



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
January 5, 2026

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: United Church of Christ**
- 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. Mitchell Republic as the Newspaper Designation for 2026**
 - C. Donation of Suppressors in Exchange for Officers Used in Promotional Video**
 - D. Change Order #1 for AIP '34 Airport Hangar Construction to Pro Contracting**
 - E. Set date for January 20, 2026 for Hearing and Action on the Application to Transfer RL-5353 Retail (on-sale) Liquor License from LAB LLC, 501 South Sanborn to FUPA Adventures LLC dba Double D's, 512 South Sanborn**
 - F. Approval of Gasoline & Fuel Quotes**
 - G. Pay Estimates**
 - H. 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 1-20-26**
Bart & Nikki Fredericksen have applied for a Variance Permit for front yard (lake side) setback of 8' vs 35' for the existing addition in 2019 and a new addition of 20'-8" vs 35'. This is located at 129 S Harmon Dr, legally described as Lots 65-68 of Indian Head Subdivision, City of Mitchell, Davison County, South Dakota. The property is zoned RL Lake Residential District.

9. **RECONVENE AS CITY COUNCIL: Entertain a Motion For The Board of Adjustment To Adjourn And The City Council To Reconvene In Regular Session**
10. **Hearing and Action on the following Alcohol License Application to Transfer RL-19079 Retail (on-sale) Liquor License from Anisa Deinert dba Jades, 107 North Main Street to VFW Post #2750, 215 North Main Street (Basement)**
11. **Action to Approve 2026 Official Depositories**
12. **Action to Approve Agreement #A2026-01 with designArc Group, LLC for Mitchell Fire Station**
13. **Action to Approve Agreement #A2026-02 with designArc Group, LLC for Mitchell Ice Arena Roof Replacement**
14. **Action to Approve Agreement #A2026-03, Design and Bidding for 12th & Rowley Lift Station Engineering with SPN & Associates Project #2026-14**
15. **Action to Approve Agreement #A2026-04, An Agreement Between the City of Mitchell and IAFF Mitchell Firefighters Association Local 4166, Amending the 2026-2028 Collective Bargaining Agreement**
16. **Action to Approve Resolution #R2026-01, Dissolving Tax Increment District #9**
17. **Action to Approve Resolution #R2026-02, A Resolution Amending the 2026 Compensation Plan for the City of Mitchell**
18. **Action to Approve Resolution #R2026-03, Approval of Agreement #A2026-06 with South Dakota Department of Transportation and Authorize Mayor to Sign**
19. **Action to Approve Resolution #R2026-04, Vacation of Public Right-of Way, South Hunter Street lying between East 1st Ave and East Hanson Ave**
20. **First Reading on Ordinance #O2026-01, Modifying Redevelopment Neighborhood Boundaries for Discretionary Formula Purposes**
21. **Motion to Enter into Executive Session According to SDCL 1-25-2 (3) Legal, SDCL 9-34-19 Trade Secrets or Commercial or Financial Information, and SDCL 19-19-502 Lawyer-Client Communications**
22. **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**

**December 15, 2025
6:00 P.M.**

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

ABSENT:

PRESIDING: Mayor Jordan Hanson

AGENDA:

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

- a. City Council Minutes
 - 1. City Council December 1, 2025
- b. Committee Reports
 - 1. Planning Commission November 24, 2025 (signed)
 - 2. Planning Commission December 8, 2025 (unsigned)
- c. Department Reports
 - 1. Sales Tax Collections (November)
 - 2. Finance (November)
 - 3. Building Permits (November)
 - 4. Police (November)
 - 5. Fire (November)
 - 6. Code Enforcement (November)
 - 7. Water (October/November)
- d. Automatic Supplements
 - 1. TID #16-Innovative Systems in the amount of \$48,000.00 from tax revenue
 - 2. TID #24-Performance Pets in the amount of \$43,000.00 from tax revenue
 - 3. TID #27-Fiala in the amount of \$14,000.00 from tax revenue
 - 4. TID #31-15th Street in the amount of \$9,000.00 from tax revenue
 - 5. Parks-Rec Center in the amount of \$2,800.00 from a donation of funds
 - 6. Parks-Sports Complex in the amount of \$29,000.00 from a donation of funds
- e. Raffle Permits
 - 1. South Dakota Shooting Sports Foundation with the drawing to be held on June 1, 2026
 - 2. VFW Post 2750 with the drawing to be held every Sunday in 2026
 - 3. Mitchell Community Scholarship Fund with the drawing to be held on February 23, 2026
 - 4. Pheasant Country with the drawing to be held on November 30, 2026
- f. Municipal Election to be combined with Mitchell School District and Davison County Primary

Election to be held on June 2, 2026

- g. Purchase of playground equipment including install off of Omnia contract for \$191,574.13
- h. Declare items surplus for trade-in or to be sold on Purple Wave-Golf Course
- i. 2026 Renewal of Vehicle for Hire Company Applications
 - 1. Kongo, Inc
- j. Set date for January 5, 2026 for hearing and action on the application to transfer RL-190779 Retail (on-sale) Liquor License from Anisa Deinert dba Jades, 107 N Main Street to VFW Post #2750, 215 North Main Street (Basement)
- k. Change Order #1 for West End Bridge Preservation Grant Project #2023-23 decreasing the contract amount by \$1,932.00 to SFC Civil Constructors adjust contract amount to \$207,046.80
- l. Change Order #2 for Corn Palace Murals Project #2025-40 increasing the contract amount by \$6,350.99 to Pro Contracting adjust contract amount to \$80,927.42
- m. Approval of Gas and Fuel Quotations

Howes Oil	<u>Requested Gallons</u>	<u>Bid Gallons</u>	<u>Price per Product</u>	<u>Total Bid</u>
Unleaded Gas-10% Ethanol	7,500	7,500	\$1.971	\$14,782.50
Total Bid:				\$14,782.50

n. Pay Estimates December 15, 2025

- Pay Estimate #2 in the amount of \$25,530.14 for Lake Mitchell-Phase III #2021-20 contracted to Barr Engineering
- Pay Estimate #16 in the amount of \$780,638.10 for Wastewater Treatment Plant Improvements-Phase II #2022-01 contracted to John T. Jones Construction
- Pay Estimate #17 in the amount of \$3,507.50 for Hitchcock Pickle Ball Courts #2023-14 contracted to SPN & Associates
- Pay Estimate #4 in the amount of \$4,140.94 for West End Bridge #2023-23 contracted to SFC Civil Constructors
- Pay Estimate #3 in the amount of \$10,000.00 for Airport Snow Removal #2024-22 contracted to Quality Cut Lawn
- Pay Estimate #8 in the amount of \$750.00 for 13th & Wisconsin Drainage Study #2025-08 contracted to McLaury Engineering
- Pay Estimate #4 in the amount of \$22,992.50 for Corn Palace Seating #2025-18 contracted to Bailey Metal Fabricators
- Pay Estimate #8 in the amount of \$1,273.30 for Cadwell Park Infield Improvements #2025-23 contracted to SPN & Associates
- Pay Estimate #5 in the amount of \$2,160.00 for Old Landfill Leachate Monitoring #2025-28 contracted to GeoTek Engineering
- Pay Estimate #5 in the amount of \$3,715.00 for New Landfill Monitoring #2025-29 contracted to GeoTek Engineering
- Pay Estimate #3 in the amount of \$3,580.00 for Hitchcock Tennis Courts #2025-34 contracted to SPN & Associates

Pay Estimate #3 in the amount of \$6,350.99 for Corn Palace Mural Project #2025-40 contracted to Pro Contracting

Pay Estimate #1 in the amount of \$485.22 for Water Department Maintenance Facility #2026-01 contracted to SPN & Associates

Pay Estimate #1 in the amount of \$39,094.71 for AIP '33 Revenue Producing Hangar contracted to Northern Escrow Inc. (Pro Contracting)

Pay Estimate #14 in the amount of \$3,178.18 for AIP '33 Revenue Producing Hangar contracted to Helms & Associates

Pay Estimate #11 in the amount of \$92,262.80 for AIP '34 Airport Runway 18/36 Reconstruction contracted to Helms & Associates

o. 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 NOVEMBER 23, 2025 – DECEMBER 6, 2025: City Council \$3,735.28, Mayor \$1,614.57, City Administrator \$7,241.52, Administrative Boards \$2,442.65, Attorney \$6,051.88, Finance \$18,751.28, Human Resources \$4,929.99, Municipal Building \$5,515.62, Information Technology \$4,003.08, Police \$106,475.19, Traffic \$5,330.87, Fire \$43,971.70, Street \$50,315.37 Public Works \$32,260.72, Cemetery \$6,758.33, Library \$21,298.54, Recreation & Aquatics \$8,259.95, Recreation Center \$19,491.80 Sports Complexes \$11,304.60, Parks \$18,281.30, Supervision \$4,418.10, E911 \$25,669.47, Palace Transit \$34,187.45, JVCC \$2,216.71, Nutrition \$5,184.52, Airport \$3,019.37, Water Distribution \$19,674.07, Sewer \$18,623.16, Recycling Program \$9,512.83, Waste Collection \$10,019.17, Landfill \$12,701.28, Corn Palace \$22,595.33 Golf Course \$4,514.38, Emergency Medical Services \$42,478.53

NEW HIRES:

E-911: Joseph Blankartz-\$23.615

PALACE TRANSIT: Michael Boehm-\$22.036

POLICE: Jonathan Haugaard-\$30.229

RECREATION CENTER: Macey Bessler-\$12.20

SALARY ADJUSTMENTS:

FIRE: Carter Star - \$24.449

PALACE TRANSIT: Paul Morris-\$25.555

POLICE: Seth Vanden Hoek-\$31.450

SPORTS COMPLEXES: Jesse Schlimgen-\$28.215

STREET: Jeffrey Hurt-\$30.243

TERMINATION:

LANDFILL: Megan Davids

PALACE TRANSIT: Shirley Tschetter

WARRANTS: A&B Business Solutions, Supplies-\$4,706.78; A-Ox Welding Supply, Supplies-\$178.24; Abigail Pearson, Reimbursed-\$135.00; Accounts Management, Garnishment-\$561.52; Advance Auto Parts, Supplies-\$121.64; AFSCME Council 65, Union Dues-\$520.60; Al's Engraving, Supplies-\$5.95; Amazon Capital Services, Supplies-\$1,289.36; American Garage Door, Maintenance-\$243.78; AMG-Avera Occupational Medicine, Labs-\$316.40; AT&T Mobility-Palace Transit, Utilities-\$614.63; AT&T Mobility-Police Dep, Utilities-\$1,104.95; Austreim Landscaping, Deposit-\$2,000.00; Avera Occupational Medicine, Physicals-\$579.00; Avera Queen of Peace, Supplies-\$187.77; Axon Enterprise, Computer Software-\$21,383.90; B-Y Water District, Utilities-\$64,527.44; Bailey Metal Fabricators, 2025-18A P.E. #4-\$23,100.50; Barr Engineering, 2021-20 P.E. #PH3-2-\$25,530.14; Bender Sewer & Drain, Maintenance-\$4,580.00; Big Daddy D's, Contract Services-\$2,895.00; Bohlmann, Supplies-\$995.32; Brandon Manchester, Reimbursed-\$81.00; Builders First Source, Supplies-\$511.48; Butler Machinery, Supplies-\$5,431.00; C&B Operations, Supplies-\$13.28; Carquest Auto Parts, Supplies-\$31.62; Center Point Large Print, Books-\$99.48; Century Link, Utilities-\$73.43; CHS, Repair-\$6,795.22; Cindy Roth, Travel-\$167.56; City of Mitchell, Utilities-\$29,171.38; City of Mitchell, Reimbursement-\$35.70; City of Mitchell, Hotel Tax-\$84.00; Clubhouse Hotel & Suites, Travel-\$224.00; Coborns, Contract Services-\$4,004.44; Column Software, Advertising-\$947.11; Core & Main, Supplies-\$6,933.18; County Fair, Supplies-\$1,003.25; Dakota Fluid Power, Repair-\$2,108.87; Dakota Supply Group, Supplies-\$344.82; Daktech, Supplies-\$1,810.00; Dale Star, Reimbursement-\$7.79; Daniel Fechner, Reimbursed-\$329.23; Darrington Water Conditioning, Rental-\$37.00; Davison Rural Water Systems, Utilities-\$120.60; Degen's Dock & Lift Service, Maintenance-\$200.00; Demco, Supplies-\$85.16; Department of Agriculture, Solid Waste Surcharge-\$4,493.70; Department of Social Services, Child Support-\$359.54; Elfstrand's Ace Hardware, Supplies-\$294.38; Elliott Equipment, Supplies-\$1,053.88; Etterman Enterprises, Supplies-\$329.21; Farm & Home Publishers, Books-\$98.60; Fedex, Mailing-\$23.73; Ferno-Washington, Supplies-\$1,657.81; Flats On Havens, Reimbursement Flats on Haven TID# 28-\$5,084.61; Fleetpride, Supplies-\$76.90; Flowbird America, Alarm Monitoring-\$71.00; Galls, Supplies-\$773.47; Geotek Engineering & Testing, 2025-28 P.E. #5-\$5,875.00; Groeneweg Construction, Reimbursement Fiala Housing TID #27-\$28,351.09; Helms and Associates, AIP'33 Airport P.E. #14-\$95,440.98; Henry Schein, Supplies-\$139.21; Hub International Great, Professional Services-\$6,300.00; I-State Truck Center, Supplies-\$329.11; ICan, Advertising-\$750.00; Independence Upfitters, Equipment-\$3,068.00; Ingram Library Services, Books-\$1,530.33; Intellipro Security, Maintenance-\$3,197.50; Intoximeters, Supplies-\$175.00; Iverson, Supplies-\$61.12; James Valley Landscape Solutions, Supplies-\$1,714.30; JCL Solutions, Supplies-\$61.92; John Adamo, Reimbursement Woolworth TID #29-\$3,452.23; John T Jones Construction, 2022-1 P.E. #16-\$780,638.10; Jones Supplies, Supplies-\$1,342.58; Kevin Nelson, Reimbursed-\$229.00; Lakeview Veterinary Clinic, Supplies-\$986.99; Larry's I-90 Service, Supplies-\$1,317.55; Lewis Family Drug, Supplies-\$29.91; Lexisnexis Matthew Bender, Books-\$234.10; Lookout Books,

Books-\$204.55; M&T Fire and Safety, Supplies-\$3,858.80; Mack Metal Sales, Supplies-\$759.48; Make it Mine Designs, Supplies-\$637.20; Mason Bruns, Reimbursed-\$300.00; McLaury Engineering, 2025-8 P.E. #8-\$750.00; McLeod's Printing, Supplies-\$737.68; Menard's, Supplies-\$1,020.22; Messerli & Kramer, Garnishment-\$329.69; Mettler Implement, Repair-\$1,358.01; Microsoft, Online Subscription-\$910.00; Midcontinent Communication, Advertising-\$1,941.86; Midwest Laboratories, Lab Testing-\$32.00; Midwest Oil, Supplies-\$1,146.75; Mike Bartell, Reimbursed-\$55.73; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Area Development, Reimbursement-\$210,626.03; Mitchell Concrete Product, Supplies-\$408.38; Mitchell Convention & Visitors Bureau, 2025 Entertainment Tax-\$21,875.00; Mitchell Iron & Supply, Supplies-\$473.62; Mitchell Plumbing & Heating, Supplies-\$262.83; Mitchell Telecom, Utilities-\$3,020.07; Mitchell United Way, United Way Deductions-\$141.00; Mount Vernon School District, Contract Services-\$118.00; Mueller Lumber, Supplies-\$238.27; Muth Electric, Repairs-\$16,014.21; N-Able Technologies, Software-\$105.60; Napa Central, Supplies-\$293.42; Northern Escrow, AIP '33 Airport P.E. #1-\$39,094.71; Northwestern Energy, Utilities-\$59,776.62; NTCA Group Health Program, Refunds and Reimbursements-\$19.12; One Source The Background, Screening-\$264.00; Overdrive. Ebook-\$1,527.98; Paulson Sheet Metal, Maintenance-\$1,793.88; PCC Ambulance Billing Service, Ambulance Billing-\$7,608.85; Pepsi Cola, Supplies-\$316.24; Peterbilt of Sioux Falls, Supplies-\$2,200.73; Pfeifer Implement, Supplies-\$395.72; Premier Equipment, Supplies-\$32.91; Pro Contracting, 2025-40 P.E. #3-\$10,380.63; Public Health Laboratory, Lab Testing-\$80.00; Qualified Presort Service, Postage-\$231.27; Quality Cut Lawn & Tree Service, 2024-22R P.E. #3-2025-\$10,000.00; Rinker Materials, Supplies-\$2,922.88; Runnings, Supplies-\$2,973.33; Saga Communications of South Dakota, Advertising-\$540.00; Sanford Health Occmed, Screenings-\$1,149.40; Sanitation Products, Supplies-\$707.53; South Dakota Department of Transportation, Reimbursement-\$4,000.00; South Dakota Federal Property Agency, Supplies-\$87.00; South Dakota Municipal League, Travel-\$70.00; South Dakota Redbook Fund, Sports Authority Promo-\$4,800.00; South Dakota-Supplemental, Supplemental Retirement-\$5,600.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,247.50; SFC Civil Constructors, 2023-23 P.E. #4-\$4,140.94; Sign Pro, Supplies-\$4.00; Siteone Landscape Supply, Supplies-\$2,215.76; Smart Apple Media, Books-\$104.95; SPN & Associates, 2023-14 P.E. #17-\$8,846.02; Stan Houston Equipment, Supplies-\$721.80; Standard Insurance, Life Insurance-\$446.43; Stern, Supplies-\$2,546.70; Storey Kenworthy/Matt Parr, Supplies-\$633.69; Sturdevants Auto Value Mitchell, Supplies-\$2,178.55; Subway, Planning Meals-\$116.87; Sun Gold Sports, Supplies-\$276.43; Tayden Mathis, Water Refund-\$181.17; Teamsters Local No. 120, Union Dues-\$1,541.00; The Dugout, Contract Services-\$3,081.00; The Penworthy, Books-\$528.90; Thomson Reuters West, Subscription-\$1,314.00; Thune True Value & Appliance, Supplies-\$54.21; Titze Electric & Remodeling, Maintenance-\$725.33; Toter, Supplies-\$2,441.00; Traditions Prepared Meals, Supplies-\$4,843.76; Traf-Sys, Supplies-\$240.00; Transource, Repairs-\$2,296.17; Transwest Sioux Falls, Supplies-\$5,722.98; UL LLC, Professional Service-\$6,149.00; UPS Store #4227, Postage-\$172.59; Verizon Wireless, Utilities-\$645.33; Vern Eide Ford, Supplies-\$65.00; Vestis, Supplies-\$345.30; William Lutjen, Reimbursed-\$19.06; Authorize Net, Credit Card-\$240.00; Wellmark of South Dakota, Administration, Prescription, Medical-\$155,805.04; Wameworks, Expense Posting-\$2,797.60; Global Payments, Credit Card-\$28,114.91; Clover, Credit Card-\$1,677.67; US Bank, Refunding Bonds-\$778,828.75; CSG Forte Payments, Credit Cards-\$521.16; First Dakota National Bank, Bond Payment-\$11,254.21

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

CONSIDER APPROVAL:

Moved by Tjarks, seconded by Goldammer, to approve the request from Jensen Design Build for reimbursement for demolition fees at the Mitchell Regional Landfill in the estimated amount of \$1,920.00. Motion carried.

Moved by Goldammer, seconded by Barington, to approve the amendment request letter to the South Dakota Board of Water and Natural Resources for the Consolidated Water Facilities Construction Program Grant Agreement, #A2022-26, Project #2022-01. Motion carried.

Moved by McCardle, seconded by Goldammer, to approve Amendment #1 to Agreement #A2025-56, Water Department Distribution Building Project #2026-01 with Ciavarella Design in the amount of \$6,500.00. Motion carried.

Moved by Smith, seconded by Tjarks, to approve Agreement #A2025-71, Use of Fuel Tax Funds with SD Department of Transportation Air, Rail, and Transit in the amount of \$4,000.00. Motion carried.

Moved by McCardle, seconded by Tjarks, to approve Agreement #A2025-72, Contract for E911 Services between Mitchell and Surrounding Communities. Motion carried.

Moved by Sabers, seconded by Goldammer, to approve Agreement #A2025-73, Release of Easement for 1016 West Williams Avenue. Bathke abstained. Motion carried.

RESOLUTIONS:

Moved by Goldammer, seconded by McCardle, to approve Resolution #R2025-82, Plat of Lot 53 of Maui Farms Second Addition, as follows:

RESOLUTION #R2025-82

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 8th day of December, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 53 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 53 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Sabers, seconded by Goldammer, to approve Resolution #R2025-83, Plat of Lot 5, Block 3 of Westwood First Addition, as follows:

RESOLUTION #R2025-83

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 8th day of December, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 5, BLOCK 3 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 5, BLOCK 3 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Smith, seconded by McCardle, to approve Resolution #R2025-84, Plat of Lot 1 of Haring Addition, as follows:

RESOLUTION #R2025-84

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 8th day of December, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT 1 OF HARING ADDITION IN THE SW 1/4 OF THE NW 1/4 AND IN THE NW 1/4 OF THE SW 1/4, ALL IN SECTION 32, T

104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOT 1 OF HARING ADDITION IN THE SW 1/4 OF THE NW 1/4 AND IN THE NW 1/4 OF THE SW 1/4, ALL IN SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Bathke, to approve Resolution #R2025-85, Plat of Lots BC and D, Block 5, Sunnyside Addition, as follows:

RESOLUTION #R2025-85

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 8th day of December, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOTS BC AND D, BLOCK 5, SUNNYSIDE ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF LOTS BC AND D, BLOCK 5, SUNNYSIDE ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Barington, to approve Resolution #R2025-86, Plat of Lot A in Block 3 of Mitchell Christian Addition, as follows:

RESOLUTION #R2025-86

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 8th day of December, 2025; and

WHEREAS, it appears from an examination of the PLAT OF LOT A IN BLOCK 3 OF MITCHELL CHRISTIAN ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Joseph A. Poppenga, 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 A IN BLOCK 3 OF MITCHELL CHRISTIAN ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Joseph A. Poppenga, 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 McCardle, to approve Resolution #R2025-87, SRF Application for 13th & Wisconsin Drainage Project and Authorize Mayor to Sign, as follows:

RESOLUTION #R2025-87

RESOLUTION AUTHORIZING AN APPLICATION FOR FINANCIAL ASSISTANCE, AUTHORIZING THE EXECUTION AND SUBMITTAL OF THE APPLICATION, AND DESIGNATING AN AUTHORIZED REPRESENTATIVE TO CERTIFY AND SIGN PAYMENT REQUESTS.

WHEREAS the City of Mitchell (the "City") has determined it is necessary to proceed with the **13th Avenue Improvements Project** (the "Project"); and

WHEREAS the City has determined that financial assistance will be necessary to undertake the Project and an application for the additional financial assistance to the South Dakota Board of Water and Natural Resources is being prepared; and

WHEREAS it is necessary to designate an authorized representative to execute and submit the Application on behalf of the City and to certify and sign payment requests in the event financial assistance is awarded for the Project,

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby approves the submission of a Clean Water SRF application for financial assistance in an amount not to exceed **\$1,560,000** to the South Dakota Board of Water and Natural Resources for the Project.
2. The Mayor is hereby authorized to execute the Application and submit it to the South Dakota Board of Water and Natural Resources, and to execute and deliver such other documents and perform all acts necessary to effectuate the Application for financial assistance.
3. The Mayor is hereby designated as the authorized representative of the City to do all things on its behalf to certify and sign payment requests in the event financial assistance is awarded for the Project.

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Barington, to approve Resolution #R2025-88, Contingency Transfers for FY2025, as follows:

**RESOLUTION #R2025-88
CONTINGENCY TRANSFER**

WHEREAS, the City of Mitchell has included in the 2025 Annual Budget a contingency item which may be appropriated by resolution of the governing board to any other appropriation amount that is deemed insufficient during the year, and

WHEREAS, the budget item for the following is insufficient and it was deemed necessary that appropriation be transferred for the 2025 budget, as follows:

**GENERAL FUND
CITY COUNCIL**

101-41110-42300	Legal Publications	\$3,000
101-41110-42710	SDML Dues	\$ 150

ELECTION

101-41300-42900	Election (publications)	\$ 500
-----------------	-------------------------	--------

INSURANCE & BONDS

101-41460-42110	Liability, Property Insurance	\$35,000
101-41460-42111	Liability Claims	\$10,000

MUNICIPAL BUILDINGS

101-41920-41100	Salaries	\$45,000
101-41920-42100	Insurance- Storage Building	\$1,000
101-41920-42620	Supplies	\$500

342

101-41920-42811	Utilities Telephone	\$9,000
101-41920-43410	Repairs- City Hall	\$5,000

INFORMATION TECHNOLOGY

101-41935-42850	Utilities & Telephone	\$16,000
101-41935-42920	Computer Software	\$6,000

STORM DRAINAGE

101-43150-42200	Professional Services- FEMA Mapping	\$28,000
101-43150-43319	Spruce Street RR Crossing	\$6,500

ANIMAL CONTROL

101-44120-42500	Repairs	\$500
101-44120-42900	Impounding Dogs	\$500

TRANSFERS OUT

101-49000-51101	Transfer to Park	\$50,000
101-49000-51105	Transfer to Corn Palace	\$275,000

COMMUNITY SERVICES FUND **PALACE TRANSIT**

218-45150-42510	Accident Repair	\$7,200
-----------------	-----------------	---------

PARK FUND **RECREATION & AQUATICS**

201-45110-42850	Utilities- Aquatics	\$10,000
-----------------	---------------------	----------

REC CENTER

201-45140-42800	Utilities	\$39,000
-----------------	-----------	----------

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Smith, to approve Resolution #R2025-89, Application to the South Dakota Department of Transportation Bridge Improvement Grant Program, as follows:

Resolution #R2025-89

**BRIDGE IMPROVEMENT GRANT PROGRAM
AUTHORIZING SUBMISSION OF APPLICATION
City of Mitchell**

WHEREAS the City of Mitchell wishes to submit an application for consideration of award for the Bridge Grant Program:

Str. No. 18-129-060 – City of Mitchell on Harmon Drive Over Lake Mitchell Canal

AND WHEREAS the City of Mitchell agrees to pay the 20% match on the Bridge Improvement Grant funds and 100% ineligible expenses;

AND WHEREAS the City of Mitchell hereby authorizes the Bridge Improvement Grant application and any required funding commitments.

NOW THEREFORE BE IT RESOLVED that the South Dakota Department of Transportation be and hereby is requested to accept the attached Bridge Improvement Grant application.

Motion carried and resolution declared duly adopted.

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 _____.

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:	January 5, 2026	Requested By:	Dean Knippling
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Donation of Suppressors in Exchange for Officers Used in Promotional Video		
Explanation/Background of Agenda Item Requested:	The Mitchell Police Department is seeking authorization to accept a donation of ten (10) BANISH .223 Suppressors from Silencer Central in exchange for Officers with the Department being used in a promotional video for their company. The value of the suppressors is \$849 each for a total value of \$8490.00. For the produced filmed footage, Silencer Central commits to fully blurring the patches and insignias implicating association with the City of Mitchell or any other identifying markers to maintain privacy. Silencer Central will provide all guns used for filming.		

SWAT Team Participation

- Your team will provide **2–4 models** (ideally 4).
- Access to use of your **training building** (old office space) located at 1515 N Sanborn Blvd, Mitchell, SD 57301.

Wardrobe

- Please confirm if we can incorporate **both full SWAT gear and off-duty clothing** for variety in the shoot. For produced filmed footage, we commit to fully blurring the SWAT team patches, insignias implicating association with the City of Mitchell or any other identifying markers to maintain privacy.
 - Note: Off duty clothing preference is street clothes, nothing overtly tactical. Hoodies, flannels, vests, jackets, tees, jeans, khakis, etc., all A-ok. We just prefer solid colors or simple patterns, no stark graphics.

Details related to Video Shoot:

- **Firearms for filming:** We will supply **4 guns** for the shoot.
 - Guns will be 12.5" barreled AR-style carbines in .223/5.56 from LWRCI with Streamlights and Aimpoints
- **Suppressors for filming:**
 - Suppressors will be a currently unreleased hard-use 5.56 can with controlled-flow technology.
- **Donation Value:** MSRP for **ten BANISH .223 cans** (for reference and transparency).
 - Donation will be 10 of these new suppressors, valued at \$849 each, \$8,490 together.
- **Schedule:** Please share available dates/times that work for your team/volunteers. Note, we are happy to expand timeframe to accommodate schedules, so please don't hesitate to offer alternative date/times.
 - Suggested Dates:
 - Tuesday, January 6th
 - Wednesday, January 7th
 - Thursday, January 8th
 - Duration Expected: 2 Hours

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
Project No. A-9432

ORDER NO.

1

DATE:

December 15, 2025

AGREEMENT DATE:

June 9, 2025

NAME OF PROJECT:

Revenue Producing Hangar

Mitchell Municipal Airport

AIP #3-46-0037-033-2025

A-9432

Bid Schedule A, B, A1, B1, B2, B3

OWNER:

City of Mitchell, South Dakota

CONTRACTOR:

Pro Constracting

The following changes are hereby made to the CONTRACT DOCUMENTS:

This Change Order adjusts the completion dates based on the long lead time for the building package to be delivered.

Justification for Bid Schedule A and Alternate Bid Schedule A1

Change to CONTRACT PRICE:

Original CONTRACT PRICE	\$1,271,327.36
Current CONTRACT PRICE adjusted by previous Change Order	\$1,271,327.36
The CONTRACT PRICE due to this CHANGE ORDER is Increased by:	\$0.00
The CONTRACT PRICE due to this CHANGE ORDER is Decreased by:	\$0.00
The new CONTRACT PRICE including this CHANGE ORDER will be	\$1,271,327.36

Summary of Contract:

Change to CONTRACT PRICE:

\$0.00

Original CONTRACT PRICE	\$1,271,327.36
The new CONTRACT PRICE including this CHANGE ORDER will be	\$1,271,327.36

Change to CONTRACT TIME:

The CONTRACT TIME will be (decreased) (increased) by 169 / 169 calendar days.

The date of building completion will be May 18, 2026 (date).

The date for completion of all Work will be May 18, 2026 (date).

Approvals Required:

To be effective this Order must be approved by the Owner and SD Office of Air, Rail, and Transit.

Recommended by:

Brooke Edgar
Helms and Associates - Consulting Engineer

December 15, 2025

Date:

Ordered by:

Cl Kan
Pro Constracting

12-15-25

Date:

Agreed to by:

City of Mitchell, South Dakota

Date:

Approved by:

Program Manager - Office of Air, Rail, and Transit

Date:

Change Order No. 1
Owner City of Mitchell, South Dakota
Mitchell Municipal Airport
Project No A-9432

Issue Date December 15, 2025
Contractor Pro Contracting

Justification for the Construction Change Order

This Change Order adjusts the completion dates based on the long lead time for the building package to be delivered.

Cost Reasonableness

There are no cost changes associated with this Change Order.

Consequences of Change Order

No anticipated consequences

Funding Review

IIJA 3-46-0037-033-2025

Original Construction Cost (Bid Schedule A, B, A1)	\$ 987,977.09	Current Construction Cost (Bid Schedule A, B, A1)	\$ 987,977.09
Original Engineering Cost	\$ 109,443.68	Current Engineering Cost	\$ 109,443.68
Original Estimated Utility Relocation Costs	\$ 20,000.00	Current Estimated Utility Relocation Costs	\$ 20,000.00
Original Administration Cost	\$ 9,579.23	Current Estimated Administration Cost	\$ 9,579.23
Original Total Project Cost	\$ 1,127,000.00	Current Anticipated Total Project Cost	\$ 1,127,000.00
Original Federal Share (95%)	\$ 1,070,650.00	Original Federal Share (95%)	\$ 1,070,650.00
Original City Share	\$ 56,350.00	Current City Share	\$ 56,350.00

Non-FAA Eligible Expenses

Original Construction Cost (Bid Schedule B2 and B3)	\$ 51,832.75	Current Construction Cost (Bid Schedule B2 and B3)	\$ 51,832.75
Original City Share	\$ 51,832.75	Current City Share	\$ 51,832.75

Anticipated IIJA 3-46-0037-034-2026

Original Bid Schedule B1 Cost	\$ 231,517.52	Current Bid Schedule B1 Cost	\$ 231,517.52
Original Administration Cost	\$ 3,482.48	Current Estimated Administration Cost	\$ 3,482.48
Original Total Project Cost	\$ 235,000.00	Current Anticipated Total Project Cost	\$ 235,000.00
Original Federal Share (95%)	\$ 223,250.00	Original Federal Share (95%)	\$ 223,250.00
Original City Share	\$ 11,750.00	Current City Share	\$ 11,750.00

This change order will not require an amendment to the Grant Agreement, as it is expected the engineering costs will still be under the contracted amount as the contractor progresses forward with the project.

It is not anticipated that this change will negatively effect engineering, construction management, or inspection costs.

Conformance to AIP Standards and Regulations

This change order does not impact the project's conformance to AIP standards and regulations.

Date Received: _____
Date Issued: _____

Uniform Alcoholic Beverage License Application

License No. RL-5353

A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name FUPA Adventures LLC		Phone Number 605-656-0010	
Address 512 S. Sanborn Blvd.	City Mitchell	State SD	Zip 57301

B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name Double D's		Phone Number 605-656-0010	
Address 512 S. Sanborn Blvd.	City Mitchell	State SD	Zip 57301

C. INDICATE CLASS OF LICENSE BEING APPLIED FOR (Submit separate application for each class of license).

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

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? (If yes, please list on additional sheet)	☒ YES ☐ NO

Is place of business 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
Are you of good moral character having never been convicted of a felony?	☒ YES ☐ NO

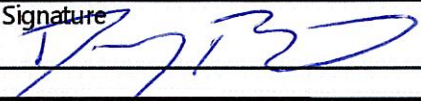
D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description: L9, ex S. 15', L 10-12, B10
Van Eps Adt, Mitchell, Davison Co, SD

E. State Sales Tax Number 1042-7199-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 correct; that the said applicant complies with all of the statutory requirements for the class of license being applied 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 December 10, 2025	Print Name Doug Backlund	Signature 
---------------------------	-----------------------------	---

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

FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date
--------------------------	------

Renewal—no public hearing held: ☐
Establishment is ineligible for video lottery: ☐
Amount of fee collected with application: \$_____
Amount of fee retained: \$_____
Forwarded with application: \$_____

If disapproved, endorse reason thereon and return to applicant

Uniform Alcoholic Beverage License Application
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC FUPA Adventures LLC		
Address of office and principal place of business of corporation/partnership/LP/LLC 2201 E. 1st Ave.		
City Mitchell	State SD	Zip Code 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 Backlund	Member	2201 E. 1st Ave.	Self Employed
David D. Backlund	Member	2601 E. 1st Ave.	Self-Employed

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 #	Financial Interest Held	Address of Business Location
Doug Backlund	Malt-Beverage	RB-2169	Owner of LAB LLC	501 S. Sanborn Blvd., Mitchell

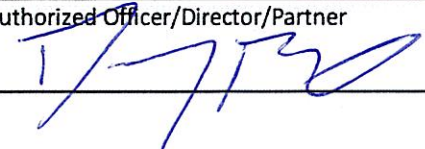
Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc.?

--

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 that 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 12/10/2025
---	--------------------

AFFIDAVIT OF TRANSFER/SALE

STATE OF SOUTH DAKOTA)
):SS
COUNTY OF DAVISON)

LAB, LLC, a South Dakota limited liability company, by and through its sole Member, Doug Backlund, being first duly sworn on oath deposes and says: That on the 10th day of December 2025, LAB, LLC is the owner of a retail on-sale liquor license situated at 501 S. Sanborn Blvd., Mitchell, Davison County, South Dakota and that on the said date it made a transfer/sale of South Dakota retail on-sale liquor license no. RL-5353 to FUPA Adventures LLC, a South Dakota limited liability company, d/b/a Double D's of 512 S. Sanborn Blvd., Mitchell, Davison County, South Dakota.

LAB, LLC

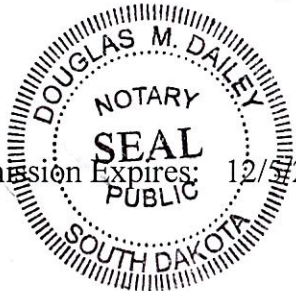
By: 
Doug Backlund
Its: Member

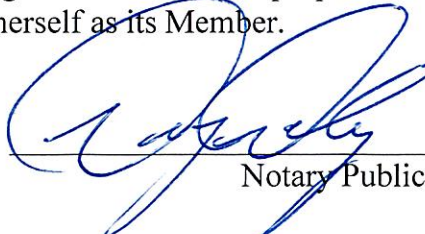
STATE OF SOUTH DAKOTA
 SS
COUNTY OF DAVISON

On this the 10th day of December 2025, before me, the undersigned officer, personally appeared Doug Dailey, who acknowledged himself to be the sole member of LAB, LLC, a South Dakota limited liability company, and that he as such being authorized to do so, executed the forgoing instrument for the purposed therein contained, by signing the name of the company by herself as its Member.

