

## SHED INSTALLATION AGREEMENT

This Agreement ("Agreement") made and entered this 9<sup>th</sup> day of <sup>August</sup> ~~July~~, 2021, by and between the City of Mitchell, a South Dakota municipal corporation ("City"), and the Mitchell School District #17-2 ("District"), the terms of which are as follows:

WHEREAS City and District, in relation to the construction of a second ice rink at City's Mitchell Activities Center, did reach an unwritten agreement regarding the removal and replacement of two District sheds; and

WHEREAS City and District did also reach an unwritten agreement to transfer real property from District to City due to the existing property line running through the structure of the above described second ice rink; and

WHEREAS City and District wish to honor such unwritten agreements and memorialize the terms in writing.

Therefore, upon the consideration of the mutual obligations of the respective parties hereto, the parties agree as follows:

1. City shall purchase and install a 24' x 40' pole barn style shed with concrete floor and a power source. Such shed shall be substantially similar to that depicted in Exhibit A which is attached hereto and incorporated by reference.
2. The shed shall be located on District property between the football field and driveway and west of the Mitchell Activities Center. Such location is approximated in Exhibit B which is attached hereto and incorporated by reference.
3. City shall complete construction of the shed no later than September 30, 2021. District shall remove all of District's property currently housed within the ice arena within 60 days from the date City completes construction of the shed.
4. City shall not be responsible for any upgrades or add-ons that District may elect to construct in relation to the shed. City's only obligation in relation to the shed is to purchase and install the shed as specified in Section 1 above at the location specified in Section 2 above.
5. Upon completion of the shed, and if the quality of the shed construction meets the standard of care to which other contractors working on a similar project in a similar location would complete the construction of this specific shed, then District shall provide written acceptance of the shed to the City within 7 days. Such written acceptance shall acknowledge that City provides and District accepts the shed in "as-is" condition with no warranties of any nature. At the time written acceptance is provided by District, the shed shall be deemed the sole property of District.

6. District further agrees to transfer the following described real property to the City of Mitchell by general warranty deed no later than the date the written acceptance under Section 5 above is provided:

The East 439' of the South 46' of the North 1056' of Outlot A-1, located in the South 1/2 of Section 16, Township 103 North, Range 60 West of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota (Exhibit C).

7. This Agreement supersedes all prior discussions or agreements in regard to the subject matter herein and represents the entire agreement of the parties.
8. Should any provision of this Agreement be deemed unenforceable, the offending portion of such provision shall be severed and the remainder of the Agreement shall remain in full force and effect to the greatest extent permitted by law.

Signed and agreed to by the Parties this 9<sup>th</sup> day of ~~July~~<sup>August</sup>, 2021.

DISTRICT

By:

John Joseph Graves  
Superintendent

CITY

By:

