

## City Council Agenda

City Council Chambers, City Hall, 612 N. Main Street

September 6, 2016

*The meeting start time is 6:30 PM. Committee Meetings (if any) will be first; immediately followed by the City Council Meeting.*

1. Call To Order
2. Pledge Of Allegiance
3. Invocation: Grace Reformed
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

Documents:

[08-15-16.PDF](#)

[08-22-16.PDF](#)

[08-25-16.PDF](#)

### B. Committee Meeting Minutes

Documents:

[PLANNING COMMISSION AUGUST 8, 2016.PDF](#)

[PUBLIC PROPERTIES AUGUST 15, 2016.PDF](#)

[TRAFFIC AUGUST 15, 2016.PDF](#)

### C. Declare Items As Surplus Property

Documents:

[STAFF REPORT-SURPLUS AUCTION1.PDF](#)

[2016 SURPLUS ITEMS.PDF](#)

### D. Set Date For Public Hearing October 3, 2016

*Set Date for Hearing on October 3, 2016 to consider the vacation a portion of a street described as; West 19th Avenue from the east boundary of the North Ohlman Street Right-of-way to the west boundary of the Pheasant Street right-of-way located in the NW 1/4 of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; as shown on the plat recorded July 19, 2013, Book 29, Page 17.*

Documents:

[AGENDAREQUEST19THVAC.PDF](#)

[PETITIONVACCITYCJM.PDF](#)

### E. Approve The Appointment Of The Following 5 Members To The Sports And Events Authority Committee:

*Rebecca Grace*

*Tori Robertson*

Terri Robertson  
Bryan Dixon  
LaRee Rumbolz  
Lana Hart

Documents:

[STAFF REPORT-SEA COMMITTEE.PDF](#)

#### **F. Set Date Of 09-19-2016 For Hearings**

*Hearing on the applications of Mitchell Elks Lodge for a Special Event Liquor License located at the Masonic Lodge, 112 East 5th Avenue, Mitchell on*

- \* October 1, 2016 for a Wedding*
- \* October 6, 2016 for Shrine Sportsman Fundraiser*
- \* October 8, 2016 for a Wedding*
- \* October 29, 2016 for a Wedding*

*Hearing on the application of Bates Enterprise to transfer Retail (On -Sale) Liquor License RL-5761 from Bates Enterprise, dba Big Dummy's Longhorn Bar, 108-114 North Main, Mitchell, SD to Bates Enterprise, dba Big Dummy's Longhorn Bar, 108-114 North Main, Mitchell, SD due to a change in configuration of the licensed premises to include the next building.*

*Hearing on the application of Overtime Steakhouse & Sports Bar for a Special Event Liquor License located at the Overtime Event Center, 812 North Rowley, Mitchell on October 1, 2016 for a Wedding.*

Documents:

[SET DATES1.PDF](#)  
[ELKS LODGE 10-01-16.PDF](#)  
[ELKS-SPECIAL APPLICATION.PDF](#)  
[ELKS LODGE 10-08-16.PDF](#)  
[ELKS LODGE 10-29-16.PDF](#)  
[BATES ENTERPRISE.PDF](#)  
[OVERTIME-EVENT2.PDF](#)

#### **G. Raffle Permit**

*Longfellow PTO with the drawing to be held on September 24, 2016*

Documents:

[LONGFELLOW PTO RAFFLE.PDF](#)

#### **H. Change Order 2, Waste Water Forcemain Phase II -2016-12**

*Contracted to H & W Contracting decreasing the contract amount by \$8,399.30 for final change in quantities for the project and addition of trench stabilization and open cut county road rather than bore, adjust contract amount to \$590,798.20*

Documents:

[CHANGE ORDER 2 FOR WASTE WATER FORCEMAIN PROJECT 2016-12.PDF](#)

#### **I. Change Order 1, Sidewalk Schedule A Top Grade Concrete #2016-4**

*Contracted to Top Grade Concrete increasing the contract amount by \$8,290.35 for existing conditions discovered in the field and adjustments made, adjust contract*

*existing conditions discovered in the field and adjustments made, adjust contract amount to \$55,089.90*

Documents:

[CHANGE ORDER 1 SIDEWALK 2016-4 TOP GRADE CONCRETE.PDF](#)

**J. Change Order #2, Airport Hangar Road And Parking Lot Improvements AIP #26**

*Contracted to VanderPol Dragline, Inc.increasing the contract amount by \$4,374.00 to adjust the quantities of various bid items, adjust contract amount to \$183,318.85*

Documents:

[CHANGE ORDER 2 FOR AIRPORT HANGAR ROAD AND PARKING LOT IMPROVEMENTS AIP 26.PDF](#)

**K. Approval For The Veterans Park To Apply For Grants**

Documents:

[VETERANS PARK GRANT REQUEST1.PDF](#)

**L. Gas & Diesel Competitive Quotations**

Documents:

[GAS AND FUEL-1.PDF](#)  
[AUGUST 11, 2016 FUEL.PDF](#)

**M. Pay Estimates September 6, 2016**

Documents:

[PAY ESTIMATES STAFF REPORT.PDF](#)  
[PAY ESTIMATES 09-06-16.PDF](#)

**N. 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**

Documents:

[AP PAYMENT REGISTER.PDF](#)

**6. Motion To Approve, Request Public Comment, Roll Call**

**7. Citizens Input**

*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. Veterans Park Update**

Documents:

[VETERANS PARK UPDATE 9-6-16-1.PDF](#)

**9. Lake Mitchell Advisory Committee- Fyra Proposal Request.**

*Update and budget recommendation from the Lake Mitchell Advisory Committee to conduct the Fyra study.*

Documents:

[LAKE COMMITTEE MINUTES SPECIAL MTG 8-30-16.PDF](#)

**10. Hearing:**

*On the application of Overtime Steakhouse & Sports Bar for a Special Event Liquor License located at the Overtime Event Center, 812 North Rowley, Mitchell on October 1, 2016 for a Wedding.*

Documents:

[OVERTIME-SPECIAL EVENT3.PDF](#)  
[OVERTIME-EVENT APPLICATION.PDF](#)

**11. BOARD OF ADJUSTMENT: Entertain A Motion For The City Council To Recess And Sit As The Board Of Adjustment.**

**12. Action To Set Date For Board Of Adjustment Hearing 9/19/2016**

*On the application of Shane Snyder for a back yard variance of 2 feet and a side yard variance of 2 feet for construction of two attached garages to the west and north of his residential property located at 503 N Duff St, legally described as S 82 feet of Lots 11 & 12, Block 14, Rowley's 2nd Addition, City of Mitchell, Davison County, SD.*

Documents:

[AGENDAITEMREQUESTSNYDER.PDF](#)  
[SNYDERMAP.PDF](#)

**13. RECONVENE AS CITY COUNCIL: Entertain A Motion For The Board Of Adjustment To Adjourn And The City Council To Reconvene In Regular Session.**

**14. Ordinance #2551-2017 Annual Appropriation Ordinance**

Documents:

[STAFF REPORT-2017 ANNUAL APPROPRIATION ORDINANCE.PDF](#)  
[2017 APPROPRIATION ORDINANCE 2551.PDF](#)  
[SALES TAX COLLECTIONS BY MONTH-AUG.PDF](#)  
[DAKOTA COUNSELING INSTITUTE BUDGET REQUEST.PDF](#)  
[MITCHELL MUNICIPAL BAND BUDGET REQUEST.PDF](#)

**15. 2016-27 ROCK CHIP BID AWARD**

Documents:

[2016-27 ROCK SALT AWARD AND BID TAB.PDF](#)

**16. Action To Approve Recreation Center Feasibility Study**

*Request to approve Recreation Center Feasibility Study with Counsilman-Hunsaker Operations*

Documents:

[AGENDA ITEM REQUEST.PDF](#)

**17. Action To Approve Airport Farm Ground Lease**

*Conditional Amendment to Airport Lease Agreement changing alfalfa to grass on a portion of the airport leased farm. Airport Farm Ground Lease - City Project 2015-5.*

Documents:

[STAFF REPORT.PDF](#)  
[LEASE AGREEMENT.PDF](#)

**18. Action On Resolution #3377**

*Approval of Plat: Lot 15 in Tract H Wild Oak Golf Club Addition to the City of Mitchell, Davison County, South Dakota*

Documents:

[AGENDA ITEM REQUEST- NEW LOGOL15THWILDOAK2.PDF](#)  
[3377.PDF](#)  
[PLATL15TRHWILDOAK.PDF](#)  
[L15 TH WILD OAK.PDF](#)

**19. Action On Resolution No. 3379, A Resolution Appointing Initial Members Of The Community Services Advisory Board**

Documents:

[AGENDA ITEM- RESOLUTION APPOINTING CS BOARD MEMBERS1.PDF](#)  
[RESOLUTION APPOINTING COMMUNITY SERVICES BOARD.PDF](#)

**20. Action On Resolution #3380, A Resolution Amending City Of Mitchell Water Rates And Fees**

*Resolution to set water rates to \$3.10 per unit.*

Documents:

[WATER RATE1.PDF](#)  
[RESOLUTION 3380.PDF](#)

**21. Executive Session: Entertain A Motion For The City Council To Enter Into Executive Session.**

*PERMITTED BY SDCL 1-25-2(4): Preparing for contract negotiations or negotiating with employees or employee representatives.*

**22. Motion To Adjourn**

**23. FOR COUNCIL INFORMATION: Planning Commission Minutes August 22, 2016**

Documents:

[PLANNINGCOMMMIN8222016.PDF](#)

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, Finance Officer, Public Works Director, or City Administrator.

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

August 15, 2016  
6:30 P.M.

**PRESENT:** Dan Allen, Marty Barington, Mel Olson, Steve Rice, Bev Robinson,  
Jeffrey Smith, Susan Tjarks, Dave Tronnes

**ABSENT:**

**PRESIDING:** Mayor Jerry Toomey

**AGENDA:**

Moved by Allen, seconded by Rice, to approve the following items 9-18 on the consent agenda.

