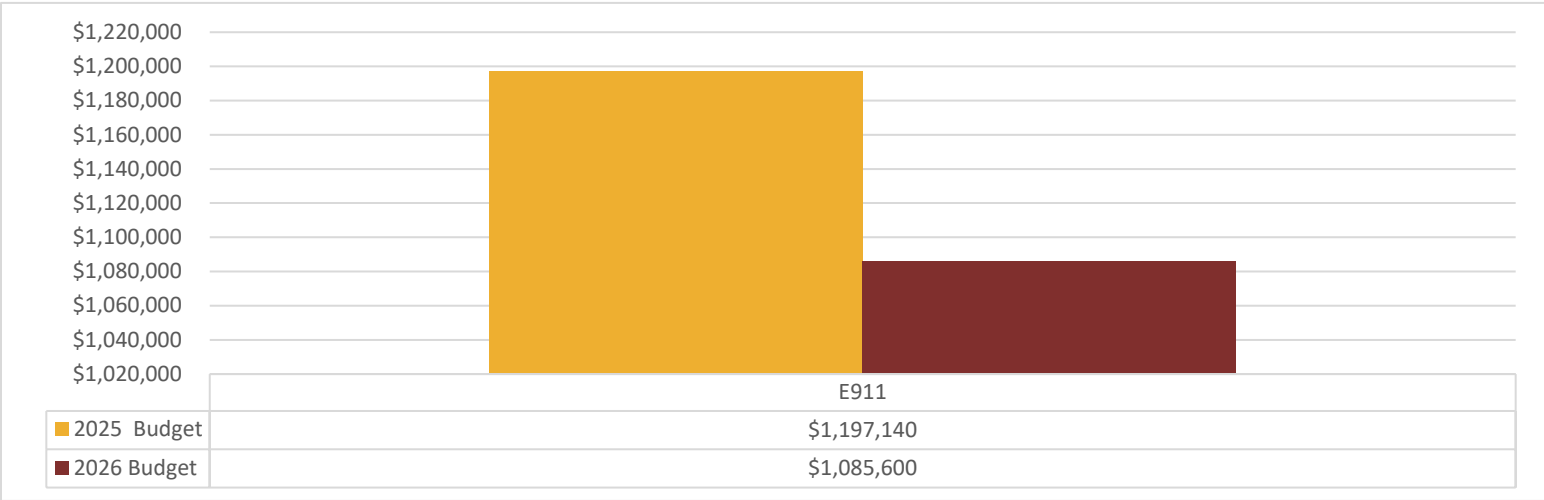


Notes on Lake Mitchell Fund

- The debt service for the wetland property is included in this fund.
- The Lake Mitchell Flood Assessment & Breach Analysis and a shoreline stabilization project are included in the budget.
- The Lake Mitchell Improvement Project was budgeted in 2025. Due to this, the remaining budget funds will be supplemented into 2026 since the project has not yet completed in 2025.
- General Fund supports the operation of this service.

Special Revenue Fund Budget: E911

The E911 Fund is used for the cost associated with the City’s operation of the Mitchell Regional Public Safety Answering Point (PSAP).

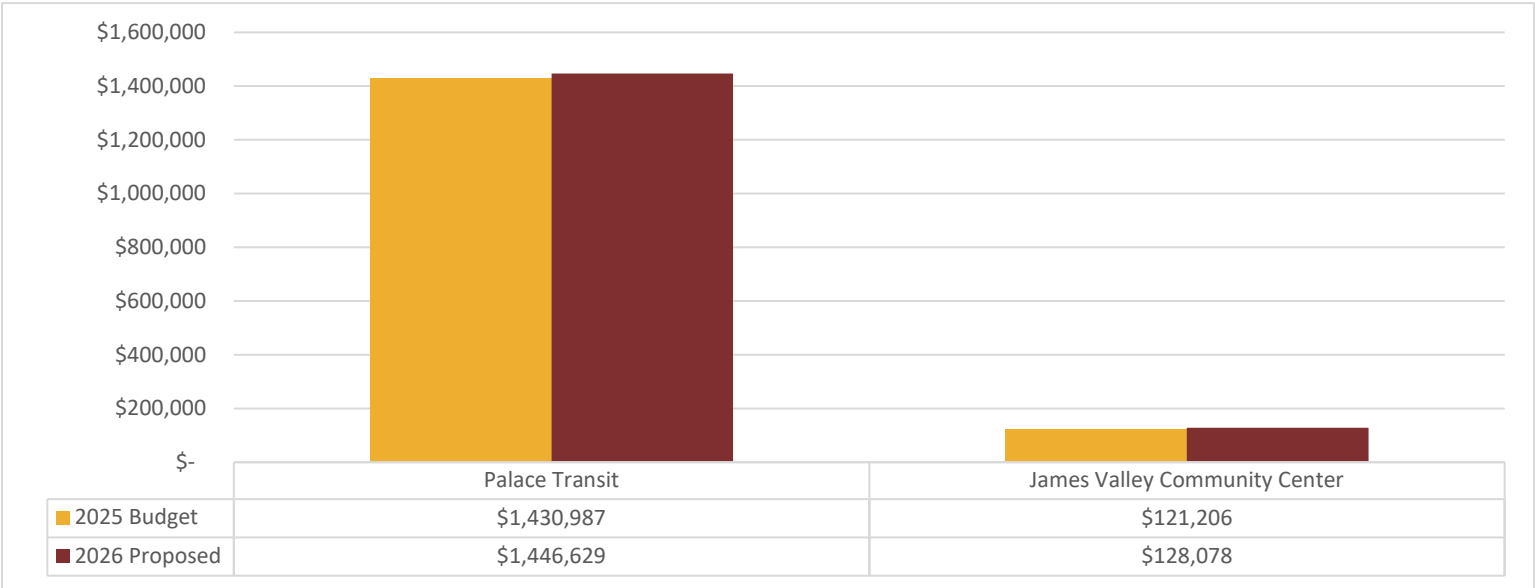


Notes on the E911 Fund

- This budget includes **12 full time** employees for the operations of the PSAP.
- The City of Mitchell provides E911 dispatch services for a 6-county region.
- General Fund supports the operation of this service

Special Revenue Fund Budget: Community Services

The Community Services Fund includes the departmental budgets of Palace City Transit, and the James Valley Community Center.

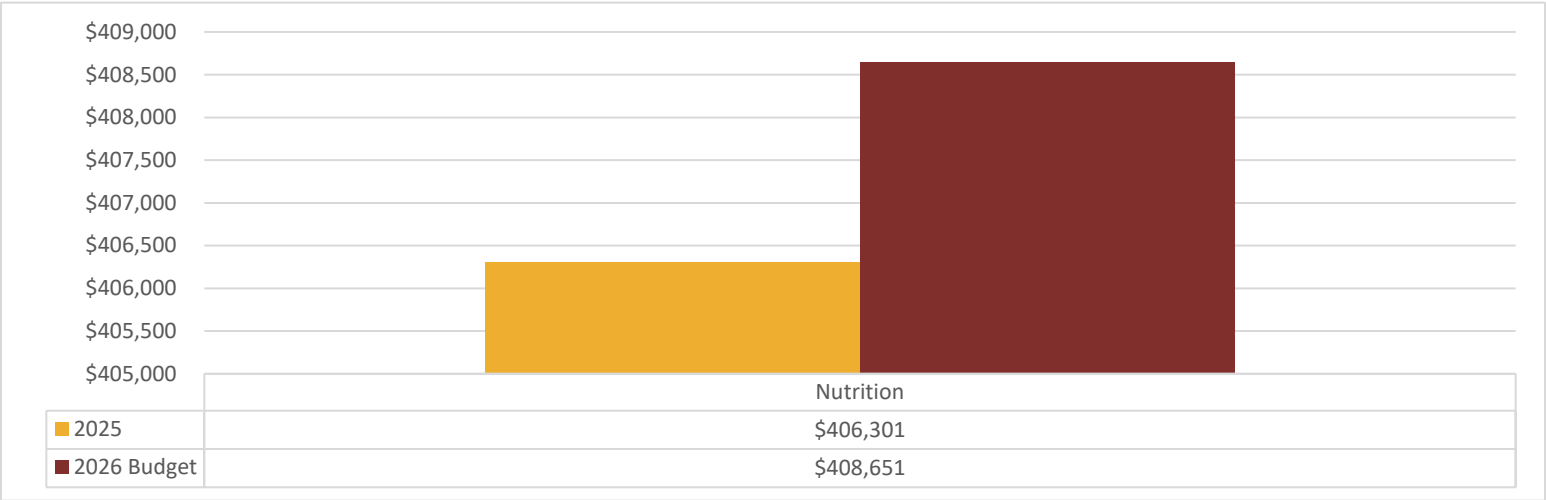


Notes on the Community Services Fund Budgets

- The budget includes **11 full time** employees for departmental operations.
- The Palace Transit budget includes the City funding 20% of the cost of a new bus at \$65,385. The remaining \$261,540 is paid for by grant funds.
- These two services are heavily reliant on grant funding.
- General Fund supports the operation of this service.

Special Revenue Fund Budget: Nutrition

The Nutrition Fund includes the adult nutrition program that is operated by the Community Services department. This fund supports the adult nutrition program for the City of Mitchell.

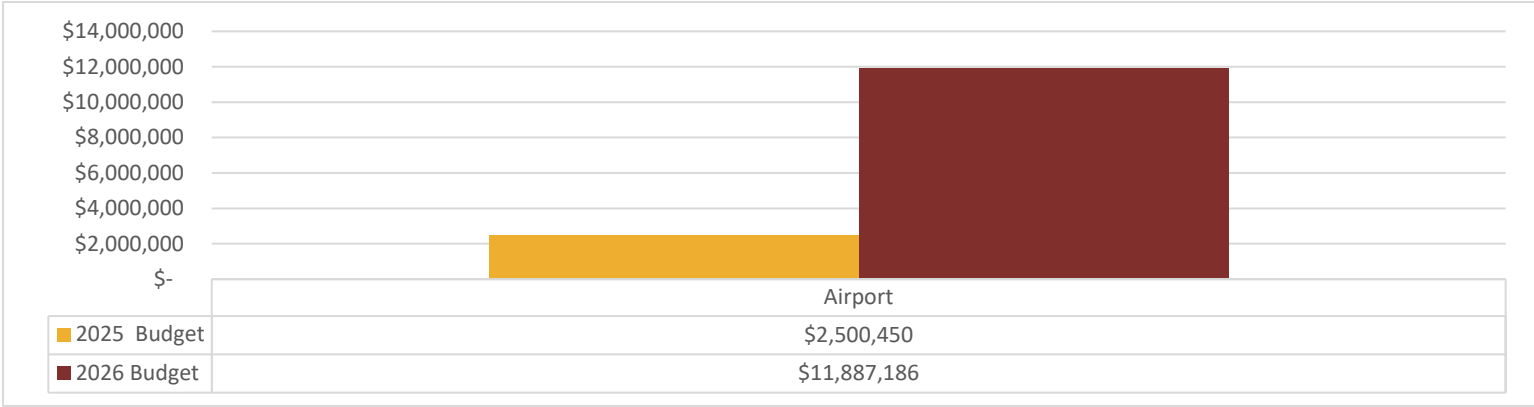


Notes on the Nutrition Fund

- This budget includes **1 full time** employee for departmental operations.
- This budget is heavily reliant on grant and program funding.

Special Revenue Fund Budget: Airport Fund

The Airport Fund is used for the cost associated with the City’s operation of the Mitchell Airport.



Notes on the Airport Fund

- **2 full time** employees are budgeted for this service. This is an **increase of 1 full time employee** from 2025. By adding an additional employee, the City would **discontinue** the **snow removal contract** after the 2025-2026 season. The new position will be split between the Airport, Street, and Traffic budgets.
- The substantial increase in the 2026 Airport budget is due to the **Runway Reconstruction project** that is budgeted at **\$11,115,000**. Of that total cost, the city is responsible for \$300,000 and the remaining balance is paid for by transportation grants.
- This budget is heavily reliant on grant funding
- General Fund supports the operation of this service.

Special Revenue Fund Budget: Entertainment Tax Fund

This fund is for revenue received from the 1% Municipal non-ad valorem tax, “entertainment tax” received charged to gross receipts on lodging accommodations, ticket sales, alcoholic beverages, and restaurants, According to SDCL 10-52A-2, the tax can be used for “land acquisition, architectural fees, construction costs, payments for civic center, auditorium, or athletic facility buildings including the maintenance staffing and operations of such facilities and the promotion and advertising of the city, its facilities, attractions, and activities.”

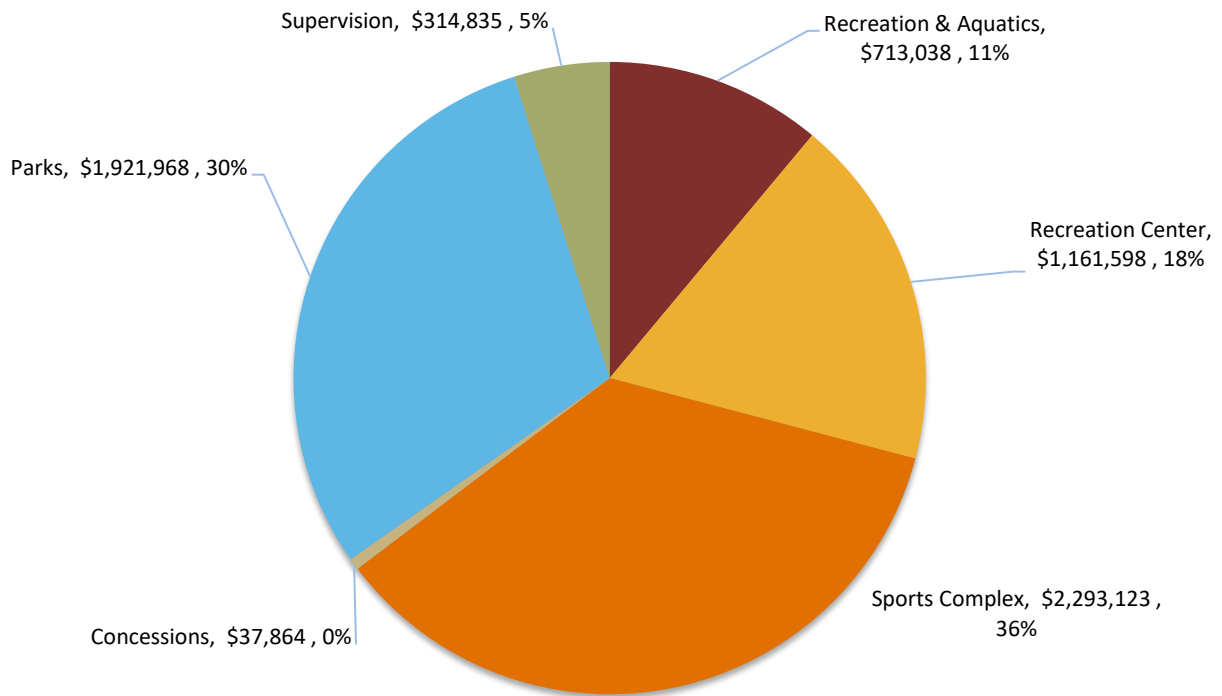


Notes on the Entertainment Tax Fund Budgets

- **The Convention & Visitors Bureau** receives a subsidy from entertainment tax to market the Mitchell Community. This subsidy was reduced 30% in line with other General Fund subsidy reductions.
- **Transfer to Corn Palace increased \$130,145** in lieu of transferring funds from General Fund to support corn palace operations. This use is specifically stated as allowable in south Dakota state law for the entertainment tax uses.
- **\$750,000** is budgeted for finishing the **Corn Palace Plaza** expansion project

Special Revenue Fund Budget: Park

The Park Fund includes the following budgets: Recreation & Aquatics, Recreation Center, Sports Complex, Concessions, Parks, and Supervision.

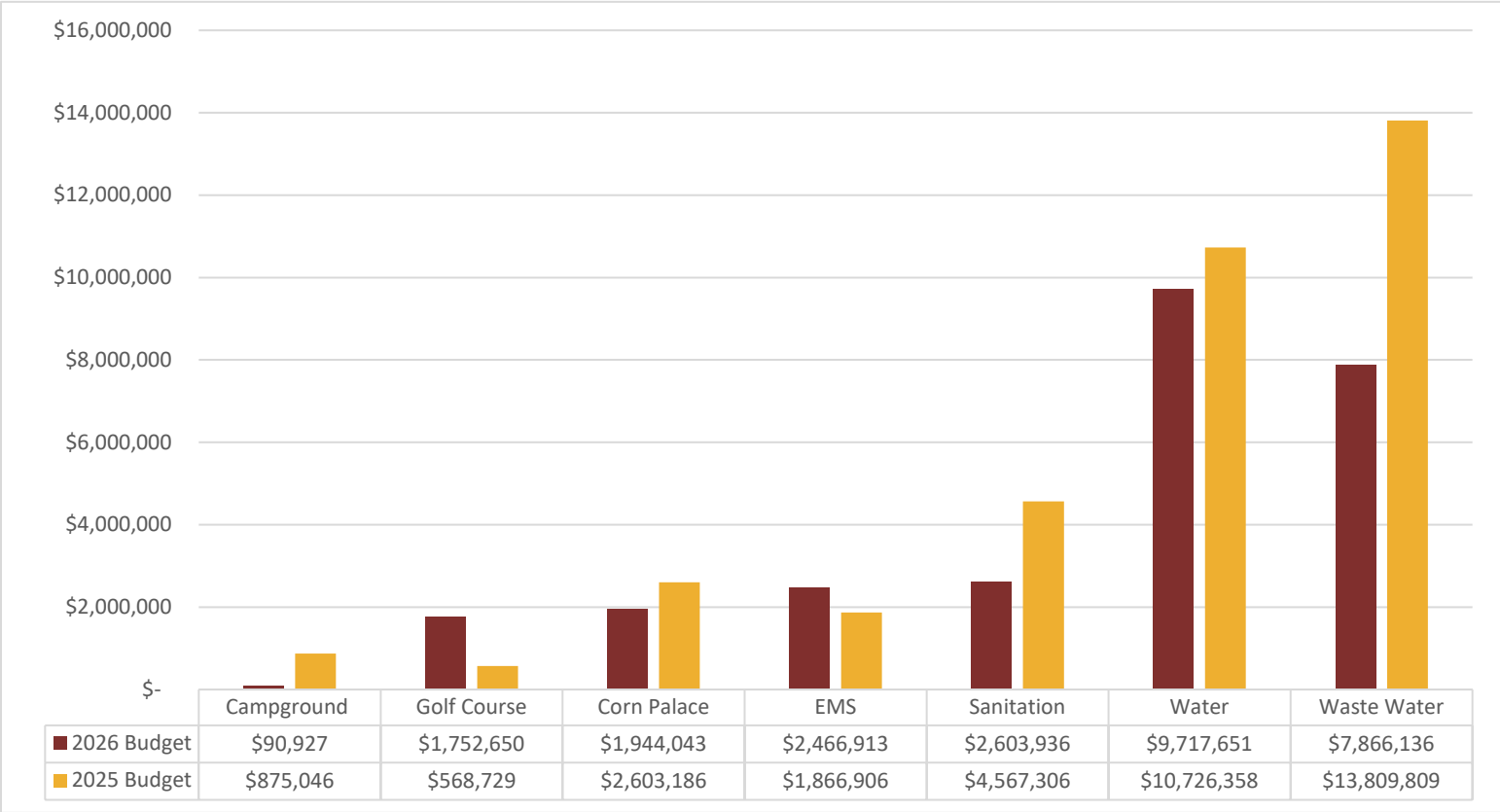
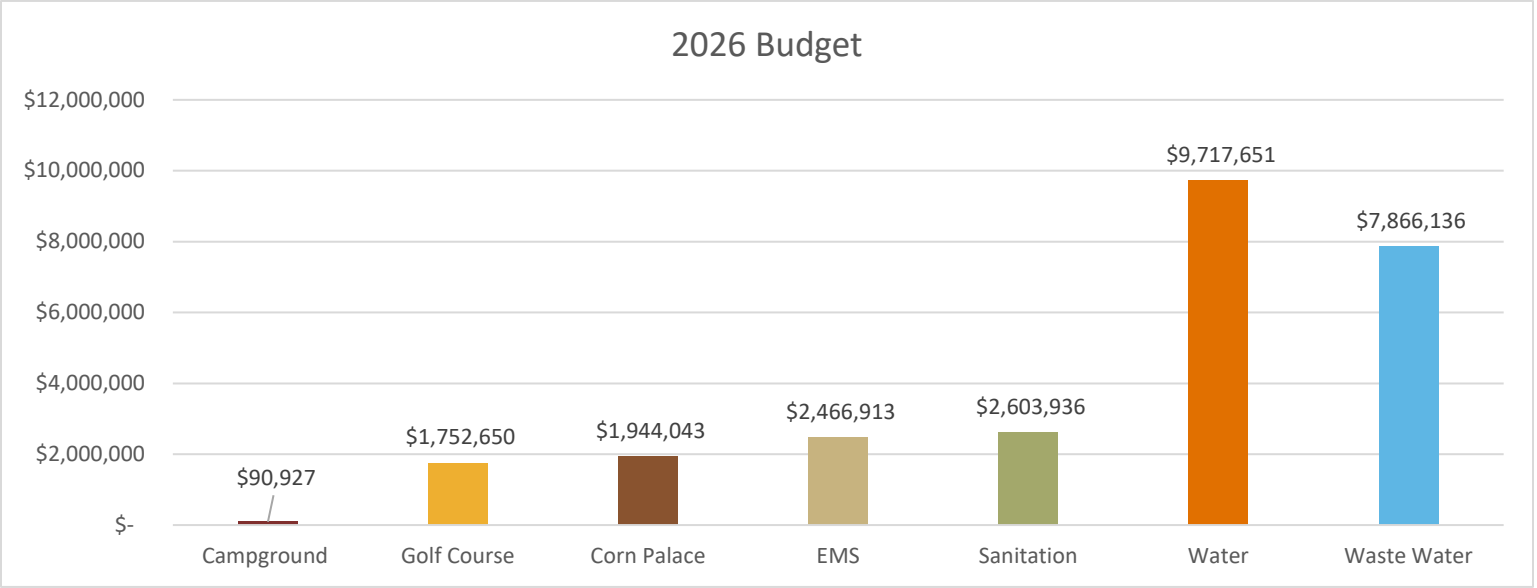


Notes on the Park Fund

- **19 full time** employees are budgeted in this fund to support the departmental services.
- The **recreation & aquatics budget** includes **\$47,000** for **slide restoration, sunshade replacements, muriatic acid tank, and a handicap lift replacement.**
- The **recreation center budget** includes **\$131,000** to replace the **sand filters** in the indoor pool, **refinish gym floors**, replace the **rec pool heater, 2 HVAC units**, and **6 cameras** as well as **new equipment purchases.**
- The **Sports Complex Budget** includes **\$1,367,000** to replace the **ice arena roof**, add **LED rink lighting**, and replace **5 light poles.** In addition, it includes **\$53,500** to replace the **field of dreams press box** and purchase an **ice edger.**
- The **Parks Budget** includes **\$775,813** to add a/c and furnace **at Day Camp**, replace siding/doors/windows at **Patton Young Park**, replace the **Jennewin playground**, concrete **curbing** for **gainer playground** surface, **Hitchcock Park** field light panel, **Hitchcock park** pool perimeter lighting, **basketball court** improvements, **railroad trail** (grant dependent), new **disc golf baskets**, sunshades at **Hitchcock** and **Kibbe**, **event power panel** at Hitchcock park, and city beautification projects.