(Seal)

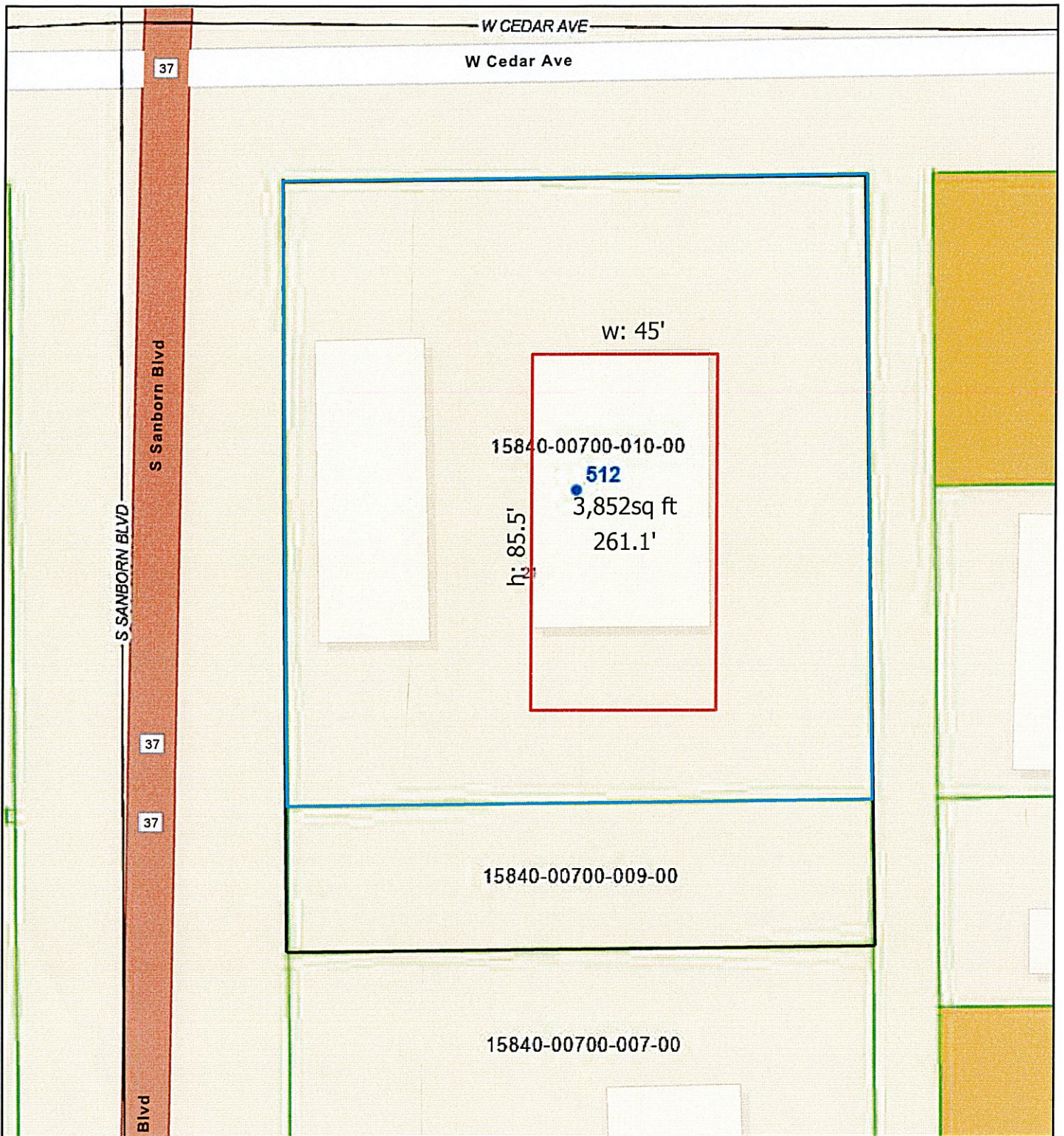
My Commission Expires: 12/31/2027




Notary Public

AFFIDAVIT
Page 1 of 1

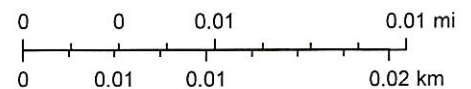
DAVISON COUNTY WEB VIEWER



12/11/2025, 8:37:00 AM

1:564

- ADDRESS POINT
- PARCEL
- ROADS
- SECTION
- GOOD SALES
- TOWNSHIP
- 2022
- MITCHELL CITY LIMITS



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



December 16, 2025

TO: MAYOR & CITY COUNCIL

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

A Transport load quantity quote was taken for 4,000 gallons of "blended" off road diesel and 3,900 gallons of "blended" on road diesel.

<u>Midway Service/Vollan Oil</u>		Requested Bid Gallons	Price per Gallons	Total Bid Gallon	Per Product
On Road Diesel- #2	1200	0	\$0	\$ 0	
On Road Diesel- #1	1200	0	\$0	\$ 0	
					Sub Total: \$0
Off Road Diesel- #2	2550	0	\$0	\$ 0	
Off Road Diesel- #1	2550	0	\$08	\$ 0	
					Sub Total: \$0
Unleaded Gas	0	0	\$0	\$0	
Unleaded Gas-10% Ethanol	0	0	\$	\$0	
					Total Bid: \$0
<u>Howe's Oil Company</u>					
On Road Diesel- #2	1200	1200	\$2.348	\$ 2,817.60*	
On Road Diesel- #1	1200	1200	\$3.440	\$ 4,128.00*	
					Sub Total: \$6,945.60*
Off Road Diesel- #2	2550	2550	\$2.073	\$ 5,286.15*	
Off Road Diesel- #1	2550	2550	\$3.165	\$ 8,070.75*	
					Sub Total: \$13,356.90*
Unleaded Gas	0	0	\$0	\$ 0	
Unleaded Gas-10% Ethanol	0	0	\$0	\$ 0	
					Total Bid: \$20,302.50*

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

Sincerely, 
 Kevin Roth
 Street & Sanitation Superintendent

PAY ESTIMATES FOR JANUARY 5, 2026

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
Infrastructure Design Group	#2020-20 Ground Storage Tank - Piping	#66	\$ 15,154.84	\$ 1,564,545.43	\$ 1,628,242.34
Houston Engineering Inc.	#2021-20 Lake Mitchell PMF Study	#1	\$ 49,005.00	\$ 49,005.00	\$ 98,413.00
GeoTek Engineering & Testing	#2021-31 North WWTP Improvements	#21	\$ 2,897.50	\$ 107,663.65	
SPN & Associates	#2021-45 Highway #37 Utility -Water	#59	\$ 1,523.52		
SPN & Associates	#2021-45 Highway #37 Utility -Sewer	#60	\$ 726.56	\$ 258,768.98	\$ 280,000.00
HDR Engineering Inc.	#2022-1 WWTP -Phase II - South Plant	#35	\$ 51,072.26	\$ 2,297,082.60	\$ 2,328,860.00
Rexwinkkel Concrete, Inc.	#2022-1 WWTP -Phase II - South Plant	#1	\$ 35,000.00	\$ 35,000.00	\$ 46,000.00
GeoTek	#2022-1 South WWTP - Phase II - Schedule A	#15A	\$ 5,572.50	\$ 61,578.00	\$ 70,350.00
SPN & Associates	#2022-3 23rd & Ohlman Lift Station Replacement	#27	\$ 3,292.50	\$ 92,178.55	\$ 112,500.00
Planning & Dev. District III	#2023-3 Marina Improvements	#2	\$ 12,500.00	\$ 25,000.00	\$ 25,000.00
SPN & Associates	#2023-6 North Harmon Sanitary Sewer Outfall	#29	\$ 1,372.49	\$ 271,259.46	\$ 619,000.00
SPN & Associates	#2023-16 Ohlman & S. Harmon Lift Station	#26	\$ 3,408.57	\$ 77,322.39	\$ 96,900.00
Brosz Engineering	#2023-23 West End Bridge (BIG Grant)	#15	\$ 1,025.00	\$ 64,165.00	\$ 106,400.00
Mitchell Area Dev. Corporation	#2024-35 Ridgeview on Foster Lift Station	#1	\$ 199,880.00	\$ 199,880.00	\$ 199,880.00
AES2	#2024-37 Mitchell Water Distribution System Model	#13	\$ 1,103.00	\$ 21,694.50	\$ 30,000.00
SPN & Associates	#2025-1 North Ohlman 23rd to Kemper	#11	\$ 3,408.57	\$ 207,681.75	\$ 245,000.00
HDR Engineering	#2025-3 FEMA Risk Management Plan	#4	\$ 2,810.00	\$ 13,590.00	\$ 27,645.00
SPN & Associates	#2025-34 Hitchcock Tennis Courts Recon&Lighting	#4	\$ 6,953.52	\$ 14,863.92	\$ 52,700.00
Siteworks	#2025-42 Lake Shore Development - TIF	#2	\$ 14,994.29	\$ 196,221.76	\$ 196,221.76
Clavarella Design, Inc.	#2026-1 Water Dept. Maintenance Facility	#2	\$ 50,155.00	\$ 78,815.00	\$ 143,300.00
	TOTALS		\$ 461,855.12	\$ 5,636,315.99	\$ 6,306,412.10

Prepared by Deb Hanson-Sudbeck

PACKET : 07631 07632 07633 07634
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 1110 CITY COUNCIL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03498	COLUMN SOFTWARE PBC					
		I-35882B15-0274	101-41110-42300	LEGAL PUBLICA 12.01.2025 REGULAR MEETING MIN	209707	242.50
		I-35882B15-0276	101-41110-42300	LEGAL PUBLICA 13TH AVE PUBLIC HEARING NOTICE	209707	17.37
		I-35882B15-0279	101-41110-42300	LEGAL PUBLICA 12.20&24 GENERAL PUBLIC NOTICE	209707	30.71
		I-35882B15-0281	101-41110-42300	LEGAL PUBLICA 12.20.25 GENERAL PUBLIC NOTICE	209707	475.38
DEPARTMENT 1110 CITY COUNCIL						TOTAL: 765.96

PACKET : 07631 07632 07633 07634

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1220 CITY ADMINISTRATOR

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08815	STEPHANIE ELLWEIN					
		I-12312025	101-41220-42800	UTILITIES-TEL 2025 4TH QTR CELL PHONE	209723	45.00
DEPARTMENT 1220 CITY ADMINISTRATOR						TOTAL: 45.00

PACKET : 07631 07632 07633 07634

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1230 ADMINISTRATIVE BOARDS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10597	AARON HIEB					
		I-12312025	101-41230-42800	UTILITIES-TEL 2025 4TH QTR CELL PHONE	209747	45.00
DEPARTMENT 1230 ADMINISTRATIVE BOARDS TOTAL:						45.00

PACKET : 07631 07632 07633 07634

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
01-02880	THUNE TRUE VALUE & APPL					
		I-A610543	101-41420-42600	SUPPLIES & MA BATTERIES	209830	19.99
01-04361	MICHELLE BATHKE					
		I-12312025	101-41420-42800	UTILITIES - T 2025 4TH QTR CELL PHONE	209691	45.00
01-09703	AMAZON CAPITAL SERVICES					
		I-13F4-QQNJ-PV14	101-41420-42600	SUPPLIES & MA TYPEWRITER RIBBON,STAPLER	000045	33.10
		I-1NFP-YMT4-GGHV	101-41420-42600	SUPPLIES & MA OFFICE CHAIR MATS	000045	192.45
				DEPARTMENT 1420 FINANCE	TOTAL:	290.54

PACKET : 07631 07632 07633 07634

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1440 HUMAN RESOURCES

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04779	AVERA OCCUPATIONAL MEDI					
		I-00128628-00	101-41440-42231	EMPLOYEE PHYS PHYSICALS, DRUG SCREENINGS	209689	2,185.00
01-06686	LIZ KITCHENS					
		I-12312025	101-41440-42800	UTILITIES 2025 4TH QTR CELL PHONE	209765	45.00
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	2,230.00

PACKET : 07631 07632 07633 07634

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 1920 MUNICIPAL BUILDINGS

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00517	MELISSA HOBAUGH					
		I-12312025	101-41920-42800	UTILITIES - T 2025 4TH QTR CELL PHONE	209748	33.75
01-06866	QUINCY SALMEN					
		I-12312025	101-41920-42800	UTILITIES - T 2025 4TH QTR CELL PHONE	209809	45.00
01-09978	KEVIN DYKES					
		I-12312025	101-41920-42800	UTILITIES - T 2025 4TH QTR CELL PHONE	209721	45.00
DEPARTMENT 1920 MUNICIPAL BUILDINGS					TOTAL:	123.75

PACKET : 07631 07632 07633 07634

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
=====						
01-08827	ANDREW SCHNEIDER					
		I-12312025	101-41935-42850	UTILITIES/TEL 2025 4TH QTR CELL PHONE	209812	45.00
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						45.00

PACKET : 07631 07632 07633 07634

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
01-00809	GALLS LLC					
		I-033429322	101-42110-42640	UNIFORM ALLOW URBAN HANDCUFFS,EAR TUBE,PULLO	209728	225.90
		I-033447422	101-42110-42640	UNIFORM ALLOW URBAN GLOVES	209728	31.71
		I-033447896	101-42110-42640	UNIFORM ALLOW P ARNOLD PANTS	209728	189.78
01-01590	MCLEOD'S PRINTING					
		I-89412	101-42110-42600	SUPPLIES UNIFORM TRAFFIC TICKETS	209772	349.00
01-02684	STREICHER'S - MINNEAPOL					
		I-I1799588	101-42110-42640	UNIFORM ALLOW NAME TAGS	209824	11.99
01-03518	HUNTER HEATING & COOLIN					
		I-632	101-42110-42200	PROFESSIONAL 2ND & 4TH QUARTERLY MAINTENANC	209752	759.00
01-09349	HOWES OIL CO					
		I-369063	101-42110-42610	GAS OIL TIRES UNLEADED GAS	209751	4,189.51
01-09568	INDEPENDENCE UPFITTERS					
		I-INV-1066	101-42110-43400	MACHINERY AND UPFIT CHARGE 2025 EXPLORER	209754	4,000.00
		I-INV-1067	101-42110-43400	MACHINERY AND UPFIT CHARGE 2025 F150 RESPOND	209754	4,420.00
		I-INV-1068	101-42110-43400	MACHINERY AND DECOMMISSION EXPLORER 614	209754	800.00
01-09714	SAWYER GIBSON					
		I-12292025	101-42110-42640	UNIFORM ALLOW BOOTS REIMBURSED	209733	238.61
01-10486	AT&T MOBILITY - POLICE					
		I-9001X12232025	101-42110-42800	TELEPHONE ACCT #287283989001	209688	1,071.97
				DEPARTMENT 2110 POLICE DEPARTMENT	TOTAL:	16,287.47

PACKET : 07631 07632 07633 07634
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 2130 TRAFFIC DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2194921	101-42130-42640	UNIFORMS HARVEY PANTS,RAY HELMET LINER	209806	79.98
01-01830	NORTHWESTERN ENERGY					
		I-2581249-6.12.25	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	209789	28.59
		I-2581251-2.12.25	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	209789	26.34
		I-2581252-0.12.25	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	209789	32.32
		I-2581521-8.12.25	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	209789	147.95
		I-2583138-9.12.25	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	209789	14.42
		I-2583139-7.12.25	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	209789	13.87
		I-2583145-4.12.25	101-42130-42810	UTILITIES-TRA 1522 W UNIVERSITY AVE	209789	13.68
		I-2583147-0.12.25	101-42130-42810	UTILITIES-TRA 310 W NORWAY	209789	14.24
		I-2583319-5.12.25	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	209789	125.71
		I-2583840-0.12.25	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	209789	148.48
		I-2719916-5.12.25	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE EMERGENCY	209789	29.33
		I-2745956-9.12.25	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	209789	30.26
		I-2784889-4.12.25	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	209789	13.68
		I-2784890-2.12.25	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	209789	13.68
		I-2943370-3.12.25	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR TRAFFIC	209789	89.70
		I-3045379-9.12.25	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	209789	13.12
		I-3045401-1.12.25	101-42130-42810	UTILITIES-TRA 921 N CAPITAL	209789	13.12
01-06845	RAYMOND DEAN					
		I-12312025	101-42130-42820	TELEPHONE 2025 4TH QTR CELL PHONE	209716	45.00
01-09349	HOWES OIL CO					
		I-369063	101-42130-42610	GAS, OIL, TIR UNLEADED GAS	209751	303.13
				DEPARTMENT 2130 TRAFFIC DEPARTMENT	TOTAL:	1,196.60

PACKET : 07631 07632 07633 07634

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 2200 FIRE DEPARTMENT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00809	GALLS LLC					
		I-033429322	101-42200-42640	UNIFORMS CODY BOOTS	209728	72.37
01-01830	NORTHWESTERN ENERGY					
		I-2583799-8.12.25	101-42200-42810	UTILITIES 201 W 1ST AVE FIRE	209789	4,676.23
01-03518	HUNTER HEATING & COOLIN					
		I-632	101-42200-42200	PROFESSIONAL 2ND & 4TH QUARTERLY MAINTENANC	209752	474.38
01-07045	ZACH DALRYMPLE					
		I-12292025	101-42200-42640	UNIFORMS GLOVES REIMBURSED	209712	56.45
		I-12312025	101-42200-42800	TELEPHONE 2025 4TH QTR CELL PHONE	209712	45.00
01-08176	LUKE RUMI					
		I-12312025	101-42200-42800	TELEPHONE 2025 4TH QTR CELL PHONE	209805	45.00
01-09046	SHANNON SANDOVAL					
		I-12312025	101-42200-42800	TELEPHONE 2025 4TH QTR CELL PHONE	209810	45.00
01-09326	DAN POLLREISZ					
		I-12312025	101-42200-42800	TELEPHONE 2025 4TH QTR CELL PHONE	209797	45.00
01-09349	HOWES OIL CO					
		I-369063	101-42200-42610	GAS & OIL UNLEADED GAS	209751	153.17
		I-370165	101-42200-42610	GAS & OIL ON ROAD FUEL	209751	414.68
		I-370166	101-42200-42610	GAS & OIL ON ROAD FUEL	209751	282.57
01-09879	TIFFANY BOEHMER					
		I-12312025	101-42200-42800	TELEPHONE 2025 4TH QTR CELL PHONE	209696	45.00
01-10451	COLE PALMER					
		I-12232025	101-42200-42640	UNIFORMS BOOTS REIMBURSED	209793	28.70
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	6,383.55

PACKET : 07631 07632 07633 07634

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
01-00262	GREAT WESTERN TIRE CO					
		I-1-668312	101-43100-42500	REPAIRS TRUCK TIRES	209736	2,520.88
01-00283	GAVYN DEGEN					
		I-12262025	101-43100-42650	UNIFORMS JEANS REIMBURSED	209717	24.99
01-00424	RUNNINGS SUPPLY INC					
		I-2179077	101-43100-42600	SUPPLIES RATCHET STRAPS,BRUSHES	209806	58.02
		I-2181591	101-43100-42650	UNIFORMS HANTEN JEANS,LOGOD JACKET	209806	231.86
		I-2185770	101-43100-42500	REPAIRS BOLTS,NUTS,WASHERS,SHAFT COLLR	209806	79.03
		I-2185847	101-43100-42500	REPAIRS BOLTS,NUTS,WASHERS	209806	29.83
01-01198	SIGN PRO					
		I-76112	101-43100-42650	UNIFORMS LOGOING FEES	209819	170.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815067205	101-43100-42500	REPAIRS BATTERY,WIPER BLADES,FILTERS	209826	235.58
		I-815067616	101-43100-42500	REPAIRS FUEL,AIR,OIL FILTERS,LAMPS	209826	1,104.89
01-01830	NORTHWESTERN ENERGY					
		I-2576521-5.12.25	101-43100-42800	UTILITIES 1405 W 8TH AVE	209789	1,076.38
01-02489	NORTHERN TRUCK EQUIP CO					
		I-SFI041367	101-43100-43419	DUMP TRUCK SNOWPLOW,LIFT CYLINDER	209788	18,900.00
01-02527	TRANSOURCE					
		I-41P67477	101-43100-42600	SUPPLIES FLANGE SCREW	209833	34.98
		I-41P67906	101-43100-42600	SUPPLIES BOLT ON EDGE,SQUARE SCREW,NUT	209833	1,711.67
		I-41P67976	101-43100-42600	SUPPLIES TESTING NIPPLE	209833	120.16
01-02679	MENARD'S INC					
		I-97600	101-43100-42600	SUPPLIES WRENCH,DPIMPSKT,KLEENEX	209774	68.04
01-03884	COMMERCIAL ASPHALT INC					
		I-0022366-IN	101-43100-42620	ASPHALT MIX HOT MIX	209708	660.65
01-04081	STEVE ANDERSON					
		I-12312025	101-43100-42800	UTILITIES 2025 4TH QTR CELL PHONE	209687	45.00
01-04440	NATE HEGG					
		I-12312025	101-43100-42800	UTILITIES 2025 4TH QTR CELL PHONE	209744	45.00
		I-NATE 25-01	101-43100-42661	MECHANICS TOO METRIC IMPACT SOCKETS REIMB	209744	350.00
01-06818	STERN					
		I-0487872-IN	101-43100-42600	SUPPLIES MOBIL OIL,BARSOL	209823	1,740.89
01-08339	I-STATE TRUCK CENTER					
		I-C261399804:01	101-43100-42500	REPAIRS SOL VALVE	209753	224.02

PACKET : 07631 07632 07633 07634

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
01-08380	PETERBILT OF SIOUX FALL					
		I-A736640	101-43100-42500	REPAIRS VALVE GASKET, VALVE COVER	209794	54.70
01-08558	KEVIN ROTH					
		I-12312025	101-43100-42800	UTILITIES 2025 4TH QTR CELL PHONE	209804	45.00
01-09349	HOWES OIL CO					
		I-369063	101-43100-42610	GAS UNLEADED GAS	209751	567.61
		I-370165	101-43100-42610	GAS OFF ROAD FUEL	209751	6,341.43
		I-370165	101-43100-42610	GAS ON ROAD FUEL	209751	469.17
		I-370166	101-43100-42610	GAS OFF ROAD FUEL	209751	4,153.49
		I-370166	101-43100-42610	GAS ON ROAD FUEL	209751	319.70
01-09358	JASON DICUS					
		I-12242025	101-43100-42650	UNIFORMS GLOVES REIMBURSED	209719	39.96
		I-12262025	101-43100-42600	SUPPLIES CDL TANKER LICENSE REIMBURSED	209719	65.00
01-09671	PREMIER EQUIPMENT LLC					
		I-IH75454	101-43100-42500	REPAIRS SEAL KITS	209798	402.72
01-09703	AMAZON CAPITAL SERVICES					
		I-1M3C-JMFT-67HW	101-43100-42600	SUPPLIES AIR IMPACT WRENCHES	000045	773.65
01-09817	LUKE NAGEL					
		I-12262025	101-43100-42650	UNIFORMS LOGOD HOODIES, NONLOGO GLOVES	209786	116.92
01-09829	SPENCER JAMES					
		I-12262025	101-43100-42600	SUPPLIES CDL TANKER CERTIFICATE REIMB	209759	45.00
01-10554	MIDWEST OIL COMPANY					
		I-1038835	101-43100-42600	SUPPLIES KLEEN & KLEAR	209777	64.15
01-10611	CONNOR CARLSON					
		I-12262025	101-43100-42600	SUPPLIES CDL TANKER LICENSE REIMBURSED	209699	63.00
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	42,953.37

PACKET : 07631 07632 07633 07634
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00059	JOELLE DAMMANN					
		I-12312025	101-43110-42800	UTILITIES 2025 4TH QTR CELL PHONE	209713	45.00
01-01313	FRONTIER PRECISION INC					
		I-INV340254	101-43110-42920	SOFTWARE/FIRM ANNUAL SOFTWARE RENEWAL	209727	1,849.50
01-03130	JOHN HEGG					
		I-12312025	101-43110-42800	UTILITIES 2025 4TH QTR CELL PHONE	209743	45.00
01-06633	GF ADVERTISING SERVICES					
		I-SSC3270561	101-43110-42650	SCHROEDER,JOHNSON LOGOD SHIRTS	209732	375.86
01-06997	TERRY JOHNSON					
		I-12312025	101-43110-42800	UTILITIES 2025 4TH QTR CELL PHONE	209760	45.00
01-09349	HOWES OIL CO					
		I-369063	101-43110-42610	GAS UNLEADED GAS	209751	631.87
01-09620	JOE GALPIN					
		I-12312025	101-43110-42800	UTILITIES 2025 4TH QTR CELL PHONE	209729	45.00
01-09767	JOE SCHROEDER					
		I-12312025	101-43110-42800	UTILITIES 2025 4TH QTR CELL PHONE	209814	45.00
01-10412	JON THURMAN					
		I-12312025	101-43110-42800	UTILITIES 2025 4TH QTR CELL PHONE	209831	45.00
DEPARTMENT 3110 PUBLIC WORKS ADMIN TOTAL:						3,127.23

PACKET : 07631 07632 07633 07634

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
=====						
01-01321	MEBIUS NURSERY & LANDSC					
	I-128057	101-43120-43310	PARKING LOT/A LANDSCAPE SNEED&BIRCH, 7TH&MAIN	209773	6,396.00	
01-02485	SCHOENFELDER CONSTRUCTI					
	I-16173	101-43120-43300	STREET OVERLA HEAVING ROAD REPAIRS	209813	8,056.14	
01-06294	BROSZ ENGINEERING INC					
	I-2023-23 P.E. #15	101-43120-43312	WEST END BRID 2023-23 P.E. #15	209697	1,025.00	
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:					15,477.14	

PACKET : 07631 07632 07633 07634
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 3150 STORM DRAINAGE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-3288018-9.12.25	101-43150-42800	UTILITIES CABELA DR	209789	42.25
DEPARTMENT 3150 STORM DRAINAGE						TOTAL: 42.25

PACKET : 07631 07632 07633 07634

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
01-00008	ELFSTRAND'S ACE HARDWAR					
	I-64011	101-43700-42603	WEED EATERS S RAPID MICRO CHAINS		209722	163.96
01-00210	BAILEY METAL FABRICATOR					
	I-65924	101-43700-42600	SUPPLIES & MA PLASMA, PLATE		209690	288.60
01-00936	DOUG CUNNINGHAM					
	I-12312025	101-43700-42800	UTILITIES 2025 4TH QTR CELL PHONE		209710	45.00
01-01490	MUELLER LUMBER CO. INC.					
	I-304856	101-43700-42600	SUPPLIES & MA NEW FLOORING		209785	900.23
01-01590	MCLEOD'S PRINTING					
	I-89565	101-43700-42600	SUPPLIES & MA STAPLES, PENS, PLANNER		209772	39.58
01-01787	NORTH CENTRAL SEED CO					
	I-11032025	101-43700-42604	TREES, SOD & FINANCE CHARGE		209787	3.71
01-01830	NORTHWESTERN ENERGY					
	I-2581639-8.12.25	101-43700-42800	UTILITIES 700 W 23RD AVE		209789	234.25
	I-2581641-4.12.25	101-43700-42800	UTILITIES W 23RD		209789	17.78
	I-2939180-2.12.25	101-43700-42800	UTILITIES 825 INDIAN VILLAGE RD		209789	17.00
01-02489	NORTHERN TRUCK EQUIP CO					
	I-SFI041525	101-43700-42600	SUPPLIES & MA CUTTING EDGE WING		209788	251.40
01-06034	COLOURS 59					
	I-6760815	101-43700-42600	SUPPLIES & MA GRAY PRIMER		209706	22.72
01-08281	VESTIS					
	I-6380334492	101-43700-42600	SUPPLIES & MA MAT CLEANING		209837	33.26
	I-6380337778	101-43700-42600	SUPPLIES & MA MAT CLEANING		209837	33.26
01-08594	MAKE IT MINE DESIGNS					
	I-45806	101-43700-42650	UNIFORMS CUNNINGHAM KNIT CAPS, EMBROIDER	209769		137.19
	I-45905	101-43700-42650	UNIFORMS WILLIS LOGOD CAP, BEANIE	209769		34.73
DEPARTMENT 3700 CEMETERY					TOTAL:	2,222.67

PACKET : 07631 07632 07633 07634
VENDOR SET: Mult
FUND : 101 GENERAL
DEPARTMENT: 4120 ANIMAL CONTROL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01830	NORTHWESTERN ENERGY					
		I-2719777-1.12.25	101-44120-42800	UTILITIES-POU 2020 W HAVENS NEW BLDG	209789	282.23
DEPARTMENT 4120 ANIMAL CONTROL						TOTAL: 282.23

PACKET : 07631 07632 07633 07634

VENDOR SET: Mult

FUND : 101 GENERAL

DEPARTMENT: 5500 LIBRARY

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01015	INGRAM LIBRARY SERVICES					
		I-93024047	101-45500-43420	BOOKS	BOOKS	209757 90.37
01-01830	NORTHWESTERN ENERGY					
		I-2585828-3.12.25	101-45500-42800	UTILITIES	221 N DUFF ST	209789 3,496.25
01-05088	BLACKSTONE PUBLISHING					
		I-2221535	101-45500-43421	AUDIO-VISUAL	AUDIOBOOKS	209695 107.95
01-10205	KEVIN KENKEL					
		I-12312025	101-45500-42800	UTILITIES	2025 4TH QTR CELL PHONE	209763 45.00
01-10526	REGENTS OF THE UNIVERSI					
		I-2180004562	101-45500-42690	MINITEX FEES	OCLC SUBSCRIPTION	209802 483.19
DEPARTMENT 5500 LIBRARY					TOTAL:	4,222.76

FUND 101 GENERAL					TOTAL:	95,740.52

PACKET : 07631 07632 07633 07634

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
01-08101	JAMIE HENKEL					
		I-12312025	201-45110-42800	UTILITIES	2025 4TH QTR CELL PHONE	209745 45.00
01-08934	ADAM FOSNESS					
		I-12312025	201-45110-42800	UTILITIES	2025 4TH QTR CELL PHONE	209726 45.00
DEPARTMENT 5110 RECREATION & AQUATICS					TOTAL:	90.00

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00520	HAWKINS INC					
		I-7277331	201-45140-42602	CHEMICALS DELDRUM, FILTER AID, HYDROCHLORC	209741	1,201.57
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-01830	NORTHWESTERN ENERGY					
		I-2580493-1.12.25	201-45140-42800	UTILITIES 1300 N MAIN	209789	4,006.02
	PROJ: J09-ELE/GAS	REC CTR UTILITIES		UTILITIES-ELECTRIC/GAS		
01-02602	PUBLIC HEALTH LABORATOR					
		I-10624726	201-45140-42602	CHEMICALS LAB TESTINGS	209801	120.00
	PROJ: J02-CHEMICAL	INDOOR AQUATIC CTR		CHEMICALS		
01-04821	SHAWN LACHNIT					
		I-12312025	201-45140-42800	UTILITIES 2025 4TH QTR CELL PHONE	209766	45.00
01-06627	THOMAS GULLEDGE					
		I-12312025	201-45140-42800	UTILITIES 2025 4TH QTR CELL PHONE	209737	45.00
01-08758	ETHAN MCCUNE					
		I-12312025	201-45140-42800	UTILITIES 2025 4TH QTR CELL PHONE	209771	45.00
01-09633	STAPLES					
		I-6050898606	201-45140-42600	SUPPLIES & MA DISINFECTENT WIPES, SANITIZER	209822	457.30
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
		I-6050898607	201-45140-42600	SUPPLIES & MA LAUNDRY DETERGENT, COPY PAPER	209822	311.63
	PROJ: J06-SM-OFFIC	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-OFFICE		
		I-6051122221	201-45140-42600	SUPPLIES & MA LAUNDRY DETERGENT	209822	154.10
	PROJ: J06-SM-JANIT	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-JANITORIAL		
01-09703	AMAZON CAPITAL SERVICES					
		I-1D9H-LK39-CHWC	201-45140-42600	SUPPLIES & MA YOGA BLOCKS, WEIGHTED BARS	000045	209.79
	PROJ: J03-SM-EQUIP	REC CTR-WELLNESS/FITNESS		SUPPLIES/MATERIAL-EQUIPMENT		
		I-1QD6-M4GH-NWNP	201-45140-42600	SUPPLIES & MA POOL PUMP	000045	96.99
	PROJ: J06-SM-PLUMB	REC CTR-GENERAL BLDG		SUPPLIES/MATERIAL-PLUMBING		
DEPARTMENT 5140 RECREATION CENTER					TOTAL:	6,692.40

PACKET : 07631 07632 07633 07634

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
=====						
01-00236	BENDER SEWER & DRAIN LL					
	I-39094	201-45160-42500	REPAIR & MAIN CAMERA SEWER LINE FRM LFT STN	209692	395.00	
	PROJ: H05-42500	SOFTBALL	REPAIR/MAINTENANCE			
01-00404	NOLAN TEGELS					
	I-12312025	201-45160-42800	UTILITIES 2025 4TH QTR CELL PHONE	209829	45.00	
01-00424	RUNNINGS SUPPLY INC					
	I-2185348	201-45160-42650	UNIFORMS SCHLIMGEN TACTIC GLOVES	209806	19.99	
	I-2191315	201-45160-42600	SUPPLIES & MA WIRE MILD STEEL	209806	14.89	
	PROJ: H13-42600	ARENA-SOUTH RINK	SUPPLIES-MAINTENANCE			
	I-2191408	201-45160-42603	SMALL EQUIPME PRY BAR,RAMPS WITH CHOCKS	209806	110.98	
	PROJ: H01-42603	SPORTS COMPLEX EQUIPMENT	SMALL EQUIPMENT			
01-00428	CARQUEST AUTO PARTS INC					
	I-4977-348575	201-45160-42600	SUPPLIES & MA MINI BULB	209700	0.35	
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE			
	I-4977-348576	201-45160-42600	SUPPLIES & MA MINI BULB	209700	0.35	
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE			
01-00436	CHS INC					
	I-IA5186	201-45160-42610	GAS & FUEL LP BOTTLE FILL	209703	9.32	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
	I-IG5972	201-45160-42610	GAS & FUEL HOCKEY LP BOTTLE FILL	209703	104.00	
	PROJ: H01-42610	SPORTS COMPLEX EQUIPMENT	GAS-FUEL			
01-01199	STURDEVANTS AUTO VALUE					
	I-815067206	201-45160-42600	SUPPLIES & MA BATTERY	209826	154.98	
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE			
	I-815067212	201-45160-42600	SUPPLIES & MA OIL FILTERS,AIR FARM,CONSTRUCT	209826	67.98	
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE			
	I-815067617	201-45160-42600	SUPPLIES & MA OIL FILTER	209826	24.81	
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE			
	I-815068003	201-45160-42600	SUPPLIES & MA MINIATURE BLISTER	209826	2.99	
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE			
01-01404	MITCHELL IRON & SUPPLY					
	I-87587	201-45160-42500	REPAIR & MAIN SQUARE TUBE,SPINDLE KIT,CUTTIN	209782	265.34	
	PROJ: H01-42500	SPORTS COMPLEX EQUIPMENT	REPAIR/MAINTENANCE			
	I-87601	201-45160-42600	SUPPLIES & MA FLAT IRONS	209782	34.06	
	PROJ: H01-42600	SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE			
01-01830	NORTHWESTERN ENERGY					
	I-2579141-9.12.25	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	209789	13,437.54	
	PROJ: H13-42800	ARENA-SOUTH RINK	UTILITIES			
	I-2991007-2.12.25	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	209789	2,767.79	
	PROJ: H06-42800	ARENA-NORTH RINK	UTILITIES			
01-02679	MENARD'S INC					