9. Council Minutes from Prior Meetings.
10. Committee Minutes:
  - Planning Commission July 25, 2016, and
  - Public Health & Safety August 1, 2016.
11. Department Reports:
  - Finance (July),
  - Finance (July Sales Tax Collection Report),
  - Airport Board (June),
  - Airport (July),
  - Palace Transit (July),
  - Mitchell Park & Recreation (June),
  - Building Permits (July),
  - Water (July),
  - Fire (July),
  - Mitchell Regional Ambulance (July),
  - Police (July), and
  - Lake Mitchell Advisory Committee (July).
12. Appointment of Nikki Frederiksen to the Corn Palace Committee.
13. Raffle Requests:
  - Dakota Wesleyan University with the drawings to be held on August 26, 2016, September 3, 2016, September 17, 2016, October 15, 2016, October 22, 2016, and October 29, 2016, and
  - Dakota Wesleyan University with the drawing to be held on September 17, 2016.
14. Set date of 09-06-2016 on the following application:

Hearing on the application of Overtime Steakhouse & Sports Bar for a Special Event Liquor License located at the Overtime Event Center, 812 North Rowley, Mitchell on September 17, 2016 for a Christmas party.

15. Approval on the application of OutKasts Car Club for a Special Event for a parade permit and to close Main Street from 1<sup>st</sup> to 7<sup>th</sup> Avenue and the ½ block of all side streets excluding 1<sup>st</sup>, 5<sup>th</sup>, and 7<sup>th</sup> for the OutKasts Cruise In and Car Show on September 24, 2016. The street closures will begin at 4:00 a.m. except the 600 block or North Main and the 100 block of East 6<sup>th</sup> Avenue. Those streets will remain closed until the end of the dance.

16. Gas & Diesel Competitive Quotations:

<u><b>Meyers Oil</b></u>	Requested	Bid	Price per	Total Bid
	<u>Gallons</u>	<u>Gallons</u>	<u>Product</u>	
On Road Diesel-#2	2,700	2,700	\$1.7433	\$ 4,706.91
Off Road Diesel-#2	4,800	4,800	\$1.4633	\$ 7,023.84
		<b>Total Bid:</b>		<b>\$11,730.75</b>

<u><b>Country Pride</b></u>	Requested	Bid	Price per	Total Bid
	<u>Gallons</u>	<u>Gallons</u>	<u>Product</u>	
On Road Diesel-#2	2,700	2,700	\$1.739	\$ 4,695.30*
Off Road Diesel-#2	4,800	4,800	\$1.459	\$ 7,003.20*
		<b>Total Bid:</b>		<b>\$11,698.50*</b>

**Country Pride was the low bidder and was awarded the bid for the items marked with an asterisk.**

17. Pay Estimates:

Pay Estimate #2 in the amount of \$8,350.00 for Water Dist. System Analysis Project #2015-35 contracted to SPN & Associates,

Pay Estimate #5 in the amount of \$7,687.52 for Sidewalk Project #2016-4B contracted to Big "O" Concrete,

Pay Estimate #2 in the amount of \$1,297.50 for Swimming Pool Project-legal survey #2016-11 contracted to SPN & Associates,

Pay Estimate #3 in the amount of \$12,186.10 for Curb & Gutter-Schedule A Project #2016-14 contracted to Rexwinkel Concrete,

Pay Estimate #3 in the amount of \$10,020.11 for 6<sup>th</sup> Street Plaza Project #2016-18 contracted to CONFLUENCE,

Pay Estimate #7 in the amount of \$29,875.00 for Street & Utilities Improvement Project #2016-19 contracted to SPN & Associates, and

Pay Estimate #6 in the amount of \$16,000.00 for Sanborn Design Contract Project #2016-22 contracted to SPN & Associates.

18. 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 17, 2016 – JULY 30, 2016:** City Council \$2,913.84, Mayor \$1,212.23, City Administrator \$4,417.88, Attorney \$3,636.72, Finance \$11,632.61, Human Resources \$3,031.28, Municipal Building \$1,530.44, Information Technology \$2,201.52, Police \$58,364.44, Traffic \$4,139.84, Fire \$42,890.40, Street \$26,696.94, Public Works \$19,550.90, Cemetery \$4,135.11, Animal Control \$1,666.83, Emergency Medical Services \$10,121.93, Library \$11,844.76, Recreation & Aquatics \$25,591.75, Recreation Center \$9,310.17, Sports Complexes \$13,787.15, Parks \$23,781.78, Supervision \$4,406.56, E911 \$21,058.98, RSVP \$5,645.38, Palace Transit \$16,368.47, Nutrition \$1,042.91, Water \$5,404.05, Water Distribution \$7,588.13, Sewer \$13,565.17, Airport \$2,198.11, Waste Collection \$10,082.71, Landfill \$8,460.75, Corn Palace Maintenance \$27,678.74, Golf Course \$8,862.05.

**NEW HIRES:**

PARKS: Nathan Powell-\$37.019.

REC & AQUATICS: Haley Smith-\$9.55.

WATER: Karry Baker-\$17.368.

PALACE TRANSIT: Amber DeWitt-\$13.897, James Kropenske-\$13.897.

**SALARY ADJUSTMENTS:**

POLICE: Casey Tegethoff-\$23.272, Kevin Yeo-\$24.230.

FIRE: Jesse Bean-\$16.978, Daniel Esh-\$14.439.

CORN PALACE: Kathy Hanks-\$15.844, Tyson Allen-\$10.50, Paul Bernard-\$11.50, Glenn Grohmann-\$10.50, Daniel Koupal-\$10.00, Matthew Krall-\$9.50, Renner Mickelson-\$11.00, Skyler Mickelson-\$12.00, Tom Schoemaker-\$12.00.

GOLF: Trevor Krugman-\$10.05, Austin Calhoun-\$9.55, Taylor Haley-\$9.55.

WATER DISTRIBUTION: Dakota Bodden-\$11.05.

**WARRANTS:** A & B Business Solutions, Supplies-\$358.18; A & G Diesel, Supplies-\$62.17; A-OX Welding Supply, Supplies-\$50.60; Advance Auto Parts, Supplies-\$219.57; Advanced Entertainment Tec, Travel-\$4,775.00; Advertising Arts, Supplies-\$435.25; AFLAC, Aflac Withholding-\$4,535.45; Aflac Group, Critical Care-\$791.36; Agronomy Plus, Supplies-\$299.78; Al's Engraving,

Supplies-\$5.70; AM Best, Books-\$180.25; Ameripride Services, Supplies-\$409.90; Aqua-Pure, Supplies-\$2,875.00; Aramark, Supplies-\$540.96; Arctic Refrigeration, Repairs-\$447.67; Auto Body Specialties, Supplies-\$106.00; Avera Queen of Peace, Contract Services-\$1,243.63; Avera Queen of Peace Hospital, Supplies-\$250.34; B & L Communications, Repairs-\$2,382.66; B-Y Water District, Utilities-\$93,078.00; Bailey Metal Fabricators, Supplies-\$36.49; Baker & Taylor, Book-\$139.31; Baker Bros Electric, Supplies-\$244.86; Balloon Squad, Entertainment-\$1,490.00; Ben VandenHoek, Reimbursement-\$54.99; Bender's Sewer Cleaning, Repairs-\$2,947.50; Bierschbach Equipment & Supply, Supplies-\$1,264.48; Big Daddy D's, Contract Services-\$4,570.00; Big O Concrete, 2016-4b P.E. #5-\$7,687.52; Billy Lurken, Entertainment-\$100.00; Blackstone Audio, Supplies-\$45.00; Book Systems, Subscription-\$3,395.00; Booms Restaurant, Contract Services-\$3,064.25; Bound Tree Medical, Supplies-\$194.19; Brad Jelinek, Entertainment-\$1,000.00; Brown & Saenger, Supplies-\$1,075.50; BSN Sports, Supplies-\$3,041.96; C & B Operations, Supplies-\$211.26; Calvin Hegg, Contract Services-\$16.00; Campbell Supply, Supplies-\$1,506.46; Center Point Large Print, Books-\$86.88; Central Electric, Utilities-\$12,556.53; Century Link, Utilities-\$52.71; Claims Associates, Liability-\$720.24; Coca Cola Bottling, Supplies-\$354.31; Commercial Asphalt/Spencer Quarries, Supplies-\$23,377.48; Confluence, 2016-18 P.E. #3-\$10,020.11; County Fair, Supplies-\$120.39; Cubby's, Supplies-\$774.35; Daily Republic, Advertising-\$1,400.01; Dakota Fluid Power, Supplies-\$111.83; Dakota Pump, Supplies-\$1,645.40; Dakota Supply Group, Supplies-\$751.49; Dakota Transit, Travel-\$300.00; Dakota Two-Way, Repairs-\$75.00; Dale Steffen, Service-\$90.00; Danko Emergency Equipment, Supplies-\$728.56; Darrington Water, Rental-\$77.80; Datamaxx Applied Technology, Renewal-\$144.00; Davison Rural Water Systems, Utilities-\$90.15; Demco, Supplies-\$256.39; Dependable Sanitation, Contract Services-\$19,880.00; Department of Social Services, Child Support-\$1,489.99; Dick's Towing, Police Tow-\$300.00; Dogpoopbags, Supplies-\$420.44; Domino's Pizza, Supplies-\$42.45; Dug Out, Contract Services-\$659.75; ELO Prof, Professional Service-\$11,000.00; Emergency Education, Training-\$120.00; Evan Jones, Entertainment-\$450.00; Express 2, Supplies-\$73.02; Farmers Alliance, Supplies-\$9.39; Farmer-Bocken, Supplies-\$3,903.23; Fastenal, Supplies-\$190.62; Flower Power Concerts, Entertainment-\$50,000.00; Gale, Books-\$463.04; Gary Allan Tours, Entertainment-\$70,000.00; Graham Tire, Supplies-\$786.00; Grainger, Supplies-\$458.59; Great Lakes Higher Education, Garnishment-\$195.59; Great Western Tire, Supplies-\$1,138.80; Grey House Publishing, Book-\$271.75; Happy Memories Band, Entertainment-\$250.00; Harve's Pro Prints, Supplies-\$12.00; Harve's Sport Shop, Supplies-\$71.90; Hauge Associates, Garnishment-\$123.53; Hawkins, Supplies-\$6,250.52; HD Supply Waterworks, Supplies-\$18,107.57; Henke Tractor Repair Shop, Mower-\$1,250.00; Henry Schein, Supplies-\$291.00; Hohn's Services, Contract Services-\$240.00; Honda of Mitchell, Supplies-\$50.95; I-State Truck Center, Supplies-\$230.33; IAYM Membership-\$470.00; ICAN, Advertising-\$417.00; Ingram Library Services, Book-\$1,449.13; Integrity Transcription, Transcribing Service-\$388.35; Intellipro Security, Supplies-\$123.75; Interstate Office Products, Supplies-\$375.87; JCL Solutions,

