



City Council Meeting Agenda
City Council Chambers, City Hall, 612 N. Main Street
August 17, 2026

- 1. 6:00 PM Call to Order**
- 2. Pledge Of Allegiance**
- 3. Invocation: First United Methodist**
- 4. Roll Call**
- 5. Approval Of Consent Agenda Items**
Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.
 - A. City Council Minutes**
 - B. Committee Reports**
 - C. Department Reports**
 - D. Raffle Permits**
 - E. Action to Approve Agreement #A2026-49, South Dakota Department of Transportation 5339 Grant Funds for Dispatch Software**
 - F. Volunteers to be added to the City's volunteer list:**
 - Mark Jenniges
 - Jeri Mickelson
 - Sue Kiepke
 - Mary Johnson
 - G. Surplus Items to be Sold via Purple Wave or Destroyed - Community Services**
 - H. Approve Disposal or Auction of Recumbent Bike at Rec Center**
 - I. Action to Approve Special Event Permit Application For DWU Men's Wrestling Outdoor Practice on Saturday, September 26, 2026**
 - Parking Lot Closure (\$50 Fee)
 - Street Closure (\$100 Fee)
 - Consumption Permit (\$50 Fee)
 - Noise Permit (\$0 Fee)
 - J. Special Event Permit Application For RiverTree Block Party on September 13, 2026**
 - Street Closure (\$100 Fee)
 - K. Amendment #1 to Agreement #A2024-13 with AE2S for Water Modeling Support Contract**

- L. Pay Estimates
 - M. 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 9-8-26

Abby Opp has applied for a conditional use permit for 10-5C-3-family residential daycare; located at 1016 W 4th Ave, legally described as Lot 4, Block 10, E.B. Bracy's Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family 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 Applications
 - a. On the application to transfer RL-31022 Retail (On-Off Sale) Liquor License from Justin Thiesse, dba Legacy Pointe, LLC, Mitchell to Israel Espinosa, dba Murguia LLC, 511 North Main Street, Mitchell (The License will be inactive and Video lottery is included)
 - b. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for September 12, 2026 for a wedding
 - c. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for November 14, 2026 for the Avera Mixer
 11. Action to Award Bid for the Mitchell Fire Station, Project No. 2026-8
 12. Action to Award Bid Award for Water Tank Demolition and Removal Project No. 2026-46
 13. Action to Approve Agreement #A2026-50, Municipal Financial Advisor Agreement for Independent Fiscal Feasibility Review
 14. Continue Public Hearing for the Construction of 400 Block of East 7th Avenue (north of East 7th Avenue) Resolution #R2026-45
 15. Action to Approve Resolutions for the 400 Block of East 7th Avenue (north of East 7th Avenue) Alley Assessment #R2026-45
 16. Second Reading of Ordinance #O2026-09, Amending Mitchell City Code Section 6-1-1 Regarding Animals at Large

- 17. Motion to adopt Ordinance #O2026-09, Amending Mitchell City Code Section 6-1-1 Regarding Animals at Large**
- 18. First Reading on Ordinance #O2026-10, Updating the Standard Cable Franchise Agreement and Renewing Existing Cable Franchises**
- 19. First Reading on Ordinance #O2026-11, Amending Provisions for City of Mitchell Discretionary Formula Districts**
- 20. Motion to enter into executive session according to SDCL 1-25-2 (3) Consulting with Legal Counsel and SDCL 19-19-502 Lawyer-Client Communications.**
- 21. Adjourn**

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

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

**August 3, 2026
6:00 P.M.**

PRESENT: Marty Barington, Shaun Davis, Tim Goldammer, Jason Greenway,
Kevin McCardle, Dan Sabers, Jeffrey Smith

ABSENT: Ken Schlimgen

PRESIDING: Mayor Jordan Hanson

AGENDA:

Mayor Hanson noted Item #13-Sidewalk Waiver was withdrawn by the applicant.

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

- a. City Council Minutes
 - 1. City Council July 20, 2026
- b. Committee Reports
 - 1. Planning Commission July 13, 2026 (signed)
 - 2. Planning Commission July 27, 2026 (unsigned)
 - 3. Library Board July 21, 2026
- c. Raffle Permits
 - 1. Mitchell Technical College with the drawings to be held on October 7, 14, 21, and 28, 2026
 - 2. Safe Place of Eastern SD with the drawing to be held on December 4, 2026
- d. Special Event Permit Application for Grace Baptist Church Vacation Bible School Family Night on Friday, August 7, 2026
- e. Special Event Permit Application for The World's Only Corn Palace Festival on August 24-31, 2026
- f. Special Event Permit Application for DWU Blue & White Days Parade on Saturday, October 10, 2026
- g. Volunteer Board Appointments
 - 1. Re-appoint Jeff Smith, City Council Representative, to the Mitchell Regional Railroad Authority for a term running from July 1, 2026-June 30, 2027
 - 2. Appoint Ken Schlimgen, City Council Representative, to the Mitchell Regional Railroad Authority for a term running from July 1, 2026-June 30, 2027
 - 3. Re-appoint Mike Lauritsen, At-Large Representative, to the Mitchell Regional Railroad Authority for a term running from July 1, 2026-June 30, 2027
- h. Set date 1:30 P.M., August 12, 2026 for bid opening for Water Tank Demolition & Removal

Project #2026-46

- i. Set date August 17, 2026 for hearing and action on the application to transfer RL-31022 Retail (on-sale) Liquor License from Justin Thiesse dba Legacy Pointe, LLC to Israel Espinosa dba Murguia LLC, 511 North Main Street (The license will be inactive.)
- j. 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>
On Road Diesel #2	3,300	3,300	\$4.250	\$14,025.00
Off Road Diesel #2	4,200	4,200	\$3.975	\$16,695.00
Total Bid:				\$30,720.00

k. Pay Estimates August 3, 2026

Pay Estimate #70 in the amount of \$8,330.31 for Above Ground Storage Tank #2020-20 contracted to Infrastructure Design Group

Pay Estimate #42 in the amount of \$62,890.29 for Wastewater Treatment Plant Improvements-Phase II #2022-01 contracted to HDR Engineering

Pay Estimate #19 in the amount of \$82,150.00 for East 5th-Burr to Foster #2024-02 contracted to Brosz Engineering

Pay Estimate #1 in the amount of \$939.40 for East 5th-Burr to Foster #2024-02 contracted to GeoTek Engineering

Pay Estimate #3 in the amount of \$462,365.03 for East 5th-Burr to Foster #2024-02 contracted to Halme, Inc

Pay Estimate #18 in the amount of \$74,601.30 for North Ohlman-23rd to Kemper #2025-01 contracted to SPN & Associates

Pay Estimate #2 in the amount of \$731,102.11 for North Ohlman-23rd to Kemper #2025-01 contracted to BX Civil & Construction

Pay Estimate #13 in the amount of \$2,195.00 for 1st Avenue-Burr to Foster #2025-06 contracted to SPN & Associates

Pay Estimate #10 in the amount of \$987.50 for Hitchcock Tennis Courts #2025-34 contracted to SPN & Associates

Pay Estimate #2 in the amount of \$31,125.00 for Water Department Maintenance Facility #2026-01 contracted to Visions Construction Group

Pay Estimate #1 in the amount of \$112,254.30 for 200-500 Blocks East 6th #2026-03 contracted to Metro Construction

Pay Estimate #5 in the amount of \$35,585.00 for Fire Station #2026-08 contracted to designArc Group

Pay Estimate #1 in the amount of \$5,650.00 for Fire Station #2026-08 contracted to GeoTek Engineering

Pay Estimate #1 in the amount of \$193,877.90 for Rooftop Units-Public Safety #2026-16 contracted to Baete Forseth

Pay Estimate #6 in the amount of \$1,620.00 for Ice Arena Roof Replacement #2026-21 contracted to designArc Group

Pay Estimate #2 in the amount of \$434,577.31 for Ice Arena Roof Replacement #2026-21 contracted to VanBuskirk Construction

Pay Estimate #3 in the amount of \$1,462.50 for Water Study #2026-26 contracted to SPN & Associates

Pay Estimate #5 in the amount of \$4,992.00 for Wastewater Study #2026-27 contracted to SPN & Associates

Pay Estimate #1A in the amount of \$124.70 for Safety Action Plan & Safe Streets & Roads #2026-38 contracted to HDR Engineering

Pay Estimate #2 in the amount of \$30,492.50 for Safety Action Plan & Safe Streets & Roads #2026-38 contracted to HDR Engineering

Pay Estimate #3 in the amount of \$2,829.94 for Safety Action Plan & Safe Streets & Roads #2026-38 contracted to HDR Engineering

Pay Estimate #2 in the amount of \$3,000.00 for Storm Water Study for NE Mitchell #2026-39 contracted to HDR Engineering

Pay Estimate #1 in the amount of \$4,500.00 for Water Tank Demolition & Removal #2026-46 contracted to SPN & Associates

Pay Estimate #20A in the amount of \$3,016.09 for AIP '33 Hangar Construction contracted to Helms & Associates

Pay Estimate #21A in the amount of \$266.13 for AIP '33 Hangar Construction contracted to Helms & Associates

I. Approve Bills, Payroll, Salary Adjustments and New Employee Hires and Authorize Payment of Recurring and other expenses in advance as approved by the Finance Officer

PAYROLL JULY 5, 2026 – JULY 18, 2026: City Council \$5,347.36, Mayor \$1,663.00, City Administrator \$7,180.12, Administrative Boards \$2,566.25, Attorney \$5,885.34, Finance \$16,012.27, Human Resources \$4,834.28, Municipal Building \$5,762.16, Information Technology \$5,355.80, Police \$93,417.62, Traffic \$6,924.60, Fire \$39,863.15, Street \$38,603.40 Public Works \$29,526.44 Cemetery \$7,355.53, Library \$17,785.70, Recreation & Aquatics \$36,946.92, Recreation Center \$17,719.02, Sports Complexes \$20,999.47, Ballpark Concessions \$917.32, Parks \$26,878.17, Supervision \$4,641.65, E911 \$24,220.96, Palace Transit \$29,848.54, JVCC \$2,183.24, Nutrition \$4,605.01, Airport \$3,453.06, Water Distribution \$18,209.42, Sewer \$15,098.29, Recycling Program \$7,506.80, Waste Collection \$7,806.08, Landfill \$12,174.31, Corn Palace \$32,424.44, Golf Course \$10,856.06, Campground \$2,563.68, Emergency Medical Services \$55,257.48

NEW HIRES:

CORN PALACE: Breanna Adams-\$12.32, Kreu Greenwell-\$11.85, Brennen Penne-\$14.98

RECREATION CENTER: Sidney Muckey-\$11.85

WASTE WATER: Douglas Stewart-\$25.053

SALARY ADJUSTMENTS:

PARKS: Bradley Gates-\$32.728

POLICE: Jaclyn Larson-\$33.374, Paul Wilson-\$41.083

WATER: Thomas Schuman-\$35.072

TERMINATIONS:

TRAFFIC: Raymond Dean

WARRANTS: A&B Business Solutions, Contract Payment-\$5,163.91; A-Ox Welding, Supplies-\$536.19; AAA Collections, Letter Fee-\$35.00; Advance Auto Parts, Supplies-\$94.99; AFLAC, Aflac Withholding-\$8,753.64; AFSCME Council 65, Union Dues-\$428.48; Alex Air Apparatus 2 LLC, Repair-\$289.75; Amazon Capital Services, Supplies-\$1,447.07; Aqua-Pure, Supplies-\$2,025.00; Arctic Refrigeration, Supplies-\$468.52; AT&T Mobility, Utilities-\$538.56; AT&T Mobility, Utilities-\$1,118.65; Austin Resick, Supplies-\$39.99; Auto Value Mitchell, Supplies-\$1,982.81; Baete Forseth, 2026-16 P.E. #1-\$193,877.90; Bailey Metal Fabricators, Supplies-\$96.94; Becker Arena Products, Supplies-\$3,238.44; Bierschbach Equipment & Supplies, Supplies-\$215.20; Big Daddy D's, Contract Services-\$1,627.50; Blackstone Publishing, Audiobooks-\$175.13; Brosz Engineering, 2024-2 P.E. #19-\$82,150.00; Butler Machinery, Supplies-\$3,889.60; BX Civil and Construction, 2025-1 P.E. #2-\$731,102.11; C&B Operations, Supplies-\$37.61; Central Electric, Utilities-\$5,124.69; Certified Laboratories, Supplies-\$224.95; Chesterman, Supplies-\$744.05; CHR Solutions, Supplies-\$10,010.26; CHS, Supplies-\$9,836.56; City of Mitchell, Golf Course Deductions-\$1,363.82; City of Mitchell, Recreation Deductions-\$2,283.42; CJM Consulting, Install Contract-\$5,000.00; Column Software, Advertising-\$417.09; Commercial Asphalt, Supplies-\$2,835.32; Core & Main, Supplies-\$16,027.54; Core-Mark US, Supplies-\$11,358.22; Corn Palace, Supplies-\$60.00; Dakota Counseling, 2026 3rd Quarter Allocation-\$3,250.00; Dakota Fluid Power, Repair-\$202.50; Dakota Supply Group, Supplies-\$192.47; Daktech, Supplies-\$2,290.00; Dale Star, Reimbursement-\$70.05; Darrington Water Conditioning, Rental-\$32.00; Davis Equipment, Supplies-\$156.82; Davison County Register of Deeds, Recording Fee-\$60.00; Debora Briggs, Payment Refund-\$258.73; Delta Dental Plan of South Dakota, Dental Insurance-\$17,565.40; Department of Social Services, Child Support-\$359.54; designArc Group, 2026-21 P.E. #6-\$37,205.00; Dick's Body Shop, Repairs-\$5,022.85; Dimock Dairy, Supplies-\$302.40; Elfstrand's Ace Hardware, Supplies-\$43.11; Elliott Equipment, Supplies-\$3,070.08; Eric Hieb, Contract Services-\$11,860.58; Eric Palmer, Maintenance-\$10,000.00; ETix, Ticketing Fee-\$121.60; FedEx, Shipping Charges-\$19.50; First National Bank Omaha, Supplies-\$12,720.92; Fleetpride, Supplies-\$139.21; FloorTec, Maintenance-\$3,604.30; Galls, Supplies-\$248.30; Gaylen's Gourmet Popcorn, Supplies-\$1,861.20; GeoTek Engineering & Testing, 2024-2 P.E. #1-\$6,589.40; Great Western Tire, Supplies-\$2,527.40; Halme, 2024-2 P.E. #3-\$462,365.03; Hawkins, Supplies-\$12,373.70; HDR Engineering, 2022-1 P.E. #42-\$99,337.43; Helms and Associates, AIP0 '33 Airport P.E. #20A-\$3,282.22; Holiday Inn Hotel & Convention Center, Travel-\$154.18; Howes Oil, Supplies-\$30,744.68; Hunter Heating & Cooling, Maintenance-\$968.11; Independence Upfitters, Maintenance-\$7,629.75; Infrastructure Design Group, 2020-20 P.E. #70-\$8,330.31; Ingram Library

Services, Book-\$2,120.12; Interstate Office Products, Supplies-\$213.51; Jebro, Supplies-\$97,817.28; Johnson Bros of South Dakota, Supplies-\$1,880.55; Jones, Supplies-\$2,962.14; Kevin Kline, Reimbursement-\$21.00; Kimball Midwest, Supplies-\$123.96; Lawson Products, Supplies-\$328.72; M&T Fire and Safety, Supplies-\$48,072.00; Mark Jenniges, Training-\$165.83; Meierhenry Sargent, CW-17-13th & Wisconsin Bond Fees-\$15,600.00; Menards, Supplies-\$2,617.69; Metro Construction, 2026-3 P.E. #1-\$112,254.30; Mettler Implement, Supplies-\$64.99; Midway Service dba Vollar Oil, Supplies-\$25,491.94; Midwest Fire & Safety, Maintenance-\$763.50; Midwest Turf & Irrigation, Supplies-\$336.06; Millennium Recycling, Single Stream Fee-\$1,545.08; Minnesota Valley Testing, Testing-\$1,335.50; Mitchell Animal Rescue, Management Fee-\$350.00; Mitchell Iron & Supply, Supplies-\$48.44; Mitchell Telecom, Utilities-\$82.93; Mitchell United Way, United Way Deductions-\$110.00; Mueller Lumber, Supplies-\$107.03; Muth Electric, Repair-\$1,383.01; N-Able Technologies, Software-\$10,031.08; Napa Central, Supplies-\$200.30; North Central Seed, Supplies-\$70.00; Northwestern Energy, Utilities-\$20,391.55; Nutrien Ag Solutions, Supplies-\$362.80; Optilegra, Vision Plan-\$318.44; Overdrive, EBooks, \$878.16; Palace City Peddlers, Tour de Corn-\$2,500.00; Palace City Pool Promotion, Sports Authority Promo-\$4,000.00; PCC Ambulance Billing Service, Ambulance Billing-\$6,068.63; Pepsi Cola, Supplies-\$1,536.12; Pfeifer Implement, Supplies-\$476.85; Porter Distributing, Supplies-\$373.50; Preferred Snacks dba Kathy Kaye Foods, Supplies-\$4,032.00; Public Health Laboratory, Lab Testing-\$1,061.00; Qualified Presort Service, Contract Services-\$529.32; Regents of The University, Subscription-\$653.92; Riverside Technologies, Supplies-\$809.80; Rodenburg Law Firm, Garnishment-\$58.88; Runnings, Supplies-\$1,197.52; S&M Printing, Supplies-\$250.00; Saber Shred Solutions, Supplies-\$3,783.50; Saga Communications of South Dakota, Advertising-\$300.00; Sanitation Products, Supplies-\$3,353.42; Schoenfelder Portables, Rental-\$1,175.00; South Dakota Department of Agriculture, Stormwater Permit-\$600.00; South Dakota Public Assurance Alliance, Insurance-\$2,219.75; South Dakota Redbook Fund, Books-\$654.00; South Dakota Retirement System, Retirement Contributions-\$137,764.36; South Dakota-Supplemental Retirement, Supplemental Retirement-\$3,960.00; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$2,347.50; South Dakota Municipal League-Affiliates, Supplies-\$670.00; Sherwin-Williams, Supplies-\$354.60; Shifter Crew, Pre-Sturgis Party Bike Show-\$2,000.00; Sign Pro, Supplies-\$34.00; Siteone Landscape Supply, Supplies-\$1,381.25; South Dakota 811, Message Fees-\$404.25; SPN & Associates, 2025-1 P.E. #18-\$88,738.30; Standard Insurance, Life Insurance-\$2,822.90; Staples, Supplies-\$328.15; Subway, Planning Commission Meals-\$62.93; Sun Gold Sports, Supplies-\$534.00; Thomas L Price, Testing-\$400.00; Thune True Value & Appliance, Supplies-\$79.99; Titan Machinery, Repair-\$52.18; Titan Machinery, Supplies-\$35.30; TK Electric, Capital Improvements-\$7,199.00; TMA Stores, Repair-\$80.17; Traditions Prepared Meals, Contract Services-\$4,900.73; Transource, Supplies-\$1,846.91; Tricare For Life, Refund-\$0.02; Two Way Solutions, Supplies-\$952.89; Tylor Cassingham, Travel-\$175.43; UPS Store #4227, Shipping Charge-\$65.21; Van Buskirk Construction, 2026-21 P.E. #2-\$434,577.31; Van Diest Supply, Supplies-\$44.50; Verizon Wireless, Utilities-\$340.19; Vermeulen Drone Service, Supplies-\$850.00; Vern Eide Ford, Supplies-\$58.73; Vestis, Supplies-\$44.99; VFW Post 2750, Land Acquisition-Veterans Park-\$19,000.00; Visions Construction Group, 2026-1 P.E. #2-\$31,125.00; Zach Dalrymple, Reimbursed-\$170.93; South Dakota Department of Revenue, Sales Tax-\$30,487.02

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

PUBLIC COMMENT:

Council Member Sabers stated the City's golf pro Eric Hieb won the Member-Guest tournament recently held at Lakeview Golf Course. Also, 3 out of the 4 golfers in the men's and women's championship brackets of the match play tournament this past weekend are from Mitchell. Sabers also reminded the public that the State Amateur Baseball Tournament starts this Wednesday at Cadwell Park.

Council Member Goldammer stated Council Member Ken Schlingen was absent from the meeting because he is being inducted into the South Dakota Association of Cooperatives Hall of Fame.

BOARD OF ADJUSTMENT:

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

It was advised that this is the date and time set for hearing on the application of Rachel Hoelsing for a conditional use permit for 10-5C-3 family residential daycare located at 421 East 15th Avenue, legally described as Lot 11, Block 2, Fullerton's Terrace Third Addition and Lot 1, Block 3, Fullerton's Terrace One Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District. The Planning Commission recommended approval of said application with the following conditions; the permit is non-transferable, pass a fire inspection, and if the business ceases to operate for six months a new application is required. Moved by Sabers, seconded by Barington, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Ann Jons for a conditional use permit for 10-5E-3 family residential daycare located at 1108 Sunnyside Court, legally described as Lot 12 of R.W. Mueller's 1st Addition, a subdivision of portions of Blocks 7 and 8, Sunnyside Addition to the City of Mitchell, Davison County, South Dakota. The property is zoned R4 High Density Residential District. The Planning Commission recommended approval of said application with the following conditions; the permit is non-transferable, pass a fire inspection, and if the business ceases to operate for six months a new application is required. Moved by Smith, seconded by Goldammer, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Amie Thompson for a conditional use permit for 10-5C-3 family residential daycare located at 922 University Boulevard, legally described as Lots 4 & 5, Block 5, University Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District. The Planning Commission recommended approval of said application with the following conditions; the permit is non-transferable, pass a fire inspection, and if the business ceases to operate for six months a new application is required. Moved by McCardle, seconded by Davis, to approve said application. Motion carried.