PACKET : 07631 07632 07633 07634

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
01-02679	MENARD'S INC		continued			
		I-97856	201-45160-42600	SUPPLIES & MA MAGIS ERASER,HAND CLEANER	209774	47.47
	PROJ: H06-42600		ARENA-NORTH RINK	SUPPLIES-MATERIALS		
		I-97857	201-45160-42650	UNIFORMS TEGELS GLOVES	209774	9.99
		I-97873	201-45160-42603	SMALL EQUIPME WRENCHES,STEEL JACK,PICK SET	209774	271.51
	PROJ: H01-42603		SPORTS COMPLEX EQUIPMENT	SMALL EQUIPMENT		
		I-98026	201-45160-42603	SMALL EQUIPME MULTI FUNCTION PLIER,WRNSET	209774	70.78
	PROJ: H01-42603		SPORTS COMPLEX EQUIPMENT	SMALL EQUIPMENT		
01-02811	JONES SUPPLIES					
		I-155284	201-45160-42600	SUPPLIES & MA BATH TISSUE,ROLL TOWELS,LINERS	209762	417.08
	PROJ: H13-42600		ARENA-SOUTH RINK	SUPPLIES-MAINTENANCE		
01-07572	UNITED ROTARY BRUSH COR					
		I-CI335240	201-45160-42600	SUPPLIES & MA SIDEWALK SWEEPER BRUSH	209835	1,024.84
	PROJ: H01-42600		SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE		
01-08281	VESTIS					
		I-6380337402	201-45160-42200	PROFESSIONAL MAT CLEANING	209837	79.20
	PROJ: H13-42200		ARENA-SOUTH RINK	PROFESSIONAL SERVICES		
01-09035	TYLER VETCH					
		I-12312025	201-45160-42800	UTILITIES 2025 4TH QTR CELL PHONE	209838	45.00
01-09076	ROGER PREWETT II					
		I-12312025	201-45160-42800	UTILITIES 2025 4TH QTR CELL PHONE	209800	45.00
01-09349	HOWES OIL CO					
		I-369063	201-45160-42610	GAS & FUEL UNLEADED GAS	209751	469.08
		I-370165	201-45160-42610	GAS & FUEL OFF ROAD FUEL	209751	311.90
		I-370166	201-45160-42610	GAS & FUEL OFF ROAD FUEL	209751	204.28
01-09671	PREMIER EQUIPMENT LLC					
		I-IH75627	201-45160-42600	SUPPLIES & MA SHAFTS	209798	1,077.42
	PROJ: H01-42600		SPORTS COMPLEX EQUIPMENT	SUPPLIES/MAINTENANCE		
01-10446	JESSE SCHLIMGEN					
		I-12312025	201-45160-42800	UTILITIES 2025 4TH QTR CELL PHONE	209811	45.00
				DEPARTMENT 5160 SPORTS COMPLEXES	TOTAL:	21,573.92

PACKET : 07631 07632 07633 07634

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
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-2186066	201-45210-42600	SUPPLIES & MA BAR OIL STIHL	209806	45.98
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2189756	201-45210-42600	SUPPLIES & MA SQUARE STEEL PLATED	209806	4.79
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2189909	201-45210-42600	SUPPLIES & MA GORILLA MOUNTING TAPE	209806	11.49
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
		I-2190483	201-45210-42650	UNIFORMS ANDERA BOOTS,GLOVES	209806	169.98
		I-2190608	201-45210-42650	UNIFORMS ANDERA LOGO HOODIE	209806	59.99
01-01830	NORTHWESTERN ENERGY					
		I-2581647-1.12.25	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	209789	58.78
	PROJ: H77-42800	SPORTSMANS CLUB		UTILITIES		
		I-2582639-7.12.25	201-45210-42800	UTILITIES PATTON YOUNG	209789	131.90
	PROJ: H87-42800	PATTON YOUNG		UTILITIES		
		I-2748483-1.12.25	201-45210-42800	UTILITIES ACCESS LOT METER	209789	24.00
	PROJ: H79-42800	LAKE PARK ACCESS AREAS		UTILITIES		
		I-2967874-5.12.25	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	209789	59.95
	PROJ: H65-42800	AMPHITHEATER		UTILITIES		
		I-3975325-6.12.25	201-45210-42800	UTILITIES 612 W ASH AVE	209789	60.15
	PROJ: H55-42800	DRY RUN CREEK PARK		UTILITIES		
		I-4345227-5.12.25	201-45210-42800	UTILITIES JETTY PARKING LOT	209789	6.80
	PROJ: H78-42800	WEST END BOAT LAUNCH		UTILITIES		
01-02480	SPN & ASSOCIATES					
		I-2025-34 P.E. #4	201-45210-42200	PROFESSIONAL 2025-34 P.E. #4	209821	6,953.52
01-02679	MENARD'S INC					
		I-98142	201-45210-42600	SUPPLIES & MA CLEAR LIGHTBULBS	209774	67.96
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
		I-98193	201-45210-42600	SUPPLIES & MA LED LIGHTS	209774	29.98
	PROJ: H56-42600	HITCHCOCK PARK		SUPPLIES/MATERIALS		
01-07572	UNITED ROTARY BRUSH COR					
		I-CI335180	201-45210-42600	SUPPLIES & MA SIDEWALK SWEEPER BRUSH	209835	1,024.84
	PROJ: H50-42600	PARKS EQUIPMENT		SUPPLIES/MATERIALS		
01-08371	BRAD GATES					
		I-12312025	201-45210-42800	UTILITIES 2025 4TH QTR CELL PHONE	209730	45.00
01-09349	HOWES OIL CO					
		I-370165	201-45210-42610	GAS & FUEL OFF ROAD FUEL	209751	20.71
		I-370166	201-45210-42610	GAS & FUEL OFF ROAD FUEL	209751	13.57
01-09633	STAPLES					
		I-6049827695	201-45210-42600	SUPPLIES & MA WIPES	209822	152.28
	PROJ: H51-42600	PARK SHOP		SUPPLIES/MATERIALS		
01-10453	BRADY ANDERA					

PACKET : 07631 07632 07633 07634

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
=====						
01-10453	BRADY ANDERA		continued			
		I-12312025	201-45210-42800	UTILITIES 2025 4TH QTR CELL PHONE	209686	45.00
DEPARTMENT 5210 PARKS						TOTAL: 8,986.67

FUND 201 PARK FUND						TOTAL: 37,342.99

PACKET : 07631 07632 07633 07634
VENDOR SET: Mult
FUND : 203 LAKE MITCHELL
DEPARTMENT: 5220 LAKE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00944	PLANNING & DEVELOPMENT					
		I-2023-3 P.E. #2	203-45220-43300	LAKE IMPROVEM 2023-3 P.E. #2	209796	12,500.00
01-10573	HOUSTON ENGINEERING INC					
		I-2021-20 P.E. #1	203-45220-43300	LAKE IMPROVEM 2021-20 P.E. #1	209750	49,005.00
DEPARTMENT 5220 LAKE					TOTAL:	61,505.00

FUND 203 LAKE MITCHELL					TOTAL:	61,505.00

PACKET : 07631 07632 07633 07634

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
=====						
01-03069	HANSON PUBLIC FOUNDATIO					
		I-4458	209-46530-42920	SPORTS AUTHOR B&G HANSON CLASSICS JAN 2026	209740	5,000.00
				DEPARTMENT 6530 BUSINESS IMPROV #4	TOTAL:	5,000.00

				FUND 209 BUSINESS IMPROV DIST #4	TOTAL:	5,000.00

PACKET : 07631 07632 07633 07634

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
01-02555	TWO WAY SOLUTIONS INC					
		I-2522	214-43500-43400	EQUIPMENT UPGRADED CONSOLE,MRGS	209834	52,047.07
01-03518	HUNTER HEATING & COOLIN					
		I-632	214-43500-42910	SERVICE CONTR 2ND & 4TH QUARTERLY MAINTENANC	209752	189.74
01-09703	AMAZON CAPITAL SERVICES					
		I-16TN-F7LG-96PG	214-43500-42600	SUPPLIES & MA IPHONE CASE	000045	41.93
01-10486	AT&T MOBILITY - POLICE					
		I-9001X12232025	214-43500-42800	UTILITIES - T ACCT #287283989001	209688	46.53
DEPARTMENT 3500 E-911					TOTAL:	52,325.27

FUND 214 E-911 EMERGENCY					TOTAL:	52,325.27

PACKET : 07631 07632 07633 07634

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-815067207	218-45150-42500	REPAIR AND MA STARTER ASSEMBLY,ALTERNATOR	209826	1,317.17
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
		I-815067619	218-45150-42500	REPAIR AND MA BATTERY,POWER STEERING FLUID	209826	346.04
	PROJ: E01-MAINT	5311-FY18/19		Maintenance/Repairs		
01-01900	PAUL MORRIS					
		I-12312025	218-45150-42800	UTILITIES 2025 4TH QTR CELL PHONE	209783	15.00
01-03555	JORDON SEHNERT					
		I-12312025	218-45150-42800	UTILITIES 2025 4TH QTR CELL PHONE	209816	30.00
01-07644	WANDA GRAVES					
		I-12312025	218-45150-42800	UTILITIES 2025 4TH QTR CELL PHONE	209735	45.00
01-09349	HOWES OIL CO					
		I-369063	218-45150-42610	GAS OIL TIRES UNLEADED GAS	209751	5,323.19
		I-370165	218-45150-42610	GAS OIL TIRES ON ROAD FUEL	209751	515.47
		I-370166	218-45150-42610	GAS OIL TIRES ON ROAD FUEL	209751	351.25
				DEPARTMENT 5150 PALACE TRANSIT	TOTAL:	7,943.12
				FUND 218 COMMUNITY SERVICES	TOTAL:	7,943.12

PACKET : 07631 07632 07633 07634
VENDOR SET: Mult
FUND : 219 NUTRITION
DEPARTMENT: 5140 NUTRITION
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01221	MT VERNON SCHOOL DISTRI					
		I-12232025	219-45140-42911	CONTRACT SERV DEC 2025 SR MEALS-MT VERNON	209784	99.00
01-09069	BIG DADDY D'S INC					
		I-1028	219-45140-42911	CONTRACT SERV SR MEALS 12.15-19.2025	209694	1,822.50
01-09349	HOWES OIL CO					
		I-369063	219-45140-42610	GAS, OIL, TIR UNLEADED GAS	209751	170.92
DEPARTMENT 5140 NUTRITION					TOTAL:	2,092.42

FUND 219 NUTRITION					TOTAL:	2,092.42

PACKET : 07631 07632 07633 07634
VENDOR SET: Mult
FUND : 230 AIRPORT
DEPARTMENT: 3500 AIRPORT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: Multi

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00424	RUNNINGS SUPPLY INC					
		I-2198514	230-43500-42600	SUPPLIES & MA TOTES,WIPER BLADES,PLIERS	209806	483.92
01-08130	C & B OPERATIONS LLC					
		I-7072019	230-43500-42400	LEASE-TRACTOR TRACTOR RENTAL HOURS	209698	5,000.00
01-09668	DAN LONDON					
		I-12312025	230-43500-42800	UTILITIES 2025 4TH QTR CELL PHONE	209768	45.00
DEPARTMENT 3500 AIRPORT					TOTAL:	5,528.92

FUND 230 AIRPORT					TOTAL:	5,528.92

PACKET : 07631 07632 07633 07634

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-2194989	602-43330-42600	SUPPLIES & MA PLIERS	209806	31.95
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-349567	602-43330-42600	SUPPLIES & MA EXTRA HD GREASE	209700	9.07
01-00520	HAWKINS INC					
		C-7228621	602-43330-42600	SUPPLIES & MA RETURNED CHLORINE	209741	495.72-
		I-7226135	602-43330-42600	SUPPLIES & MA AMMONIA CYLINDER	209741	10.00
		I-7226136	602-43330-42600	SUPPLIES & MA CHLORINE CYLINDERS	209741	70.00
		I-7227503	602-43330-42600	SUPPLIES & MA AMMONIA,CHLORINE CYLINDERS	209741	369.00
		I-7257119	602-43330-42600	SUPPLIES & MA AMMONIA CYLINDER	209741	10.00
		I-7257120	602-43330-42600	SUPPLIES & MA CHLORINE CYLINDERS	209741	30.00
		I-7281442	602-43330-42600	SUPPLIES & MA CHLORINE,AMMONIA CYLINDERS	209741	30.00
		I-7281443	602-43330-42600	SUPPLIES & MA CHLORINE CYLINDERS	209741	30.00
01-01830	NORTHWESTERN ENERGY					
		I-2941237-6.12.25	602-43330-42800	UTILITIES 1416 E SPRUCE ST	209789	24.48
		I-4240509-2.12.25	602-43330-42800	UTILITIES 41008 256TH ST	209789	323.34
01-02143	HDR ENGINEERING INC					
		I-2025-3 P.E. #4	602-43330-42200	CO2 TANK INSP 2025-3 P.E. #4	209742	2,810.00
01-02679	MENARD'S INC					
		I-98189	602-43330-42600	SUPPLIES & MA MOUSE PADS	209774	10.98
01-09349	HOWES OIL CO					
		I-369063	602-43330-42610	GAS & FUEL UNLEADED GAS	209751	341.04
		I-370165	602-43330-42610	GAS & FUEL OFF ROAD FUEL	209751	66.21
		I-370166	602-43330-42610	GAS & FUEL OFF ROAD FUEL	209751	43.36
		I-370166	602-43330-42610	GAS & FUEL ON ROAD FUEL	209751	43.94
DEPARTMENT 3330 WATER TREATMENT PLANT					TOTAL:	3,757.65

PACKET : 07631 07632 07633 07634

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
01-00424	RUNNINGS SUPPLY INC					
		I-2195055	602-43340-42600	SUPPLIES & MA GREASE,BULK BINS	209806	12.35
		I-2195130	602-43340-42650	UNIFORMS SCHUMAN PANT,GLOVES	209806	52.98
		I-2195540	602-43340-42600	SUPPLIES & MA LEADER HOSE,ELECTRICAL TAPE	209806	24.20
01-02480	SPN & ASSOCIATES					
		I-2021-45 P.E. #59	602-43340-43333	HIGHWAY 37 WA 2021-45 P.E. #59	209821	1,523.52
		I-2025-1 P.E. #11	602-43340-42225	PROFESSIONAL 2025-1 P.E. #11	209821	1,874.72
01-02679	MENARD'S INC					
		I-98137	602-43340-42600	SUPPLIES & MA AIR FILTER	209774	3.61
01-02790	SUN GOLD SPORTS LLC					
		I-36348	602-43340-42650	UNIFORMS T PETERSON LOGOD HOODIE,TEES	209828	235.00
01-04431	CIAVARELLA DESIGN INC					
		I-2026-1 P.E. #2	602-43340-43200	BUILDINGS 2026-1 P.E. #2	209704	50,155.00
01-04721	TYLOR PETERSON					
		I-12312025	602-43340-42800	UTILITIES 2025 4TH QTR CELL PHONE	209795	45.00
01-08304	THOMAS SCHUMAN					
		I-12312025	602-43340-42800	UTILITIES 2025 4TH QTR CELL PHONE	209815	45.00
01-08417	INFRASTRUCTURE DESIGN G					
		I-2020-20 P.E. #66	602-43340-43355	ABOVE GROUND 2020-20 P.E. #66	209756	15,154.84
01-08566	KEVIN SIBSON					
		I-12312025	602-43340-42800	UTILITIES 2025 4TH QTR CELL PHONE	209817	45.00
01-09349	HOWES OIL CO					
		I-369063	602-43340-42610	GAS & FUEL UNLEADED GAS	209751	1,379.59
01-09439	ADVANCED ENGINEERING AN					
		I-2024-37 P.E. #13	602-43340-42225	PROFESSIONAL 2024-37 P.E. #13	209685	1,103.00
01-10598	RYLAND DEVRIES					
		I-12312025	602-43340-42800	UTILITIES 2025 4TH QTR CELL PHONE	209718	45.00
01-10599	ROBERT MCCARDLE					
		I-12312025	602-43340-42800	UTILITIES 2025 4TH QTR CELL PHONE	209770	45.00
DEPARTMENT 3340 WATER DISTRIBUTION					TOTAL:	71,743.81
FUND 602 WATER					TOTAL:	75,501.46

PACKET : 07631 07632 07633 07634

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
01-00469	GEOTEK ENGINEERING & TE					
		I-2021-31 P.E. #21	604-43200-43300	NORTH PLANT I 2021-31 P.E. #21	209731	2,897.50
		I-2022-1 P.E. #15A	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #15A	209731	5,572.50
01-00991	JON VERMEULEN					
		I-12312025	604-43200-42800	UTILITIES 2025 4TH QTR CELL PHONE	209836	45.00
01-01036	REXWINKEL CONCRETE INC.					
		I-2022-1 P.E. #1	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #1	209803	35,000.00
01-02143	HDR ENGINEERING INC					
		I-2022-1 P.E. #35	604-43200-43310	SOUTH PLANT I 2022-1 P.E. #35	209742	51,072.26
01-02602	PUBLIC HEALTH LABORATOR					
		I-10624396	604-43200-42550	LABORATORY FE LAB TESTINGS	209801	58.49
01-02679	MENARD'S INC					
		I-98213	604-43200-42600	SUPPLIES BOTTLE CLEANER,WIRE HOOKS	209774	16.35
01-03540	JOSEPH KING					
		I-12312025	604-43200-42800	UTILITIES 2025 4TH QTR CELL PHONE	209764	45.00
01-03571	CONNOR DAVIS					
		I-12312025	604-43200-42800	UTILITIES 2025 4TH QTR CELL PHONE	209715	15.00
01-08335	BRIAN DAUGHTERS					
		I-12312025	604-43200-42800	UTILITIES 2025 4TH QTR CELL PHONE	209714	45.00
01-09349	HOWES OIL CO					
		I-369063	604-43200-42610	GAS & FUEL UNLEADED GAS	209751	467.12
		I-370165	604-43200-42610	GAS & FUEL ON ROAD FUEL	209751	140.84
		I-370166	604-43200-42610	GAS & FUEL ON ROAD FUEL	209751	95.97
01-09660	CARSON BERG					
		I-12312025	604-43200-42800	UTILITIES 2025 4TH QTR CELL PHONE	209693	45.00
01-09697	THOMAS HOLLEMAN					
		I-12312025	604-43200-42800	UTILITIES 2025 4TH QTR CELL PHONE	209749	45.00
01-10356	CK BICYCLES & LOCKS LLC					
		I-18570	604-43200-42600	SUPPLIES SWWP KEYS	209705	48.00
DEPARTMENT 3200 WASTE WATER TREATMENT					TOTAL:	95,609.03

PACKET : 07631 07632 07633 07634

VENDOR SET: Mult

FUND : 604 SEWER

DEPARTMENT: 3210 WASTE WATER IND PRETREAT

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01710	MINNESOTA VALLEY TESTIN					
		I-1338999	604-43210-42550	LABORATORY FE LAB TESTINGS	209780	1,789.25

DEPARTMENT 3210 WASTE WATER IND PRETREAT TOTAL: 1,789.25

PACKET : 07631 07632 07633 07634

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
01-01307	SITWORKS INC					
		I-2025-42 P.E. #2	604-43250-43360	LAKESHORE DEV 2025-42 P.E. #2	209820	14,994.29
01-01400	MITCHELL AREA DEVELOPME					
		I-2024-35 P.E. #1	604-43250-43356	RIDGEVIEW LIF 2024-35 P.E. #1	209781	199,880.00
01-01830	NORTHWESTERN ENERGY					
		I-2572870-0.12.25	604-43250-42800	UTILITIES 1511 N COMMERCE	209789	74.05
		I-2582739-5.12.25	604-43250-42800	UTILITIES 1300 W NORWAY AVE	209789	164.43
		I-2809477-9.12.25	604-43250-42800	UTILITIES 1423 COUNTRY DR	209789	136.43
		I-4276036-3.12.25	604-43250-42800	UTILITIES 1527 W 23RD AVE	209789	293.39
01-02480	SPN & ASSOCIATES					
		I-2021-45 P.E. #60	604-43250-43348	HIGHWAY 37 UT 2021-45 P.E. #60	209821	726.56
		I-2022-3 P.E. #27	604-43250-43347	23RD & OHLMAN 2022-3 P.E. #27	209821	3,292.50
		I-2023-16 P.E. #26	604-43250-43350	S HARMON/OHLM 2023-16 P.E #26	209821	3,408.57
		I-2023-6 P.E. #29	604-43250-43349	N HARMON/AIRP 2023-6 P.E. #29	209821	1,372.49
		I-2025-1 P.E. #11	604-43250-42200	PROFESSIONAL 2025-1 P.E. #11	209821	1,533.85
01-03574	INDUSTRIAL CHEM LABS &					
		I-423591	604-43250-42600	SUPPLIES LIFT STATION DEGREASER	209755	775.92
01-09349	HOWES OIL CO					
		I-369063	604-43250-42610	GAS UNLEADED GAS	209751	53.75
		I-370165	604-43250-42610	GAS OFF ROAD FUEL	209751	62.86
		I-370166	604-43250-42610	GAS OFF ROAD FUEL	209751	41.17
01-09895	JACOB ARAGON CONSTRUCTI					
		I-12212025	604-43250-43347	23RD & OHLMAN NEW GENERATOR SITE 23RD/OHLMN	209758	330.00
DEPARTMENT 3250 WASTE WATER COLLECTION					TOTAL:	227,140.26
FUND 604 SEWER					TOTAL:	324,538.54

PACKET : 07631 07632 07633 07634

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3220 RECYCLING PROGRAM

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2178947	612-43220-42600	SUPPLIES EXTENSION CORD	209806	44.99
		I-2178951	612-43220-42650	UNIFORMS PLATT GLOVES	209806	29.97
		I-2181903	612-43220-42650	UNIFORMS PLATT GLOVES	209806	65.96
01-01199	STURDEVANTS AUTO VALUE					
		I-815067142	612-43220-42600	SUPPLIES ABSORBENT FLOOR	209826	238.35
01-01830	NORTHWESTERN ENERGY					
		I-3750165-7.12.25	612-43220-42800	UTILITIES 2801 E HAVENS ST	209789	401.31
01-06656	PREMIER PEST CONTROL LL					
		I-55997	612-43220-42500	REPAIR & MAIN DEC 2025 PEST CONTROL	209799	275.00
01-08380	PETERBILT OF SIOUX FALL					
		C-A736742	612-43220-42500	REPAIR & MAIN CORE CREDIT	209794	150.00-
		I-A735426	612-43220-42500	REPAIR & MAIN FUEL ELEMENT,FUEL FILTER SEPER	209794	159.04
		I-A735933	612-43220-42500	REPAIR & MAIN AIR GASKET	209794	86.36
		I-A736096	612-43220-42500	REPAIR & MAIN EGR COOLER,O-RINGS	209794	3,136.22
		I-A736097	612-43220-42500	REPAIR & MAIN CORE	209794	150.00
		I-A736231	612-43220-42500	REPAIR & MAIN HC DOSER,V-CLAMP BAND,GASKET	209794	387.65
01-09891	MILLENNIUM RECYCLING					
		I-1309559	612-43220-42200	CONTRACT-MILL NOV 2025 SINGLE STREAM FEE	209779	1,906.86
01-10554	MIDWEST OIL COMPANY					
		I-1038874	612-43220-42600	SUPPLIES VP ULTRA POWER	209777	558.66
				DEPARTMENT 3220 RECYCLING PROGRAM	TOTAL:	7,290.37

PACKET : 07631 07632 07633 07634

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3230 WASTE COLLECTION

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00262	GREAT WESTERN TIRE CO					
		I-1-668314	612-43230-42500	REPAIRS TRUCK TIRES	209736	2,999.80
01-00424	RUNNINGS SUPPLY INC					
		I-2178949	612-43230-42650	UNIFORMS DAVIS LOGOD HOODIE, NONLOGO GLV	209806	89.97
		I-2183212	612-43230-42650	UNIFORMS SIPES JEANS, GLOVES, LOGO JACKET	209806	145.94
01-01199	STURDEVANTS AUTO VALUE					
		I-815067620	612-43230-42600	SUPPLIES MINIATURE LAMP	209826	4.99
01-01830	NORTHWESTERN ENERGY					
		I-2576522-3.12.25	612-43230-42800	UTILITIES 1404 W 5TH AVE SHED	209789	38.64
01-02679	MENARD'S INC					
		I-97593	612-43230-42600	SUPPLIES PRIMER, SPRAY PAINT, BLADES	209774	155.48
01-05316	MICHAEL DUFEK					
		I-12262025	612-43230-42650	UNIFORMS GLOVES REIMBURSED	209720	75.05
01-09349	HOWES OIL CO					
		I-370165	612-43230-42610	GAS & OIL ON ROAD FUEL	209751	1,908.36
		I-370166	612-43230-42610	GAS & OIL ON ROAD FUEL	209751	1,300.40
DEPARTMENT 3230 WASTE COLLECTION					TOTAL:	6,718.63

PACKET : 07631 07632 07633 07634

VENDOR SET: Mult

FUND : 612 SANITATION

DEPARTMENT: 3240 LANDFILL

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	RUNNINGS SUPPLY INC					
		I-2181685	612-43240-42650	UNIFORMS TOLLEFSON BIBS	209806	179.96
		I-2183590	612-43240-42650	UNIFORMS DORSEY JEANS, LOGO TEES, HOODIE	209806	162.95
01-00436	CHS INC					
		I-IG4168	612-43240-42610	GAS & OIL STREET RUBY FIELDMASTER	209703	1,668.55
01-01020	CENTRAL ELECTRIC COOPER					
		I-13061001.12.25	612-43240-42800	UTILITIES ACCT #13061001	209701	827.26
01-01117	FLEETPRIDE					
		I-130940205	612-43240-42500	REPAIR AND MA DESICCANT CARTRIDGE	209725	47.99
01-01198	SIGN PRO					
		I-76099	612-43240-42650	UNIFORMS DORSEY LOGO FEES	209819	20.00
01-01199	STURDEVANTS AUTO VALUE					
		I-815067211	612-43240-42500	REPAIR AND MA PLASTIC LEVER PUMP	209826	104.95
		I-815068074	612-43240-42500	REPAIR AND MA K-SEAL LEAK, RAD STOP	209826	41.98
		I-815068155	612-43240-42600	SUPPLIES HD AIR CONSTRUCTION	209826	231.40
01-02527	TRANSOURCE					
		I-41P67700	612-43240-42500	REPAIR AND MA DOUBLE ENDED UNION, L-UNION	209833	166.03
01-02711	JAYLON TOLLEFSON					
		I-12312025	612-43240-42800	UTILITIES 2025 4TH QTR CELL PHONE	209832	45.00
01-06543	EUROFINS ENVIRONMENT TE					
		I-3100165355	612-43240-42550	LAB FEES NEW LANDFILL TESTING	209724	2,446.00
01-09349	HOWES OIL CO					
		I-369063	612-43240-42610	GAS & OIL UNLEADED GAS	209751	112.16
		I-370165	612-43240-42610	GAS & OIL OFF ROAD FUEL	209751	1,267.64
		I-370165	612-43240-42610	GAS & OIL ON ROAD FUEL	209751	621.89
		I-370166	612-43240-42610	GAS & OIL OFF ROAD FUEL	209751	830.28
		I-370166	612-43240-42610	GAS & OIL ON ROAD FUEL	209751	423.77
01-09703	AMAZON CAPITAL SERVICES					
		I-1LDL-9GY1-N7WF	612-43240-42600	SUPPLIES LABELS	000045	27.50
		I-1M3C-JMFT-67HW	612-43240-42600	SUPPLIES AIR IMPACT WRENCHES	000045	773.65
DEPARTMENT 3240 LANDFILL					TOTAL:	9,998.96

FUND 612 SANITATION					TOTAL:	24,007.96

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00517	MELISSA HOBAUGH					
		I-12312025	613-45650-42800	UTILITIES 2025 4TH QTR CELL PHONE	209748	11.25
01-01075	JOHNSON CONTROLS					
		I-1-136954659778	613-45650-42500	REPAIRS & MAI BATHROOM EXHAUST FAN NOT WRKNG	209761	1,520.15
01-01497	GRAINGER					
		I-9743205628	613-45650-42600	SUPPLIES & MA AIR FRESHNERS	209734	116.92
		I-9745537002	613-45650-42600	SUPPLIES & MA TOILET BOWL	209734	161.21
01-02679	MENARD'S INC					
		I-97860A	613-45650-42600	SUPPLIES & MA CASTERS	209774	29.98
01-02811	JONES SUPPLIES					
		I-155218	613-45650-42600	SUPPLIES & MA ICE MELT	209762	675.71
		I-155235	613-45650-42600	SUPPLIES & MA BLACK LINERS	209762	72.62
01-03700	CORE-MARK US LLC					
		I-2468099	613-45650-42610	COST OF GOODS TRAYS,MARGARINE,BRATS,BURGERS	209709	1,526.91
		I-2468100-72	613-45650-42610	COST OF GOODS CRUSHED PEPPERMINT TOPPER	209709	54.01
		I-2468101-700	613-45650-42610	COST OF GOODS SEMI SWEET CHIPS	209709	61.71
		I-2482074	613-45650-42610	COST OF GOODS PRETZELS,CHEESE,CANDY,FRANKS	209709	1,633.89
		I-2482075-700	613-45650-42610	COST OF GOODS COCONUT OIL,LEMON&LIME FRESH	209709	690.25
01-04107	JEFF HANSON					
		I-12312025	613-45650-42800	UTILITIES 2025 4TH QTR CELL PHONE	209739	45.00
01-04874	DAVE SIETSEMA					
		I-12312025	613-45650-42800	UTILITIES 2025 4TH QTR CELL PHONE	209818	45.00
01-06656	PREMIER PEST CONTROL LL					
		I-56030	613-45650-42500	REPAIRS & MAI DEC 2025 PEST CONTROL	209799	200.00
01-07344	CHESTERMAN COMPANY					
		I-11928253	613-45650-42610	COST OF GOODS MONSTERS,GOLD PEAK,POWERADES	209702	1,079.35
		I-3833623	613-45650-42610	COST OF GOODS GOLD PEAK TEA	209702	39.50
01-08281	VESTIS					
		I-6380335762	613-45650-42600	SUPPLIES & MA MAT CLEANING	209837	42.29
01-08741	KATHY HANKS					
		I-12312025	613-45650-42800	UTILITIES 2025 4TH QTR CELL PHONE	209738	45.00
01-10309	MICHAEL LEACH					
		I-12312025	613-45650-42800	UTILITIES 2025 4TH QTR CELL PHONE	209767	45.00
01-10438	CRAIG STUCKY					
		I-12312025	613-45650-42800	UTILITIES 2025 4TH QTR CELL PHONE	209825	45.00
DEPARTMENT 5650 CORN PALACE					TOTAL:	8,140.75

PACKET : 07631 07632 07633 07634

VENDOR SET: Mult

FUND : 614 GOLF COURSE

DEPARTMENT: 5250 GOLF COURSE

BANK: Multi

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01355	MIDWEST TURF & IRRIGATI					
		C-3958837-00	614-45250-42600	SUPPLIES & MA CREDIT USED GREENMASTERS	209778	3,500.00-
		I-3954621-00	614-45250-42600	SUPPLIES & MA DRIFT REDUCTION KIT,SPRING,RIN	209778	4,861.00
01-01830	NORTHWESTERN ENERGY					
		I-2581639-8.12.25	614-45250-42800	UTILITIES 700 W 23RD AVE	209789	234.25
		I-2581643-0.12.25	614-45250-42800	UTILITIES GOLF PUMP 100 H	209789	33.41
		I-2581875-8.12.25	614-45250-42800	UTILITIES GOLF CLUB HOUSE	209789	215.97
		I-2581876-6.12.25	614-45250-42800	UTILITIES GOLF CART SHED	209789	17.96
01-02051	MIDCONTINENT COMMUNICAT					
		I-02630670215113	614-45250-42800	UTILITIES ACCT #026306702	209776	95.39
01-02679	MENARD'S INC					
		I-97552	614-45250-42600	SUPPLIES & MA WHITE/BROWN ALUMINUM	209774	19.98
01-03501	ALEX DAGEN					
		I-12312025	614-45250-42800	UTILITIES 2025 4TH QTR CELL PHONE	209711	45.00
01-08594	MAKE IT MINE DESIGNS					
		I-45805	614-45250-42650	UNIFORMS DEGAN LOGOD SHIRTS,HOODIE,CAP	209769	53.29
					DEPARTMENT 5250 GOLF COURSE	TOTAL: 2,076.25
					FUND 614 GOLF COURSE	TOTAL: 2,076.25

PACKET : 07631 07632 07633 07634

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
01-00809	GALLS LLC					
		I-033429322	621-44600-42640	UNIFORMS CODY BOOTS	209728	72.37
01-02700	HENRY SCHEIN INC					
		I-50896277	621-44600-42600	SUPPLIES CATHETERS,BANDAGES,TUBE CUFFS	209746	62.30
		I-50896278	621-44600-42600	SUPPLIES SPLINTS	209746	24.93
01-03518	HUNTER HEATING & COOLIN					
		I-632	621-44600-42200	PROFESSIONAL 2ND & 4TH QUARTERLY MAINTENANC	209752	474.38
01-07045	ZACH DALRYMPLE					
		I-12292025	621-44600-42640	UNIFORMS GLOVES REIMBURSED	209712	56.45
01-09349	HOWES OIL CO					
		I-369063	621-44600-42610	GAS & OIL UNLEADED GAS	209751	618.38
		I-370165	621-44600-42610	GAS & OIL ON ROAD FUEL	209751	64.47
01-10451	COLE PALMER					
		I-12232025	621-44600-42640	UNIFORMS BOOTS REIMBURSED	209793	28.70
			DEPARTMENT 4600 EMS		TOTAL:	1,401.98
			FUND 621 EMERGENCY MEDICAL SERVICE		TOTAL:	1,401.98
					REPORT GRAND TOTAL:	703,145.18