Maintenance-\$585.29; Jennifer Coats, Supplies-\$174.99; Jeremy Nielsen, Reimbursement-\$32.50; Jones and Company, Entertainment-\$950.00; Jones Supplies, Supplies-\$3,298.29; Joshua D Rempfer, Supplies-\$2,617.50; Judd Hoos, Entertainment-\$3,500.00; Kimball-Midwest, Supplies-\$187.85; KJAM-AM/Alphamedia USA, Contract #6467-C.P.-\$650.00; Krohmer Plumbing, Supplies-\$709.49; KSFY, Advertising-\$2,180.00; Lakeview Veterinary Clinic, Rent-\$2,693.18; Law Towing & Recovery, Vehicle Tow-\$300.00; Light & Siren, Service-\$6,798.00; Marco Technologies, Contract Services-\$45.97; McFarland Supply, Supplies-\$667.51; McLeod's Printing, Supplies-\$398.00; Mebius Nursery & Landscaping, Supplies-\$165.00; Mega Wash, Repairs-\$20.00; Menard's, Supplies-\$1,487.87; Meyers Oil, Supplies-\$3,723.84; Midcontinent Communication, Utilities-\$353.00; Midwest Turf & Irrigation, Supplies-\$146.44; Mitchell Area Chamber of Commerce, 2016 Funding-August-\$3,125.00; Mitchell Area Convention Visitors Bureau, 2016 Funding-August-\$21,875.00; Mitchell Area Development, 2016 Funding-August-\$6,250.00; Mitchell Iron & Supply, Supplies-\$221.84; Mitchell Park & Recreation, Basketball Revenue-\$435.00; Mitchell Plumbing & Heating, Repairs-\$379.74; Mitchell School District, Utilities-\$1,377.38; Mitchell Telecom, Utilities-\$2,183.13; Mitchell United Way, United Way Deductions-\$175.42; Mueller Lumber, Supplies-\$72.50; Muth Electric, Maintenance-\$3,009.26; Napa Auto Parts, Supplies-\$196.16; Newman Traffic Signs, Supplies-\$278.26; National Independent Health Club Association, Membership-\$99.00; North Central Seed, Supplies-\$500.00; Northwestern Energy & Communications, Utilities-\$67,673.60; OCLC, Subscription-\$308.15; One Source, Professional Service-\$158.00; Overdrive, Supplies-\$1,103.92; Palace Cleaners, Supplies-\$35.00; Palace Transit, Advertising-\$360.00; Papa Murphy's Pizza, Supplies-\$91.00; Paul's Towing, Police Tow-\$170.00; Paulson Air, Repairs-\$346.40; Penguin Random House, Supplies-\$60.00; Pepsi Cola, Supplies-\$115.86; Phil Baker, Entertainment-\$500.00; Pro-Build, Supplies-\$379.91; Proquest, Supplies-\$391.67; Pt Enterprise, Rent-\$300.00; Qualified Presort, Mailing Service-\$577.36; Quality Catering, Contract Services-\$896.00; Quill, Supplies-\$55.99; Rausch, Sturm, Israel, Enerson & Hornik Attorney at Law, Garnishment-\$237.81; Reader's Den, Books-\$147.39; Recorded Books, Books-\$744.02; Recreonics, Parts-\$340.50; Rexwinkel Concrete, 2016-14A P.E. #3-\$12,186.10; Right-A-Way Applicators, Deposit-\$1,500.00; Rita's Place, Contract Services-\$630.00; River Cities Public Transit, Software-\$204.00; Ron's Bicycle and Locksmith, Supplies-\$3.50; S & M Printing, Supplies-\$210.00; Sadie Omland, Refund-\$47.70; Saga Communications of South Dakota, Advertising-\$837.00; Santel Communications, Utilities-\$106.16; Schmucker Paul & Nohr, 2015-35 P.E. #2-\$55,522.50; Schoenfelder Construction, Supplies-\$480.00; Scott Supply, Supplies-\$951.52; South Dakota Association of Rural Water, Annual Dues-\$1,100.00; South Dakota Department of Public Safety, Professional Service-\$3,090.00; South Dakota Department of Environment & Natural Resources, Application Fee-\$500.00; South Dakota Department of Environment & Natural Resources, July Fees-\$2,461.20; South Dakota Department of Health, Lab-\$525.00; South Dakota Department of Revenue, License Plates-\$2.20; South Dakota Federal Property Agency, Supplies-\$12.00; South Dakota Newspaper

Services, Advertising-\$2,184.84; South Dakota One Call, Professional Services-\$263.55; South Dakota Public Assurance Alliance, Liability-\$116.00; South Dakota Retirement System, South Dakota Retirement Systems-\$43,822.75; South Dakota State Historical Society, Microfilm-\$28.80; South Dakota-Supplemental Retirement, Supplemental Retirement-\$3,441.66; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$300.00; Shah Software, Licensing-\$13,728.00; Sheehan Mack Sales & Service, Supplies-\$2,693.33; Sheltered Reality, Entertainment-\$400.00; Sherwin-Williams, Supplies-\$3,626.76; Shopko, Supplies-\$45.94; Sign Pro, Supplies-\$39.78; Sirchie Finger Print Labor, Supplies-\$209.20; South Central Fire District, Annual Dues-\$50.00; Sport Videos, Supplies-\$370.00; Standard Insurance Company, Life Insurance-\$1,113.72; State Disbursement Unit, Child Support-\$200.00; Steve GRYB, Entertainment-\$1,250.00; Sturdevant's Auto Parts, Supplies-\$1,790.38; Subway, Meals-\$74.00; Sun Gold Sports, Supplies-\$112.00; Teamsters Local No. 120, Union Dues-\$715.00; Tessier's, Supplies-\$3,691.88; The Center for Western Studies, Books-\$27.50; Theatrical Media Services, Rental-\$27,100.00; Thomas Gulledge, Supplies-\$6.33; Thomson Reuters - West ,Books-\$583.00; Thune True Value Hardware, Supplies-\$388.90; Ticketforce, Ticketing Fees-\$1,397.90; TK Electric, Repairs-\$661.85; TMA Stores, Repairs-\$1,266.76; TMB Productions, Entertainment-\$72,500.00; TMB Productions, Entertainment-\$2,500.00; Townsquare Media-Sioux Falls, Advertising-\$1,820.00; Tractor Supply Credit Plan, Supplies-\$255.94; Trizetto Provider Solution, Service Contract-\$66.64; Ultramax, Supplies-\$423.00; United Way & Volunteer Service, Copies-\$8.90; United Parcel Service Store #4227, Shipping-\$117.27; USA Blue Book, Supplies-\$119.90; Van Diest Supply, Supplies-\$4,023.35; Variety Foods, Supplies-\$325.07; Vast Broadband, Utilities-\$55.03; Verizon Wireless, Utilities-\$2,210.07; Walmart, Supplies-\$335.72; West River Beverage, Supplies-\$190.00; Weston Frank, Entertainment-\$200.00; Wheelco Brake & Supply, Supplies-\$442.70; Wholesale Electronics, Supplies-\$79.64; Williams Music & Office Equipment, Repair-\$50.00; Wright Brothers Aviation, Maintenance Contract-\$500.00; Yellow Rose Productions, Entertainment-\$37,500.00; Zuercher Technologies, Annual Maintenance-\$19,303.73; The City of Mitchell, Health Insurance-\$173,283.00; First National Bank, Landfill Construction-\$23,071.40; First National Bank, Water Tower SRF-\$27,733.56; First National Bank, Landfill Construction-\$23,071.40; First National Bank, B-Y Drinking Water-\$51,934.64; First National Bank, Foster St Lift Station-\$23,315.66; South Dakota State Treasurer, Sales Tax-\$19,359.17; Dakotacare, Flex Expense-\$4,956.49; Dakotacare, Flex Service-\$251.75; Dakotacare, Insurance Premiums-\$139,077.99; Library Fines, 1,891.75.

Members present voting aye: Allen, Barington, Olson, Rice, Robinson, Smith, Tjarks, Tronnes. Motion carried.

### **CITIZENS INPUT:**

Mitchell High School Cross Country team and their parents asked City Council Members to allow the team to periodically practice and compete on the Lakeview Golf course. The team currently

runs at the Cadwell Sports Complex, which presents a high risk for injuries. The team is hosting the Eastern South Dakota Conference meet in October and would like to use the golf course. Golf Course Director Kevin Thurman informed the City Council that golfing and hosting a cross country event serves as a liability to the City of Mitchell along with damage to the greens. Testimony was heard from both sides in favor and those in opposition of the proposal. No action was taken at this time.

### **COMMITTEE REPORTS:**

#### **Public Properties:**

The Public Properties met on August 15, 2016 at 6:30 p.m. with the following:

A request for street lights at Torrey Pines in the UBC Development was approved.

A request to install lights on West Spruce from Rowley to Ohlman was approved.

Moved by Allen, seconded by Robinson, to approve the Public Properties report. Motion carried.

#### **Traffic:**

The Traffic Commission met on August 15, 2016 at 6:40 p.m. with the following:

The committee approved to remove the north "10 Minute" parking space in the 500 Block of North Main.

A request from Pastor Carroll Torberson of Grace Baptist Church, located at 600 South Edmunds Street, to designate the first parking spot west of the sidewalk leading up to Grace Baptist Church in the 400 Block of West Douglas as a handicapped parking spot was approved.

A request from a resident to place a yield sign at the intersection of Douglas and Wisconsin for north and south traffic was denied.

Discussion on whether to put stop signs at 1<sup>st</sup> & Foster intersection was discussed. Chief Lyndon Overweg stated that he would get the 2013 Traffic Study to the Traffic Commission.

Moved by Rice, seconded by Olson, to approve the Traffic report. Motion carried.