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

ORDINANCE:

Moved by Sabers, seconded by Barington, to table placing Ordinance #O2026-09, Amending Mitchell City Code Section 6-1-1 Regarding Animals at Large on second reading. Motion carried.

AWARD BID:

Bids were opened and read on Mitchell Boulevard Sidewalk Project #2026-04A on the 28th day of July, 2026. Moved by Smith, seconded by Greenway, to award, as follows:

**MITCHELL BOULEVARD SIDEWALK
PROJECT #2026-04A**

Top Grade Concrete, LLC, 641 1st Avenue, Emery, SD 57332

Total Bid \$268,026.70

Roll call vote was taken.

Members present voting aye: Barington, Davis, Greenway, McCardle, Smith. Members present voting nay: Goldammer, Sabers. Motion carried.

CONSIDER APPROVAL:

Moved by Goldammer, seconded by Barington, to approve Agreement #A2026-48, Assignment Agreement for Tax Increment District #46-Legacy Pointe LLC. Sabers voting nay. Motion carried.

RESOLUTION:

Moved by McCardle, seconded by Goldammer, to approve Resolution #R2026-49, Establishing a Policy for Alley Improvements, as amended, as follows:

RESOLUTION #R2026-49

A Resolution Establishing a Policy for Alley Improvements in the City of Mitchell

WHEREAS, the City of Mitchell established an alley maintenance fee to assist with the maintenance of alleys;

WHEREAS, the City of Mitchell would like to establish a policy that outlines how alley improvements will be handled in the City of Mitchell;

WHEREAS, the City of Mitchell believes that the alley improvement policy will help citizens evaluate options when constructing or improving alleys within the City of Mitchell;

THEREFORE BE IT RESOLVED that the Alley Improvement Policy be established for alley improvements within the City of Mitchell under the following guidelines:

Alleys Within the Central Business District. This includes alleys adjacent to Main Street from Railroad Avenue to 8th Avenue.

- Alleys shall be converted to concrete surfacing by 2029.
- If the alley improvement account in the landfill fund is in service and has a sufficient balance, then the City will cost share concrete alley improvements by participating at 25% of the total costs of the public improvement.
- If there are not sufficient funds in the landfill fund alley account, then the City may either not complete the alley improvement or participate at a lower percentage.
- If the alley improvement account in the landfill fund is abandoned, then the City will no longer cost share the alley improvement.
- The City will not cost share in improvements requested on private property.
- Alleys will be maintained by the City utilizing standard and industry accepted maintenance and maintenance schedules.

General Policy for Alleys Outside of the Central Business District

- New or improved alleys will be constructed as gravel or concrete.
- Alleys may be improved to concrete surfacing if petitioned and approved by the City Council as a special assessment.
- If the alley improvement account in the landfill fund is in service and has a sufficient balance, then the City will cost share concrete alley improvements by participating at 25% of the total costs of the public improvement.
- If there are not sufficient funds in the landfill fund alley account, then the City may either not complete the alley improvement or participate at a lower percentage.
- If the alley improvement account in the landfill fund is abandoned, then the City will no longer cost share the alley improvement.
- The City will not cost share in improvements requested on private property.
- Alleys will be maintained by the City utilizing standard and industry accepted maintenance and maintenance schedules.
- At the end of an improved alleys useful life, the alley will return to gravel surfacing unless the adjoining property owners petition the council to improve the alley to concrete surfacing through the assessment process at the cost share listed above.

Motion carried and resolution declared duly adopted.

CONTINUED HEARING:

It was advised that this is the date and time set for continued hearing on the proposed resolution of necessity for the construction of 6" concrete alleys consisting of base course, concrete paving,

accessories, engineering fees and miscellaneous expenses. Public Works Director Joe Schroeder reviewed the project and the proposed alleys continued from the previous meeting.

Proposed alleys:

1. 300 Block E 1st Ave (north of E 1st Ave) #R2026-39

7. 400 Block E 7th Ave (north of E 7th Ave) #R2026-45

Josh Peterson, an owner of property in the segment of 300 Block of East 1st, has submitted a petition to Public Works from property owners with a majority in favor of constructing a concrete alley.

A petition for the segment of 400 Block of East 7th was not submitted.

RESOLUTIONS:

Moved by Smith, seconded by Goldammer, to approve Resolution #R2026-39, Resolution of Necessity for Construction of Concrete Alley-300 Block E 1st Ave (north of E 1st Ave), as follows:

RESOLUTION NO. R2026-39

PROPOSED RESOLUTION DECLARING THE NECESSITY FOR THE CONSTRUCTION OF BASE COURSE, CONCRETE PAVING AND ACCESSORIES, ENGINEERING FEES, MISCELLANEOUS EXPENSES ON CERTAIN STREETS IN THE CITY OF MITCHELL, SOUTH DAKOTA

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

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

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

Segment 2026-02:

Alley 300 Block E 1st Ave (north of E 1st Ave)

Construction of a 6" thick reinforced concrete with gravel base, Engineering Fees, Miscellaneous Expenses and Accessories.

	LOT	BLK.	ADDITION	ESTIMATED ASSESSMENT
1*#	LOT B	25	MITCHELL ORIGINAL – NE&SE	\$10,418.68
2*#	LOT 4	25	MITCHELL ORIGINAL – NE&SE	\$5,209.34
3*#	LOT 3	25	MITCHELL ORIGINAL – NE&SE	\$6,240.46
4*#	LOT 2 EX S50' OF E34'	25	MITCHELL ORIGINAL – NE&SE	\$1,664.18
5*#	S50' LOT 1 & S50' OF E34' LOT 2	25	MITCHELL ORIGINAL – NE&SE	\$8,736.96
6*#	LOT 12	25	MITCHELL ORIGINAL – NE&SE	\$5,200.57
7*#	LOT 11	25	MITCHELL ORIGINAL – NE&SE	\$5,200.57
8*#	LOTS 7-10	25	MITCHELL ORIGINAL – NE&SE	\$20,828.58
	TOTAL ASSESSMENT AMOUNT			\$ 63,499.34

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

Lots assessed for INTERSECTION according to Section 2c and 2d.

^ Lots assessed for BENEFIT according to Section 2b.

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

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

- a. The total Cost of the street, alley or utility improvements shall be assessed according to the front footage of the property fronting on the improvements.
- b. The Total Cost of the street or alley improvements shall be divided equally between all lots benefiting from the improvements.
- c. Shall be to all lots, tracts, or parcels of land according to the area of each to include 1/2 of the property between the street improvement and the next street, whether or not such property abut such street or not, but in no case shall any property situated more than 300' from such intersection be assessed.
- d. Footage of the property fronting or abutting on the improvements. Per side.

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

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

Motion carried and resolution declared duly adopted.

Moved by McCardle, seconded by Davis, to table Resolution #R2026-45, Resolution of Necessity for Construction of Concrete Alley-400 Block E 7th Ave (north of E 7th Ave). Motion carried.

Moved by McCardle, seconded by Greenway, to approve Resolution #R2026-50, A Resolution Amending the 2026 Compensation Plan, as follows:

RESOLUTION #R2026-50

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:

APPOINTED/ HIRED FULL TIME POSITIONS

Dept	Job Title	Wage Grade	FLSA Status
CP	Assistant Corn Palace Director (1 FTE)	19	E
CP	Box Office & Concessions Supervisor (1 FTE)	16	E

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Barington, to approve Resolution #R2026-51, Plat of Carolyn Moe Tract 1 in the NW ¼ of Section 33, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2026-51

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 27th day of July, 2026; and

WHEREAS, it appears from an examination of the PLAT OF CAROLYN MOE TRACT 1 IN THE NW 1/4 OF SECTION 33, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF CAROLYN MOE TRACT 1 IN THE NW 1/4 OF SECTION 33, T 103 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Davis, to approve Resolution #R2026-52, Plat of Tract 1 of Enclose Addition, an addition in the Northwest Quarter of Section 29, Township 103 North, Range 60 West of the 5th Principal Meridian, Davison County, South Dakota, as follows:

RESOLUTION #R2026-52

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 27th day of July, 2026; and

WHEREAS, it appears from an examination of the PLAT OF TRACT 1 OF ENCLOSE ADDITION, AN ADDITION IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Eric D. Meyer, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF TRACT 1 OF ENCLOSE ADDITION, AN ADDITION IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 103 NORTH, RANGE 60 WEST OF THE 5TH PRINCIPAL MERIDIAN, DAVISON COUNTY, SOUTH DAKOTA as prepared by Eric D. Meyer, 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 Goldammer, to approve Resolution #R2026-53, Plat of Schuman Tract 1 in the SE ¼ of Section 25, T 103 N, R 61 W of the 5th P.M., Davison County, South Dakota, as follows:

RESOLUTION #R2026-53

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 27th day of July, 2026; and

WHEREAS, it appears from an examination of the PLAT OF SCHUMAN TRACT 1 IN THE SE 1/4 OF SECTION 25, T 103 N, R 61 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Jeremy A. Wolbrink, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF SCHUMAN TRACT 1 IN THE SE 1/4 OF SECTION 25, T 103 N, R 61 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA as prepared by Jeremy A. Wolbrink, be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

Moved by Goldammer, seconded by Smith, to approve Resolution #R2026-54, Plat of Tract 1 in Block 1 of Driving Park Addition, as follows:

RESOLUTION #R2026-54

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 27th day of July, 2026; and

WHEREAS, it appears from an examination of the PLAT OF TRACT 1 IN BLOCK 1 OF DRIVING PARK ADDITION, AN ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul A. Sandman, a duly licensed Land Surveyor in and for the State of South Dakota, that said is in accordance with the system of streets and alleys set forth in the master plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota that the PLAT OF TRACT 1 IN BLOCK 1 OF DRIVING PARK ADDITION, AN ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA as prepared by Paul A. Sandman, 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 Greenway, to approve Resolution #R2026-55, Plat of Lot 16 in the Replat of Tract A, Wild Oak Golf Club Addition, as follows:

RESOLUTION #R2026-55

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 27th day of July, 2026; and

WHEREAS, it appears from an examination of the PLAT OF LOT 16 IN THE REPLAT OF TRACT A, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Nathan L. Jibben, 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 16 IN THE REPLAT OF TRACT A, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA as prepared by Nathan L. Jibben, 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 #R2026-56, A Resolution Declaring Support for, and Addition of, the 2026 Davison County Hazard Mitigation Plan, as follows:

RESOLUTION #R2026-56

A resolution of the City Council of Mitchell declaring its support for, and adoption of, the 2026 Davison County Hazard Mitigation Plan.

WHEREAS a Hazard Mitigation Plan for Davison County has been developed; and

WHEREAS the City of Mitchell participated in the development of the Plan; and

WHEREAS the Plan will be used as a disaster mitigation planning tool as deemed appropriate by the Mitchell City Council.

NOW THEREFORE BE IT RESOLVED that the Mitchell City Council hereby adopts and supports the Plan and will take action to ensure that the Plan is implemented.

Motion carried and resolution declared duly adopted.

CONSIDER APPROVAL:

Moved by Barington, seconded by Sabers, to approve designating \$2,500,000 from General Fund reserves into future capital projects. Motion carried.

DISCUSSION:

Discussion took place with Davison County regarding the planning of a regional law enforcement center. Davison County Commissioners John Claggett and Randy Reider were in attendance and addressed City Council. The commissioners expressed they were in the beginning design phases and would like to know if the City of Mitchell would be interested in a joint law enforcement facility which would include some city functions, such as the Mitchell Police Department and E911

Dispatch. City Council was in agreement to be open to discussion for the option of certain city services included in a regional law enforcement center.

EXECUTIVE SESSION:

Moved by Goldammer, seconded by McCardle, to go into Executive Session as permitted by SDCL 1-2-2(1) Personnel, SDCL 1-25-2(3) Consulting with Legal Counsel, and SDCL 19-19-502 Lawyer-Client Communications. Motion carried.

Mayor Hanson declared the board out of executive session at 7:39 p.m. and the City Council to reconvene in regular session at 7:40 p.m.

ADJOURN:

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



Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.



Planning Commission 7-27-26
City Council Chambers, City Hall, 612 N. Main Street
July 27, 2026

1. Call to Order

Chairperson Schmitz called the July 27, 2026 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

Present: Genzlinger, Gunkel, Helleloid, Osterloo, Schmitz, Schreurs, Sonne.

Absent: Greenway.

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

3. Declaration Of Conflicts Of Interests

Sonne items 10 & 12.

4. Approve Agenda

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

5. Approval of Previous Minutes: July 13, 2026

Motion by Schreurs, seconded by Sonne to approve the proposed minutes of the July 13, 2026 Planning Commission Meeting. All present voted aye; motion carried.

6. Schedule Next Meeting: August 10, 2026

Motion by Genzlinger, seconded by Osterloo to set the date for the next Planning Commission Meeting for August 10, 2026. All present voted aye; motion carried.

7. Conditional Use Permit: Rachel Hoelsing

Rachel Hoelsing has applied for a conditional use permit for 10-5C-3-family residential daycare; located at 421 E 15th Ave, legally described as Lot 11, Block 2, Fullerton's Terrace Third Addition and Lot 1, Block 3 Fullerton's Terrance One Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There was one response returned in favor and one phone call from 414 E 15th Ave in favor. The applicant was not present to answer questions.

Jenniges explained that the applicant had run a daycare at this location in the past, but had been over six months, so a new application was required. The applicant has a fire inspection scheduled.

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

8. Conditional Use Permit: Ann Jons

Ann Jons has applied for a conditional use permit to operate a 10-5E-3 family residential daycare; located at 1108 Sunnyside Ct, legally described as Lot 12 of R.W. Mueller's 1st Addition, a subdivision of portions of Blocks 7 and 8, Sunnyside Addition to the City of Mitchell, Davison County, South Dakota. The said real property is zoned R4 High Density Residential District.

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

Jenniges explained that the applicant is running a daycare in Mt Vernon currently and is in the process of moving to Mitchell. The applicant has passed a fire inspection.

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

9. Conditional Use Permit: Amie Thompson

Amie Thompson has applied for a conditional use permit for 10-5C-3-family residential daycare; located at 922 University Blvd, legally described as Lots 4 & 5, Block 5 University Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.

Jenniges noted that a notice was sent out to the neighbors, it was published in the official newspaper and sign posted. There were two responses in favor that made the packet and three more in favor that did not make the packet. The applicant was present to answer questions.

Jenniges noted that the applicant had passed a fire inspection.

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

10. Plat: Carolyn Moe

Plat of Carolyn Moe Tract 1 in the NW 1/4 of Section 33, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. This is outside the city limits but within the ETJ. Therefore, it's the City of Mitchell's zoning jurisdiction. The county will hear this at their September meetings because it is within three miles of city limits. The plat meets the zoning criteria of Urban Development District. The applicant was not present to answer questions.

Motion by Osterloo, seconded by Schreurs to approve the plat. All present voted aye and Sonne abstained; motion carried.

11. Plat: Enclose Manufacturing Inc & Claseman

Plat of Tract 1 of Enclose Addition, an addition in the Northwest Quarter of Section 29, Township 103 North, Range 60 West of the 5th Principal Meridian, Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. This is outside the city limits but within the ETJ. Therefore, it's the City of Mitchell's zoning jurisdiction. The county will hear this at their September meetings because it is within three miles of city limits. The plat meets the zoning criteria for Highway Orientated Business District. There is an existing ingress/egress easement on the plat. The applicant was present to answer questions.

Jenniges explained that Enclose Manufacturing Inc current land is described by measurements. They are purchasing some land to the south from Claseman and are combining it into one parcel.

Genzlinger questioned if the Fire Department had any concerns about ingress/egress, to which Boehmer answered no, as long as it is maintained.

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

12. Plat: Schuman & Millan Land Trust

Plat of Schuman Tract 1 in the SE 1/4 of Section 25, T 103 N, R 61 W of the 5th P.M., Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. This is outside the city limits but within three miles of city limits. Therefore, it's the county's zoning jurisdiction. The county will hear this at their September meetings. The applicant was not present to answer questions.

Jenniges explained Schuman owns the parcel with the dwelling on it and Milland Land Trust owns the portion of land that has Schuman's ingress/egress easement on it. Schuman is now purchasing that land, so there will no longer be an easement since it will all be one parcel owned by Schuman.

Motion by Osterloo, seconded by Schreurs to approve the plat. All present voted aye and Sonne abstained; motion carried.

13. Plan Review: Titan Machinery

Jenniges gave an overview of the area using GIS. This is located at 2800 W Havens Ave and within the Highway Oriented Business District. The applicant would like to build an addition onto the building. Hegg will review plans prior to issuance of a building permit. The addition is being built over an existing gravel parking lot so it will not affect the drainage to the lot. The applicant was not present to answer questions.

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

14. Plat: Van Buskirk Homes LLC

Plat of Tract 1 in Block 1 of Driving Park Addition, an addition to the City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. This location is zoned R4 and the plat meets the zoning criteria. The applicant was not present to answer questions.

Jenniges explained the applicant is vacating the existing lots and plating into one large parcel. They are planning to build six houses on this parcel and are working on creating a PUD for the entire development. Once the PUD is approved, they will plat the six houses meeting the new PUD standards. The alley ROW will be four feet wider as well with this plat.

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

15. Plat: Firesteel Links LLC

Plat of Lot 16 in the Replat of Tract A, Wild Oak Golf Club Addition to the City of Mitchell, Davison County, South Dakota.

Jenniges gave an overview of the area using GIS. This location is zoned R4 and the plat meets the zoning criteria and is following the master plan. The applicant was not present to answer questions.

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

16. Other Business:

None.

17. Public Input:

None.

18. Adjourn

Chairperson Schmitz adjourned the meeting at 12:13 P.M.

A handwritten signature in black ink, appearing to read "Jon Schmitz". The signature is fluid and cursive, with a large loop at the end.

Jon Schmitz
Planning Commission Chairperson



Planning Commission 8-10-26
City Council Chambers, City Hall, 612 N. Main Street
August 10, 2026

1. Call to Order

Chairperson Schmitz called the August 10, 2026 City Planning Commission Meeting to order at 12:00 P.M. noon in the Council Chambers, City Hall, 612 N Main Street.

2. Roll Call

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

Present: Genzlinger, Greenway, Helleloid, Osterloo, Schmitz, Schreurs, Sonne.

Absent: Gunkel

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

3. Declaration Of Conflicts Of Interests

None.

4. Approve Agenda

Motion by Genzlinger, seconded by Sonne to approve the proposed agenda. All present voted aye, the motion carried.

5. Approval of Previous Minutes: June 27, 2026

Motion by Genzlinger, seconded by Osterloo to approve the proposed minutes of the June 27, 2026 Planning Commission Meeting. All present voted aye, the motion carried.

6. Schedule Next Meeting: August 24, 2026

Motion by Sonne, seconded by Osterloo to set the date for the next Planning Commission Meeting for August 24, 2026. All present voted aye, the motion carried.

7. Plan Approval: Harris Properties LLC

Jenniges gave a GIS view of the property located at the SW Corner of W Elm St and S Iowa St. The location was recently rezoned to Highway Oriented Business District. The applicant has presented plans to build business condos like the one he owns to the south. There will be seven units with a mechanical room. Jenniges explained the applicant will be required to plant 4 trees per the ordinance because the frontage is 174' and 1 per 50' of frontage is required.

The building meets the setbacks. The applicant was present to answer any questions.

Schreurs questioned drainage for the property, to which Jenniges replied no drainage plan is

required, but they can not drain onto their neighbors' land, and that could become a civil lawsuit. Drainage should go to the north and east.

Jenniges also explained that if the neighbor to the west requests a privacy fence the applicant will have to put one up at his expense per ordinance.

Motion by Genzlinger, seconded by Sonne to approve the plan. All present voted aye, the motion carried.

8. Review of South Dakota Open Meeting Materials

Jenniges reviewed the South Dakota Attorney General's information as required by state statute to be reviewed annually.

Schmitz questioned if an item can be added to an agenda at the meeting, to which Johnson said it's not general practice to do so because it does not meet the 24-hour notice rule, but there can be exceptions.

9. Other Business:

None.

10. Public Input:

None.