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
2025-2026	101-41110-42300	LEGAL PUBLICATIONS	765.96	16,000	669.78			
	101-41220-42800	UTILITIES-TELEPHONE	45.00	250	54.28			
	101-41230-42800	UTILITIES-TELEPHONE	45.00	230	49.55			
	101-41420-42600	SUPPLIES & MATERIALS	245.54	6,120	1,676.59			
	101-41420-42800	UTILITIES - TELEPHONE	45.00	260	41.50			
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	2,185.00	45,851	3,339.00			
	101-41440-42800	UTILITIES	45.00	250	49.25			
	101-41920-42800	UTILITIES - TELEPHONE	123.75	360	6,953.30-	Y		
	101-41935-42850	UTILITIES/TELEPHONE	45.00	32,690	2,469.49			
	101-42110-42200	PROFESSIONAL SERVICES	759.00	9,800	752.61			
	101-42110-42600	SUPPLIES	349.00	31,019	632.37-	Y		
	101-42110-42610	GAS OIL TIRES	4,189.51	65,000	15,841.66			
	101-42110-42640	UNIFORM ALLOWANCE	697.99	7,000	1,270.47-	Y		
	101-42110-42800	TELEPHONE	1,071.97	14,500	1,376.95			
	101-42110-43400	MACHINERY AND EQUIPMENT	9,220.00	280,246	13,493.62-	Y		
	101-42130-42520	EMERGENCY SIREN UTILITIES	146.84	2,900	94.61-	Y		
	101-42130-42610	GAS, OIL, TIRES	303.13	5,000	246.11			
	101-42130-42640	UNIFORMS	79.98	500	104.20-	Y		
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	621.65	38,000	1,930.23			
	101-42130-42820	TELEPHONE	45.00	1,200	286.98-	Y		
	101-42200-42200	PROFESSIONAL SERVICES	474.38	13,650	1,253.62			
	101-42200-42610	GAS & OIL	850.42	11,196	2,968.05			
	101-42200-42640	UNIFORMS	157.52	4,900	114.50			
	101-42200-42800	TELEPHONE	225.00	2,500	421.58			
	101-42200-42810	UTILITIES	4,676.23	44,000	3,212.78-	Y		
	101-43100-42500	REPAIRS	4,651.65	150,000	75,550.98			
	101-43100-42600	SUPPLIES	4,744.56	20,000	92,127.52-	Y		
	101-43100-42610	GAS	11,851.40	87,000	19,393.26			
	101-43100-42620	ASPHALT MIX	660.65	100,000	8,105.92			
	101-43100-42650	UNIFORMS	583.73	3,750	994.39			
	101-43100-42661	MECHANICS TOOL ALLOWANCE	350.00	1,400	350.00			
	101-43100-42800	UTILITIES	1,211.38	15,000	1,844.91			
	101-43100-43419	DUMP TRUCK	18,900.00	97,928	17,649.94-	Y		
	101-43110-42610	GAS	631.87	7,000	928.26			
	101-43110-42650	UNIFORMS	375.86	2,000	484.04			
	101-43110-42800	UTILITIES	270.00	2,000	61.82-	Y		
	101-43110-42920	SOFTWARE/FIRMWARE UPGRADES	1,849.50	16,000	7,152.00			
	101-43120-43300	STREET OVERLAY MAINT	8,056.14	1,635,250	466,558.72			
	101-43120-43310	PARKING LOT/ALLEY PAVING	6,396.00	73,000	61,647.06			
	101-43120-43312	WEST END BRIDGE	1,025.00	294,229	52,527.20			
	101-43150-42800	UTILITIES	42.25	350	91.75-	Y		
	101-43700-42600	SUPPLIES & MATERIALS	1,569.05	16,000	598.06			
	101-43700-42603	WEED EATERS SUPPLIES	163.96	1,500	7.48			
	101-43700-42604	TREES, SOD & SEED	3.71	2,000	31.99			
	101-43700-42650	UNIFORMS	171.92	500	57.16			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	101-43700-42800	UTILITIES	314.03	5,500	657.07			
	101-44120-42800	UTILITIES-POUND	282.23	2,400	186.64-	Y		
	101-45500-42690	MINITEX FEES	483.19	5,800	433.04-	Y		
	101-45500-42800	UTILITIES	3,541.25	43,375	181.40-	Y		
	101-45500-43420	BOOKS	90.37	47,000	20.89			
	101-45500-43421	AUDIO-VISUAL	107.95	4,000	1,175.03			
	201-45110-42800	UTILITIES	90.00	400	10.17			
	201-45140-42600	SUPPLIES & MATERIALS	1,229.81	37,827	575.83			
	201-45140-42602	CHEMICALS	1,321.57	18,000	2,199.15			
	201-45140-42800	UTILITIES	4,141.02	198,440	17,199.24			
	201-45160-42200	PROFESSIONAL SERVICES	79.20	201,200	199,508.07			
	201-45160-42500	REPAIR & MAINTENANCE	660.34	98,284	7,489.59			
	201-45160-42600	SUPPLIES & MATERIALS	2,867.22	68,128	199.72			
	201-45160-42603	SMALL EQUIPMENT	453.27	3,000	12.38-	Y		
	201-45160-42610	GAS & FUEL	1,098.58	15,000	2,461.20			
	201-45160-42650	UNIFORMS	29.98	1,400	534.82			
	201-45160-42800	UTILITIES	16,385.33	156,420	3,608.55-	Y		
	201-45210-42200	PROFESSIONAL SERVICES	6,953.52	65,000	50,136.08			
	201-45210-42600	SUPPLIES & MATERIALS	1,337.32	96,851	1,214.21-	Y		
	201-45210-42610	GAS & FUEL	34.28	33,000	503.91			
	201-45210-42650	UNIFORMS	229.97	2,100	17.95			
	201-45210-42800	UTILITIES	431.58	79,200	13,757.17			
	203-45220-43300	LAKE IMPROVEMENTS	61,505.00	27,110,360	24,749,460.51			
	209-46530-42920	SPORTS AUTHORITY PROMO	5,000.00	194,640	39,190.00			
	214-43500-42600	SUPPLIES & MATERIALS	41.93	965	590.43			
	214-43500-42800	UTILITIES - TELEPHONE	46.53	2,102	10.55			
	214-43500-42910	SERVICE CONTRACTS	189.74	24,057	954.99			
	214-43500-43400	EQUIPMENT	52,047.07	58,430	6,382.93			
	218-45150-42500	REPAIR AND MAINTENANCE	1,663.21	9,500	1,460.47-	Y		
	218-45150-42610	GAS OIL TIRES	6,189.91	100,000	29,352.18			
	218-45150-42800	UTILITIES	90.00	1,565	438.89			
	219-45140-42610	GAS, OIL, TIRES	170.92	2,500	523.36			
	219-45140-42911	CONTRACT SERVICES-MEALS	1,921.50	211,490	23,342.02			
	230-43500-42400	LEASE-TRACTOR	5,000.00	6,000	1,000.00			
	230-43500-42600	SUPPLIES & MATERIALS	483.92	8,500	3,460.66			
	230-43500-42800	UTILITIES	45.00	19,500	1,032.89			
	602-43330-42200	CO2 TANK INSPECTION	2,810.00	0	10,925.00-	Y		
	602-43330-42600	SUPPLIES & MATERIALS	105.28	18,000	13,164.01-	Y		
	602-43330-42610	GAS & FUEL	494.55	3,000	2,414.32-	Y		
	602-43330-42800	UTILITIES	347.82	200,000	93,593.82			
	602-43340-42225	PROFESSIONAL SERVICES	2,977.72	355,000	155,525.34			
	602-43340-42600	SUPPLIES & MATERIALS	40.16	125,000	136,869.16-	Y		
	602-43340-42610	GAS & FUEL	1,379.59	14,000	538.14			
	602-43340-42650	UNIFORMS	287.98	1,250	113.44			
	602-43340-42800	UTILITIES	225.00	11,000	618.30-	Y		

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	602-43340-43200	BUILDINGS	50,155.00	0	79,300.22-	Y		
	602-43340-43333	HIGHWAY 37 WATER MAIN REPL	1,523.52	1,013,372	774,617.05-	Y		
	602-43340-43355	ABOVE GROUND STORAGE	15,154.84	2,319,688	989,382.97			
	604-43200-42550	LABORATORY FEES	58.49	3,000	711.51			
	604-43200-42600	SUPPLIES	64.35	25,000	15,443.42-	Y		
	604-43200-42610	GAS & FUEL	703.93	10,000	2,985.94			
	604-43200-42800	UTILITIES	240.00	215,000	32,873.71-	Y		
	604-43200-43300	NORTH PLANT IMPROVEMENTS	2,897.50	2,430,601	2,306,163.99			
	604-43200-43310	SOUTH PLANT IMPROVEMENTS	91,644.76	23,130,800	9,571,798.17			
	604-43210-42550	LABORATORY FEES & SERVICES	1,789.25	5,500	5,169.50-	Y		
	604-43250-42200	PROFESSIONAL SERVICES	1,533.85	300,000	131,810.76			
	604-43250-42600	SUPPLIES	775.92	50,000	27,065.56-	Y		
	604-43250-42610	GAS	157.78	6,000	2,935.40			
	604-43250-42800	UTILITIES	668.30	50,000	3,562.77			
	604-43250-43347	23RD & OHLMAN LIFT STATION	3,622.50	1,665,149	89,749.92			
	604-43250-43348	HIGHWAY 37 UTILITIES	726.56	1,440,936	313,750.97			
	604-43250-43349	N HARMON/AIRPORT LIFT STAT	1,372.49	2,100,000	341,903.16			
	604-43250-43350	S HARMON/OHLMAN LIFT STATI	3,408.57	1,284,850	11,216.64-	Y		
	604-43250-43356	RIDGEVIEW LIFT STATION	199,880.00	0	199,880.00-	Y		
	604-43250-43360	LAKESHORE DEVELOPMENT	14,994.29	0	208,071.76-	Y		
	612-43220-42200	CONTRACT-MILLENNIUM	1,906.86	30,000	10,780.12			
	612-43220-42500	REPAIR & MAINTENANCE	4,044.27	10,000	21,282.49-	Y		
	612-43220-42600	SUPPLIES	842.00	18,000	10,835.43			
	612-43220-42650	UNIFORMS	95.93	750	304.11			
	612-43220-42800	UTILITIES	401.31	6,000	2,356.84			
	612-43230-42500	REPAIRS	2,999.80	15,000	20,246.16-	Y		
	612-43230-42600	SUPPLIES	160.47	42,000	14,605.52			
	612-43230-42610	GAS & OIL	3,208.76	60,000	24,615.23			
	612-43230-42650	UNIFORMS	310.96	750	142.17			
	612-43230-42800	UTILITIES	38.64	750	353.64			
	612-43240-42500	REPAIR AND MAINTENANCE	360.95	32,000	5,385.82			
	612-43240-42550	LAB FEES	2,446.00	21,000	4,244.75			
	612-43240-42600	SUPPLIES	1,032.55	60,000	9,229.76-	Y		
	612-43240-42610	GAS & OIL	4,924.29	110,000	50,874.12			
	612-43240-42650	UNIFORMS	362.91	1,000	87.16			
	612-43240-42800	UTILITIES	872.26	13,000	188.31			
	613-45650-42500	REPAIRS & MAINTENANCE	1,720.15	0	69,354.87-	Y		
	613-45650-42600	SUPPLIES & MATERIALS	1,098.73	0	58,859.42-	Y		
	613-45650-42610	COST OF GOODS SOLD	5,085.62	0	178,364.82-	Y		
	613-45650-42800	UTILITIES	236.25	0	81,110.26-	Y		
	614-45250-42600	SUPPLIES & MATERIALS	1,380.98	27,500	9.79-	Y		
	614-45250-42650	UNIFORMS	53.29	500	233.78			
	614-45250-42800	UTILITIES	641.98	20,180	2,232.70-	Y		
	621-44600-42200	PROFESSIONAL SERVICES	474.38	19,900	13,291.95			
	621-44600-42600	SUPPLIES	87.23	30,400	7,827.04			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE
	621-44600-42610	GAS & OIL	682.85	13,775	5,640.18			
	621-44600-42640	UNIFORMS	157.52	3,600	246.69-	Y		
**	2025-2026 YEAR TOTALS	**	703,145.18					

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	765.96
101-1220	CITY ADMINISTRATOR	45.00
101-1230	ADMINISTRATIVE BOARDS	45.00
101-1420	FINANCE	290.54
101-1440	HUMAN RESOURCES	2,230.00
101-1920	MUNICIPAL BUILDINGS	123.75
101-1935	INFORMATION TECHNOLOGY	45.00
101-2110	POLICE DEPARTMENT	16,287.47
101-2130	TRAFFIC DEPARTMENT	1,196.60
101-2200	FIRE DEPARTMENT	6,383.55
101-3100	STREET DEPARTMENT	42,953.37
101-3110	PUBLIC WORKS ADMIN	3,127.23
101-3120	STREET & SIDEWALK CONST	15,477.14
101-3150	STORM DRAINAGE	42.25
101-3700	CEMETERY	2,222.67
101-4120	ANIMAL CONTROL	282.23
101-5500	LIBRARY	4,222.76

101 TOTAL	GENERAL	95,740.52
201-5110	RECREATION & AQUATICS	90.00
201-5140	RECREATION CENTER	6,692.40
201-5160	SPORTS COMPLEXES	21,573.92
201-5210	PARKS	8,986.67

201 TOTAL	PARK FUND	37,342.99

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
203-5220	LAKE	61,505.00

203 TOTAL	LAKE MITCHELL	61,505.00
209-6530	BUSINESS IMPROV #4	5,000.00

209 TOTAL	BUSINESS IMPROV DIST #4	5,000.00
214-3500	E-911	52,325.27

214 TOTAL	E-911 EMERGENCY	52,325.27
218-5150	PALACE TRANSIT	7,943.12

218 TOTAL	COMMUNITY SERVICES	7,943.12
219-5140	NUTRITION	2,092.42

219 TOTAL	NUTRITION	2,092.42
230-3500	AIRPORT	5,528.92

230 TOTAL	AIRPORT	5,528.92
602-3330	WATER TREATMENT PLANT	3,757.65
602-3340	WATER DISTRIBUTION	71,743.81

602 TOTAL	WATER	75,501.46
604-3200	WASTE WATER TREATMENT	95,609.03
604-3210	WASTE WATER IND PRETREAT	1,789.25
604-3250	WASTE WATER COLLECTION	227,140.26

604 TOTAL	SEWER	324,538.54

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
612-3220	RECYCLING PROGRAM	7,290.37
612-3230	WASTE COLLECTION	6,718.63
612-3240	LANDFILL	9,998.96

612 TOTAL	SANITATION	24,007.96
613-5650	CORN PALACE	8,140.75

613 TOTAL	CORN PALACE	8,140.75
614-5250	GOLF COURSE	2,076.25

614 TOTAL	GOLF COURSE	2,076.25
621-4600	EMS	1,401.98

621 TOTAL	EMERGENCY MEDICAL SERVICE	1,401.98

** TOTAL **		703,145.18

*** PROJECT TOTALS ***

PROJECT	LINE	ITEM	AMOUNT
E01 5311-FY18/19	MAINT	Maintenance/Repairs	1,663.21
** PROJECT E01 TOTAL **			1,663.21
H01 SPORTS COMPLEX EQUIPMENT	42500	REPAIR/MAINTENANCE	265.34
	42600	SUPPLIES/MAINTENANCE	2,387.78
	42603	SMALL EQUIPMENT	453.27
	42610	GAS-FUEL	113.32
** PROJECT H01 TOTAL **			3,219.71
H05 SOFTBALL	42500	REPAIR/MAINTENANCE	395.00
** PROJECT H05 TOTAL **			395.00
H06 ARENA-NORTH RINK	42600	SUPPLIES-MATERIALS	47.47
	42800	UTILITIES	2,767.79
** PROJECT H06 TOTAL **			2,815.26

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
H13 ARENA-SOUTH RINK	42200 PROFESSIONAL SERVICES	79.20
	42600 SUPPLIES-MAINTENANCE	431.97
	42800 UTILITIES	13,437.54
	** PROJECT H13 TOTAL **	13,948.71
H50 PARKS EQUIPMENT	42600 SUPPLIES/MATERIALS	1,024.84
	** PROJECT H50 TOTAL **	1,024.84
H51 PARK SHOP	42600 SUPPLIES/MATERIALS	214.54
	** PROJECT H51 TOTAL **	214.54
H55 DRY RUN CREEK PARK	42800 UTILITIES	60.15
	** PROJECT H55 TOTAL **	60.15
H56 HITCHCOCK PARK	42600 SUPPLIES/MATERIALS	97.94
	** PROJECT H56 TOTAL **	97.94
H65 AMPHITHEATER	42800 UTILITIES	59.95
	** PROJECT H65 TOTAL **	59.95
H77 SPORTSMANS CLUB	42800 UTILITIES	58.78
	** PROJECT H77 TOTAL **	58.78
H78 WEST END BOAT LAUNCH	42800 UTILITIES	6.80
	** PROJECT H78 TOTAL **	6.80
H79 LAKE PARK ACCESS AREAS	42800 UTILITIES	24.00
	** PROJECT H79 TOTAL **	24.00
H87 PATTON YOUNG	42800 UTILITIES	131.90
	** PROJECT H87 TOTAL **	131.90
J02 INDOOR AQUATIC CTR	CHEMICAL CHEMICALS	1,321.57
	** PROJECT J02 TOTAL **	1,321.57
J03 REC CTR-WELLNESS/FITNESS	SM-EQUIP SUPPLIES/MATERIAL-EQUIPMENT	209.79
	** PROJECT J03 TOTAL **	209.79
J06 REC CTR-GENERAL BLDG	SM-JANIT SUPPLIES/MATERIAL-JANITORIAL	611.40
	SM-OFFIC SUPPLIES/MATERIAL-OFFICE	311.63

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
	SM-PLUMB SUPPLIES/MATERIAL-PLUMBING	96.99
	** PROJECT J06 TOTAL **	1,020.02
J09 REC CTR UTILITIES	ELE/GAS UTILITIES-ELECTRIC/GAS	4,006.02
	** PROJECT J09 TOTAL **	4,006.02

NO ERRORS

** END OF REPORT **

PACKET: 07635 MEETING 01.05.2026
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1110 CITY COUNCIL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-00500	MITCHELL REPUBLIC					
		I-177941314.2026	101-41110-42600	SUPPLIES & MA CITY HALL RENEWAL SUBSCRIPTION 209970		302.29
DEPARTMENT 1110 CITY COUNCIL						TOTAL: 302.29

PACKET: 07635 MEETING 01.05.2026
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1410 ATTORNEY'S OFFICE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-03124	AMERICAN LEGAL PUBLISHI					
	I-47469		101-41410-42800	RECODIFY CITY 2026 WEB HOSTING FEE	209964	500.00
DEPARTMENT 1410 ATTORNEY'S OFFICE						TOTAL: 500.00

PACKET: 07635 MEETING 01.05.2026

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1420 FINANCE

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-200003531	101-41420-42700	TRAVEL		
				BATHKE, ROTH MEMBERSHIPS	209977	100.00
				DEPARTMENT 1420 FINANCE	TOTAL:	100.00

PACKET: 07635 MEETING 01.05.2026

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1935 INFORMATION TECHNOLOGY

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06894	TYLER TECHNOLOGIES, INC					
		I-CI100-00235837	101-41935-42920	COMPUTER SOFT 2026 TYLER SOFTWARE RENEWAL	209980	54,559.39
01-09119	CIVICPLUS LLC					
		I-355285	101-41935-42920	COMPUTER SOFT 2026 ANNUAL FEE RENEWAL	209965	3,147.19
		I-355767	101-41935-42920	COMPUTER SOFT 2026 CIVICPLUS WEBSITE HOST	209965	11,927.29
01-10285	KNOWBE4 INC.					
		I-INV411634	101-41935-42920	COMPUTER SOFT 2026 PHISHER SUBSCRIPTION	209967	1,322.04
		I-INV411635	101-41935-42920	COMPUTER SOFT 2026 SECURITY AWARENESS SUBSCR	209967	2,056.44
				DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		73,012.35

PACKET: 07635 MEETING 01.05.2026
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02378	POWER DMS INC					
		I-INV-147604	101-42110-42693	COMPUTER SOFT POWER PROGRAMS RENEWALS	209974	15,563.91
01-07635	LEADS ONLINE LLC					
		I-421766	101-42110-42693	COMPUTER SOFT LEADS ONLINE RENEWAL	209968	3,532.00
				DEPARTMENT 2110 POLICE DEPARTMENT	TOTAL:	19,095.91

PACKET: 07635 MEETING 01.05.2026
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01417	NEWVISION SECURITY LLC					
	I-29496		101-43100-42800	UTILITIES		
				JAN-MAR 2026 ALARM MONITORING	209972	75.00
DEPARTMENT 3100 STREET DEPARTMENT						TOTAL: 75.00

PACKET: 07635 MEETING 01.05.2026
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 4110 HEALTH & WELFARE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01749	SAFE PLACE OF EASTERN S					
	I-942		101-44110-42950	SAFE PLACE OF 2026 1ST QTR ALLOCATION	209975	3,750.00
DEPARTMENT 4110 HEALTH & WELFARE						TOTAL: 3,750.00

PACKET: 07635 MEETING 01.05.2026

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 5000 CULTURE & RECREATION

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01414	MITCHELL PREHISTORIC IN					
		I-12082025	101-45000-42908	PREHISTORIC A 2026 1ST QTR ALLOCATION	209969	6,250.00
				DEPARTMENT 5000 CULTURE & RECREATION	TOTAL:	6,250.00
				FUND 101 GENERAL	TOTAL:	103,085.55

PACKET: 07635 MEETING 01.05.2026

VENDOR SET: 01

FUND : 209 BUSINESS IMPROV DIST #4

DEPARTMENT: 6530 BUSINESS IMPROV #4

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04235	PLAYON INC					
		I-2018	209-46530-42900	BOARD PROJECT PLAYEASY FOR DESTINATIONS	209973	4,995.00
01-09407	SPECIAL OLYMPICS SOUTH					
		I-4098	209-46530-42920	SPORTS AUTHOR SPECIAL OLYMPICS STATE BB TOUR	209978	12,000.00
DEPARTMENT 6530 BUSINESS IMPROV #4						TOTAL: 16,995.00

FUND 209 BUSINESS IMPROV DIST #4						TOTAL: 16,995.00

PACKET: 07635 MEETING 01.05.2026
VENDOR SET: 01
FUND : 214 E-911 EMERGENCY
DEPARTMENT: 3500 E-911
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-04620	TOTAL RESPONSE					
		I-84527	214-43500-42910	SERVICE CONTR 2026 ANNUAL SOFTWARE RENEWAL	209979	5,838.55
		I-84527	214-43500-42700	DUES, TRAININ 2026 ANNUAL SOFTWARE RENEWAL	209979	4,179.00
DEPARTMENT 3500 E-911						TOTAL: 10,017.55

FUND 214 E-911 EMERGENCY				TOTAL:		10,017.55

PACKET: 07635 MEETING 01.05.2026

VENDOR SET: 01

FUND : 218 COMMUNITY SERVICES

DEPARTMENT: 5150 PALACE TRANSIT

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09875	MODEL 1 COMMERCIAL VEHI					
		I-VA119000752	218-45150-43410	PASSENGER BUS 2025 GLAVAL ENTOURAGE 32 BUS	209971	24,430.35
	PROJ: E01-BUS	5311-FY18/19		Bus		
			DEPARTMENT 5150	PALACE TRANSIT	TOTAL:	24,430.35
			FUND 218	COMMUNITY SERVICES	TOTAL:	24,430.35

PACKET: 07635 MEETING 01.05.2026

VENDOR SET: 01

FUND : 612 SANITATION

DEPARTMENT: 3240 LANDFILL

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-01417	NEWVISION SECURITY LLC					
		I-29485	612-43240-42800	UTILITIES JAN-MAR 2026 ALARM MONITORING	209972	76.00
		I-29486	612-43240-42800	UTILITIES JAN-MAR 2026 ALARM MONITORING	209972	76.00
DEPARTMENT 3240 LANDFILL						TOTAL: 152.00

FUND 612 SANITATION						TOTAL: 152.00

PACKET: 07635 MEETING 01.05.2026
VENDOR SET: 01
FUND : 614 GOLF COURSE
DEPARTMENT: 5250 GOLF COURSE
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-08892	ERIC HIEB					
		I-01012026	614-45250-42200	GOLF PRO CONT BASE CONTRACT 01.2026	209966	5,361.05
		I-010126	614-45250-42200	GOLF PRO CONT CLOVER CC FEES 01.2026	209966	239.44
DEPARTMENT 5250 GOLF COURSE						TOTAL: 5,600.49

FUND 614 GOLF COURSE				TOTAL:		5,600.49

PACKET: 07635 MEETING 01.05.2026

VENDOR SET: 01

FUND : 621 EMERGENCY MEDICAL SERVICE

DEPARTMENT: 4600 EMS

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-10568	DR. MATTHEW SCHAFER					
		I-01012026	621-44600-42200	PROFESSIONAL 2026 1ST QTR PAYMENT	209976	1,500.00
				DEPARTMENT 4600 EMS	TOTAL:	1,500.00

			FUND	621 EMERGENCY MEDICAL SERVICE	TOTAL:	1,500.00
					REPORT GRAND TOTAL:	161,780.94

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2026-2027	101-41110-42600	SUPPLIES & MATERIALS	302.29	1,000	697.71		
	101-41410-42800	RECODIFY CITY ORDINANCES	500.00	5,000	4,500.00		
	101-41420-42700	TRAVEL	100.00	6,440	6,340.00		
	101-41935-42920	COMPUTER SOFTWARE	73,012.35	158,512	85,499.65		
	101-42110-42693	COMPUTER SOFTWARE	19,095.91	123,465	104,369.09		
	101-43100-42800	UTILITIES	75.00	15,000	14,925.00		
	101-44110-42950	SAFE PLACE OF EASTERN SD	3,750.00	14,000	10,250.00		
	101-45000-42908	PREHISTORIC ARCH SITE	6,250.00	13,300	7,050.00		
	209-46530-42900	BOARD PROJECTS	4,995.00	30,000	25,005.00		
	209-46530-42920	SPORTS AUTHORITY PROMO	12,000.00	150,000	138,000.00		
	214-43500-42700	DUES, TRAINING	4,179.00	8,451	4,272.00		
	214-43500-42910	SERVICE CONTRACTS	5,838.55	39,807	33,968.45		
	218-45150-43410	PASSENGER BUS	24,430.35	65,385	40,954.65		
	612-43240-42800	UTILITIES	152.00	13,000	12,848.00		
	614-45250-42200	GOLF PRO CONTRACT	5,600.49	80,000	74,399.51		
	621-44600-42200	PROFESSIONAL SERVICES	1,500.00	7,450	5,950.00		
** 2026-2027 YEAR TOTALS **			161,780.94				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	302.29
101-1410	ATTORNEY'S OFFICE	500.00
101-1420	FINANCE	100.00
101-1935	INFORMATION TECHNOLOGY	73,012.35
101-2110	POLICE DEPARTMENT	19,095.91
101-3100	STREET DEPARTMENT	75.00
101-4110	HEALTH & WELFARE	3,750.00
101-5000	CULTURE & RECREATION	6,250.00

101 TOTAL	GENERAL	103,085.55
209-6530	BUSINESS IMPROV #4	16,995.00

209 TOTAL	BUSINESS IMPROV DIST #4	16,995.00

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
214-3500	E-911	10,017.55

214 TOTAL	E-911 EMERGENCY	10,017.55
218-5150	PALACE TRANSIT	24,430.35

218 TOTAL	COMMUNITY SERVICES	24,430.35
612-3240	LANDFILL	152.00

612 TOTAL	SANITATION	152.00
614-5250	GOLF COURSE	5,600.49

614 TOTAL	GOLF COURSE	5,600.49
621-4600	EMS	1,500.00

621 TOTAL	EMERGENCY MEDICAL SERVICE	1,500.00

** TOTAL **		161,780.94

*** PROJECT TOTALS ***

PROJECT	LINE ITEM	AMOUNT
E01 5311-FY18/19	BUS Bus	24,430.35
** PROJECT E01 TOTAL **		24,430.35

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:	January 5, 2026	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 1-20-26		
Explanation/Background of Agenda Item Requested:	<input 129="" 35'.="" 65-68="" as="" at="" city="" county,="" dakota.="" davison="" described="" district."="" dr,="" harmon="" head="" indian="" is="" lake="" legally="" located="" lots="" mitchell,="" of="" property="" residential="" rl="" s="" south="" subdivision,="" the="" this="" type="text" value="Bart & Nikki Fredericksen have applied for a Variance Permit for front yard (lake side) setback of 8' vs 35' for the existing addition in 2019 and a new addition of 20'-8" vs="" zoned=""/>		



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

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

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

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

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

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

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

- Description of Variance: Front yard setback of 8' vs 35' for existing addition in 2019 and new addition of 20'-8" vs 35'.
- Description of Hardship: Building permit was issued in 2019 stating setback was met on the building permit however one should have been required. Applicant would like to build a new addition further setback than the 2019 addition.

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

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

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

This Application is for the following described real property:

Legal Description: Lots 65-68 of Indian Head Subdivision, City of Mitchell, Davison County, South Dakota

Property Address: 129 N Harmon Dr

Dated this 22nd **of** December, 2025.


APPLICANT

Bart & Nikki Fredericksen
OWNER



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:	January 5, 2026	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 following Alcohol License Application to Transfer RL-19079 Retail (on-sale) Liquor License from Anisa Deinert dba Jades, 107 North Main Street to VFW Post #2750, 215 North Main Street (Basement)		
Explanation/Background of Agenda Item Requested:	All required documents have been submitted		

Date Received _____
Date Issued _____

License No. RL-

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

VFW Post 2750
215 N. MAIN STREET
MITCHELL, SD 57301

Owner's Telephone #: MARTIN CHRISTENSEN
605 933-7720

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

VFW 2750
215 N. MAIN STREET
MITCHELL, SD 57301

Business Telephone #: 605 996 9470

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

County: DAVIDSON

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

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

D. Legal description of licensed premise:

Lot 5 Block B
City of Mitchell, SD

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

E. State Sales Tax Number 1014-3693 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 3 NOV 2025 Print Name Martin Christensen Signature [Signature] Om/ADJ VFW BS
2750

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

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

Name of corporation/partnership/LP LLC Crown Palace Cigar Box 750

Address of office and principal place of business of corporation/partnership/LP/LLC 215 N. MAIN ST Mitchell SD

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

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

Name	Office	Address	Occupation
Arthur Escalante	Commander	807 E. 6th Ave Mitchell SD	Ret USN
Jerome White	S-Vice	40194 24th St Mitchell SD	Ret USAF
Lee Knudson	S-Vice	130 N. Rowley Mitchell SD	AKG
Martin Christensen	Om, ADJ	25044 43rd Ave " "	Retired Principal & USAF

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?

VIEW BOX 750 with Quallen records / ADJ

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



Martin Christensen
Om, ADJ with Box 750

3 Nov 2025

NORTH

VFW BASEMENT - (215 N MAIN)
MAIN STREET

SOUTH

Storage

(HALLWAY)

Office

Storage

Storage

table

Cut
WALL
Storage

door

Stairs
↓
case
to
Basement

Furnace

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:	January 5, 2026	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 2026 Official Depositories		
Explanation/Background of Agenda Item Requested:	The Official Depositories must be designated annually.		

CITY OF MITCHELL 2026 OFFICIAL DEPOSITORIES

The following official depositories of the City of Mitchell qualify for deposit or investment of municipal funds under SDCL 9-22-6, 9-22-6.1, and 9-22-6.2 and meet collateralization requirements of SDCL 4-6A-3 as required by law.

BankWest
1200 East Spruce Street
1920 North Sanborn Blvd
Mitchell, SD 57301
(605)995-5059

CorTrust
100 East Havens
719 North Main
Mitchell, SD 57301
(605)996-5910

First Dakota
1712 N Main Street
500 East Norway Avenue
Mitchell, SD 57301-0215
(605)996-3364

First National Bank SD
210 North Lawler
Mitchell, SD 57301
(605)996-7755

Farmers State Bank
115 East Havens Avenue
Mitchell, SD 57301
(605)996-1000

First Interstate Bank
714 South Burr
Mitchell, SD 57301
(605)996-8100

Plains Commerce
900 South Burr Street
Mitchell, SD 57301
(605)996-1102

SD Public Funds Investment Trust
(SD FIT)
208 Island Drive
Ft. Pierre, SD 57532
(866)314-0060

Wells Fargo
403 North Lawler
Mitchell, SD 57301
(605)995-3500

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:	January 5, 2026	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	101-42200-43200, \$2,500,000		
Agenda Item:	Action to Approve Agreement #A2026-01 with designArc Group, LLC for Mitchell Fire Station		
Explanation/Background of Agenda Item Requested:	designArc Group has been requested to provide full Architecture and Engineering services for a new fire station to better serve Mitchell and the surrounding service area. Services will include Architectural, Civil, Structural, Mechanical and Electrical Engineering. The provided agreement covers professional services from the schematic design phase to project closeout. designArc Group has provided preliminary services at no cost to the City to assist with proposed budgeting and scoping. The fee includes geotechnical work to assist with structural and civil design. The proposed work will be provided at a lump sum fee of \$161,900. Staff recommends approval of the proposed agreement with designArc Group for the services described in the agreement at a lump sum fee of \$161,900.		



November 24, 2025

City of Mitchell
612 N Main Street
Mitchell, SD 57301
Joseph Schroeder
Joe.schroeder@cityofmithellsd.gov
605-995-8420

RE: Fire Station
Mitchell, SD

Joseph,

We appreciate the opportunity to provide this proposal agreement for professional services. Below is our understanding of the project, our proposed scope of services, and our proposed fee for the work requested:

PROJECT DESCRIPTION:

1. Provide programming and schematic design drawings of a new fire station in the city of Mitchell. Once the initial design has been approved by the city designArc will proceed into design development and take it all the way through construction administration and close-out documents.

SCOPE OF SERVICES:

This proposal is for **Architectural Civil, Structural, Mechanical & Electrical Engineering services to include:**

Schematic Design:

- Meetings with the Client to indicate believable major design options, providing the size and placement of all building features so that the Client can make an informed decision to move forward with a particular design. This will generally show the exact size and shape of each room, and the built-in features to support them (i.e. counters, plumbing fixtures, stairs, doors, windows, ceilings, etc).
 - Initial identification of the type of engineering systems to use to reserve space for the systems (i.e. furnaces, ductwork, roof structure type).

Design Development:

- Meetings with the Client to refine a single design option and begin to identify the exact types and spaces needed for all systems. This will also be the time to review detailed questions with the Client (i.e. acoustic control measures, door hardware intent, interior finish selections, trash collection).

Construction Documents:

- drawings to meet the Client's needs for permitting, bidding, and/or construction detailing. Drawings shall be formatted to meet all necessary jurisdictional code requirements and shall be included within a multi-discipline set of construction documents when necessary.
- Construction specifications tailored to the Client's needs to allow for competitive bidding and quality control. Specifications shall be on sheet and shall include technical product specifications only.

Bidding and Permitting services to include:

- Permitting assistance to include submittals to the jurisdiction of all necessary permit documents and permitting question review and responses. The Client shall directly pay any fees to the jurisdiction.
- Bidding assistance to include answers to all bidder questions only.





PROPOSAL FOR SERVICES

Construction administration services to include:

- The Architect shall review and approve, or take other appropriate action on, the Contractor's submittals (including shop drawings, product data, and samples) for the limited purpose of checking conformance with the design intent.
- Response to builder requests for additional information.
- The Architect shall review the Contractor's applications for payment and, if appropriate, issue certificates for payment to the Owner, representing that the Work has progressed to the point indicated and is in general accordance with the Contract Documents
- The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work. The Architect shall not be required to make continuous or exhaustive inspections and shall not be responsible for construction means, methods, techniques, sequences, or safety.
- The Architect shall serve as the primary representative of the Owner in dealings with the Contractor. Communications between the Owner and Contractor shall be made through the Architect.
- The Architect shall prepare change orders and construction change directives as required, consistent with the Contract Documents

Close-out Documents:

- The Architect shall conduct inspections to determine the dates of substantial and final completion, prepare a list of items requiring correction (punch list), and review the Contractor's closeout submissions.
- Provide Close-out documents including AIA forms, as-built and O&M's

OVERALL FEE:

Includes A/E:

Programming

DAG Donated 15 Hours (Completed)

SD- CA & Close-out Documents:

\$157,100

Geotechnical - 6 test boring (4-building & 2 parking)

\$4,800

Total Fee:

\$161,900

The Scope of Services items listed above comprise the full list of tasks and deliverables to be provided under this project. Any additional work requirements beyond those listed above will be considered additional services and/or reimbursable expenses. A detailed list of common additional services items can be found in *Exhibit A – Service Agreement Details*. However, we wish to note that we do not expect any of these items to be necessary for the project at this time; otherwise, we would have listed them as a base service to you.

EXHIBITS:

This Agreement and the attached Exhibits constitute the full agreement for the Client and designArc Group.

- Exhibit A - Service Agreement Details

Joseph, should the above proposal look acceptable, please sign below, and return a copy to our office. We will not proceed with the work until requested by you or an approved agent on your behalf. This proposal is valid for 90 days. Upon confirmation to proceed, we can begin our process with you immediately.

Respectfully Submitted,

Thomas Squires, Associate Principal
designArc Group, LLC



designArc Group
architecture + engineering

EXHIBIT A - SERVICE AGREEMENT DETAILS

designArc Group shall perform the services outlined in this agreement for the stated fee arrangement.

IF AN HOURLY FEE

Where the fee arrangement is to be on an hourly basis the rates shall be those that prevail at the time services are rendered.

BILLINGS/PAYMENTS

- Invoices will be sent monthly on the 1st of each month.
- Monthly invoice amount will be for work completed to date.
- Invoice payment is to be received within 30 days from date on invoice.
 - Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date, and the designArc Group may.
 - A monthly statement of past dues will be issued monthly.
 - If payment remains delinquent 60 days past due; all design work will stop.

LIMITS TO FEE PROPOSAL DURATION

If Basic Services covered by this Agreement have not been started within 12 months of the date hereof, through no fault of designArc Group, the amount of compensation set forth in this Agreement may be equitably adjusted by designArc Group and set forth with a new fee proposal agreement document for the Client's acceptance.

CLIENT ACKNOWLEDGEMENT OF SERVICES WITHOUT SIGNATURE

This agreement will expire if not signed within ninety (90) days of the agreement date. However, although designArc Group requests written acceptance of the Agreement, the following actions shall also constitute Client's acceptance of the Agreement:

- 1) Client issuing an authorizing purchase order for any of the services;
- 2) Client requesting designArc Group's presence at meetings (in person or virtual);
- 3) Client requesting information from designArc Group that would require any level of design effort to complete;
- 4) Client requesting designArc Group to review and/or investigate existing conditions or documents, or;
- 5) Client providing written, or electronic notification for designArc Group to proceed with any of the services.

Issuance of a purchase order or alternate contract by the Client that contains separate terms and conditions will not take precedence or modify the terms and conditions contained within this Agreement unless specifically agreed to in writing by designArc Group.

ACCESS TO SITE

Unless otherwise stated, designArc Group will have access to the site for activities necessary for the performance of the services. designArc Group will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

HIDDEN CONDITIONS AND HAZARDOUS MATERIALS

If designArc Group or a consulting Engineer determines a condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation; or if designArc Group or a consulting Engineer has reason to believe that such a condition may exist, the Architect or Engineers shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Architect or Engineer has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and designArc Group shall not be responsible for the existing condition nor any resulting damage to persons or property. designArc Group



shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

INDEMNIFICATIONS

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner, its officers, directors, employees, and agents from and against any third-party claims, damages, losses, or expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, errors, or omissions of the Architect, its employees, or its consultants in the performance of services under this Agreement.

TERMINATION OF SERVICES

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay designArc Group for all services rendered up to the date of termination, all reimbursable expenses incurred, and reasonable termination expenses (these being made clear in a final invoice).

OWNERSHIP OF DOCUMENTS

All documents produced by designArc Group under this agreement shall remain the property of designArc Group and the City of Mitchell.

DISPUTE RESOLUTION

Any claim or dispute between the client and designArc Group shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If mediation should fail, either parties may resort to litigation in the State of South Dakota, Third Judicial Circuit Court.

NO WARRANTY

The Architect or Engineer(s) have endeavored to perform its services in accordance with generally accepted standards of practice in effect at the time of performance. The Client recognizes that neither designArc nor any of designArc Group's Subconsultants or Subcontractors owes any fiduciary responsibility to the Client.