### **HEARINGS:**

It was advised that this is the date and time set for hearing on the application to transfer Retail (On-Off Sale) Malt Beverage License RB-3833 from PRG Mitchell, LLC dba Marco's Pizza, 605 South Sanborn Avenue, Mitchell, South Dakota to PRG Mitchell, LLC dba Marco's Pizza, 605 South Sanborn Avenue, Mitchell, South Dakota due to a change in configuration of the licensed premises to include the patio. Background check was recently completed on their Malt Beverage renewal. Property taxes are current. Notice of hearing has been given and affidavit of

publication is on file. Moved by Tjarks, seconded by Tronnes, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Marco's Pizza, 605 South Sanborn Avenue, Mitchell, South Dakota to obtain a Retail (On-Off Sale) Wine License. This license does not include video lottery. Notice of hearing has been given and affidavit of publication is on file. Moved by Allen, seconded by Olson, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of the James River Archers, Alexandria, South Dakota for a Special Event Liquor License located at the National Guard Armory on August 20<sup>th</sup>, 2016 for a wedding dance. Notice of hearing has been given and affidavit of publication is on file. Moved by Olson, seconded by Robinson, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of the Palace City Lions Club for a Special Event Malt Beverage License located at the Horseman's Sports Arena on August 17, 2016 for the Bull Bash. Notice of hearing has been given and affidavit of publication is on file. Moved by Tronnes, seconded by Allen, to approve said application. Motion carried.

#### **BOARD OF ADJUSTMENT:**

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

#### **HEARINGS:**

It was advised that this is the date and time set for hearing on the application of Sara Bailey for a conditional use permit to operate a family residential child care facility in her home located at 308 East 7<sup>th</sup> Avenue, legally described as Lot 9, Block 1, Rowley's 1<sup>st</sup> Addition, City of Mitchell, Davison County, SD. Zoned R2 Single Family Residential. Notice of hearing has been given and affidavit of publication is on file. The Planning Commission recommended approval of said application with the following conditions: permit is non-transferrable, permit will expire if daycare is not operated for a period of six months or longer, pass a fire inspection, and no parking and no drop off on 7<sup>th</sup> Avenue. Moved by Olson, seconded by Tjarks, to approve said application with the following conditions: permit is non-transferrable, permit will expire if daycare is not operated for a period of six months or longer, and pass a fire inspection. Motion carried.

It was advised that this is the date and time set for hearing on the application of Angela and Bonnie Jones (applicant) and Boyd and Kay Reimnitz (owner) for a conditional use permit to operate a home occupation/retail business and display of art work in the applicants' home located at 414 West 7<sup>th</sup> Avenue, legally described as East ½ of Lots 9 & 10, Block 3, Rowley's 2<sup>nd</sup> Addition, City of Mitchell, Davison County, SD. Zoned R2 Single Family Residential. Notice of hearing has been given and affidavit of publication is on file. The Planning Commission

recommended approval of said application with the condition that the applicant be permitted to install a banner/sign not to exceed 30 square feet. Moved by Allen, seconded by Smith, to approve said application with the condition that the applicant be permitted to install a banner/sign not to exceed 30 square feet. Motion carried.

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

### **RESOLUTIONS:**

Moved by Robinson, seconded by Olson, to table Resolution #3374, The North 740.06 feet of the South 1,446.00 feet of the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota; specifically including previously platted portions of Livesay Lane and Jamaicas Avenue, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota, as recorded in Plat Book 30 on Page 20; but specifically excepting the following parcels: Lot 7, Block 2 of CJM Second Addition in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota, as recorded in Plat Book 30 on Page 10; Lot 12, Block 2 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 31 on Page 20; Lots 4 and 5, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota, as recorded in Plat Book 30 on Page 20; Lot 6, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 21 on Page 42; Lot 7, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 32 on Page 14; Lot 9, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 31 on Page 37; Lot 12, Block 9 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 29 on Page 25; and Block 2 and Block 9 of CJM Second Addition, and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 18 on Page 59 to the Special City Council meeting On August 22, 2016. Motion carried.

Moved by Allen, seconded by Rice, to adopt Resolution #3375, A Resolution approving the Addendum to Agreement Relating to a Land Swap Transaction Concerning a Portion of West 19<sup>th</sup> Avenue and West 20<sup>th</sup> Avenue Between North Ohlman Street and Pheasant Street, as follows:

### **RESOLUTION NO. 3375**

A RESOLUTION APPROVING THE ADDENDUM TO AGREEMENT RELATING TO A LAND SWAP TRANSACTION CONCERNING A PORTION OF WEST 19<sup>TH</sup> AVENUE AND WEST 20<sup>TH</sup> AVENUE BETWEEN NORTH OHLMAN STREET AND PHEASANT STREET

IT IS RESOLVED by the City Council of the City of Mitchell, SD that the City wishes to adopt the "Addendum to Agreement" as it relates to a land swap transaction concerning a portion of West 19<sup>th</sup> Avenue and West 20<sup>th</sup> Avenue between North Ohlman Street and Pheasant Street, however the Council will hear in due course any supplemental matters further necessitated by the plan contained in the "Addendum to Agreement" and shall not be bound by the adoption of said agreement.

IT IS FURTHER RESOLVED by the City Council of the City of Mitchell, SD that the Mayor of Mitchell, SD, is by these presents authorized, pursuant to SDCL 9-1-5, on behalf of the City of Mitchell, to execute the "Addendum to Agreement" so long as it is in substantially the same form as has been presented to the Council.

Motion carried and resolution declared duly adopted.

**ORDINANCES:**

Moved by Tronnes, seconded by Olson, to place Ordinance #2548, An Ordinance Revising and Reorganizing Mitchell City Code Chapter 8-10 and the Articles thereof by Establishing a standard franchise agreement for cable systems providing video programming in the City of Mitchell, South Dakota; setting forth conditions accompanying the grant of a franchise; providing for regulation and use of the system; and prescribing penalties for the violation of its provisions on second reading. Motion carried. Moved by Allen, seconded by Rice, to adopt Ordinance #2548, as follows:

**ORDINANCE NO. 2548**

AN ORDINANCE REVISING AND REORGANIZING Mitchell City Code Chapter 8-10 and the Articles thereof by ESTABLISHING a standard franchise agreement for cable systems providing video programming in the City of Mitchell, SD; setting forth conditions accompanying the grant of a franchise; providing for regulation and use of the system; and prescribing penalties for the violation of its provisions.

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

**Section 1.**

That a NEW SECTION be added to the Mitchell City Code as Section 8-10-1 which shall read:

**8-10-1: STANDARD CABLE FRANCHISE EMPLOYED:**

- A. The City intends, by the adoption of a Standard Cable Franchise, to bring about the continued development and maintenance of one or more cable systems. Such activity shall contribute significantly to the communication needs and desires of many.

- B. This Standard Cable Franchise shall be codified as Article A of Chapter 8-10 which shall be titled "STANDARD CABLE FRANCHISE" with such provisions and sections as provided in this ordinance.
- C. All persons operating a Cable System shall be required to first obtain a Cable Franchise from the City of Mitchell, unless applicable federal or state law shall prohibit such a requirement.
- D. Each individual Cable Franchise granted in the City of Mitchell shall be codified in its own Article to Chapter 8-10 of the Mitchell City Code and be titled after the company to which the franchise is granted. All franchises granted shall substantially conform to the Standard Cable Franchise as codified under Article A of Chapter 8-10 of the Mitchell City Code.

Section 2.

That a NEW ARTICLE TO AN EXISTING CHAPTER be added to the Mitchell City Code as Article A of Chapter 8-10 to be titled STANDARD CABLE FRANCHISE with sections as further provided below:

**8-10A-1: SHORT TITLE AND DEFINITIONS**

**8-10A-1-1: SHORT TITLE:**

This Ordinance shall be known and cited as the "*Insert Grantee Name*" Television Franchise Ordinance or as the "*Insert Grantee Name*" Franchise Agreement.

**8-10A-1-2: DEFINITIONS:**

For the purposes of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory. *This section may be incorporated by reference in individual cable franchises.*

A. "Affiliate" means any entity controlling, controlled by, or under common control with the entity in question.

B. "Applicant" shall mean and refer to a potential Grantee seeking an initial grant of a Franchise and does not include a Grantee seeking renewal of an existing Franchise.

C. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the

Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §543(b)(7).

D. "Cable Programming Service" means any Video Programming provided over a Cable System, regardless of service tier, other than:

Video Programming carried on the basic service tier;

Video Programming offered on a pay per channel or pay per program basis; or

A combination of multiple channels of pay per channel or pay per program Video Programming offered on a multiplexed or time shifted basis so long as the combined service consists of commonly identified Video Programming and is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. §543(1)(2) and 47 C.F.R. 76.901(b) (1993).

E. "Cable Service" means the one-way transmission to Subscribers of Video Programming, or other programming service, and Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming service.

F. "Cable System" or "System" shall have the meaning ascribed to it under 47 USC §522(7).

G. "City Council" or "Council" means the Mitchell, South Dakota City Council.

H. "Commercial Subscriber" means a Subscriber primarily utilizing Cable Services or a Grantee's Cable System in connection with carrying on a business, whether for profit or non-profit.

I. "Drop" means the cable or wire that connects the distribution portion of a Cable System solely to a Subscriber's premises; which shall typically be from a Subscriber's residence to the adjacent public way or easement usable for cable purposes.

J. "Franchise" means an initial authorization, or renewal thereof issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or

otherwise, which authorizes the construction or operation of a Cable System or other MVPD facility.

K. "Franchise Area" means the area within the legal boundaries of the Grantor as they now or in the future exist.

L. "Grantee" is "*insert name of franchisee*", its agents and employees, lawful successors, transferees or assignees.

M. "Grantor" or "City" is the City of Mitchell, SD.

N. "Gross Revenues" shall refer, without limitation, to all revenues of any type earned, accrued, or received by the Grantee, net of bad debts, which are derived from the operation of the Cable System to provide Cable Services, including, but not limited to, revenues directly received by the Grantee or an affiliate of the Grantee in respect to Cable Services from subscribers or users of the system for: 1) Basic Cable Services; 2) additional tiers; 3) premium services; 4) pay per view programming; 5) electronic program guides; 6) installation, disconnection or service call fees; 7) fees for the provision, rental or lease of converters, remote controls, additional outlets and other customer premises equipment; 8) the use of leased access channels; 9) other fees collected by the Grantee in respect to the provision of Cable Service; 10) the Grantee's lease of any part of the Cable System to a third party; 11) advertising revenues from the System; 12) revenues received by Grantee from home shopping programming. The term "Gross Revenues" does not include taxes imposed by any municipal, state, or other governmental unit.