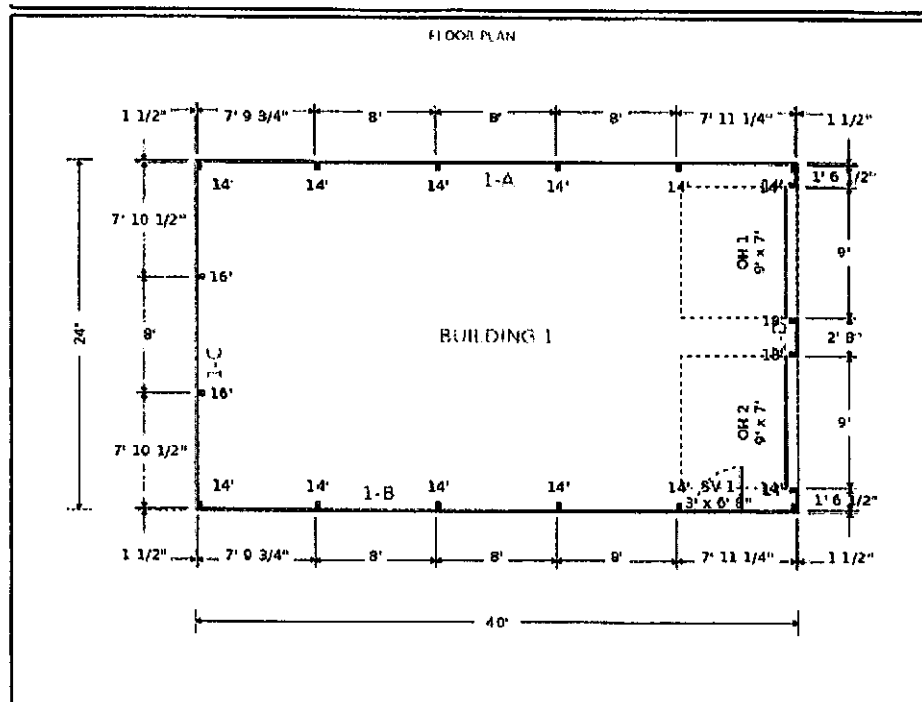
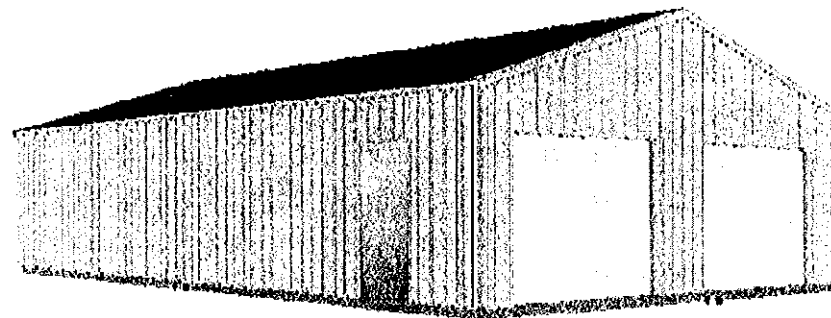
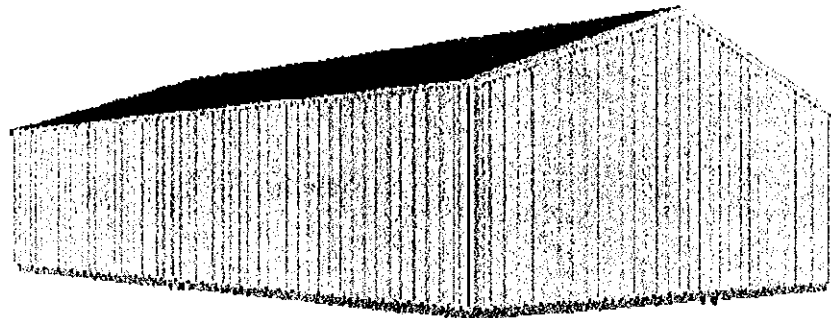
Robert B. Everson, Jr., Mayor

Attest:

Michelle Bathke, Finance Officer  
City of Mitchell, SD

(seal)

**EXHIBIT A**



**Building Information**

1. Building Use:	Code Exempt
2. Width:	24 ft
3. Length:	40 ft
4. Inside Clear Height:	8 ft
5. Floor Finish:	Concrete
6. Floor Thickness:	8 in
7. Post Foundation:	Secured To Concrete

**Wall Information**

1. Post Type:	Posts
2. Post Spacing:	8 ft
3. Girt Type:	Flat
4. Exterior Wall Panel:	Pro-Rib
5. Exterior Wall Color:	Light Stone
6. Trim Color:	Light Stone
7. Sidewall A Eave Light:	None
8. Sidewall B eave light:	None
9. Wall Fastener Location:	In the Flat
10. Bottom Trim:	Yes
11. Eave Trim:	Yes
12. Gradeboard Type:	2x10 Treated Gradeboard