11. Adjourn

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

Jon Schmitz
Planning Commission Chairperson

CITY OF MITCHELL																
1ST & 2ND PENNY SALES TAX																
MONTHLY COLLECTION HISTORY																
	BUDGET	TOTAL ACTUAL	ACTUAL %													
YEAR	AMOUNT:	COLLECTIONS:	INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2012	4,975,000	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53	
2013	5,228,000	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15	
2014	5,375,000	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65	
2015	5,375,000	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07	
2016	5,590,000	5,471,800.14	(1.59)	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	491,896.66	386,211.17	642,226.06	
2017	5,590,000	5,472,944.38	0.02	314,226.16	439,907.44	414,473.29	428,428.32	360,943.07	383,528.56	703,067.14	450,666.82	565,721.51	395,455.72	467,453.85	549,072.50	
2018	5,471,800	5,724,840.89	4.60	383,276.70	505,707.15	447,184.03	402,686.59	443,340.74	283,989.97	720,544.06	546,190.43	527,070.30	378,035.60	429,741.17	657,074.15	
2019	5,521,800	5,645,323.19	(1.39)	380,964.38	475,050.96	439,829.32	286,501.27	595,560.40	226,352.24	617,301.74	648,368.69	463,520.66	487,890.04	535,978.36	488,005.13	
2020	5,378,333	5,615,768.74	(0.52)	482,425.98	401,397.66	398,890.87	476,968.75	422,410.65	154,761.72	820,662.75	494,907.24	464,629.72	520,474.40	441,945.44	536,293.56	
2021	5,593,333	6,187,725.34	10.18	504,793.07	370,090.20	389,887.56	596,963.70	510,380.97	148,174.57	935,626.32	509,241.13	581,897.23	540,337.38	461,781.44	638,551.77	
2022	5,715,769	6,775,812.09	9.50	583,303.14	371,021.69	530,565.79	581,055.46	484,781.15	556,110.56	656,824.67	536,419.86	653,776.19	614,839.88	529,332.04	677,781.66	
2023	5,900,000	7,250,061.70	7.00	540,211.39	535,030.61	518,010.54	587,336.88	552,642.54	569,536.97	740,477.38	532,185.96	721,465.80	595,898.42	622,051.08	735,214.13	
2024	6,526,817	7,658,645.68	5.64	523,359.33	671,681.61	560,936.87	521,925.50	716,780.80	287,271.97	875,526.51	801,243.12	615,917.54	672,847.10	735,394.79	675,760.54	
2025	6,716,495	7,873,213.77	2.80	649,870.29	634,870.82	551,809.16	607,818.80	629,146.18	153,679.34	1,024,211.81	912,502.62	483,509.75	860,935.28	477,781.53	887,078.19	Monthly
				649,870.29	1,284,741.11	1,836,550.27	2,444,369.07	3,073,515.25	3,227,194.59	4,251,406.40	5,163,909.02	5,647,418.77	6,508,354.05	6,986,135.58	7,873,213.77	YTD
						1,783,480.09			1,589,679.61			1,120,136.13			0.00	Quarter
2026	7,670,995	4,493,295.83	5.69	685,909.27	462,751.49	634,819.33	683,049.60	648,811.03	257,818.98	1,120,136.13						Monthly
				685,909.27	1,148,660.76	1,783,480.09	2,466,529.69	3,115,340.72	3,373,159.70	4,493,295.83	4,493,295.83	4,493,295.83	4,493,295.83	4,493,295.83	4,493,295.83	YTD
																YTD %
				5.55%	-10.59%	-2.89%	0.91%	1.36%	4.52%	5.69%						

CITY OF MITCHELL															
3RD PENNY SALES TAX															
MONTHLY COLLECTION HISTORY															
YEAR	BUDGET AMOUNT:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2012	685,000	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15
2013	698,000	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53
2014	722,000	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95
2015	722,000	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53
2016	750,000	793,240.17	2.93	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	89,887.83	68,789.53	81,329.13
2017	680,000	790,107.66	(0.39)	40,489.65	56,521.74	50,677.06	61,899.68	49,494.55	58,254.78	101,128.39	68,449.71	99,641.56	64,528.02	65,496.74	73,525.78
2018	820,000	789,559.57	(0.07)	41,017.18	62,200.06	60,841.78	50,561.37	49,355.07	43,471.88	107,048.99	85,942.83	85,336.14	55,490.48	63,417.12	84,876.67
2019	790,000	833,576.12	5.57	51,576.74	62,859.78	59,877.64	39,434.95	78,468.82	37,515.98	89,755.78	102,353.23	88,685.77	76,541.45	80,242.70	66,263.28
2020	790,000	755,428.66	(9.37)	59,397.75	56,494.36	56,549.98	60,882.27	40,520.39	22,918.06	96,077.01	74,822.08	75,068.34	83,093.78	57,532.07	72,072.57
2021	650,000	929,153.77	23.00	55,833.11	50,072.02	52,153.92	82,977.05	65,403.88	31,383.95	141,572.27	88,289.63	115,642.67	86,501.58	70,472.20	88,851.49
2022	755,000	974,002.42	4.83	69,159.45	43,370.47	71,726.38	88,038.67	65,622.79	79,575.08	101,833.57	86,884.13	111,617.49	86,439.65	81,092.65	88,642.09
2023	845,000	974,198.96	0.02	58,654.19	75,561.41	64,984.79	70,927.22	60,049.02	79,488.38	103,248.21	77,102.98	125,332.71	81,233.49	85,474.21	92,142.35
2024	929,195	1,034,854.90	6.23	61,771.89	83,007.31	62,861.51	56,488.20	92,082.15	46,335.69	119,713.09	118,739.00	99,474.20	100,572.32	108,687.09	85,122.45
2025	975,000	1,128,617.82	9.06	75,709.81	88,295.13	74,534.37	81,432.06	81,373.64	37,737.26	151,556.43	124,195.99	103,561.24	115,350.10	72,761.05	122,110.74
				75,709.81	164,004.94	238,539.31	319,971.37	401,345.01	439,082.27	590,638.70	714,834.69	818,395.93	933,746.03	1,006,507.08	1,128,617.82
						242,529.71			198,993.53			156,367.69			0.00
2026	1,100,000	597,890.93	1.23	79,062.49	73,378.31	90,088.91	79,978.58	86,427.82	32,587.13	156,367.69					
				79,062.49	152,440.80	242,529.71	322,508.29	408,936.11	441,523.24	597,890.93	597,890.93	597,890.93	597,890.93	597,890.93	597,890.93
				4.43%	-7.05%	1.67%	0.79%	1.89%	0.56%	1.23%					YTD %

Date: Aug. 5, 2026
 To: Mayor & City Council
 Re: July Building Permits



	Permit #	Name	Address	Building	Contractor	Cost	Fee	Category
1	15678	Riley Heck	1520 Pebble Beach Rd.	Reroof Home	CE Const.	\$ 16,000.00	\$ 20.00	Re-roof/side/Windows
2	15679	Jay Larson	1405 E. 4th Ave.	Reroof Home	MLC	\$ 14,700.00	\$ 20.00	Re-roof/side/Windows
3	15680	VanBuskirk Co.	2207 S. Mentzer	Rework Apt. Space.	VanBuskirk Co.	\$ 97,000.00	\$ 626.00	Residential Additions
4	15681	Jess & Kayla Tolsma	1010 Cr. Drive	Reside Home	Konrad Const.	\$ 25,000.00	\$ 20.00	Re-roof/side/Windows
5	15682	Mike Harvey	315 E 9th Ave.	Egress Window	MD Const.	\$ 1,500.00	\$ 20.00	Re-roof/side/Windows
6	15683	Spencer Measchen	706 N. Kittridge St.	Fin. Basement	Owner	\$ 12,000.00	\$ 93.00	Residential Additions
7	15684	Dave Deinert	1625 S. Miller St.	Fin. Basement	Nick Perry Const.	\$ 23,000.00	\$ 160.00	Residential Additions
8	15685	Jen Duley	600 W. Birch Ave.	Reroof Home	Owner	\$ 6,000.00	\$ 20.00	Re-roof/side/Windows
9	15686	Jerome Beatch	1413 Sharpstone Dr.	Reroof Home	CE Const.	\$ 7,300.00	\$ 20.00	Re-roof/side/Windows
10	15687	Rodney Klinger	1411 Sharpstone Dr.	Reroof Home	CE Const.	\$ 11,900.00	\$ 20.00	Re-roof/side/Windows
11	15688	Caterpilla Ag	1408 W. 8th Ave.	Int. Finish	PBC	\$ 251,235.00	\$ 1,170.00	Commercial Additions
12	15689	James Hofer	2261 W. Havens Ave.	New Home	Custom Touch	\$ 267,265.00	\$ 851.00	New Residential
13	15690	Torrey Kaufman	1125 Sunnyside Ct.	Home Addn.	Owner	\$ 9,800.00	\$ 81.00	Residential Additions
14	15691	AKG	925 Quince Ave.	New Warehouse	PBC	\$ 690,000.00	\$ 2,610.00	New Commercial
15	15692	Muth Elec.	1717 N. Sanborn St.	Office Addn.	Henery Carlson	\$ 1,954,079.00	\$ 6,402.00	Commercial Additions
16	15693	MAHI #16	132 Indian Head Dr.	New Home	MAHI	\$ 141,900.00	\$ 538.00	New Residential
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34								
35								
Total						\$ 3,528,679.00	\$ 12,671.00	

Sincerely,
 John D. Hegg

Building Official

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 08-04-2026

Organization: MTC Mavericks Rodeo Team

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

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

Contact Information:

Name: Jimmie Nicolaus

Address: 1800 E. Spruce St. Mitchell, SD

Phone #: 605-999-6381

Email: [REDACTED]

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

Dates of Ticket Sales: 09-08-'26 — 11-07-'26

Date of Raffle Drawing: 11-07-2026

Value of Raffle Prize: \$1,000

Proceeds Benefitting: practice + travel expenses

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

Date Received: 8-4-2026

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL RAFFLE PERMIT

Date of Application: 08-04-2026

Organization: MTC Mavericks Rodeo Team

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

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

Contact Information:

Name: Jimmie Nicolau

Address: 1800 E. Spruce St. Mitchell, SD

Phone #: 605-999-6381

Email: [REDACTED]

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

Dates of Ticket Sales: 08-08-26-11-07-26

Date of Raffle Drawing: 11-07-2026

Value of Raffle Prize: \$1,500

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

Date Received: 8-4-2026

For Finance Office Use Only:

Council Approval Date: _____

Signature: _____

Finance Officer

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	August 17, 2026	Requested By:	Jessica Pickett
Desired Action of City Council:	Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Action to Approve Agreement #A2026-49, South Dakota Department of Transportation 5339 Grant Funds for Dispatch Software		
Explanation/Background of Agenda Item Requested:	This agreement is to accept Palace Transit's 5339 grant funding approval for Dispatch Software through the South Dakota Department of Transportation for the current operating fiscal year. The funding breakdown is listed in Exhibit G of the grant agreement: Total Federal dollars awarded = \$50,000 (80%) Total local share required = \$12,500 (20%) This grant request application was approved by City Council and is included in the 2027 budget. Staff recommends approval of the request.		

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF FINANCE AND MANAGEMENT
OFFICE OF AIR, RAIL, AND TRANSIT
SECTION 5339 SUB-RECIPIENT AGREEMENT
BETWEEN**

City of Mitchell, South Dakota
Palace Transit
300 West 1st Avenue
Mitchell, SD 57301

State of South Dakota
Department of Transportation
Office of Air, Rail, and Transit
700 East Broadway Avenue
Pierre SD 57501

Referred to in this Agreement as the "Sub-Recipient"

Referred to in this Agreement as the "State"

The State and the Sub-Recipient enter into this Agreement (the "Agreement") for a grant award of federal financial assistance to the Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

Information for the Federal Award Identification, as described in 2 CFR 200.332(a), will be inserted below. In the event of a change in the award or funding source, the information inserted may change. Sub-Recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

1. FEDERAL AWARD IDENTIFICATION:

- a. Sub-Recipient's legal name: City of Mitchell
- b. Sub-Recipient's Unique Entity Identifier: JXEFNSSK2VF4
- c. Federal Award Identification Number (FAIN): SD-2026-004
- d. Federal award date: 05/27/2026
- e. Sub-award period of performance start and end date: 6/1/2026-9/30/2027
- f. Sub-award budget period start and end date: 6/1/2026-9/30/2027
- g. Amount of federal funds obligated to the Sub-Recipient by this Agreement: \$50,000
- h. Total amount of federal funds obligated to the Sub-Recipient: \$50,000
- i. Total amount of the federal award committed to the Sub-Recipient: \$50,000
- j. Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA): Bus and Bus Facilities
- k. Name of federal awarding agency: Federal Transit Administration
pass-through entity: South Dakota Department of Transportation
contact information for awarding official of the pass-through entity:
Office of Air, Rail, and Transit
700 East Broadway Avenue
Pierre SD 57501
- l. CFDA No. and name: 20.526; Bus and Bus Facilities Program

m. Is the grant award for research and development (R&D)? Yes ☐ No ☒

n. Indirect Cost Rate for federal award: N/A

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

- a. This Agreement will be effective on 6/1/2026, and will be perpetual, unless sooner terminated pursuant to the terms of this Agreement.
- b. All costs incurred must be submitted to the State no later than 30 days after the end of the Period of Performance.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS:

a. BACKGROUND:

- i. On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) of 2021 into law. The IIJA authorizes One Trillion Two Billion Dollars (\$1,200,000,000,000.00) for transportation and infrastructure spending with Five Hundred Fifty Billion (\$550,000,000,000.00) towards new investments and programs.
- ii. The IIJA continues the Section 5339 Grants for Buses and Bus Facilities Program established pursuant to 49 U.S.C. Section 5339, which makes funding available to states and designated recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and competitive grants. A sub-program provides competitive grants for bus and bus facility projects that support low and zero-emission vehicles.
- ii. The Governor of the State of South Dakota, in accordance with a request by the United States Department of Transportation, Federal Transit Administration, referred to in this Agreement as "FTA," has designated the State to evaluate and select projects proposed by eligible recipients and to coordinate the grant applications.
- iii. The State and the Sub-Recipient want to secure and utilize grant funds for the transportation planning needs of citizens living in rural and small urban areas in South Dakota.

b. PURPOSE:

The purpose of this Agreement is to provide for the facilitation of transportation services by the Sub-Recipient and to state the terms, conditions, and mutual understandings of the parties as to the manner in which these services will be undertaken and completed.

c. SCOPE OF PROJECT:

The Sub-Recipient will undertake and complete the services or project as described in the Sub-Recipient's application, referred to in this Agreement as the "PROJECT," which application is incorporated by reference, filed with, and approved by the State and FTA in accordance with the terms and conditions of this Agreement.

4. BASIS FOR SUBAWARD AMOUNT:

The cost of the PROJECT will be in the amount indicated in the Sub-Recipient's application or the latest approved PROJECT budget, attached to this Agreement as **Exhibit G**, and will be born in the manner described in this Agreement. The Sub-Recipient will provide, from sources other than FTA federal funds, funding in the amount sufficient, together with Federal FTA PROJECT grant funds,

referred to in this Agreement as the "GRANT," to assure payment of the actual PROJECT costs. The Sub-Recipient will initiate and prosecute to completion all actions necessary to enable the Sub-Recipient to provide the Sub-Recipient's share of the PROJECT costs, at or prior to, the time that such funds are needed to meet the PROJECT costs. The Sub-Recipient further agrees that no refund, or reduction of the amount so provided, will be made at the same time, unless there is, at the same time, a refund to the State of a proportional amount of the GRANT.

- a. The State and the Sub-Recipient have agreed on the following PROJECT(s):

Dispatch Software

- b. The State will provide eighty (80%) of the total costs approved by the State for the PROJECT, which must comply with or maintain compliance with the Americans with Disabilities Act of 1991 (ADA; 42 U.S.C. 1201, *et seq.*) and the Clean Air Act (CAA; 42 U.S.C. 7401, *et seq.*).
- c. The State will pay eighty (80%) of the total costs listed in Paragraph A.4.a. directly to either the Sub-Recipient or vendor upon delivery. Any purchase made by the Sub-Recipient in an amount over Four Thousand Dollars (\$4,000.00) requires verification of receipt of purchase by State inspection before payment is processed. The Sub-Recipient must comply with State and FTA procurement policies and procedures.

5. RISK ASSESSMENTS, MONITORING, AND REMEDIES:

Risk assessments will be ongoing throughout the project period. The Sub-Recipient agrees to allow the State to monitor the Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award, and to facilitate the same. At the discretion of the State, monitoring may include, but is not limited to, the following: on-site visits, follow-up, document or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

The Sub-Recipient will comply with ongoing risk assessments to facilitate the monitoring process, and further, the Sub-Recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including, but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Sub-Recipient, debarment, or other remedies including civil and criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient will maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient will retain such records for a period of three (3) years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and assets acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the

event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which will include all information disclosed to the Sub-Recipient by the State, will be retained in the Sub-Recipient's secondary and backup systems and will remain fully subject to the obligations of confidentiality stated in this Agreement until such information is erased or destroyed in accordance with the Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement must be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If the Sub-Recipient expends One Million Dollars (\$1,000,000.00) or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F - Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
427 South Chapelle Street
% 500 East Capitol Avenue
Pierre, SD 57501-5070

If Sub-Recipient prefers to send the engagement via electronic mail (email), the Sub-Recipient should contact the Department of Legislative Audit via telephone number (605) 773-3595 to obtain the email address to use.

If the Sub-Recipient expends less than One Million Dollars (\$1,000,000.00) during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits will be filed with and approved by the State Auditor General by the end of the ninth month following the end of the fiscal year of the entity being audited or thirty (30) days after receipt of the auditor's report, whichever is earlier.

For either an entity-wide, independent financial audit, or an audit under 2 CFR Part 200, Subpart F, the Sub-Recipient will resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient will facilitate and aid any such reviews, examinations, and agreed upon procedures, the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a

percentage of awards may be withheld, overhead costs may be disallowed, and awards may be suspended, until the audit is completely resolved.

The Sub-Recipient will be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment of any and all questioned costs, as defined in 2 CFR 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and federal agency each has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, the Sub-Recipient will comply in full with the administrative requirements and cost principles as outlined in U.S. Office of Management & Budget (OMB) uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, the Sub-Recipient attests to the following requirements as set forth in South Dakota Codified Law (SDCL) § 1-56-10:

- a. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- c. An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- d. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with SDCL § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient certifies that its internal control system includes cybersecurity and other measures to safeguard information.

Sub-Recipient certifies that it will take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.

Whenever applying for funds, requesting payment, and submitting financial reports, Sub-Recipient asserts the following:

I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

The Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

The Sub-Recipient agrees to disclose to the State, in writing, any conflicts of interest that exist under the Sub-Recipient's conflict of interest policy. The State will publicly post any disclosed

conflicts of interest along with the corresponding grant agreement on the State of South Dakota's OpenSD website.

In the event of a significant change in the conflict of interest policy, the Sub-Recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. The Sub-Recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

- a. For purposes of this Agreement, "Date of Completion" means the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph B.3.
- b. The Sub-Recipient will submit a final PROJECT tracking financial reimbursement report ("financial report") to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- c. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- d. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- e. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three (3) years after the date the State approves the final financial report.
- f. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.
- g. The Sub-Recipient will provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

B. STANDARD PROVISIONS:

1. ASSIGNMENT AND AMENDMENT

The Sub-Recipient will not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order, or obligate the Sub-Recipient in any manner with any third party with respect to the Sub-Recipient's rights and responsibilities under this Agreement, without the State's prior written consent.

2. RECORDS AND REPORTS

The Sub-Recipient will advise the State regarding the progress of the PROJECT at such times and in such manner as the State and FTA may require, including, but not limited to, meetings and interim reports.

The Sub-Recipient will maintain an accurate cost accounting system for all costs incurred in connection with the PROJECT. The Sub-Recipient will produce for examination, books of accounts, bills, invoices, and other vouchers, or certified copies, if the originals be lost, at such reasonable time and place as the State may designate. The Sub-Recipient will permit extracts and copies to be made

during the PROJECT period and will retain records for three (3) years after the date of final payment of federal funds to the Sub-Recipient and all other pending matters are closed.

3. TERMINATION

- a. For Convenience. The State may, with the concurrence of FTA, terminate the PROJECT and cancel this Agreement if both parties agree that the continuation of the PROJECT would not produce beneficial results commensurate with the further expenditure of funds.
- b. For Cause. The State may, by written notice to the Sub-Recipient, terminate the PROJECT and cancel this Agreement for any of the following reasons:
 - i. The Sub-Recipient discontinues the use of the PROJECT for the purpose of providing transportation services to a segment of the general public, as defined by age, disability, or low income, during the PROJECT'S useful life.
 - ii. The Sub-Recipient takes any action pertaining to this Agreement without the State's approval and which under the procedures of this Agreement would have required the State's approval.
 - iii. The Sub-Recipient's commencement, prosecution, or timely completion of the PROJECT is, for any reason, rendered improbable, impossible, or illegal.
 - iv. The Sub-Recipient is in default under any provision of this Agreement.
 - v. FTA fails to provide the State with sufficient federal funds to meet the State's share of the PROJECT costs.
 - vi. The Sub-Recipient fails to commence, maintain, or continue good faith efforts to coordinate transit services with the public and other entities or organizations providing transit services in the PROJECT area.
- c. Action Upon Termination. Upon termination of the PROJECT and cancellation of this Agreement under the provisions of paragraph a. or b. of this Section, the Sub-Recipient will dispose of the PROJECT in accordance with the OMB regulations found at 2 CFR Part 200.

4. AGREEMENT CHANGES

This Agreement may not be amended, except in writing, which writing will be identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

5. USE OF EQUIPMENT, SUPPLIES AND FACILITIES

Sub-Recipient will not use State equipment, supplies or facilities.

6. INTEREST OF MEMBERS OF OR DELEGATES TO CONGRESS

No member of, or delegate to, the Congress of the United States will be admitted to any share or part of this Agreement, or to any benefit arising from this Agreement.

7. PROHIBITED INTEREST

No member, officer, or employee of the Sub-Recipient, during the Sub-Recipient's tenure or within one (1) year thereafter, will have any interest, direct or indirect, in this Agreement or its proceeds.

8. CONTRACTS IN EXCESS

- A. When required by Federal program legislation, all prime construction contracts in excess of Two Thousand Dollars (\$2,000.00) awarded by non-Federal entities must include a provision

for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- B. Where applicable, all contracts awarded by the non-Federal entity in excess of One Hundred Thousand Dollars (\$100,000.00) that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

9. FEDERAL AWARD

If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

10. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Agreement, the Sub-Recipient will not discriminate against any employee, or applicant for employment, because of race, religions, color, sex, disability, or national origin. Such actions will include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

11. SUBCONTRACTORS/SUB-SUB-RECIPIENTS

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

The subcontractor or other sub-recipient must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the FTA may by appropriate instructions require, and also a clause requiring the subcontractors or other sub-recipients to include these clauses in any lower tier subcontracts. The prime contractor will be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

12. QUESTIONS OF FACTS/DISPUTES

Any question of fact or dispute with work not disposed of by agreement between the parties will be referred to the Program Manager, Office of Air, Rail, and Transit, South Dakota Department of Transportation or designee, for determination, whose decision will be final and conclusive to the parties to this Agreement.