O. "Low Density Area" means any area in the Franchise Area with less than 5 potential or actual Subscribers per one quarter (1/4) mile.

P. "Multichannel Video Program Distributor" (or "MVPD") means a Person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, an OVS provider, or a television receive-only satellite program distributor, who makes available for purchase, by Subscribers or customers, multiple channels of video programming.

Q. "Open Video Services" or "OVS" means any video programming services provided to any Person by a Grantee certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. 573, as may be amended, regardless of the Facilities used.

R. "Pay Television" means the delivery over the System of pay per channel or pay per program audio visual signals to Subscribers for a fee or

charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

S. "Person" is any natural person, firm, partnership, association, corporation, company, or other legal entity.

T. "Residential Subscriber" means a subscriber utilizing Cable Services or a Grantee's Cable System for personal or household use; not in connection with carrying on a business.

U. "Standard Installation" means any residential installation which can be completed using a drop of one hundred fifty (150) feet or less.

V. "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right of way now or hereafter held by Grantor.

W. "Subscriber" means any Person who lawfully receives Cable Service.

X. "Video Programming" means programming provided by, or generally considered comparable to programming provided by a television broadcast station.

#### **8-10A-2: GRANT OF AUTHORITY AND GENERAL PROVISIONS**

##### **8-10A-2-1: FRANCHISE REQUIRED:**

It shall be unlawful for any Person to construct, operate, or maintain a Cable System or MVPD facility or to provide Cable Service, Video Programming, or other MVPD services, including OVS, in the City of Mitchell, SD without a Franchise authorizing the same, unless applicable federal or state law prohibits the Grantor's enforcement of such a requirement.

##### **8-10A-2-2: GRANT OF FRANCHISE:**

A Franchise that is granted in the City shall be subject to the terms and conditions contained in each individual Franchise.

##### **8-10A-2-3: GRANT OF NON-EXCLUSIVE AUTHORITY:**

A. A Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in Franchise Area, poles, wires, cables, underground conduits, manholes, and other television conductors

and fixtures necessary for the maintenance and operation in Franchise Area of a Cable System.

B. A Franchise shall be nonexclusive, and Grantor reserves the right to grant a similar use of said Streets to other Persons at any time, provided, however, that all Franchises shall contain substantially similar terms and conditions as this Franchise. In order that one Person is not granted a competitive advantage over another, in the event a Person commences provision of Cable Services without a Franchise or is granted a Franchise to provide Cable Services by the Grantor, the terms and conditions of which differ with this Franchise, Grantee shall have the right either (i) to opt in to the competitor's Franchise by providing ten (10) days prior written notice to the Grantor; or (ii) to petition the Grantor for modifications to its Franchise, in which case the Grantor shall work in good faith with the affected Grantee(s) to review and adopt modifications which the Grantee(s) deem necessary, review and approval by Grantor shall not be unreasonably denied.

C. Every Franchise shall apply to the entire Franchise Area of the Grantor, as it exists now or may later be configured.

D. Neither City nor Grantee(s) may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any other ordinance and this Franchise, the Franchise shall control.

**8-10A-2-4: FRANCHISE TERM:**

Unless renewed, revoked, or terminated sooner as herein provided, a Franchise shall be in effect for a period of up to five (5) years from the effective date of an individual Franchise, with an automatic renewal term of up to an additional five (5) years unless notice of non-renewal is provided 6 months in advance of expiration.

**8-10A-2-5: TERRITORIAL AREA INVOLVED:**

A. Grantee shall provide Cable Services to any and all Persons requesting same at a location within the Franchise Area as such area boundaries may exist from time to time. No line extension charge or comparable charge shall be imposed on any current or potential subscriber when located within the franchise area except as further provided by this section.

B. Grantee shall not be required to extend its lines or provide Cable Service any sooner than electric utility service is available to the Subscriber's location. Grantee shall provide service to a requesting

Subscriber within a reasonable amount of time which in no event shall exceed three (3) months.

C. Grantee may choose either alternative C1 or alternative C2, relating to line extensions in Low Density Areas, which such choice shall be effective for the entire Franchise Term. *Alternative C1 or alternative C2 shall be inserted in an individual franchise in place of this section.*

C1. Prior to providing service in Low Density Areas to Residential Subscribers, a Grantee may require a Residential Subscriber to commit to an initial service agreement of up to three (3) years, subject to the following restrictions:

1. A Grantee shall not require a Residential Subscriber to pay a line extension charge or comparable charge as a condition precedent to the provision of service.
2. An agreement shall not require a Residential Subscriber to maintain services in excess of the stand-alone rate of Basic Cable Service. However, a Residential Subscriber and Grantee are not restricted from agreeing on the provision of additional services so long as Subscriber may cancel such additional services.
3. An agreement shall be terminable by a Residential Subscriber at any time upon reasonable notice. However, said agreement may contain a provision requiring payment of a line extension charge that shall only be applicable if, prior to the end of the three (3) year term, the Residential Subscriber terminates service entirely or the Residential Subscriber reduces Subscriber's services to a monthly rate less than the stand-alone rate of Basic Cable Service.
4. Any such line extension charge shall be reasonable and shall be pro-rated and reduced by the number of months the Residential Subscriber maintained service and must take into consideration any subsequent development in the area.
5. At the option of Subscriber, Subscriber may, as an alternative to signing an initial service agreement, agree to pay a line extension charge.
6. The provisions of this subsection shall not apply to any existing or potential Commercial Subscriber and, with a Commercial Subscriber, Grantee is not prohibited from reaching agreements or charging a line extension charge that would otherwise be prohibited with a Residential Subscriber.

C2. Grantee shall not require a Subscriber to pay a line extension charge or comparable charge in Low Density Areas.

D. Notwithstanding subsection A of this section, a Grantee may charge a uniform Standard Installation fee. Grantee may also charge a Drop fee for Drops exceeding the Standard Installation length of one hundred fifty (150') feet but shall only charge for the incremental cost beyond one hundred fifty (150') feet, which amount shall be reasonable.

**8-10A-2-6: WRITTEN NOTICE:**

All notices, reports, or demands required to be given in writing under this Ordinance shall be deemed to be given when delivered personally to the party listed below:

For City:

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

For Grantee:

*"Insert Grantee Address"*

**8-10A-3: APPLICATION FOR NEW FRANCHISE:** This section and its subsections may be incorporated by reference in individual cable Franchises.

**8-10A-3-1: WRITTEN APPLICATION REQUIREMENTS:**

An application for an initial Franchise to provide Video Programming shall be in writing on a form provided by the City which shall contain where applicable:

A. Applicant name and business address of Applicant.

B. A statement as to the proposed Franchise Area, and whether Applicant holds an existing authorization to access the Rights of Way in the City and a map of the areas where such authorization exists if for an area other than the entire City.

C. Resume of prior history of Applicant, including the legal, technical, and financial expertise of Applicant in the Cable Service field, as well as a list of any other municipalities or areas where Applicant has provided Cable Service or is so providing at the time of application.

D. List of officers, directors, and managing employees of Applicant and resumes of each.

E. A proposed construction and schedule to provide Cable Service or Video Programming to Subscribers.

F. A certificate of insurance consistent with the requirements of this Ordinance.

G. A description of the Cable System the Applicant intends to build, including its capacity, the types of equipment proposed for use and the Cable Services or Video Programming which will be offered.

H. A description of the financial qualifications of the Applicant to construct and operate the System including a balance sheet, income statement, sources and uses of funds statement, and pro forma projections for at least three (3) years of operation subsequent to System completion.

I. A proposed plan for Public, Educational, and Government Access Channels, including funding, facilities, and equipment and capacity on the System to be dedicated for educational and governmental use.

#### **8-10A-3-2: REVIEW OF NEW APPLICATION:**

The Initial Franchise Application may be evaluated according to the following criteria, and approved within one hundred eighty (180) days after City deems the Application is complete. In the event Applicant is already authorized to occupy the Rights of Way, the time for review and approval will be ninety (90) days.

A. The evidence of legal, technical, and financial ability required in the Applicant's proposal will be such as to assure the ability to complete the entire System within a reasonable time from the date the Franchise is granted. The City will also consider the Applicant's ability to operate the System and provide the necessary Cable Services or Video Programming in compliance with the terms of this Ordinance.

B. The City Administrator or designee shall prepare a report and make his or her recommendations respecting such application to the City Council.

C. A public hearing shall be set prior to any grant of a Franchise, at a time and date approved by the City Council. Within thirty (30) days after the close of the hearing, the City Council shall make a decision based upon the evidence received at the hearing as to whether or not the Franchise(s) should be granted, and, if granted subject to what conditions, including those imposed by SDCL 9-35-3.

D. The City may consider any additional information that it deems applicable.

**8-10A-4: CONSTRUCTION, OPERATIONS STANDARDS AND CONDITIONS ON STREET USE:**

A. A Grantee shall obtain all required permits from Grantor before commencing any construction upgrade or extension of the System.

B. The Grantee shall not be subject to permit fees except for any fees or costs associated with repairs of Streets or other infrastructure necessitated by Grantee's operations.

C. If, at any time during the period of this Franchise, Grantor shall elect to alter, or change the grade or location of any Street, alley, or other public way, a Grantee shall, at its own expense, upon reasonable notice by Grantor, remove and relocate its poles, wires, cables, conduits, manholes, and other fixtures of the System. If Grantor reimburses other occupants of the Street, a Grantee shall be likewise reimbursed.

D. A Grantee shall, on request of any Person holding a moving permit issued by Grantor, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and a Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

E. A Grantee shall have the authority to trim vegetation or any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of Grantor so as to prevent such vegetation or trees from coming in contact with the wires and cables of the Grantee.

F. Nothing contained in this Ordinance shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's System or facilities; nor shall Grantee be so relieved of liability arising out of its failure to exercise reasonable care to avoid injury to any Person's property.

G. In areas where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground. In any area where one or more public utilities are aerial, Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole, subject to any future requirement of City to have such aerial utilities placed underground.

H. A Grantee shall at all times construct and operate its System in accordance with applicable FCC Technical specifications.