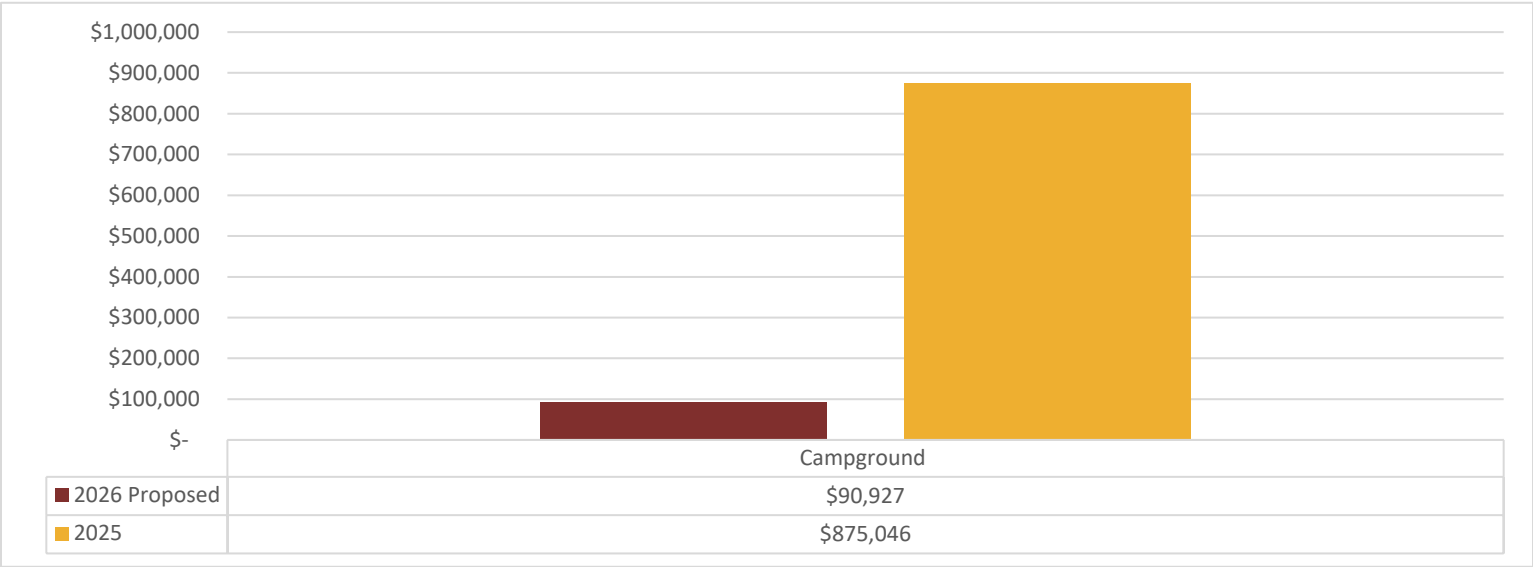
Enterprise Funds: 2026 Expenditure Budgets

Enterprise fund budgets provide utility services (water and sewer), garbage services, ambulance services (EMS), and entertainment services (Corn Palace, Golf Course, Campground) for the City of Mitchell. **Utility service and garbage service enterprise funds do not receive support from General Fund.**



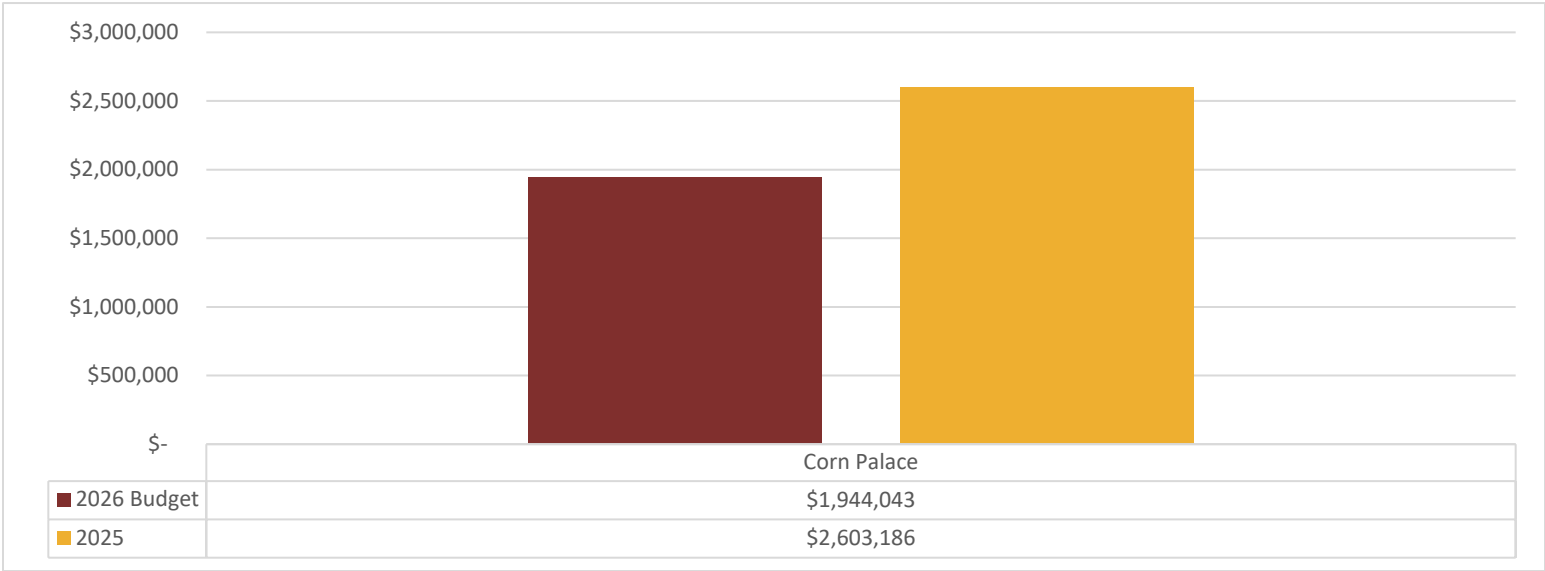
Enterprise Fund Budget: Campground

The campground is a self-supporting fund for the operations of the campground at Lake Mitchell. It does not receive any funding from General Fund to support the services provided. No full-time employees are included in this fund budget.



Enterprise Fund Budget: Corn Palace

The Corn Palace Fund is for the operations of the Corn Palace. The Corn Palace does receive support from the Entertainment Tax Fund, and has also received support from the General Fund.

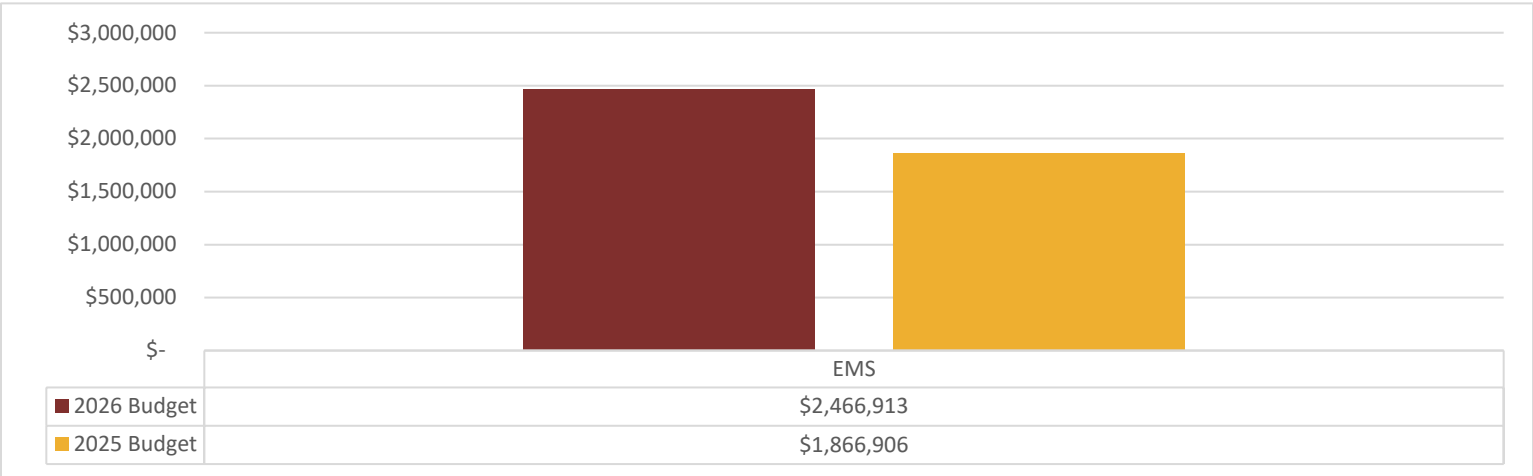


Notes on the Corn Palace Fund

- This budget includes **6 full time employees**.
- The budget includes contracting the decorating in 2026 as in 2025.
- **\$73,500** is budgeted for equipment and **facility upgrades** including **front restroom remodeling, farm facts/display pieces, chaser lights, and concessions equipment** improvements

Enterprise Fund Budget: EMS

The EMS Fund is for the operations of the regional ambulance service. This fund does receive support from the General Fund for these services.

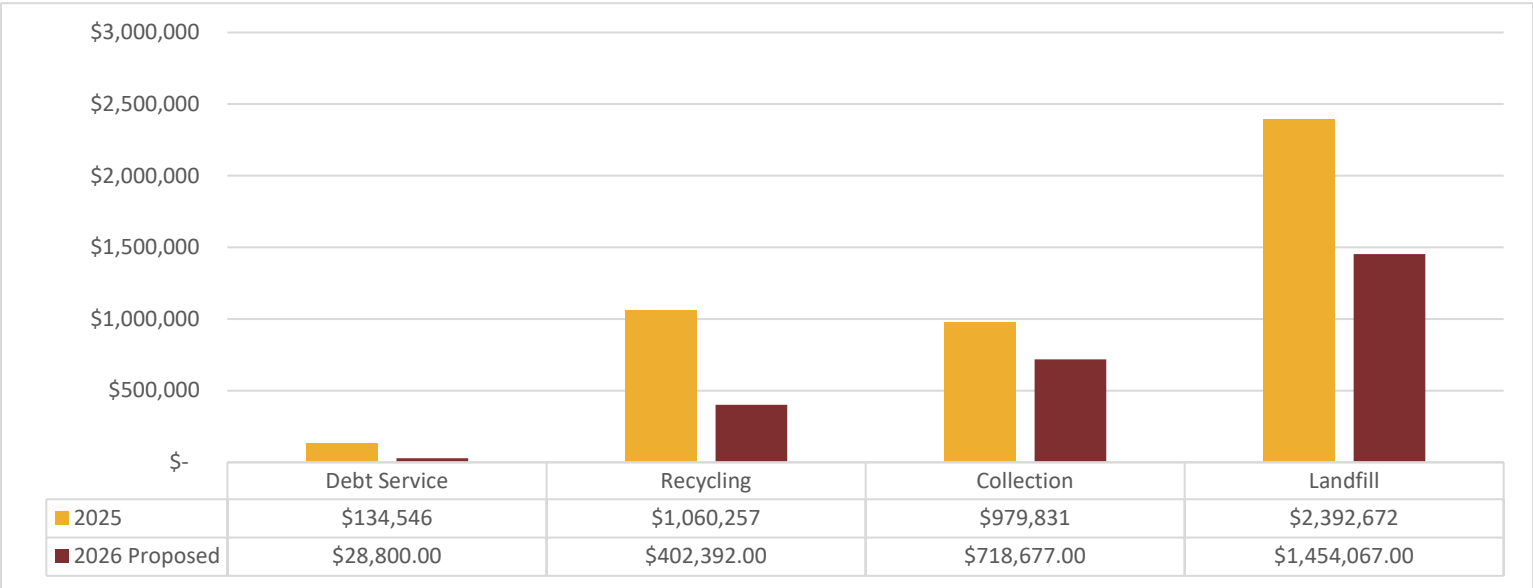
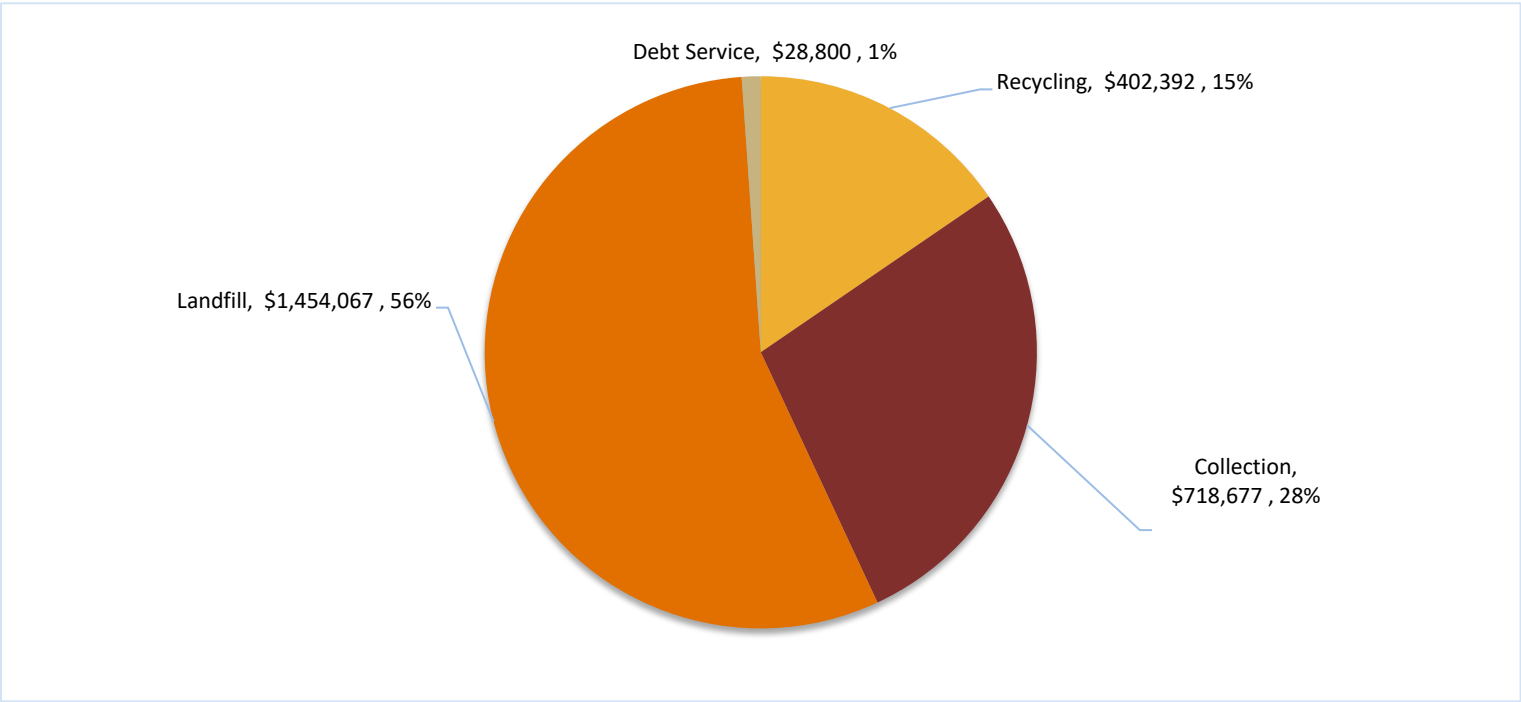


Notes on the EMS Fund

- This budget includes **19 full time employees**. This is an **increase of 6 full time** employees from 2025. The increase is funded by the new ambulance district payment for services. This will allow the City to **add 2 full time staff to each shift** allowing for another ambulance to be covered for each shift.
- This fund does receive approximately **\$800,000 of annual financial support from General Fund**.

Enterprise Fund Budget: Sanitation

The Sanitation Fund is for landfill services for the City of Mitchell. This fund includes four departmental budgets which include: Recycling, Collection, Landfill, and Debt Service. The Sanitation Fund **does not receive General Fund support**. It is funded by fees and charges to the users of the sanitation service.

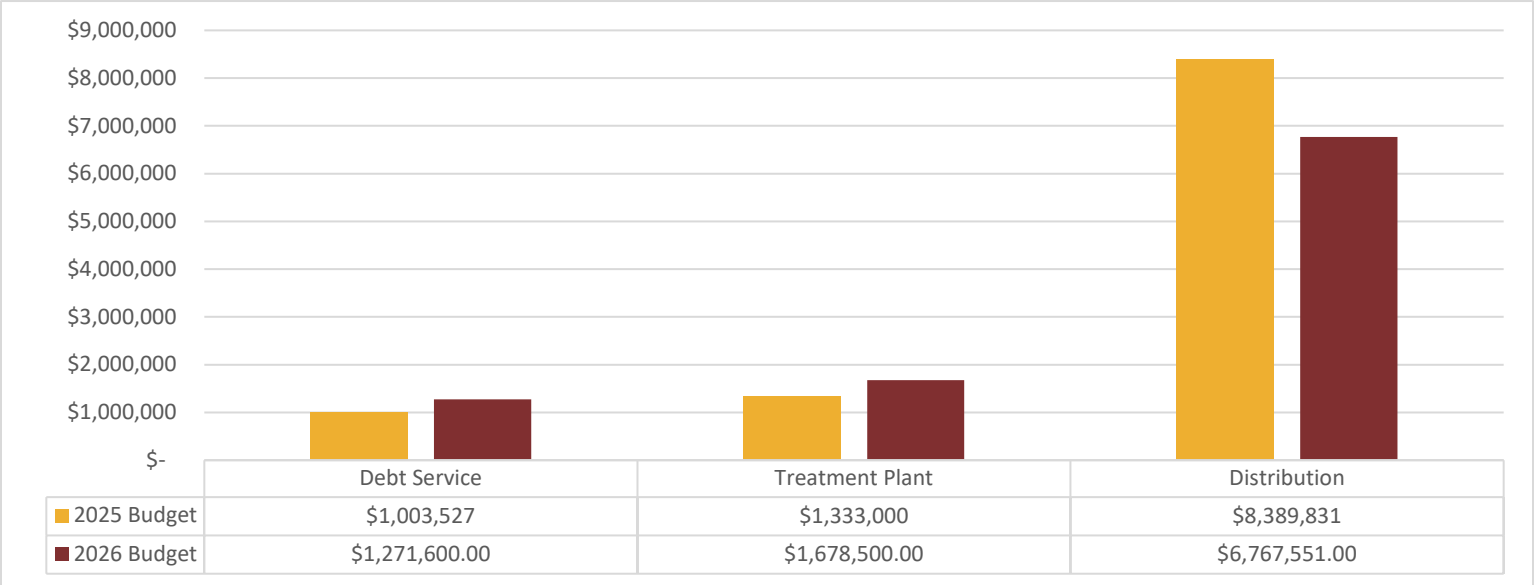
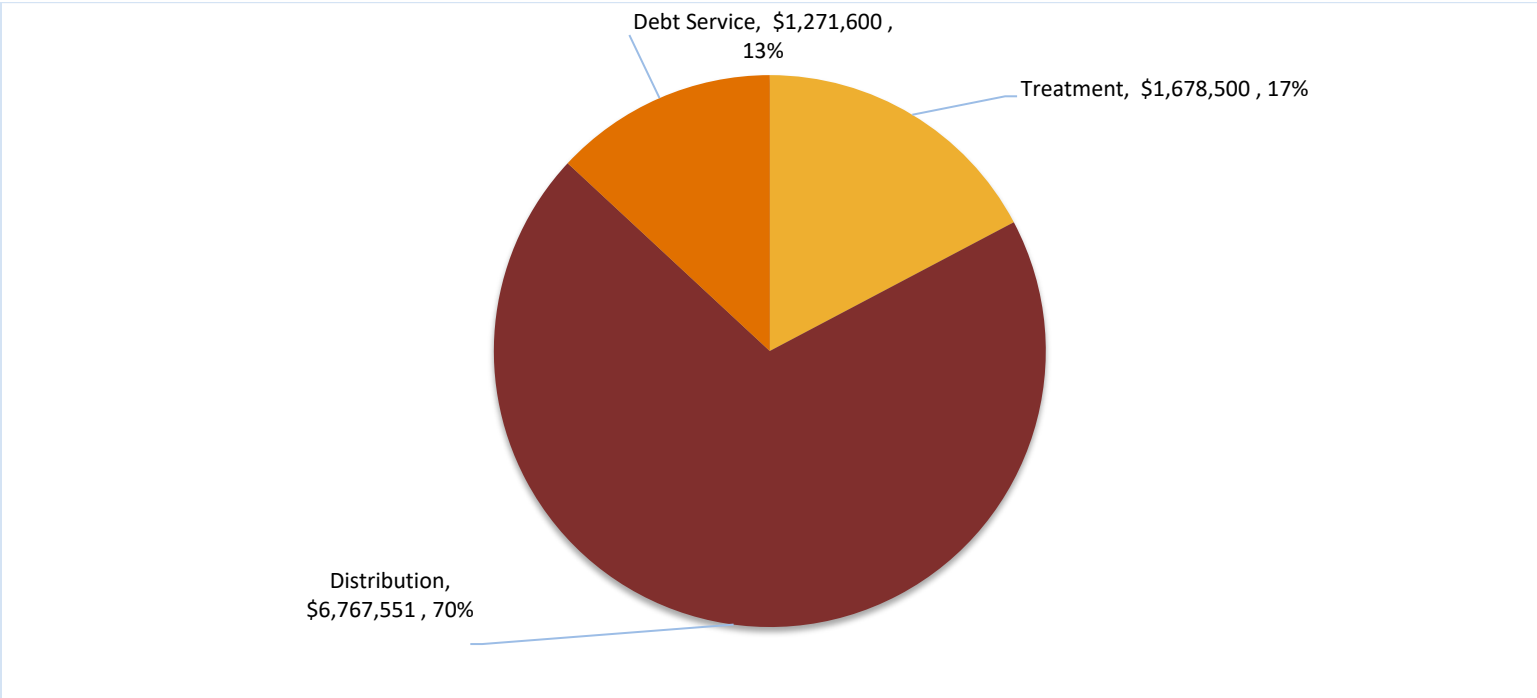


Notes on the Sanitation Fund

- This budget includes **4 full time employees**.
- The landfill budget includes **\$70,000** to be used for **alley maintenance**. There is currently \$270,000 in the fund for project. The City is proposing that two alleys be done in 2026 as an assessment project. Part of the landfill fees includes designated funding for alley maintenance.
- The landfill budget includes **\$348,000** for the **2nd of 10 payments to Jim River Ridge Farms** for a future landfill expansion project.
- The individual budget decreases are due to capital projects that were budgeted in 2025.
- This budget **does not receive funding from General Fund**. The service is supported by user fees.

Enterprise Fund Budget: Water

The Water Fund budget is part of the utility services provided by the City. This fund is divided into three departmental budgets: Treatment, Distribution, and Debt Service.

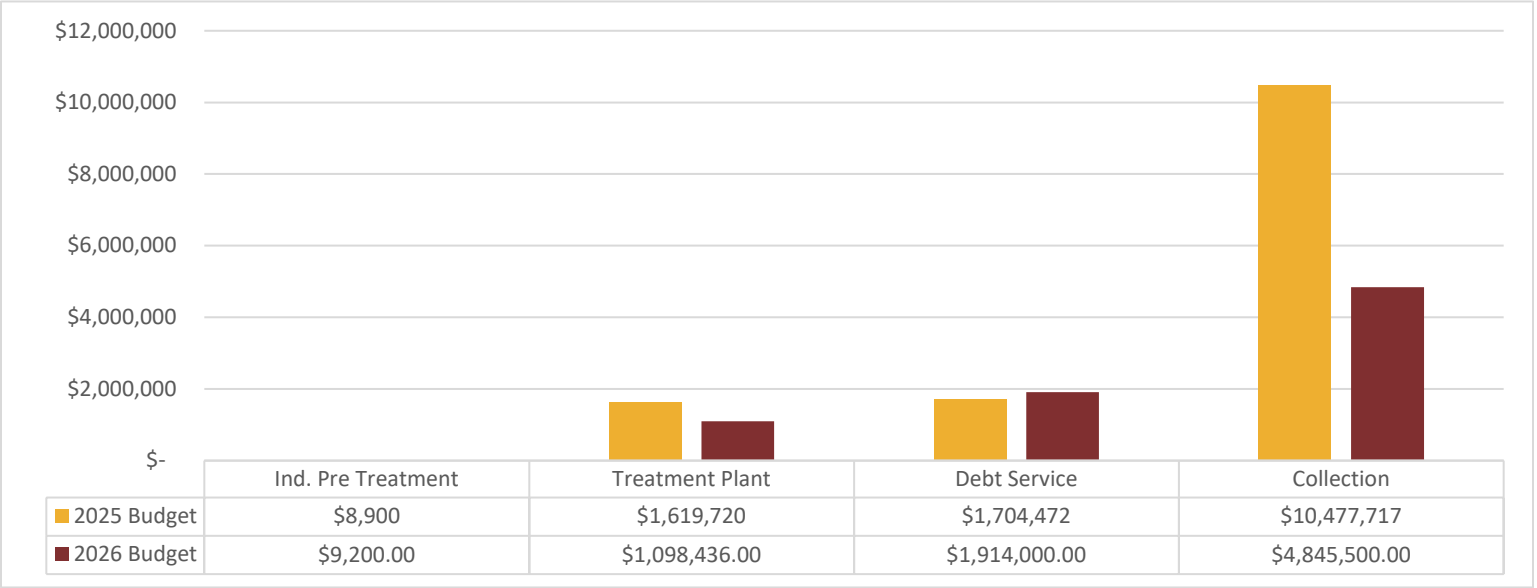
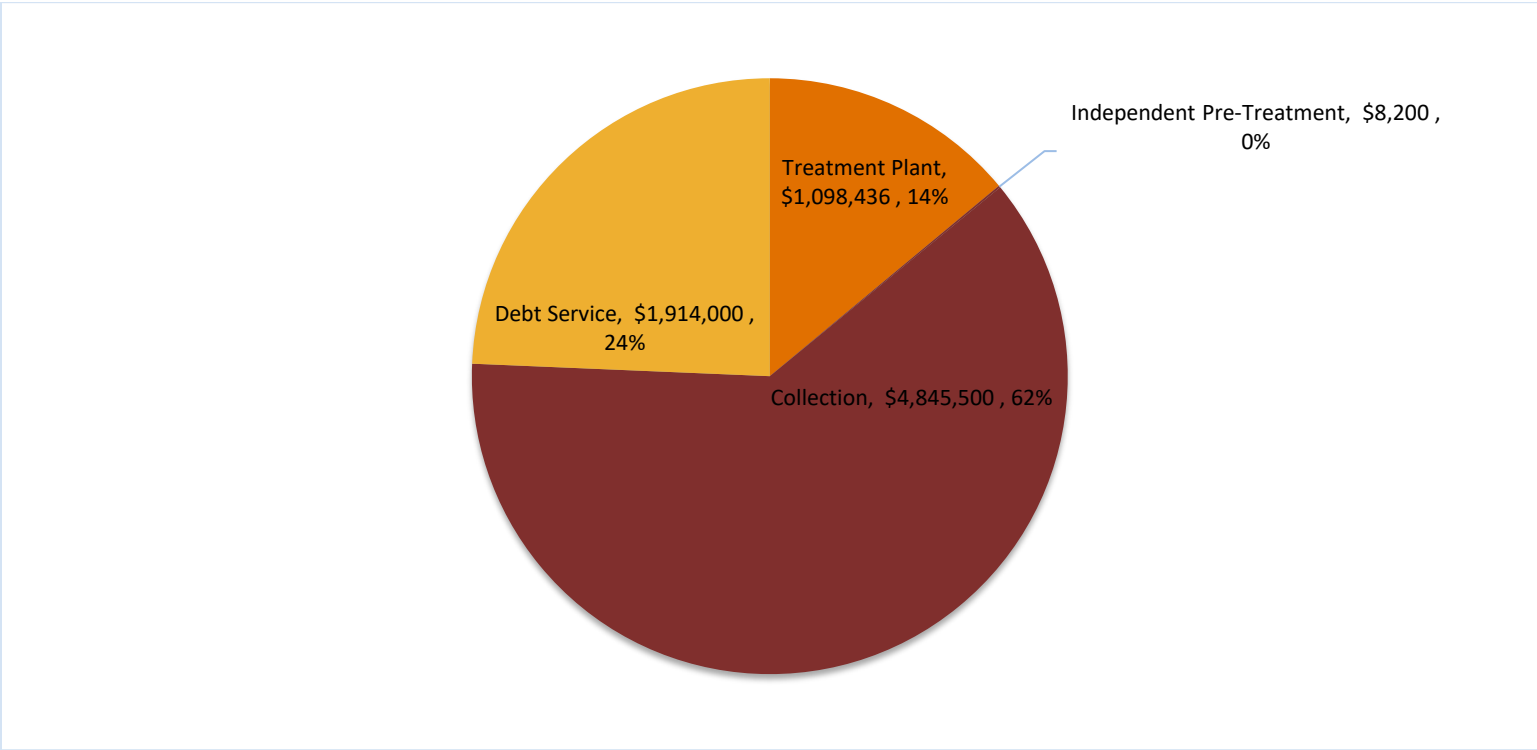


Notes on the Water Fund

- **5.5 full time employees** are included in this budget to provide this service.
- The Water Treatment budget includes payments to BY for Water distributed by the City of Mitchell as well as repairs to the service line from BY to the City of Mitchell.
- The Water Distribution budget is where major water projects for the City of Mitchell are budgeted
- The Water **Distribution** Budget includes **\$2,049,000** of new distribution projects including: **N.Ohlman from 23rd to Kemper, 13th- Wisconsin to Park, 13th Lift Station**, as well as a new building at the ground storage tank location
- The Water Fund **does not receive any funding from General Fund**. This utility service is supported by user fees.