13. INTEGRITY

The Sub-Recipient agrees that any persons or entities, that by defined events or behavior potentially threaten the integrity of federally administered non-procurement programs, are excluded from participation in FTA-assisted programs.

14. DEBARMENT AND SUSPENSION

The Sub-Recipient will comply with the federal requirement for debarment, suspension, and other responsibility matters. The Sub-Recipient has signed the certification for debarment, suspension, and other responsibility matters to this effect which is attached as **Exhibit C** and made a part of this Agreement.

15. CONTROLLING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota without regard to any conflicts of law principals, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement will be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

16. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to the subject matter.

17. SEVERABILITY

In the event that any portion of this Agreement will be held unenforceable or invalid by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement, which will remain in full force and effect.

18. INELIGIBLE OR UNALLOWABLE COSTS

Sub-Recipient is prohibited from including any costs in the Federal Grant funded portions of the Project that the FHWA has determined to be ineligible or unallowable, including costs to carry out development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute. Sub-Recipient will be responsible for any costs deemed ineligible or unallowable.

19. IMPROPER USE OF FEDERAL FUNDS AND MANDATORY DISCLOSURE

Pursuant to the terms of the Federal Grant, Sub-Recipient must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

20. TITLE VI OF THE CIVIL RIGHTS ACT AND GENERAL FEDERAL ASSURANCES/REQUIREMENTS

Sub-Recipient certifies it will be bound by the Standard Title VI / Nondiscrimination Assurances and the General Federal Requirements attached to and incorporated in this Agreement as **EXHIBIT D**.

21. APPLICABLE FEDERAL ANTI-DISCRIMINATION LAWS

Pursuant to Section (3)(b)(iv), Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, Sub-Recipient:

- a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(iv); and,

- b. Certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) Initiatives that violate any applicable Federal anti-discrimination laws.

22. FEDERAL LAW AND PUBLIC POLICY REQUIREMENTS.

Sub-Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements, including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

23. TITLE 8 - U.S.C., CHAPTER 12, SUBCHAPTER II – IMMIGRATION

Sub-Recipient will follow applicable federal laws pertaining to Subchapter 12 and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter.

24. CERTIFICATION REGARDING LOBBYING

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the Sub-Recipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65. Any Sub-Recipient who applies or bids for an award of \$100,000.00 or more will file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying," attached to this Agreement as **Exhibit E**. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier will also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

25. FEDERAL CHANGES

The Sub-Recipient will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the agreement between the State and FTA, as they may be amended or promulgated from time to time during the term of this Agreement. The Sub-Recipient's failure to comply will constitute a material breach of this Agreement.

26. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Air, Rail, and Transit Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Mitchell
Attn: Transit Director
300 West 1st Avenue
Mitchell, South Dakota 57301

Notices or communications to or between the parties will be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination will be sent by registered mail or certified mail, or, if personally delivered, when received by such party.

27. FUNDING

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement may be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

28. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

29. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The Sub-Recipient (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the Sub-Recipient hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

30. CONFLICT OF INTEREST

The Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL §§ 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL §§ 5-18A-17 through 5-18A-17.6.

31. TERMS

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State will be a violation of the terms of this Agreement, and the Agreement will be subject to termination.

32. COMPLIANCE WITH EXECUTIVE ORDER 2020-01

By entering into this Agreement, Sub-Recipient certifies and agrees that it has not refused to transact business activities, it has not terminated business activities, and it has not taken other similar actions intended to limit its commercial relations, related to the subject matter of this Agreement, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this Agreement. Sub-Recipient further agrees to provide immediate written notice to the State if during the term of this Agreement it no longer complies with this certification and agrees such noncompliance may be grounds for termination of this Agreement.

33. IT STANDARDS:

Any software or hardware provided under this agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

34. INDEMNIFICATION:

The Sub-Recipient agrees to indemnify the State of South Dakota, its officers, agents and employees, from and against any and all claims or proceedings for actions, suits, damages, liabilities, other losses or equitable relief that may arise at least in part as a result of an act or omission in performing services under this Agreement. Sub-Recipient shall defend the State of South Dakota, its officers, agents and employees against any claim, including any claim, action, suit or other proceeding related to the claim. Sub-Recipient's obligation to indemnify includes the payment of attorney fees and other costs of defense. In defending the State of south Dakota, its officers, agent and employees, Sub-Recipient shall engage other professionals, subject to the written approval of the State which shall not be unreasonably withheld. Notwithstanding the foregoing, the State may, in its sole discretion and at the expense of Sub-Recipient, engage attorneys and other professionals to defend the State of South Dakota, its officers, agents, and employees, or to assist Sub-Recipient in the defense. This section does not require the Sub-Recipient to be responsible for or defend against claims or proceedings for damages, liabilities, losses or equitable relief arising solely from errors or omissions of the State, its officers, agents or employees.

35. INSURANCE

At all times during the term of this Agreement, Sub-Recipient shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds, but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

B. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

C. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

D. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000. The insurance policy shall name the State of South Dakota, its officers and employees, as additional insureds but liability coverage is limited to claims not barred by sovereign immunity. The State of South Dakota, its officers and employees do not hereby waive sovereign immunity for discretionary conduct as provided by law.

Before beginning work under this Agreement, Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement including naming the State of South Dakota, its officers and employees, as additional insureds, as set forth above. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

36. CONFIDENTIALITY OF INFORMATION

For the purpose of this paragraph, "State Proprietary Information" shall include all information, regardless of its format, disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information and who have been instructed that such information is or may be confidential under state or federal law. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's Proprietary Information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; or (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that State's Proprietary Information may be confidential and protected under applicable state or federal law and agrees to immediately notify the State if the Information is disclosed, either intentionally or inadvertently. Sub-Recipient acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignments performed in the course of this Agreement require additional security requirements or clearance, Sub-Recipient agrees that its officers, agents and employees may be required to undergo investigation will be required to undergo investigation or may be required to sign separate confidentiality agreements, and it will limit access to the confidential information and related work activities to employees that have executed such agreements.

Sub-Recipient agrees to remove any employee or agent from performing work under this Agreement that has or is suspected to have violated the terms of this Confidentiality paragraph and to immediately notify the State of such matter.

Sub-Recipient will comply with any other confidentiality measures and terms included in the Agreement.

Upon termination of this Agreement, if not already done so as part of the services performed under the Agreement, Sub-Recipient agrees to return to the State, at Sub-Recipient's cost, any Confidential Information or documentation maintained by Sub-Recipient regarding the services provided hereunder in a format readily useable by the State as mutually agreed by Sub-Recipient and State.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

37. SOVEREIGN IMMUNITY

Nothing in this Agreement is intended to constitute a waiver of sovereign immunity by or on behalf of the State of South Dakota, its agencies, officers or employees.

C. GRANT SPECIFIC PROVISIONS

1. PROJECT PURCHASES

The Sub-Recipient will make PROJECT purchases, financed in whole or in part, pursuant to this Agreement in accordance with applicable state law and the standards set forth by the Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The Sub-Recipient will make PROJECT purchases in conformity with the latest approved PROJECT Budget. The Sub-Recipient will include the following provision in any advertisement or invitation to bid for any procurement under this Agreement:

Statement of Financial Assistance:

This contract is subject to a financial assistance contract between the State of South Dakota and the U.S. Department of Transportation.

2. TITLE TO PROJECT ASSET

Title to the PROJECT asset will be in the name of the Sub-Recipient, subject to the restrictions on use and disposition of the PROJECT asset set forth in this Agreement.

3. USE OF PROJECT ASSET

The Sub-Recipient must use the PROJECT asset and facilities for the provision of transportation service as described in the PROJECT application. If the PROJECT asset is not used in this manner, or is withdrawn from transportation service, the Sub-Recipient will immediately notify the State. If the asset can still be used for transportation service, and the State gives written approval for transfer of asset, the Sub-Recipient may transfer ownership of the asset to another eligible organization. The State will establish the estimated asset value, and the State may permit the Sub-Recipient to dispose of the PROJECT asset in accordance with the South Dakota State Management Plan.

The Sub-Recipient will keep satisfactory records with regard to the use of the property and will submit to the State, upon request, such information as is required in order to assure compliance with this Agreement. The Sub-Recipient will immediately notify the State in all cases where the PROJECT asset is used in a manner substantially different from that described in the PROJECT application. The Sub-Recipient will maintain, in an amount and form satisfactory to the State, such insurance or self-

insurance as will be adequate to protect the PROJECT asset and facilities throughout the period of required use.

The Sub-Recipient will submit to the State, at the time of submittal of the Sub-Recipient's capital application for Section 5339 funds, a certification that the PROJECT asset is still being used in accordance with the terms of this Agreement and that no part of the local contribution to the cost of the PROJECT has been refunded or reduced. During this period, the Sub-Recipient will maintain the PROJECT asset and facilities at a high level of cleanliness, safety, and mechanical soundness. The State and FTA will have the right to conduct periodic inspections for the purpose of confirming proper maintenance of the PROJECT asset and facilities.

4. MOTOR VEHICLE SAFETY AND POLLUTION

The Sub-Recipient will ensure the motor vehicles will comply with the Motor Vehicle Safety Standards as established by the USDOT.

5. CHARTER BUS AND SCHOOL BUS PROVISIONS

- a. In connection with asset and funding provided for the PROJECT, the Sub-Recipient will meet the latest federal charter requirements.
- b. In connection with asset and funding provided for the PROJECT, the Sub-Recipient will not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators. Asset must remain open to the public at all times and be clearly marked for public use.
- c. The Sub-Recipient will include the following requirements in each subcontract exceeding \$100,000.00, financed in whole or in part with federal assistance provided by the FTA:
 - i. Charter Bus: The Sub-Recipient will comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provides that recipients and sub-recipients of FTA assistance are prohibited from providing charter service using federally funded asset or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9. Any charter service provided under one of the exceptions must be "incidental," and it must not interfere with or detract from the provision of mass transportation.
 - ii. School Bus: Pursuant to 49 U.S.C. 5323(f) and 49 CFR Part 605, recipients and sub-recipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specific exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub-recipients may not use federally funded equipment, vehicles, or facilities.
- d. Agreement with All Registered Charter Providers: The Sub-Recipient may provide charter service directly to a customer consistent with an agreement entered into with all registered charter providers in the Sub-Recipient's area. The Sub-Recipient is allowed to provide charter service up to ninety (90) days without an agreement with a newly registered charter provider in the geographic service area subsequent to the initial agreement. Any parties to an agreement may cancel the agreement after providing ninety (90) days' written notice to the Sub-Recipient.

6. LABOR PROTECTION WARRANTY

The following language is made a part of this Agreement as required by the U.S. Department of Labor (U.S. DOL). The Sub-Recipient acknowledges that by accepting this Agreement, the Sub-Recipient accepts full responsibility for the protection of labor described as follows:

- a. General Application. The State agrees, in the absence of waiver by U.S. DOL, the terms and conditions of this warranty, as set forth below, will apply for the protection of the employees of any employer providing transportation services assisted by the PROJECT, and the transportation related employees of any other surface public transportation providers in the transportation service area of the PROJECT.

The State will provide to the U.S. DOL, and maintain at all times during the PROJECT, an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the PROJECT, in the transportation service area of the PROJECT, and any labor organizations representing the employees of such providers.

Certification by the State to the U.S. DOL that designated the Sub-Recipient has indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5339/5310 funding in the absence of a finding of noncompliance by the U.S. DOL.

- b. Standard Terms and Conditions.

- i. The PROJECT will be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Sub-Recipient or the employees of any other surface public transportation provider in the transportation service area of the PROJECT. The Sub-Recipient and any other legally responsible party designated by the State are obligated to assure that any and all transportation services assisted by the PROJECT are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "PROJECT," as used in this Agreement, will not be limited to the particular facility, service, or operation assisted by federal funds, but will include any changes, whether organizational or otherwise, which are a result of the assistance provided. The phrase "as a result of the PROJECT" will, when used in the Unified Protective Arrangement for Application to Capital and Operating Assistance Projects Pursuant to Section 5333(b) of Title 49 of the U.S.C., Chapter 53, referred to in this Agreement as the "Arrangement," include events related to the PROJECT occurring in anticipation of, during, and subsequent to the PROJECT and any program of efficiencies or economics related to the PROJECT; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the PROJECT (including any economics or efficiencies unrelated to the PROJECT) are not within the purview of this Arrangement.

An employee covered by this Arrangement, who is not dismissed, displaced, or otherwise worsened in position with regard to his/her employment as a result of the PROJECT, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the PROJECT, discontinuance of the PROJECT services, or exhaustion of the PROJECT funding will not be deemed eligible for a dismissal or displacement allowance within the meaning of Section 5310, Paragraphs (6) and (7) of the Arrangement or applicable provisions of comparable substitute Arrangements.

- (a) Where employees of the Sub-Recipient are represented for collective bargaining purposes, all the PROJECT services provided by the Sub-Recipient will be provided under, and in accordance with, any collective bargaining agreement applicable to such employees which is then in effect.
- (b) The Sub-Recipient or legally responsible party will provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice will be provided by certified mail through their representatives. The notice will contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Sub-Recipient's employment available to be filled by such affected employees.

- ii. The procedures of this subparagraph will apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Sub-Recipient or the representatives of such employees, negotiations for the purposes of reaching agreement with respect to the application of the terms and conditions of this Arrangement will commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (v.) of this warranty. The foregoing procedures will be complied with and carried out prior to the institution of the intended action.
- iii. For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b), the State will assure as a condition of the release of funds that Sub-Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) agreement¹ executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefore, if approved by the U.S. Secretary of Labor and certified for inclusion in these conditions.
- iv. Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this Arrangement, which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or if they cannot agree upon such procedure, to the U.S. DOL or an impartial third party designated by the U.S. DOL for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, will be borne equally by the parties to the proceeding and all other expenses will be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the PROJECT, it will be employee's obligation to identify the PROJECT and specify the pertinent facts of the PROJECT relied upon. It will then be the burden of either the Sub-Recipient or the State to prove that factors other than the PROJECT affected the employees. The claiming employee will prevail if it is established that the PROJECT had an effect upon the employee even if other factors may also have affected the employee.
- v. The Sub-Recipient, or other legally responsible party designated by the State, will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these Arrangements, or the union representative of such employee, may file claim of violation of these Arrangements with the Sub-Recipient within sixty (60) days of the date employee is terminated or laid off as a result of the PROJECT, or within eighteen (18) months of the date his/her position with respect to his/her employment is otherwise worsened as a result of the PROJECT. In the latter case, if the events giving rise to the claim have occurred over an extended period, the eighteen (18) month limitation will be measured from the last such event. No benefits will be payable for any period prior to six (6) months from the date of the filing of any claim.
- vi. Nothing in this Arrangement will be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor will this Arrangement be deemed a waiver of any rights of any union or of any represented employee derived from any other agreement or provision of federal, state, or local law.

¹Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pensions rights and benefit(s) under existing collective bargaining agreements or otherwise); (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employment which shall in no event provide benefits less than those established pursuant to Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended.

- vii. If any employee covered by these Arrangements is terminated or laid off as a result of the PROJECT, the Sub-Recipient will give this employee priority of employment or reemployment to fill any vacant position within the control of the Sub-Recipient for which employee is, or by training or retraining within a reasonable period, can become qualified. If training or retraining is required by such employment or reemployment, the Sub-Recipient or other legally responsible party designated by the State will provide or arrange for others to provide for such training or retraining at no cost to the employee.
 - viii. The Sub-Recipient will post, in a prominent and accessible place, a notice stating that the Sub-Recipient has received federal assistance under the 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice will also specify the terms and conditions set forth in this Agreement for the protection of employees. The Sub-Recipient will maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these Arrangements and to the proper determination of any claims arising thereunder.
 - ix. Any labor organization which is the collective bargaining representative of employees covered by these Arrangements may become a party to these Arrangements by serving written notice of its desire to do so upon the Sub-Recipient and the U.S. DOL. In the event of any disagreement that such labor organization represents covered employees or is otherwise eligible to become a party to these Arrangements, as applied to the PROJECT, the dispute as to whether such organization will participate will be determined by the U.S. Secretary of Labor.
 - x. If the PROJECT is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions will be made part of the agreement of assistance between the federal government and the State or the Sub-Recipient of federal funds; provided however, that this Arrangement will not merge into the agreement of assistance, but will be independently binding and enforceable by and upon the parties thereto, and by any covered employee or his/her representative, in accordance with its terms, nor will any other employee protective agreement merge into this Arrangement, but each will be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.
- c. Waiver. As a part of the grant approval process, either the Sub-Recipient or the State may, in writing, seek from the U.S. Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases where at the time of the requested waiver the Secretary determines that there are no employees of the Sub-Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the PROJECT. The U.S. DOL will give a thirty (30) day notice of proposed waiver, and, in the absence of timely objection, the waiver will become effective at the end of the thirty (30) day notice period. In the event of timely objection, the U.S. DOL will review the matter and determine whether a waiver will be granted. In the absence of waiver, these protections will apply to the PROJECT.

7. TRANSIT EMPLOYEE PROTECTIVE ARRANGEMENTS

The Sub-Recipient will comply with applicable transit employee protective requirements as follows:

- a. General Transit Employee Protective Requirements: To the extent that FTA determines that transit operations are involved, the Sub-Recipient will carry out the transit operations work on this Agreement in compliance with the terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees under this Agreement and to meet the employee protective requirements of 49 U.S.C. A-5333(b) and U.S. DOL guidelines at 29 CFR Part 215, and any amendments. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the Sub-

Recipient's project from which the federal assistance is provided to support work on this Agreement. The Sub-Recipient will carry out that work in compliance with the conditions stated in said U.S. DOL letter.

- b. The Sub-Recipient will include any applicable requirements in each subcontract involving transit operations financed in whole or in part with federal assistance provided by the FTA.

8. ACCESSIBILITY REQUIREMENTS

The Sub-Recipient's facilities will be accessible to the semiambulatory and nonambulatory to the extent necessitated by local conditions, as stated in **Exhibit A**, and in compliance with federal accessibility requirements as set forth in Section 504 of the Rehabilitation Act of 1973 (49 CFR Part 27).

Should the accessibility needs of the area's residents change in the future and additional accessibility features be required, the Sub-Recipient agrees to take action appropriate to retrofit vehicles and facilities in such a way as to satisfy the accessibility needs of the area.

9. COMMERCIAL DRIVER'S LICENSE AND DRUG TESTING

The Sub-Recipient will comply with the requirements for commercial driver's license and drug and alcohol testing. The Sub-Recipient is required to certify annually that it is in compliance with FTA regulations concerning drug and alcohol testing and must submit an annual report to the State. The Sub-Recipient has signed the Certification of Compliance with FTA Anti-drug and Misuse Prevention Program (**Exhibit F**) to this effect and **Exhibit F** is attached to and made a part of this Agreement.

10. DRUG-FREE WORKPLACE

The Sub-Recipient will maintain a drug-free workplace for all employees and must have an antidrug policy and awareness program. The Sub-Recipient must comply with all requirements of 49 CFR Part 32.

11. ENERGY EFFICIENCY AND CLEAN AIR ACT

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiencies, including the requirements contained in ASHRAE Standard 90:1-1999 and the Energy Policy and Conservation Act, 42 U.S.C. 6321 which, among other things, authorized development and implementation of State energy conservation plans. The Sub-Recipient will comply with sections 306 and 508 of the Clean Air Act of 1995, which establishes, among other things, national standards for vehicle emissions, 42 U.S.C. 7401, *et seq.* The Sub-Recipient will comply with Executive Order 11738 and Environmental Protection Agency (EPA) regulations.

12. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Sub-Recipient acknowledges and agrees that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this Agreement and will not be subject to any obligations or liabilities to the Sub-Recipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Sub-Recipient will include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. The Sub-Recipient will not modify the above clause, except to identify the subcontractor who will be subject to its provisions.

13. PRIVACY ACT

If the Sub-Recipient maintains files on drug and alcohol enforcement activities for FTA, and those files are maintained in such a way that information could be retrieved by personnel identified, then all requirements of the Privacy Act apply.

14. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Sub-Recipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and USDOT regulations "Program Fraud Civil Remedies," 49 CFR Part 31, apply to the Sub-Recipient's actions pertaining to the PROJECT. Upon execution of the underlying agreement, the Sub-Recipient certifies or affirms the truthfulness and accuracy of any statement the Sub-Recipient has made, makes, may make, or causes to be made, pertaining to the underlying agreement or the FTA assisted project for which this agreement work is being performed. In addition to other penalties that may be applicable, the Sub-Recipient further acknowledges that if the Sub-Recipient makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Sub-Recipient to the extent the federal government deems appropriate.

15. EMPLOYEE POLITICAL ACTIVITY

To the extent applicable, the Sub-Recipient will comply with the provisions of the Hatch Act, 5 U.S.C. 1501-1508 and 7324-7326, and U.S. Office of Personnel Management regulations, "Political Activity of State and Local Officers or Employees," 5 CFR Part 151. The Hatch Act limits the political activities of state and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with federal funds including a federal grant, cooperative agreement, or loan. Nevertheless, in accordance with 49 U.S.C. 5323(l)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of other agencies or entities performing related functions) receiving FTA assistance to whom the Hatch Act would otherwise apply.

16. ASSET (FACILITY, EQUIPMENT, AND VEHICLE) MAINTENANCE PLAN

The Sub-Recipient will participate and comply with the requirements of the Asset Management Program. The Sub-Recipient's participation will ensure the maximum useful life of each asset is obtained while maintaining a safe working environment.

The Sub-Recipient, as part of the assets maintenance plan, will submit a written maintenance plan to the State which plan will include a series of inspections and routine maintenance actions designed to ensure the proper care and maximum useful life of assets, and a record keeping system that maintains adequate permanent records of maintenance and inspection activity for assets.