I. In the event that the use of any part of the System is discontinued for any reason, except for non-use arising from discontinued service by a Subscriber, for a continuous period of twelve (12) months, or in the event such Systems or property has been installed in any Street or public place without complying with the requirements of this Ordinance, or the rights granted hereunder have been terminated, cancelled or have expired, Grantee shall, subject to the rights of the City to acquire the abandoned portions of the System as specified in subsection (J) of this section, promptly remove from the Streets, or public places all such property and poles of such System other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly restore the Street or other area from which such property has been removed to a condition satisfactory to the City.

J. Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.

K. All cable and passive equipment for reception of Cable Services installed by Grantee at a Subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment. Upon termination of Cable Service to any Subscriber, the Grantee shall promptly remove all its above ground facilities and equipment from the premises of such Subscriber upon the Subscriber's request.

L. No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the designated representative of the City Council with regard to locations, height, type, or any other pertinent aspect, which approval shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City Council or its designated representative determines that the public convenience would be enhanced thereby.

M. Where poles or other wire-holding structures already existing in use in serving the City are available for use by Grantee, but it does not make arrangements for such use, the City Council may require the Grantee to use such poles and structures if it determines that the public convenience

would be enhanced thereby and the terms of the use available to the Grantee are just and reasonable.

N. Where the City or a public utility serving the City desires to make use of poles or other wire-holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the City Council may require the Grantee to permit such use for such consideration as is just and reasonable and upon such terms as the Council determines the use would enhance the public convenience and would not unduly burden Grantee or interfere with the Grantee's operations.

O. Grantee shall at all times maintain on file with the City Finance Office a schedule setting forth all rates and charges to be made to Subscribers for Basic Cable Service, including installation charges.

P. During the term hereof, the City reserves the right to regulate rates pursuant to federal law and Federal Communications Commission ("FCC") regulations and any such rate regulation shall not conflict with the provisions of FCC regulations and federal law.

#### **8-10A-5: SYSTEM PROVISIONS AND PUBLIC SERVICES**

##### **8-10A-5-1: OPERATION AND MAINTENANCE OF SYSTEM:**

A Grantee shall render effective Cable Service, make repairs promptly, and interrupt Cable Service only for good cause and for the shortest time possible.

##### **8-10A-5-2: PEG CHANNELS:**

A. Grantee shall provide to its Subscribers one (1) public, educational, or governmental ("PEG") channel administered by the City or its designee. Such PEG channel shall only broadcast content originated by the City or its designee.

B. If the City deems it necessary, and upon reasonable notice, Grantee shall make available a second PEG channel to be utilized by City or a designee, which shall also only broadcast content originated by the City or its designee.

C. City may require a technology grant from Grantee to be used in or associated with the construction of PEG access facilities. The terms of such grant shall be included in Exhibit 1 to this Franchise. In accordance with FCC rules and regulations, such grant is a capital cost and shall be excluded from Franchise fee calculation

##### **8-10A-5-3: EMERGENCY USE:**

In the case of any emergency or disaster, a Grantee shall, subject to federal law, upon request of the City Council, make available its System to the City for emergency use. A Grantee shall comply with the emergency alert requirements of federal law.

**8-10A-5-4: LOCKOUT DEVICE:**

Upon the request of a Subscriber, Grantee shall provide by sale or lease a lockout device which inhibits Video Programming or portions of Video Programming delivered by the Cable System.

**8-10A-5-5: CITY CABLE SERVICE:**

Grantee agrees to provide free Basic Cable Services to a central location at up to fifteen (15) buildings designated by City. Such Basic Cable Services shall not be calculated against the Franchise fee. This section of the Franchise is a material term of the contract, however, its inclusion is not mandated by City as a condition precedent to the grant of an individual Franchise. Grantee understands that federal law allows for the amount of the benefit of free Basic Cable Services to be calculated against the Franchise fee and Grantee specifically waives such right. Locations designated by the City shall be listed in Exhibit 2 to this Franchise.

**8-10A-6: OPERATION AND ADMINISTRATION PROVISIONS:**

**8-10A-6-1: INDEMNIFICATION OF GRANTOR:**

A. A Grantee shall indemnify, defend, and hold harmless Grantor, its officers, boards, committees, commissions, elected officials, employees, and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of a Franchise granted pursuant to this Ordinance, except claims covered by worker's compensation insurance or any claims arising from or related to Grantor's negligence. Nothing in this Ordinance relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's System or facilities while performing work connected with grading, re-grading, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.

B. In order for Grantor to assert its rights to be indemnified, defended, and held harmless, Grantor must with respect to each claim:

- (1) Promptly notify a Grantee in writing of any claim or legal proceeding which gives rise to such right;

(2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement, or other resolution or disposition of any claim or proceeding; and

(3) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subsection two (2) above.

**8-10A-6-2: INSURANCE:**

A Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of Grantor in its capacity as such. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any one occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to any one Person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence, which amounts may be modified by City from time to time in its sole discretion to be exercised in good faith.

**8-10A-6-3: FRANCHISE FEE:**

A. A Grantee will pay Grantor a monthly Franchise fee in the amount of five (5%) percent of Grantee's Gross Revenues.

B. The Franchise fee shall be payable monthly, together with a brief report showing the basis for the computation, such report to be held confidential and exempt from public records disclosure requirements pursuant to SDCL 1-27-1.5(3) as containing trade secrets and other proprietary or commercial information which if released would infringe intellectual property rights or give advantage to business competitors.

C. Grantor shall be limited to a period of limitation for recovery of any Franchise fee payable hereunder of five (5) years. However, Grantee shall be liable for interest, at the judicial rate, on any late payments from the date of the payment missed. Such limitation shall not apply in cases of fraud. Grantor may request a review of records relating to the Franchise fee and Grantee shall accommodate all reasonable requests to review such records. In the event such review reveals a discrepancy of more than 5%, Grantee shall be responsible for reimbursing the reasonable cost of such review to Grantor in addition to the deficiency amount plus interest at the judicial rate.

## **8-10A-7: REVOCATION, ABANDONMENT, SALE, OR TRANSFER**

### **8-10A-7-1: GRANTOR'S RIGHT TO REVOKE:**

Grantor reserves the right to revoke, terminate, or cancel a Franchise, if after strictly following the procedures required below, it is determined that a Grantee has violated any material provision of its Franchise or this Ordinance and has failed to substantially cure said violation. Such revocation procedures include, in their entirety:

A. Grantor shall provide a Grantee with written notice of a cause for revocation, including facts establishing the basis of revocation, and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to substantially cure the violation or to provide adequate assurance of performance.

B. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to revocation, which public hearing shall follow the thirty (30) day notice period to cure the violation. Grantor shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

C. After the public hearing and upon written determination by Grantor to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

D. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

E. Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void. If violations re-occur for substantially similar reasons, the notice period may be reduced by the number of days previously spent in violation for any substantially similar prior violations.

### **8-10A-7-2: SALE OR TRANSFER OF FRANCHISE:**

No sale or transfer of a Franchise shall take place without the Grantor's amendment of Grantee's individual Franchise ordinance, which shall not be unreasonably withheld. Upon such amendment, all of the rights, privileges, obligations, duties, and liabilities created by this Franchise shall pass to and be binding upon the successor or assignee of a Grantee. No approval shall be required where a Grantee grants a security interest in its Franchise and assets to secure indebtedness.

### **8-10A-8: MISCELLANEOUS PROVISIONS:**

**8-10A-8-1: FRANCHISE RENEWAL:**

Any renewal of a Franchise shall be done in accordance with applicable federal law.

**8-10A-8-2: AMENDMENT OF FRANCHISE:**

A Grantee and Grantor may agree, from time to time, to amend a Franchise. Such written amendments may be made at any time, subject to applicable law.

**8-10A-8-3: MARKETING:**

A Grantee shall have the right to conduct direct selling in the Franchise Area, including door to door sales, subject to any peddler or solicitor ordinance.

**8-10A-8-4: SEVERABILITY:**

If any section, sentence, clause, or phrase of this Franchise is for any reason held to be invalid, unenforceable or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Franchise and the remainder shall remain in full force and effect.

**8-10A-8-5: SUPPLEMENTAL EXHIBITS:**

Supplemental exhibits to an individual Franchise shall have full force and effect but may or may not be codified. A supplemental exhibit shall be for the purpose of complementing, clarifying, or otherwise augmenting a term of the Standard Cable Franchise but in no event shall a supplemental exhibit place a Grantee at an undue competitive disadvantage. As Exhibit 1 and Exhibit 2 are specifically referred to in this Franchise, neither Exhibit 1 nor Exhibit 2 shall be required to be individually executed by the City or Grantee. Future Exhibits shall be individually executed by the City and Grantee before they take effect.

**8-10A-9: PUBLICATION AND EFFECTIVE DATE**

A Franchise shall become effective twenty (20) days after its adoption and publication if not referred, all pursuant to state law. Once effective, the Franchise will be deemed to have been in effect as of "*insert chosen date*".

**8-10A-10: ACCEPTANCE:**

A. Grantee shall accept an individual Franchise by executing the same. Such acceptance by the Grantee shall be deemed the grant of an individual Franchise for all purposes. With its acceptance, Grantee shall also deliver

any insurance certificates required herein that have not been previously delivered.

B. Upon acceptance of an individual Franchise, Grantee shall be bound by all the terms and conditions contained herein.

C. Grantee warrants that it is an Equal Opportunity/Affirmative Action employer.

Section 3.

That the existing franchise granted under Article A of Chapter 8-10 titled MIDCONTINENT COMMUNICATIONS remain in full force and effect under the terms thereof or, if applicable, under the terms of a new franchise granted to such company consistent with the Standard Cable Franchise; but that said Article be re-codified as Article C of Chapter 8-10.

Section 4.

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

Section 5.

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.

Roll call vote. Members present voting aye: Allen, Barington, Olson, Rice, Robinson, Smith, Tjarks, Tronnes. Members present voting nay: none. Motion carried and ordinance declared duly adopted.

Moved by Robinson, seconded by Olson, to place Ordinance #2549, Granting Mitchell Telecom Franchise Agreement on seconded reading. Motion carried. Moved by Tjarks, seconded Smith, to adopt Ordinance #2549 as follows:

**ORDINANCE NO. 2549**

AN ORDINANCE RENEWING the Mitchell Telecom Franchise Agreement on terms consistent with Mitchell's Standard Cable Franchise.