Enterprise Fund Budget: Waste Water

The Water Fund budget is part of the utility services provided by the City. This fund is divided into three departmental budgets: Treatment Plant, Independent Pre-Treatment, Collection, and Debt Service.

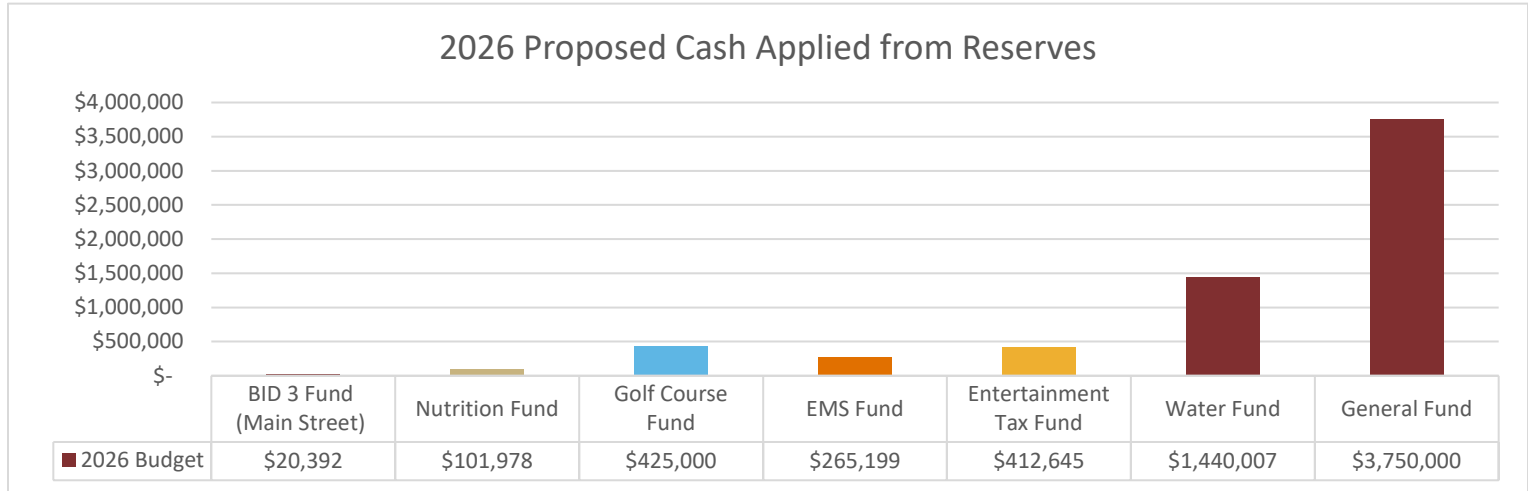


Notes on the Waste Water Fund

- **6.5 full time employees** are included in this budget to provide this service.
- The Collection budget is where major water projects for the City of Mitchell are budgeted
- The **Collection** budget includes **\$1,233,000** of projects funded by **State Revolving Fund** Loan- **N. Ohlman** and **14th** from **Wisconsin to Bypass**.
- The Collection budget includes self-funding the **13th avenue lift station** for **\$2,420,000**.
- The Waste Water Fund **does not receive any funding from General Fund**. This utility service is supported by user fees.

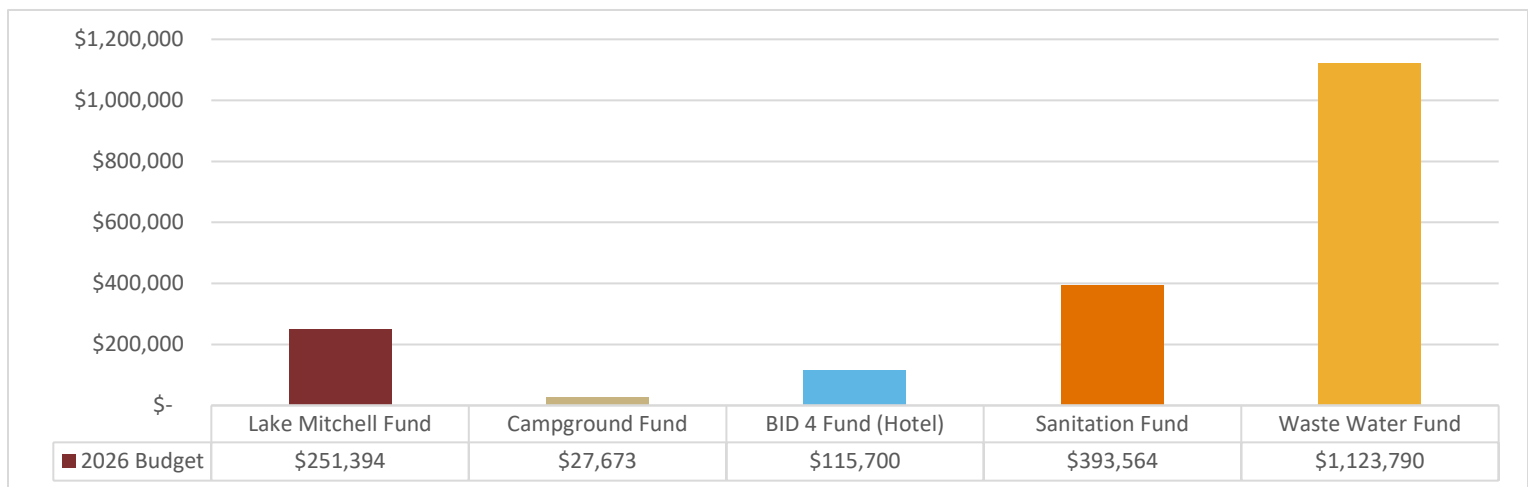
Cash Applied

Funds spending Cash from Reserves for the 2026 Budget



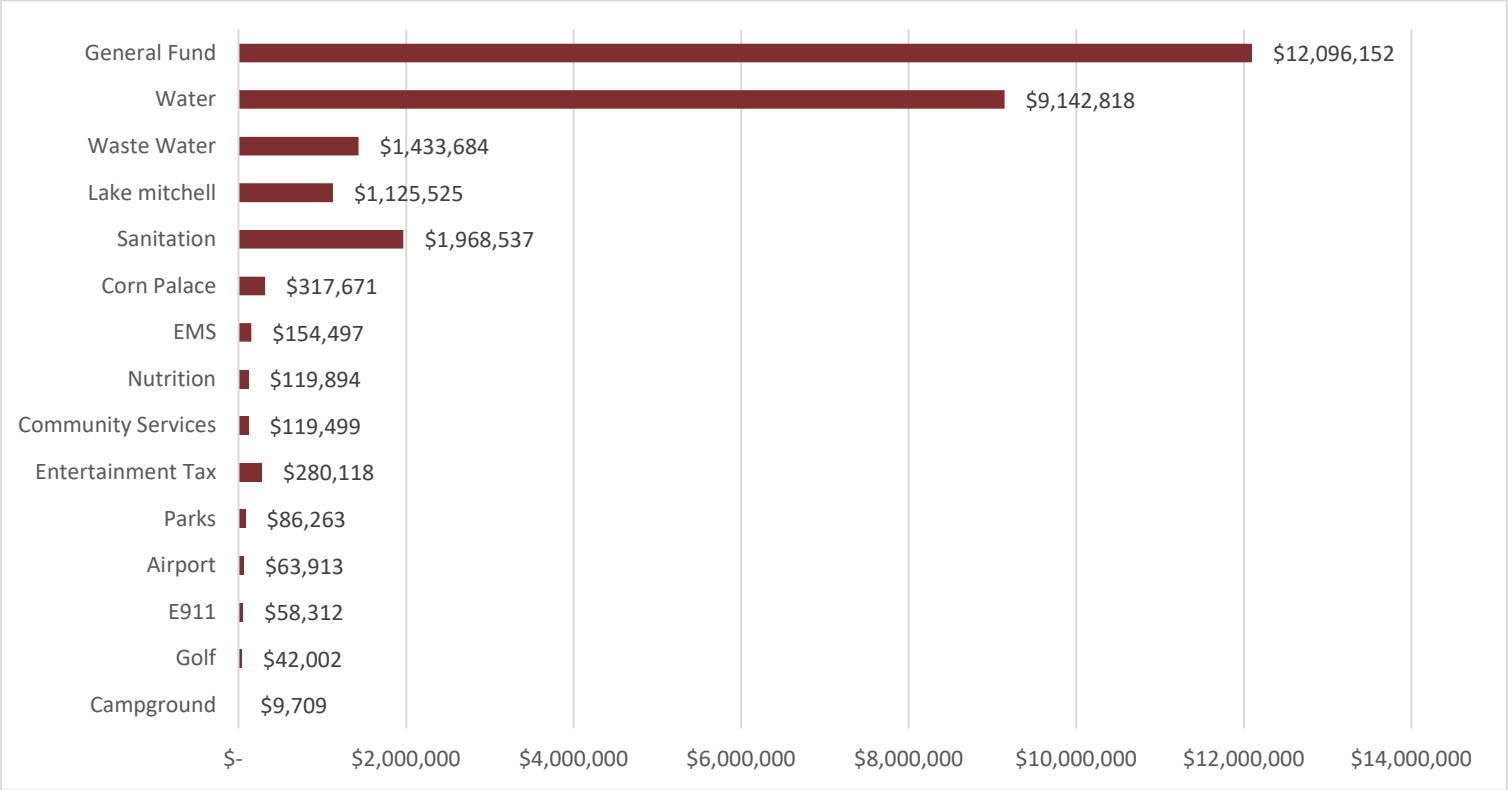
- **BID 3 Fund** is spending \$20,392 from reserves towards project grants.
- **Nutrition Fund** is spending \$102,248 from reserves for operations.
- **Golf Course Fund** is spending \$425,000 from reserves towards the golf course improvement project (\$375,000) and payloader (\$50,000).
- **EMS Fund** is spending \$265,199 from reserves towards operations.
- **Entertainment Tax Fund** is spending \$412,645 from reserves towards the Corn Palace Plaza. Of this total, \$110,568 is dedicated in reserves for the plaza expansion.
- **General Fund** cash applied is from the “future capital projects fund” designated in reserves. \$2,500,000 is for the construction of a second fire station and \$1,250,000 is to replace the ice arena roof.

Funds adding to Reserves for the 2026 Budget



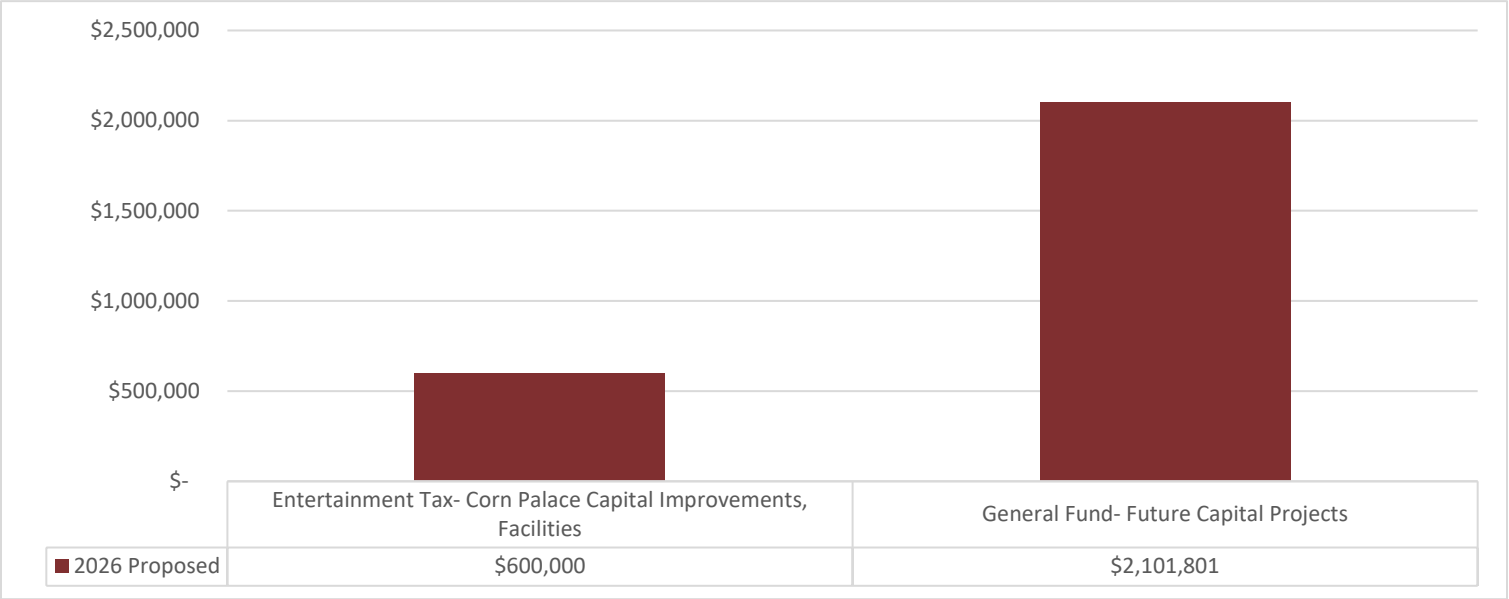
Estimated Reserve Balances

Below are the estimated fund balances at the end of 2026, after cash applied above.



- **General Fund** reserve is estimated to be 39% at the end of 2026.

Below are the estimated dedicated reserve balances at the end of 2026, after cash applied above.



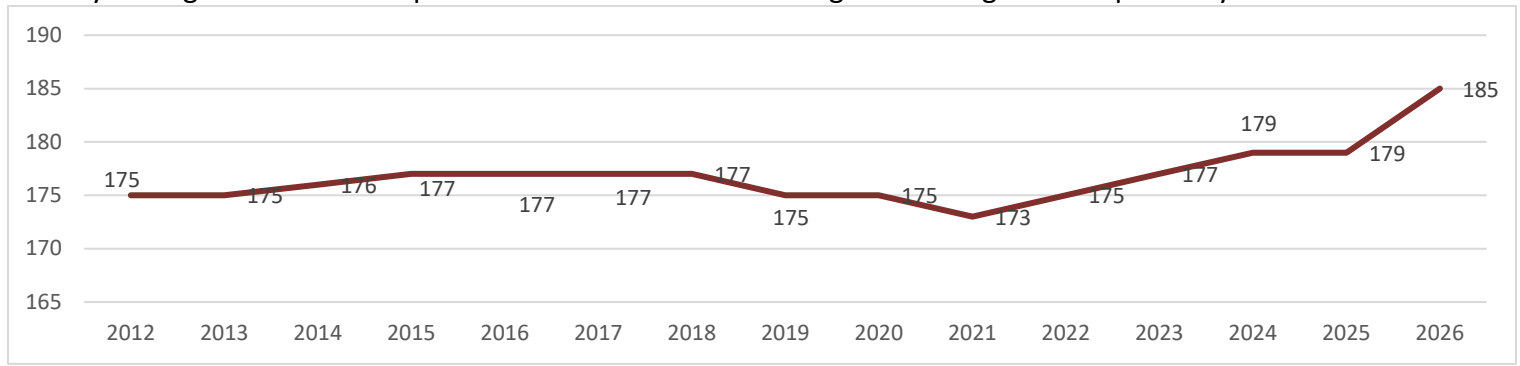
Employee Changes

Wages & Benefits

- Total Combined: \$21,821,292. This is divided between wages (\$15,591,090), SSI/Retirement (\$2,130,521), and Group Insurance (\$4,109,681).
- The City has settled negotiations with all three unions and has included a 3% increase for wages in the 2026 proposed budget.
- The 2026 proposed budget includes eligibility for a 2% performance-based step increase for all employees not at the top of their pay range.
- Health Insurance premiums were not increased in 2026 due to current rates being sufficient to cover utilization.

Staffing Levels

The requested budget includes adding 6 full time firefighters/paramedics in the EMS departmental budget and 1 full time employee in public works. The current full time Equivalent (FTE) will increase to 186 in 2026. The city continues to evaluate positions as they are open to look for more efficient ways of operations. This has resulted in combination of some positions, elimination of positions, and outsourcing of duties. These changes have resulted in the city having more efficient operations. Details on the staffing level changes in the past 10 years are listed below.



- 2012: **Up 1 FTE to 175 FTEs.** Deleted Park Secretary (-1), added Park Maintenance (1), and added Water Distribution (1)
- 2013: No change **175 FTEs**
- 2014: **Up 1 FTE to 176 FTEs.** Added Palace Transit (1), added E-911, added City Administrator (1), deleted water distribution (-2)
- 2015: **Up 1 FTE to 177 FTEs.** Added E911 (1)
- 2016: No change **177 FTEs.** Deleted Water (1), moved City Attorney from part time to full time (1)
- 2017: No changes **177 FTEs**
- 2018: No changes **177 FTEs**
- 2019: **Down 2 FTEs to 175 FTEs.** Deleted Water Superintendent (-1), deleted RSVP Coordinator (-1), deleted GIS Supervisor (-1), added Engineer (1)
- 2020: No Change **175 FTEs.** Delete Palace Transit Driver (-1), Added Parks & Recreation Personal Trainer (1)
- 2021: **Down 2 FTE to 173 FTEs.** Delete Public Safety Director (-1), Delete EMS billing specialist (-1)
- 2022: **Up 2 FTEs to 175 FTEs.** Delete Golf & Cemetery Director (-1), Added Golf Specialist (1), Add Utility Operator (1), Add Administrative Coordinator- Special Events (1)
- 2023: **Up 2 FTEs to 177 FTEs.** Add Firefighters (2)
- 2024: **Up 2 FTEs to 179 FTEs.** Add Police Officers (2)
- 2025: No Changes **179 FTEs.**
- 2026: **Up 6 FTE to 185 FTEs.** Added 6 new firefighter positions and 1 truck driver/maintenance position to be split between Airport, Street, and Traffic departments. (7)



Major Projects, Equipment & Improvements 2026 Annual Budget Overview

First Reading: Monday, November 3rd

Second Reading and Adoption: Monday, November 17th

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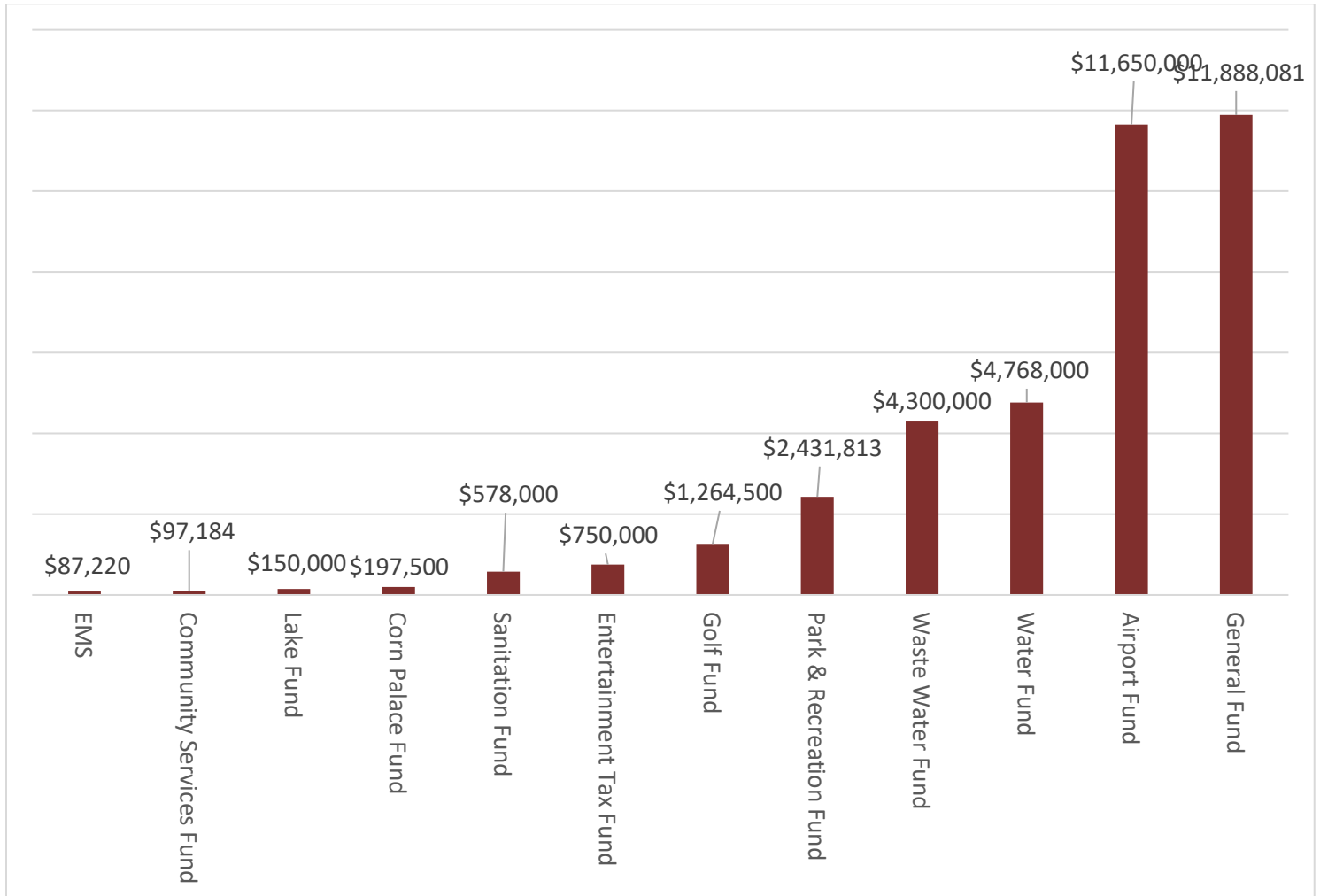
Ohlman Street from 23rd Avenue to Kemper Avenue- Utility and Street Improvements..... 15

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Overview

The 2026 proposed budget includes \$38,162,298 in capital improvement projects. Of those projects, \$10,997,720 are in enterprise fund budgets, \$15,276,497 are in special revenue fund budgets, and \$11,888,081 are in the general fund budget. **It should be noted that special revenue fund capital projects required general fund support in order to complete the projects listed below.** Those funds requiring general fund support for Capital Projects in 2026 include: Airport, Community Services, EMS, Golf, Lake, and Park & Recreation.