INSURANCE

The Architect shall maintain, at its own expense, the following insurance during the term of this Agreement:

1. Commercial General Liability Insurance
 - a. Limits: not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - b. Coverage: bodily injury, property damage, personal injury, and contractual liability.
2. Automobile Liability Insurance
 - a. Limits: not less than \$1,000,000 combined single limit.
 - b. Coverage: owned, non-owned, and hired vehicles.
3. Workers' Compensation & Employer's Liability Insurance
 - a. Workers' Compensation as required by applicable law.
 - b. Employer's Liability limits not less than \$500,000 per accident/disease.
4. Professional Liability (Errors & Omissions) Insurance
 - a. Limits: not less than \$1,000,000 per claim and \$1,000,000 annual aggregate.
 - b. Coverage shall be maintained for a period of at least one (1) year following completion of the services under this Agreement.
5. Certificates of Insurance
Upon request, the Architect shall provide the Owner with certificates of insurance evidencing the required coverages. Each policy shall provide that coverage will not be canceled or materially altered without at least thirty (30) days' written notice to the Owner.
6. Owner's Insurance
The Owner shall maintain property insurance upon the entire Work at the site to the full insurable value thereof, including the interests of the Owner, Contractor, and Architect as their interests may appear. The Owner shall also maintain liability insurance as required by the Contract for Construction.

COMMON ADDITIONAL SERVICES TASKS, HOURLY BILLABLE RATES, AND REIMBURSABLE EXPENSES

The items listed below are tasks that designArc Group can provide to the Client on an as-needed basis as Additional Services but are understood by the architect/engineer as not to be needed on this project. Additional services shall be negotiated as a lump sum fee proposal adjustment directly after the time of request, or charged at designArc Group's (or consulting Engineer's) current standard hourly rates or Reimbursable Expenses as indicated with the rates and costs in this section.

Items NOT included in the base services under this fee proposal:

1. Geotechnical services for soil testing and other site conditions. designArc Group can assist the Client in selecting a reputable firm to provide pre-construction exploratory testing services if needed.
2. Building permitting fees. Any permitting fees will be forwarded directly to you for direct payment to the jurisdiction.
3. Costs toward professional printing of project renderings and display boards. Any costs incurred by designArc Group will be forwarded for reimbursement to you at cost.
4. Landscaping design is beyond zoning minimum requirements.
5. Traffic studies.
6. Environmental impact assessments.
7. Feasibility prospectus development studies.
8. Full existing facilities assessment to include the condition of all systems and phased recommendations.
9. Flow gauging and model testing of local water supply.
10. Lease/exhibit drawings of tenant spaces.
11. Special energy analysis modeling beyond local code requirements.
12. LEED / sustainability certification procedures.
13. Lot master planning drawings(s) for PDD / PUD.
14. Attend public hearings for PDD / PUD / Rezone / etc.
15. Fixtures, furnishings & equipment (FF&E) design, specification, or procurement (i.e. furniture and movable items).
16. Responsibility matrix between Client and Builder for common supply and install items coordination.
17. ~~Value Engineering (VE) analysis and recommendations.~~
18. ~~Conduct a one year post occupancy walkthrough after substantial completion, follow through with actions.~~
19. Leave-behind physical interior finish boards

HOURLY BILLABLE RATES:

The hourly billing rates for services of designArc Group are set forth below.

Architectural:

Principal	\$210/hour
Associate Principal:	\$185/hour
Project Architect:	\$165/hour
Sr. Interior Designer:	\$165/hour
Architectural Associate:	\$145/hour
Interior Designer:	\$145/hour
Student Intern:	\$100/hour

MEP Engineering:

Engineer 3:	\$185/hour
Engineer 2:	\$165/hour
Engineer 1:	\$150/hour
Graduate Engineer 2:	\$140/hour
Graduate Engineer 1:	\$120/hour
Student Intern:	\$100/hour

Administrative Support:

Administrative	\$120/hour
----------------	------------

REIMBURSABLE EXPENSES:

Reimbursable expenses are those expenditures made by designArc Group. Such expenditures are included but are not limited to transportation or printing costs. The rates for these reimbursable expenses are listed below. Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes.

Mileage: \$0.70/mile

In-house Printing:

11" x 17"	\$1.00/ea.
12" x 18"	\$2.00/ea.



designArc Group
architecture + engineering

15" x 21"	\$2.25/ea.
24" x 36"	\$3.25/ea.
30" x 42"	\$3.50/ea.

PHASE SIGNOFFS AND MODEL LOCKING

Architectural and Engineering designs progress under a series of phases, in which the design vision starts very broad to ask for and record the Client's needs, and schematic options are then presented to the Client. The Client is given adequate information, with realistic scale and features of the design, to make an informed decision that he/she is comfortable with the direction of the project's design. After this point, the full Engineering team proceeds with design development of all systems requirements and asks pointed questions and fits these systems into the agreed-upon schematic design chosen. Because engineering is more detail-oriented, engineers are seldomly involved in early planning stages which define the vision, and as such have lower fees to account for the lower time involvement in the project than the architect.

Significant rework after the Client's schematic design approval is problematic for engineers, in that they are given a smaller window of time to account for the entirety of their work and often cannot afford time toward revisions. It is easier for the full team and the Client to **"Plan Slow and Execute Fast"** to spend enough time in the schematic phase to confirm the Client understands their schematic design *prior to* full engineering drawing development. This is the reason we will insist on two signature forms to formalize the decision-making at the right times. Significant redesign requests (above the language below) can result in additional services charges and/or time extensions. Signatures will be required and a copy shared to the client. Rework resulting from errors or omissions on the architect/engineer's part shall of course not require additional services or time extensions.

SCHEMATIC DESIGN SIGNOFF:

1. Signoff on general building layout, program spaces and general configuration. Major design changes beyond this point will require additional fees and/or time extensions.
2. Major design change examples:
 - a. Shifting entire building components or site components.
 - b. Changing the intent of the building structure.
 - c. Shifting, eliminating, or adding entire rooms.

50% DESIGN DEVELOPMENT SIGNOFF:

3. General design development Model Lock in which any floor plan changes beyond this point require additional fees and/or time extensions.
4. Floor plan change examples:
 - a. Items listed above.
 - b. Shifting, eliminating, or adding of any walls, doors, windows, columns, casework, ceilings, and equipment.

ERRORS AND OMISSIONS BY THE DESIGN TEAM, AND THE "STANDARD OF CARE"

designArc Group and consulting engineers shall abide by the American Institute of Architects' statement regarding the Standard of Care: "The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project."

Architectural and/or engineering professional errors and omissions, as usually discovered either during permitting/bidding review procedures or during construction, happen on occasion on any project. If an error or omission is discovered during either permitting or bidding, this typically will not present a financial burden on the Client. designArc Group and consulting engineers will work to make any corrections needed to the documents without any additional financial compensation.

If an error or omission is discovered during construction, this may present a financial burden on the Client. designArc Group and consulting engineers will work to make corrections needed to the documents without any additional financial compensation, and can be made available to discuss if reimbursement to the Owner for partial or full cost of the corrections is warranted for the situation.

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:	January 5, 2026	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	201-45160-4330, \$1,250,000		
Agenda Item:	Action to Approve Agreement #A2026-02 with designArc Group, LLC for Mitchell Ice Arena Roof Replacement		
Explanation/Background of Agenda Item Requested:	designArc Group had a proposal approved at the March 3, 2025 council meeting to evaluate the Ice Arena Roof. The roof has experienced leaks due to rain and snow in past years. A second proposal was approved on June 2, 2025 to continue their work to evaluate a new roof. It was determined that the best option forward is to remove and replace the current roof on the north building. The attached agreement includes full professional services from design to project closeout. The proposed work will be provided at a lump sum fee of \$54,000. Staff recommends approval of the proposed agreement with designArc Group for the services described in the agreement at a lump sum fee of \$54,000.		



November 24, 2025

City of Mitchell
612 N Main Street
Mitchell, SD 57301
Joseph Schroeder
Joe.schroeder@cityofmithellsd.gov
605-995-8420

RE: Roof Replacement Ice Arena
Mitchell, SD

Joseph,

We appreciate the opportunity to provide this proposal agreement for professional services. Below is our understanding of the project, our proposed scope of services, and our proposed fee for the work requested:

PROJECT DESCRIPTION:

1. Scope is to provide demolition and new construction drawings for the Mitchell Ice Arena roof replacement. The design would be using a Bulter System and Certified Contractor in order for the existing building to be warranty by Butler.

SCOPE OF SERVICES:

This proposal is for **Architectural and Structural Engineering services to include:**

Schematic Design:

- Meetings with the Client to indicate believable major design options, providing the size and placement of all building features so that the Client can make an informed decision to move forward with a particular design. This will generally show the exact size and shape of each room, and the built-in features to support them (i.e. counters, plumbing fixtures, stairs, doors, windows, ceilings, etc).
 - Initial identification of the type of engineering systems to use to reserve space for the systems (i.e. furnaces, ductwork, roof structure type).

Design Development:

- Meetings with the Client to refine a single design option and begin to identify the exact types and spaces needed for all systems. This will also be the time to review detailed questions with the Client (i.e. acoustic control measures, door hardware intent, interior finish selections, trash collection).

Construction Documents:

- drawings to meet the Client's needs for permitting, bidding, and/or construction detailing. Drawings shall be formatted to meet all necessary jurisdictional code requirements and shall be included within a multi-discipline set of construction documents when necessary.
- Construction specifications tailored to the Client's needs to allow for competitive bidding and quality control. Specifications shall be on sheet and shall include technical product specifications only.

Bidding and Permitting services to include:

- Permitting assistance to include submittals to the jurisdiction of all necessary permit documents and permitting question review and responses. The Client shall directly pay any fees to the jurisdiction.
- Bidding assistance to include answers to all bidder questions only.





PROPOSAL FOR SERVICES

Construction administration services to include:

- The Architect shall review and approve, or take other appropriate action on, the Contractor's submittals (including shop drawings, product data, and samples) for the limited purpose of checking conformance with the design intent.
- Response to builder requests for additional information.
- The Architect shall review the Contractor's applications for payment and, if appropriate, issue certificates for payment to the Owner, representing that the Work has progressed to the point indicated and is in general accordance with the Contract Documents
- The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work. The Architect shall not be required to make continuous or exhaustive inspections and shall not be responsible for construction means, methods, techniques, sequences, or safety.
- The Architect shall serve as the primary representative of the Owner in dealings with the Contractor. Communications between the Owner and Contractor shall be made through the Architect.
- The Architect shall prepare change orders and construction change directives as required, consistent with the Contract Documents

Close-out Documents:

- The Architect shall conduct inspections to determine the dates of substantial and final completion, prepare a list of items requiring correction (punch list), and review the Contractor's closeout submissions.
- Provide Close-out documents including AIA forms, as-built and O&M's

OVERALL FEE:

Includes A/E:

Programming – CA & Close-out Documents: \$54,000

Total: \$54,000

The Scope of Services items listed above comprise the full list of tasks and deliverables to be provided under this project. Any additional work requirements beyond those listed above will be considered additional services and/or reimbursable expenses. A detailed list of common additional services items can be found in *Exhibit A – Service Agreement Details*. However, we wish to note that we do not expect any of these items to be necessary for the project at this time; otherwise we would have listed them as a base service to you.

EXHIBITS:

This Agreement and the attached Exhibits constitute the full agreement for the Client and designArc Group.

- Exhibit A - Service Agreement Details

Joseph, should the above proposal look acceptable, please sign below, and return a copy to our office. We will not proceed with the work until requested by you or an approved agent on your behalf. This proposal is valid for 90 days. Upon confirmation to proceed, we can begin our process with you immediately.

Respectfully Submitted,

Thomas Squires, Associate Principal
designArc Group, LLC



designArc Group
architecture + engineering

EXHIBIT A - SERVICE AGREEMENT DETAILS

designArc Group shall perform the services outlined in this agreement for the stated fee arrangement.

IF AN HOURLY FEE

Where the fee arrangement is to be on an hourly basis the rates shall be those that prevail at the time services are rendered.

BILLINGS/PAYMENTS

- Invoices will be sent monthly on the 1st of each month.
- Monthly invoice amount will be for work completed to date.
- Invoice payment is to be received within 30 days from date on invoice.
 - Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date, and the designArc Group may.
 - A monthly statement of past dues will be issued monthly.
 - If payment remains delinquent 60 days past due; all design work will stop.

LIMITS TO FEE PROPOSAL DURATION

If Basic Services covered by this Agreement have not been started within 12 months of the date hereof, through no fault of designArc Group, the amount of compensation set forth in this Agreement may be equitably adjusted by designArc Group and set forth with a new fee proposal agreement document for the Client's acceptance.

CLIENT ACKNOWLEDGEMENT OF SERVICES WITHOUT SIGNATURE

This agreement will expire if not signed within ninety (90) days of the agreement date. However, although designArc Group requests written acceptance of the Agreement, the following actions shall also constitute Client's acceptance of the Agreement:

- 1) Client issuing an authorizing purchase order for any of the services;
- 2) Client requesting designArc Group's presence at meetings (in person or virtual);
- 3) Client requesting information from designArc Group that would require any level of design effort to complete;
- 4) Client requesting designArc Group to review and/or investigate existing conditions or documents, or;
- 5) Client providing written, or electronic notification for designArc Group to proceed with any of the services.

Issuance of a purchase order or alternate contract by the Client that contains separate terms and conditions will not take precedence or modify the terms and conditions contained within this Agreement unless specifically agreed to in writing by designArc Group.

ACCESS TO SITE

Unless otherwise stated, designArc Group will have access to the site for activities necessary for the performance of the services. designArc Group will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

HIDDEN CONDITIONS AND HAZARDOUS MATERIALS

If designArc Group or a consulting Engineer determines a condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation; or if designArc Group or a consulting Engineer has reason to believe that such a condition may exist, the Architect or Engineers shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the Architect or Engineer has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and designArc Group shall not be responsible for the existing condition nor any resulting damage to persons or property. designArc Group



shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

INDEMNIFICATIONS

To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner, its officers, directors, employees, and agents from and against any third-party claims, damages, losses, or expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, errors, or omissions of the Architect, its employees, or its consultants in the performance of services under this Agreement.

TERMINATION OF SERVICES

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay designArc Group for all services rendered up to the date of termination, all reimbursable expenses incurred, and reasonable termination expenses (these being made clear in a final invoice).

OWNERSHIP OF DOCUMENTS

All documents produced by designArc Group under this agreement shall remain the property of designArc Group and the City of Mitchell.

DISPUTE RESOLUTION

Any claim or dispute between the client and designArc Group shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). If mediation should fail, either parties may resort to litigation in the State of South Dakota, Third Judicial Circuit Court.

NO WARRANTY

The Architect or Engineer(s) have endeavored to perform its services in accordance with generally accepted standards of practice in effect at the time of performance. The Client recognizes that neither designArc nor any of designArc Group's Subconsultants or Subcontractors owes any fiduciary responsibility to the Client.

INSURANCE

The Architect shall maintain, at its own expense, the following insurance during the term of this Agreement:

1. Commercial General Liability Insurance
 - a. Limits: not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - b. Coverage: bodily injury, property damage, personal injury, and contractual liability.
2. Automobile Liability Insurance
 - a. Limits: not less than \$1,000,000 combined single limit.
 - b. Coverage: owned, non-owned, and hired vehicles.
3. Workers' Compensation & Employer's Liability Insurance
 - a. Workers' Compensation as required by applicable law.
 - b. Employer's Liability limits not less than \$500,000 per accident/disease.
4. Professional Liability (Errors & Omissions) Insurance
 - a. Limits: not less than \$1,000,000 per claim and \$1,000,000 annual aggregate.
 - b. Coverage shall be maintained for a period of at least one (1) year following completion of the services under this Agreement.
5. Certificates of Insurance
Upon request, the Architect shall provide the Owner with certificates of insurance evidencing the required coverages. Each policy shall provide that coverage will not be canceled or materially altered without at least thirty (30) days' written notice to the Owner.
6. Owner's Insurance
The Owner shall maintain property insurance upon the entire Work at the site to the full insurable value thereof, including the interests of the Owner, Contractor, and Architect as their interests may appear. The Owner shall also maintain liability insurance as required by the Contract for Construction.



COMMON ADDITIONAL SERVICES TASKS, HOURLY BILLABLE RATES, AND REIMBURSABLE EXPENSES

The items listed below are tasks that designArc Group can provide to the Client on an as-needed basis as Additional Services but are understood by the architect/engineer as not to be needed on this project. Additional services shall be negotiated as a lump sum fee proposal adjustment directly after the time of request, or charged at designArc Group's (or consulting Engineer's) current standard hourly rates or Reimbursable Expenses as indicated with the rates and costs in this section.

Items NOT included in the base services under this fee proposal:

1. Geotechnical services for soil testing and other site conditions. designArc Group can assist the Client in selecting a reputable firm to provide pre-construction exploratory testing services if needed.
2. Building permitting fees. Any permitting fees will be forwarded directly to you for direct payment to the jurisdiction.
3. Costs toward professional printing of project renderings and display boards. Any costs incurred by designArc Group will be forwarded for reimbursement to you at cost.
4. Landscaping design is beyond zoning minimum requirements.
5. Traffic studies.
6. Environmental impact assessments.
7. Feasibility prospectus development studies.
8. Full existing facilities assessment to include the condition of all systems and phased recommendations.
9. Flow gauging and model testing of local water supply.
10. Lease/exhibit drawings of tenant spaces.
11. Special energy analysis modeling beyond local code requirements.
12. LEED / sustainability certification procedures.
13. Lot master planning drawings(s) for PDD / PUD.
14. Attend public hearings for PDD / PUD / Rezone / etc.
15. Fixtures, furnishings & equipment (FF&E) design, specification, or procurement (i.e. furniture and movable items).
16. Responsibility matrix between Client and Builder for common supply and install items coordination.
17. ~~Value Engineering (VE) analysis and recommendations.~~
18. ~~Conduct a one year post occupancy walkthrough after substantial completion, follow through with actions.~~
19. Leave-behind physical interior finish boards

HOURLY BILLABLE RATES:

The hourly billing rates for services of designArc Group are set forth below.

Architectural:

Principal	\$210/hour
Associate Principal:	\$185/hour
Project Architect:	\$165/hour
Sr. Interior Designer:	\$165/hour
Architectural Associate:	\$145/hour
Interior Designer:	\$145/hour
Student Intern:	\$100/hour

MEP Engineering:

Engineer 3:	\$185/hour
Engineer 2:	\$165/hour
Engineer 1:	\$150/hour
Graduate Engineer 2:	\$140/hour
Graduate Engineer 1:	\$120/hour
Student Intern:	\$100/hour

Administrative Support:

Administrative	\$120/hour
----------------	------------

REIMBURSABLE EXPENSES:

Reimbursable expenses are those expenditures made by designArc Group. Such expenditures are included but are not limited to transportation or printing costs. The rates for these reimbursable expenses are listed below. Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes.

Mileage: \$0.70/mile

In-house Printing:

11" x 17"	\$1.00/ea.
12" x 18"	\$2.00/ea.



designArc Group
architecture + engineering

15" x 21"	\$2.25/ea.
24" x 36"	\$3.25/ea.
30" x 42"	\$3.50/ea.

PHASE SIGNOFFS AND MODEL LOCKING

Architectural and Engineering designs progress under a series of phases, in which the design vision starts very broad to ask for and record the Client's needs, and schematic options are then presented to the Client. The Client is given adequate information, with realistic scale and features of the design, to make an informed decision that he/she is comfortable with the direction of the project's design. After this point, the full Engineering team proceeds with design development of all systems requirements and asks pointed questions and fits these systems into the agreed-upon schematic design chosen. Because engineering is more detail-oriented, engineers are seldomly involved in early planning stages which define the vision, and as such have lower fees to account for the lower time involvement in the project than the architect.

Significant rework after the Client's schematic design approval is problematic for engineers, in that they are given a smaller window of time to account for the entirety of their work and often cannot afford time toward revisions. It is easier for the full team and the Client to **"Plan Slow and Execute Fast"** to spend enough time in the schematic phase to confirm the Client understands their schematic design *prior to* full engineering drawing development. This is the reason we will insist on two signature forms to formalize the decision-making at the right times. Significant redesign requests (above the language below) can result in additional services charges and/or time extensions. Signatures will be required and a copy shared to the client. Rework resulting from errors or omissions on the architect/engineer's part shall of course not require additional services or time extensions.

SCHEMATIC DESIGN SIGNOFF:

1. Signoff on general building layout, program spaces and general configuration. Major design changes beyond this point will require additional fees and/or time extensions.
2. Major design change examples:
 - a. Shifting entire building components or site components.
 - b. Changing the intent of the building structure.
 - c. Shifting, eliminating, or adding entire rooms.

50% DESIGN DEVELOPMENT SIGNOFF:

3. General design development Model Lock in which any floor plan changes beyond this point require additional fees and/or time extensions.
4. Floor plan change examples:
 - a. Items listed above.
 - b. Shifting, eliminating, or adding of any walls, doors, windows, columns, casework, ceilings, and equipment.

ERRORS AND OMISSIONS BY THE DESIGN TEAM, AND THE "STANDARD OF CARE"

designArc Group and consulting engineers shall abide by the American Institute of Architects' statement regarding the Standard of Care: "The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project."

Architectural and/or engineering professional errors and omissions, as usually discovered either during permitting/bidding review procedures or during construction, happen on occasion on any project. If an error or omission is discovered during either permitting or bidding, this typically will not present a financial burden on the Client. designArc Group and consulting engineers will work to make any corrections needed to the documents without any additional financial compensation.

If an error or omission is discovered during construction, this may present a financial burden on the Client. designArc Group and consulting engineers will work to make corrections needed to the documents without any additional financial compensation, and can be made available to discuss if reimbursement to the Owner for partial or full cost of the corrections is warranted for the situation.

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:	January 5, 2026	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	604-43250-43355, \$2,420,000		
Agenda Item:	Action to Approve Agreement #A2026-03, Design and Bidding for 12th & Rowley Lift Station Engineering with SPN & Associates Project #2026-14		
Explanation/Background of Agenda Item Requested:	SPN and Associates was requested to provide a proposal for design and bidding phase services for the replacement of the 13th Avenue lift station located just east of Sanborn Blvd. The proposal includes topographic survey, lift station and utility design, and full street reconstruction design. This project will likely be funded through a future State Revolving Fund (SRF) loan project. Staff recommends approval of the proposed agreement with SPN & Associates to perform design and bidding phase services at an hourly rate not to exceed fee of \$95,000. Project Background: SPN's Sanitary Sewer System Facility Plan dated January 2020 recommended the 13th Avenue lift station be replaced in 2024. The City has maintained and monitored the lift station and is now moving forward with replacement. The lift station is planned to be relocated near the 12th and Rowley intersection. Approximately three City blocks will be improved including underground utilities due to the relocation of the lift station. The sanitary sewer is identified as clay pipe and the water main is shown as cast iron from the 1950's.		

12TH & ROWLEY LIFT STATION

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



Copyright © 2013:

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER.....	1
1.01 Scope	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES	1
2.01 General.....	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES	2
3.01 Commencement.....	2
3.02 Time for Completion.....	2
ARTICLE 4 – INVOICES AND PAYMENTS.....	2
4.01 Invoices.....	2
4.02 Payments.....	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit.....	3
5.03 Opinions of Total Project Costs.....	3
ARTICLE 6 – GENERAL CONSIDERATIONS	3
6.01 Standards of Performance	3
6.02 Design Without Construction Phase Services	5
6.03 Use of Documents	5
6.04 Electronic Transmittals	6
6.05 Insurance.....	6
6.06 Suspension and Termination.....	7
6.07 Controlling Law	8
6.08 Successors, Assigns, and Beneficiaries	9
6.09 Dispute Resolution	9
6.10 Environmental Condition of Site	9
6.11 Indemnification and Mutual Waiver.....	10
6.12 Records Retention	11
6.13 Miscellaneous Provisions.....	11
ARTICLE 7 – DEFINITIONS	11
7.01 Defined Terms.....	11
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS	15
8.01 Exhibits Included:	15
8.02 Total Agreement.....	15
8.03 Designated Representatives	15
8.04 Engineer's Certifications	16

THIS PAGE LEFT BLANK INTENTIONALLY

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 5, 2026 (“Effective Date”) between
City of Mitchell, South Dakota (“Owner”) and
Schmucker, Paul, Nohr and Associates (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Demolition of the 13rd Avenue lift station, construction of a new lift station located at 12th and Rowley, along with three blocks of sanitary sewer, water main, storm sewer, street reconstruction and all other related improvements, hereinafter referred to as the “Project”.

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: **Obtain field data (topographic survey), complete the design (plans & specifications) and estimate costs for the “Project” and provide bidding phase services.**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items. **Engineer shall notify Owner in the event Engineer is aware that Owner supplied information that is inaccurate or questionable.**
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in

Owner-furnished information. **Engineer shall notify Owner in the event Engineer is aware that Owner supplied information that is inaccurate or questionable.**

- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service **for the project only and shall be deemed the joint property of the Engineer and Owner**, ~~and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer)~~ whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- ~~C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to~~

~~receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.~~ **All raw data, studies, reports, and other work products of Engineer for this project ("Project Documents") are instruments of service for the project only and shall be deemed the joint property of Engineer and Owner whether the project is completed or not. The Owner may make and retain copies of the Project Documents which may be used by the Owner. Both Engineer and Owner may use the Project Documents for their own purposes outside of the project when appropriate. However, the Project Documents are not intended or represented to be suitable for reuse by the Owner or others on extensions of the project or on any other project. Any such use without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer and the Owner shall indemnify and hold harmless Engineer and their consultants and each of their officers, agents, and employees from any and all liability claims, losses, damage and expenses, including attorney's fees, arising out of or resulting from the negligent use or intentional misuse of the Project Documents by Owner.**

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. ~~Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.~~

- B. Owner shall procure and maintain insurance as set forth in Exhibit G. ~~Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- ~~E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project related contracts to secure waivers of rights consistent with those set forth in this paragraph.~~
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,

- a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
- 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."** **Nevertheless, for this and all other instances of indemnification/hold harmless provisions in this Agreement, the extent of Owner's obligation is limited in that Owner does not waive its sovereign immunity and the Owner reserves the right to rely on sovereign immunity to the extent permitted by South Dakota Law.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor,

services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such

construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. **“not used”**
- E. Exhibit E, Notice of Acceptability of Work. **“not used”**
- F. Exhibit F, Construction Cost Limit. **“not used”**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. **“not used”**
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. **“not used”**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer’s and Owner’s representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Mitchell, South Dakota

By: _____
Print name: Jordan Hanson
Title: Mayor
Date _____
Signed: _____

Address for Owner's receipt of notices:

City of Mitchell
612 North Main Street
Mitchell, South Dakota 57301-2620

Designated Representative (Paragraph 8.03.A):
Joe Schroeder, P.E.

Title: Public Works Director
Phone Number: 605-995-8433
E-Mail Address: jschroeder@cityofmitchell.gov

ATTEST

By: _____
Print name: Michelle Bathke
Title: Finance Officer

Engineer: Schmucker, Paul, Nohr and Associates

By: _____
Print name: Jeffrey P. McCormick, P.E.
Title: Associate
Date Signed: DECEMBER 22, 2025

Engineer License Certificate No.: 8471

State of: South Dakota

Address for Engineer's receipt of notices:

PO Box 398
2100 North Sanborn Boulevard
Mitchell, South Dakota 57301

Designated Representative (Paragraph 8.03.A):
Jeffrey P. McCormick, P.E.

Title: Associate
Phone Number: 605-996-7761
E-Mail Address: jmccormick@spn-assoc.com

ATTEST

By: Brandon D. Smid
Print name: Brandon Smid, P.E.
Title: Principal

Brandon D. Smid

THIS PAGE LEFT BLANK INTENTIONALLY

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase– (This phase will be to create a report amendment for funding purposes.)

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions.
 - ~~b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
 - ~~c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] *[insert specific number]* alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
 8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
 9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 10. When mutually agreed, assist Owner in evaluating the possible use of ~~building information modeling; civil integrated management;~~ geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
 11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
 - ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
 - ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
 - ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables: ***[List any such tasks or deliverables here.]***~~
 15. Furnish 1 review copy of the Report and any other Study and Report Phase deliverables to Owner within **100** days of the Effective Date and review it with Owner. Within **30** days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish **3** copies of the revised Report and any other Study and Report Phase deliverables to the Owner within **30** days of receipt of Owner's comments.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner ~~during or following the Study and Report Phase~~, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. ~~Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. ~~Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

a. N/A

10. Furnish [3] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [150] days of authorization to proceed with this phase, and review them with Owner. Within [14] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [3] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [14] days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: [N/A.]
 10. Furnish for review by Owner, its legal counsel, and other advisors, [3] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [50] calendar days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 calendar days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner (Civil 3D Drawings), as appropriate, and submit [3] final copies of such documents to Owner within [14] calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or

- other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. If the issued bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
[N/A.]
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

~~A1.05 Construction Phase~~ **NOT APPLICABLE – The Construction Phase of this Project will be completed under separate agreement and is not a part of this Agreement.**

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

- ~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
- ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~
- ~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~
- ~~4. *Pre Construction Conference:* Participate in a pre construction conference prior to commencement of Work at the Site.~~
- ~~5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post Construction Phase.~~
- ~~6. *Original Documents:* If requested by Owner to do so, Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~
- ~~7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
- ~~8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~

~~9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:~~

- ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
 - ~~b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.~~
- ~~10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.~~
- ~~11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.~~
- ~~12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.~~

- ~~13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.~~
- ~~14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.~~
- ~~15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.~~
- ~~16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.~~
- ~~17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~18. *Substitutes and "Or equal":* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~19. *Inspections and Tests:*~~
- ~~a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.~~
 - ~~b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.~~
 - ~~c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.~~
- ~~20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings,~~

~~Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.~~

~~21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~

~~a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).~~

~~b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner, to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~

~~23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the~~

~~Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.~~

~~24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
/N/A/~~

~~25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.~~

~~26. *Standards for Certain Construction Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~

~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

~~A1.06 *Post Construction Phase* **NOT APPLICABLE – The Post Construction Phase of this Project will be completed under separate agreement and is not a part of this Agreement.**~~

~~A. Upon written authorization from Owner during the Post Construction Phase, Engineer shall:~~

~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~

~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~

~~3. Perform or provide the following other Post Construction Phase tasks or deliverables: /N/A/~~

~~B. The Post Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- C. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and

- f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- ~~14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.~~
- ~~15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.~~
- ~~16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.~~
- ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
- ~~18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.~~
- ~~19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.~~
- ~~20. Preparation of operation, maintenance, and staffing manuals.~~

- ~~21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).~~
- ~~22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.~~
- ~~23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.~~
- ~~24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.~~
- ~~25. Overtime work requiring higher than regular rates.~~
- ~~26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.~~
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 ~~Additional Services Not Requiring Owner's Written Authorization~~

- ~~A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.~~
- ~~1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.~~
- ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
- ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
- ~~4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a~~

- ~~significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.~~
- ~~5. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~
 - ~~6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.~~
 - ~~7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~
 - ~~8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

THIS PAGE LEFT BLANK INTENTIONALLY

This is **EXHIBIT B**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 5, 2026.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- B. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- C. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- D. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- E. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.
 - 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- H. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- I. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- J. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- K. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- L. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties,

responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

- M. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- N. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- O. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- P. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- Q. Place and pay for advertisement for Bids in appropriate publications.
- R. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- ~~S. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.~~
- T. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- U. Perform or provide the following: [N/A.]

THIS PAGE LEFT BLANK INTENTIONALLY

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 5, 2026.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be **\$95,000.00** based on the following estimated distribution of compensation:

a. Study and Report Phase	<u>\$ 2,000.00</u>
b. Preliminary Design Phase	<u>\$ 49,000.00</u>
c. Final Design Phase	<u>\$ 34,000.00</u>
d. Bidding or Negotiating Phase	<u>\$ 10,000.00</u>
e. Construction Phase	\$[]
f. Post-Construction Phase	\$[]
 5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.

6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of **January 2**) to reflect equitable changes in the compensation payable to Engineer.

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- ~~B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.1**.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either

exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

THIS PAGE LEFT BLANK INTENTIONALLY

COMPENSATION PACKET AS-1: Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1].

C. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 2**) to reflect equitable changes in the compensation payable to Engineer.

D. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of **1** page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated **January 5, 2026**.

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

A.1. REIMBURSABLE EXPENSES

A.1.1. Vehicle miles shall be charged at the rate of \$0.70 per regular vehicle.

A.1.2 Meals and lodging shall be charged at costs incurred by the ENGINEER.

A.1.3. The cost of independent consulting and testing services (including, but not limited to, soils engineering and testing services) shall be charged at the cost incurred by the ENGINEER plus an assumed risk fee of 10% of the incurred cost.

A.2. MODIFICATIONS

A.2.1. Hourly rates and charges as set forth herein shall be adjusted on January 2 of each calendar year, as applicable.

This Page Is Intentionally Blank

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 5, 2026.

Standard Hourly Rates Schedule

E. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

F. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

<u>Classification</u>	<u>Rates Per Hour</u>
Project Manager/Principal	\$260.00
Project Manager/Associate	\$250.00
Senior Project Manager	\$240.00
Senior Engineer	\$225.00
Project Engineer I	\$210.00
Project Engineer II	\$190.00
Project Engineer III	\$180.00
Project Engineer IV	\$170.00
Project Engineer V	\$165.00
Project Engineer VI	\$155.00
Project Engineer VII	\$145.00
Project Engineer VIII	\$135.00
Project Engineer IX	\$125.00
Land Surveyor I (R.L.S.)	\$200.00
Land Surveyor II (R.L.S.)	\$175.00
Land Surveyor III (R.L.S.)	\$150.00
Land Surveyor IV(R.L.S.)	\$135.00
Drafting Supervisor	\$185.00
Project Administrator	\$160.00
Technician I	\$170.00
Technician II	\$165.00
Technician III	\$160.00
Technician IV	\$155.00
Technician V	\$150.00
Technician VI	\$140.00

<u>Classification</u>	<u>Rates Per Hour</u>
Technician VII	\$130.00
Technician VIII	\$120.00
Technician IX	\$115.00
Office Manager/Bookkeeper	\$165.00
Clerical	\$100.00

- B.1. For purposes of this Agreement, the Principals are identified as Robert J. Babcock, Mike Schmit and Brandon Smid.
- B.2. For purposes of this Agreement, the Associates are identified as Jeff P. McCormick and Brooke Edgar.
- B.3. Charges for all personnel classifications shall include all travel time. There shall be no increased charge for overtime hours.
- B.4. Charges for all personnel classifications in connection with providing depositions or court testimony shall be increased by a factor of 1.5. Charges for services so provided will include all travel time to and stand-by time at the location services are rendered. There shall be no increased charge for overtime hours.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated January 5, 2026.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|---------------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | <u>\$1,000,000</u> |
| 2) Disease, Policy Limit: | <u>\$1,000,000</u> |
| 3) Disease, Each Employee: | <u>\$1,000,000</u> |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | <u>\$1,000,000</u> |
| 2) General Aggregate: | <u>\$2,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | <u>\$5,000,000</u> |
| 2) General Aggregate: | <u>\$5,000,000</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | <u>\$1,000,000</u> |
| f. Professional Liability | |
| 1) Each Claim Made | <u>\$2,000,000</u> |
| 2) Annual Aggregate | <u>\$2,000,000</u> |
| g. Other (specify): | <u>\$N/A</u> |

2. By Owner:

- | | |
|--|--------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ |
| 2) Disease, Policy Limit: | \$ |
| 3) Disease, Each Employee: | \$ |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ |
| 2) General Aggregate: | \$ |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ |
| 2) General Aggregate: | \$ |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ |
| f. Other (specify): | <u>\$N/A</u> |

~~B. Additional Insureds:~~

- ~~1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:~~

~~a. _____
Engineer~~

~~b. _____
Engineer's Consultant~~

~~c. _____
Engineer's Consultant~~

~~d. _____
[other]~~

- ~~2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.~~

~~The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.~~

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal).
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10. the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:

- B. Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

THIS PAGE LEFT BLANK INTENTIONALLY

This is **EXHIBIT K**, consisting of 2 pages,
referred to in and part of the **Agreement between
Owner and Engineer for Professional Services**
dated January 5, 2026.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

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

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

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

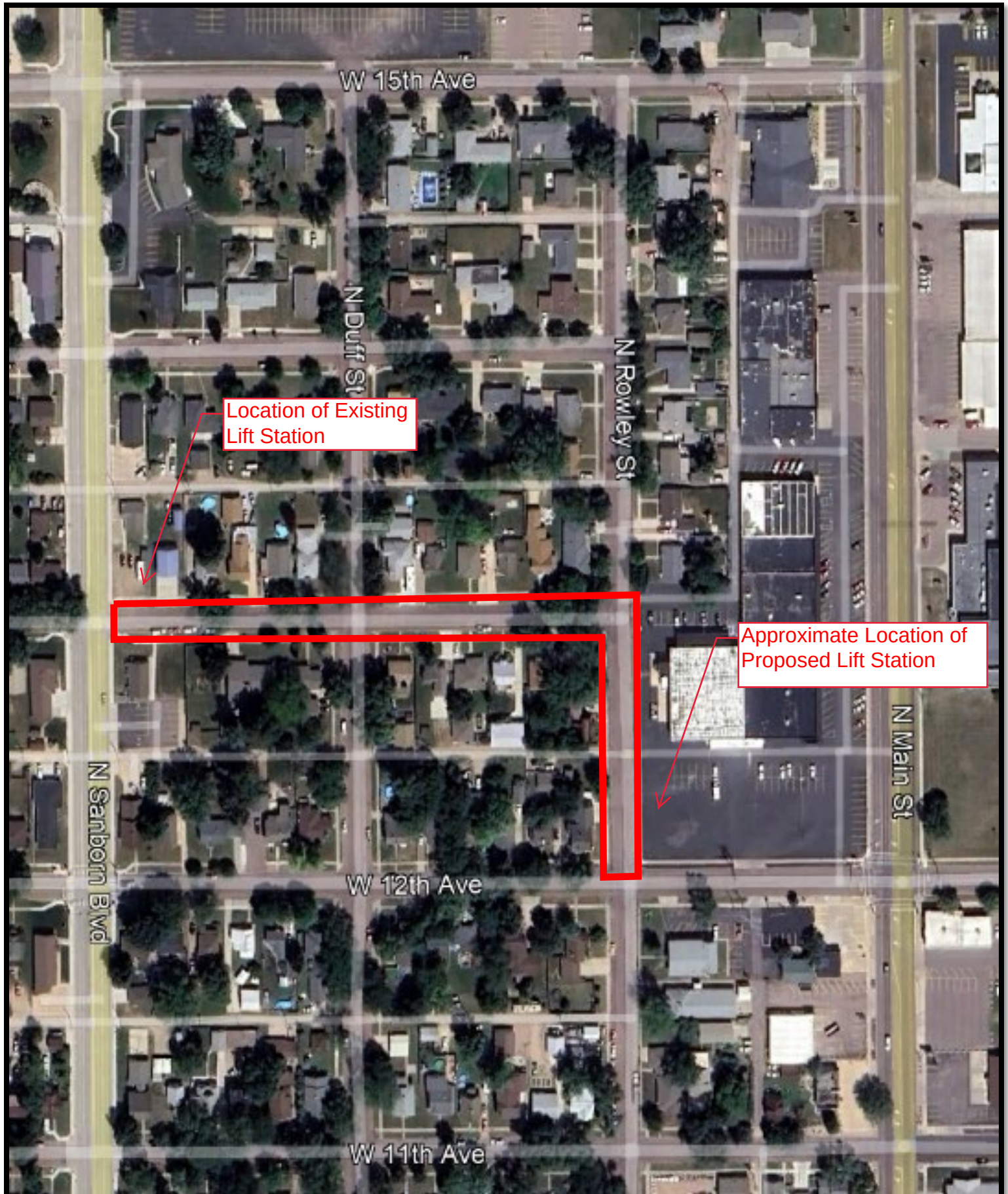
By: _____
Print
name: _____

Title: _____

Date Signed: _____

13th Avenue Sanitary Sewer Lift Station Replacement

Improvements also include water improvements and street reconstruction.