The Sub-Recipient will service each vehicle in accordance with the maintenance schedule located in the owner's manual of the vehicle and will keep records to show service was completed. Upon request by the State, the Sub-Recipient will allow the State to review maintenance records.

17. INCORPORATION OF FTA TERMS

The preceding provisions include, in part, certain standard terms and condition required by the State, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the State, as set forth in this Agreement, are incorporated by reference. All FTA mandated terms will be deemed to control in the event of a conflict with other provision contained in this Agreement. The Sub-Recipient will not perform any act, fail to perform any act, or refuse to comply with any State requests which would cause the State to be in violation of the FTA terms and conditions.

The Sub-Recipient will include this requirement in each subcontract financed in whole or in part with federal assistance provided by the FTA, modified only if necessary to identify the affected parties.

18. FEDERAL WATER POLLUTION CONTROL ACT

The Sub-Recipient will comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.* The Sub-Recipient will report each violation to the State and understands and agrees the State will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

19. ENERGY CONSERVATION

The Sub-Recipient will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

20. REPORTING OF PROJECT EVENTS

The Sub-Recipient will report to the State any event that may impact the schedule, cost, capacity, usefulness, or purpose of the project under this Agreement immediately upon discovery. Pursuant to Section 39(b)(1)(2) of the FTA Master Agreement, if a current or prospective legal matter that may affect the Federal Government emerges, the Sub-Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Sub-Recipient is located. The Sub-Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

D. 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.

E. SIGNATURE AUTHORITY

The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the CITY'S authorized representative is attached to this Agreement as **Exhibit H**.

[SIGNATURE PAGE FOLLOWS]

This Agreement has been executed by the State and the Sub-Recipient, acting by and through their duly authorized representatives.

City of Mitchell, South Dakota

By: _____

Printed Name: _____

Its: Mayor

Date: _____

Attest:

By: _____

Printed Name: _____

City Finance Officer

(CITY SEAL)

State of South Dakota
Department of Transportation

By: _____

Printed Name: Kellie Beck

Its: Director of Finance and Management

Date: _____

EXHIBIT A

LOCAL CIVIL RIGHTS ASSURANCES

City of Mitchell, South Dakota, certifies as a condition to receiving federal assistance under Section 5339 Infrastructure Investment and Jobs Act of 2021, as amended, that:

1. No person will on the grounds of race, color, national origin, sex, age, religion, or disability be excluded from participation in, or denied the benefits of, or be subject to discrimination under any project, program, or activity for which this recipient receives federal financial assistance from the Federal Transit Administration.
2. City of Mitchell, South Dakota, will not discriminate against any employee or applicant for employment because of race, color, sex, age, disability, or national origin, and will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, sex, age, disability, religion, or national origin.
3. City of Mitchell, South Dakota, will conduct any program or operate any facility that receives or benefits from federal financial assistance administered by the State in compliance with all requirements imposed by or pursuant to 49 CFR, Part 27, "Nondiscrimination on the Basis of Disability in Federally Assisted Programs or Activities Receiving from Federal Financial Assistance."
4. Special efforts are being made to provide transportation that people with disabilities, including wheelchair users and semi-ambulatory persons, can use. This transportation will be reasonable in comparison to the transportation provided to the general public and will meet a significant fraction of the actual transportation needs of such persons within a reasonable time. (This "Special Efforts Certification" may be filed with the State on a one-time basis and referenced in each application).
5. A Standard South Dakota Department of Transportation Title VI/Nondiscrimination Assurance, signed and dated, has been filed with the State.

The person whose signature appears below is authorized to sign this assurance on behalf of the recipient.

City of Mitchell, South Dakota

By: _____

Its: _____

Date: _____

EXHIBIT B

**ASSURANCE CONCERNING NONDISCRIMINATION ON THE BASIS OF DISABILITY
IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES
RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

Implementing the Rehabilitation Act of 1973, as amended, and
the Americans With Disabilities Act of 1990

City of Mitchell, South Dakota, ("the Sub-Recipient")

AGREES THAT, as a condition to the approval or extension of any federal financial assistance from the Federal Transit Administration (FTA) to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research or to participate in or obtain any benefit from any program administered by the FTA, no otherwise qualified person with a disability will, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance administered by the FTA or any entity within the United States Department of Transportation (USDOT).

Specifically, the Sub-Recipient GIVES ASSURANCE that it will conduct any program or operate any facility so assisted in compliance with all applicable requirements imposed by USDOT regulations implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act of 1990 (any subsequent amendments thereto) set forth at 49 CFR Parts 27, 37, and 38, as well as all applicable regulations and directives issued pursuant thereto by any other federal departments or agencies.

City of Mitchell, South Dakota

By: _____

Its: _____

Date: _____

EXHIBIT C

CERTIFICATION FOR DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

City of Mitchell, South Dakota, as an applicant for an FTA grant, certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

City of Mitchell, South Dakota, certifies that if it becomes aware of any later information that contradicts the statements of paragraphs (1) through (4) above, it will promptly inform FTA or South Dakota Department of Transportation.

City of Mitchell, South Dakota, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of City of Mitchell, South Dakota.

City of Mitchell, South Dakota

By: _____

Its: _____

Date: _____

EXHIBIT D

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES AND
OTHER APPLICABLE LAWS AND REGULATIONS
JUNE 1, 2025**

By entering into this grant agreement, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this grant agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the CITY. The applicable provisions to this grant agreement include, but are not limited to, the following:

During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway

Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

General Federal Legislation

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- x. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- y. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- z. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ff. Freedom of Information Act – 5 U.S.C. 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- ii. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- ll. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
- mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- nn. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- oo. Wilderness Act – 16 U.S.C. 1131-1136
- pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- qq. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.

- rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- ss. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
- uu. Bringing in and harboring certain aliens – 8 U.S.C. 1324
- vv. Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- i. Executive Order 14154 – Unleashing American Energy
- j. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-based Opportunity

Presidential Policy Directives and Memorandums

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- c. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- d. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- e. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- f. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- g. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- h. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- i. New Restrictions on Lobbying – 49 C.F.R. Part 20
- j. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- k. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- l. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- m. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- n. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- o. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- p. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30

- q. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- r. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- s. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this grant agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular.

Highway Federal Legislation

- a. Highways – Title 23, U.S.C. including but not limited to:
- b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
- c. Letting of Contracts, 23 U.S.C. 112
- d. Highway Design and Construction Standards, 23 U.S.C. 109
- e. Prevailing Rate of Wage, 23 U.S.C. 113
- f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- g. Tolls, 23 U.S.C. 301 (to the extent the Recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- i. Buy America – 23 U.S.C. 313 (see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)
- j. Nondiscrimination – 23 U.S.C. 140
- k. Efficient Environmental Reviews - 23 U.S.C. 139

Federal Highway Regulations

- a. Highways – Title 23, C.F.R. including but not limited to the specific parts identified herein.
- b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. National Highway System Design Standards – 23 C.F.R. Part 625
- d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
- e. Construction and Maintenance – 23 C.F.R. Part 635
- f. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- g. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
- i. Intelligent Transportation System Architecture and Standards – 23 C.F.R. Part 940
- j. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- k. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- l. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
- m. External Programs – 23 C.F.R. Part 230

Specific assurances required to be included in the grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this grant agreement.

EXHIBIT E

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000.00)

The Sub-Recipient certifies, to the best of the Sub-Recipient's knowledge and belief, that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Sub-Recipient will complete and submit Standard Form, LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The Sub-Recipient will require that the language of this certification be included in the award documents for all subawards at all tiers including, but not limited to third party contracts, subcontracts, subagreements, and other third party agreements under a federal grant, cooperative agreement, loan, line of credit, and will certify and disclose accordingly.
- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure act of 1995).
- v. The Sub-Recipient understands any person who does not file a required Certification is subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

City of Mitchell, South Dakota

By: _____

Its: _____

Date: _____

EXHIBIT F

**Certification of Compliance with FTA Anti-drug and
Alcohol Misuse Prevention Programs**

City of Mitchell, as an applicant for a FTA grant, certifies to the best of its knowledge and belief, that it has adopted and implemented the following:

- A. A policy statement on drug use and alcohol misuse in the workplace.
- B. An employee and supervisor education and training program.
- C. A drug and alcohol testing program for employees and drug testing for applicants for employment in safety-sensitive positions and procedures to follow in the event of a positive test.
- D. Administrative procedures for record keeping, reporting and releasing drug and alcohol information to authorized parties.

City of Mitchell, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted. The person whose signature appears below is authorized to sign this certification on behalf of the City of Mitchell.

City of Mitchell

By: _____

Its: _____

Date: _____

EXHIBIT G

Budget No. 1

PROJECT DESCRIPTION AND BUDGET

<u>Project</u>	<u>Federal Share</u>	<u>Local Share</u>	<u>Total</u>
Dispatch Software	\$50,000	\$12,500	\$62,500

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested: **Requested By:**

Desired Action of City Council:

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

The Community Services Department requests the surplus of the following items:

Android Tablets with Cases = There are 8 tablets that are no longer utilized in transit vehicles or at the community center and have met/surpassed their useful life expectancy.

Tires = All used transit tires that no longer meet tread/wear inspection standards.

Tables = 10 round tables that have cracked edges and have been replaced this year with grant funds.

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:	August 17, 2026	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Approve Disposal or Auction of Recumbent Bike at Rec Center		
Explanation/Background of Agenda Item Requested:			

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	August 17, 2026	Requested By:	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Traffic		
Agenda Item:	Action to Approve Special Event Permit Application For DWU Men's Wrestling Outdoor Practice on Saturday, September 26, 2026		
Explanation/Background of Agenda Item Requested:	DWU Men's Wrestling is requesting a Special Event Permit for their annual outdoor practice, which takes place on Saturday, September 26, 2026, from 4:00 PM until 8:00 PM on Main Street in front of Bradley's Pub & Grille. The total anticipated attendance is 500. This event gives DWU Wrestling a chance to showcase their team for the upcoming season along with a meet and greet with spectators and fans. Please refer to the attached Special Event Permit Application for more details about the event and request. The submitted Special Event Permit Application requests the following: • Parking Lot Closure (\$50 fee) • Street Closure (\$100 fee) • Consumption Permit (\$50 fee) • Noise Permit (\$0 fee) The following parking lot closure is requested <u>from 2:00 PM to 9:00 PM on Saturday, September 26:</u> • Parking lot directly north of Bradley's Pub & Grille The following street closure is requested <u>from 2:00 PM to 9:00 PM on Saturday, September 26:</u> • Main Street ◦ South of the 6th Avenue intersection to approximately 50' south of Bradley's Pub & Grille The consumption permit is also requested <u>from 4:00 PM to 8:00 PM on Saturday, September 26:</u> • Consumption Permit boundaries are outlined in orange on the attached map		

A Noise Permit is requested with the following details:

- Sound checks at 3:30 PM
- Sound amplification from 3:30 PM until 9:00 PM

Please reference the attached map.

A Certificate of Liability Insurance form will be provided once it becomes available.

***If approved, approval of the Special Event Permit Application will be contingent upon receipt of the Certificate of Liability Insurance and payment for the Special Event Permit fee(s) prior to the event.**

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

[Print](#)**Special Event Permit Application - Submission #4978****Date Submitted: 8/10/2026**

Special Event Permit Application

Events that are open to the general public and take place on public grounds; require closure of parking lots and/or streets, sound amplification, fireworks, or are located within a park, are coordinated through the Special Event Permit Application process.

Typically, these events require permits, licenses, and approvals from several City departments, depending on the size and nature of the special event.

To apply for a Special Event Permit, please complete this application. Your application, including required attachments, needs to be submitted at least forty-five (45) days before your event.

Facility Use Agreements and additional equipment rental should also be completed at this time (if applicable).

Event Name:*

DWU Men's Wrestling Outdoor Practice

Event Date:

9/26/2026

Event Hours:*

04:00 PM

—

08:00 PM

Event Dates:

mm/dd/yyyy

—

mm/dd/yyyy

Permit & License requests included in this application:*

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

Time Requested for Parking Lot Closure

9/26/2026 02:00 PM — 9/26/2026 09:00 PM

Time Requested for Street Closure

9/26/2026 02:00 PM — 9/26/2026 09:00 PM

Time Requested for City Park Closure

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

Event Information:

Overall Event Description:*

DWU Men's wrestling team has hosted an outdoor practice for the last three years! This has given us a chance to showcase our team for the upcoming season. Our event has given all of our fans an opportunity to meet each other and our athletes. It has been a dream of mine to host this on Main Street. After our final dual of the 25/26 season, I realized this town loves wrestling. It feel like the whole city was in attendance to watch us defeat our rival and top 25 team against Morningside. I feel as if this is a greater opportunity not only for our university and our team, but for our fans and upcoming athletes in our area!

Please check all that apply:*

- ☐ This is a first time event.
- ☒ This event is open to the public.
- ☐ Admission will be charged.
- ☐ Vendor and / or participant fees are required.
- ☒ The event includes the sale or use of alcoholic beverages.
- ☒ Items and / or services will be sold at the event.
- ☒ The event will be held in a City Park or Facility.

Total anticipated attendance:*

500

Organization:*DWU *Men's Wrestling***Address:***

1200 W University Ave

City:*

Mitchell

State:*

South Dakota

Zip Code:*

57301

Event Application Contact Person:*

Martin Mueller

Contact Person Email:***Contact Person Phone Number: ***

605-430-8901

Day of Event Contact Person:*

Martin Mueller

Contact Person Email:***Contact Person Phone Number:***

605-430-8901

Facility Use, Impacted Areas, and Event Map

Please provide a detailed description of what facilities and additional equipment will be needed, along with how many bleachers and picnic tables need to be reserved. Also, please provide a detailed list and description of what parking lot/street closure(s) are needed. Attach a copy of the Event Map with your application. The Event Map should show overall layout and setup locations of the following items: alcoholic concessions, beer gardens, food concessions, food prep areas, first aid facilities, trash containers/dumpsters, fencing/barriers/or barricades, sources of electricity/generators, canopies or tent locations; stages, platforms, seating, or related structures.*

*Parking Lot Closure - parking lot directly north of Bradley's.
See attached map. Street Closure - main street; south of 6th Ave. to approximately 50 feet south of Bradley's
Consumption Permit - Boundaries highlighted orange on attached map.*

This event will include the use of:

Please reserve any item(s) selected below and submit fee to the respective City Department, along with the completion and submission of the application.

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

Safety, Security, and Accessibility

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

We would like to have team volunteer and member of the Mitchell PD, Paul Wilson, patrolling the area the night of the event.

Noise Permits

Special events that cannot comply with Mitchell City Code Title 5, Chapter 5, Noise Control; are required to obtain a noise permit. MCC 5-5 can be found at: www.cityofmitchellsd.gov/specialevents

Will sound amplification be used?

- ☒ Yes
- ☐ No

What time will sound amplification be used?

03:30 PM

—

09:00 PM

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

- ☒ Yes
- ☐ No

When will sound checks be performed?

03:30 PM

Fireworks Permits

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

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

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

Name

Address

City

State

Zip Code

Phone Number

Email Address

Date of Display

Time of Display

Type of Fireworks

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

Exact Location of Display:

What are the width perimeter requirements?

Insurance

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

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

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

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

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

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

Name of Insurance Company

Agent's Name

Policy Number

Phone Number

Affidavit of Applicant

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

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

Martin Mueller

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

Martin Mueller

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

Martin Mueller

—I have attached the following items:

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

Parking Lot Closure Map

Choose File No file chosen

Street Closure Map

Choose File No file chosen

City Park Closure Map

Choose File No file chosen

Parade Route Map

Choose File No file chosen

Special Event Liquor License Boundaries with Map

Choose File No file chosen

Consumption Permit Boundaries with Map

Choose File No file chosen

Fireworks Map

Choose File No file chosen

Event Layout Map

Choose File No file chosen

Certificate of Liability Insurance

No file chosen

Certificate of Liquor Liability Insurance

No file chosen

Certificate of Fireworks Liability Insurance

No file chosen

Additional Document

No file chosen

Action of City Council _____

Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____



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:	August 17, 2026	Requested By:	Aaron Hieb
Desired Action of City Council:	Authorization & Approval		
Amount Budgeted in current fiscal year for this item (if applicable):	N/A - Traffic		
Agenda Item:	Special Event Permit Application For RiverTree Block Party on September 13, 2026		
Explanation/Background of Agenda Item Requested:	RiverTree Church is requesting a Special Event Permit for their annual Block Party on Sunday, September 13, 2026. The total anticipated attendance is 300. The Block Party is our yearly outreach event for kids and their families. This year's event will include food, bounce houses, bean bag tournament, face painting, and more. Please refer to the attached Special Event Permit Application for more details about the event and request. The submitted Special Event Permit Application requests the following: • Street Closure (\$100 Fee) The following street closure is requested <u>from 1:00 PM to 8:00 PM on Sunday, September 13:</u> • 7th Avenue from Edmunds St. to the beginning of the Taco John's parking lot / drive-thru. Please reference the attached closure and event map(s). Attendees will park in the south parking lot and the event will be held in the north parking lot. The entire event layout is handicap accessible. Last of all, the following additional equipment rental along with fees has been requested: 6 picnic tables (\$25/picnic table/day, plus tax, if applicable) A Certificate of Liability Insurance form has already been provided. *If approved, approval of the Special Event Permit Application will be contingent upon receipt of payment for the Special Event Permit fee(s) prior to the event.		

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

[Print](#)**Special Event Permit Application - Submission #4981****Date Submitted: 8/12/2026**

Special Event Permit Application

Events that are open to the general public and take place on public grounds; require closure of parking lots and/or streets, sound amplification, fireworks, or are located within a park, are coordinated through the Special Event Permit Application process.

Typically, these events require permits, licenses, and approvals from several City departments, depending on the size and nature of the special event.

To apply for a Special Event Permit, please complete this application. Your application, including required attachments, needs to be submitted at least forty-five (45) days before your event.

Facility Use Agreements and additional equipment rental should also be completed at this time (if applicable).

Event Name:*

Event Date:

Event Hours:*

—

Event Dates:

—

Permit & License requests included in this application:*

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

Time Requested for Parking Lot Closure

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

Time Requested for Street Closure

9/13/2026 01:00 PM — 9/13/2026 08:00 PM

Time Requested for City Park Closure

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

Event Information:

Overall Event Description:*

The Block Party is our yearly outreach event for kids and their families. The event includes food, bounce houses, bean bag tournament, face painting and more. We are requesting 7th Street to be closed from Edmunds to the Taco John's driveway.

Please check all that apply:*

- ☐ This is a first time event.
- ☒ This event is open to the public.
- ☐ Admission will be charged.
- ☐ Vendor and / or participant fees are required.
- ☐ The event includes the sale or use of alcoholic beverages.
- ☐ Items and / or services will be sold at the event.
- ☐ The event will be held in a City Park or Facility.

Total anticipated attendance:*

300

Organization:*

RiverTree Church

Address:*

601 North Sanborn Boulevard

City:*

MITCHELL

State:*

SD

Zip Code:*

57301

Event Application Contact Person:*

Michele Ziebarth

Contact Person Email:*

n

Contact Person Phone Number: *

6055457309

Day of Event Contact Person:*

Michele Ziebarth

Contact Person Email:*

r

Contact Person Phone Number:*

6055457309

Facility Use, Impacted Areas, and Event Map

Please provide a detailed description of what facilities and additional equipment will be needed, along with how many bleachers and picnic tables need to be reserved. Also, please provide a detailed list and description of what parking lot/street closure(s) are needed. Attach a copy of the Event Map with your application. The Event Map should show overall layout and setup locations of the following items: alcoholic concessions, beer gardens, food concessions, food prep areas, first aid facilities, trash containers/dumpsters, fencing/barriers/or barricades, sources of electricity/generators, canopies or tent locations; stages, platforms, seating, or related structures.*

601 North Sanborn Boulevard - (6) Picnic tables

Attached map shows layout of the event and the highlighted area needed for the road closure on 7th Street.

—This event will include the use of:

Please reserve any item(s) selected below and submit fee to the respective City Department, along with the completion and submission of the application.

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

Safety, Security, and Accessibility

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

Attendees will park in the south parking lot and the event will be held in the north parking lot. The entire event is handicap accessible. We will have church security personnel at the event. First aid kits are available in the church building.

Noise Permits

Special events that cannot comply with Mitchell City Code Title 5, Chapter 5, Noise Control; are required to obtain a noise permit. MCC 5-5 can be found at: www.cityofmitchellsd.gov/specialevents

—Will sound amplification be used?

- ☐ Yes
- ☒ No

What time will sound amplification be used?

—

Please list the start time and finish time.

Will sound checks be conducted prior to the event?

- ☐ Yes
☒ No

When will sound checks be performed?

hh:mm am/pm

Fireworks Permits

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

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

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

Name

Address

City

State

Zip Code

Phone Number

Email Address

Date of Display

mm/dd/yyyy

Time of Display

hh:mm am/pm — hh:mm am/pm

Type of Fireworks

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

Exact Location of Display:

What are the width perimeter requirements?