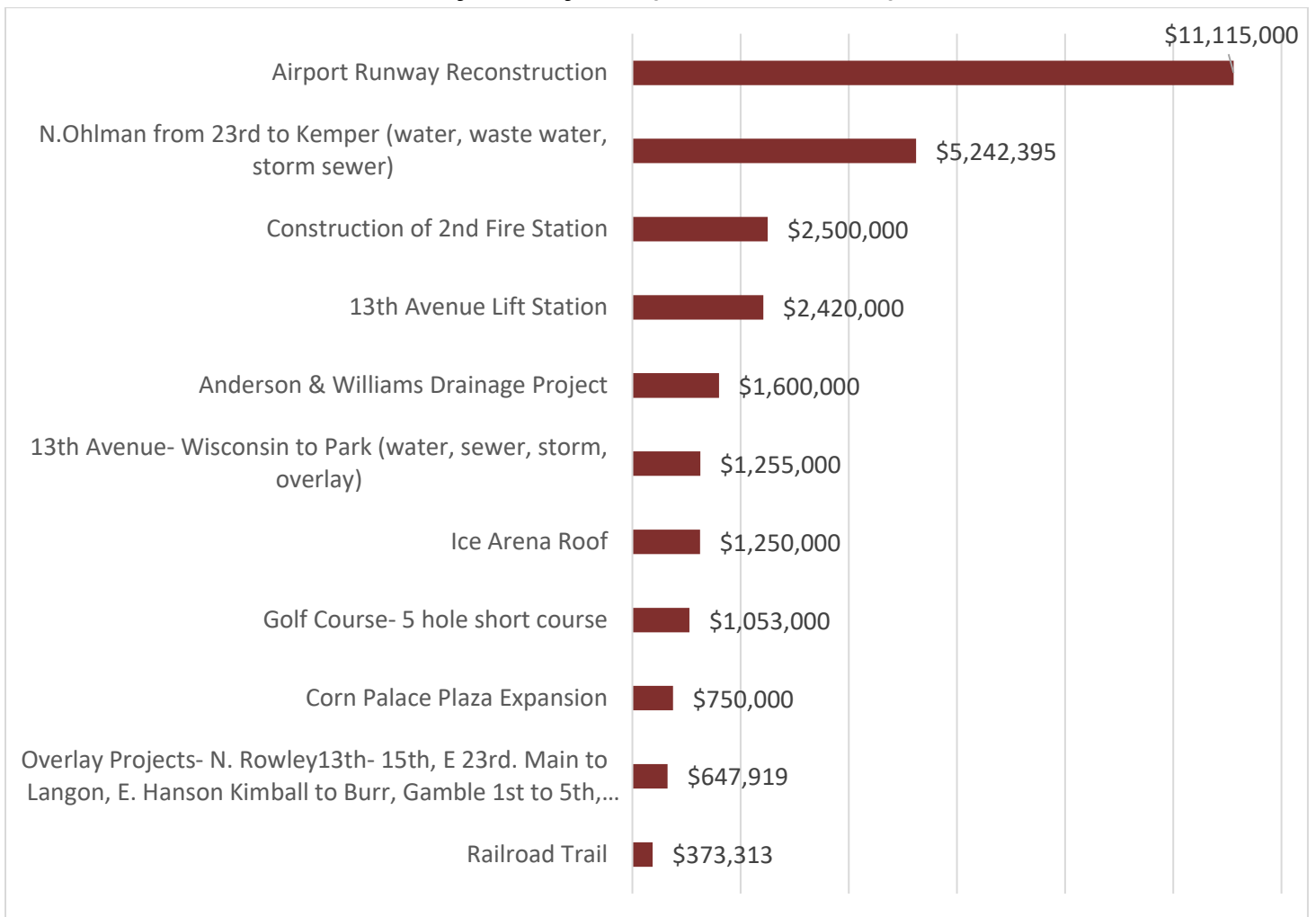
Enterprise Fund Budgets: EMS Fund, Corn Palace Fund, Golf Fund, Sanitation Fund, Waste Water Fund, Water Fund

Special Revenue Fund Budgets: Airport Fund, Community Services Fund, Entertainment Tax Fund, Lake Fund, Park & Recreation Fund

Of Note:

- The City has several major utility projects currently budgeted in 2025. Many of those projects will not be completed in 2025, and will continue into 2026.

Major Projects (over \$300,000)



Categories of Capital Projects

Capital Projects can be broken into one of three categories: infrastructure, equipment, or facility improvements.



Infrastructure:

Infrastructure projects include new construction, replacing aging infrastructure, and upgrading some existing infrastructure.

Crack seal/fog cemetery roads	\$ 20,000
repaint burr street	\$ 20,000
Gravel- Base	\$ 25,000
Hazardous Sidewalk Repair (City)	\$ 25,000
City Sidewalk- Cabela's Pond Area & Main Street/ Dog Park Phase I	\$ 30,000
Ice Arena Parking Lot	\$ 42,500
Sidewalk Construction- Repairs	\$ 50,000
N. Rowley 13th to 15 th (overlay)	\$ 50,151
Alley Maintenance- 2 Alley Projects	\$ 70,000
E. 23rd Main to Langdon (overlay)	\$ 71,458
E. Hanson Kimball to Burr (overlay)	\$ 76,510
Chip Seal Aggregate	\$ 77,000
13 th Avenue Wisconsin to Park (overlay)	\$ 94,000
Manhole Rehabilitation	\$ 100,000
Ice Arena Parking Lot (storm sewer)	\$ 102,000
City Costs- Sidewalk Assessments	\$ 119,000
East Central Drainage	\$ 122,000
Gamble 1st to 5 th (overlay)	\$ 141,300
Marshall 1st to 5 th (overlay)	\$ 141,300
14th Wisconsin to Bypass	\$ 148,000
Shoreline Stabilization by Hwy 37, Lake Mitchell	\$ 150,000
13th Ave Wisconsin to Park (water)	\$ 155,000
N. Duff 4th to 3 rd (overlay)	\$ 167,200
Pavement Maintenance	\$ 200,000
CIPP (waste water)	\$ 200,000
Chip Seal Asphalt	\$ 340,000
13 th Avenue Lift Station (water)	\$ 480,000
Development Fund- to give budget authority to front costs of development	\$ 600,000
N. Ohlman from 23 rd to Kemper (water)	\$ 802,000
N. Ohlman from 23 rd to Kemper (sewer)	\$ 1,085,000
13th Avenue- Wisconsin to Park (storm sewer)	\$ 1,100,000
N. Ohlman from 23rd to Kemper (storm sewer)	\$ 1,490,000
Anderson & Williams Drainage Improvements (storm sewer)	\$ 1,600,000
N. Ohlman from 23 rd to Kemper (overlay)	\$ 1,865,395
13 th Avenue Lift Station (waste water)	\$ 2,420,000
Airport Runway Reconstruction	\$11,115,000

Facility Improvements:

Facility Improvements (over \$5,000) are listed below .

Carpet in Dorm	\$ 5,000
Flooring at Landfill	\$ 5,000
Event Power at Hitchcock Park	\$ 7,500
Refinish Gym Floors in the Rec Center	\$ 8,000
Concrete in Cold Storage at Cemetery	\$ 9,000
Range Roof	\$ 9,500
Hitchcock Baseball Field Light Panel	\$ 10,000
Awning for Scale Operator	\$ 10,000
Door Improvements at landfill	\$ 10,000
Hot Tub System at Rec Center	\$ 11,000
LED Rink Lighting at Corn Palace	\$ 12,000
A/C & Furnace at Day Camp	\$ 13,000
Concrete Curbing for Gainer playground surface	\$ 14,000
Restroom Remodel at Corn Palace	\$ 20,000
Tuck point Hitchcock park entrance	\$ 20,000
Playground Mulch	\$ 20,000
Replace 2 HVAC at Rec Center	\$ 20,000
Landscaping around recycling building	\$ 20,000
City Beautification- plants & weed control	\$ 25,000
Basketball Courts at Hitchcock Park(concrete) & Parking Lot (asphalt)	\$ 31,000
Tuck Point Entrance Pillars at Hitchcock	\$ 35,000
Siding, doors, windows at Patton Young Park	\$ 35,000
Field of Dreams Pressbox replacement	\$ 45,000
Pool Heater	\$ 47,500
Portable Fencing at landfill	\$ 50,000
Hitchcock Pool Perimeter Lighting	\$ 60,000
5 pole replacements listed as "rejects" 50%	\$ 100,000
Corn Palace Murals- Decorating	\$ 124,000
A/C replacements(4)	\$ 160,000
Land Purchase (payment 2 of 10)	\$ 348,000
Railroad Trail	\$ 373,313
Corn Palace Plaza Completion	\$ 750,000
Golf Course Improvements 5-hole short course	\$1,053,000
Ice Arena Roof	\$ 1,250,000
Second Fire Station	\$ 2,500,000
New Building at Ground Storage Tank & Mixing Station	\$ 2,500,000

Equipment:

Major equipment requests are listed below (over \$5,000).

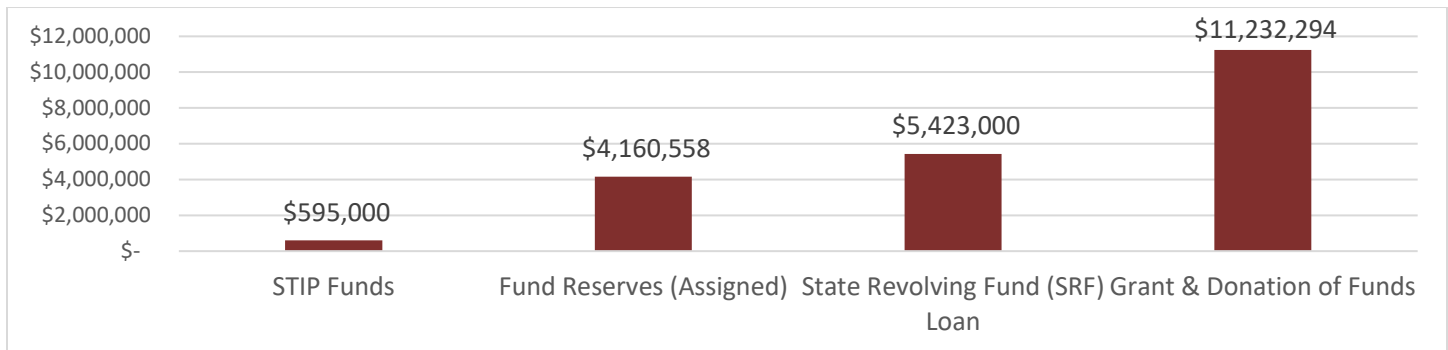
Ice Machine	\$ 5,000
Box Office Microphone/Speaker	\$ 5,000
Hose Replacement	\$ 5,000
Replace Pad on Frog Slide	\$ 5,000
Muriatic Acid Tank	\$ 5,000
Swimsuit Water Extractor	\$ 5,000
Janitor's Cart	\$ 5,000
Outdoor Workout Equipment	\$ 5,000
Dumpsters	\$ 5,000
13 new round tables	\$ 5,182
Tree Injection Equipment	\$ 5,200
Axon Camera System	\$ 5,752
Picnic Table Replacements	\$ 6,000
Rotary Brush for ventrac	\$ 6,600
Refrigerant recycler- freon	\$ 7,000
Range Balls	\$ 7,000
Range Ball Picker	\$ 7,000
New Baskets for Disc Golf	\$ 7,000
Hazardous Materials Testing Kit	\$ 7,500
Mower Deck for toolcat	\$ 7,500
Apple Ipad with Screen Protectors	\$ 7,617
Four Scoop Stretchers	\$ 8,000
Sunshades at Hitchcock and Kibbee Park	\$ 8,000
Handicap Lift Replacement	\$ 8,000
Ice Edger	\$ 8,500
Top Dressing Sand	\$ 9,000
Car Printers	\$ 9,200
6 new cameras	\$ 9,500
Farm Facts/Display Pieces	\$ 10,000
Replace Corn Palace Dome Lighting Controllers	\$ 10,000
Mighty Struts	\$ 10,000
Plow	\$ 10,000
Pictometry Payment to Davison Co.	\$ 12,000
Battery Backup- 12th & Sanborn	\$ 12,000
Radar Units	\$ 14,000
Sunshade Replacements	\$ 14,000
Running/Chaser Lights	\$ 15,000
Slide Restoration	\$ 15,000

zero turn mower	\$ 16,000
Range Ball Dispenser	\$ 16,200
AED/Cabinets Replacements	\$ 17,100
Snow plow only dump truck	\$ 18,500
Tires	\$ 19,000
Replace Dive/Water Rescue Gear	\$ 19,500
Used Truck	\$ 25,000
Crosswalk RRFB- 1st & Mentzer	\$ 25,000
Replace Sand Filters- Indoor Pool	\$ 25,000
Computers & Docks for vehicles	\$ 29,000
see click fix	\$ 30,000
Air Compressor	\$ 32,000
Trimble	\$ 32,500
UTV (airport)	\$ 35,000
UTV (traffic)	\$ 35,000
Protective Equipment	\$ 37,720
Battery Operated Vehicle extrication tools	\$ 38,000
Books	\$ 47,000
Building Inspector Truck	\$ 48,000
Payloader (shared with golf)	\$ 50,000
Loader (shared with cemetery)	\$ 50,000
3/4 Ton Truck	\$ 50,000
Irrigation Filter	\$ 55,000
Tractor	\$ 55,000
Truck box for 162	\$ 55,000
unmarked Explorer	\$ 60,000
Skid Loader	\$ 65,000
Passenger Bus	\$ 65,385
Ford Explorer- patrol vehicle	\$ 72,820
Ford Explorer- patrol vehicle	\$ 72,820
Salt/Sand	\$ 75,000
Scale Computing/Storage (4 Servers-memory & storage, operating system- server management, cloud-based management for servers.)	\$ 115,000
Semi-Tractor	\$ 125,000
Jennewin Playground	\$ 180,000
Dump Truck	\$ 250,000
Tack Truck	\$ 270,000
Loader (snow removal)	\$ 300,000
2nd Payment on Fire Engine	\$ 301,000

Engineering, Professional Services, & Studies

Retail Recruitment	\$	50,000
Lake Mitchell 50% Probable Maximum Flood Assessment & Breach Analysis	\$	98,500
Storm Sewer Study East of Sanborn & South of High School - HDR Engineering (Storm Sewer)	\$	130,000
Design of 6th Avenue Juanita to Sanborn- McLaury (Water & Sewer)	\$	240,000
State Water Plan Update- SPN (Water & Sewer)	\$	320,000

Alternative Funding Sources For Capital Projects *(in addition to operational revenue)*



Projects Utilizing STIP Funds

- \$595,000 towards the annual Street Overlay Maintenance Program in 2026.

Projects Utilizing Restricted Reserves

- \$2,148,199 from “future capital projects” in general fund designated reserves for the design & construction of a 2nd fire station on N. Main.
- \$101,801 from “2nd fire station/mitchell township fire” in general fund designated reserves for the design & construction of a 2nd fire station on N. Main.
- \$1,250,000 from “future capital projects in General Fund designated reserves for the replacement of the ice arena roof.
- \$110,568 from Entertainment Tax Fund reserves designated for “Corn Palace Plaza” towards the expansion of the Corn Palace Plaza.
- \$250,000 from “Phase III” in Golf Fund designated reserves towards the golf course project.
- \$50,000 from “cart replacement” in golf fund designated reserves towards the golf course project.

State Revolving Fund (SRF) Loan Financing:

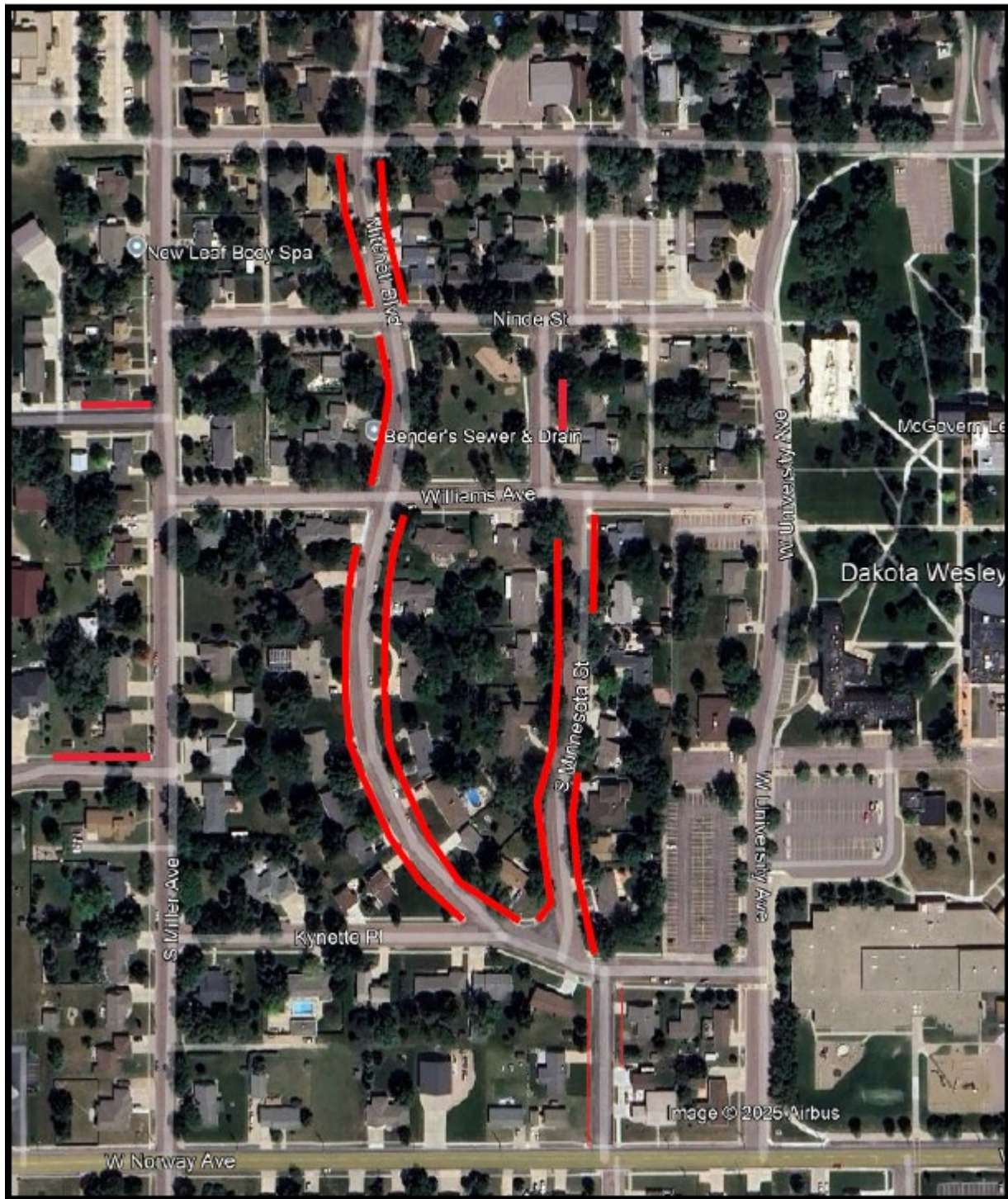
- \$1,100,000 for the 13th Avenue- Wisconsin to Park Storm Drainage Improvement Project
- \$1,490,000 for the N. Ohlman from 23rd to Kemper Storm Drainage Improvement Project
- \$1,600,000 for the Anderson & Williams Storm Drainage Improvement Project
- \$148,000 for the 14th Wisconsin to Bypass Waste Water Improvement Project
- \$1,085,000 for the N. Ohlman from 2nd to Kemper Waste Water Improvement Project.

Projects Receiving Grant Support

- \$10,816,000 for the Airport Runway Reconstruction Project
- \$21,294 for Palace Transit equipment purchases
- \$90,000 towards the Jennewin Park Playground Equipment.
- \$373,313 towards the Rail Road Trail construction.

Sidewalk Assessment Projects

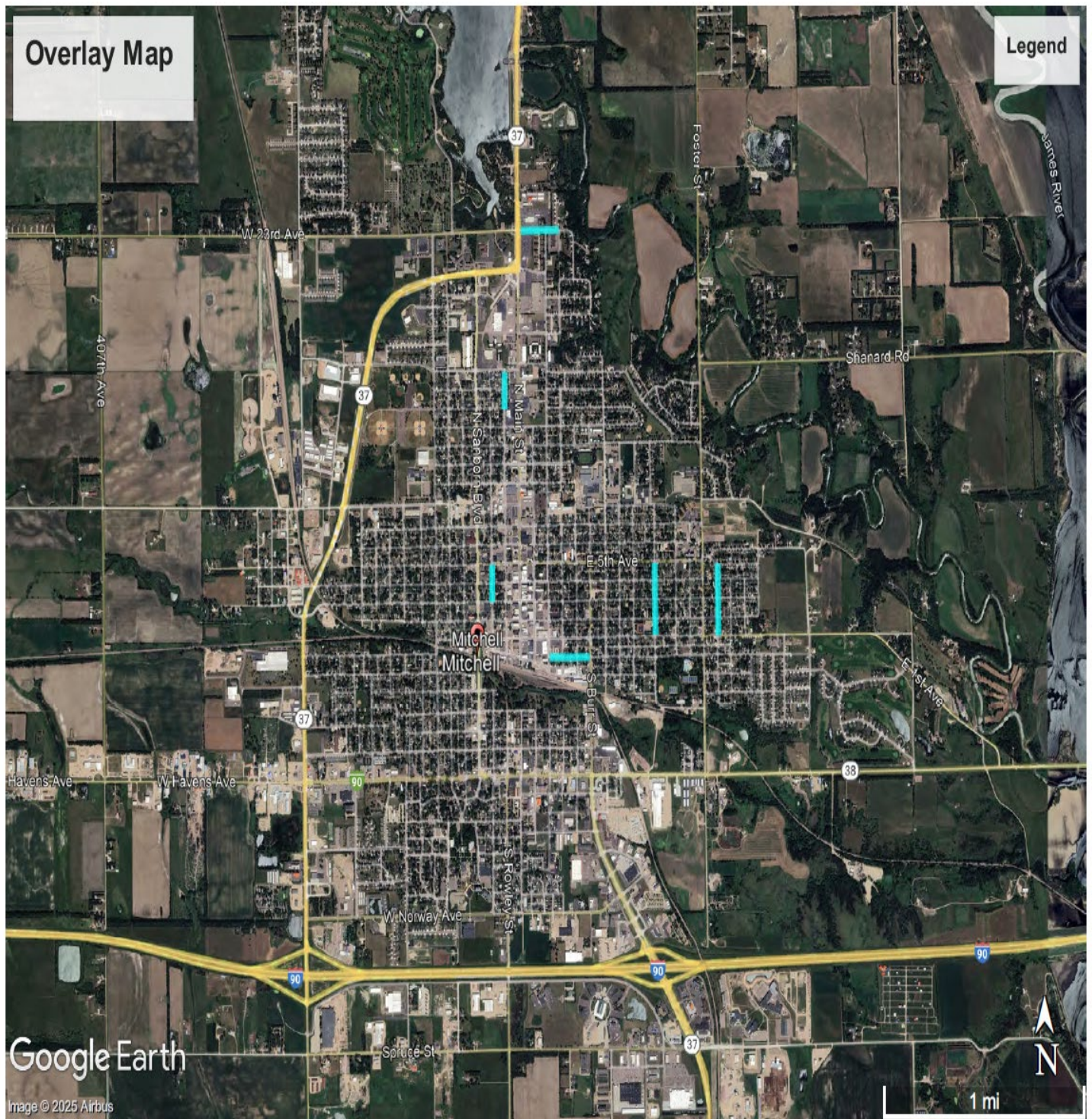
Mitchell Boulevard Area Sidewalk Improvements - Assessment Project



Ice Arena Parking Lot & Storm Improvements



Overlay Projects



13th Avenue from Wisconsin Street to Bypass- Utility & Street Improvements

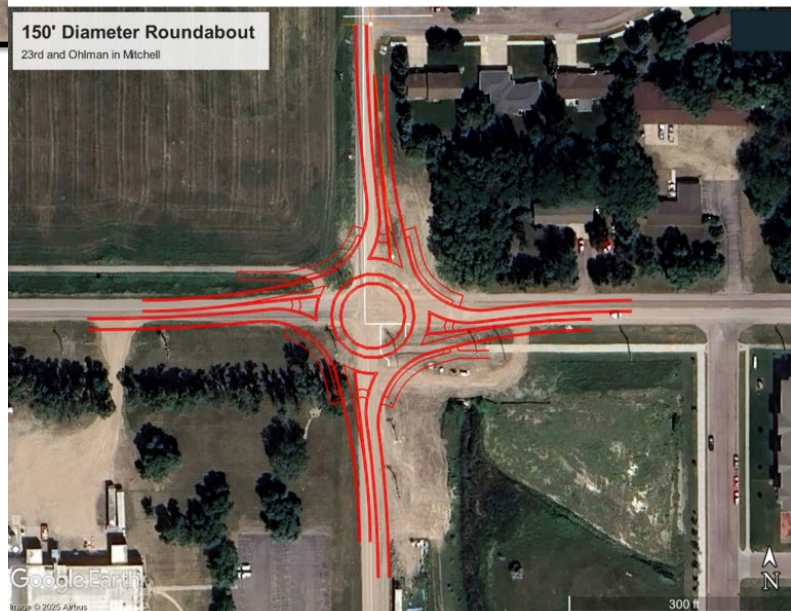


13th Avenue Lift Station

13th Avenue Sanitary Sewer Lift Station Replacement
Improvements also include water improvements and street reconstruction.