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:	January 5, 2026	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Action to Approve Agreement A2026-04.		
Amount Budgeted in current fiscal year for this item (if applicable):	n/a		
Agenda Item:	Action to Approve Agreement #A2026-04, An Agreement Between the City of Mitchell and IAFF Mitchell Firefighters Association Local 4166, Amending the 2026-2028 Collective Bargaining Agreement		
Explanation/Background of Agenda Item Requested:	The current collective bargaining agreement between IAFF and the City of Mitchell for 2026-2028 includes a 27-day, 204 hour work schedule. However, due to overtime reporting requirements in the One Big Beautiful Bill Act (OBBBA), the City requested to change this to a 28-day, 212 hour work schedule. This is consistent with hours allowed by the Fair Labor Standards (FLSA) Act. This change will allow us to align the 28-day work schedule with the City's pay periods so that staff can review and ensure that FLSA overtime requirements, and OBBBA overtime reporting requirements are correct and consistent as part of the payroll process. Staff recommends approval of the enclosed Memorandum of Understanding.		

Agreement #A2026-04
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is between the City of Mitchell, referred to as the “City” and IAFF Mitchell Firefighters Association Local 4166, hereinafter referred to as the “Union”.

Article 6 of the 2026-2028 Bargaining Agreement between the City of Mitchell and Union outlines hours of work for IAFF eligible employees.

In order to ensure compliance with the Federal Fair Labor Standards Act (FLSA) and to comply with FLSA eligible overtime reporting requirements of the One Big Beautiful Bill Act (OBBBA) the City finds it necessary to switch to a 28-day schedule. The City and Union agree to modify 27-day, 204-hour work schedule to a 28-day, 212-hour work schedule for the 2026-2028 contract period.

ARTICLE 6: HOURS OF WORK

Section 1. The City agrees to maintain a **28-day, 212-hour** work schedule for employees assigned to a shift schedule only for the term of this agreement or until modifications are required by applicable state or federal wage and hour statutes. If it becomes necessary for the City of modify the **28-day 212-hour** scheduling approach for any reason prior to the expiration of this agreement, the City or the Union may reopen the contract for the purpose of re-negotiating the work schedule and only those portions of this agreement directly impacted by the modification of the work schedule. **Any hours worked above 212 hours in 28 days will be paid according to the Federal Fair Labor Standards Act (FLSA)** The City agrees that all work schedules will conform to the regulations and requirements regarding hours of work, wages, overtime, and other provisions of the Federal Fair Labor Standards Act (FLSA) and all other Federal or State statutes that may be applicable.

Section 2.

B. Time off schedules for employees assigned to a **28-day shift cycle**, having regular starting and quitting times, may be permanently or temporarily changed by the City in order to meet the varying conditions and needs of the Division.

All other aspects of the 2026-2028 IAFF Mitchell Firefighters Association Local 4166 Contract remain in place without change.

Dated this _____ of _____, _____.

Jordan Hanson, Mayor
City of Mitchell

For IAFF Mitchell Firefighters Association Local 4166

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:	January 5, 2026	Requested By:	Michelle Bathke
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2026-01, Dissolving Tax Increment District #9		
Explanation/Background of Agenda Item Requested:	All certified bonded indebtedness has been paid in full. This resolution will terminate and dissolve Tax Increment District #9-Vantage Point.		

RESOLUTION #R2026-01

Resolution Dissolving Tax Increment District #9

PREAMBLE:

WHEREAS, Tax Increment District #9, hereinafter referred to as TID #9, was established on or about May 21, 2007; and

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

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

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

That Tax Increment District #9 be, and it is hereby, dissolved, inasmuch as the payment of all projected costs and all tax incremental bonds and notes have been paid in full.

Adopted this 5th day of January, 2026.

Mayor

ATTEST:

Finance Officer

(SEAL)

TO: Mayor Jordan Hanson
City Council Members
From: Stephanie Ellwein, City Administrator
RE: Current Status of City TIFS as of 12/31/2025



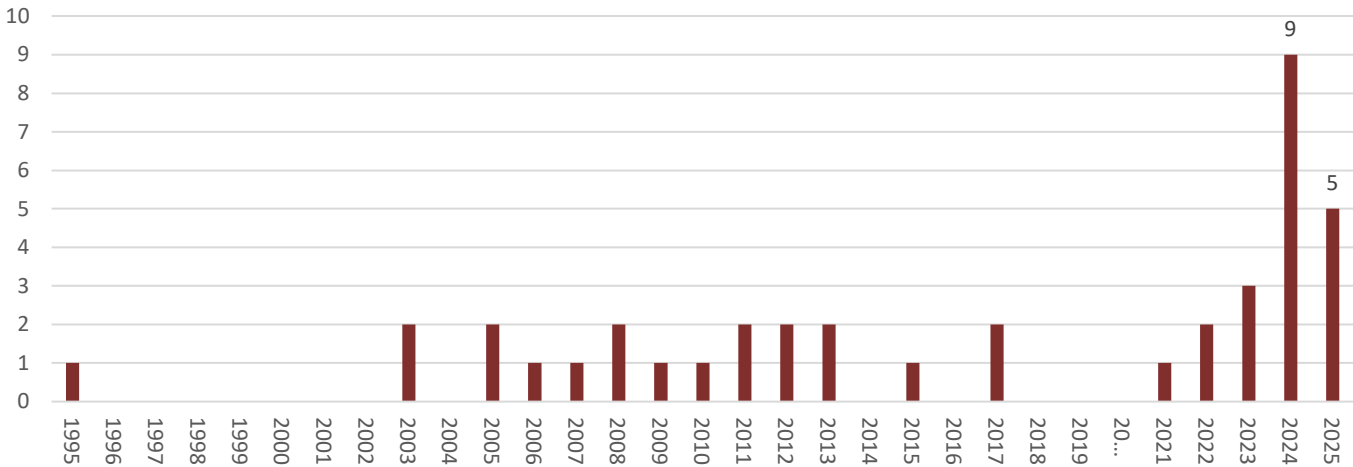
The City of Mitchell has approved 40 Tax increment financing districts from 1995-2025. The total increase to taxable value in the City of Mitchell from these TIFS is over \$133,452,674 (this does not include the increment for TIF 1, 2, or 4 which are not available on the DOR report website). As of December 31, 2025 \$14,392,846 has been provided towards projects that resulted in the increase in assessed value.

Active TIFS Of the total TIFS, 28 are still active in the City of Mitchell

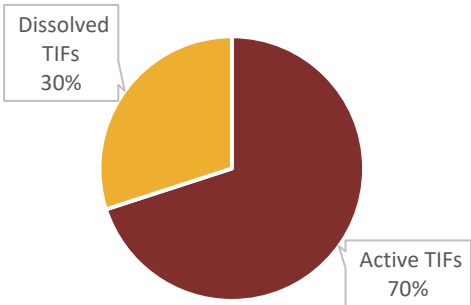
Dissolved TIFS

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

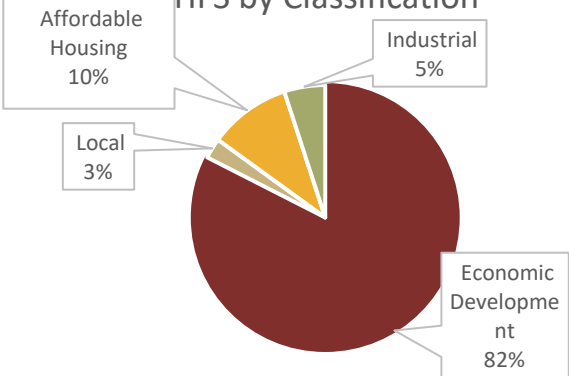
TIFs Created by Year

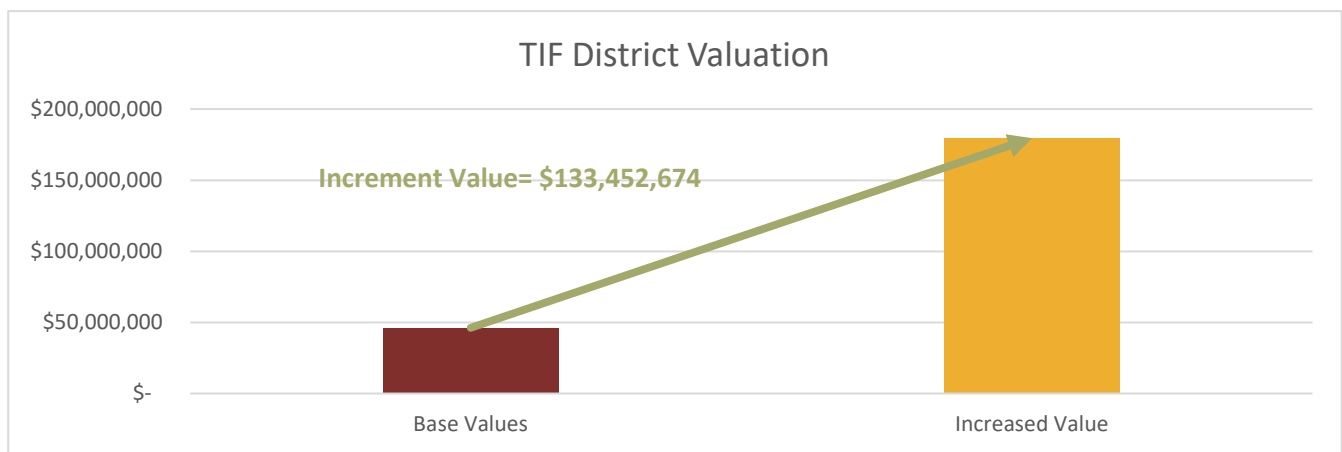


Status of TIFS



TIFS by Classification





Overlapping TIF Districts

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



Current Active TIFS (as of 12/01/2025)

TIF 8: Highland Conference Center

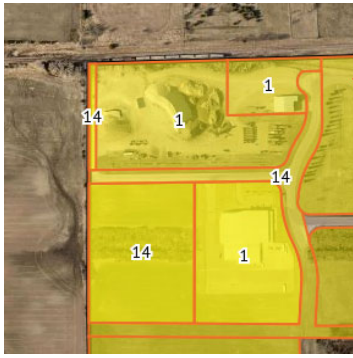


Established:	2006
Maturity Date:	2026
Classification:	Economic Dev.
Developer:	
Approved in TIF:	\$ 2,150,000
Total Paid (P&I):	\$ 3,358,225
Base Value:	\$ 6,002,565
Current Value:	\$ 17,359,990
Current Increment:	\$ 11,357,425

TIF 9: Vantage Point



Established:	2007
Maturity Date:	2027
Classification:	Economic Dev.
Developer:	Vantage Point Solutions
Approved in TIF:	\$ 650,000
Total Paid (P&I):	\$ 1,167,800
Base Value:	\$ 50,400
Current Value:	\$ 6,564,676
Current Increment:	\$ 6,514,276

TIF 14: Pepsi/Wispak

Established:	2010
Maturity Date:	2030
Classification:	industrial
Developer:	MADC
Approved in TIF:	\$ 623,000
Total Paid (P&I):	\$ 682,555
Base Value:	\$ 378,550
Current Value:	\$ 4,068,950
Current Increment:	\$ 3,690,400

TIF 19: Antach, Mitchell Housing

Established:	2013
Maturity Date:	2033
Classification:	Economic Dev.
Developer:	Mitchell Townhomes LLC
Approved in TIF:	\$ 243,526
Total Paid (P&I):	\$ 235,960
Base Value:	\$ 13,370
Current Value:	\$ 1,935,531
Current Increment:	\$ 1,922,161

TIF 20: Morris

Established:	2013
Maturity Date:	2033
Classification:	Economic Dev.
Developer:	Morris Inc.
Approved in TIF:	\$ 200,000
Total Paid (P&I):	\$ 172,910
Base Value:	\$ 151,890
Current Value:	\$ 1,449,936
Current Increment:	\$ 1,298,046

TIF 21: Hohn Enterprises

Established:	2015
Maturity Date:	2035
Classification:	Economic Dev.
Developer:	Hohn Enterprises LLC
Approved in TIF:	\$ 320,000
Total Paid (P&I):	\$ 136,938
Base Value:	\$ 142,235
Current Value:	\$ 1,430,386
Current Increment:	\$ 1,288,151

TIF 23: Vantage Point



Established:	2017
Maturity Date:	2037
Classification:	Economic Dev.
Developer:	MADC
Approved in TIF:	\$ 655,000
Total Paid (P&I):	\$ 149,631
Base Value:	\$ 3,004,275
Current Value:	\$ 4,932,539
Current Increment:	\$ 1,928,264

TIF 24: Performance Pet



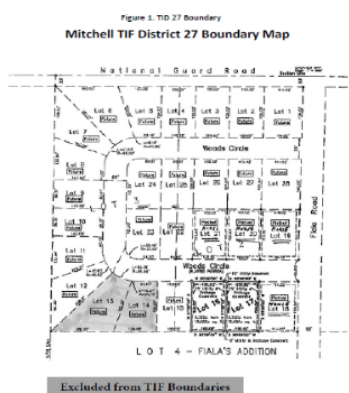
Established:	2017
Maturity Date:	2037
Classification:	Economic Dev.
Developer:	MADC
Approved in TIF:	\$ 2,600,000
Total Paid (P&I):	\$ 2,202,741
Base Value:	\$ 612,635
Current Value:	\$ 14,756,620
Current Increment:	\$ 14,143,985

TIF 26: Western Building on Main



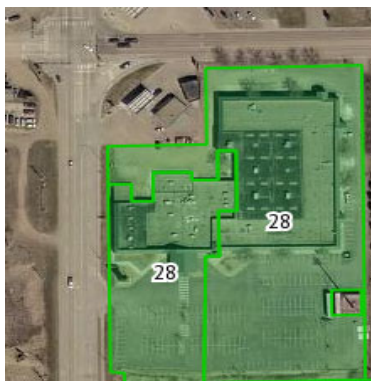
Established:	2021
Maturity Date:	2041
Classification:	Economic Dev.
Developer:	MADC
Approved in TIF:	\$ 1,200,000
Certification:	completed- \$1,250,680
Total Paid (P&I):	\$ 25,631
Base Value:	\$ -
Current Value:	\$ 737,641
Current Increment:	\$ 737,641

TIF 27: Fiala Housing



Established:	2022
Maturity Date:	2042
Classification:	Affordable Housing Groeneweg Construction
Developer:	LLC
Approved in TIF:	\$ 627,889
Certification:	completed \$912,880
Total Paid (P&I):	\$ 47,754
Base Value:	\$ 1,002,685
Current Value:	\$ 4,177,519
Current Increment:	\$ 3,174,834

TIF 28: Flats on Havens



Established:	2022
Maturity Date:	2042
Classification:	Affordable Housing
Developer:	Flats on Havens LLC
Approved in TIF:	\$ 1,495,142
Certification:	completed \$1,531,247
Total Paid (P&I):	\$ 10,937
Base Value:	\$ 2,119,490
Current Value:	\$ 2,064,383
Current Increment:	\$ (55,107)

TIF 29: Woolworth Building



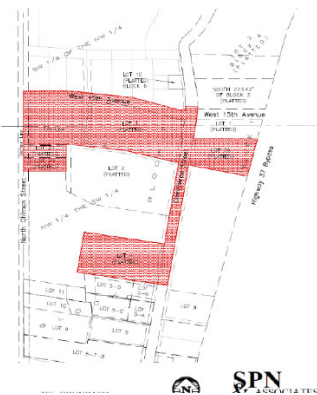
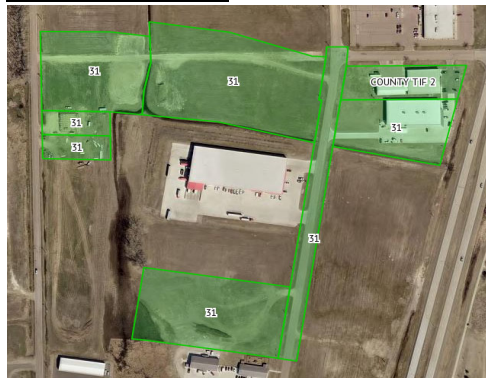
Established:	2023
Maturity Date:	2043
Classification:	Economic Dev.
Developer:	John Adamo
Approved in TIF:	\$ 527,257
Certification:	completed \$804,869
Total Paid (P&I):	\$ 3,452
Base Value:	\$ 397,815
Current Value:	\$ 397,815
Current Increment:	\$ -

TIF 30: Sharpstone Development



Established:	2023
Maturity Date:	2043
Classification:	Affordable Housing
Developer:	Sharpstone Deuce LLC
Approved in TIF:	\$ 1,002,469
Certification:	due before 2028
Total Paid (P&I):	\$ -
Base Value:	\$ 55,610
Current Value:	\$ 955,211
Current Increment:	\$ 899,601

TIF 31: 15th Street



Established:	2023
Maturity Date:	2043
Classification:	Economic Dev.
Developer:	MADC
Approved in TIF:	\$ 1,094,708
Certification:	\$ 984,650
Total Paid (P&I):	\$ 8,292
Base Value:	\$ 615,554
Current Value:	\$ 1,544,219
Current Increment:	\$ 928,665

TIF 32: Khromer Properties



Established:	2024
Maturity Date:	2044
Classification:	Economic Dev.
Developer:	Krohmer Properties LLC
Approved in TIF:	\$ 527,250
Certification:	due before 2029
Total Paid (P&I):	\$ -
Base Value:	\$ 1,557,071
Current Value:	\$ 4,317,629
Current Increment:	\$ 2,760,558

TIF 33: Iverson Powersports



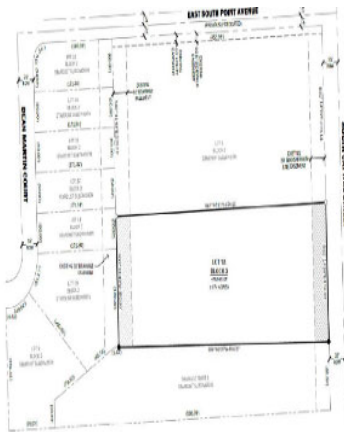
Established:	2024
Maturity Date:	2044
Classification:	Economic Dev.
Developer:	Austen LLC
Approved in TIF:	\$ 750,150
Certification:	Completed- \$788,017
Total Paid (P&I):	\$ -
Base Value:	\$ 818,913
Current Value:	\$ 2,240,420
Current Increment:	\$ 1,421,507

TIF 34: Iverson ABRA



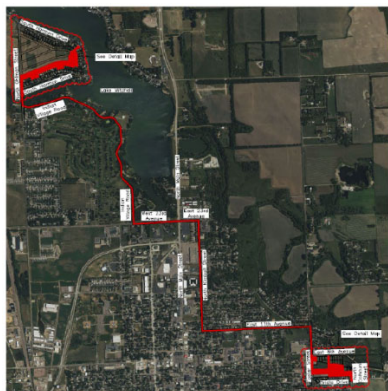
Established:	2024
Maturity Date:	2044
Classification:	Economic Dev.
Developer:	Austen LLC
Approved in TIF:	\$ 946,767
Certification:	Completed- \$1,182,725
Total Paid (P&I):	\$ -
Base Value:	\$ 1,228,180
Current Value:	\$ 1,902,370
Current Increment:	\$ 674,190

TIF35: Copper Flats

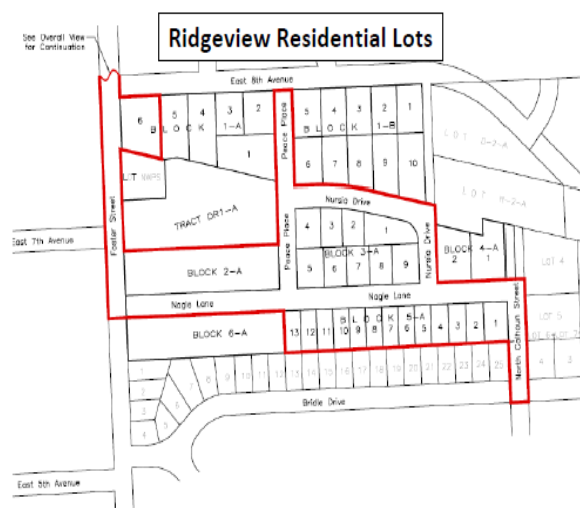
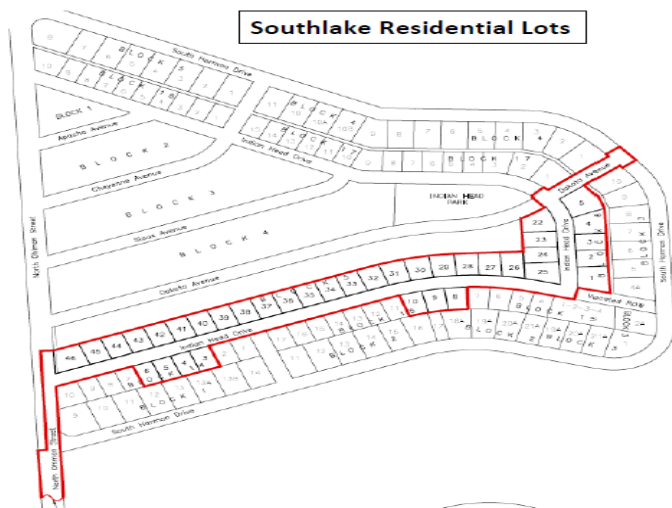


Established:	2024
Maturity Date:	2044
Classification:	Affordable Housing
Developer:	Copper Flats LLC
Approved in TIF:	\$ 675,846
Certification:	Completed- \$865,433
Total Paid (P&I):	\$ -
Base Value:	\$ 132,640
Current Value:	\$ 1,193,670
Current Increment:	\$ 1,061,030

TIF 36: South Lake & Rideview on Foster



Established:	2024
Maturity Date:	2044
Classification:	Economic Dev.
Developer:	MAHI
Approved in TIF:	\$ 5,509,900
Certification:	\$ 2,237,206
Total Paid (P&I):	\$ -
Base Value:	\$ 132,640
Current Value:	\$ 1,193,670
Current Increment:	\$ 1,061,030



TIF37: Interstate Glass



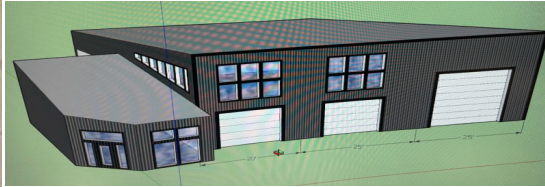
Established:	2024
Maturity Date:	2044
Classification:	Economic Dev.
Developer:	JT Carpenter Properties
Approved in TIF:	\$ 519,347
Certification:	completed \$734,844
Total Paid (P&I):	\$ -
Base Value:	\$ 79,277
Current Value:	\$ 138,531
Current Increment:	\$ 59,254

TIF38: Palace City Brewery



Established:	2024
Maturity Date:	2044
Classification:	Economic Dev.
Developer:	Palace Brewing LLC
Approved in TIF:	\$ 500,000
Certification:	completed \$1,301,220
Total Paid (P&I):	\$ -
Base Value:	\$ 93,065
Current Value:	\$ 550,386
Current Increment:	\$ 457,321

TIF39: Mad Garage



Established:	2024
Maturity Date:	2044
Classification:	Economic Dev.
Developer:	Mad Garage LLC
Approved in TIF:	\$ 330,206
Certification:	due before 2029
Total Paid (P&I):	\$ -
Base Value:	\$ 208,387
Current Value:	\$ 357,234
Current Increment:	\$ 148,847

TIF 40: Golden Prairie Apartments



Established:	2024
Maturity Date:	2044
Classification:	Economic Dev.
Developer:	Golden Prairie
Approved in TIF:	\$ 1,610,000
Certification:	Completed- \$1,630,647
Total Paid (P&I):	\$ -
Base Value:	\$ 174,720
Current Value:	\$ 364,450
Current Increment:	\$ 189,730

TIF 41: Woods Apartments



Established:	2025
Maturity Date:	2045
Classification:	Economic Dev.
Developer:	Paul Groeneweg LLC
Approved in TIF:	\$ 4,301,866
Certification:	due before 2030
Total Paid (P&I):	\$ -
Base Value:	\$ 364,837
Current Value:	\$ 364,837
Current Increment:	\$ -

TIF 42: Dale's A-1



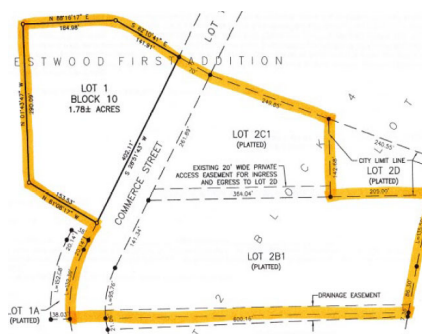
Established:	2025
Maturity Date:	2045
Classification:	Economic Dev.
Developer:	Long Brothers LLC
Approved in TIF:	\$ 340,105
Certification:	due before 2030
Total Paid (P&I):	\$ -
Base Value:	\$ 360,071
Current Value:	\$ 360,071
Current Increment:	\$ -

TIF43: Peaceful Pines at the Lake



Established:	2025
Maturity Date:	2045
Classification:	Economic Dev.
Developer:	PPSL Mitchell, LLC
Approved in TIF:	\$ 2,893,558
Certification:	due before 2030
Total Paid (P&I):	\$ -
Base Value:	\$ 26,040
Current Value:	\$ 26,040
Current Increment:	\$ -

TIF 44: Chef Louie's

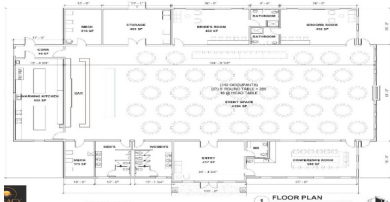


Established:	2025
Maturity Date:	2045
Classification:	Economic Dev.
Developer:	Commerce Marketing
Approved in TIF:	\$ 2,921,326
Certification:	due before 2030
Total Paid (P&I):	\$ -
Base Value:	\$ 14,204
Current Value:	\$ 14,204
Current Increment:	\$ -

TIF 45: Mitchell Event Center



The image below depicts the layout of the proposed event venue:



Established:	2025
Maturity Date:	2045
Classification:	Economic Dev.
Developer:	JTZ Properties LLC
Approved in TIF:	\$ 1,187,464
Certification:	due before 2030
Total Paid (P&I):	\$ -
Base Value:	\$ 24,304
Current Value:	\$ 24,304
Current Increment:	\$ -

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:	January 5, 2026	Requested By:	Stephanie Ellwein
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Resolution #R2026-02, A Resolution Amending the 2026 Compensation Plan for the City of Mitchell		
Explanation/Background of Agenda Item Requested:	The enclosed resolution will amend the 2026 Compensation Plan for the City of Mitchell. The changes requested are described below. Public Works Positions: The resolution eliminates the "Non-Certified Utility Operator" position from the approved resolution and adds additional clarification for the Utility Operator I position. The Non-Certified Utility Operator should have been eliminated after the last salary study was completed in 2024. The note under #2 clarifies that utility operators are hired at wage grade 13 and have 18 months to obtain their certification to meet the qualifications for the position. Staff supports this change as it should have been implemented in 2025. There is no budget impact to this change since the positions are budgeted at a WG 13. Library: This change, if approved, would move one of the Circulation Assistant positions (WG 10) to a Library Specialist position (WG 12). The change will allow the position to help with programming at the library. The change was requested by the Library Director as a result of a strategic planning session of the Library Board. The circulation assistant position that will be eliminated is currently vacant. The vacancy would be filled as a library specialist if approved by the City Council. The new position would have a budget impact of \$5,302 which would require a supplemental appropriation in 2026.		

RESOLUTION #R2026-02
A RESOLUTION AMENDING THE 2026 COMPENSATION PLAN FOR THE CITY OF MITCHELL

BE IT RESOLVED, THAT THE FOLLOWING COMPENSATION PLAN FOR THE CITY OF MITCHELL BE AMENDED FOR FY2026 as follows:

<u>APPOINTED/ HIRED FULL TIME POSITIONS</u>			
Dept	Job Title	Wage Grade	FLSA Status
PW	Utility Operator I (Water / Wastewater) (8 FTE) ²	13 ²	N
LIB	Library Specialist (1 FTE)	12	N
LIB	Circulation Assistant (2 1 FTE)	10	N
PW	Non-Certified Utility Operator³	10³	N

² Employees in this category must obtain certification within 18 months of hire as a condition of employment. Utility Operator I move to grade 14 with possession of Class II license, grade 15 with possession of Class III license.

Approved this _____ day of _____, _____.

Signed: _____
Mayor, City of Mitchell

ATTEST: _____
Finance Officer, City of Mitchell

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:	January 5, 2026	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	N/A		
Agenda Item:	Action to Approve Resolution #R2026-03, Approval of Agreement #A2026-06 with South Dakota Department of Transportation and Authorize Mayor to Sign		
Explanation/Background of Agenda Item Requested:	The South Dakota Department of Transportation (SD DOT) is installing new sidewalk and ADA improvements east and west adjacent to Ohlman Street from Norway to Havens Avenues. New sidewalk will also be installed on the east side of the bypass from 8th Avenue to Minnesota Street. The SD DOT is working with the Mitchell Christian Education Association to purchase a piece of their property northwest of the 16th Avenue and Iowa Street intersection. The SD DOT would then deed that piece of property to the City of Mitchell. The attached Resolution and Agreement approves the transfer and allows the Mayor to execute the resolution and agreement. See the attached location map for property reference. Staff recommends council approval and to grant authorization for the Mayor to sign.		

RESOLUTION #R2026-3

**A RESOLUTION APPROVING THE DESIGNATION OF THE MAYOR AS THE CITY'S
ATHORIZED REPRESENTATIVE TO EXECUTE AGREEMENT #2026-6**

WHEREAS the South Dakota Department of Transportation will construct a bike path along South Dakota Highway 37 on the west side of Mitchell with project identification NH 0037(166)73, PCN 06WT further described as SD37, SD37N-Through Mitchell Curb Ramps, Sidewalk, Signal; and

WHEREAS the South Dakota Department of Transportation will purchase the highway right of way and temporary easements in the name of the City for portions of the project that impact the local roadway system; and

WHEREAS the South Dakota Department of Transportation will purchase at their sole cost and expense, negotiate to acquire a parcel in the name of the City of Mitchell legal described as:

Parcel 1X - Lot A in Block 3 of Mitchell Christian Addition to the City of Mitchell, Davison County, South Dakota

Parcel 1 - Lot H1 in Block 3 in Mitchell Christian Addition to Mitchell, except Lots 1 and 2 in Block 3 of Mitchell Christian Addition to Mitchell.

Parcel 1A - Permanent Easements for Drainage In Block 3 in Mitchell Christian Addition to Mitchell, except Lots 1 and 2 in Block 3 of Mitchell Christian Addition to Mitchell

THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, SD that the Mayor is hereby authorized to execute the Agreement and execute any documentation necessary to carry out the purposes therein.

Adopted by the Mitchell, South Dakota City Council in regular session this 5th day of January, 2026, with:

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

(seal)

Jordan Hanson – Mayor

Attest:

Michelle Bathke – City Finance Officer

**JOINT POWERS AGREEMENT FOR REAL PROPERTY ACQUISITION
BETWEEN
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF MITCHELL, SOUTH DAKOTA**

This Agreement is made by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "SDDOT," and city of Mitchell, South Dakota, referred to in this Agreement as the "CITY."

JOINT POWERS:

This Agreement does not establish a separate legal entity, as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the CITY, and the SDDOT. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. Real property will be purchased, held and disposed of as set forth in this Agreement.

BACKGROUND:

1. The SDDOT will purchase the highway right of way and temporary easements on the highway project identified as NH 0037(166)73, PCN 06WT, further described as SD37, SD37N-Through MitchellCurb Ramps, Sidewalk, Signal, referred to in this Agreement as the PROJECT.
2. The SDDOT wants to acquire the right of way interests in the name of the CITY for portions of the PROJECT that impact the local roadway system, so the local system can be reconnected to the highway. The PROJECT created the need to acquire local system right of way for the parcels indicated in Section 1, below.

THE SDDOT AND THE CITY MUTUALLY AGREE AS FOLLOWS:

1. **Parcel Acquisition.** The SDDOT will, at the SDDOT'S sole cost and expense, negotiate to acquire, in the name of the CITY, property interests in the following parcel referred to in this Agreement as the "PARCEL") necessary for construction of the PROJECT:

Parcel 1X - Lot A in Block 3 of Mitchell Christian Addition to the City of Mitchell, Davison County, South Dakota

Parcel 1 - Lot H1 in Block 3 in Mitchell Christian Addition to Mitchell, except Lots 1 and 2 in Block 3 of Mitchell Christian Addition to Mitchell.

Parcel 1A - Permanent Easements for Drainage In Block 3 in Mitchell Christian Addition to Mitchell, except Lots 1 and 2 in Block 3 of Mitchell Christian Addition to Mitchell.

A plat showing the PARCEL is attached to and incorporated into this Agreement as **Exhibit A**.