Insurance

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

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

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

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

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

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

Name of Insurance Company

Brotherhood Mutual

Agent's Name

Policy Number

40M5A0477637

Phone Number

1-877-794-2330

Affidavit of Applicant

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

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

Michele Ziebarth

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

Michele Ziebarth

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

Michele Ziebarth

I have attached the following items:

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

Parking Lot Closure Map

Choose File No file chosen

Street Closure Map

Block Party 2022 Map.pdf

City Park Closure Map

Choose File No file chosen

Parade Route Map

Choose File No file chosen

Special Event Liquor License Boundaries with Map

Choose File No file chosen

Consumption Permit Boundaries with Map

Choose File No file chosen

Fireworks Map

Choose File No file chosen

Event Layout Map

Block Party Map-1.png

Certificate of Liability Insurance

Block Party Certificate of Insurance 2026.pdf

Certificate of Liquor Liability Insurance

Choose File No file chosen

Certificate of Fireworks Liability Insurance

Choose File No file chosen

Additional Document

Choose File No file chosen

Action of City Council _____

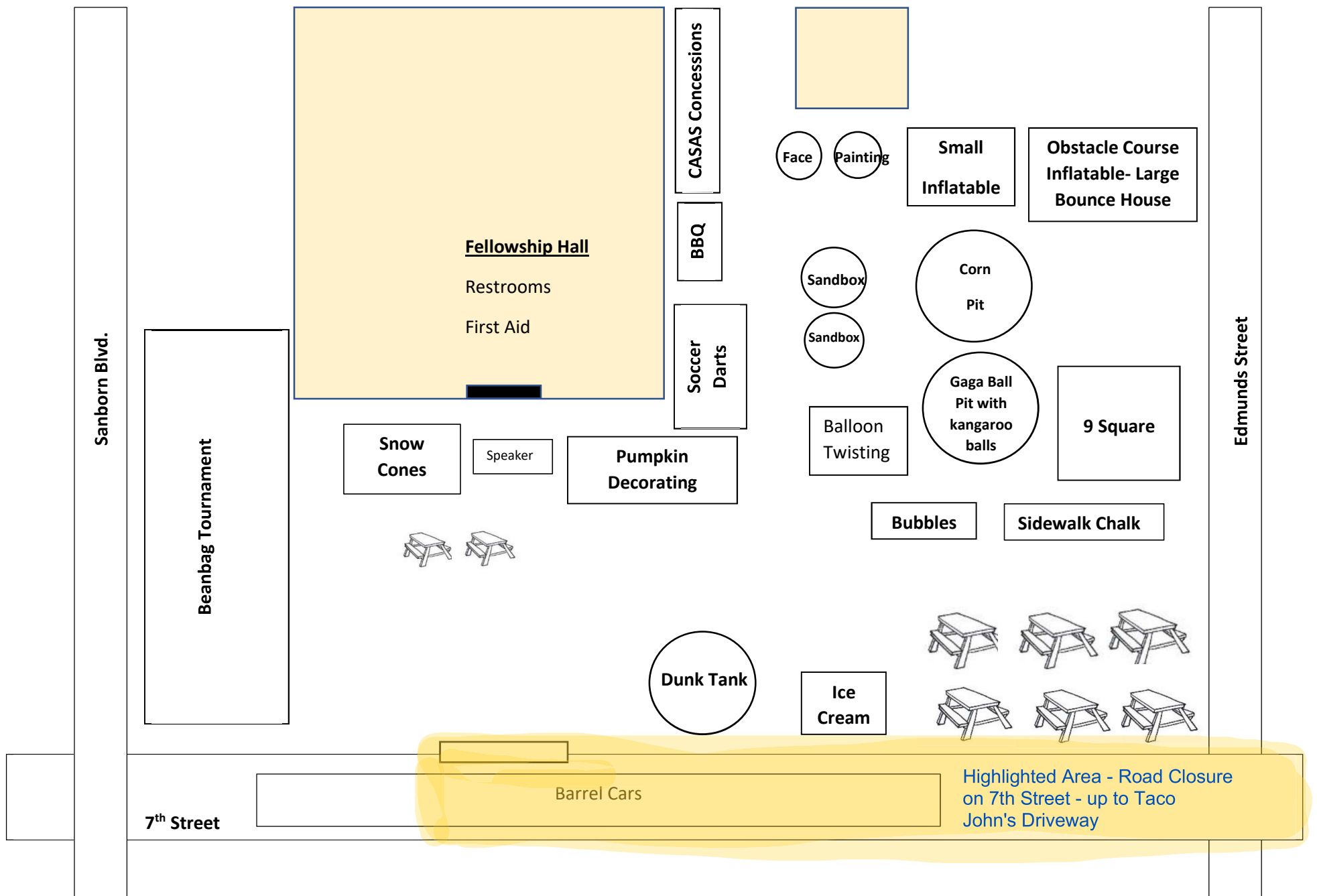
Finance Officer

Mayor

(Seal)

Date Approved: _____

Amount of Fees Paid: _____



Sanborn Blvd

**Bean Bag
Tournament**

**First Aid
Bathrooms**

**Snow
Cones**

**Pumpkin
Decorating**

**Mainstreet
Merc
Ice Cream**

**Baby
Goat**

**Haven Farm
Alpacas**

**Popcorn
BBQ Cook off
Squid**

**Soccer
Darts**

Face Painting

**Small
Bounce
House**

Large Bounce House

**Sand
Boxes**

**Corn
Pit**

**9
Square**

**Gaga
Ball**

**Picnic
Tables**

**Dunk
Tank**

Train barrel cars

7th Street



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/12/2026

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

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

PRODUCER License # 18578371 Lightwell Insurance Advisors of Colorado LLC 2855 S 70th Street Ste 101 Lincoln, NE 68506	CONTACT NAME: Megan Johnson PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: meganjohnson@lightwell.com INSURER(S) AFFORDING COVERAGE INSURER A : Brotherhood Mutual Ins Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 13528
--	--	-------------------------------

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER: General Aggregate	X		40M5A0477637	6/1/2026	6/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
In accordance with the Additional Insureds provision endorsed to the policy in the Liability and Medical Coverage Form (BGL-11), City of Mitchell is named as additional insured on the policy in relation to the Block Party on September 13, 2026.

CERTIFICATE HOLDER

CANCELLATION

City of Mitchell 612 N Main St Mitchell, SD 57301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Koh</i>
--	---

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:	August 17, 2026	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	602-43340-42225, \$258,000		
Agenda Item:	Amendment #1 to Agreement #A2024-13 with AE2S for Water Modeling Support Contract		
Explanation/Background of Agenda Item Requested:	Attached is the yearly service agreement with AE2S for continued water modeling services. These services assist staff with making sound decisions for water main sizing and recommend modifications when completing a water main upgrade. Staff recommends approving Amendment No. 1 to AE2S for Water Modeling Support at an hourly rate not to exceed \$20,000.		

AMENDMENT TO CLIENT – AE2S LETTER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: April 24, 2026.

Background Data

Effective Date of Client – AE2S Letter Agreement: April 24, 2025

Client: City of Mitchell

AE2S: Advanced Engineering and Environmental Services, LLC

Project: Mitchell Distribution Modeling Support

Nature of Amendment:

X Modifications to time(s) for rendering services

X Modifications of payment to AE2S

Description of Modifications:

- a. The schedule for rendering services under this Amendment is modified as follows:
 - Consulting Service shall extend to April 24, 2027.
- b. For the modifications to services set forth above, CLIENT shall pay AE2S the following modified compensation:
 - An additional \$20,000, on an hourly basis, not to exceed, without written authorization from CLIENT.

Agreement Summary:

Original agreement amount:	\$ 20,000
Net change for prior amendments:	\$ 0
This amendment amount:	\$ 20,000
Adjusted Agreement amount:	\$ 40,000

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement.

Client and AE2S 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.

CLIENT:

City of Mitchell

AE2S:

Advanced Engineering and Environmental Services,
LLC

By: _____

Print
name: _____

Title: _____

Date Signed: _____

By: 
Matt Erickson (Jul 23, 2026 09:31:47 CDT)

Print
name: Matt Erickson

Title: Operations Manager

Date Signed: _____

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2026 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$73.00	IT 1	\$145.00
Administrative 2	\$88.00	IT 2	\$196.00
Administrative 3	\$103.00	IT 3	\$241.00
Communications Specialist 1	\$117.00	Land Surveyor Assistant	\$107.00
Communications Specialist 2	\$137.00	Land Surveyor 1	\$129.00
Communications Specialist 3	\$158.00	Land Surveyor 2	\$156.00
Communications Specialist 4	\$190.00	Land Surveyor 3	\$175.00
Communications Specialist 5	\$210.00	Land Surveyor 4	\$193.00
		Land Surveyor 5	\$213.00
Construction Services 1	\$140.00	Operations Specialist 1	\$112.00
Construction Services 2	\$171.00	Operations Specialist 2	\$140.00
Construction Services 3	\$190.00	Operations Specialist 3	\$173.00
Construction Services 4	\$211.00	Operations Specialist 4	\$198.00
Construction Services 5	\$232.00	Operations Specialist 5	\$222.00
Engineering Assistant 1	\$94.00	Project Coordinator 1	\$130.00
Engineering Assistant 2	\$111.00	Project Coordinator 2	\$145.00
Engineering Assistant 3	\$140.00	Project Coordinator 3	\$162.00
Engineer 1	\$152.00	Project Coordinator 4	\$178.00
Engineer 2	\$182.00	Project Coordinator 5	\$201.00
Engineer 3	\$213.00		
Engineer 4	\$246.00	Project Manager 1	\$229.00
Engineer 5	\$264.00	Project Manager 2	\$251.00
Engineer 6	\$279.00	Project Manager 3	\$269.00
		Project Manager 4	\$284.00
Engineering Technician 1	\$93.00	Project Manager 5	\$303.00
Engineering Technician 2	\$117.00	Project Manager 6	\$317.00
Engineering Technician 3	\$141.00		
Engineering Technician 4	\$158.00	Sr. Designer 1	\$199.00
Engineering Technician 5	\$181.00	Sr. Designer 2	\$221.00
		Sr. Designer 3	\$238.00
Financial Analyst 1	\$126.00		
Financial Analyst 2	\$142.00	Sr. Financial Analyst 1	\$236.00
Financial Analyst 3	\$171.00	Sr. Financial Analyst 2	\$257.00
Financial Analyst 4	\$187.00	Sr. Financial Analyst 3	\$279.00
Financial Analyst 5	\$209.00		
GIS Specialist 1	\$117.00	Technical Expert 1	\$361.00
GIS Specialist 2	\$142.00	Technical Expert 2	Negotiable
GIS Specialist 3	\$168.00		
GIS Specialist 4	\$188.00		
GIS Specialist 5	\$210.00		
I&C Assistant 1	\$112.00		
I&C Assistant 2	\$139.00		
I&C 1	\$166.00		
I&C 2	\$196.00		
I&C 3	\$221.00		
I&C 4	\$234.00		
I&C 5	\$246.00		

Reimbursable Expense Rates

Transportation	\$0.83/mile
Survey Vehicle	\$1.05/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS/USV – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$60.00/day
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

Signature:

Email:

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:	August 17, 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 9-8-26		
Explanation/Background of Agenda Item Requested:	Abby Opp has applied for a conditional use permit for 10-5C-3-family residential daycare; located at 1016 W 4<sup>th</sup> Ave, legally described as Lot 4, Block 10, E.B. Bracy's Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned R2 Single Family Residential District.		



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

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

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

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

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

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

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

- Description of Variance: Click or tap here to enter text.
- Description of Hardship: Click or tap here to enter text.

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

- Description of Conditional Use: 10-5C-3-Family Residential Daycare

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

This Application is for the following described real property:

Legal Description: **Lot 4, Block 10, E.B. Bracy's Addition, City of Mitchell, Davison County, South Dakota**

Property Address: **1016 W 4th Ave**

Dated this 29 of July, 2026.

APPLICANT

Abby Opp Wayne Opp

Wayne & Abby Opp
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:	August 17, 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 Applications a. On the application to transfer RL-31022 Retail (On-Off Sale) Liquor License from Justin Thiesse, dba Legacy Pointe, LLC, Mitchell to Israel Espinosa, dba Murguia LLC, 511 North Main Street, Mitchell (The License will be inactive and Video lottery is included) b. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for September 12, 2026 for a wedding c. On the application of the Corn Palace Shrine Club for a Special Event Liquor License located at The Masonic Hall for November 14, 2026 for the Avera Mixer		
Explanation/Background of Agenda Item Requested:	All required documents have been submitted.		

Date Received _____
Date Issued _____

License No. RL-31022

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Israel Espinosa
502 N Sanborn Blvd
Mitchell, SD 57301

B. Business Name and Address

MURGOTA LLC
511 N Main St Mitchell, SD

Owner's Telephone #: 605-630-0849

Business Telephone #: 605-630-0849

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

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

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

County: Dawson

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

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

D. Legal description of licensed premise:

Lot 5, 6, 7, 8, and 9, Block twelve, M. H. Rawle
Addition to the town of Mitchell, Dawson
County, South Dakota.

Is this license in active use? ☐ Yes ☒ No

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

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

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

E. State Sales Tax Number _____

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 7-15-26 Print Name Israel Espinosa Signature [Signature]

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____

Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP LLC Murguia LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 511 N Main Street

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
Israel Espinosa		1101 S Burr St Mitchell, SD	owner
Juan Jose Pelayo		12123 E 21st Ave Spokane, WA 99206	(owner)

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	
Israel Espinosa	Liquor License	RL-5774	804 W Spruce, Mitchell	(100%)
Israel Espinosa	Liquor License	RL-5546	1101 S Burr St, Mitchell SD	(100%)
Israel Espinosa	Liquor License	RL-5504	117, S Main St, Chamberlain, SD 57325	(100%)

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

Israel Espinosa 1101 S. Burr St Mitchell, SD

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

Israel Espinosa

7-27-26

AFFIDAVIT

STATE OF SOUTH DAKOTA)
)
COUNTY OF DAVISON)

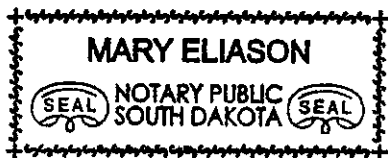
Legacy Farms, LLC/Justin Therese, Member, being first duly sworn on oath deposes and says: That on
the 12th day of June, 2026 he was the owner of the license / business / stock of
On-sale liquor license # RL-31022 situated on
(legal description) Lot 4 in Tract 1 of Singapore Slab in E1/2 SE1/4 32-104-80

in the city / county of Davison, South Dakota and that on the said date he
made a transfer / sale of said license operated under an alcoholic beverage license to
Murgala, LLC of Mitchell, South
Dakota.

[Signature] (owner)
(signature)

(signature) (owner)

Subscribed and sworn to before me this 28 day of July, 2026.



(Notary Seal)

Mary Eliason (Notary Public)
Commission Expires: November 21, 2031



Filed for Record - Davison County SD
Filed On 01/06/2026 10:08 AM 2 pg
Document# A260022 Transfer Fee: \$300.00
Book D626 Page 9 Fee \$30.00
Danna Kolbeck, Davison County Register of Deeds
By TW DEED-WAR

This Document Prepared By:
Doug Dailey
DAILEY LAW PLLC
1408 N. Sanborn Blvd
Mitchell SD 57301
605-990-3700
doug@dailey-law.com

WARRANTY DEED

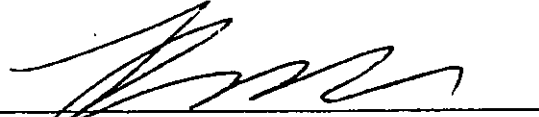
The Back 40 L.L.C., a South Dakota limited liability company, Grantor of Mitchell, Davison County, South Dakota, for and in consideration of One Dollar and other good and valuable consideration, GRANTS, CONVEYS AND WARRANTS to Israel Espinosa, a single person, Grantee, of 3800 N. Foster St., Mitchell, South Dakota 57301 57301, the following described real property in Davison County, South Dakota:

Lots Five (5), Six (6), Seven (7), Eight (8) and Nine (9), Block Twelve (12), M.H. Rowley's Addition to the Town (now City) of Mitchell, Davison County, South Dakota, according to the recorded plat thereof as filed for record in Book "B" of Deeds, Pages 278-280 thereof on June 5, 1880 in the records of the Register of Deeds, Davison County, South Dakota subject to easements, reservations and restrictions of record.

STATED VALUE: \$300,000.00

Dated this 5 day of January 2026.

THE BACK 40 L.L.C

BY: 

Keke Leiferman
Its Sole Member

STATE OF SOUTH DAKOTA
SS
COUNTY OF DAVISON

On the 5th day of January 2026, before me, the undersigned officer, personally appeared KeKe Leiferman, who acknowledged herself to be the Sole Member of The Back 40 L.L.C, a South Dakota limited liability company, and that she 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 Sole Member.

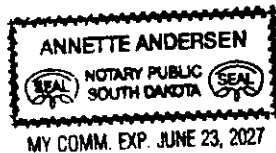
In Witness Whereof I hereunto set my hand and official seal.

(Seal)



Notary Public

My Commission Expires:



Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Corn Palace Shrine Club
112 E 5th Ave
Mitchell, SD 57301

Owner's Telephone #: _____

B. Business Name and Address

The Masonic Hall
112 E 5th Ave
Mitchell, SD 57301

Business Telephone #: 605-996-4724

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

County: _____

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

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

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

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☒ Other Temp. Liquor License
Fischer wedding 9/12/26

Is this license in active use? ☒ Yes ☐ No

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

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

D. Legal description of licensed premise:

Lot 5 & 6 Block 4 MH Rowley
1st Addition to the city of Mitchell
SD

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

E. State Sales Tax Number _____

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

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

Date _____ Print Name Brandon Markoster Signature [Signature]

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Corn Palace Shore Club

Address of office and principal place of business of corporation/partnership/LP/LLC 112 E 5th Ave 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
<u>Brandon Mordue</u>	<u>Board Member</u>	<u>28 Charles St Mitchell, SD</u>	<u>Firefighter/Retired</u>
<u>Matt Bueczak</u>	<u>Treasurer</u>	<u>40692 Sango Dr Mitchell SD</u>	<u>CPA</u>
<u>James D Taylor</u>	<u>Secretary</u>	<u>723 W 4th Ave Mitchell SD</u>	<u>Attorney</u>
<u>Jeremy McNary</u>	<u>Building Supervisor</u>	<u>1029 E 2nd Ave Mitchell SD</u>	<u>Farmer</u>

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

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

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

James D Taylor PC Law Office, 520 N Lowler Suite 100,
PO Box 6 Mitchell, SD 57301

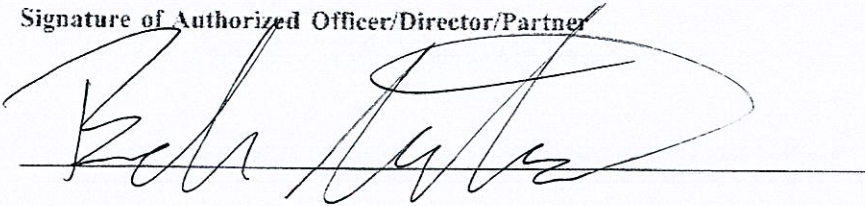
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



8/3/26

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Corn Palace Shrine Club
112 E 5th Ave
Mitchell, SD 57301

Owner's Telephone #: _____

B. Business Name and Address

The Masonic Hall
112 E 5th Ave
Mitchell, SD 57301

Business Telephone #: 605-996-4724

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

County: _____

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

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

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

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☒ Other Temp. Liquor License 11/14/26 Avera mixer

Is this license in active use? ☒ Yes ☐ No

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

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

D. Legal description of licensed premise:

Lot 5 & 6 Block 4 MH Rawley
1st Addition to the city of Mitchell
SD

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

E. State Sales Tax Number _____

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

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

Date _____ Print Name Brendan Markster Signature [Signature]

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

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Corn Palace Shrine Club

Address of office and principal place of business of corporation/partnership/LP/LLC 112 E 5th Ave 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
<u>Brandon Mordue</u>	<u>Board Member</u>	<u>28 Charles St Mitchell SD</u>	<u>Firefighter/Paramedic</u>
<u>Matt Buehner</u>	<u>Treasurer</u>	<u>40692 S. Kings Highway Dr Mitchell SD</u>	<u>CPA</u>
<u>James D Taylor</u>	<u>Secretary</u>	<u>723 W 4th Ave Mitchell SD</u>	<u>Attorney</u>
<u>Jeremy McNary</u>	<u>Building Supervisor</u>	<u>1029 E 2nd Ave Mitchell SD</u>	<u>Farmer</u>

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

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

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

James D Taylor PC Law Office, 520 S. Cowder Suite 201
PO Box 6 Mitchell, SD 57301

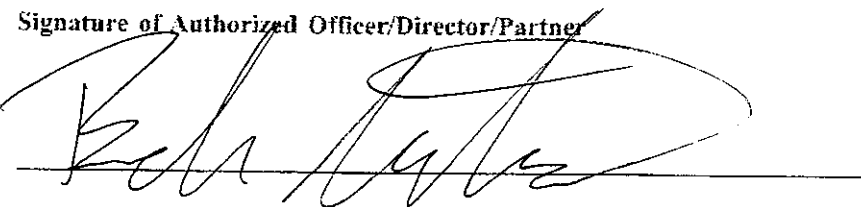
With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner

Date



8/3/26

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:	August 17, 2026	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	101-42200-43200, \$2,500,000 2027 Budget Request - \$750,000		
Agenda Item:	Action to Award Bid for the Mitchell Fire Station, Project No. 2026-8		
Explanation/Background of Agenda Item Requested:	Bids were opened on August 5, 2026 in City Hall Council Chambers at 1:30 PM. Eight bids were received as follows: VanBuskirk Construction Base Bid - \$2,834,000.00 Alternate 1 - \$96,700.00 APX Construction Group Base Bid - \$2,918,000.00 Alternate 1 - \$93,800.00 Great Place Construction Base Bid - \$2,999,800.00 Alternate 1 - \$99,799.00 Puetz Construction Base Bid - \$2,999,827.00 Alternate 1 - \$108,141.00 Lloyd Base Bid - \$3,070,000.00 Alternate 1 - \$92,000.00 Gil Haugan Construction Base Bid - \$3,200,000.00 Alternate 1 - \$114,500.00 Sentry LLC Base Bid - \$3,271,881.00 Alternate 1 - \$104,688.00 Jans Corporation Base Bid - \$3,872,546.00 Alternate 1 - \$95,000.00 Please see the attached bid tab for detailed information. Nick Kummer, Associate Principal with designArc Group has reviewed the bids and recommends award to the low bidder of VanBuskirk Construction for the Base Bid and Alternate 1 for a total bid amount of \$2,930,700.		