Ohlman Street from 23rd Avenue to Kemper Avenue- Utility and Street Improvements



Handout 3

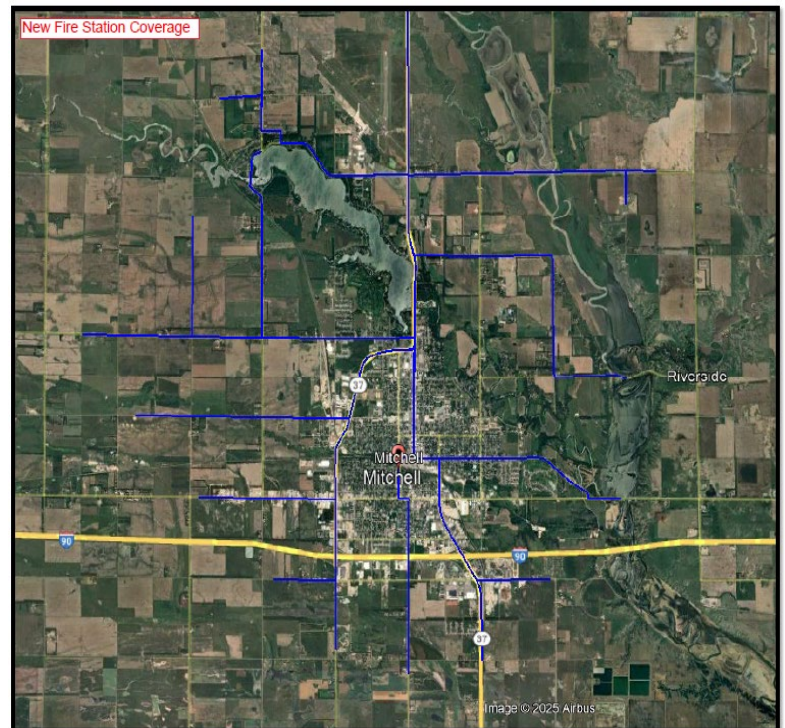
2nd Fire Station



CONCEPTUAL RENDERING

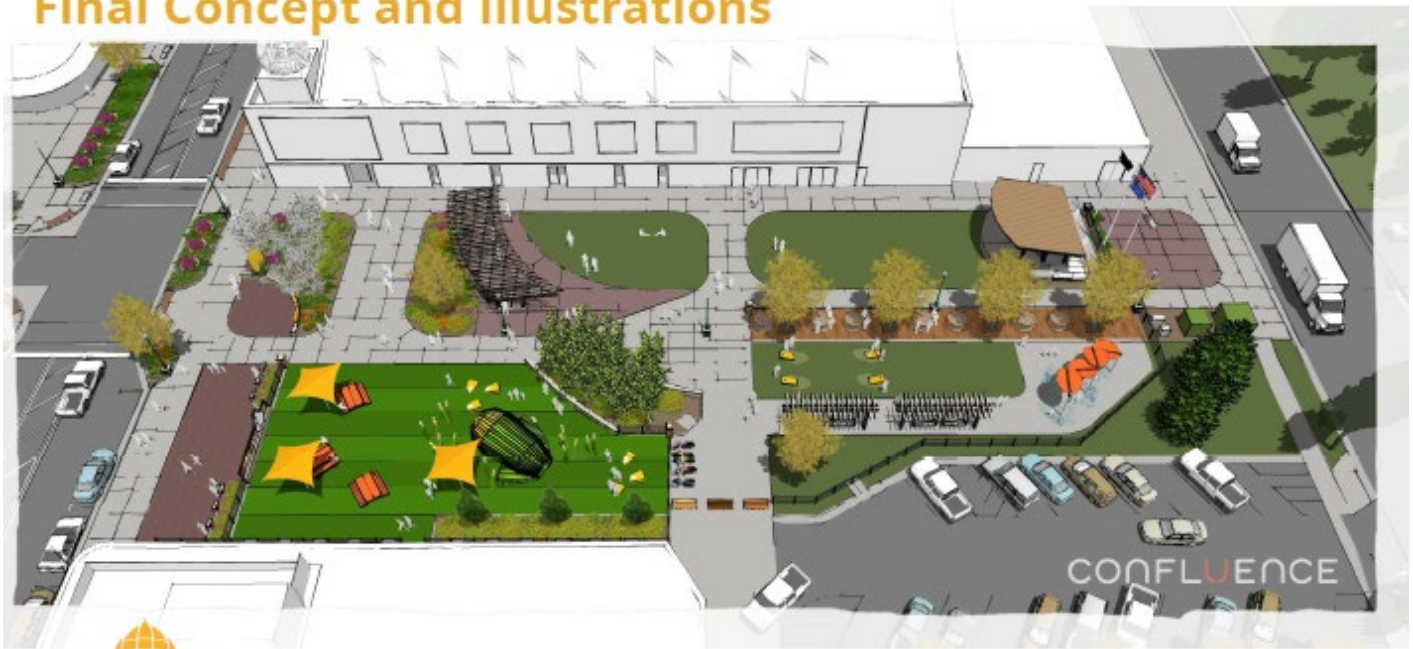
ABBREVIATIONS:

SHEET INDEX:



Corn Palace Plaza Expansion

Final Concept and Illustrations



CORN PALACE PLAZA EXPANSION

CONFLUENCE

Summary of Anticipated Construction Costs

A. Expanded Entry Plaza	\$120,000 - \$150,000
B. Playground Features	\$450,000 - \$550,000
C. Synthetic Turf	\$100,000 - \$120,000
D. Bench Swings	\$100,000 - \$120,000
E. Water Feature	\$200,000 - \$240,000
F. Boardwalk	\$75,000 - \$100,000
G. Removals, Utilities, Paving, Landscape	\$280,000 - \$320,000
Total:	Up to \$1,600,000



CORN PALACE PLAZA EXPANSION

CONFLUENCE

General Fund Budget Changes			
Revenue			
	Growth in Property Taxes 9/22	\$	102,506
	Revenue for E. Central Drainage Project 10/2	\$	56,000
Total Revenue		\$	158,506
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)
	East Central Drainage Project 10/20	\$	122,000
	Patrol Car Printers 10/20	\$	9,200
	Transfer to Lake for Dam Study based on actual cost 10/20	\$	(101,500)
	Retail Recruitment Project 10/20	\$	50,000
	Lake SRF Loan Payment - reduced to balance 10/20	\$	(23,700)
Total Expenses		\$	158,506
	Difference	\$	-

Lake Fund Changes			
Revenue			
	Transfer from General Fund for Lake Study	\$	98,500
	Transfer from General Fund for Rip Rap	\$	150,000
Total Revenue		\$	248,500
Expenses			
	Lake Mitchell Study on Dam 10/20	\$	98,500.00
	Rip Rap Shoreline Stabilization 10/6	\$	150,000
Total Expenses		\$	248,500
	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			
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.

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
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,	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			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			
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			

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
72	Equipment		Pictometry 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 Park	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 Drainage	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	\$ -	\$ -			
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	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			

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
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 Park	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	\$ 417,000		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.. 10/20 John Doescher comments read. Mayor requested it as a loan.
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				
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	\$ -	\$ -				

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
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	\$ -	\$ -				asked for school/tennis to come up with half of the cost. Mbathe said that to get grant funds can only be striped for tennis and has to be post-tension concrete . Kevin Nelson said the school
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
			Hitchcock Baseball Field Light Panel	Park	Parks & Rec	Parks	\$ 10,000	\$ 10,000	\$ 10,000				
152	Facility Improvement			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				
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				

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
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				
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				

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
211	Equipment		Trimble	Water	Public Works	\$ 32,500	\$ 32,500	\$ 32,500				
212	Equipment		Truck box for 162	Water	Public Works	\$ 55,000	\$ 55,000	\$ 55,000				
213	Equipment		Semi Tractor	Water	Public Works	\$ 125,000	\$ 125,000	\$ 125,000				
214	Infrastructure	13th Avenue Wisconsin to Park	water	Water	Public Works	\$ 155,000	\$ 155,000	\$ 155,000				
215	Infrastructure	13th Avenue Lift Station	water	Water	Public Works	\$ 480,000	\$ 480,000	\$ 480,000				
216	Infrastructure		Development Fund- to give budget authority to front costs of development	Water	Public Works	\$ 600,000	\$ 600,000	\$ 600,000				
217	Infrastructure	N. Ohlman from 23rd to Kemper	Water	Water	Public Works	\$ 802,000	\$ 802,000	\$ 802,000				
						\$ 49,440,088	\$ 32,858,663	\$ 34,072,903		\$ 46,000	\$ -	

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	\$ -			
222	Economic Study	updated study of Mitchell economy	Dakota Instiute	Mayor	\$ 50,000		\$ 50,000	\$ -	\$ (50,000)			9/15: KM, -7 remove 9/15 .IS- work with MADC, consider in November? Or at end of year. supports retail recruitment? Final approval with council? TG. Could cancel the contract at any time during the contract. Jeff, Best use of space.
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		\$ (60,000)			

Council Work Session Review Items											
Improvements, Projects, Equipment	Project	Item	Fund	Department	Requested	Admin Review	2026 Proposed	Council Changes	General Fund Budget impact GF Budget	Ent. Tax Budget Impact	Notes
Subsidies		2025 Approved		2026 Application		2026 Proposed		Council Action	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, concus. 35,000 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	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			\$ 98,500	\$ 98,500		to offset the s. havens drainage project & Car printers. Study came in at 98,500
K	Debt Service Payment for Lake Mitchell				\$ 1,200,000		\$ 1,200,000	\$ 247,223	\$ (952,777)		K.M Discussion on this item, coul 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 payloador 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
N	Additional Drainage Project south of Havens				\$ 66,000			\$ 122,000	\$ 122,000		10/2 meeting to move forward
O	Additional Funds needed for railroad trail.				\$ 324,389						For Nowkeep out at this point. Jeff, consider looking at a trail at the firesteel nature preserve.
					\$ 2,620,000	\$ -	\$ -	\$ 3,764,118	\$ 64,118		

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			
M	Outside Revenue						\$ 56,000	\$ 56,000			
								\$ 158,506			

Difference	\$ -
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9/22 Golf Course Discussion		
Golf Course Project	\$	1,330,00C
KN- (not included in budget request)	\$	93,100**was not originally included in the budget
included in budget request)	\$	133,000was not originally included in the budget
Total Project Cost	\$	1,556,100
Cash Applied/Budget Reductions Recommended by DS on 9/22		
Donation Pledge	\$	(250,00C Private Source
Golf Fund Reserves	\$	(250,00C 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 Included before 10/20	\$	417,000

City of Mitchell Capital Improvement Plan FY2026														
Category	Project	Description	Fund	Department	Division	Requested Budget	Mayor's Proposed Budget	Annual Budget	Grants/ Donations	Assigned Reserve	SRF Loan Financing	STIP	Enterprise or Special Fund Revenue	General Fund
Equipment		UTV	Airport	Public Works	Airport	\$ 35,000	\$ 35,000	\$ 35,000						\$ 35,000
Equipment		Loader (snow removal)	Airport	Public Works	Airport	\$ 300,000	\$ 300,000	\$ 300,000						\$ 300,000
Infrastructure		Pavement Maintenance	Airport	Public Works	Airport	\$ 200,000	\$ 200,000	\$ 200,000						\$ 200,000
Infrastructure		Airport Runway Reconstruction	Airport	Public Works	Airport	\$ 11,115,000	\$ 11,115,000	\$ 11,115,000	\$ 10,815,000					\$ 300,000
Equipment		Outfront Mower	Campground	Parks & Rec	Campground	\$ 40,000	\$ -	\$ -					\$ -	\$ -
Equipment		Apple Ipad with Screen Protectors	Community Services	Community Services	Palace Transit	\$ 7,617	\$ 7,617	\$ 7,617	\$ 6,094					\$ 1,523
Equipment		Tires	Community Services	Community Services	Palace Transit	\$ 19,000	\$ 19,000	\$ 19,000	\$ 15,200					\$ 3,800
Equipment		Passenger Bus	Community Services	Community Services	Palace Transit	\$ 65,385	\$ 65,385	\$ 65,385						\$ 65,385
Equipment		13 new round tables	Community Services	Community Services	JVCC	\$ 5,182	\$ 5,182	\$ 5,182					\$ 5,182	\$ -
Equipment		Commercial Fridge	Corn Palace	Corn Palace	Corn Palace	\$ 2,500	\$ 2,500	\$ 2,500					\$ 2,500	\$ -
Equipment		Stainless Steel Sink	Corn Palace	Corn Palace	Corn Palace	\$ 3,000	\$ 3,000	\$ 3,000					\$ 3,000	\$ -
Equipment		Hot Dog Cart	Corn Palace	Corn Palace	Corn Palace	\$ 3,000	\$ 3,000	\$ 3,000					\$ 3,000	\$ -
Equipment		Ice Machine	Corn Palace	Corn Palace	Corn Palace	\$ 5,000	\$ 5,000	\$ 5,000					\$ 5,000	\$ -
Equipment		Box Office Microphone/Speaker	Corn Palace	Corn Palace	Corn Palace	\$ 5,000	\$ 5,000	\$ 5,000					\$ 5,000	\$ -
Equipment		Farm Facts/Display Pieces	Corn Palace	Corn Palace	Corn Palace	\$ 10,000	\$ 10,000	\$ 10,000					\$ 10,000	\$ -
Equipment		Running/Chaser Lights	Corn Palace	Corn Palace	Corn Palace	\$ 25,000	\$ 15,000	\$ 15,000					\$ 15,000	\$ -
Equipment		Replace Corn Palace Dome Lighting	Corn Palace	Corn Palace	Corn Palace	\$ -	\$ 10,000	\$ 10,000					\$ 10,000	\$ -
Facility Improvement		Restroom Remodel	Corn Palace	Corn Palace	Corn Palace	\$ 20,000	\$ 20,000	\$ 20,000					\$ 20,000	\$ -
Facility Improvement		Chiller Pump	Corn Palace	Corn Palace	Corn Palace	\$ 50,200	\$ -	\$ -					\$ -	\$ -
Facility Improvement		Boiler pump	Corn Palace	Corn Palace	Corn Palace	\$ 56,700	\$ -	\$ -					\$ -	\$ -
Facility Improvement		Corn Palace Murals- Decorating	Corn Palace	Corn Palace	Corn Palace	\$ 124,000	\$ 124,000	\$ 124,000					\$ 124,000	\$ -
Facility Improvement		Locker Room Remodel	Corn Palace	Corn Palace	Corn Palace	\$ 150,000	\$ -	\$ -					\$ -	\$ -
Facility Improvement		AHU (4) North	Corn Palace	Corn Palace	Corn Palace	\$ 263,250	\$ -	\$ -					\$ -	\$ -
Facility Improvement		AHU (5) South	Corn Palace	Corn Palace	Corn Palace	\$ 263,250	\$ -	\$ -					\$ -	\$ -
Facility Improvement		AHU (2) Main Floor	Corn Palace	Corn Palace	Corn Palace	\$ 271,350	\$ -	\$ -					\$ -	\$ -
Facility Improvement		AHU (3) Main Floor	Corn Palace	Corn Palace	Corn Palace	\$ 346,680	\$ -	\$ -					\$ -	\$ -
Facility Improvement		Elevator Improvement	Corn Palace	Corn Palace	Corn Palace	\$ 500,000	\$ -	\$ -					\$ -	\$ -
Facility Improvement		Boiler Plant	Corn Palace	Corn Palace	Corn Palace	\$ 503,415	\$ -	\$ -					\$ -	\$ -
Facility Improvement		Chiller Plant	Corn Palace	Corn Palace	Corn Palace	\$ 779,470	\$ -	\$ -					\$ -	\$ -
Equipment		Four Scoop Stretchers	EMS	Fire/EMS	EMS	\$ 8,000	\$ 8,000	\$ 8,000						\$ 8,000
Equipment		Protective Equipment	EMS	Fire/EMS	EMS	\$ 37,720	\$ 37,720	\$ 37,720						\$ 37,720
Equipment		Battery Operated Vehicle extrication tools	EMS	Fire/EMS	EMS	\$ 38,000	\$ 38,000	\$ 38,000						\$ 38,000
Equipment		Radio Console, repeater, antenna repair & labor	EMS	PD/E911	E911	\$ 3,500	\$ 3,500	\$ 3,500						\$ 3,500
Facility Improvement		Corn Palace Plaza Expansion Complete with Splash park	Entertainment Tax	Ent. Tax	Ent. Tax	\$ 750,000	\$ 750,000	\$ 750,000		\$ 110,568			\$ 639,432	\$ -
Equipment		Timeclock Software	General	Admin	IT	\$ 30,000	\$ -	\$ -						\$ -
Equipment		see click fix	General	Admin	IT	\$ 30,000	\$ 30,000	\$ 30,000						\$ 30,000
Equipment		Scale Computing/Storage (4 Servers-	General	Admin	IT	\$ 115,000	\$ 115,000	\$ 115,000						\$ 115,000
Facility Improvement		Flooring/Painting City Hall	General	Admin	Municipal Buildings	\$ 30,000	\$ -	\$ -						\$ -
Equipment		Grain Rescue Auger	General	Fire/EMS	Fire	\$ 1,050	\$ 1,050	\$ 1,050						\$ 1,050
Equipment		ice Rescue Suit	General	Fire/EMS	Fire	\$ 1,050	\$ 1,050	\$ 1,050						\$ 1,050
Equipment		Structural Fire Gear	General	Fire/EMS	Fire	\$ 1,150	\$ 1,150	\$ 1,150						\$ 1,150
Equipment		Wildland Gear	General	Fire/EMS	Fire	\$ 1,425	\$ 1,425	\$ 1,425						\$ 1,425
Equipment		Rescue Helmts/Harnesses	General	Fire/EMS	Fire	\$ 1,800	\$ 1,800	\$ 1,800						\$ 1,800
Equipment		Tanker 2 primer & exhaust	General	Fire/EMS	Fire	\$ 2,000	\$ 2,000	\$ 2,000						\$ 2,000
Equipment		SCBA- replace nonworking lights	General	Fire/EMS	Fire	\$ 2,000	\$ 2,000	\$ 2,000						\$ 2,000
Equipment		Hose Tester	General	Fire/EMS	Fire	\$ 4,500	\$ 4,500	\$ 4,500						\$ 4,500
Equipment		Hose Replacement	General	Fire/EMS	Fire	\$ 5,000	\$ 5,000	\$ 5,000						\$ 5,000
Equipment		Hazardous Materials Testing Kit	General	Fire/EMS	Fire	\$ 7,500	\$ 7,500	\$ 7,500						\$ 7,500
Equipment		Mighty Struts	General	Fire/EMS	Fire	\$ 10,000	\$ 10,000	\$ 10,000						\$ 10,000
Equipment		Replace Dive/Water Rescue Gear	General	Fire/EMS	Fire	\$ 19,500	\$ 19,500	\$ 19,500						\$ 19,500
Equipment		2nd Payment on Fire Engine	General	Fire/EMS	Fire	\$ 301,000	\$ 301,000	\$ 301,000						\$ 301,000
Facility Improvement		Replace 4 water valves (Fire Bay)	General	Fire/EMS	Fire	\$ 3,500	\$ 3,500	\$ 3,500						\$ 3,500
Facility Improvement		Carpet in Dorm	General	Fire/EMS	Fire	\$ 5,000	\$ 5,000	\$ 5,000						\$ 5,000
Facility Improvement		Second Fire Station	General	Fire/EMS	Fire	\$ 2,500,000	\$ 2,500,000	\$ 2,500,000		\$ 2,500,000				\$ -
Equipment		AED/Cabinets Replacements	General	HR	HR	\$ 17,100	\$ 17,100	\$ 17,100						\$ 17,100
Infrastructure		Shoreline Stabilization by Hwy 37, Lake	Lake	Lake	Lake	\$ -	\$ -	\$ 150,000						\$ 150,000
Equipment		Books	General	Library	Library	\$ 47,000	\$ 47,000	\$ 47,000						\$ 47,000
Equipment		Rotary Brush for ventrac	General	Parks & Rec	Cemetery	\$ 6,600	\$ 6,600	\$ 6,600						\$ 6,600
Equipment		Used Truck	General	Parks & Rec	Cemetery	\$ 25,000	\$ 25,000	\$ 25,000						\$ 25,000
Equipment		Payloader (shared with golf)	General	Parks & Rec	Cemetery	\$ 50,000	\$ 50,000	\$ 50,000						\$ 50,000

City of Mitchell Capital Improvement Plan FY2026														
Category	Project	Description	Fund	Department	Division	Requested Budget	Mayor's Proposed Budget	Annual Budget	Grants/ Donations	Assigned Reserve	SRF Loan Financing	STIP	Enterprise or Special Fund Revenue	General Fund
Facility Improvement		Concrete in Cold Stoarge	General	Parks & Rec	Cemetery	\$ 9,000	\$ 9,000	\$ 9,000						\$ 9,000
Facility Improvement		Tuck Point Entrance Pillars	General	Parks & Rec	Cemetery	\$ 85,000	\$ 35,000	\$ 35,000						\$ 35,000
Infrastructure		Crack seal/fog cemetery roads	General	Parks & Rec	Cemetery	\$ 20,000	\$ 20,000	\$ 20,000						\$ 20,000
Equipment		Axon Camera System	General	PD/E911	Police	\$ 5,752	\$ 5,752	\$ 5,752						\$ 5,752
Equipment		Car Printers	General	PD/E911	Police	\$ 9,200	\$ 9,200	\$ 9,200						\$ 9,200
Equipment		Radar Units	General	PD/E911	Police	\$ 14,000	\$ 14,000	\$ 14,000						\$ 14,000
Equipment		Computers & Docks for vehicles	General	PD/E911	Police	\$ 29,000	\$ 29,000	\$ 29,000						\$ 29,000
Equipment		unmarked Explorer	General	PD/E911	Police	\$ 60,000	\$ 60,000	\$ 60,000						\$ 60,000
Equipment		Ford Explorer	General	PD/E911	Police	\$ 72,820	\$ 72,820	\$ 72,820						\$ 72,820
Equipment		Ford Explorer	General	PD/E911	Police	\$ 72,820	\$ 72,820	\$ 72,820						\$ 72,820
Facility Improvement		Range Roof	General	PD/E911	Police	\$ 9,500	\$ 9,500	\$ 9,500						\$ 9,500
Facility Improvement		A/C replacements(4)	General	PD/E911	Police	\$ 160,000	\$ 160,000	\$ 160,000						\$ 160,000
Equipment		Pictometry Payment to Davison Co.	General	Public Works	Public Works Admin	\$ 12,000	\$ 12,000	\$ 12,000						\$ 12,000
Equipment		Building Inspector Truck	General	Public Works	Public Works Admin	\$ 48,000	\$ 48,000	\$ 48,000						\$ 48,000
Equipment		Salt/Sand	General	Public Works	Snow Removal	\$ 75,000	\$ 75,000	\$ 75,000						\$ 75,000
Infrastructure		Ice Arena Parking Lot	General	Public Works	Storm Drainage	\$ 102,000	\$ 102,000	\$ 102,000						\$ 102,000
Infrastructure	13th Avenue Wisconsin to Park	13th Avenue- Wisconsin to Park	General	Public Works	Storm Drainage	\$ 1,100,000	\$ 1,100,000	\$ 1,100,000			\$ 1,100,000			\$ -
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			\$ 1,490,000			\$ -
Infrastructure	Anderson & Williams Drainage	Anderson & Williams Drainage	General	Public Works	Storm Drainage	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000			\$ 1,600,000			\$ -
Infrastructure		East Central Drainage	General	Public Works	Storm Drainage	\$ -	\$ -	\$ 122,000	\$ 56,000					\$ 66,000
Equipment		Refig recycler- freon	General	Public Works	Street	\$ 7,000	\$ 7,000	\$ 7,000						\$ 7,000
Equipment		Forklift	General	Public Works	Street	\$ 40,000	\$ -	\$ -						\$ -
Equipment		Tack Truck	General	Public Works	Street	\$ 270,000	\$ 270,000	\$ 270,000						\$ 270,000
Infrastructure	Parking Lots	Lion's Point Park	General	Public Works	Street & Sidewalk	\$ 20,700	\$ -	\$ -						\$ -
Infrastructure	Parking Lots	Camp Arroya	General	Public Works	Street & Sidewalk	\$ 21,850	\$ -	\$ -						\$ -
Infrastructure		Gravel- Base	General	Public Works	Street & Sidewalk	\$ 25,000	\$ 25,000	\$ 25,000						\$ 25,000
Infrastructure	Sidewalk	Hazardous Sidewalk Repair (City)	General	Public Works	Street & Sidewalk	\$ 25,000	\$ 25,000	\$ 25,000						\$ 25,000
Infrastructure	Alleys	RR To 1st West of Main	General	Public Works	Street & Sidewalk	\$ 25,000	\$ -	\$ -						\$ -
Infrastructure	Parking Lots	Kippes Bay Drive	General	Public Works	Street & Sidewalk	\$ 26,450	\$ -	\$ -						\$ -
Infrastructure	Parking Lots	West of 23rd & Main	General	Public Works	Street & Sidewalk	\$ 27,600	\$ -	\$ -						\$ -
Infrastructure	Sidewalk	City Sidewalk- Cabelas Pond Area & Main Street/ Dog Park Phase I	General	Public Works	Street & Sidewalk	\$ 30,000	\$ 30,000	\$ 30,000						\$ 30,000
Infrastructure	Alleys	1st to 2nd west of main	General	Public Works	Street & Sidewalk	\$ 31,300	\$ -	\$ -						\$ -
Infrastructure	Parking Lots	Ice Arena Parking Lot	General	Public Works	Street & Sidewalk	\$ 42,500	\$ 42,500	\$ 42,500						\$ 42,500
Infrastructure	Parking Lots	S. Indian Village	General	Public Works	Street & Sidewalk	\$ 46,000	\$ -	\$ -						\$ -
Infrastructure	Parking Lots	Kibbee Park	General	Public Works	Street & Sidewalk	\$ 48,300	\$ -	\$ -						\$ -
Infrastructure	Parking Lots	Sandy Beach	General	Public Works	Street & Sidewalk	\$ 48,300	\$ -	\$ -						\$ -
Infrastructure	Sidewalk	Sidewalk Construction- Repairs	General	Public Works	Street & Sidewalk	\$ 50,000	\$ 50,000	\$ 50,000						\$ 50,000
Infrastructure	Overlay	N. Rowley 13th to 15th	General	Public Works	Street & Sidewalk	\$ 50,151	\$ 50,151	\$ 50,151				\$ 50,151		\$ -
Infrastructure	Overlay	Hunter 3rd to 5th	General	Public Works	Street & Sidewalk	\$ 50,160	\$ -	\$ -						\$ -
Infrastructure	Alleys	3rd to 4th East of Main	General	Public Works	Street & Sidewalk	\$ 57,830	\$ -	\$ -						\$ -
Infrastructure	Alleys	6th to 5th west of main	General	Public Works	Street & Sidewalk	\$ 58,100	\$ -	\$ -						\$ -
Infrastructure	Alleys	7th to 6th west of rowley	General	Public Works	Street & Sidewalk	\$ 58,100	\$ -	\$ -						\$ -
Infrastructure	Alleys	Kimball to Lawler- North of 6th	General	Public Works	Street & Sidewalk	\$ 58,100	\$ -	\$ -						\$ -
Infrastructure	Alleys	Kimball to Lawler S. of 7th	General	Public Works	Street & Sidewalk	\$ 58,100	\$ -	\$ -						\$ -
Infrastructure	Alleys	rowley to duff north of 2nd	General	Public Works	Street & Sidewalk	\$ 59,000	\$ -	\$ -						\$ -
Infrastructure	Alleys	Rowley to Duff North of 1st	General	Public Works	Street & Sidewalk	\$ 59,000	\$ -	\$ -						\$ -
Infrastructure	Parking Lots	Amphitheater	General	Public Works	Street & Sidewalk	\$ 59,800	\$ -	\$ -						\$ -
Infrastructure	Parking Lots	Road though kiwanis Park - east of cemetery	General	Public Works	Street & Sidewalk	\$ 59,800	\$ -	\$ -						\$ -
Infrastructure	Alleys	4th to 3rd west of main	General	Public Works	Street & Sidewalk	\$ 68,580	\$ -	\$ -						\$ -
Infrastructure	Overlay	E. 23rd Main to Langon	General	Public Works	Street & Sidewalk	\$ 71,458	\$ 71,458	\$ 71,458				\$ 71,458		\$ -
Infrastructure	Overlay	E. Hanson Kimball to Burr	General	Public Works	Street & Sidewalk	\$ 76,510	\$ 76,510	\$ 76,510				\$ 76,510		\$ -
Infrastructure		Chip Seal Aggregate	General	Public Works	Street & Sidewalk	\$ 77,000	\$ 77,000	\$ 77,000				\$ 77,000		\$ -
Infrastructure	13th Avenue Wisconsin to Park	Paving	General	Public Works	Street & Sidewalk	\$ 94,000	\$ 94,000	\$ 94,000				\$ 94,000		\$ -
Infrastructure	Sidewalk	City Costs- Sidewalk Assessments	General	Public Works	Street & Sidewalk	\$ 119,000	\$ 119,000	\$ 119,000				\$ 119,000		\$ -
Infrastructure	Overlay	Gamble 1st to 5th	General	Public Works	Street & Sidewalk	\$ 141,300	\$ 141,300	\$ 141,300				\$ 106,881		\$ 34,419
Infrastructure	Overlay	Marshall 1st to 5th	General	Public Works	Street & Sidewalk	\$ 141,300	\$ 141,300	\$ 141,300						\$ 141,300
Infrastructure	Overlay	N. Duff 4th to 3rd	General	Public Works	Street & Sidewalk	\$ 167,200	\$ 167,200	\$ 167,200						\$ 167,200
Infrastructure		Chip Seal Asphalt	General	Public Works	Street & Sidewalk	\$ 340,000	\$ 340,000	\$ 340,000						\$ 340,000
Infrastructure	N. Ohlman from 23rd to Kemper	Paving	General	Public Works	Street & Sidewalk	\$ 1,250,000	\$ 1,250,000	\$ 1,865,395						\$ 1,865,395
Infrastructure	Bike Path Construction	National Guard Road around lake	General	Public Works	Street & Sidewalk	\$ 1,500,000	\$ -	\$ -						\$ -