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

Section 1.

That a NEW ARTICLE TO AN EXISTING CHAPTER be added to the Mitchell City Code as Article B of Chapter 8-10 to be titled MITCHELL TELECOM FRANCHISE AGREEMENT with sections as further provided below:

**8-10B-1: SHORT TITLE AND DEFINITIONS**

**8-10B-1-1: SHORT TITLE:**

This Ordinance shall be known and cited as the Mitchell Telecom Television Franchise Ordinance or as the Mitchell Telecom Franchise Agreement.

**8-10B-1-2: DEFINITIONS:**

This Franchise hereby incorporates by reference the definitions contained in Mitchell's Standard Cable Franchise as codified in Mitchell City Code Section 8-10A-1-2; except as hereafter modified:

L. "Grantee" is ATV Holdings, LLC, doing business as Mitchell Telecom, its agents and employees, lawful successors, transferees or assignees.

**8-10B-2: GRANT OF AUTHORITY AND GENERAL PROVISIONS**

**8-10B-2-1: FRANCHISE REQUIRED:**

It shall be unlawful for any Person to construct, operate, or maintain a Cable System or MVPD facility or to provide Cable Service, Video Programming, or other MVPD services, including OVS, in the City of Mitchell, SD without a Franchise authorizing the same, unless applicable federal or state law prohibits the Grantor's enforcement of such a requirement.

**8-10B-2-2: GRANT OF FRANCHISE:**

A Franchise that is granted in the City shall be subject to the terms and conditions contained in each individual Franchise.

**8-10B-2-3: GRANT OF NON-EXCLUSIVE AUTHORITY:**

A. A Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in Franchise Area, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in Franchise Area of a Cable System.

B. A Franchise shall be nonexclusive, and Grantor reserves the right to grant a similar use of said Streets to other Persons at any time, provided, however, that all Franchises shall contain substantially similar terms and conditions as this Franchise. In order that one Person is not granted a competitive advantage over another, in the event a Person commences provision of Cable Services without a Franchise or is granted a Franchise to provide Cable Services by the Grantor, the terms and conditions of which differ with this Franchise, Grantee shall have the right either (i) to opt in to the competitor's Franchise by providing ten (10) days prior written notice to the Grantor; or (ii) to petition the Grantor for modifications to its Franchise, in which case the Grantor shall work in good faith with the affected Grantee(s) to review and adopt modifications which the Grantee(s) deem necessary, review and approval by Grantor shall not be unreasonably denied.

C. Every Franchise shall apply to the entire Franchise Area of the Grantor, as it exists now or may later be configured.

D. Neither City nor Grantee(s) may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any other ordinance and this Franchise, the Franchise shall control.

**8-10B-2-4: FRANCHISE TERM:**

Unless renewed, revoked, or terminated sooner as herein provided, a Franchise shall be in effect for a period of up to five (5) years from the effective date of an individual Franchise, with an automatic renewal term of up to an additional five (5) years unless notice of non-renewal is provided 6 months in advance of expiration.

**8-10B-2-5: TERRITORIAL AREA INVOLVED:**

A. Grantee shall provide Cable Services to any and all Persons requesting same at a location within the Franchise Area as such area boundaries may exist from time to time. No line extension charge or comparable charge shall be imposed on any current or potential subscriber when located within the franchise area except as further provided by this section.

B. Grantee shall not be required to extend its lines or provide Cable Service any sooner than electric utility service is available to the Subscriber's location. Grantee shall provide service to a requesting Subscriber within a reasonable amount of time which in no event shall exceed three (3) months.

C. Prior to providing service in Low Density Areas to Residential Subscribers, a Grantee may require a Residential Subscriber to commit to an initial service agreement of up to three (3) years, subject to the following restrictions:

1. A Grantee shall not require a Residential Subscriber to pay a line extension charge or comparable charge as a condition precedent to the provision of service.

2. An agreement shall not require a Residential Subscriber to maintain services in excess of the stand-alone rate of Basic Cable Service. However, a Residential Subscriber and Grantee are not restricted from agreeing on the provision of additional services so long as Subscriber may cancel such additional services.

3. An agreement shall be terminable by a Residential Subscriber at any time upon reasonable notice. However, said agreement may contain a provision requiring payment of a line extension charge that shall only be applicable if, prior to the end of the three (3) year term, the Residential Subscriber terminates service entirely or the Residential Subscriber reduces Subscriber's services to a monthly rate less than the stand-alone rate of Basic Cable Service.

4. Any such line extension charge shall be reasonable and shall be pro-rated and reduced by the number of months the Residential Subscriber maintained service and must take into consideration any subsequent development in the area.

5. At the option of Subscriber, Subscriber may, as an alternative to signing an initial service agreement, agree to pay a line extension charge.

6. The provisions of this subsection shall not apply to any existing or potential Commercial Subscriber and, with a Commercial Subscriber, Grantee is not prohibited from reaching agreements or charging a line extension charge that would otherwise be prohibited with a Residential Subscriber.

D. Notwithstanding subsection A of this section, a Grantee may charge a uniform Standard Installation fee. Grantee may also charge a Drop fee for Drops exceeding the Standard Installation length of one hundred fifty (150') feet but shall only charge for the incremental cost beyond one hundred fifty (150') feet, which amount shall be reasonable.

**8-10B-2-6: WRITTEN NOTICE:**

All notices, reports, or demands required to be given in writing under this Ordinance shall be deemed to be given when delivered personally to the party listed below:

For City:

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

For Grantee:

ATV Holdings, LLC  
c/o TrioTel Communications, Inc.  
PO Box 630  
330 S. Nebraska St.  
Salem, SD 57058

**8-10B-3: APPLICATION FOR NEW FRANCHISE:**

Section 8-10A-3 of the Standard Cable Franchise and its subsections are hereby incorporated by reference.

**8-10B-4: CONSTRUCTION, OPERATIONS STANDARDS AND CONDITIONS ON STREET USE:**

A. A Grantee shall obtain all required permits from Grantor before commencing any construction upgrade or extension of the System.

B. The Grantee shall not be subject to permit fees except for any fees or costs associated with repairs of Streets or other infrastructure necessitated by Grantee's operations.

C. If, at any time during the period of this Franchise, Grantor shall elect to alter, or change the grade or location of any Street, alley, or other public way, a Grantee shall, at its own expense, upon reasonable notice by Grantor, remove and relocate its poles, wires, cables, conduits, manholes, and other fixtures of the System. If Grantor reimburses other occupants of the Street, a Grantee shall be likewise reimbursed.

D. A Grantee shall, on request of any Person holding a moving permit issued by Grantor, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and a Grantee shall be given not

less than ten (10) days advance notice to arrange for such temporary changes.

E. A Grantee shall have the authority to trim vegetation or any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of Grantor so as to prevent such vegetation or trees from coming in contact with the wires and cables of the Grantee.

F. Nothing contained in this Ordinance shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's System or facilities; nor shall Grantee be so relieved of liability arising out of its failure to exercise reasonable care to avoid injury to any Person's property.

G. In areas where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground. In any area where one or more public utilities are aerial, Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole, subject to any future requirement of City to have such aerial utilities placed underground.

H. A Grantee shall at all times construct and operate its System in accordance with applicable FCC Technical specifications.

I. In the event that the use of any part of the System is discontinued for any reason, except for non-use arising from discontinued service by a Subscriber, for a continuous period of twelve (12) months, or in the event such Systems or property has been installed in any Street or public place without complying with the requirements of this Ordinance, or the rights granted hereunder have been terminated, cancelled or have expired, Grantee shall, subject to the rights of the City to acquire the abandoned portions of the System as specified in subsection (J) of this section, promptly remove from the Streets, or public places all such property and poles of such System other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly restore the Street or other area from which such property has been removed to a condition satisfactory to the City.

J. Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.

K. All cable and passive equipment for reception of Cable Services installed by Grantee at a Subscriber's location shall remain the property of

Grantee and Grantee shall have the right to remove said cable and equipment. Upon termination of Cable Service to any Subscriber, the Grantee shall promptly remove all its above ground facilities and equipment from the premises of such Subscriber upon the Subscriber's request.

L. No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the designated representative of the City Council with regard to locations, height, type, or any other pertinent aspect, which approval shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City Council or its designated representative determines that the public convenience would be enhanced thereby.

M. Where poles or other wire-holding structures already existing in use in serving the City are available for use by Grantee, but it does not make arrangements for such use, the City Council may require the Grantee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the Grantee are just and reasonable.

N. Where the City or a public utility serving the City desires to make use of poles or other wire-holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the City Council may require the Grantee to permit such use for such consideration as is just and reasonable and upon such terms as the Council determines the use would enhance the public convenience and would not unduly burden Grantee or interfere with the Grantee's operations.

O. Grantee shall at all times maintain on file with the City Finance Office a schedule setting forth all rates and charges to be made to Subscribers for Basic Cable Service, including installation charges.

P. During the term hereof, the City reserves the right to regulate rates pursuant to federal law and Federal Communications Commission ("FCC") regulations and any such rate regulation shall not conflict with the provisions of FCC regulations and federal law.

#### **8-10B-5: SYSTEM PROVISIONS AND PUBLIC SERVICES**

##### **8-10B-5-1: OPERATION AND MAINTENANCE OF SYSTEM:**

A Grantee shall render effective Cable Service, make repairs promptly, and interrupt Cable Service only for good cause and for the shortest time possible.

**8-10B-5-2: PEG CHANNELS:**

A. Grantee shall provide to its Subscribers one (1) public, educational, or governmental ("PEG") channel administered by the City or its designee. Such PEG channel shall only broadcast content originated by the City or its designee.

B. If the City deems it necessary, and upon reasonable notice, Grantee shall make available a second PEG channel to be utilized by City or a designee, which shall also only broadcast content originated by the City or its designee.

C. City may require a technology grant from Grantee to be used in or associated with the construction of PEG access facilities. The terms of such grant shall be included in Exhibit 1 to this Franchise. In accordance with FCC rules and regulations, such grant is a capital cost and shall be excluded from Franchise fee calculation

**8-10B-5-3: EMERGENCY USE:**

In the case of any emergency or disaster, a Grantee shall, subject to federal law, upon request of the City Council, make available its System to the City for emergency use. A Grantee shall comply with the emergency alert requirements of federal law.