Staff also recommends awarding the bid to VanBuskirk Construction for the Base Bid and Alternate 1 for a total bid amount of \$2,930,700.



BID TAB FOR
Mitchell North Fire Station

Bid Date: 8/5/26 @ 1:30 CMT

	BIDDER NAME	ADDENDA 1&2	BID BOND	BASE BID	ADD ALT#1	TOTAL
1	Puetz Construction	X	X	\$2,999,827.00	\$108,141.00	\$3,107,968.00
2	Jans Corporation	X	X	\$3,872,546.00	\$95,000.00	\$3,967,546.00
3	VanBuskirk Construction	X	X	\$2,834,000.00	\$96,700.00	\$2,930,700.00
4	APX Construction Group	X	X	\$2,918,000.00	\$93,800.00	\$3,011,800.00
5	LLOYD	X	X	\$3,070,000.00	\$92,000.00	\$3,162,000.00
6	Gil Haugan Construction	X	X	\$3,200,000.00	\$114,500.00	\$3,314,500.00
7	Sentry LLC.	X	X	\$3,271,881.00	\$104,688.00	\$3,376,569.00
8	Great Place Construction	X	X	\$2,999,800.00	\$99,799.00	\$3,099,599.00

Prepared By: Nick Kummer

Witnessed By: Rebecca Gerlach

8-5-26

DA#26_002

MITCHELL NORTH FIRE STATION

MITCHELL, SD

To:

City of Mitchell
Attn: Joe Schroeder
612 North Main Street
Mitchell, SD
(605) 995-8433
Joe.Schroeder@cityofmitchellsd.gov

Cc:

**Re: Recommendation Letter for Acceptance of Low Bid for:
Mitchell North Fire Station**

To Joe

We have reviewed the bids submitted for the above referenced project. designArc Group recommends awarding the project to VanBuskirk Construction to construct the above referenced project, after confirmation of bid details and acknowledgment of project parameters with Ben Beitelspacher from VanBuskirk Construction on 8-7-26. designArc Group makes the following recommendations:

ITEM	VALUE	RECOMMENDATION
Base Bid:	\$ 2,834,000.00	To Accept
Add Alternate #1: High Speed Doors	\$ 96,700	To Accept

Attached with the acceptance recommendation is the bid tab for your reference.

The estimated start date for the project is 8-19-25 and the Substantial Completion Date established for the project is 9-15-26.

Respectfully Submitted,



Nick Kummer; Associate Principal
designArc Group, LLC
Your Vision, Our Mission

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:	August 17, 2026	Requested By:	Joe Schroeder
Desired Action of City Council:	Action to Approve		
Amount Budgeted in current fiscal year for this item (if applicable):	NA - Enterprise Fund		
Agenda Item:	Action to Award Bid Award for Water Tank Demolition and Removal Project No. 2026-46		
Explanation/Background of Agenda Item Requested:	Bids were opened on August 12, 2026, at 1:30 PM in City Hall Council Chambers. Seven complete bids were received and as follows: TLC Olson Construction Bid Schedule A: \$314,514.25 Alternate 1: \$108,000.00 Alternate 2: \$144,000.00 Total Bid Schedule A & Alternate 1: \$422,514.25 Total Bid Schedule A & Alternate 2: \$458,514.25 Soukup Construction Inc. Bid Schedule A: \$184,649.80 Alternate 1: \$78,250.00 Alternate 2: \$153,000.00 Total Bid Schedule A & Alternate 1: \$262,899.80 Total Bid Schedule A & Alternate 2: \$337,649.80 Schoenfelder Construction Bid Schedule A: \$251,472.00 Alternate 1: \$265,250.00 Alternate 2: \$238,500.00 Total Bid Schedule A & Alternate 1: \$516,722.00 Total Bid Schedule A & Alternate 2: \$489,972.00 First Rate Excavate Inc. Bid Schedule A: \$286,021.00 Alternate 1: \$42,400.00 Alternate 2: \$95,400.00 Total Bid Schedule A & Alternate 1: \$328,421.00 Total Bid Schedule A & Alternate 2: \$381,421.00 Alliance Construction Bid Schedule A: \$154,905.40 Alternate 1: \$81,000.00 Alternate 2: \$150,000.00 Total Bid Schedule A & Alternate 1: \$235,905.40 Total Bid Schedule A & Alternate 2: \$304,905.40 Matthaei Excavating Inc. Bid Schedule A: \$144,210.00		

Alternate 1: \$165,000.00
Alternate 2: \$158,000.00
Total Bid Schedule A & Alternate 1: \$309,210.00
Total Bid Schedule A & Alternate 2: \$302,210.00

Precision Grading LLC
Bid Schedule A: \$693,333.00
Alternate 1: \$232,000.00
Alternate 2: \$410,000.00
Total Bid Schedule A & Alternate 1: \$925,333.00
Total Bid Schedule A & Alternate 2: \$1,103,333.00

Engineer's Estimate
Bid Schedule A: \$326,019.00
Alternate 1: \$93,000.00
Alternate 2: \$159,000.00
Total Bid Schedule A & Alternate 1: \$419,019.00
Total Bid Schedule A & Alternate 2: \$485,019.00

Please see the attached bid tab for detailed information.

Jacob Sonne, P.E. with SPN & Associates has reviewed the bids and recommends award to the low bidder of Alliance Construction for the Base Bid and Alternate 1 for a total bid amount of \$235,905.40.

Staff also recommends awarding the bid to Alliance Construction for the Base Bid and Alternate 1 for a total bid amount of \$235,905.40.

August 12, 2026

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

RE: MHE Water Treatment Tank Demolition and Removal

Dear Mr. Schroeder:

SPN and Associates has reviewed the seven (7) complete bids that were publicly read at the bid opening on August 12th, 2026, for the above project. SPN recommends that the City of Mitchell award the Bid for the above project to Alliance Construction.

Enclosed for your use and records are the 7 complete bids, the certified bid tab, and the minutes from the bid opening on August 12th, 2026. Four (4) copies of the Notice of Award are also enclosed. Upon approval of the council to award the project, please have all copies of the Notice of Award signed, send one copy to the Contractor, and the remaining 3 copies to this office for use in the Contract Document books.

Sincerely,

SCHMUCKER, PAUL, NOHR & ASSOCIATES



Jacob D. Sonne, P.E.
Project Engineer

Enclosure

Water Tank Demolition and Removal

Bid Tabulation

SPN #16835

Bid Date: August 12th, 2026

Bid Schedule A

			Alliance Construction PO Box 88136 Sioux Falls, SD 57109		Soukup Construction Inc. PO Box 89106 Sioux Falls, SD 57109		Matthaei Excavating Inc. 26430 446th Avenue Canistota, SD 57012-6414	
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1 LS	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00	\$45,000.00	\$45,000.00
2	Remove and Dispose Concrete Clearwell, Aluminum Dome, and Appurtenances	1 LS	\$55,500.00	\$55,500.00	\$72,000.00	\$72,000.00	\$35,000.00	\$35,000.00
3	Remove and Dispose Concrete Holding Tank, Aluminum Dome, and Appurtenances	1 LS	\$35,000.00	\$35,000.00	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00
4	Remove and Dispose Valve Vault and Appurtenances	1 LS	\$4,500.00	\$4,500.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00
5	Remove and Dispose Concrete Surfacing	95 SY	\$5.00	\$475.00	\$10.00	\$950.00	\$8.00	\$760.00
6	Remove and Dispose Curb and Gutter	1,099 LF	\$3.20	\$3,516.80	\$2.75	\$3,022.25	\$3.50	\$3,846.50
7	Remove and Dispose Asphalt Surfacing	1,993 SY	\$4.20	\$8,370.60	\$3.10	\$6,178.30	\$2.50	\$4,982.50
8	Strip, and Stockpile Topsoil	220 CY	\$3.00	\$660.00	\$4.75	\$1,045.00	\$6.00	\$1,320.00
9	Remove and Dispose 12" Tree and Stump	2 EA	\$350.00	\$700.00	\$325.00	\$650.00	\$300.00	\$600.00
10	Remove and Dispose 15" RCP	18 LF	\$15.00	\$270.00	\$33.75	\$607.50	\$10.00	\$180.00
11	Remove and Dispose Storm Inlet	1 EA	\$500.00	\$500.00	\$775.00	\$775.00	\$200.00	\$200.00
12	Remove and Dispose 30" DIP	235 LF	\$20.00	\$4,700.00	\$20.25	\$4,758.75	\$25.00	\$5,875.00
13	Remove and Dispose 20" DIP	22 LF	\$15.00	\$330.00	\$84.50	\$1,859.00	\$23.00	\$506.00
14	Remove and Dispose 12" DIP	30 LF	\$14.00	\$420.00	\$17.80	\$534.00	\$20.00	\$600.00
15	Furnish and Install Silt Fence	380 LF	\$3.85	\$1,463.00	\$4.00	\$1,520.00	\$18.00	\$6,840.00
16	Furnish and Install Temporary Gravel Surfacing	1 LS	\$8,500.00	\$8,500.00	\$2,250.00	\$2,250.00	\$6,000.00	\$6,000.00
Total Bid Schedule A			\$154,905.40		\$184,649.80		\$144,210.00	

Bid Schedule Alternate 1			Alliance Construction PO Box 88136 Sioux Falls, SD 57109		Soukup Construction Inc. PO Box 89106 Sioux Falls, SD 57109		Matthaei Excavating Inc. 26430 446th Avenue Canistota, SD 57012-6414	
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Excavate, Haul, and Install City Furnished Structural Fill	1 LS	\$81,000.00	\$81,000.00	\$78,250.00	\$78,250.00	\$165,000.00	\$165,000.00
Total Bid Schedule Alternate 1				\$81,000.00		\$78,250.00		\$165,000.00

Bid Schedule Alternate 2			Alliance Construction PO Box 88136 Sioux Falls, SD 57109		Soukup Construction Inc. PO Box 89106 Sioux Falls, SD 57109		Matthaei Excavating Inc. 26430 446th Avenue Canistota, SD 57012-6414	
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Furnish and Install Contractor Furnished Granular Fill	1 LS	\$150,000.00	\$150,000.00	\$153,000.00	\$153,000.00	\$158,000.00	\$158,000.00
Total Bid Schedule Alternate 2				\$150,000.00		\$153,000.00		\$158,000.00

Total Bid Schedule A, Alternate 1				\$235,905.40		\$262,899.80		\$309,210.00
Total Bid Schedule A, Alternate 2				\$304,905.40		\$337,649.80		\$302,210.00

Water Tank Demolition and Removal

Bid Tabulation

SPN #16835

Bid Date: August 12th, 2026

Bid Schedule A

			First Rate Excavate Inc.		TLC Olson Construction		Schoenfelder Construction	
			1509 E 39th Street North		PO Box 928		3131 W. Havens Street	
			Sioux Falls, SD 57104		Huron, SD 57350		Mitchell, SD 57301	
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1 LS	\$32,220.00	\$32,220.00	\$27,764.00	\$27,764.00	\$45,000.00	\$45,000.00
2	Remove and Dispose Concrete Clearwell, Aluminum Dome, and Appurtenances	1 LS	\$138,600.00	\$138,600.00	\$150,000.00	\$150,000.00	\$75,000.00	\$75,000.00
3	Remove and Dispose Concrete Holding Tank, Aluminum Dome, and Appurtenances	1 LS	\$72,850.00	\$72,850.00	\$100,000.00	\$100,000.00	\$75,000.00	\$75,000.00
4	Remove and Dispose Valve Vault and Appurtenances	1 LS	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
5	Remove and Dispose Concrete Surfacing	95 SY	\$12.00	\$1,140.00	\$5.00	\$475.00	\$9.00	\$855.00
6	Remove and Dispose Curb and Gutter	1,099 LF	\$4.00	\$4,396.00	\$7.00	\$7,693.00	\$6.00	\$6,594.00
7	Remove and Dispose Asphalt Surfacing	1,993 SY	\$9.00	\$17,937.00	\$3.25	\$6,477.25	\$6.00	\$11,958.00
8	Strip, and Stockpile Topsoil	220 CY	\$4.00	\$880.00	\$4.00	\$880.00	\$10.00	\$2,200.00
9	Remove and Dispose 12" Tree and Stump	2 EA	\$600.00	\$1,200.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
10	Remove and Dispose 15" RCP	18 LF	\$20.00	\$360.00	\$50.00	\$900.00	\$30.00	\$540.00
11	Remove and Dispose Storm Inlet	1 EA	\$400.00	\$400.00	\$250.00	\$250.00	\$1,000.00	\$1,000.00
12	Remove and Dispose 30" DIP	235 LF	\$22.00	\$5,170.00	\$25.00	\$5,875.00	\$75.00	\$17,625.00
13	Remove and Dispose 20" DIP	22 LF	\$18.00	\$396.00	\$20.00	\$440.00	\$50.00	\$1,100.00
14	Remove and Dispose 12" DIP	30 LF	\$10.00	\$300.00	\$19.00	\$570.00	\$40.00	\$1,200.00
15	Furnish and Install Silt Fence	380 LF	\$4.40	\$1,672.00	\$5.50	\$2,090.00	\$5.00	\$1,900.00
16	Furnish and Install Temporary Gravel Surfacing	1 LS	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00	\$4,500.00	\$4,500.00
Total Bid Schedule A				\$286,021.00		\$314,514.25		\$251,472.00

Bid Schedule Alternate 1			First Rate Excavate Inc. 1509 E 39th Street North Sioux Falls, SD 57104		TLC Olson Construction PO Box 928 Huron, SD 57350		Schoenfelder Construction 3131 W. Havens Street Mitchell, SD 57301	
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Excavate, Haul, and Install City Furnished Structural Fill	1 LS	\$42,400.00	\$42,400.00	\$108,000.00	\$108,000.00	\$265,250.00	\$265,250.00
Total Bid Schedule Alternate 1				\$42,400.00		\$108,000.00		\$265,250.00

Bid Schedule Alternate 2			First Rate Excavate Inc. 1509 E 39th Street North Sioux Falls, SD 57104		TLC Olson Construction PO Box 928 Huron, SD 57350		Schoenfelder Construction 3131 W. Havens Street Mitchell, SD 57301	
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Furnish and Install Contractor Furnished Granular Fill	1 LS	\$95,400.00	\$95,400.00	\$144,000.00	\$144,000.00	\$238,500.00	\$238,500.00
Total Bid Schedule Alternate 2				\$95,400.00		\$144,000.00		\$238,500.00

Total Bid Schedule A, Alternate 1				\$328,421.00		\$422,514.25		\$516,722.00
Total Bid Schedule A, Alternate 2				\$381,421.00		\$458,514.25		\$489,972.00

Water Tank Demolition and Removal

Bid Tabulation

SPN #16835

Bid Date: August 12th, 2026

Bid Schedule A

			Precision Grading, LLC 40730 247th Street Mitchell, SD 57301		Engineer's Estimate	
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	1 LS	\$120,000.00	\$120,000.00	\$35,000.00	\$35,000.00
2	Remove and Dispose Concrete Clearwell, Aluminum Dome, and Appurtenances	1 LS	\$265,000.00	\$265,000.00	\$150,000.00	\$150,000.00
3	Remove and Dispose Concrete Holding Tank, Aluminum Dome, and Appurtenances	1 LS	\$225,000.00	\$225,000.00	\$110,000.00	\$110,000.00
4	Remove and Dispose Valve Vault and Appurtenances	1 LS	\$22,000.00	\$22,000.00	\$5,000.00	\$5,000.00
5	Remove and Dispose Concrete Surfacing	95 SY	\$42.00	\$3,990.00	\$6.50	\$617.50
6	Remove and Dispose Curb and Gutter	1,099 LF	\$6.00	\$6,594.00	\$4.00	\$4,396.00
7	Remove and Dispose Asphalt Surfacing	1,993 SY	\$3.00	\$5,979.00	\$3.50	\$6,975.50
8	Strip, and Stockpile Topsoil	220 CY	\$20.00	\$4,400.00	\$2.00	\$440.00
9	Remove and Dispose 12" Tree and Stump	2 EA	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00
10	Remove and Dispose 15" RCP	18 LF	\$55.00	\$990.00	\$5.00	\$90.00
11	Remove and Dispose Storm Inlet	1 EA	\$1,000.00	\$1,000.00	\$500.00	\$500.00
12	Remove and Dispose 30" DIP	235 LF	\$44.00	\$10,340.00	\$15.00	\$3,525.00
13	Remove and Dispose 20" DIP	22 LF	\$45.00	\$990.00	\$12.50	\$275.00
14	Remove and Dispose 12" DIP	30 LF	\$67.00	\$2,010.00	\$10.00	\$300.00
15	Furnish and Install Silt Fence	380 LF	\$8.00	\$3,040.00	\$5.00	\$1,900.00
16	Furnish and Install Temporary Gravel Surfacing	1 LS	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
Total Bid Schedule A			\$693,333.00		\$326,019.00	

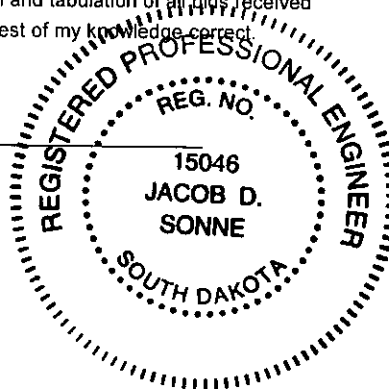
Bid Schedule Alternate 1			Precision Grading, LLC 40730 247th Street Mitchell, SD 57301		Engineer's Estimate	
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	Excavate, Haul, and Install City Furnished Structural Fill	1 LS	\$232,000.00	\$232,000.00	\$93,000.00	\$93,000.00
Total Bid Schedule Alternate 1			\$232,000.00		\$93,000.00	

Bid Schedule Alternate 2			Precision Grading, LLC 40730 247th Street Mitchell, SD 57301		Engineer's Estimate	
Item	Description	Quantity	Unit Price	Total Price	Unit Price	Total Price
1	Furnish and Install Contractor Furnished Granular Fill	1 LS	\$410,000.00	\$410,000.00	\$159,000.00	\$159,000.00
Total Bid Schedule Alternate 2			\$410,000.00		\$159,000.00	

Total Bid Schedule A, Alternate 1	\$925,333.00	\$419,019.00
Total Bid Schedule A, Alternate 2	\$1,103,333.00	\$485,019.00

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


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



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:	August 17, 2026	Requested By:	Stephanie Ellwein
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Action to Approve Agreement #A2026-50, Municipal Financial Advisor Agreement for Independent Fiscal Feasibility Review		
Explanation/Background of Agenda Item Requested:	South Dakota State Law changed in July and now requires the City to submit TIF proposals to an independent fiscal feasibility review. The City of Mitchell asked for proposals so that an agreement could be in place before the next TIF is reviewed. The enclosed agreement, if approved, would allow the City of Mitchell to submit TIF proposals to Meierhenry Sargent LLP, who meets the category of Municipal Advisor, for the independent fiscal feasibility review. Once the agreement is in place, the City would be authorized to use these services. Cost for the review is estimated at \$3,500 and is paid for by the developer, and is eligible to be reimbursed by TIF proceeds. The City would like to have agreements ready with multiple agencies in the event there is a conflict during the TIF application process. Staff recommends approval of the agreement.		

MUNICIPAL FINANCIAL ADVISORY SERVICES AGREEMENT
FOR INDEPENDENT FISCAL FEASIBILITY REVIEW

This Municipal Financial Advisory Services Agreement ("Agreement") is entered into effective as of August 17, 2026, by and between the City of Mitchell, South Dakota, a municipal corporation ("City"), and Meierhenry Sargent LLP ("Advisor").

RECITALS

WHEREAS, the City is considering the establishment of Tax Increment District No. ____ pursuant to SDCL Chapter 11-9;

WHEREAS, SDCL § 11-9-17.1 requires an independent fiscal feasibility review prior to approval of a project plan for certain tax increment districts;

WHEREAS, Advisor is experienced in municipal finance, tax increment financing, public finance, and economic development matters; and

WHEREAS, the City desires to engage Advisor to conduct an independent fiscal feasibility review in accordance with SDCL §§ 11-9-17.1 and 11-9-17.2.

NOW, THEREFORE, the parties agree as follows:

1. ENGAGEMENT

The City hereby engages Advisor to prepare an independent fiscal feasibility review regarding the proposed City of Mitchell Tax Increment District No. 13 and associated Project Plan submitted by _____.

Advisor accepts such engagement subject to the terms and conditions of this Agreement.

2. SCOPE OF SERVICES

Advisor shall:

A. Review the proposed Project Plan, TIF application materials, supporting financial information, engineering estimates, valuation projections, and related documents provided by the City or applicant;

B. Conduct an independent fiscal feasibility review consistent with SDCL §§ 11-9-17.1 and 11-9-17.2;

C. Evaluate the projected tax increment base and projected tax increment valuation;

D. Analyze projected tax increment revenues and anticipated reimbursement obligations;

E. Evaluate timing of projected revenues relative to anticipated expenditures and debt service obligations;

F. Identify material financial risks;

G. Identify material assumptions, limitations, and reliance on third-party information;

H. Provide a written conclusion regarding whether the project is reasonably feasible from a financing standpoint; and

I. Present findings to the City Council, Planning Commission, or affected political subdivisions if requested by the City.

3. MUNICIPAL ADVISOR STATUS

Advisor acknowledges that it is acting in the capacity of Municipal Advisor to the City for purposes of the services described in this Agreement.

Advisor shall not act on behalf of the developer, underwriter, placement agent, purchaser, lender, obligated person, or any other private party regarding the proposed district.