City of Mitchell Capital Improvement Plan FY2026														
Category	Project	Description	Fund	Department	Division	Requested Budget	Mayor's Proposed Budget	Annual Budget	Grants/ Donations	Assigned Reserve	SRF Loan Financing	STIP	Enterprise or Special Fund Revenue	General Fund
Equipment		Battery Backup- 12th & Sanborn	General	Public Works	Traffic	\$ 12,000	\$ 12,000	\$ 12,000						\$ 12,000
Equipment		Crosswalk RRFB- 1st & Mentzer	General	Public Works	Traffic	\$ 25,000	\$ 25,000	\$ 25,000						\$ 25,000
Equipment		UTV	General	Public Works	Traffic	\$ 35,000	\$ 35,000	\$ 35,000						\$ 35,000
Equipment		EZ liner trailrunner	General	Public Works	Traffic	\$ 165,000	\$ -	\$ -						\$ -
Infrastructure		repaint burr street	General	Public Works	Traffic	\$ 20,000	\$ 20,000	\$ 20,000						\$ 20,000
Equipment		Irrigation Computer	Golf	Parks & Rec	Golf	\$ 3,100	\$ 3,100	\$ 3,100					\$ 3,100	\$ -
Equipment		Clover P.O.S	Golf	Parks & Rec	Golf	\$ 4,000	\$ 4,000	\$ 4,000					\$ 4,000	\$ -
Equipment		Tree Injection Equipment	Golf	Parks & Rec	Golf	\$ 5,000	\$ 5,200	\$ 5,200					\$ 5,200	\$ -
Equipment		Range Balls	Golf	Parks & Rec	Golf	\$ 7,000	\$ 7,000	\$ 7,000					\$ 7,000	\$ -
Equipment		Range Ball Picker	Golf	Parks & Rec	Golf	\$ 7,000	\$ 7,000	\$ 7,000					\$ 7,000	\$ -
Equipment		Top Dressing Sand	Golf	Parks & Rec	Golf	\$ 9,000	\$ 9,000	\$ 9,000					\$ 9,000	\$ -
Equipment		Wetting Agent Due to Lake Irrigation	Golf	Parks & Rec	Golf	\$ 11,000	\$ 11,000	\$ -					\$ -	\$ -
Equipment		Range Ball Dispenser	Golf	Parks & Rec	Golf	\$ 16,200	\$ 16,200	\$ 16,200					\$ 16,200	\$ -
Equipment		Loader (shared with cemetery)	Golf	Parks & Rec	Golf	\$ 50,000	\$ 50,000	\$ 50,000					\$ 50,000	\$ -
Equipment		Irrigation Filter	Golf	Parks & Rec	Golf	\$ 55,000	\$ 55,000	\$ 55,000					\$ 55,000	\$ -
Equipment		Tractor	Golf	Parks & Rec	Golf	\$ 55,000	\$ 55,000	\$ 55,000					\$ 55,000	\$ -
Equipment		Cart Path Paving	Golf	Parks & Rec	Golf	\$ 70,000	\$ -	\$ -					\$ -	\$ -
Facility Improvement		Golf Course Improvements- Phase III	Golf	Parks & Rec	Golf	\$ 1,330,000	\$ -	\$ 1,053,000	\$ 250,000	\$ 300,000			\$ 86,000	\$ 417,000
Equipment		Picnic Table Replacements	Park	Parks & Rec	Parks	\$ 6,000	\$ 6,000	\$ 6,000						\$ 6,000
Equipment		New Baskets for Disc Golf	Park	Parks & Rec	Parks	\$ 7,000	\$ 7,000	\$ 7,000						\$ 7,000
Equipment		Mower Deck for toolcat	Park	Parks & Rec	Parks	\$ 7,500	\$ 7,500	\$ 7,500						\$ 7,500
Equipment		Sunshades at Hitchcock and Kibbee Park	Park	Parks & Rec	Parks	\$ 8,000	\$ 8,000	\$ 8,000						\$ 8,000
Equipment		zero turn mower	Park	Parks & Rec	Parks	\$ 16,000	\$ 16,000	\$ 16,000						\$ 16,000
Equipment		Jennewin Playground	Park	Parks & Rec	Parks	\$ 180,000	\$ 180,000	\$ 180,000	\$ 90,000					\$ 90,000
Facility Improvement		Munroe Park Outdoor Rink	Park	Parks & Rec	Parks	\$ 4,000	\$ 4,000	\$ -						\$ -
Facility Improvement		Event Power at Hitchcock Park	Park	Parks & Rec	Parks	\$ 8,500	\$ 8,500	\$ 7,500						\$ 7,500
Facility Improvement		Nursery Start Up	Park	Parks & Rec	Parks	\$ 10,000	\$ 10,000	\$ -						\$ -
Facility Improvement		Hitchcock Baseball Field Light Panel	Park	Parks & Rec	Parks	\$ 10,000	\$ 10,000	\$ 10,000						\$ 10,000
Facility Improvement		A/C & Furnace at Day Camp	Park	Parks & Rec	Parks	\$ 13,000	\$ 13,000	\$ 13,000						\$ 13,000
Facility Improvement		Concrete Curbing for Gainer playground	Park	Parks & Rec	Parks	\$ 14,000	\$ 14,000	\$ 14,000						\$ 14,000
Facility Improvement		Tuck point hitchcock park entrance	Park	Parks & Rec	Parks	\$ 20,000	\$ 20,000	\$ 20,000						\$ 20,000
Facility Improvement		Playground Mulch	Park	Parks & Rec	Parks	\$ 20,000	\$ 20,000	\$ 20,000						\$ 20,000
Facility Improvement		City Beautification- plants & weed control	Park	Parks & Rec	Parks	\$ 25,000	\$ 25,000	\$ 25,000						\$ 25,000
Facility Improvement		Siding, doors, windows at Patton Young	Park	Parks & Rec	Parks	\$ 35,000	\$ 35,000	\$ 35,000						\$ 35,000
Facility Improvement		Sandvolleyball Courts & Lighting at	Park	Parks & Rec	Parks	\$ 60,000	\$ -	\$ -						\$ -
Facility Improvement		Hitchcock Park Restroom	Park	Parks & Rec	Parks	\$ 180,000	\$ -	\$ -						\$ -
Facility Improvement		Fish Cleaning Station at Lake Jetty	Park	Parks & Rec	Parks	\$ 200,000	\$ -	\$ -						\$ -
Facility Improvement		Hitchcock Park Roadway & Pool Perimeter	Park	Parks & Rec	Parks	\$ 326,000	\$ 326,000	\$ 60,000						\$ 60,000
Facility Improvement		Splash Pad at Hitchcock Park	Park	Parks & Rec	Parks	\$ 350,000	\$ -	\$ -						\$ -
Facility Improvement		Railroad Trail	Park	Parks & Rec	Parks	\$ 373,313	\$ 373,313	\$ 373,313						\$ 373,313
Facility Improvement		Replace 8 tennis courts	Park	Parks & Rec	Parks	\$ 2,500,000	\$ -	\$ -						\$ -
Infrastructure		Pave Parking Lot at Parks Shop	Park	Parks & Rec	Parks	\$ 85,000	\$ -	\$ -						\$ -
Facility Improvement		Basketball Courts at Hitchcock	Park	Parks & Rec	Parks	\$ -	\$ -	\$ 31,000						\$ 31,000
Infrastructure	Parking Lots	Park(concrete) & Parking Lot (asphalt)	Park	Parks & Rec	Parks	\$ -	\$ -	\$ 31,000						\$ 31,000
Infrastructure		Extend Parking Lot by Hitchcock Park by pool- on 1st Ave.	Park	Parks & Rec	Parks	\$ 90,000	\$ 90,000							\$ -
Equipment		Replace Pad on Frog Slide	Park	Parks & Rec	Recreation & Aquatics	\$ 5,000	\$ 5,000	\$ 5,000						\$ 5,000
Equipment		Muriatic Acid Tank	Park	Parks & Rec	Recreation & Aquatics	\$ 5,000	\$ 5,000	\$ 5,000						\$ 5,000
Equipment		Handicap Lift Replacement	Park	Parks & Rec	Recreation & Aquatics	\$ 8,000	\$ 8,000	\$ 8,000						\$ 8,000
Equipment		Sunshade Replacements	Park	Parks & Rec	Recreation & Aquatics	\$ 14,000	\$ 14,000	\$ 14,000						\$ 14,000
Equipment		Slide Restoration	Park	Parks & Rec	Recreation & Aquatics	\$ 15,000	\$ 15,000	\$ 15,000						\$ 15,000
Equipment		Riddell Youth Football Helmets	Park	Parks & Rec	Recreation & Aquatics	\$ 20,000	\$ -	\$ -						\$ -
Equipment		Swimsuit Water Extractor	Park	Parks & Rec	Recreation Center	\$ 5,000	\$ 5,000	\$ 5,000						\$ 5,000
Equipment		Janitor's Cart	Park	Parks & Rec	Recreation Center	\$ 5,000	\$ 5,000	\$ 5,000						\$ 5,000
Equipment		6 new cameras	Park	Parks & Rec	Recreation Center	\$ 9,500	\$ 9,500	\$ 9,500						\$ 9,500
Equipment		3 Nusteps	Park	Parks & Rec	Recreation Center	\$ 22,500	\$ -	\$ -						\$ -
Equipment		Replace Sand Filters- Indoor Pool	Park	Parks & Rec	Recreation Center	\$ 25,000	\$ 25,000	\$ 25,000						\$ 25,000
Facility Improvement		Kids Play Area Lighting Replacement	Park	Parks & Rec	Recreation Center	\$ 5,500	\$ -	\$ -						\$ -
Facility Improvement		Refinish Gym Floors	Park	Parks & Rec	Recreation Center	\$ 8,000	\$ 8,000	\$ 8,000						\$ 8,000
Facility Improvement		Hot Tub System with Acid	Park	Parks & Rec	Recreation Center	\$ 9,500	\$ 11,000	\$ 11,000						\$ 11,000
Facility Improvement		Replace 2 HVAC	Park	Parks & Rec	Recreation Center	\$ 20,000	\$ 20,000	\$ 20,000						\$ 20,000
Facility Improvement		Pool Heater	Park	Parks & Rec	Recreation Center	\$ 47,500	\$ 47,500	\$ 47,500						\$ 47,500

City of Mitchell Capital Improvement Plan FY2026														
Category	Project	Description	Fund	Department	Division	Requested Budget	Mayor's Proposed Budget	Annual Budget	Grants/ Donations	Assigned Reserve	SRF Loan Financing	STIP	Enterprise or Special Fund Revenue	General Fund
Equipment		Outdoor Workout Equipment	Park	Parks & Rec	Sports Complex	\$ 5,000	\$ 5,000	\$ 5,000						\$ 5,000
Equipment		Ice Edger	Park	Parks & Rec	Sports Complex	\$ 8,500	\$ 8,500	\$ 8,500						\$ 8,500
Equipment		Batting Cages at Cadwell between Fields A	Park	Parks & Rec	Sports Complex	\$ 30,000	\$ -	\$ -						\$ -
Facility Improvement		Stainless Steel Countertop- Soccer	Park	Parks & Rec	Sports Complex	\$ 9,500	\$ -	\$ -						\$ -
Facility Improvement		LED Rink Lighting	Park	Parks & Rec	Sports Complex	\$ 12,000	\$ 12,000	\$ 12,000						\$ 12,000
Facility Improvement		Field of Dreams Pressbox	Park	Parks & Rec	Sports Complex	\$ 45,000	\$ 45,000	\$ 45,000						\$ 45,000
Facility Improvement		LED on drake	Park	Parks & Rec	Sports Complex	\$ 325,000	\$ -	\$ -						\$ -
Facility Improvement		LED lights on ABC	Park	Parks & Rec	Sports Complex	\$ 465,000	\$ -	\$ -						\$ -
Facility Improvement		Storage Building	Park	Parks & Rec	Sports Complex	\$ 500,000	\$ -	\$ -						\$ -
Facility Improvement		Ice Arena Roof	Park	Parks & Rec	Sports Complex	\$ 1,250,000	\$ 1,250,000	\$ 1,250,000		\$ 1,250,000				\$ -
Facility Improvement		LED Lights 8 Softball Fields	Park	Parks & Rec	Sports Complex	\$ 1,250,000	\$ -	\$ -						\$ -
Facility Improvement		Sports Field House	Park	Parks & Rec	Sports Complex	\$ 2,000,000	\$ -	\$ -						\$ -
Facility Improvement		5 pole replacements listed as "rejects" 50%	Park	Parks & Rec	Sports Complex	\$ -	\$ 100,000	\$ 100,000						\$ 100,000
Equipment		Plow	Sanitation	Public Works	Landfill	\$ 10,000	\$ 10,000	\$ 10,000					\$ 10,000	\$ -
Equipment		3/4 Ton Truck	Sanitation	Public Works	Landfill	\$ 50,000	\$ 50,000	\$ 50,000					\$ 50,000	\$ -
Facility Improvement		Flooring	Sanitation	Public Works	Landfill	\$ 5,000	\$ 5,000	\$ 5,000					\$ 5,000	\$ -
Facility Improvement		Awning for Scale Opeartor	Sanitation	Public Works	Landfill	\$ 10,000	\$ 10,000	\$ 10,000					\$ 10,000	\$ -
Facility Improvement		Door Improvements	Sanitation	Public Works	Landfill	\$ 10,000	\$ 10,000	\$ 10,000					\$ 10,000	\$ -
Facility Improvement		Portable Fencing	Sanitation	Public Works	Landfill	\$ 50,000	\$ 50,000	\$ 50,000					\$ 50,000	\$ -
Facility Improvement		Land Purchase (payment 2 of 10)	Sanitation	Public Works	Landfill	\$ 348,000	\$ 348,000	\$ 348,000					\$ 348,000	\$ -
Infrastructure		Alley Maintenance- 2 Alley Projects	Sanitation	Public Works	Landfill	\$ 70,000	\$ 70,000	\$ 70,000					\$ 70,000	\$ -
Equipment		Dumpsters	Sanitation	Public Works	Recycling	\$ 5,000	\$ 5,000	\$ 5,000					\$ 5,000	\$ -
Facility Improvement		Landscaping around recycling building	Sanitation	Public Works	Recycling	\$ 20,000	\$ 20,000	\$ 20,000					\$ 20,000	\$ -
Equipment		Air Compressor	Sewer	Public Works	Collection	\$ 32,000	\$ 32,000	\$ 32,000					\$ 32,000	\$ -
Equipment		Skid Loader	Sewer	Public Works	Collection	\$ 65,000	\$ 65,000	\$ 65,000					\$ 65,000	\$ -
Equipment		Dump Truck	Sewer	Public Works	Collection	\$ 250,000	\$ 250,000	\$ 250,000					\$ 250,000	\$ -
Infrastructure		Manhole Rehabilitation	Sewer	Public Works	Collection	\$ 100,000	\$ 100,000	\$ 100,000					\$ 100,000	\$ -
Infrastructure		14th Wisconsin to Bypass	Sewer	Public Works	Collection	\$ 148,000	\$ 148,000	\$ 148,000			\$ 148,000			\$ -
Infrastructure		CIPP	Sewer	Public Works	Collection	\$ 200,000	\$ 200,000	\$ 200,000					\$ 200,000	\$ -
Infrastructure	N. Ohlman from 23rd to Kemper	sewer	Sewer	Public Works	Collection	\$ 1,085,000	\$ 1,085,000	\$ 1,085,000			\$ 1,085,000			\$ -
Infrastructure	13th Avenue Lift Station	sewer	Sewer	Public Works	Collection	\$ 2,420,000	\$ 2,420,000	\$ 2,420,000					\$ 2,420,000	\$ -
Facility Improvement		New Building at Ground Storage Tank &	Water	Public Works	Distribution	\$ -	\$ -	\$ 2,500,000					\$ 2,500,000	\$ -
Equipment		Snow plow only dump truck	Water	Public Works	Distribution	\$ 18,500	\$ 18,500	\$ 18,500					\$ 18,500	\$ -
Equipment		Trimble	Water	Public Works	Distribution	\$ 32,500	\$ 32,500	\$ 32,500					\$ 32,500	\$ -
Equipment		Truck box for 162	Water	Public Works	Distribution	\$ 55,000	\$ 55,000	\$ 55,000					\$ 55,000	\$ -
Equipment		Semi Tractor	Water	Public Works	Distribution	\$ 125,000	\$ 125,000	\$ 125,000					\$ 125,000	\$ -
Infrastructure	13th Avenue Wisconsin to Park	water	Water	Public Works	Distribution	\$ 155,000	\$ 155,000	\$ 155,000					\$ 155,000	\$ -
Infrastructure	13th Avenue Lift Station	water	Water	Public Works	Distribution	\$ 480,000	\$ 480,000	\$ 480,000					\$ 480,000	\$ -
Infrastructure		Development Fund- to give budget authority to front costs of development	Water	Public Works	Distribution	\$ 600,000	\$ 600,000	\$ 600,000					\$ 600,000	\$ -
Infrastructure	N. Ohlman from 23rd to Kemper	water	Water	Public Works	Distribution	\$ 802,000	\$ 802,000	\$ 802,000					\$ 802,000	\$ -
													\$ -	\$ -
					Totals	\$ 49,355,088	\$ 34,072,903	\$ 38,162,298	\$ 11,232,294	\$ 4,160,568	\$ 5,423,000	\$ 595,000	\$ 9,552,614	\$ 7,198,822

City of Mitchell Capital Improvement Plan FY2026														
Category	Project	Description	Fund	Department	Division	Requested Budget	Mayor's Proposed Budget	Annual Budget	Grants/ Donations	Assigned Reserve	SRF Loan Financing	STIP	Enterprise or Special Fund Revenue	General Fund
Total By Type	Requested Budget	Proposed Budget	Annual Budget											
Infrastructure	\$ 27,024,489	\$ 24,497,419	\$ 25,294,814											
Equipment	\$ 3,581,471	\$ 3,164,171	\$ 3,153,171											
Facility Improvement	\$ 18,749,128	\$ 6,411,313	\$ 9,714,313											
Totals	\$ 49,355,088	\$ 34,072,903	\$ 38,162,298											
Total By Fund	Requested Budget	Proposed Budget	Annual Budget	Special Revenue Funds	Enterprise Funds									
Airport	\$ 11,650,000	\$ 11,650,000	\$ 11,650,000	\$ 11,650,000										
Campground	\$ 40,000	\$ -	\$ -		\$ -									
Community Services	\$ 97,184	\$ 97,184	\$ 97,184	\$ 97,184										
Corn Palace	\$ 3,381,815	\$ 197,500	\$ 197,500	\$ 197,500										
EMS	\$ 87,220	\$ 87,220	\$ 87,220		\$ 87,220									
Entertainment Tax	\$ 750,000	\$ 750,000	\$ 750,000	\$ 750,000										
General Fund	\$ 13,907,756	\$ 11,150,686	\$ 11,888,081											
Golf	\$ 1,622,300	\$ 222,500	\$ 1,264,500		\$ 1,264,500									
Lake Fund	\$ -	\$ -	\$ 150,000	\$ 150,000										
Nutrition	\$ -	\$ -	\$ -	\$ -										
Park & Rec	\$ 10,672,813	\$ 2,771,813	\$ 2,431,813	\$ 2,431,813										
Sanitation	\$ 578,000	\$ 578,000	\$ 578,000		\$ 578,000									
Waste Water	\$ 4,300,000	\$ 4,300,000	\$ 4,300,000		\$ 4,300,000									
Water	\$ 2,268,000	\$ 2,268,000	\$ 4,768,000		\$ 4,768,000									
Totals	\$ 49,355,088	\$ 34,072,903	\$ 38,162,298	\$ 15,276,497	\$ 10,997,720									