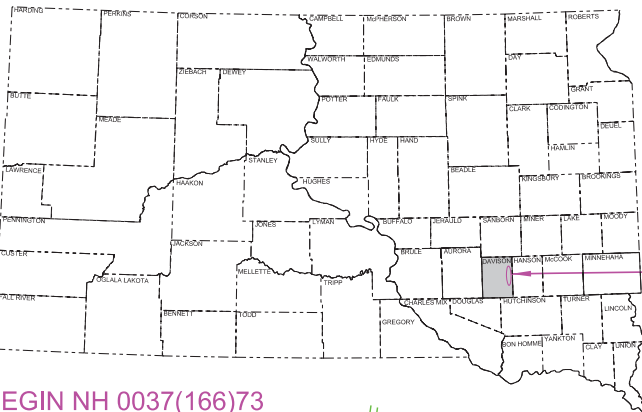
2. **CITY Execution of Agreements.** If negotiations for acquisition of the PARCEL are successful, the CITY will execute all documents necessary to complete the acquisition in the name of the CITY. If the acquisition includes any property in addition to the PARCEL, including any uneconomic remnant, the additional property will be acquired in the name of SDDOT.
3. **Eminent Domain.** If negotiations are unsuccessful, and if condemnation is authorized by the South Dakota Transportation Commission, the SDDOT will acquire the necessary property interests in the PARCEL in the name of the SDDOT through condemnation. The parties acknowledge and agree that SDDOT may only acquire an easement in right of way taken by condemnation.

4. **Transfer of Condemned Parcels.** Upon completion of PROJECT construction and approval of the South Dakota Transportation Commission, the SDDOT will transfer its property interests in the condemned PARCEL to the CITY in accordance with SDCL 31-19-63 and 31-19-64. The transfer will be at no cost to the CITY.
5. **Employee Status:** Any officer, employee, or agent engaged in joint action under this Agreement will remain an employee with his or her agency during participation in joint action under this Agreement. Each party will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.
6. **Certification of No Prohibited State Legislator:** The CITY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the CITY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.
7. **Public Access to Agreement:** The parties acknowledge and agree that this entire Agreement, including any exhibits and attachments to this Agreement, is a public record that may be provided to the public and posted in its entirety on the State of South Dakota's searchable internet website pursuant to SDCL 1-27-45.
8. **Authority to Sign Agreement with the SDDOT:** The CITY has designated the Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. Attached as **Exhibit B** is a copy of the CITY'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative.

The signing of this Agreement signifies the governmental agencies have taken all necessary official action to enter into this Agreement.

City of Mitchell	State of South Dakota Department of Transportation
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Its: Mayor	Its: Program Manager, Right of Way Program
Date: _____	Date: _____
Attest:	Approved as to Form:
By: _____	By: <u>/s/ Dustin W. DeBoer</u>
Printed Name: _____	Printed Name: <u>Dustin W. DeBoer</u>
CITY Auditor/Clerk	Special Assistant Attorney General

(CITY SEAL)



STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	NH 0037(166)73 CR 0907(91)330	1	235

Plotting Date: 7/1/2025

PLANS FOR PROPOSED
PROJECT NH 0037(166)73 & CR 0907(91)330
SD HIGHWAY 37 & INTERSTATE 90
DAVISON COUNTY

ADA CURB RAMP UPGRADES, SIDEWALK,
TRAFFIC SIGNAL, AND FULL INTERCHANGE LIGHTING
PCN 06WT & 09HU

INDEX OF SECTIONS

- Section A: Estimate of Quantities
- Section B: Grading
- Section C: Traffic Control
- Section D: Erosion Control
- Section L: Lighting & Signals
- Section X: Cross Sections

BEGIN NH 0037(166)73

PCN 06WT
Station 36+77.59 NH 0037(166)73 =
Station 36+77.59 NH 0037(17)73
Approximately 27.84' West and 2623.38' South
of the Northwest corner of Section
28 - T103N - R60W of the 5th P.M.
MRM: 73.25+0.004

EQUATION

Station 62+99.13 Bk = R 60 W
Station A 53+00.30 Ah

BEGIN EXCEPTION

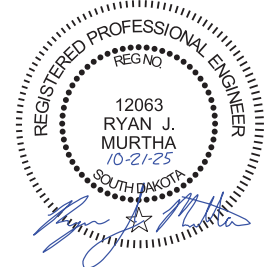
Station A 54+10.00

EQUATION

Station A 89+98.91 Bk =
Station B 89+95.14 Ah

END EXCEPTION

Station B 108+82.86



END NH 0037(166)73

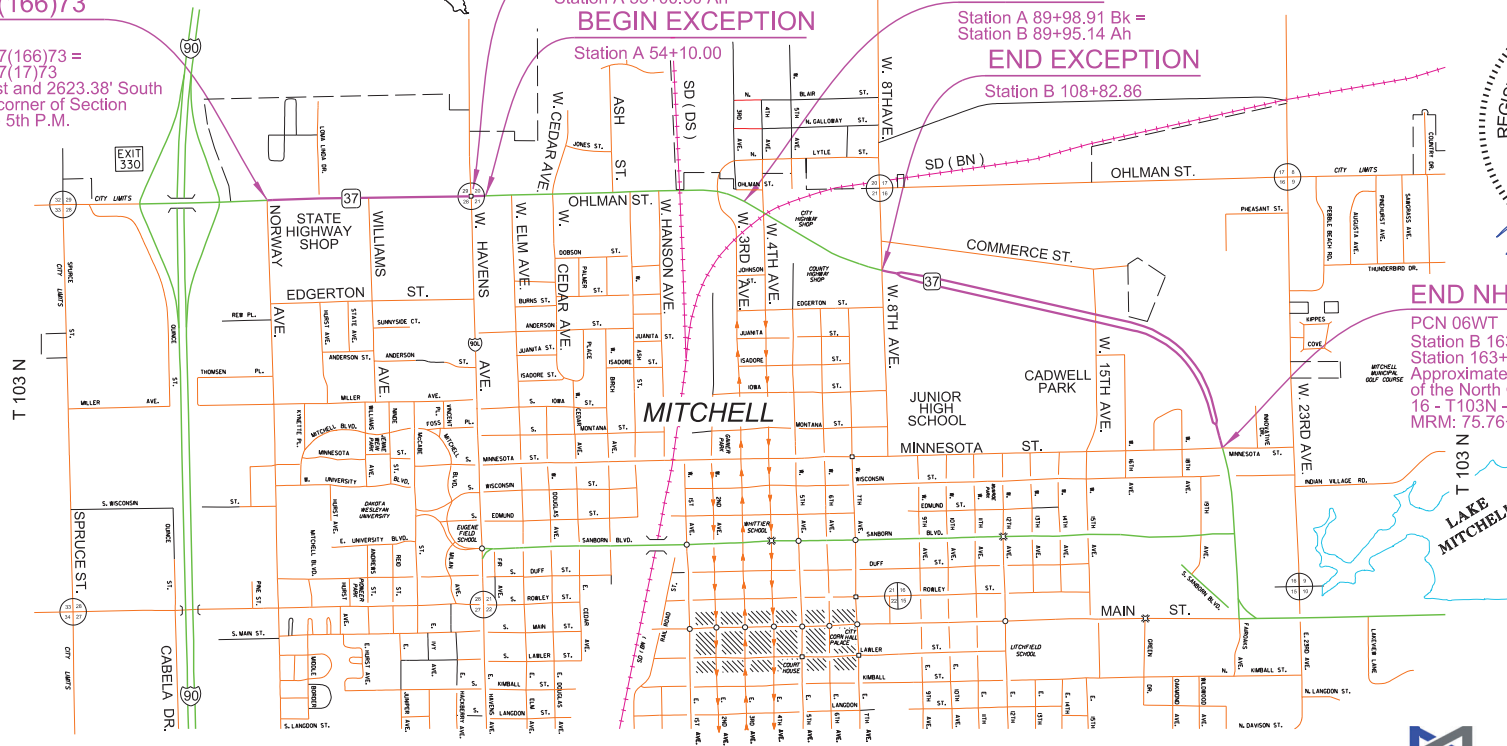
PCN 06WT
Station B 163+15.42 NH 0037(166)73 =
Station 163+15.42 NP 0037(63)74
Approximately 938.71' South and 839.46' East
of the North Quarter corner of Section
16 - T103N - R60W of the 5th P.M.
MRM: 75.76+0.070

DESIGN DESIGNATION

AADT (2024)	9111
AADT (2044)	12892
DHV	1733
D	50.0%
DHV T%	1.9%
AADT T%	4.2%
V	50 mph

STORM WATER PERMIT

Major Receiving
Body of Water: Lake Mitchell, Firesteel Creek
Area Disturbed: 3.5 acres
Total Project Area: 11.35 acres
Approx. Begin Lat,Long: 43.6947, -98.0468

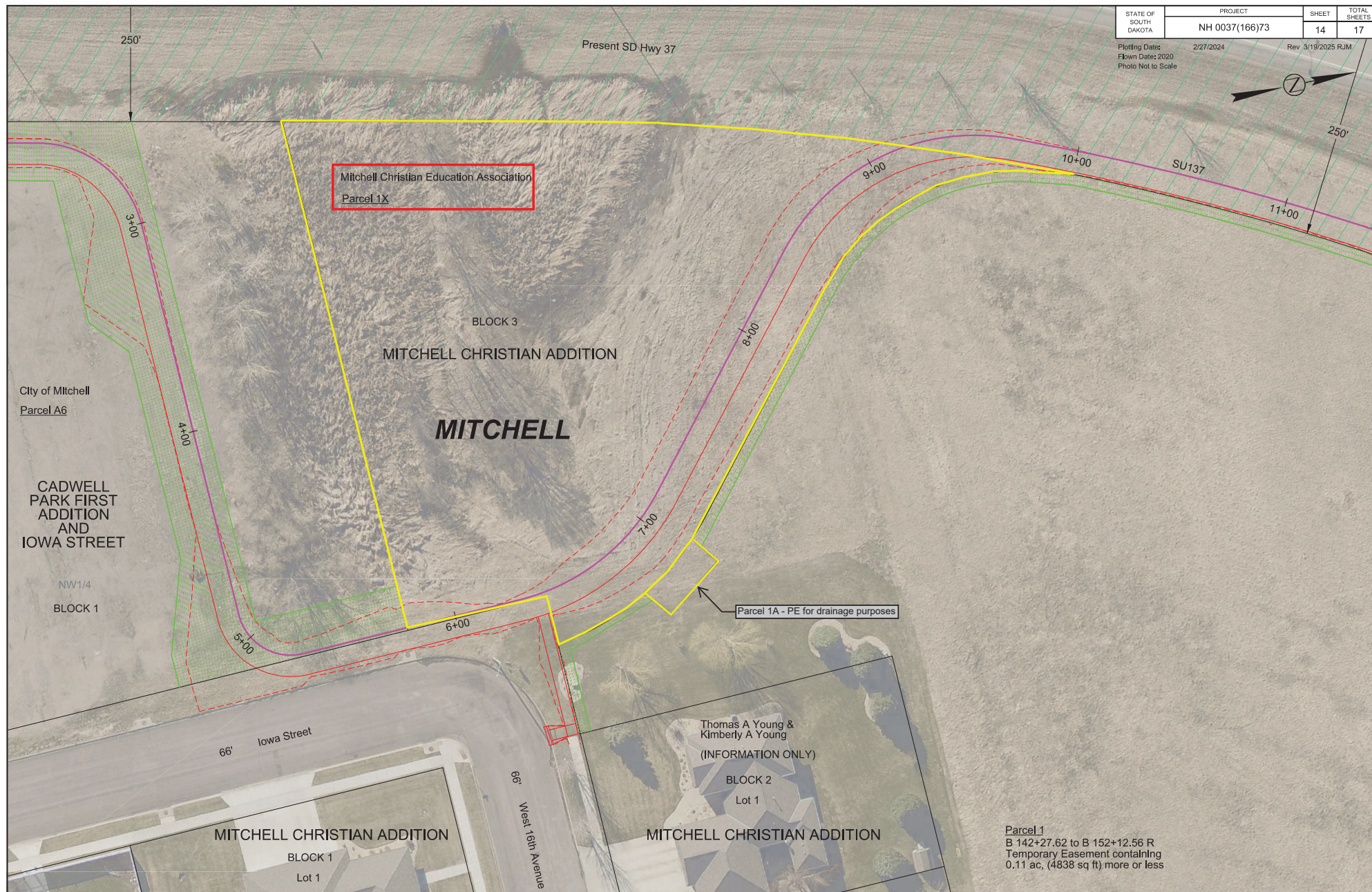


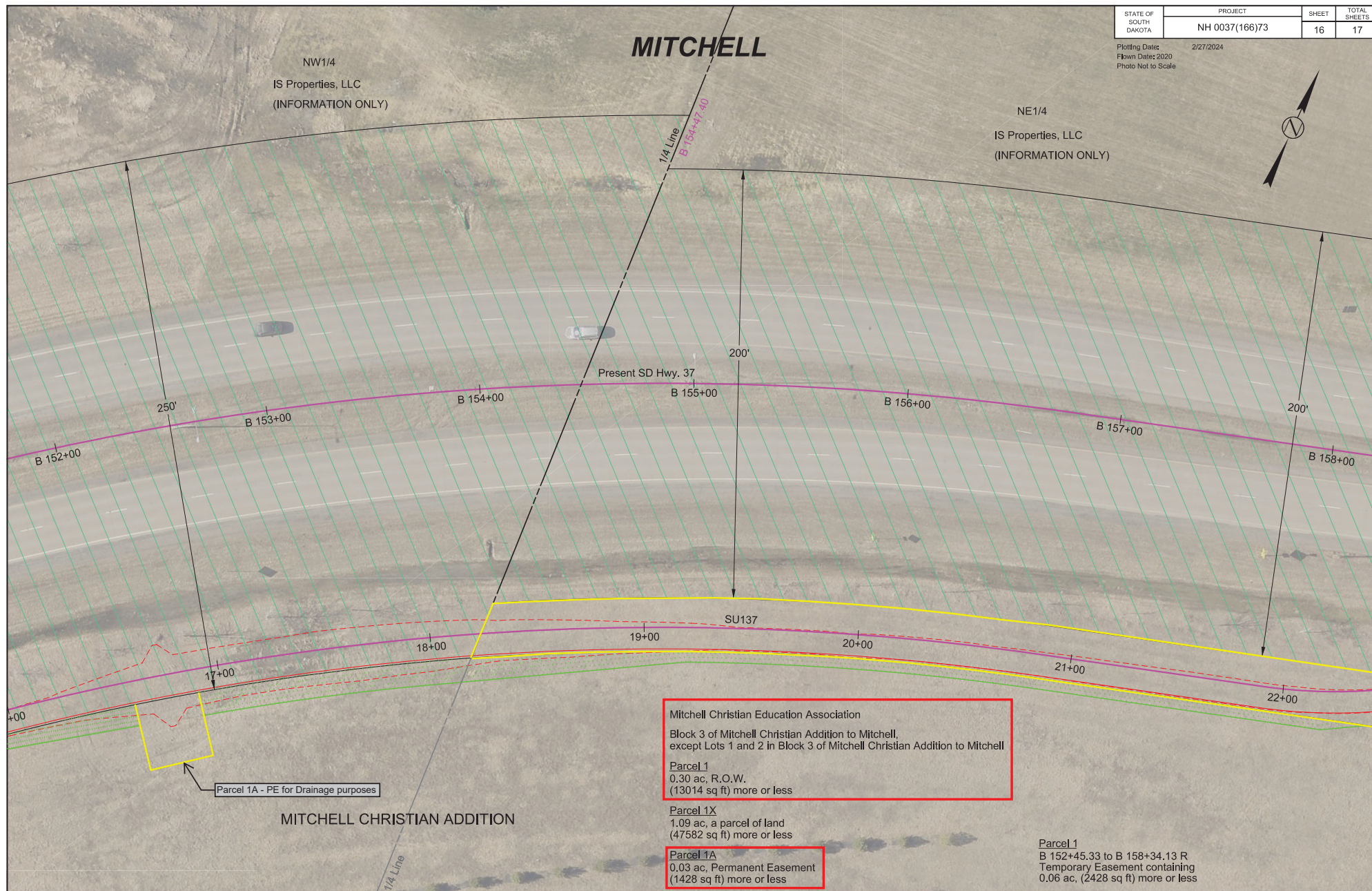
R 60 W

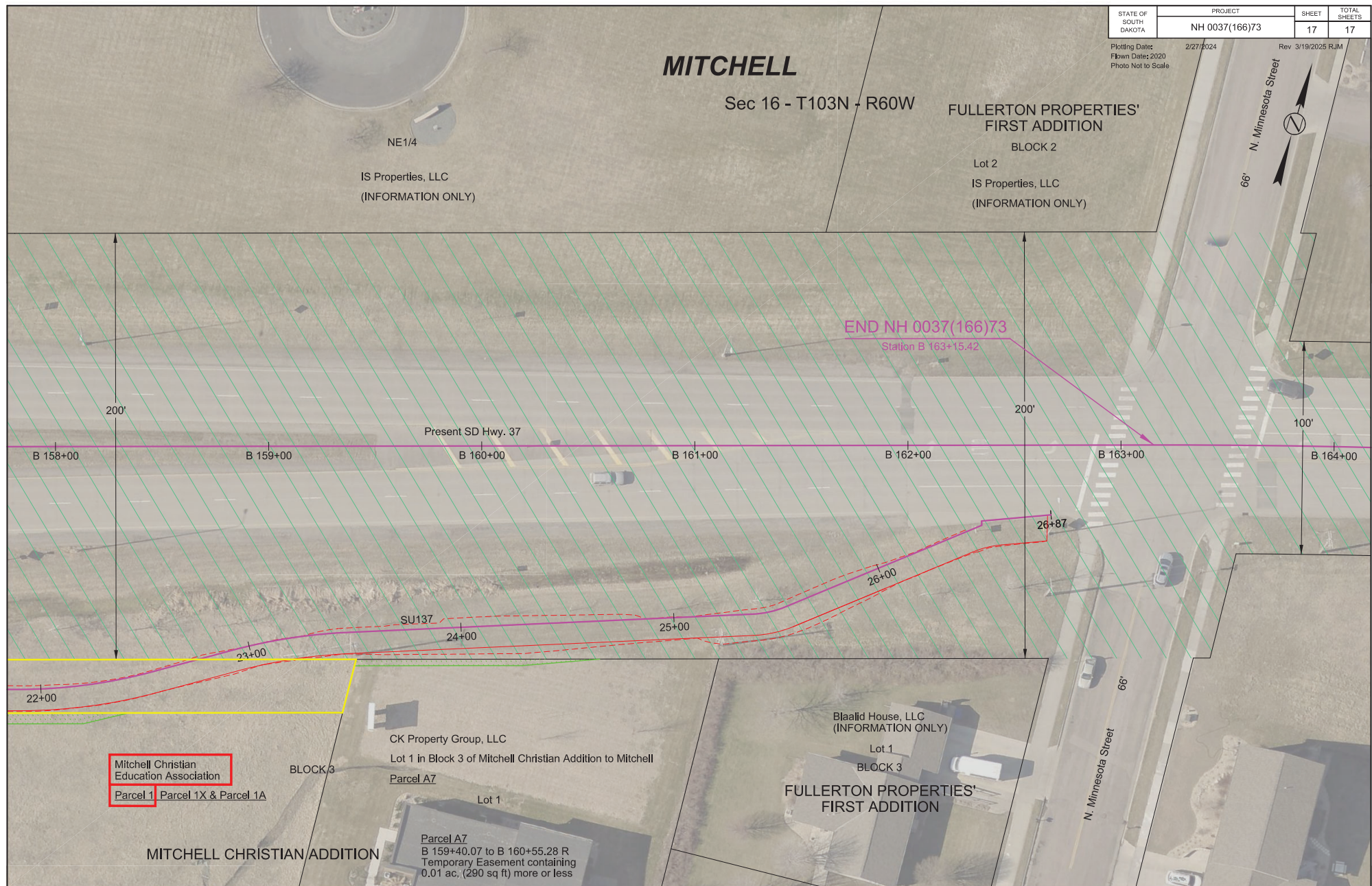
Gross Length	13,640.43 Feet	2.583 Miles
Length of Exceptions	5,476.63 Feet	1.037 Miles
Net Length	8,163.8 Feet	1.546 Miles



Exhibit A







Plotting Date:
Flown Date: 2020
Photo Not to Scale

2/27/2024

Rev 3/19/2025 RJM

MITCHELL

FULLERTON PROPERTIES' FIRST ADDITION

BLOCK 2

Lot 2

IS Properties, LLC

(INFORMATION ONLY)

NE1/4

IS Properties, LLC
(INFORMATION ONLY)

N. Minnesota Street

66'

END NH 0037(166)73

Present SD Hwy. 37

B 158+00

B 159+00

B 160+00

B 161+00

~~B 162+00~~

B 163+00

B 164+00

SU137

24+00

23100

 $26 \div 00$ $26 + 8 =$

22+00

23+00

Mitchell Christian
Education Association

Parcel 1 Parcel 1X & Parcel 1A

BLOCK/3

CK Property Group, LLC

Lot 1 in Block 3 of Mitchell Christian Addition to Mitchell

Parcel A7

Lot 1

Parcel A7

B 159+40.07 to B 160+55.28 R
Temporary Easement containing
0.01 ac, (290 sq ft) more or less

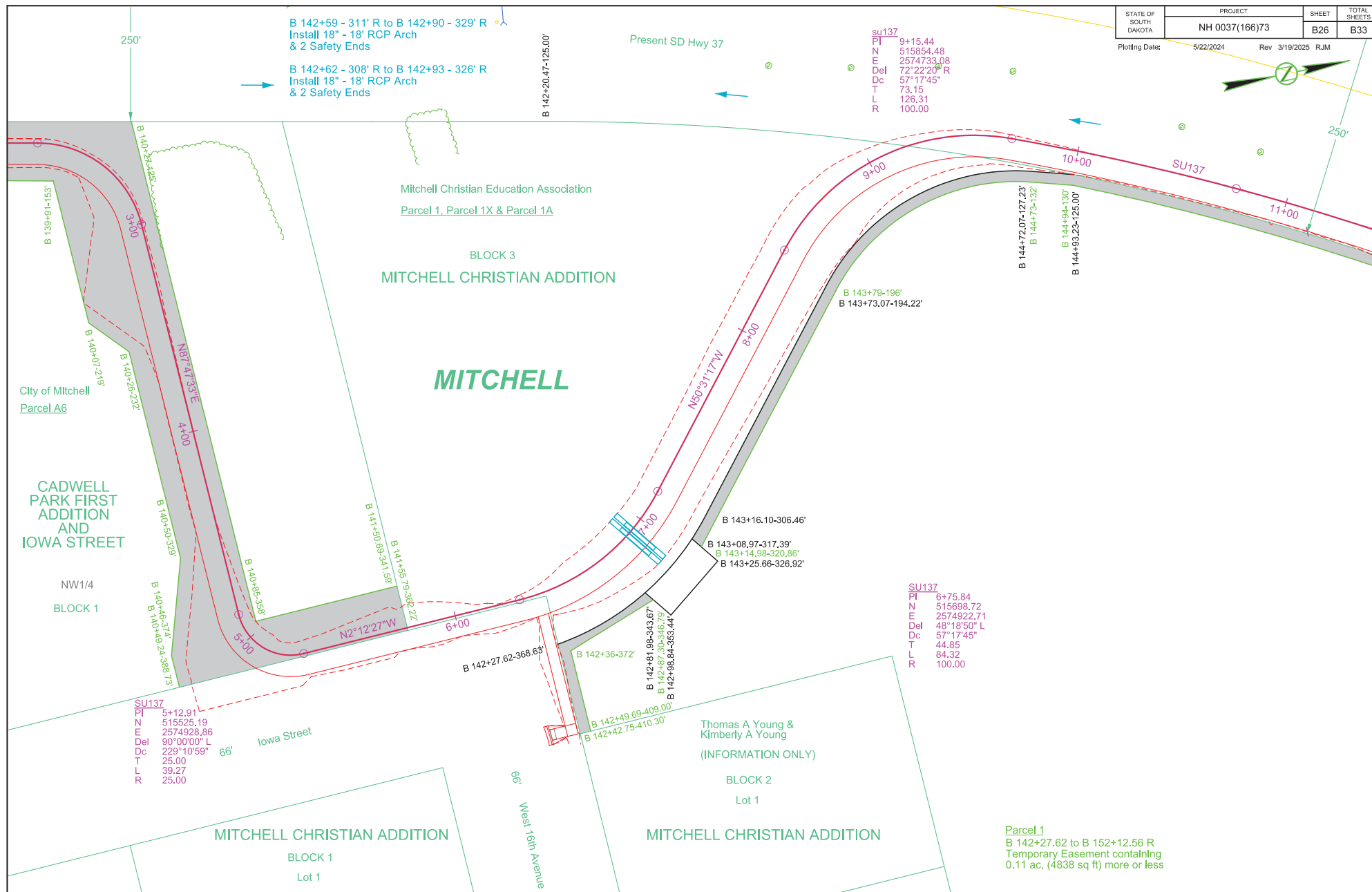
Blaalid House, LLC
(INFORMATION ONLY)

Lot 1

BLOCK 3

FULLERTON PROPERTIES' FIRST ADDITION

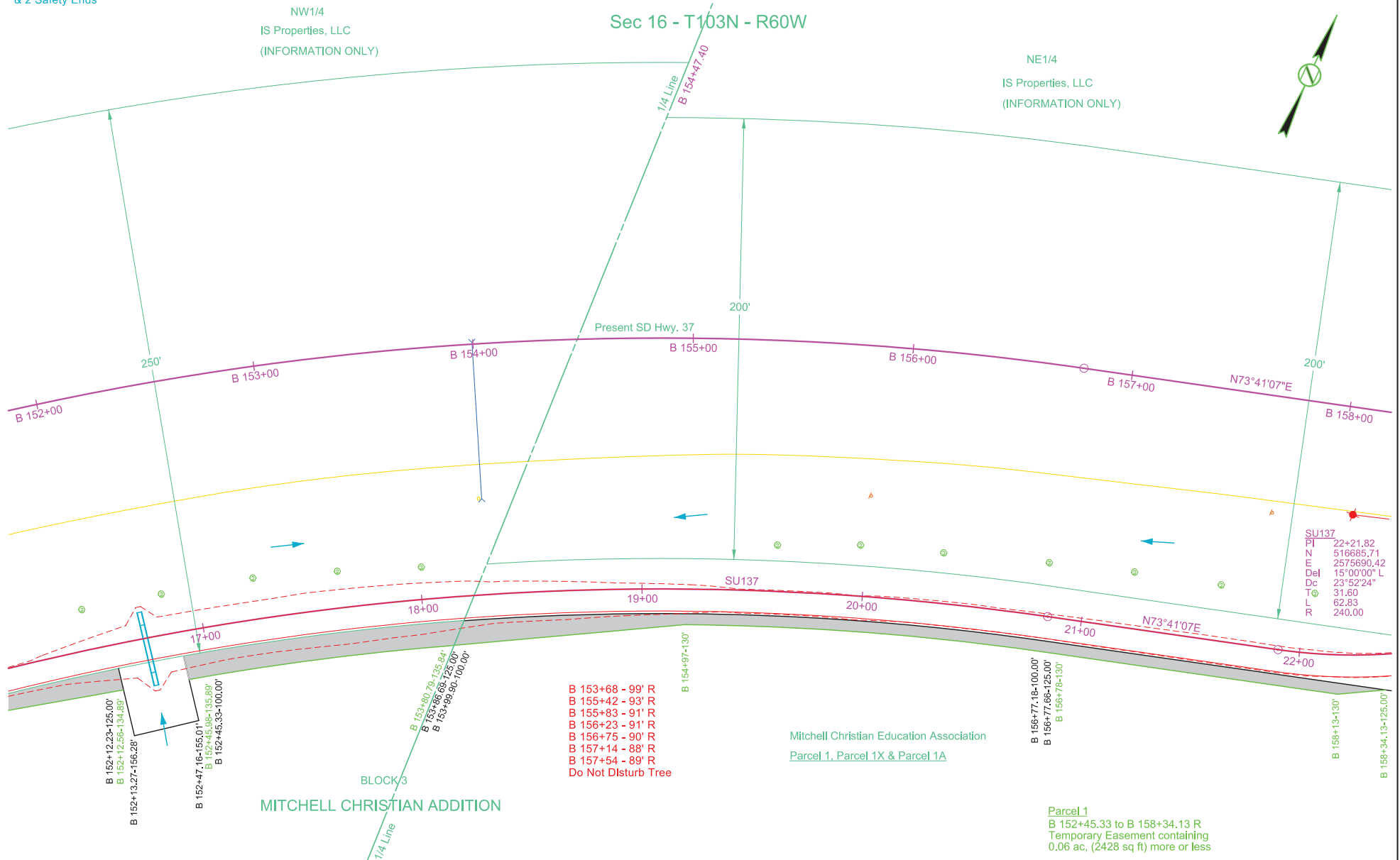
N. Minnesota Street



MITCHELL
Sec 16 - T103N - R60W

Plotting Date: 5/22/2024

NE1/4
IS Properties, LLC
(INFORMATION ONLY)



STATE OF SOUTH DAKOTA	PROJECT	SHEET	TOTAL SHEETS
	NH 0037(166)73	B32	B33
Plotting Date:	5/22/2024	Rev	3/19/2025 RJM

MITCHELL

Sec 16 - T103N - R60W

FULLERTON PROPERTIES'
FIRST ADDITION

BLOCK 2

Lot 2

IS Properties, LLC

(INFORMATION ONLY)

NE1/4

IS Properties, LLC

(INFORMATION ONLY)

B 159+25 - 95' R
B 162+29 - 40' R
B 162+61 - 38' R
Reset Sign

B 159+40 - 98' R
B 161+09 - 93' R
Do Not Disturb Power Poles

B 160+00 - 79' R
B 160+42 - 77' R
Do Not Disturb Tree

B 162+64 - 41' R
Reset Light Pole

END NH 0037(166)73

Station B 163+15.42

Present SD Hwy. 37

N73°41'07"E

B 158+00 B 159+00 B 160+00 B 161+00 B 162+00 B 163+00 B 164+00

SU137
PI 22+19.33
N 51°12'14"E
E 516736.58
Del 2575774.03
Dc 12°30'00" R
T 22°55'06"
L 27.38
R 54.54
250.00

SU137
PI 26+52.64
N 51°12'14"E
E 516876.96
Del 2576071.87
Dc 70°37'50" R
T 26.87
R 91°50'14" L

SU137
PI 26+54.64
N 51°12'14"E
E 516878.84
Del 2576071.20
Dc 91°50'14" L
T 26.87
R 91°50'14" L

Mainline
PI 167+03.00
N 51°12'14"E
E 517044.56
Del 2576510.85
Dc 11°31'23" R
T 1°30'00"
L 385.40
R 768.20
3819.71

SU137
PI 25+45.05
N 51°12'14"E
E 516809.45
Del 2575987.89
Dc 19°58'52" L
T 7.93
L 15.69
R 45.00

Blaaid House, LLC
(INFORMATION ONLY)

Lot 1

BLOCK 3

FULLERTON PROPERTIES'
FIRST ADDITION

CK Property Group, LLC
Parcel A7

Lot 1

Mitchell Christian
Education Association

Parcel 1, Parcel 1X & Parcel 1A

BLOCK 3

MITCHELL CHRISTIAN ADDITION

Parcel A7

B 159+40.07 to B 160+55.28 R
Temporary Easement containing
0.01 ac, (290 sq ft) more or less

Parcel 1

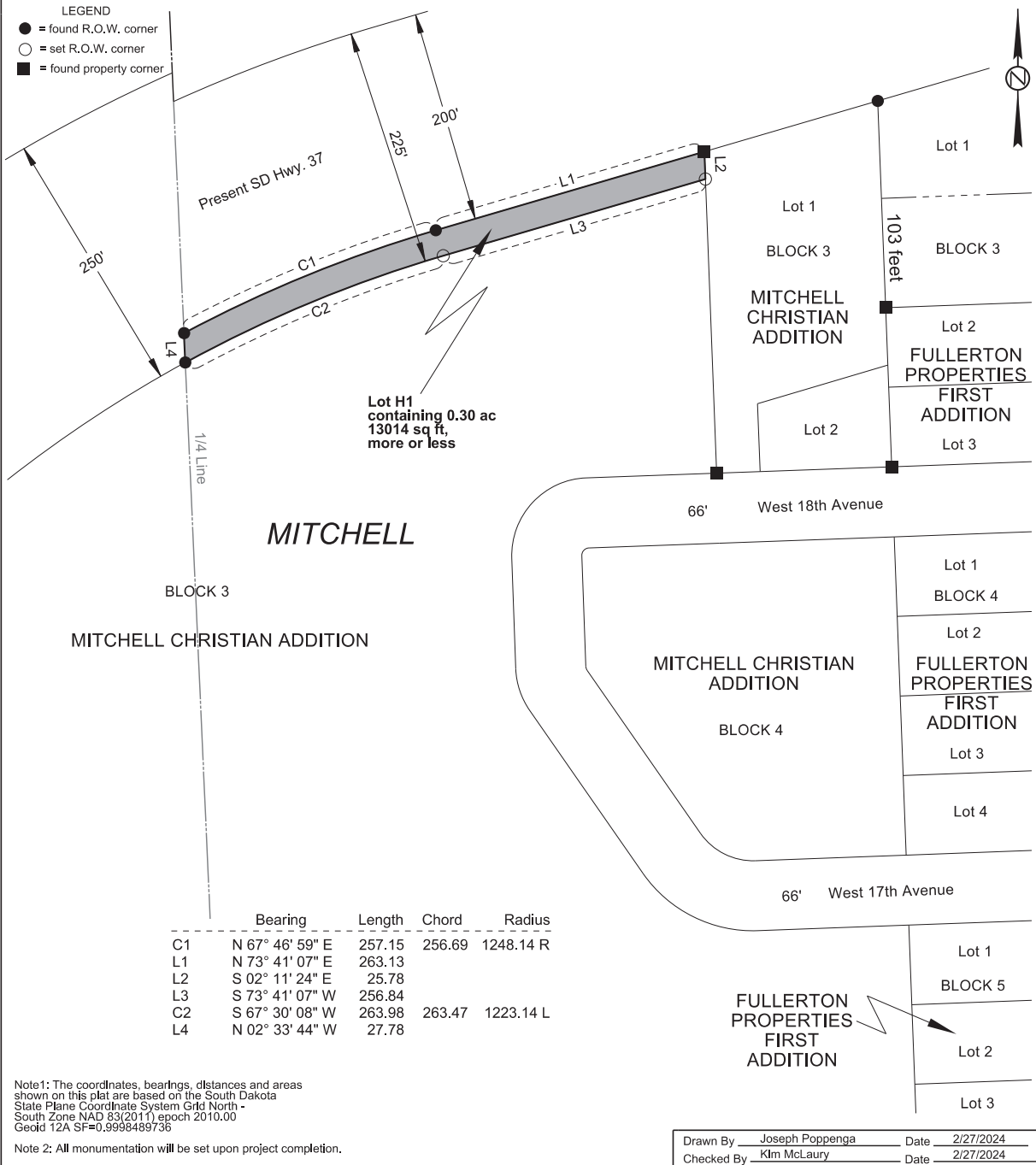
PLAT OF LOT H1

in Block 3 in Mitchell Christian Addition to Mitchell,
except Lots 1 and 2 in Block 3 of Mitchell Christian Addition to Mitchell

DAVISON COUNTY, SOUTH DAKOTA

Showing a parcel of land to be acquired for highway purposes

Scale: 1 inch = 100 feet

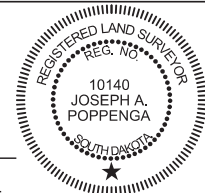


SURVEYOR'S CERTIFICATE

I, JOSEPH A. POPPENG, Registered Land Surveyor, In and for the State of South Dakota, do hereby certify that as ordered by the South Dakota Department of Transportation the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such tract of land shall be hereafter known by the lot number designated herein. The location and dimensions of the tract are shown on this plat.

In witness whereof, I have set my hand and seal this _____ day of _____ A.D., 2024.

Registered Land Surveyor
Registration No. 10140



OFFICE OF REGISTER OF DEEDS

State of South Dakota

County of _____ ss

Filed for record the _____ day of _____, A.D., 20____, at _____ M., and recorded In Books of Plats _____ on Page _____ therein.