**Interior Finish**

1. Wall Insulation Type:	None
2. Wall Liner Type:	None
3. Roof Condensation Control:	None

**Doors & Windows**

Name	Size	Wall
Service Door	36"x80"	1-B
Overhead Door	9' x 7'	1-D
Overhead Door	9' x 7'	1-D

**Roof Information**

1. Pitch:	4/12
2. Truss Spacing:	8 ft
3. Roof Type:	Pro-Rib
4. Roof Color:	Bronze
5. Ridge Options:	Universal Ridge Cap
6. Roof Fastener Location:	On the Rib
7. Endwall Overhangs:	0 ft
8. Sidewall Overhangs:	0 ft
9. Skylight Size:	None
10. Ridge Vent Quantity:	None
11. Ceiling Liner Type:	None
12. Purlin Placement:	On Edge
13. Ceiling Insulation Type:	None

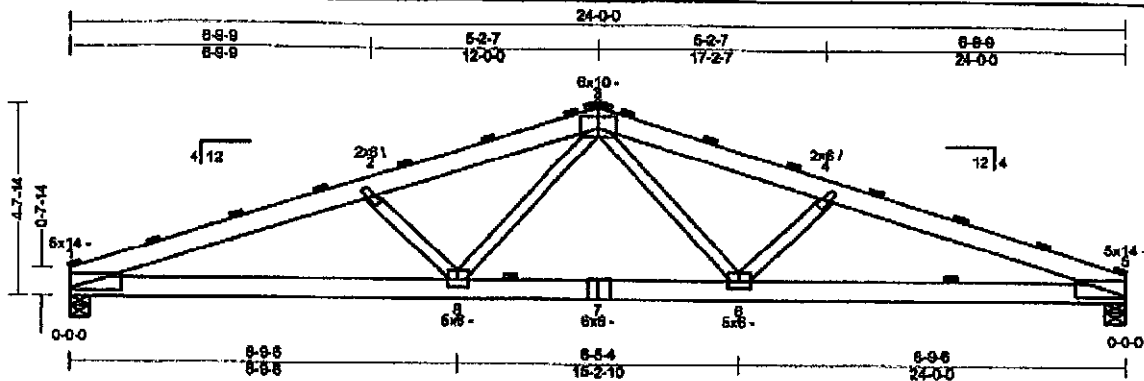
**Accessories**

1. Outside Closure Strip:	Economy Vented
2. Inside Closure Strip:	Standard
3. Gable Vent Type:	None
4. Cupola Size:	None
5. Gutters:	No
6. End Cap:	No
7. Snow Guard:	No
8. Mini Print:	Hardcopy and E-mail

Midwest Manufacturing

Truss: P2435  
 JobName: PF S10CK  
 Date: 02/16/17 12:22:48  
 Page: 1 of 1

SPAN 24-0-0	PITCH 4/12	QTY 1	OHL 0-0-0	OHR 0-0-0	CANT L 0-0-0	CANT R 0-0-0	PLYS 1	SPACING 56 in	WGT/PLY 107 lbs
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All plates shown to be Bagle 20 unless otherwise noted.

Loading (psf) TCCL: TABLE TCCL: 4 (min) BCCL: 0 BCCL: 5	General Bldg Code: IRC 2015 TPI: 2014 Reg Mbr Increase No Lumber D.O.L.: 115 %	CSI TC: 0.18 (4-9) BC: 0.72 (F-6) Web: 0.52 (3-6)	Deflection Vert TR: 0.43 in Vert LL: 0.33 in Horiz TR: 0.13 in	L/ L/643 L/835	(loc) 7 7 3	Allowed L/120 L/180
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IT	Rtg	Combin	Brz	Width	Rad	Brz	Width	Max	React	Max	Crny	Uplift	Max	Wind	Uplift	Max	Uplift	Max	Horiz
1	1		5.5 in	4.78 in				3,767 lbs					-358 lbs			-358 lbs			3 lbs
2	1		5.5 in	4.78 in				3,767 lbs					-358 lbs			-358 lbs			3 lbs