REVENUE			EXPENSE			Revenue-Expense	Administrative Changes		Difference ()=deficit	Mayor Review- Dept Adjustments		Difference	Proposed Budget		Council Changes		Approved Budget		Balance Revenue-Expense	
Fund	Name	Requested Budget	Fund	Name	Requested Budget		Revenue	Expense		Revenue	Expense		Revenue	Expense	Revenue	Expense	Revenue	Expense	Difference ()=deficit	Cash Applied - to res, +from res
101	GENERAL	\$ 24,867,932	101	GENERAL	\$ 34,546,767	\$ (9,678,835)	\$ 6,284,018	\$ (3,264,605)	\$ (130,212)	\$ -	\$ 3,619,788	\$ (3,750,000)	\$ 31,151,950	\$ 34,901,950	\$ 158,506	\$ 158,506	\$ 31,310,456	\$ 35,060,456	\$ (3,750,000)	\$ 3,750,000
201	PARK FUND	\$ 5,493,095	201	PARK FUND	\$ 14,546,143	\$ (9,053,048)	\$ (709,800)	\$ (7,868,698)	\$ (1,894,150)	\$ 1,909,131	\$ 14,981	\$ -	\$ 6,692,426	\$ 6,692,426	\$ (250,000)	\$ (250,000)	\$ 6,442,426	\$ 6,442,426	\$ -	
203	LAKE MITCHELL	\$ 527,571	203	LAKE MITCHELL	\$ 298,400	\$ 229,171	\$ (200,000)	\$ 5,000	\$ 24,171	\$ -	\$ -	\$ 24,171	\$ 327,571	\$ 303,400	\$ 475,723	\$ 248,500	\$ 803,294	\$ 551,900	\$ 251,394	\$ (251,394)
209	BUSINESS IMPR DISTRICT 4	\$ 300,700	209	BUSINESS IMPR DISTRICT 4	\$ 180,000	\$ 120,700	\$ -	\$ -	\$ 120,700			\$ 120,700	\$ 300,700	\$ 180,000	\$ -	\$ 5,000	\$ 300,700	\$ 185,000	\$ 115,700	\$ (115,700)
211	ENTERTAINMENT TAX	\$ 1,100,000	211	ENTERTAINMENT TAX	\$ 1,420,000	\$ (320,000)	\$ -	\$ 146,500	\$ (466,500)	\$ -	\$ (78,750)	\$ (387,750)	\$ 1,100,000	\$ 1,487,750	\$ 50,000	\$ 74,895	\$ 1,150,000	\$ 1,562,645	\$ (412,645)	\$ 412,645
213	BUSINESS IMPR DISTRICT 3	\$ 65,000	213	BUSINESS IMPR DISTRICT 3	\$ 1,000	\$ 64,000	\$ -	\$ 84,392	\$ (20,392)			\$ (20,392)	\$ 65,000	\$ 85,392	\$ -	\$ -	\$ 65,000	\$ 85,392	\$ (20,392)	\$ 20,392
214	E-911 EMERGENCY	\$ 1,150,795	214	E-911 EMERGENCY	\$ 1,085,600	\$ 65,195	\$ (65,195)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,085,600	\$ 1,085,600	\$ -	\$ -	\$ 1,085,600	\$ 1,085,600	\$ -	\$ -
218	COMMUNITY SERVICES	\$ 1,667,707	218	COMMUNITY SERVICES	\$ 1,677,574	\$ (9,867)	\$ (93,000)	\$ (102,867)	\$ -	\$ -	\$ -	\$ -	\$ 1,574,707	\$ 1,574,707	\$ -	\$ -	\$ 1,574,707	\$ 1,574,707	\$ -	\$ -
219	NUTRITION	\$ 355,403	219	NUTRITION	\$ 412,381	\$ (56,978)	\$ (49,000)	\$ (4,000)	\$ (101,978)	\$ -	\$ 270	\$ (102,248)	\$ 306,403	\$ 408,651	\$ 270	\$ -	\$ 306,673	\$ 408,651	\$ (101,978)	\$ 101,978
230	AIRPORT	\$ 11,333,119	230	AIRPORT	\$ 11,819,943	\$ (486,824)	\$ -	\$ 54,073	\$ (540,897)	\$ 554,067	\$ 13,170	\$ -	\$ 11,887,186	\$ 11,887,186	\$ -	\$ -	\$ 11,887,186	\$ 11,887,186	\$ -	
304	TID #8-HIGHLAND	\$ 250,000	304	TID #8-HIGHLAND	\$ 250,000	\$ -			\$ -			\$ -	\$ 250,000	\$ 250,000			\$ 250,000	\$ 250,000	\$ -	
305	TID #9-VANTAGE	\$ 120,000	305	TID #9-VANTAGE	\$ 120,000	\$ -			\$ -			\$ -	\$ 120,000	\$ 120,000			\$ 120,000	\$ 120,000	\$ -	
308	TID #14 - PEPSI WIS-PAK	\$ 70,000	308	TID #14 - PEPSI WIS-PAK	\$ 70,000	\$ -			\$ -			\$ -	\$ 70,000	\$ 70,000			\$ 70,000	\$ 70,000	\$ -	
313	TID #19 ANTACH/MHA	\$ 35,000	313	TID #19 ANTACH/MHA	\$ 35,000	\$ -			\$ -			\$ -	\$ 35,000	\$ 35,000			\$ 35,000	\$ 35,000	\$ -	
314	TID #20-MORRIS	\$ 25,000	314	TID #20-MORRIS	\$ 25,000	\$ -			\$ -			\$ -	\$ 25,000	\$ 25,000			\$ 25,000	\$ 25,000	\$ -	
315	TID #21 HOHN ENTERPRISES	\$ 25,000	315	TID #21 HOHN ENTERPRISES	\$ 25,000	\$ -			\$ -			\$ -	\$ 25,000	\$ 25,000			\$ 25,000	\$ 25,000	\$ -	
318	TID #24- PERFORMANCE PET	\$ 200,000	318	TID #24- PERFORMANCE PET	\$ 200,000	\$ -			\$ -			\$ -	\$ 200,000	\$ 200,000			\$ 200,000	\$ 200,000	\$ -	
319	TID #26- WESTERN BUILDING	\$ 15,000	319	TID #26- WESTERN BUILDING	\$ 15,000	\$ -			\$ -			\$ -	\$ 15,000	\$ 15,000			\$ 15,000	\$ 15,000	\$ -	
320	TID #27- FIALA HOUSING	\$ 20,000	320	TID #27- FIALA HOUSING	\$ 20,000	\$ -			\$ -			\$ -	\$ 20,000	\$ 20,000			\$ 20,000	\$ 20,000	\$ -	
321	TID #28- FLATS ON HAVENS	\$ 15,000	321	TID #28- FLATS ON HAVENS	\$ 15,000	\$ -			\$ -			\$ -	\$ 15,000	\$ 15,000			\$ 15,000	\$ 15,000	\$ -	
322	TID #29- WOOLWORTH	\$ 5,000	322	TID #29- WOOLWORTH	\$ 5,000	\$ -			\$ -			\$ -	\$ 5,000	\$ 5,000			\$ 5,000	\$ 5,000	\$ -	
323	TID #30- SHARPSTONE	\$ 20,000	323	TID #30- SHARPSTONE	\$ 20,000	\$ -			\$ -			\$ -	\$ 20,000	\$ 20,000			\$ 20,000	\$ 20,000	\$ -	
324	TID #31- 15TH STREET	\$ 10,000	324	TID #31- 15TH STREET	\$ 10,000	\$ -			\$ -			\$ -	\$ 10,000	\$ 10,000			\$ 10,000	\$ 10,000	\$ -	
350	INDOOR SWIMMING POOL	\$ 216,500	350	INDOOR SWIMMING POOL	\$ 262,000.00	\$ (45,500.00)			\$ (45,500)			\$ (45,500)	\$ 216,500	\$ 262,000			\$ 216,500	\$ 262,000	\$ (45,500)	\$ 45,500
602	WATER	\$ 8,259,644	602	WATER	\$ 6,986,651	\$ 1,272,993	\$ 18,000	\$ 231,000	\$ 1,059,993	\$ -	\$ -	\$ 1,059,993	\$ 8,277,644	\$ 7,217,651	\$ -	\$ 2,500,000	\$ 8,277,644	\$ 9,717,651	\$ (1,440,007)	\$ 1,440,007
604	WASTE WATER	\$ 7,756,926	604	SEWER	\$ 7,866,136	\$ (109,210)	\$ -	\$ -	\$ (109,210)	\$ 1,233,000	\$ -	\$ 1,123,790	\$ 8,989,926	\$ 7,866,136	\$ -	\$ -	\$ 8,989,926	\$ 7,866,136	\$ 1,123,790	\$ (1,123,790)
612	SANITATION	\$ 2,997,500	612	SANITATION	\$ 2,575,136	\$ 422,364	\$ -	\$ -	\$ 422,364	\$ -	\$ 28,800	\$ 393,564	\$ 2,997,500	\$ 2,603,936	\$ -	\$ -	\$ 2,997,500	\$ 2,603,936	\$ 393,564	\$ (393,564)
613	CORN PALACE	\$ 1,649,598	202	CORN PALACE	\$ 5,102,148	\$ (3,452,550)	\$ 273,300	\$ (3,183,905)	\$ 4,655	\$ 25,000	\$ 25,800	\$ 3,855	\$ 1,947,898	\$ 1,944,043	\$ (3,855)	\$ -	\$ 1,944,043	\$ 1,944,043	\$ -	
614	GOLF COURSE	\$ 620,600	614	GOLF COURSE	\$ 2,128,571	\$ (1,507,971)	\$ 26,050	\$ (1,356,921)	\$ (125,000)	\$ 14,000	\$ 14,000	\$ (125,000)	\$ 660,650	\$ 785,650	\$ 667,000	\$ 967,000	\$ 1,327,650	\$ 1,752,650	\$ (425,000)	\$ 425,000
619	CAMPGROUND	\$ 118,600	619	CAMPGROUND	\$ 127,627	\$ (9,027)	\$ -	\$ (36,700)	\$ 27,673	\$ -	\$ -	\$ 27,673	\$ 118,600	\$ 90,927	\$ -	\$ -	\$ 118,600	\$ 90,927	\$ 27,673	\$ (27,673)
621	EMS FUND	\$ 2,202,714	621	EMS FUND	\$ 2,471,066	\$ (268,352)	\$ -	\$ (4,153)	\$ (264,199)	\$ -	\$ -	\$ (264,199)	\$ 2,202,714	\$ 2,466,913	\$ -	\$ -	\$ 2,202,714	\$ 2,466,913	\$ (264,199)	\$ 264,199
Subtotals		\$ 71,493,404			\$ 94,317,143	\$ (22,823,739)	\$ 5,484,373	\$ (15,300,884)	\$ (2,038,482)	\$ 3,735,198	\$ 3,638,059	\$ (1,941,343)	\$ 80,712,975	\$ 82,654,318	\$ 1,097,644	\$ 3,703,901	\$ 81,810,619	\$ 86,358,219	\$ (4,547,600)	\$ 4,547,600
					Only	\$ (24,843,452)														

Contingency History		Actual					STIP Projects							General Fund- Future Capital Funds			\$	3,648,199	Amount from Reserves							
Year	Budget																									
								Chip Seal Aggregate	\$	60,000							2nd Fire Station		\$	2,398,199		BID 4	adding to reserves	\$	115,700	
2026	\$	804,628						Chip Seal Asphalt	\$	340,000							Ice Arena Roof		\$	1,250,000		Campground	adding to reserves	\$	27,673	
2025	\$	804,628	\$	611,958	*current estimates			Street Overlay Maint	\$	1,357,314												Lake Mitchell	adding to reserves	\$	4,171	
2024	\$	804,628	\$	737,600				asphalt mix	\$	75,000												Sanitation	adding to reserves	\$	393,564	
2023	\$	811,628	\$	701,819				Gravel Base	\$	-												Waste Water	adding to reserves	\$	1,123,790	
2022	\$	844,764	\$	830,653				Rubber Crack Sealer	\$	35,000												BID 3	from reserves	\$	20,392	
2021	\$	836,910	\$	744,358				Sanborn Joint Repair	\$	-							Fire Station	\$	2,500,000			EMS	Capital from reserves	\$	264,199	
2020	\$	882,696	\$	453,675				Total Costs:	\$	1,867,314							Dedicated Reserves 2nd Station	\$	(40,166)			Ent. Tax	dedicated reserves- Plaza	\$	110,568	
2019*	\$	853,394	\$	706,300				Less STIP 2026 Revenue	\$	595,000							Dedicated Reserves- Fire MIT Township	\$	(61,635)			Ent. Tax	unobligated reserves- Plaza	\$	302,077	
2018	\$	691,788	\$	272,750				Balance	\$	1,272,314									\$	2,398,199			General Fund	Dedicated reserves- 2nd Fire Station	\$	40,166
2017	\$	713,674	\$	506,500				Reserves in STP	\$	-												General Fund	Dedicated Reserves- Fire MIT Township	\$	61,635	
2016	\$	462,563	\$	293,593				Remainder from General Fund	\$	1,272,314												Golf Fund	Dedicated Reserves- Cart Replacement	\$	50,000	
																						Golf Fund	Dedicated Reserves- Phase III	\$	250,000	
																						Golf Fund	Towards Phase 2 project	\$	75,000	
																						Golf Fund	1/2 of payloader	\$	50,000	
																						Nutrition	operations	\$	102,248	
																						Water	for building	\$	1,440,007	

Subsidy Application Funding History																														
Fund		2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 Approved	2019 Approved	2020 Approved	2021 Approved	2022 Approved	2023 Approved	2024 Approved	2025 Approved	2026 Application	2026 Proposed	2026 Approved	
GF	A.C.T- Area Community Theater	\$ 20,000	\$ 25,000	\$ 25,000	\$ 25,000																					\$ 42,500.00	\$ 78,298	\$ 29,750	\$ -	
GF	CASA																\$ 5,000	\$ 4,000	\$ 4,000	\$ 3,000	\$ 3,000	\$ 2,250	\$ 3,000	\$ -	\$ -	\$ 5,000	\$ 10,000	\$ 3,500	\$ 5,000	
	Cornerstone Career Learning Center																										\$ 7,000	\$ -	\$ -	
GF	Dakota Counseling	\$ 15,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 62,000	\$ 62,000	\$ 62,000	\$ 62,000	\$ 62,000	\$ 62,000	\$ 62,000	\$ 62,000	\$ 62,000	\$ 62,000	\$ 62,000	\$ 50,000	\$ 50,000	\$ 40,000	\$ 35,000	\$ 26,250	\$ 26,250	\$ 13,000	\$ 13,000	\$ 13,000	\$ 14,500	\$ 9,100	\$ 13,000	
	DHDA- Dakota Heartland Development Association (Regional Economic Development)																													
GF									\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 20,000	\$ 20,000	\$ 32,500	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 17,500	\$ 25,000	
GF	Exchange Club- Fireworks Display	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 7,500	\$ 7,500	\$ 7,500	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 7,500	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 13,000	\$ 13,000	\$ 15,660	
	Horsemen's Sports Incorporated (HSI)																										\$ 118,979	\$ -	\$ 36,778	
	MADC- Mitchell Area Development Corporation	\$ 131,500	\$ 133,000	\$ 133,000	\$ 133,000	\$ 133,000	\$ 133,000	\$ 143,000	\$ 153,100	\$ 143,000	\$ 143,100	\$ 144,300	\$ 154,500	\$ 151,417	\$ 153,565	\$ 153,200	\$ 156,000	\$ 143,000	\$ 143,000	\$ 143,000	\$ 167,000	\$ 167,000	\$ 167,000	\$ 167,000	\$ 167,000	\$ 167,000	\$ 182,000	\$ 192,000	\$ 127,400	\$ 182,000
GF	MAHI- Mitchell Area Housing Incorporated																		\$ -	\$ -	\$ -	\$ -	-	\$ 75,000	\$ 75,000	\$ 50,000	\$ 50,000	\$ -	\$ -	
GF	Mitchell Municipal Band						\$ 9,000	\$ 9,000	\$ 9,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 13,732	\$ 10,000	\$ 10,000	\$ 10,500	\$ 10,500	\$ 10,250	\$ 10,250	\$ 10,250		\$ 12,540	\$ 11,000	\$ 11,000	\$ 11,500	\$ 14,500	\$ 14,500	\$ 14,500		
	Mitchell Prehistoric Indigenous Archaeological Site & Museum						\$ 2,500						\$ 4,000		\$ 15,000	\$ 15,000	\$ 17,000	\$ 13,500	\$ 17,000	\$ 16,500	\$ 15,000	\$ 11,250	\$ 13,000	\$ 13,000	\$ 19,000	\$ 19,000	\$ 25,000	\$ 13,300	\$ 25,000	
GF	MMS&B- Mitchell Main Street & Beyond								\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 42,000	\$ 43,000	\$ 43,000	\$ 40,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 26,250	\$ 35,000	\$ 35,000	\$ 40,000	\$ 45,000	\$ 55,000	\$ 31,500	\$ 50,000	
	Safe Place of Eastern SD (formerly Mitchell Safehouse)	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ 2,500	\$ 3,000	\$ 3,000	\$ 5,000	\$ 5,000	\$ 4,500	\$ 4,500	\$ 4,500	\$ 4,500	\$ 3,375	\$ 4,500	\$ 20,000	\$ 20,000	\$ 20,000	\$ 15,000	\$ 14,000	\$ 15,000	
GF	Salvation Army																										\$ 20,000	\$ -	\$ -	
Ent. Tax	Convention & Visitors Bureau	\$ 166,950	\$ 172,000	\$ 172,000	\$ 176,000	\$ 183,600	\$ 172,000	\$ 172,000	\$ 242,400	\$ 248,400	\$ 249,000	\$ 252,300	\$ 256,760	\$ 248,760	\$ 253,976	\$ 252,700	\$ 262,500	\$ 238,000	\$ 208,000	\$ 273,000	\$ 273,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 262,500	\$ 275,000	\$ 183,750	\$ 262,500	
Summary		\$ 345,950	\$ 362,500	\$ 362,500	\$ 369,500	\$ 356,100	\$ 409,000	\$ 416,500	\$ 539,500	\$ 555,400	\$ 535,600	\$ 542,600	\$ 569,492	\$ 563,177	\$ 596,541	\$ 599,900	\$ 629,000	\$ 561,200	\$ 606,750	\$ 574,250	\$ 591,750	\$ 530,625	\$ 560,290	\$ 627,000	\$ 630,000	\$ 710,500	\$ 913,277	\$ 457,300	\$ 644,438	

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:	November 3, 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 #O2025-16, Franchise Agreement with Northwestern Energy		
Explanation/Background of Agenda Item Requested:	Last year, the City updated the gas franchise with Northwestern Energy. At that time, the language was modernized but only a one-year term was set so that a larger review of the agreement could be completed. Following that review, a few additional changes were made to clarify the duties and relationship of the parties. For the most part, the agreement will continue to function as it has been. The new term will be for an initial period of 10 years.		

Ordinance #02025-16

An Ordinance granting NorthWestern Energy Public Service Corporation, a South Dakota corporation, its successors and assigns, a non-exclusive Franchise, right and privilege for a period of 10 years to erect, maintain, and operate a gas distribution system and any and all necessary pipes, mains, services, and all other appliances thereunto appertaining in, upon, over, across and along the streets, alleys, bridges, and public places of the City of Mitchell, South Dakota, as the same now are or may hereafter be extended, for the transmission, distribution, and sale of gas, whether artificial, natural, or otherwise, for cooking, heating, industrial, and all other uses and purposes in the City of Mitchell, South Dakota, and prescribing the terms and conditions under which said Franchisee is to operate; repealing all ordinances or parts of ordinances in conflict herewith; and providing for the effective date of this Ordinance, and publication thereof.

BE IT ORDAINED by the Mayor and City Council of the City of Mitchell, South Dakota:

Section 1.01. Definitions. As used in this Ordinance, the following words or phrases shall have the following meanings:

- A. “*Customer*” shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, public corporation, or any other legal or non-legal entity served by Franchisee.
- B. “*Distribution System*” shall mean a system of pipes, pipelines, apparatus, machinery, structures, appliances, or fixtures, and appurtenances, which in any way relate to or are reasonably necessary for the transportation and distribution of natural gas by Franchisee to Customers.
- C. “*Franchise*” shall mean the rights and privileges granted by the City to Franchisee under this Ordinance.
- D. “*Franchisee*” shall mean NorthWestern Energy Public Service Corporation, a South Dakota corporation, doing business as NorthWestern Energy, its successors and assigns.
- E. “*City*” shall mean the City of Mitchell, South Dakota, and includes the area within the City limits, as the same now exists or as may be extended from time to time.
- F. “*Install, operate and maintain*” shall mean to acquire, erect, construct, install, extend, repair, remove, relocate, replace, or otherwise operate and maintain.
- G. “*Public Way*” shall mean any street, alley, avenue, boulevard, lane, park, parkway, sidewalk, driveway, utility easement, right of way, and any other public ways, places, areas, or grounds within the corporate limits of the City as now constituted or may be added hereafter.
- H. The terms “*Franchise Agreement*” and “*Ordinance*” as found herein shall be fully interchangeable in meaning.
- I. The terms “*gas*” and “*natural gas*” as found herein shall be fully interchangeable in meaning.

- J. The term “*South Dakota Natural Gas Tariff*” as found herein means Franchisee’s South Dakota Gas Rate Schedule filed with the South Dakota Public Utilities Commission.

Section 1.02. Franchise Granted. Franchisee is hereby granted a non-exclusive Franchise, right and privilege for a period of 10 years to install, operate, and maintain a Distribution System upon, over, across and along the Public Ways, as the same now are or may hereafter be extended, for the transmission, distribution, and sale of gas, whether artificial, natural, or otherwise, for cooking, heating, industrial, and all other uses and purposes. The term of this Franchise Agreement shall be automatically extended for an additional 5-year period unless either party provides written notice of its intent not to renew at least 90 days prior to the expiration of the initial 10-year term.

Section 1.03. Franchisee’s Agreement to Serve. Franchisee agrees that, for and during the term and period of this Franchise Agreement, it will maintain in the City an adequate, standard, and sufficient Distribution System and equipment and maintain and operate the same in a manner to meet the necessities and requirements of the City, its industries, and inhabitants. Franchisee will be deemed to have accepted the terms and conditions of this Franchise by supplying service to any Customer within the City limits after the effective date of this Franchise Agreement. Notwithstanding the foregoing, Franchisee does not guarantee uninterrupted or undisturbed service of gas, and is not liable for causes beyond its reasonable control. However, Franchisee shall use all commercially reasonable efforts to prevent interruptions in service and, in accordance with prudent utility practices, restore service as soon as practicable in the event of an outage.

Section 1.04. Changes to Physical Plant; Extension of Service. Franchisee shall and hereby agrees to make such reasonable extensions of the Distribution System as may be reasonably required to furnish service to parties making application therefor located within the corporate limits of the City.

Franchisee shall not be required to make any such extensions of the Distribution System nor install service lines for the purpose of serving any new Customer or Customers where the estimated revenue to be derived from such service is not sufficient to provide an adequate return upon the investment (after recognizing any Customer contribution-in-aid of construction) required to serve such Customer or Customers. All extensions of the Distribution System shall be made in compliance with the South Dakota Natural Gas Tariff.

Section 1.05. Relocation of Utility Facilities. Franchisee shall relocate its facilities or equipment at its own expense whenever the City, in the proper exercise of its police power grades, regrades, changes the line, or otherwise improves any Public Way or constructs or reconstructs any sewer or water system therein and, with due regard to seasonable working conditions, orders Franchisee to relocate permanently its facilities or equipment located in said Public Way. The City shall give Franchisee reasonable notice of plans requiring such relocation.

Section 1.06. Relocation When Right of Way Vacated. The City may not order Franchisee to relocate any of its facilities or equipment when a Public Way is vacated unless the reasonable cost of such relocation and the loss and expense resulting from such relocation are first paid to Franchisee. If the facilities are not relocated, the City shall grant Franchisee a permanent easement prior to the vacation of said public use.

Section 1.07. Restoration of Public Ways. In doing any work in connection with exercising the privileges herein granted, Franchisee shall avoid, so far as may be practicable, interfering with the use of any Public Way. Where a portion of the Public Way is disturbed, Franchisee shall at its own expense and in a manner reasonably satisfactory to the City Public Works Director, and in compliance with the City specifications, repair or replace such portion of the Public Way, including the subsurface elements and other items underneath such portion, in as good condition as it was in before such work was commenced. Franchisee shall comply with all other applicable rules and ordinances of the City which apply generally to all users of the right of way, such as the excavation permit process.

Section 1.08. Installation of Equipment. Franchisee shall install, maintain, and operate the Distribution System to not interfere with or obstruct the use of any water pipes, drains, sewers or other structures already installed. Further, Franchisee agrees to install, operate and maintain all underground piping according to current industry standards and all applicable codes, rules, regulations, statutes, and orders of local, state and federal agencies having authority in such matters. Franchisee will use reasonable efforts, where practicable and consistent with industry standards and safety considerations, to install components of the Distribution System underground. If underground installation is not feasible or practicable under these criteria, Franchisee will use reasonable efforts to conceal or otherwise reduce the visual impact of above-ground components of the Distribution System. This obligation shall apply prospectively to the installation of new components of the Distribution System and, where practicable and consistent with industry standards and safety considerations, to the replacement of existing components of the Distribution System. Nothing herein shall require Franchisee to install underground or conceal components of the Distribution System where doing so would compromise safety or reliability or when doing so would impose an unreasonable financial burden on Franchisee.

Section 1.09. Installation and Ownership of Service Lines. Franchisee shall, at its own expense, furnish and install service pipe of suitable capacity to the Customer's point of delivery herein, defined as the inlet side of the first connection with Customer's premises or the outlet side of the meter if located beside, within, or attached to the premises. This delivery location shall be defined as "*Customer's Point of Delivery*." Service lines or gas main extensions may be subject to a Customer Contribution in Aid of Construction. Ownership of all service lines shall remain with Franchisee.

Section 1.10. Allocation of Gas Supplies. In the event of a shortage in the supply of natural gas for any reason beyond the control of Franchisee, it will allocate the available gas in a manner to conform to the general interest of the public, as required by applicable laws and regulations.

Section 1.11. Insurance Requirements. Franchisee shall be self-insured and/or maintain commercially reasonable insurance coverage of foreseen and unforeseen risks including, but not limited to, the following types: Workers' Compensation; Automotive Liability; Comprehensive General Liability, including contractual liability, explosion, collapse and underground, personal injury, products and completed operations, owner and contractors protective; and umbrella liability. Upon request, Franchisee shall deliver to the City proof of insurance coverage.

Section 1.12. Hold Harmless Clause. Franchisee shall at all times protect, indemnify, and save harmless the City from and against all claims and demands and from any and all loss, expense, and liability arising out of the intentional misconduct, negligence, or fault of Franchisee in the

installation, operation, or maintenance of the Distribution System, except such as arises as a result of the intentional misconduct or the negligence of the City, its officers, employees, or agents.

Section 1.13. Municipal Authority. Franchisee agrees that all authority and rights in this Ordinance contained shall at all times be subject to all rights, power, and authority now or hereafter possessed by the City to regulate and control and direct or otherwise by ordinance or resolution legislate concerning the manner in which Franchisee shall use the Public Way.

Section 1.14. No Joint Venture. Nothing in this Franchise Agreement or any exhibit or attachment hereto creates or is intended to create an association, trust, partnership, joint venture, or other entity or similar legal relationship among or between the parties, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to the parties. Neither party is nor shall be deemed the agent or representative of the other party in any instance whatsoever.

Section 1.15. Third-Party Beneficiaries. The terms and provisions of this Franchise Agreement are intended solely for the benefit of the parties and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person or entity.

Section 1.16. Dispute Resolutions. If either party to this Franchise Agreement asserts that the other party is in default in the performance of any obligation imposed by it, the complaining party shall notify the other party in writing of the default and the desired remedy. The parties shall meet and attempt in good faith to negotiate a resolution of the dispute. If the parties are unable to resolve the dispute within 60 days of the initial notification, either party may commence an action in circuit court to interpret and enforce this Franchise Agreement, or for such relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

Section 1.17. Termination. Either party may terminate this Franchise Agreement if the other party is materially in breach of its provisions. Upon the occurrence of a material breach, the nonbreaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have 60 days to cure the breach, unless it notifies the nonbreaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the nonbreaching party may terminate this franchise; provided, however, that if the breach cannot, with reasonable and appropriate efforts, be cured within the designated cure period, the non-breaching party shall grant a reasonable extension upon written request, supported by assurances that the breaching party is actively pursuing a cure. Such an extension will not be considered or deemed a waiver by the non-breaching party of any such noncompliance. A party shall not be in breach of this franchise if it has complied with applicable local, state or federal law. Additionally, no breach shall be found to exist where the alleged noncompliance is the result of the actions or omissions of the other party or of a third party outside the control of the alleged breaching party.

Section 1.18. Interpretation of Law. This Franchise Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

Section 1.19. Captions. Captions and other headings contained in this Franchise Agreement are for reference and identification purposes only and in no way alter, modify, amend, limit, or restrict the contractual obligation of the parties hereto.

Section 1.20. Compliance with Laws. Franchisee agrees to conduct its business under the terms of this Franchise Agreement in such a manner that it does not violate any federal, state, or local laws or regulations applicable to the conduct of its operations under the terms of this Franchise Agreement.

Section 1.21. Validity of Franchise. If any section, subsection, sentence, clause, phrase, or portion of this Franchise Agreement shall for any reason be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 1.22. Acceptance. Franchisee shall deliver its unconditional acceptance of this Franchise Agreement to the City within 45 days after receipt of the notice of publication.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This Ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of November, 2025.