06WT
NH 0037(166)73

Register of Deeds

by

Deputy

154p

EXHIBIT A

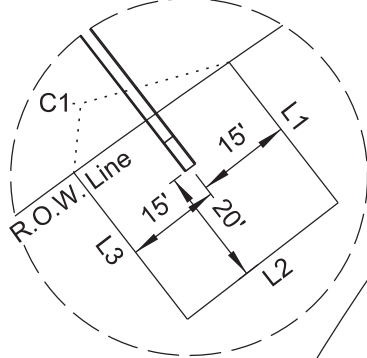
Showing permanent easements to be acquired for culverts
in Block 3 in Mitchell Christian Addition to Mitchell,
except Lots 1 and 2 in Block 3 of Mitchell Christian Addition to Mitchell

DAVISON COUNTY, SOUTH DAKOTA

Not to Scale



Permanent Easement 2
(Not to Scale)



	Length
L1	30±
L2	30.00
L3	30±
C1	30.02
L4	16±
L5	33.25
L6	16±
C2	33.35

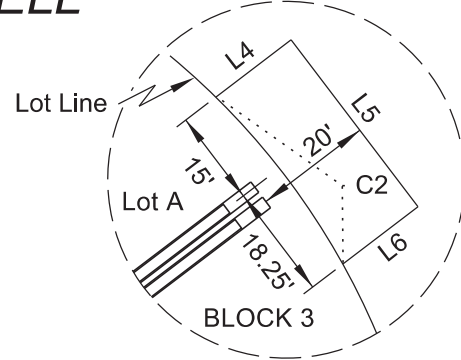
Permanent Easement 2
containing 0.02 ac
925 sq ft,
more or less

BLOCK 3

MITCHELL CHRISTIAN ADDITION

MITCHELL

Permanent Easement 1
(Not to Scale)



Permanent Easement 1
containing 0.01 ac
503 sq ft,
more or less

Lot A

BLOCK 1
CADWELL PARK
FIRST ADDITION

BLOCK 2
MITCHELL CHRISTIAN ADDITION

Lot 1 Lot 2 Lot 3 Lot 4

66' West 16th Avenue

66' Iowa Street

BLOCK 1
MITCHELL CHRISTIAN ADDITION

Lot 1 Lot 2 Lot 3 Lot 4

LEGEND: Newly Constructed Culvert

NOTE: Permanent Easement 1 depicted heron is 15 feet northwest and 18.25' southeast of centerline of the northwest culvert extending from the property line of Lot A northeasterly 20 feet beyond the culvert pipe ends as constructed in place.

Permanent Easement 2 depicted heron is 15 feet each side of the centerline of the culvert extending from the right of way line of Present S.D. Hwy 37 southeasterly 20 feet beyond the culvert pipe end as constructed in place.

06WT
NH 0037(166)73

Drawn By Joseph Poppenga Date 2/27/2024
Checked By Kim Mclaury Date 2/27/2024

PLAT OF LOT A

in Block 3 of Mitchell Christian Addition to the City of Mitchell,

DAVISON COUNTY, SOUTH DAKOTA

Showing a parcel of land

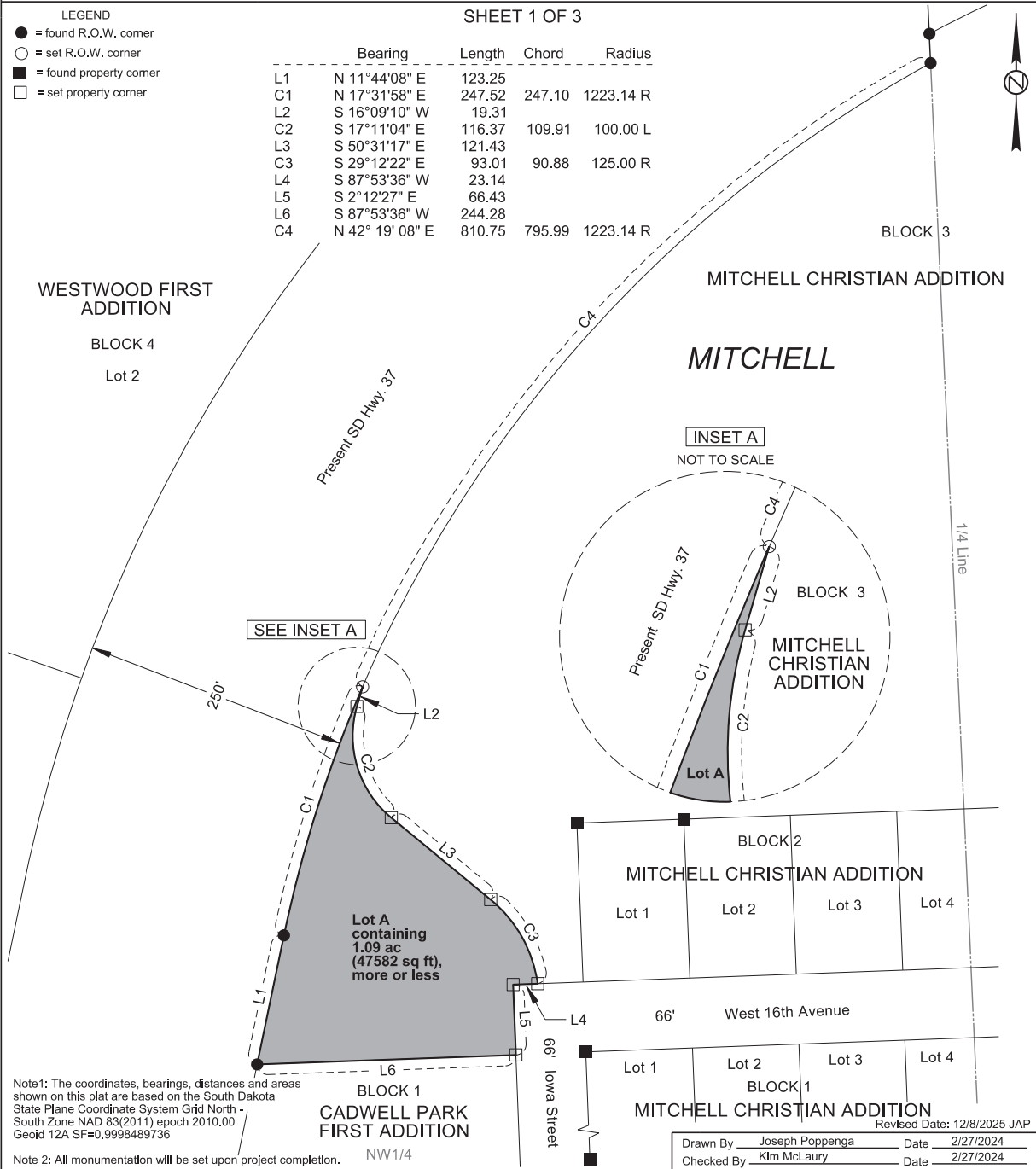
Scale: 1 inch = 100 feet

LEGEND

- = found R.O.W. corner
- = set R.O.W. corner
- = found property corner
- = set property corner

SHEET 1 OF 3

	Bearing	Length	Chord	Radius
L1	N 11°44'08" E	123.25		
C1	N 17°31'58" E	247.52	247.10	1223.14 R
L2	S 16°09'10" W	19.31		
C2	S 17°11'04" E	116.37	109.91	100.00 L
L3	S 50°31'17" E	121.43		
C3	S 29°12'22" E	93.01	90.88	125.00 R
L4	S 87°53'36" W	23.14		
L5	S 2°12'27" E	66.43		
L6	S 87°53'36" W	244.28		
C4	N 42° 19' 08" E	810.75	795.99	1223.14 R



SURVEYOR'S CERTIFICATE

TO: THE MITCHELL CHRISTIAN EDUCATION ASSOCIATION

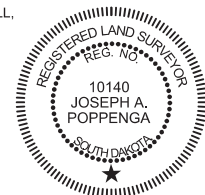
I, JOSEPH A. POPPENG, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE DIRECTION OF THE OWNER, THAT PARCEL OF LAND DESCRIBED AS "A PORTION OF BLOCK 3 OF MITCHELL CHRISTIAN ADDITION TO THE CITY OF MITCHELL, EXCEPT LOTS 1 AND 2 IN BLOCK 3 OF MITCHELL CHRISTIAN ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA", WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION FOLLOWING GENERALLY ACCEPTED PROFESSIONAL STANDARDS FOR SURVEYING AND PLATTING IN THE STATE OF SOUTH DAKOTA, AND I HAVE SUBDIVIDED THE SAME AS SHOWN ON THE ATTACHED PLAT.

THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS LOT A IN BLOCK 3 OF MITCHELL CHRISTIAN ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

DATED THIS _____ DAY OF _____, 20 ____.

REGISTERED LAND SURVEYOR - JOSEPH A. POPPENG, R.L.S. SD-10140

ANY CERTIFICATION EXPRESSED OR IMPLIED HEREIN APPLIES ONLY TO THE INDIVIDUAL(S), ASSOCIATION(S), AGENCY(S), AND/OR CORPORATION(S) EXPLICITLY LISTED. ANY CERTIFICATION EXPRESSED OR IMPLIED IS INVALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF "JOSEPH A. POPPENG, STATE OF SOUTH DAKOTA, REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 10140".



06WT
NH 0037(166)73

137p

PLAT OF LOT A

in Block 3 of Mitchell Christian Addition to the City of Mitchell,

DAVISON COUNTY, SOUTH DAKOTA

Showing a parcel of land

Not to Scale

SHEET 2 OF 3

OWNER'S CERTIFICATE:

I, MATT NIELSEN, BOARD PRESIDENT OF THE MITCHELL CHRISTIAN EDUCATION ASSOCIATION, DO HEREBY CERTIFY THAT THE MITCHELL CHRISTIAN EDUCATION ASSOCIATION IS THE OWNER OF THE LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT MY REQUEST AND IN ACCORDANCE WITH MY INSTRUCTIONS ON BEHALF OF THE SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF LOCATING, MONUMENTING AND PLATTING, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

MATT NIELSEN, BOARD PRESIDENT _____ DATE _____
MITCHELL CHRISTIAN EDUCATION ASSOCIATION

ACKNOWLEDGMENT OF OWNER:

STATE OF _____ COUNTY OF _____
ON THIS ____ DAY OF _____, 20____, BEFORE ME,
_____, THE UNDERSIGNED OFFICER,
PERSONALLY APPEARED MATT NIELSEN, WHO ACKNOWLEDGED HIMSELF TO BE THE BOARD PRESIDENT OF THE MITCHELL CHRISTIAN EDUCATION ASSOCIATION, AND THAT HE AS BOARD PRESIDENT, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

RESOLUTION OF CITY PLANNING COMMISSION:

WHEREAS, THE PLAT OF LOT A IN BLOCK 3 OF MITCHELL CHRISTIAN ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY JOSEPH A. POPPENG, 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 A IN BLOCK 3 OF MITCHELL CHRISTIAN ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY JOSEPH A. POPPENG, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

THE UNDERSIGNED HEREBY CERTIFIES THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD

ON THE _____ DAY OF _____, 20____.

CHAIRPERSON/VICE-CHAIRPERSON _____
MITCHELL CITY 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 _____, 20____, AND

WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF LOT A IN BLOCK 3 OF MITCHELL CHRISTIAN ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, AS PREPARED BY JOSEPH A. POPPENG, 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 A IN BLOCK 3 OF MITCHELL CHRISTIAN ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, PREPARED BY JOSEPH A. POPPENG, BE AND THE SAME IS HEREBY APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

THE UNDERSIGNED HEREBY CERTIFIES THAT THE FOREGOING WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING HELD

ON THE _____ DAY OF _____, 20____.

FINANCE OFFICER/DEPUTY FINANCE OFFICER _____
CITY OF MITCHELL

APPROVAL OF HIGHWAY AUTHORITY:

STATE OF SOUTH DAKOTA - COUNTY OF DAVISON

NO ACCESS TO SD HIGHWAY 37 IS APPROVED. THIS ACCESS APPROVAL DOES NOT REPLACE THE NEED FOR ANY PERMITS REQUIRED BY LAW TO ESTABLISH THE PRECISE ACCESS LOCATION, INCLUDING PERMIT REQUIREMENTS SET FORTH IN ADMINISTRATIVE RULE OF SOUTH DAKOTA 70:09:01:02.

DATED THIS _____ DAY OF _____, 20____.

HIGHWAY AUTHORITY _____ DATE _____

PLAT OF LOT A

in Block 3 of Mitchell Christian Addition to the City of Mitchell,

DAVISON COUNTY, SOUTH DAKOTA

Showing a parcel of land

Not to Scale

SHEET 3 OF 3

CERTIFICATE OF COUNTY TREASURER:

STATE OF SOUTH DAKOTA - COUNTY OF DAVISON

I DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE PLAT, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN PAID IN FULL.

DATED THIS _____ DAY OF _____, 20____.

TREASURER/DEPUTY TREASURER DAVISON COUNTY, SOUTH DAKOTA

CERTIFICATE OF DIRECTOR OF EQUALIZATION:

STATE OF SOUTH DAKOTA - COUNTY OF DAVISON

I DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THE ABOVE PLAT AND SAID PLAT HAS BEEN FILED AT MY OFFICE.

DATED THIS _____ DAY OF _____, 20____.

DIRECTOR OF EQUALIZATION/ DAVISON COUNTY, SOUTH DAKOTA
DEPUTY DIRECTOR OF EQUALIZATION

CERTIFICATE OF REGISTER OF DEEDS

STATE OF SOUTH DAKOTA - COUNTY OF DAVISON

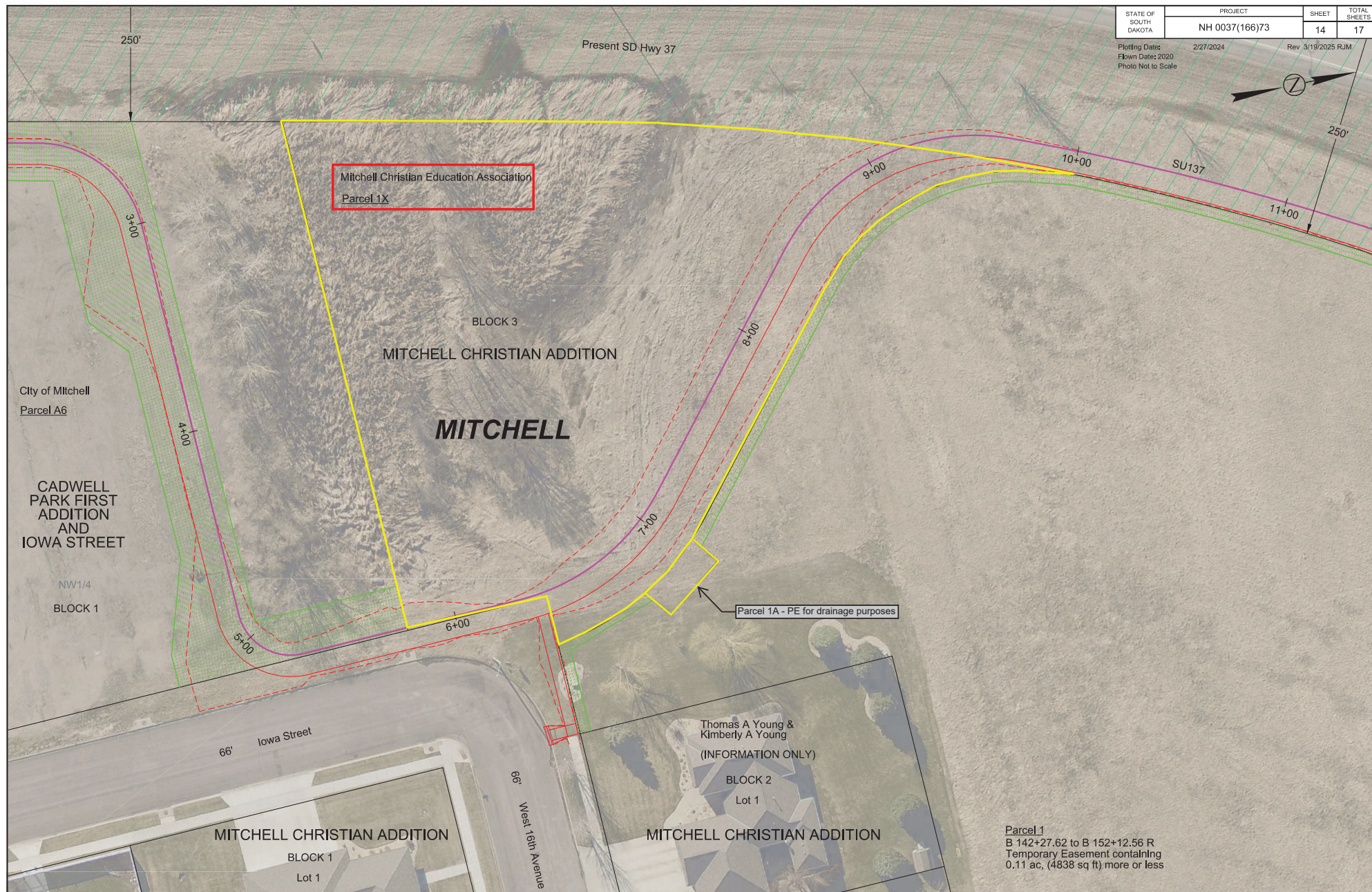
FILED FOR RECORD THIS _____ DAY OF _____, 20____.

AT _____ O'CLOCK ____ M., AND RECORDED IN BOOK _____ OF PLATS

ON PAGE _____ THEREIN.

REGISTER OF DEEDS DAVISON COUNTY, SOUTH DAKOTA

BY: _____
DEPUTY



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	January 5, 2026	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 #R2026-04, Vacation of Public Right-of Way, South Hunter Street lying between East 1st Ave and East Hanson Ave		
Explanation/Background of Agenda Item Requested:	City of Mitchell, owner of Lots One through Twelve (1-12), Block One (1), Driving Park Addition to the City of Mitchell, Davison County, South Dakota; Lots One through Five (1-5), Block Two (2), Driving Park Addition to the City of Mitchell, Davison County, South Dakota; Lots Eight through Twelve (8-12), Block Two (2), Driving Park Addition to the City of Mitchell, Davison County, South Dakota respectfully in due and proper form, are requesting the governing Body of the City of Mitchell vacate street right-of-way described as set forth below pursuant to the statutes in such cases made, and provided, particularly SDCL 9-45-7, et. Sep and petitions respectfully show and represent the following: That portion of South Hunter Street lying between East 1st Ave and East Hanson Ave located within Driving Park Addition, City of Mitchell, Davison County, South Dakota. True copies of which are attached to the Petition on file with the City Finance Officer.		

RESOLUTION #R2026-04

WHEREAS, The petitions and consent in writing of City of Mitchell, owner of Lots One through Twelve (1-12), Block One (1), Driving Park Addition to the City of Mitchell, Davison County, South Dakota; Lots One through Five (1-5), Block Two (2), Driving Park Addition to the City of Mitchell, Davison County, South Dakota; Lots Eight through Twelve (8-12), Block Two (2), Driving Park Addition to the City of Mitchell, Davison County, South Dakota respectfully in due and proper for, are requesting the Governing Body of the City of Mitchell to vacate street right-of way described as set forth below pursuant to the statues in such cases made, and provided, particularly SDCL 9-45-7, et. Sep and petitioners respectfully show and represent the following:

That portion of South Hunter Street lying between East 1st Ave and East Hanson Ave located within Driving Park Addition, City of Mitchell, Davison County, South Dakota.

WHEREAS, true copies of which are attached to the Petition on file with the City Finance Officer.

WHEREAS, the petition was presented to the City Council of Mitchell, South Dakota, in a regular meeting assembled on the 5th day of January, 2026.

WHEREAS, this council did thereupon consider said petition and did find that said Petition and Consent in writing requesting and consenting to the vacation of said street was signed by all the owners of property abutting the alley sought to be vacated; and,

WHEREAS, this Council did, by proper motion, made, seconded and carried in regular meeting assembled on the 5th day of January, 2026 deem it proper that the matter be proceeded with and did order that the said Petition be filed with the City Finance Officer and did order said Finance Officer to give notice of a hearing thereon, by publication, as required by law, that said Petition had been filed and that the same would be heard and considered by the Governing Body of the City on the 5th day of January, 2026 at 6:00 PM. In the Chambers of the City Council of the City of Mitchell Davison County South Dakota;

WHEREAS, said Council did meet to consider and hear said Petition on the 5th day of January, 2026 at the time and place specified in said Notice, and that the said Petition was duly heard and considered by this Council, the Petitioners and consideration of those objecting were heard by Council were presented in regards to said Petition, writing or otherwise; and,

WHEREAS, this Council having duly heard and considered said Petition finds:

1. That due notice of the hearing of said Petition was given by the City Finance Officer by publication of a Notice thereof in the form prescribed by law in the *Mitchell Republic*, a newspaper, printed and published in the City of Mitchell, South Dakota, for two (2) successive weeks, to-wit: December 20 and 24, 2025.

2. That the Petitioners are the sole owners of all of the property abutting the street right-of-way requested to be vacated and have requested that the said alley right-of-way be vacated. Said owners having consented in writing to the vacation of the said street and which consent is made part of the said Petition.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, South Dakota, in a regular meeting, on the 5th day of January, 2026 that street identified as that portion of South Hunter Street lying between East 1st Ave and East Hanson Ave located within Driving Park Addition, City of Mitchell, Davison County, South Dakota hereby vacated.

Adopted by the Mitchell, South Dakota City Council in regular session this 5th day of January, 2026 with:

__ Votes cast in favor of adoption
__ Votes cast against adoption
__ Votes abstaining

Jordan Hanson, Mayor

ATTEST:

Michelle Bathke, Finance Officer

(seal)

PETITION FOR VACATION

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA:

The undersigned, being the owners of real property abutting the that portion of South Hunter Street lying between East 1st Ave and East Hanson Ave located within Driving Park Addition, City of Mitchell, Davison County, South Dakota, hereinafter described, hereby petition this governing body, subject to the conditional easements included herein, to vacate said right of way pursuant to the statutes in such cases made, and provided, particularly SDCL 9-45-7, et. seq., and the petitioners respectfully show and represent the following:

1. City of Mitchell owns:

Lots One through Twelve (1-12), Block One (1), Driving Park Addition to the City of Mitchell, Davison County, South Dakota;

Lots One through Five (1-5), Block Two (2), Driving Park Addition to the City of Mitchell, Davison County, South Dakota;

Lots Eight through Twelve (8-12), Block Two (2), Driving Park Addition to the City of Mitchell, Davison County, South Dakota.

2. Description of South Hunter Street Right of Way to be vacated:

That portion of South Hunter Street lying between East 1st Ave and East Hanson Ave located within Driving Park Addition, City of Mitchell, Davison County, South Dakota.

3. An illustration of the right of way proposed to be vacated is attached hereto and marked Exhibit "A" and by this reference is incorporated herein.

4. The above properties constitute all the land adjoining the portion of the South Hunter Street sought to be vacated.

WHEREFORE, Petitioners respectfully pray that the governing body order this Petition to be filed with the City Finance Officer, and direct that notice of the time and place when the Petition will be considered be given by publication once each week for two successive weeks; and that upon said hearing, the governing body adopt a resolution vacating the right of way in the manner requested in this Petition pursuant to SDCL 9-45-7 et seq.

[signature pages to follow]

Dated this 29th day of December, 2025.

Jordan Hanson
Jordan Hanson – Mayor

STATE OF SOUTH DAKOTA)

) SS

COUNTY OF DAVISON)

On this 29th day of December, 2025, before me, the undersigned officer, personally appeared Jordan Hanson, who acknowledged himself to be the Mayor of the City of Mitchell and that as such Mayor being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Mitchell by himself as Mayor.

In witness whereof I hereunto set my hand and official seal.

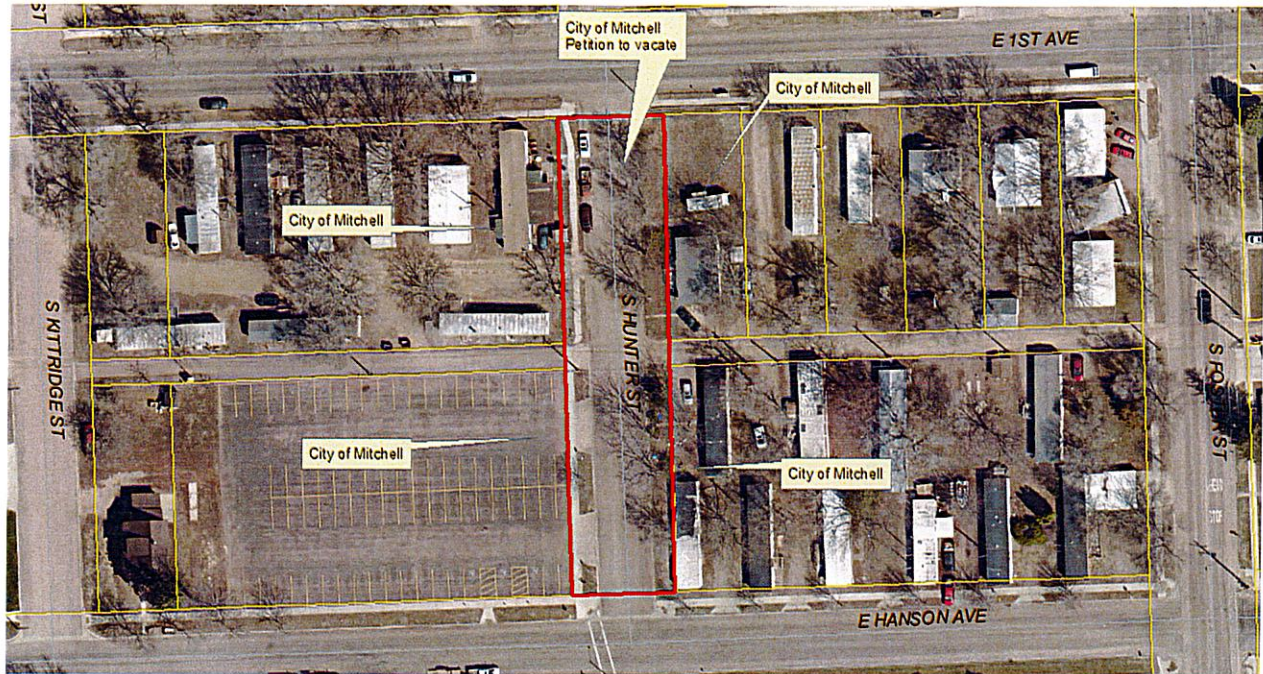
(SEAL)



Debra Hanson Sudbeck
NOTARY PUBLIC – SOUTH DAKOTA
My Commission expires: 10-26-27

Exhibit A

Depiction of Right of Way Area to be Vacated



NOTICE OF HEARING

TO: The City of Mitchell City Council of the City of Mitchell, Mitchell South Dakota, and to the general public:

YOU ARE HEREBY NOTIFIED that City of Mitchell has petitioned the City Council of the City of Mitchell, Davison County, South Dakota to vacate the following:

Petitioner's request to vacate that portion of South Hunter Street lying between East 1st Ave and East Hanson Ave.

The petitioners are the sole owners of the real property abutting the aforementioned road, as they own the following real property;

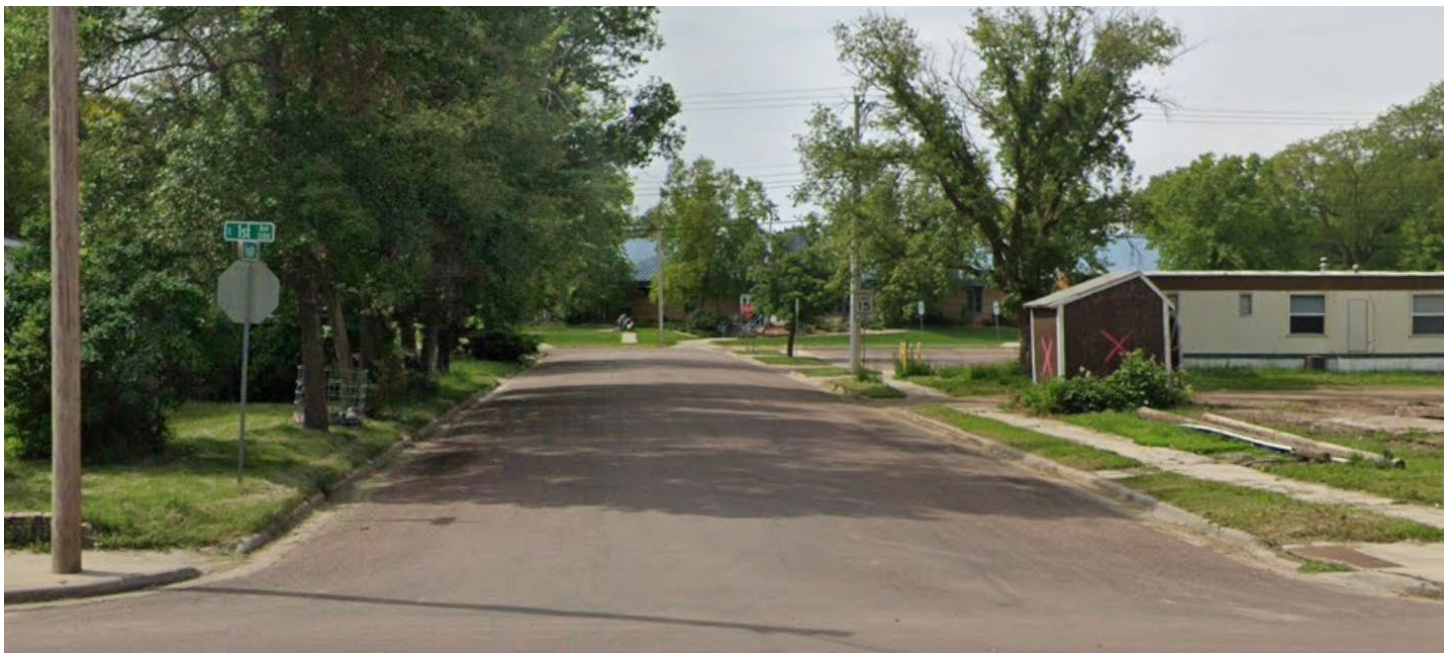
Lots One through Twelve (1-12), Block One (1), Driving Park Addition to the City of Mitchell, Davison County, South Dakota; Lots One through Five (1-5), Block Two (2), Driving Park Addition to the City of Mitchell, Davison County, South Dakota; Lots Eight through Twelve (8-12), Block Two (2), Driving Park Addition to the City of Mitchell, Davison County, South Dakota; is owned by Petitioner City of Mitchell.

You are hereby notified that a public hearing will be held by the City Council on Tuesday January 5, 2026 at 6:00 P.M., in the City Council Chambers, City Hall, 612 N. Main St, Mitchell, SD to consider the petition and resolution vacating the said road. All interested parties may attend and be heard at the public hearing.

Dated this the 16th day of December, 2025.

Michelle Bathke
Finance Officer

Published twice: December 20 & 24, 2025.
Approximate Cost:



CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested: **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:
After further consideration and analysis of the greater core of Mitchell, significantly larger areas would qualify to be included in a redevelopment district due to a predominance of deteriorated site improvements. In order to foster more development and improvements in these larger areas, this ordinance would repeal the existing Mitchell West Central Residential Redevelopment Neighborhood and replace it with three new, larger districts. This will allow more properties to take advantage of the discretionary formula if they choose to do so. The area in the repealed district is also included within the new districts, so properties there will still qualify.

ORDINANCE #O2026-01

AN ORDINANCE MODIFYING REDEVELOPMENT NEIGHBORHOOD BOUNDARIES FOR DISCRETIONARY FORMULA PURPOSES

WHEREAS, the City of Mitchell desires to designate new residential redevelopment neighborhoods in order to encourage improvements to deteriorating properties through property tax discretionary formula eligibility.

**THEREFORE, BE IT ORDAINED BY THE CITY OF MITCHELL, SOUTH DAKOTA
AS FOLLOWS:**

Section 1.

That the Mitchell West Central Residential Redevelopment Neighborhood as defined in Mitchell City Code Section 2-7-3(B) is hereby REPEALED.

Section 2.

That a NEW SUBSECTION be ADDED to the Mitchell City Code as Section 2-7-3(C) to read as follows:

2-7-3(C): Mitchell Core West Residential Redevelopment Neighborhood. The Mitchell Core West Residential Redevelopment Neighborhood is hereby established for discretionary formula purposes. Pursuant to SDCL Section 11-7-3, the Mitchell Core West Residential Redevelopment Neighborhood area is a blighted area due to the predominance of deteriorated site improvements. The Mitchell Core West Residential Redevelopment Neighborhood includes all property within the following boundary:

Beginning at the intersection of Main Street and 12th Avenue, then heading west to the intersection of 12th Avenue and Minnesota Street, then south on Minnesota Street until the intersection of Minnesota Street and 8th Avenue, then west on 8th Avenue until the intersection of 8th Avenue and Ohlman Street, then South on Ohlman Street until the intersection of Ohlman Street and Hanson Avenue, then east along Hanson Avenue until the intersection of Hanson Avenue and Minnesota Street, then north on Minnesota Street until the intersection of Minnesota Street and Ringneck & Western Railroad right-of-way, then east along Ringneck & Western Railroad right-of-way until the intersection of Ringneck & Western Railroad right-of-way with Sanborn Boulevard, then north along Sanborn Boulevard until the intersection of Sanborn Boulevard and Railroad Avenue, then east on Railroad Avenue

until the intersection of Railroad Avenue and Main Street, then north on Main Street to the point of beginning.

Section 3.

That a NEW SUBSECTION be ADDED to the Mitchell City Code as Section 2-7-3(D) to read as follows:

2-7-3(D): Mitchell Core East Residential Redevelopment Neighborhood. The Mitchell Core East Residential Redevelopment Neighborhood is hereby established for discretionary formula purposes. Pursuant to SDCL Section 11-7-3, the Mitchell Core East Residential Redevelopment Neighborhood area is a blighted area due to the predominance of deteriorated site improvements. The Mitchell Core East Residential Redevelopment Neighborhood includes all property within the following boundary:

Beginning at the intersection of Main Street and 12th Avenue, then heading east along 12th Avenue to the intersection of 12th Avenue and Capital Street, then south along Capital Street to the intersection of Capital Street and 11th Avenue, then east along 11th Avenue to the intersection of 11th Avenue and Foster Street, then south along Foster Street to the intersection of Foster Street and Nagle Lane, then east along Nagle Lane to the intersection of Nagle Lane and Calhoun Street, then south along Calhoun Street to the intersection of Calhoun Street and 2nd Avenue, then west along 2nd Avenue to the intersection of 2nd Avenue and Wallace Street, then south along Wallace Street to the intersection of Wallace Street and 1st Avenue, then east along 1st Avenue until the intersection of 1st Avenue and Tiger Street, then south along Tiger Street until the intersection of Tiger Street and Hanson Avenue, then west along Hanson Avenue until the intersection of Hanson Avenue and Charles Street, then south along Charles Street until the intersection of Charles Street and Birch Avenue, then west along Birch Avenue until the intersection of Birch Avenue and Wallace Street, then south along Wallace Street until the intersection of Wallace Street with the corporate limits of the City of Mitchell, then tracing west and south along the corporate limits of the City of Mitchell until the intersection of the corporate limits of the City of Mitchell and Ringneck & Western Railroad right-of-way, then west along Ringneck & Western Railroad right-of-way until the intersection of Ringneck & Western Railroad right-of-way and Railroad Avenue, then west along Railroad Avenue until the intersection of Railroad Avenue and Main Street, then north on Main Street to the point of beginning.

Section 4.

That a NEW SUBSECTION be ADDED to the Mitchell City Code as Section 2-7-3(E) to read as follows:

2-7-3(E): Mitchell Core South Residential Redevelopment Neighborhood. The Mitchell Core South Residential Redevelopment Neighborhood is hereby established for discretionary formula purposes. Pursuant to SDCL Section 11-7-3, the Mitchell Core South Residential Redevelopment Neighborhood area is a blighted area due to the predominance of deteriorated site improvements. The Mitchell Core South Residential Redevelopment Neighborhood includes all property within the following boundary:

Beginning at the intersection of Havens Avenue and North Ohlman Street, then north on Ohlman Street to the intersection of Ohlman Street and Hanson Avenue, then east along Hanson Avenue until the intersection of Hanson Avenue and Minnesota Street, then north on Minnesota Street until the intersection of Minnesota Street and Ringneck & Western Railroad right-of-way, then east along Ringneck & Western Railroad right-of-way until the intersection of Ringneck & Western Railroad right-of-way and Burr Street, then south on Burr Street until the intersection of Burr Street and Havens Avenue, then west on Havens Avenue to the point of beginning.

Section 5.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Section 6.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and, unless the referendum is invoked within twenty (20) days after the completed publication, this ordinance shall become effective for taxes assessed in calendar year 2023 and payable in calendar year 2024 and each successive taxation year thereafter unless repealed by the City Council of the City of Mitchell, South Dakota.

Pursuant to SDCL Section 10-6-137.1 and Section 10-6-140, any real property receiving benefit from the previously adopted Discretionary Taxation Ordinance, will continue to be assessed and taxed through the course of the said discretionary formula.

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 2026.

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____



12th Ave

Minnesota St

8th Ave

Main St

Ohlman St

Minnesota St

Sanborn Blvd

Hanson Ave

Railroad ROW

Railroad Ave



12th Ave

11th Ave

Capital St

Foster St

Nagle Ln

Main St

Calhoun St

Wallace St

2nd Ave

1st Ave

Tiger St

Hanson Ave

Birch Ave

Charles St

Wallace St

Railroad ROW

City Limits

Hanson Ave

Minnesota Ave

Railroad ROW

Ohman St

Burr St

Havens Ave