THIS TRUSS ANALYZED FOR THE FOLLOWING LOADING CONDITIONS:						
GSL (PSF)	TCCL (PSF)	TCCL (PSF)	BCCL (PSF)	TOTAL (PSF)	(MAX.) O.C Spacing	B.C. Purlin Spacing
40	24	4	5	33	9'-0"	Sheathed or Purlins at 10-0-0, Purlin design by Others.
50	30	4	5	39	8'-0"	Sheathed or Purlins at 10-0-0, Purlin design by Others.
70	40	4	5	39	6'-0"	Sheathed or Purlins at 10-0-0, Purlin design by Others.

Material  
 TC: 3PF 2100/1.8 2 x 6  
 BC: 3PF 2100/1.8 2 x 6  
 Web: 3PF Stud 2 x 4

Bracing  
 TC: Purlins at 24" OC, Purlin design by Others.  
 BC: Purlins at 120" OC, Purlin design by Others.

Loads  
 1) This truss has been designed for the effects of balanced and unbalanced snow loads for hips/gables in accordance with ASCE7 - 10 with the following user defined input: TABLE per ground snow load, Terrain Category C, Exposure Category Fully Exposed (Ce = 0.9), Risk Category I (I = 0.80), Thermal Condition Unheated (Ci = 1.2), DOL = 1.15. Unheated. Unobstructed slippery surface. If the roof configuration differs from hips/gables, Building Designer shall verify snow loads.

2) This truss has been designed for the effects of wind loads in accordance with ASCE7 - 10 with the following user defined input: 145 mph (Fortified), Exposure C, Enclosed, Gable/Rtg, Risk Category I, h = 15 ft, Not Bnd Zone Truss, Both end velds considered. DOL = 1.00

3) Minimum storage attic loading has not been applied in accordance with IRC 1607.1

4) In accordance with IRC 1607.1, minimum BCCL's do not apply.

5) This truss is designed as an agricultural truss which for the purposes of this program is defined as a structure that represents a low hazard to people and property. See BCCL-18 for installation and temporary bracing.

Member Forces

TC	BC	Web	TC	BC	Web	TC	BC	Web	TC	BC	Web	TC	BC	Web	TC	BC	Web
1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50
1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50
1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50	1.5	0.77	-4.50

JSI  
 1 - 0.94, 2 - 0.72, 3 - 0.85, 4 - 0.72, 5 - 0.94, 6 - 0.55, 7 - 0.91, and 8 - 0.95

- Notes
- 1) Unless noted otherwise, do not cut or alter any truss member or plate without prior approval from a Professional Engineer.
  - 2) When this truss has been chosen for quality assurance inspection, the Double Polygon Method per TW 1.2019/Chapter 3 shall be used.
  - 3) The fabrication tolerance for this roof truss is 0.5% (C<sub>1</sub> = 1.00).
  - 4) Building Designer shall verify self weight of the truss and other dead load materials do not exceed TCCL 4 psf.
  - 5) Building Designer shall verify self weight of the truss and other dead load materials do not exceed BCCL 3 psf.
  - 6) Design assumes minimum 2x (vertical orientation, visually graded) purlins attached to the TC at purlin spacing shown with at least 2-10d nails.
  - 7) Creep has been considered in the analysis of this truss.
  - 8) Listed wind uplift reactions based on MWFRS Only loading.

ALL PERSONS FABRICATING, HANDLING, ERECTING OR INSTALLING ANY TRUSS BASED UPON THIS TRUSS DESIGN DRAWING ARE INSTRUCTED TO REFER TO ALL OF THE INSTRUCTIONS, LIMITATIONS AND QUALIFICATIONS SET FORTH IN THE BAGLE METAL PRODUCTS DESIGN NOTES ISSUED WITH THIS DESIGN AND AVAILABLE FROM BAGLE UPON REQUEST. DESIGN VALID ONLY WHEN BAGLE METAL CONNECTORS ARE USED.

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 Dallas, TX 75236