Jordan Hanson, Mayor

ATTEST:

Michelle Bathke, Finance Officer

First Reading: _____

Second Reading: _____

Published: _____

Acceptance of Ordinance #02025-16

To the Mayor and members of the City Council of the City of Mitchell, South Dakota:

NorthWestern Energy Public Service Corporation does hereby unconditionally accept Ordinance #02025-16 and all the terms and conditions thereof.

Dated this ___ day of November, 2025.

**NorthWestern Energy Public Service
Corporation d/b/a NorthWestern Energy**

By: Jason Merkel

Its: Vice President – Distribution

STATE OF MONTANA)
 : ss
COUNTY OF LEWIS AND CLARK)

Signed or attested before me this ___ day of November, 2025, by Jason Merkel.

Name: _____
Notary Public for the State of Montana
Residing at: _____, Montana
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:	November 3, 2025	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Review of South Dakota Open Meeting Materials		
Explanation/Background of Agenda Item Requested:	State law now requires that the South Dakota Attorney General's information on open meetings laws be reviewed annually by the city council and certain other city boards. The attorney general's brochure is included along with a brief presentation highlighting certain sections most relevant to the council and boards.		



Open Meetings Laws in South Dakota

Updated
November
2025

SDCL 1-25-13

In 2025, the legislature enacted SDCL 1-25-13 which requires an annual review of:

- (1) The explanation of the open meeting laws of this state published by the attorney general, pursuant to § 1-11-1; and
- (2) Any other material pertaining to the open meeting laws of this state provided by the attorney general.

Open Meeting Basics

South Dakota political subdivisions exercising sovereign power are required to follow the state's open meetings laws. This includes ensuring official meetings are open to the public, providing adequate notice to the public of meetings, and allowing public comment periods at official meetings.

This presentation is intended to highlight common issues, not cover all open meetings laws in detail.

For more information, please refer to the South Dakota Attorney General's Office brochure entitled "Conducting the Public's Business in Public" which has been provided for review.

Who must follow open meetings laws?

SD open meetings laws apply to political subdivisions of South Dakota which exercise sovereign power.

This means that any public body of the City that has the authority to exercise sovereign power, such as implementing taxes, creating regulations, imposing penalties, etc., must comply with the open meetings laws. Public bodies that are advisory only are not required to comply with the open meetings laws.

Each public body of the city that has the authority to exercise sovereign power must also review the open meetings laws annually.

What are open meetings?

Open meetings include all official meetings of the political subdivision. This is when a quorum of members are present and official business or public policy of the body is discussed or decided.

Open meetings include in person meetings, but also teleconferences, group texts, and group emails that include a quorum where official business or public policy of the political subdivision is discussed or decided.

How is the public notified?

Generally, a political subdivision is required to post a notice for an official meeting at least 24 hours in advance. Less than 24 hours' notice is permitted under certain circumstances, but as much notice as possible should still be provided.

The notice must include the date, time, and location of the meeting and the items proposed to be discussed. The notice must be posted at political subdivision's principal office and on its official website. It must also be delivered to all local news media that have asked to be notified.

The political subdivision is also required to provide meeting materials on its website at least 24 hours in advance or when the materials are provided to board members, whichever is later.

How can the public participate?

The public is entitled to attend open meetings and may record the meetings if the recording is reasonable, obvious, and not disruptive.

The political subdivision must also allow public comment at official meetings, except for those held exclusively for certain purposes. The political subdivision may limit public comment as to the time allowed for each topic, and as to the total time allowed for public comment.

The public is not entitled to attend or participate in a political subdivision's executive sessions.

When can a meeting be closed?

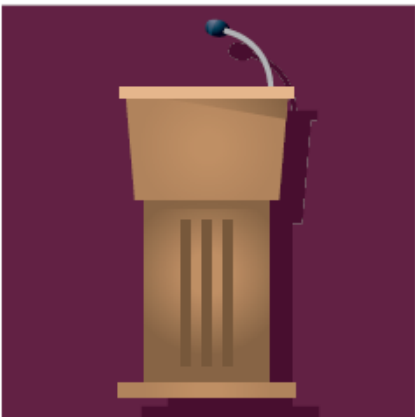
A political subdivision can hold private, executive sessions that are closed to the public and media. SDCL 1-25-2 provides several categories of discussions that may be done in executive session. Executive session may also be held when the federal or state constitution or federal or state statutes require or permit it.

To enter executive session, the political subdivision must make a motion to enter executive session and cite the statute that applies to the discussions to be held. Discussions in executive session are limited to the cited statute.

No action may be taken during executive session. Any action to be taken relative to matters discussed in executive session must be done once the political subdivision has returned to open session.

Questions/Comments/Discussion

For more information, please refer to the South Dakota Attorney General's Office brochure entitled "Conducting the Public's Business in Public" and South Dakota Codified Laws Chapter 1-25.



Conducting the Public's Business in Public

A guide to South Dakota's
Open Meetings Laws
(Revised 2025)

Prepared by:
S.D. Attorney General's Office
in partnership with the
S.D. NewsMedia Association

Published by:
South Dakota NewsMedia Association
1125 32nd Ave. Brookings, SD 57006

Q: WHAT ARE SOUTH DAKOTA'S OPEN MEETINGS LAWS?

A: South Dakota's open meetings laws embody the principle that the public is entitled to the greatest possible information about public affairs and are intended to encourage public participation in government. SDCL Ch. 1-25 requires that official meetings of public bodies must be public and advance notice is to be given of such meetings. The statutes define an "official meeting" as one where a quorum of the public body is present and at which official business or public policy of the body is discussed or decided. Openness in government is encouraged.

Q: WHO DOES THE OPEN MEETINGS LAWS APPLY TO?

A: The open meetings laws apply to all public bodies of the state and its political subdivisions. SDCL 1-25-1, 1-25-12(3). This includes cities, counties, school boards and other public bodies created by ordinance or resolution, such as appointed boards, task forces, and committees, so long as they have authority to exercise sovereign power. SDCL 1-25-12(2). Although no court decisions have been issued on the subject, this probably does not include bodies that serve only in an advisory capacity. The State Constitution allows the Legislature and the Unified Judicial System to create rules regarding their own separate functions.

Q: ARE TELECONFERENCES CONSIDERED PUBLIC MEETINGS?

A: Yes. The open meetings laws allow meetings, including executive or closed meetings, to be conducted by teleconference – defined as an exchange of information by audio, video, or electronic means (including the internet) – if a place is provided for the public to participate. SDCL 1-25-1.5, 1-25-12(5). In addition, for teleconferences where

less than a quorum of the public body is present at the location open to the public, arrangements must also be made for the public to listen by telephone or internet (except for portions of meetings properly closed for executive sessions). SDCL 1-25-1.6. The media and public must be notified of teleconference meetings under the same notice requirements as any other meeting.

Q: HOW ARE THE PUBLIC AND MEDIA NOTIFIED WHEN PUBLIC BUSINESS IS BEING DISCUSSED?

A: SDCL 1-25-1.1 requires that all political subdivisions (except the state and its boards, commissions, or departments as provided in § 1-25-1.3) prominently post a notice and copy of the proposed agenda at the political subdivision's principal office. At a minimum, the proposed agenda must include the date, time, and location of the meeting and must be visible, readable, and accessible to the public for 24 continuous hours immediately preceding the meeting. Also, if the political subdivision has its own website, the notice must be posted on the website upon dissemination of the notice. For special or rescheduled meetings, political subdivisions must comply with the regular meeting notice requirements as much as circumstances permit. The notice must be delivered in person, by mail, by email, or by telephone to all local news media who have asked to be notified. It is good practice for local media to renew requests for notification of special or rescheduled meetings at least annually.

SDCL 1-25-1.3 varies slightly from SDCL 1-25-1.1 and requires the State and its agencies, boards, commissions, or departments to give notice by posting a proposed agenda at least 72 continuous hours before a meeting is scheduled to start (this does not include any weekend or legal holiday). The State is also required to give notice of a public meeting by posting its proposed agenda on <http://boardsandcommissions.sd.gov>.

Q: WHO ARE LOCAL NEWS MEDIA?

A: There is no definition of "local news media" in SDCL ch. 1-25. "News media" is defined in SDCL 13-1-57 generally as those personnel of a newspaper, periodical, news service, radio station, or television station regardless of the medium through which their content is delivered. The Attorney General is of the opinion that "local news media" is all news media – broadcast and print – that regularly carry news to the community.

Q: IS A PUBLIC COMMENT PERIOD REQUIRED AT PUBLIC MEETINGS?

A: Yes. Public bodies are required to provide at every official meeting a period of time on their agenda for public comment. SDCL 1-25-1. Each public body has the discretion to limit public comment as to the time allowed for each topic commented on, and as to the total time allowed for public comment. Public comment is not required at meetings held solely for an executive session, inauguration, presentation of an annual report, or swearing in of elected officials.

Q: CAN PUBLIC MEETINGS BE RECORDED?

A: Yes, SDCL 1-25-11 requires public bodies to allow recording (audio or video) of their meetings if the recording is reasonable, obvious, and not disruptive. This requirement does not apply to those portions of a meeting confidential or closed to the public.

Q: WHEN CAN A MEETING BE CLOSED TO THE PUBLIC AND MEDIA?

A: SDCL 1-25-2 allows a public body to close a meeting for the following purposes: 1) to discuss personnel issues pertaining to officers or employees; 2) consideration of the performance or discipline of a student, or the student's participation in interscholastic activities; 3) consulting with legal counsel, or reviewing communications from legal counsel about proposed or pending litigation or

contractual matters; 4) employee contract negotiations; 5) to discuss marketing or pricing strategies of a publicly-owned competitive business; or 6) to discuss information related to the protection of public or private property such as emergency management response plans or other public safety information. The statute also recognizes that executive session may be appropriate to comport with other laws that require confidentiality or permit executive or closed meetings. Federal law pertaining to students and medical records will also cause school districts and other entities to conduct executive sessions or conduct meetings to refrain from releasing confidential information. Meetings may also be closed by cities and counties for certain economic development matters. SDCL 9-34-19.

Note that SDCL 1-25-2 and SDCL 9-34-19 do not require meetings be closed in any of these circumstances.

Any official action based on discussions in executive session must, however, be made at an open meeting.

Q: WHAT IS THE PROPER PROCEDURE FOR EXECUTIVE SESSIONS?

A: Motions for executive sessions must refer to the specific state or federal law allowing for the executive session i.e. "pursuant to SDCL 1-25-2(3)." Also, best practice to avoid public confusion would be that public bodies explain the reason for going into executive session. For example, the motion might state "motion to go into executive session pursuant to SDCL 1-25-2(1) for the purposes of discussing a personnel matter," or "motion to go into executive session pursuant to SDCL 1-25-2(3) for the purposes of consulting with legal counsel."

Discussion in the executive session must be strictly limited to the announced subject. No official votes may be taken on any matter during an executive session. The public body must return to open session before any official action can be taken.

Q: WHAT HAPPENS IF THE MEDIA OR PUBLIC IS IMPROPERLY EXCLUDED FROM A MEETING OR OTHER VIOLATIONS OF THE OPEN MEETING LAWS OCCUR?

A: Excluding the media or public from a meeting that has not been properly closed subjects the public body or the members involved to: (a) prosecution as a Class 2 misdemeanor punishable by a maximum sentence of 30 days in jail, a \$500 fine or both; or (b) a reprimand by the Open Meeting Commission ("OMC"). The same penalties apply if the agenda for the meeting is not properly posted, or other open meeting violations occur.

Also, action taken during any meeting that is not open or has not been properly noticed could, if challenged, be declared null and void.

Q: HOW ARE ISSUES REFERRED TO THE OPEN MEETINGS COMMISSION ("OMC")?

A: Persons alleging violations of the open meetings laws must make their complaints with law enforcement officials in the county where the offense occurred. After a signed and notarized complaint is made under oath, and any necessary investigation is conducted, the State's Attorney may: (a) prosecute the case as a misdemeanor; (b) find that the matter has no merits and file a report with the Attorney General for statistical purposes; or (c) forward the complaint to the OMC for a determination. The OMC is comprised of five State's Attorneys or Deputy State's Attorneys appointed by the Attorney General. The OMC examines whether a violation has occurred and makes written public findings explaining its reasons. If you have questions on the procedures or status of a pending case, you may contact the Attorney General's Office at 605-773-3215 to talk to an assistant for the OMC. Procedures for the OMC are posted on the website for the Office of Attorney General. <http://atg.sd.gov/>.

Q: WHAT DOES THE TERM "SOVEREIGN POWER" MEAN?

A: The open meetings laws do not define this term, but it generally means the power to levy taxes, impose penalties, make special assessments, create ordinances, abate nuisances, regulate the conduct of others, or perform other traditional government functions. The term may include the exercise of many other governmental functions. If an entity is unclear whether it is exercising "sovereign power" it should consult with legal counsel.

Q: MAY AGENDA ITEMS BE CONSIDERED IF THEY ARE ADDED LESS THAN 24 HOURS BEFORE A MEETING?

A: Proposed agendas for public meetings must be posted at least 24 hours in advance of the meeting. The purpose of providing advance notice of the topics to be discussed at a meeting is to provide information to interested members of the public concerning the governing body's anticipated business. Typically, the public body adopts the final agenda upon convening the meeting. At the time the final agenda is adopted, the governing body may add or delete agenda items and may also change the order of business. See *In re Yankton County Commission, Open Meetings Commission Decision # 20-03*, December 31, 2020. New items cannot be added after the agenda has been adopted by the governing body.

Public bodies are strongly encouraged to provide at least 24 hours' notice of all agenda items so as to be fair to the public and to avoid dispute.

For special or rescheduled meetings, public bodies are to comply to the extent circumstances permit. In other words, posting less than 24 hours in advance may be permissible in emergencies.

Q: ARE EMAIL DISCUSSIONS "MEETINGS" FOR PURPOSES OF THE OPEN MEETINGS LAWS?

A: The definition of an "official meeting" in SDCL 1-25-12(1) specifically includes meetings conducted by "electronic means, including electronic mail, instant messaging, social media, text message, or virtual meeting platform[.]" A quorum of a public body that discusses official business of that body via electronic means is conducting an official meeting for purposes of the open meetings laws. Electronic communications made solely for scheduling purposes do not fall within the definition of an official meeting.

Q: WHAT RECORDS MUST BE AVAILABLE TO THE PUBLIC IN CONJUNCTION WITH PUBLIC MEETINGS?

A: SDCL 1-25-1.4 requires state boards, commissions, or departments to make public meeting materials available on <http://boardsandcommissions.sd.gov>. SDCL 1-27-1.16 requires that any other public body must post meeting materials on the public body's website or make those materials available to the public at least twenty-four hours prior to the hearing or when made available to the members of the public body, whichever is later. Finally, SDCL 1-27-1.17 requires that draft minutes of public meetings must be made available to the public at the principal place of business for the public body within 10 business days after the meeting (or any audio and visual recording must be made available on the website for the public body within five business days).

These laws are in addition to any specific requirements for public bodies (i.e., publication requirements in state laws pertaining to cities, counties, or school districts). Enforcement of public records laws contained in SDCL Ch. 1-27 are handled by separate procedures found in SDCL 1-27-35, et. seq. rather than the open meeting procedures described above. Violations of SDCL 1-27-1.16 and 1-27-1.17 are also Class 2 misdemeanors.

Q: WHAT REQUIREMENTS APPLY TO TASK FORCES, COMMITTEES AND WORKING GROUPS?

A: Task forces and committees that exercise "sovereign power," and are created by statute, ordinance, or proclamation are required to comply with the open meetings laws. SDCL 1-25-12(1). Task forces, committees, and working groups that are not created by statute, ordinance, or proclamation, or are advisory only, may not be subject to the open meetings laws, but are encouraged to comply to the extent possible when public matters are discussed. Ultimately, if such advisory task forces, committees and working groups present any reports or recommendations to public bodies, the public bodies must wait until the next meeting (or later) before taking final action on the recommendations. SDCL 1-27-1.18.

Q: ARE PUBLIC BODIES REQUIRED TO REVIEW THE OPEN MEETINGS LAWS?

A: Public bodies must annually review an explanation of the open meetings laws provided by the Attorney General, along with any other material pertaining to the open meetings laws made available by the Attorney General. SDCL 1-25-13. Each public body must report in its minutes that the annual review of the open meetings laws was completed.

PERTINENT S.D. OPEN MEETINGS STATUTES
(other specific provisions may apply depending on the public body involved)

1-25-1. OPEN MEETINGS. An official meeting of a public body is open to the public unless a specific law is cited by the public body to close the official meeting to the public.

It is not an official meeting of one public body if its members provide information or attend the official meeting of another public body for which the notice requirements of § 1-25-1.1 or 1-25-1.3 have been met. It is not an official meeting of a public body if its members attend a press conference called by a representative of the public body.

For any event hosted by a nongovernmental entity to which a quorum of the public body is invited and public policy may be discussed, but the public body does not control the agenda, the public body may post a public notice of a quorum, in lieu of an agenda. The notice of a quorum must meet the posting requirements of § 1-25-1.1 or 1-25-1.3 and must contain, at a minimum, the date, time, and location of the event.

The public body shall reserve at every official meeting a period for public comment, limited at the public body's discretion as to the time allowed for each topic and the total time allowed for public comment, but not so limited as to provide for no public comment.

Public comment is not required at an official meeting held solely for the purpose of meeting in executive session, an inauguration, presentation of an annual report to the public body, or swearing in of a newly elected official, regardless of whether the activity takes place at the time and place usually reserved for an official meeting.

If a quorum of township supervisors, road district trustees, or trustees for a municipality of the third class meets solely for purposes of implementing previously publicly adopted policy; carrying out ministerial functions of that township, district, or municipality; or undertaking a factual investigation of conditions related to public safety; the meeting is not subject to the provisions of this chapter.

A violation of this section is a Class 2 misdemeanor.

1-25-1.1. PUBLIC NOTICE OF POLITICAL SUBDIVISIONS. Each political subdivision shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any official meeting, by posting a copy of the notice, visible to the public, at the principal office of the political subdivision holding the meeting. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the political subdivision's website upon dissemination of the notice, if a website exists. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by

telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, each political subdivision shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.3. PUBLIC NOTICE OF STATE. The state shall provide public notice of a meeting by posting a copy of the proposed agenda at the principal office of the board, commission, or department holding the meeting. The proposed agenda shall include the date, time, and location of the meeting, and be visible, readable, and accessible to the public. The agenda shall be posted at least seventy-two hours before the meeting is scheduled to start according to the agenda. The seventy-two hours does not include Saturday, Sunday, or legal holidays. The notice shall also be posted on a state website, designated by the commissioner of the Bureau of Finance and Management. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, the state shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

1-25-1.5. TELECONFERENCE MEETING. Any official meeting may be conducted by teleconference. A teleconference may be used to conduct a hearing or take final disposition regarding an administrative rule pursuant to § 1-26-4. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote.

1-25-1.6. TELECONFERENCE PARTICIPATION. At any official meeting conducted by teleconference, there shall be provided one or more places at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, that has less than a quorum of the members of the public body participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet. The requirement to provide one or more places for the public to listen to the teleconference does not apply to official meetings closed to the public pursuant to specific law.

1-25-2. EXECUTIVE SESSION. Executive or closed meetings may be held for the sole purposes of:

(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term, employee, does not include any independent contractor;

(2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student or the eligibility of a student to participate in interscholastic activities provided by the South Dakota High School Activities Association;

(3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;

(4) Preparing for contract negotiations or negotiating with employees or employee representatives;

(5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or

(6) Discussing information pertaining to the protection of public or private property and any person on or within public or private property specific to:

(a) Any vulnerability assessment or response plan intended to prevent or mitigate criminal acts;

(b) Emergency management or response;

(c) Public safety information that would create a substantial likelihood of endangering public safety or property, if disclosed;

(d) Cyber security plans, computer, communications network schema, passwords, or user identification names;

(e) Guard schedules;

(f) Lock combinations;

(g) Any blueprint, building plan, or infrastructure record regarding any building or facility that would expose or create vulnerability through disclosure of the location, configuration, or security of critical systems of the building or facility; and

(h) Any emergency or disaster response plans or protocols, safety or security audits or reviews, or lists of emergency or disaster response personnel or material; any location or listing of weapons or ammunition; nuclear, chemical, or biological agents; or other military or law enforcement equipment or personnel.

However, any official action concerning the matters pursuant to this section shall be made at an open official meeting. An executive or closed meeting must be held only upon a majority vote of the members of the public body present and voting, and discussion during the closed meeting

is restricted to the purpose specified in the closure motion. Nothing in § 1-25-1 or this section prevents an executive or closed meeting if the federal or state Constitution or the federal or state statutes require or permit it. A violation of this section is a class 2 misdemeanor.

1-25-6. DUTY OF STATE'S ATTORNEY. If a complaint alleging a violation of chapter 1-25 is made pursuant to § 23A-2-1, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. Upon doing so, the state's attorney shall send a copy of the complaint and any investigation file to the attorney general. The attorney general shall use the information for statistical purposes and may publish abstracts of such information, including the name of the government body involved for purposes of public education; or

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action.

1-25-6.1. DUTY OF STATE'S ATTORNEY (COUNTY COMMISSION ISSUES). If a complaint alleges a violation of this chapter by a board of county commissioners, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. The attorney general shall use the information for statistical purposes and may publish abstracts of the information as provided by § 1-25-6;

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action; or

(4) Refer the complaint to another state's attorney or to the attorney general for action pursuant to § 1-25-6.

1-25-7. REFERRAL TO OMC. Upon receiving a referral from a state's attorney or the attorney general, the South Dakota Open Meetings Commission shall examine the complaint and investigatory file submitted by the state's attorney or the attorney general and shall also consider signed written submissions by the persons or entities that are directly involved. Based on the investigatory file submitted by the state's attorney or the attorney general and any written responses, the commission shall issue a written determination on whether the conduct violates this chapter, including a statement of the reasons therefor and findings of fact on each issue and conclusions of law necessary for the proposed decision. The final decision shall be made by a majority of the commission members, with each member's vote set forth in the written decision. The final decision shall be filed with the attorney general and shall be provided to the public entity and or public officer involved, the state's attorney,

and any person that has made a written request for such determinations. If the commission finds a violation of this chapter, the commission shall issue a public reprimand to the offending official or governmental entity. However, no violation found by the commission may be subsequently prosecuted by the state's attorney or the attorney general. All findings and public censures of the commission shall be public records pursuant to § 1-27-1. Sections 1-25-6 to 1-25-9, inclusive, are not subject to the provisions of chapter 1-26.

1-25-8. OMC Members. The South Dakota Open Meeting Commission is comprised of five state's attorneys or deputy state's attorneys appointed by the attorney general. Each commissioner serves at the pleasure of the attorney general. The members of the commission shall choose a chair of the commission annually by majority vote.

1-25-12. DEFINITIONS. Terms used in the open meetings laws mean:

(1) "Official meeting," any meeting of a quorum of a public body at which official business or public policy of that public body is discussed or decided by the public body, whether in person or by means of teleconference or electronic means, including electronic mail, instant messaging, social media, text message, or virtual meeting platform, provided the term does not include communications solely to schedule a meeting or confirm attendance availability for a future meeting;

(2) "Political subdivision," any association, authority, board, municipality, commission, committee, council, county, school district, task force, town, township, or other local governmental entity, which is created by statute, ordinance, or resolution, and is vested with the authority to exercise any sovereign power derived from state law;

(3) "Public body," any political subdivision or the state;

(4) "State," each agency, board, commission, or department of the State of South Dakota, not including the Legislature; and

(5) "Teleconference," an exchange of information by any audio, video, or electronic medium, including the internet.

1-25-13. ANNUAL REVIEW OF OPEN MEETING LAWS. Any agency, as defined in § 1-26-1, or political subdivision of this state, that is required to provide public notice of its meetings pursuant to § 1-25-1.1 or 1-25-1.3 must annually review the following, during an official meeting of the agency or subdivision:

(1) The explanation of the open meeting laws of this state published by the attorney general, pursuant to § 1-11-1; and

(2) Any other material pertaining to the open meeting laws of this state provided by the attorney general.

The agency or subdivision must include in the minutes of the official meeting an acknowledgement that the review was completed.

1-27-1.16. MEETING PACKETS AND MATERIALS.

If a meeting is required to be open to the public pursuant to § 1-25-1 and if any printed material relating to an agenda item of the meeting is prepared or distributed by or at the direction of the governing body or any of its employees and the printed material is distributed before the meeting to all members of the governing body, the material shall either be posted on the governing body's website or made available at the official business office of the governing body at least twenty-four hours prior to the meeting or at the time the material is distributed to the governing body, whichever is later. If the material is not posted to the governing body's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the governing body is considering the printed material. However, the provisions of this section do not apply to any printed material or record that is specifically exempt from disclosure under the provisions of this chapter or to any printed material or record regarding the agenda item of an executive or closed meeting held in accordance with § 1-25-2. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to printed material, records, or exhibits involving contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.17. DRAFT MINUTES. The unapproved, draft minutes of any public meeting held pursuant to § 1-25-1 that are required to be kept by law shall be available for inspection by any person within ten business days after the meeting. However, this section does not apply if an audio or video recording of the meeting is available to the public on the governing body's website within five business days after the meeting. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to draft minutes of contested case proceedings held in accordance with the provisions of chapter 1-26.

1-27-1.18. WORKING GROUP REPORTS. Any final recommendations, findings, or reports that result from a meeting of a committee, subcommittee, task force, or other working group which does not meet the definition of a political subdivision or public body pursuant to § 1-25-1, but was appointed by the governing body, shall be reported in open meeting to the governing body which appointed the committee, subcommittee, task force, or other working group. The governing body shall delay taking any official action on the recommendations, findings, or reports until the next meeting of the governing body.