4. FIDUCIARY DUTY

Pursuant to SDCL § 11-9-17.1 and Section 15B of the Securities Exchange Act of 1934, Advisor acknowledges in writing that it owes a fiduciary duty to the City with respect to municipal advisory services provided under this Agreement.

Advisor shall act in the best interests of the City and shall provide advice without regard to the financial or other interests of Advisor.

5. INDEPENDENCE

Advisor represents that:

A. Neither Advisor nor its principals have any ownership interest in the proposed project;

B. Advisor's compensation is not contingent upon approval of the district, project plan, financing, or development;

C. Advisor has not prepared the developer's feasibility analysis, valuation study, or financial projections relating to the proposed district;

D. Advisor is independent of the developer, underwriter, obligated person, and any private entity proposed to receive financial assistance or reimbursement under the Project Plan; and

E. Advisor will promptly disclose any circumstance that may impair its independence.

6. COMPENSATION

The City shall compensate Advisor as follows:

Flat Fee: \$3,500

Invoices shall be submitted monthly and shall be payable within thirty (30) days.

7. RELIANCE ON INFORMATION PROVIDED

Advisor may rely upon information provided by:

- The City;
- The applicant/developer;
- Engineers;
- Accountants;
- Appraisers;
- Financial institutions;
- Government agencies; and
- Other third parties deemed reasonably reliable.

Advisor shall not be responsible for independently verifying all information received from third parties.

8. NO GUARANTEE

The parties acknowledge that:

- A. The fiscal feasibility review is advisory in nature;
- B. Advisor does not guarantee project completion;
- C. Advisor does not guarantee future valuations;
- D. Advisor does not guarantee tax increment revenues;
- E. Advisor does not guarantee financing availability; and
- F. Actual results may differ materially from projections reviewed.

9. TERM

This Agreement shall commence upon execution and shall continue until completion of the fiscal feasibility review unless terminated earlier as provided herein.

10. TERMINATION

Either party may terminate this Agreement upon ten (10) days written notice.

Upon termination, Advisor shall be compensated for services performed through the termination date.

11. OWNERSHIP OF WORK PRODUCT

The final written fiscal feasibility review shall become the property of the City upon payment of all outstanding invoices.

Advisor may retain copies for regulatory, professional, and record retention purposes.

12. PUBLIC RECORDS

The parties acknowledge that documents prepared pursuant to this Agreement may constitute public records subject to South Dakota law.

13. INSURANCE

Advisor shall maintain professional liability insurance and general liability insurance in commercially reasonable amounts during the term of this Agreement.

14. INDEMNIFICATION

To the extent permitted by South Dakota law, each party shall be responsible for its own negligent acts, errors, and omissions.

Nothing herein shall be construed as a waiver of any governmental immunity, limitation of liability, or statutory protection available to the City.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

Venue for any dispute arising under this Agreement shall be in the First Judicial Circuit, Davison County, South Dakota.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the services described herein and supersedes all prior discussions and understandings.

CITY OF MITCHELL

Mayor

Attest:

Finance Officer

Date: _____

MEIERHENRY SARGENT LLP

By: _____

Todd Meierhenry

Municipal Financial Advisor

Date: August 17, 2026

EXHIBIT A

MUNICIPAL ADVISOR INDEPENDENCE AND FIDUCIARY DUTY CERTIFICATION

CITY OF MITCHELL, SOUTH DAKOTA TAX INCREMENT DISTRICT NO. 13

Date: July 3, 2026

The undersigned, Todd Meierhenry, on behalf of Meierhenry Sargent LLP, hereby provides this Municipal Advisor Independence and Fiduciary Duty Certification pursuant to SDCL § 11-9-17.1 and Section 15B of the Securities Exchange Act of 1934.

1. MUNICIPAL ADVISOR STATUS

Meierhenry Sargent LLP acknowledges that it is acting in the capacity of Municipal Advisor to the City of Mitchell solely for purposes of conducting the independent fiscal feasibility review required under SDCL §§ 11-9-17.1 and 11-9-17.2 regarding the proposed Tax Increment District No. 13 and associated Project Plan.

2. FIDUCIARY DUTY ACKNOWLEDGMENT

Meierhenry Sargent LLP acknowledges in writing that it owes a fiduciary duty to the City of Mitchell with respect to the municipal advisory services provided in connection with the independent fiscal feasibility review.

The firm agrees to:

- (a) Act in the best interests of the City;
- (b) Provide advice without regard to the financial or other interests of the firm;
- (c) Exercise due care in performing municipal advisory services;
- (d) Disclose material conflicts of interest known to the firm; and
- (e) Comply with applicable provisions of federal securities laws and Municipal Securities Rulemaking Board regulations applicable to municipal advisors.

3. INDEPENDENCE CERTIFICATION

The undersigned certifies that neither Meierhenry Sargent LLP nor Todd Meierhenry:

- (a) Has any ownership interest in the proposed development project;

- (b) Has any ownership interest in LT Companies, Inc. or any affiliated entity;
- (c) Is acting on behalf of the developer, any lender, underwriter, placement agent, purchaser, obligated person, or any other private party associated with the project;
- (d) Has entered into any agreement to receive compensation contingent upon approval of the district, approval of the Project Plan, issuance of obligations, construction of the project, or generation of tax increment revenues;
- (e) Has prepared, or caused to be prepared, any development feasibility study, valuation study, appraisal, underwriting analysis, financial projection, market study, or financing proposal for the developer relating to the proposed district;
- (f) Has any direct or indirect financial interest that would reasonably impair independence in conducting the review; or
- (g) Expects to receive any compensation from the developer, underwriter, lender, contractor, or any private party associated with the project other than compensation paid by the City pursuant to the Municipal Financial Advisory Services Agreement.

4. SCOPE OF ENGAGEMENT

The services provided are limited to the independent fiscal feasibility review required by SDCL §§ 11-9-17.1 and 11-9-17.2.

The engagement does not include:

- Bond underwriting services;
- Placement agent services;
- Bond counsel services;
- Appraisal services;
- Engineering services;
- Accounting services;
- Legal services; or
- Ongoing municipal advisory services unrelated to the fiscal feasibility review unless separately engaged by the City.

5. RELIANCE ON THIRD-PARTY INFORMATION

The fiscal feasibility review may rely upon information supplied by the City, developer, engineers, appraisers, accountants, lenders, governmental agencies, and other third parties believed to be reliable.

No independent audit or verification of all third-party information has been performed unless specifically stated in the review.

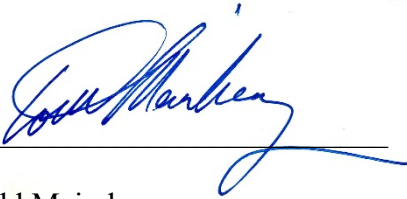
6. CONTINUING DISCLOSURE OF CONFLICTS

Should any circumstance arise that could reasonably impair the independence of the undersigned or Meierhenry Sargent LLP, the City shall be promptly notified in writing.

CERTIFICATION

I certify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

MEIERHENRY SARGENT LLP



Todd Meierhenry
Municipal Financial Advisor

Date: July 3, 2026

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:	August 17, 2026	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Continue Public Hearing for the Construction of 400 Block of East 7th Avenue (north of East 7th Avenue) Resolution #R2026-45		
Explanation/Background of Agenda Item Requested:	Discussion and Action on the Proposed Special Assessment Hearing concerning the construction of Alley 400 Block E 7th Ave (north of E 7th Ave) Improvements. Notices were sent out to all property owners affected. The proposed assessment is split into four different segments: Base Course, Concrete Paving, Accessories, Engineering Fees and Miscellaneous Expenses. If the property owners are against the resolution they can petition against the resolution after the hearing. The costs associated with the attached estimates include the construction of new concrete surfacing, engineering fees and miscellaneous expenses. Once completed the payment plan would be for a period of 10 years at 8% interest using the Special Assessment Process.		



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N DAVISON ST

E 7TH AVE

CITY OF MITCHELL

City Council Meeting
Agenda Item Request



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

Meeting Date Requested:	August 17, 2026	Requested By:	Joe Schroeder
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):	NA		
Agenda Item:	Action to Approve Resolutions for the 400 Block of East 7th Avenue (north of East 7th Avenue) Alley Assessment #R2026-45		
Explanation/Background of Agenda Item Requested:	Discussion and Action on the Proposed Special Assessment Hearing concerning the construction of Alley 400 Block E 7th Ave (north of E 7th Ave) Improvements. Notices were sent out to all property owners affected. The proposed assessment is split into four different segments: Base Course, Concrete Paving, Accessories, Engineering Fees and Miscellaneous Expenses. If the property owners are against the resolution they can petition against the resolution after the hearing. The costs associated with the attached estimates include the construction of new concrete surfacing, engineering fees and miscellaneous expenses. Once completed the payment plan would be for a period of 10 years at 8% interest using the Special Assessment Process.		

RESOLUTION NO. R2026-45

PROPOSED RESOLUTION DECLARING THE NECESSITY FOR THE CONSTRUCTION OF BASE COURSE, CONCRETE PAVING AND ACCESSORIES, ENGINEERING FEES, MISCELLANEOUS EXPENSES ON CERTAIN STREETS IN THE CITY OF MITCHELL, SOUTH DAKOTA

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

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

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

Segment 2026-08:

Alley 400 Block E 7th Ave (north of E 7th Ave)

Construction of a 6" thick reinforced concrete with gravel base, Engineering Fees, Miscellaneous Expenses and Accessories.

	LOT	BLK.	ADDITION	ESTIMATED ASSESSMENT
1*#	S153.5' of LOTS 1-6	3	C.S. BURR'S ADDN-NW	\$32900.06
2*#	LOT 7	3	C.S. BURR'S ADDN-NW	\$5434.40
3*#	LOT 8	3	C.S. BURR'S ADDN-NW	\$5434.40
4*#	LOT 9	3	C.S. BURR'S ADDN-NW	\$5434.40
5*#	LOT 10	3	C.S. BURR'S ADDN-NW	\$5532.29
6*#	LOT 11	3	C.S. BURR'S ADDN-NW	\$5532.29
7*#	LOT 12	3	C.S. BURR'S ADDN-NW	\$5532.29
	TOTAL ASSESSMENT AMOUNT			\$65800.13

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

Lots assessed for INTERSECTION according to Section 2c and 2d.

^ Lots assessed for BENEFIT according to Section 2b.

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

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

- The total Cost of the street, alley or utility improvements shall be assessed according to the front footage of the property fronting on the improvements.
- The Total Cost of the street or alley improvements shall be divided equally between all lots benefiting from the improvements.

- c. Shall be to all lots, tracts, or parcels of land according to the area of each to include 1/2 of the property between the street improvement and the next street, whether or not such property abut such street or not, but in no case shall any property situated more than 300' from such intersection be assessed.
- d. Footage of the property fronting or abutting on the improvements. Per side.

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

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

PASSED AND APPROVED THIS 17th DAY OF AUGUST, 2026

Jordan Hanson – Mayor

Attest:

Michelle Bathke – City Finance Officer

(SEAL)



15080-00300-001-30

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15080-00300-001-20

N LANGDON ST

400

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408

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422

22

N DAVISON ST

E 7TH AVE

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	August 17, 2026	Requested By:	Justin Johnson
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Second Reading of Ordinance #O2026-09, Amending Mitchell City Code Section 6-1-1 Regarding Animals at Large		
Explanation/Background of Agenda Item Requested:	In 2022, the city council approved a change to the animal at large ordinance that added the ability to keep the animal under control by use of verbal command or remote pet collar, in addition to the use of a leash. This proposed ordinance would revert the animal at large ordinance back to requiring a leash in most instances. As proposed, the leash would need to be 6' or less and the park and rec department still retains the authority to designate certain park areas as leash free zones, such as the dog park. At the request of a council member, an alternate version of the ordinance is also attached to this agenda for consideration. The alternate version adds additional language to clarify that a person can have their animal off a leash on someone else's private property if they have that owner or occupant's permission and are actively monitoring the animal. If the council approves this alternate, an additional second reading will be required before the ordinance can be adopted.		

ORDINANCE #O2026-09

**AN ORDINANCE AMENDING SECTION 6-1-1 OF THE MITCHELL CITY CODE
REGARDING ANIMALS AT LARGE.**

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

Section 1.

That Mitchell City Code Section 6-1-1 be AMENDED by changing the definition of “AT LARGE OR RUNNING AT LARGE” to read as follows:

“An animal shall be deemed to be running at large when off or away from the owner’s premises and not under the complete control of the animal’s owner, possessor, keeper, agent, servant, or a member of the owner’s immediate family by a leash no longer than six (6’) feet. An animal is not to be deemed running at large if it is within the vehicle of the animal’s owner, possessor, keeper, agent, servant, or a member of the owner’s immediate family, or if the animal is within a posted leash free park as designated by the park and recreation board of the City of Mitchell.”

Section 2.

That Mitchell City Code Section 6-1-1 be AMENDED by adding a definition for the term “COMPLETE CONTROL” to read as follows:

“A state where an animal is physically restrained by a leash from taking an action which is not desired by the animal’s owner, possessor, keeper, agent, servant, or a member of the owner’s immediate family and such restraint does actually prevent the animal from taking an undesired action. An animal is not under complete control if the animal is the aggressor in an incident where the animal is declared to be a Restricted Animal or Vicious Animal. An animal is not under complete control if controlled only by either verbal command or remote pet collar.”

Section 3.

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

Section 4.

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

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

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

ORDINANCE #O2026-09

AN ORDINANCE AMENDING SECTION 6-1-1 OF THE MITCHELL CITY CODE REGARDING ANIMALS AT LARGE.

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

Section 1.

That Mitchell City Code Section 6-1-1 be AMENDED by changing the definition of “AT LARGE OR RUNNING AT LARGE” to read as follows:

“An animal shall be deemed to be running at large when off or away from the owner’s premises and not under the complete control of the animal’s owner, possessor, keeper, agent, servant, or a member of the owner’s immediate family by a leash no longer than six (6’) feet. An animal is not to be deemed running at large under the following circumstances: if the animal is within the vehicle of the animal’s owner, possessor, keeper, agent, servant, or a member of the owner’s immediate family; if the animal is on private property with the permission of the owner or occupant and the animal is being actively monitored by its owner, possessor, keeper, agent, servant, or member of the owner’s immediate family; or if the animal is within a posted leash free park as designated by the park and recreation board of the City of Mitchell.”

Section 2.

That Mitchell City Code Section 6-1-1 be AMENDED by adding a definition for the term “COMPLETE CONTROL” to read as follows:

“A state where an animal is physically restrained by a leash from taking an action which is not desired by the animal’s owner, possessor, keeper, agent, servant, or a member of the owner’s immediate family and such restraint does actually prevent the animal from taking an undesired action. An animal is not under complete control if the animal is the aggressor in an incident where the animal is declared to be a Restricted Animal or Vicious Animal. An animal is not under complete control if controlled only by either verbal command or remote pet collar.”

Section 3.

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

Section 4.

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

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

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	August 17, 2026	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	Motion to adopt Ordinance #O2026-09, Amending Mitchell City Code Section 6-1-1 Regarding Animals at Large		
Explanation/Background of Agenda Item Requested:			

CITY OF MITCHELL

City Council Meeting Agenda Item Request



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

Meeting Date Requested:	August 17, 2026	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2026-10, Updating the Standard Cable Franchise Agreement and Renewing Existing Cable Franchises		
Explanation/Background of Agenda Item Requested:	In 2016, the City of Mitchell adopted a Standard Cable Franchise Agreement and approved cable franchises for Midco and Mitchell Telecom. This ordinance makes minor updates to several provisions of the standard franchise and renews the existing franchises for a new 5-year term with an option to extend that for an additional 5 years (the same term structure as last time).		

ORDINANCE #O2026-10

AN ORDINANCE UPDATING THE STANDARD CABLE FRANCHISE FOR THE CITY OF MITCHELL AND RENEWING EXISTING CABLE FRANCHISES.

WHEREAS, the City of Mitchell adopted a standard cable franchise agreement in August of 2016; and

WHEREAS, the term of such franchise was for 5 years with an automatic renewal of 5 years, with agreements approved for both Mitchell Telecom and Midcontinent Communications; and

WHEREAS the City desires to update the standard franchise agreement and renew the existing franchise agreements of both Mitchell Telecom and Midcontinent Communications consistent with the updated standard franchise agreement; now therefore

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

Section 1.

That the franchise granted to ATV Holdings LLC, doing business as Mitchell Telecom pursuant to Mitchell City Code (MCC) Chapter 8-10B, shall remain in place until September 18, 2026 when it is set to expire. The Mitchell Telecom Franchise Agreement will then renew under the same terms and conditions that have been previously established except as such terms may be modified by this ordinance. Such renewal shall be as provided by MCC Section 8-10B-2-4 with a new effective date of September 18, 2026.

Section 2.

In recognition of Section 1 of this ordinance, MCC Section 8-10B-9 shall be AMENDED to read as follows:

“The effective date for this Mitchell Telecom Franchise Agreement is September 18, 2026.”

Section 3.

That the franchise granted to Midcontinent Communications, doing business as Midco, pursuant to MCC Chapter 8-10C, shall remain in place until September 18, 2026 when it is set to expire. The Midco Franchise Agreement will then renew under the same terms and conditions that have been previously established except as such terms may be modified by this ordinance. Such renewal shall be as provided by MCC Section 8-10C-2-4 with a new effective date of September 18, 2026.

Section 4.

In recognition of Section 3 of this ordinance, MCC Section 8-10C-9 shall be AMENDED to read as follows:

“The effective date for this Midco Franchise Agreement is September 18, 2026.”

Section 5.

That the contact information for grantee be updated under MCC Section 8-10C-2-6 to read as follows:

“For grantee:

Midcontinent Communications
Attn: Legal Department
4020 W Cayman St.
Sioux Falls, SD 57107”

Section 6.

That subsection (O) of MCC Sections 8-10A-4, 8-10B-4, and 8-10C-4 each be AMENDED to read as follows:

“Grantee shall, upon request of the city finance officer, provide a schedule setting forth all rates and charges to be made to subscribers for basic cable service, including installation charges.”

Section 7.

That MCC Sections 8-10A-5-5, 8-10B-5-5, and 8-10C-5-5, regarding City Cable Services, are all hereby REPEALED.

Section 8.

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

Section 9.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and twenty (20) days after the completed publication, unless the referendum is invoked, this ordinance shall become effective, however the amendments to MCC Chapters 8-10A, 8-10B, and 8-10C shall not become effective until September 18, 2026.

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: _____

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:	August 17, 2026	Requested By:	
Desired Action of City Council:			
Amount Budgeted in current fiscal year for this item (if applicable):			
Agenda Item:	First Reading on Ordinance #O2026-11, Amending Provisions for City of Mitchell Discretionary Formula Districts		
Explanation/Background of Agenda Item Requested:	In this year's legislative session, changes were made to the criteria for several discretionary formula districts. The change that impacts the city the most has to do with a revision to industrial and commercial classifications and the removal of Urban Renewal Areas from those eligibility requirements. The City previously adopted several discretionary formula districts in 2023, including the industrial and commercial districts and the establishment of the Mitchell Historic Commercial Urban Renewal Area. Due to the change in state law, this ordinance would remove the industrial and commercial classification as an allowed classification in Mitchell and would also repeal the Mitchell Historic Commercial Urban Renewal Area. Since adoption, no property has used the discretionary formula under this classification.		

ORDINANCE #O2026-11

AN ORDINANCE AMENDING PROVISIONS FOR CITY OF MITCHELL DISCRETIONARY FORMULA DISTRICTS

WHEREAS the City of Mitchell has previously adopted provisions relating to the establishment and use of discretionary formula districts under Mitchell City Code Chapter 2-7; and

WHEREAS state laws have been amended regarding discretionary formula districts that require updating the City's provisions relating thereto.

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

Section 1.

That Mitchell City Code Section 2-7-2: Classes of Property Eligible for Discretionary Formula, be AMENDED to read as follows:

2-7-2: CLASSES OF PROPERTY ELIGIBLE FOR DISCRETIONARY FORMULA

The following classes of property are eligible to use the discretionary formula subject to the further provisions of this Chapter:

A. Redevelopment Neighborhoods: Any new residential structure, or addition to or renovation of an existing structure, located within a redevelopment neighborhood, if the new structure, addition, or renovation has a full and true value of five thousand dollars (\$5,000.00) or more. The structure must be located in a redevelopment neighborhood defined under MCC Section 2-7-3 below.

Any other class of property not expressly listed in this section shall not be eligible to use the discretionary formula. If a class is not adopted under this section, but a discretionary formula is established for such class under MCC Section 2-7-5, such discretionary formula shall not be used until such class is adopted by ordinance and expressly included in this section.

Section 2.

That subsection (A) of Mitchell City Code Section 2-7-3: Boundaries of Discretionary Formula Districts, be AMENDED to read as follows:

A. Mitchell Historic Commercial Urban Renewal Area. Repealed.

Section 3.

That subsection (C) of Mitchell City Code Section 2-7-4: Valuation of Eligible Properties, be AMENDED to read as follows:

- C. For properties classified under MCC Section 2-7-2(A):
 - i. During construction, the assessed value of the property may not exceed the assessed value of the property in the year preceding the beginning of construction.
 - ii. For purposes of MCC Section 2-7-5, the percentages used in the discretionary formula are limited to that portion of the assessed value that exceeds the property's assessed value in the year preceding the start of construction.

Section 4.

That subsection (D) of Mitchell City Code Section 2-7-4: Valuation of Eligible Properties, be AMENDED to read as follows:

- D. Repealed.

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 twenty (20) days after the completed publication, unless the referendum is invoked, this ordinance shall become effective.

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

Jordan Hanson – Mayor

Attest:

(seal)

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____