**8-10B-5-4: LOCKOUT DEVICE:**

Upon the request of a Subscriber, Grantee shall provide by sale or lease a lockout device which inhibits Video Programming or portions of Video Programming delivered by the Cable System.

**8-10B-5-5: CITY CABLE SERVICE:**

Grantee agrees to provide free Basic Cable Services to a central location at up to fifteen (15) buildings designated by City. Such Basic Cable Services shall not be calculated against the Franchise fee. This section of the Franchise is a material term of the contract, however, its inclusion is not mandated by City as a condition precedent to the grant of an individual Franchise. Grantee understands that federal law allows for the amount of the benefit of free Basic Cable Services to be calculated against the Franchise fee and Grantee specifically waives such right. Locations designated by the City shall be listed in Exhibit 2 to this Franchise.

**8-10B-6: OPERATION AND ADMINISTRATION PROVISIONS:**

**8-10B-6-1: INDEMNIFICATION OF GRANTOR:**

A. A Grantee shall indemnify, defend, and hold harmless Grantor, its officers, boards, committees, commissions, elected officials, employees, and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of a Franchise granted pursuant to this Ordinance, except claims covered by worker's compensation insurance or any claims arising from or related to Grantor's negligence. Nothing in this Ordinance relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's System or facilities while performing work connected with grading, re-grading, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.

B. In order for Grantor to assert its rights to be indemnified, defended, and held harmless, Grantor must with respect to each claim:

- (1) Promptly notify a Grantee in writing of any claim or legal proceeding which gives rise to such right;
- (2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement, or other resolution or disposition of any claim or proceeding; and
- (3) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subsection two (2) above.

**8-10B-6-2: INSURANCE:**

A Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of Grantor in its capacity as such. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any one occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to any one Person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence, which amounts may be modified by City from time to time in its sole discretion to be exercised in good faith.

**8-10B-6-3: FRANCHISE FEE:**

A. A Grantee will pay Grantor a monthly Franchise fee in the amount of five (5%) percent of Grantee's Gross Revenues.

B. The Franchise fee shall be payable monthly, together with a brief report showing the basis for the computation, such report to be held confidential and exempt from public records disclosure requirements pursuant to SDCL 1-27-1.5(3) as containing trade secrets and other proprietary or commercial information which if released would infringe intellectual property rights or give advantage to business competitors.

C. Grantor shall be limited to a period of limitation for recovery of any Franchise fee payable hereunder of five (5) years. However, Grantee shall be liable for interest, at the judicial rate, on any late payments from the date of the payment missed. Such limitation shall not apply in cases of fraud. Grantor may request a review of records relating to the Franchise fee and Grantee shall accommodate all reasonable requests to review such records. In the event such review reveals a discrepancy of more than 5%, Grantee shall be responsible for reimbursing the reasonable cost of such review to Grantor in addition to the deficiency amount plus interest at the judicial rate.

**8-10B-7: REVOCATION, ABANDONMENT, SALE, OR TRANSFER**

**8-10B-7-1: GRANTOR'S RIGHT TO REVOKE:**

Grantor reserves the right to revoke, terminate, or cancel a Franchise, if after strictly following the procedures required below, it is determined that a Grantee has violated any material provision of its Franchise or this Ordinance and has failed to substantially cure said violation. Such revocation procedures include, in their entirety:

A. Grantor shall provide a Grantee with written notice of a cause for revocation, including facts establishing the basis of revocation, and the intent to revoke and shall allow Grantee thirty (30) days subsequent to receipt of the notice in which to substantially cure the violation or to provide adequate assurance of performance.

B. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to revocation, which public hearing shall follow the thirty (30) day notice period to cure the violation. Grantor shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

C. After the public hearing and upon written determination by Grantor to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

D. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

E. Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void. If violations re-occur for substantially similar reasons, the notice period may be reduced by the number of days previously spent in violation for any substantially similar prior violations.

**8-10B-7-2: SALE OR TRANSFER OF FRANCHISE:**

No sale or transfer of a Franchise shall take place without the Grantor's amendment of Grantee's individual Franchise ordinance, which shall not be unreasonably withheld. Upon such amendment, all of the rights, privileges, obligations, duties, and liabilities created by this Franchise shall pass to and be binding upon the successor or assignee of a Grantee. No approval shall be required where a Grantee grants a security interest in its Franchise and assets to secure indebtedness.

**8-10B-8: MISCELLANEOUS PROVISIONS:**

**8-10B-8-1: FRANCHISE RENEWAL:**

Any renewal of a Franchise shall be done in accordance with applicable federal law.

**8-10B-8-2: AMENDMENT OF FRANCHISE:**

A Grantee and Grantor may agree, from time to time, to amend a Franchise. Such written amendments may be made at any time, subject to applicable law.

**8-10B-8-3: MARKETING:**

A Grantee shall have the right to conduct direct selling in the Franchise Area, including door to door sales, subject to any peddler or solicitor ordinance.

**8-10B-8-4: SEVERABILITY:**

If any section, sentence, clause, or phrase of this Franchise is for any reason held to be invalid, unenforceable or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Franchise and the remainder shall remain in full force and effect.

**8-10B-8-5: SUPPLEMENTAL EXHIBITS:**

Supplemental exhibits to an individual Franchise shall have full force and effect but may or may not be codified. A supplemental exhibit shall be for the purpose of complementing, clarifying, or otherwise augmenting a term of the Standard Cable Franchise but in no event shall a supplemental exhibit place a Grantee at an undue competitive disadvantage. As Exhibit 1 and Exhibit 2 are specifically referred to in this Franchise, neither Exhibit 1 nor Exhibit 2 shall be required to be individually executed by the City or Grantee. Future Exhibits shall be individually executed by the City and Grantee before they take effect.

**8-10B-9: PUBLICATION AND EFFECTIVE DATE**

A Franchise shall become effective twenty (20) days after its adoption and publication if not referred, all pursuant to state law. Once effective, the Franchise will be deemed to have been in effect as of September 18<sup>th</sup>, 2016.

**8-10B-10: ACCEPTANCE:**

A. Grantee shall accept an individual Franchise by executing the same. Such acceptance by the Grantee shall be deemed the grant of an individual Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered.

B. Upon acceptance of an individual Franchise, Grantee shall be bound by all the terms and conditions contained herein.

C. Grantee warrants that it is an Equal Opportunity/Affirmative Action employer.

Section 2.

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

Section 3.

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

Roll call vote. Members present voting aye: Allen, Barington, Olson, Rice, Robinson, Smith, Tjarks, Tronnes. Members present voting nay: none. Motion carried and ordinance declared duly adopted.

Moved by Olson, seconded by Allen, to place Ordinance #2550, Granting Midco Franchise Agreement on second reading. Motion carried. Moved by Robinson, seconded by Olson to adopt Ordinance #2550 as follows:

**ORDINANCE NO. 2550**

AN ORDINANCE RENEWING the Midco Franchise Agreement on terms consistent with Mitchell's Standard Cable Franchise.

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

Section 1.

That a NEW ARTICLE TO AN EXISTING CHAPTER be added to the Mitchell City Code as Article C of Chapter 8-10 to be titled MIDCO FRANCHISE AGREEMENT with sections as further provided below:

**8-10C-1: SHORT TITLE AND DEFINITIONS**

**8-10C-1-1: SHORT TITLE:**

This Ordinance shall be known and cited as the Midco Television Franchise Ordinance or as the Midco Franchise Agreement.

**8-10C-1-2: DEFINITIONS:**

This Franchise hereby incorporates by reference the definitions contained in Mitchell's Standard Cable Franchise as codified in Mitchell City Code Section 8-10A-1-2; except as hereafter modified:

L. "Grantee" is Midcontinent Communications, doing business as Midco, its agents and employees, lawful successors, transferees or assignees.

**8-10C-2: GRANT OF AUTHORITY AND GENERAL PROVISIONS**

**8-10C-2-1: FRANCHISE REQUIRED:**

It shall be unlawful for any Person to construct, operate, or maintain a Cable System or MVPD facility or to provide Cable Service, Video Programming, or other MVPD services, including OVS, in the City of Mitchell, SD without a Franchise authorizing the same, unless applicable federal or state law prohibits the Grantor's enforcement of such a requirement.

**8-10C-2-2: GRANT OF FRANCHISE:**

A Franchise that is granted in the City shall be subject to the terms and conditions contained in each individual Franchise.

**8-10C-2-3: GRANT OF NON-EXCLUSIVE AUTHORITY:**

A. A Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in Franchise Area, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in Franchise Area of a Cable System.

B. A Franchise shall be nonexclusive, and Grantor reserves the right to grant a similar use of said Streets to other Persons at any time, provided, however, that all Franchises shall contain substantially similar terms and conditions as this Franchise. In order that one Person is not granted a competitive advantage over another, in the event a Person commences provision of Cable Services without a Franchise or is granted a Franchise to provide Cable Services by the Grantor, the terms and conditions of which differ with this Franchise, Grantee shall have the right either (i) to opt in to the competitor's Franchise by providing ten (10) days prior written notice to the Grantor; or (ii) to petition the Grantor for modifications to its Franchise, in which case the Grantor shall work in good faith with the affected Grantee(s) to review and adopt modifications which the Grantee(s) deem necessary, review and approval by Grantor shall not be unreasonably denied.

C. Every Franchise shall apply to the entire Franchise Area of the Grantor, as it exists now or may later be configured.

D. Neither City nor Grantee(s) may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any other ordinance and this Franchise, the Franchise shall control.

**8-10C-2-4: FRANCHISE TERM:**

Unless renewed, revoked, or terminated sooner as herein provided, a Franchise shall be in effect for a period of up to five (5) years from the effective date of an individual Franchise, with an automatic renewal term of up to an additional five (5) years unless notice of non-renewal is provided 6 months in advance of expiration.

**8-10C-2-5: TERRITORIAL AREA INVOLVED:**

A. Grantee shall provide Cable Services to any and all Persons requesting same at a location within the Franchise Area as such area boundaries may exist from time to time. No line extension charge or comparable charge shall be imposed on any current or potential subscriber when located within the franchise area except as further provided by this section.

B. Grantee shall not be required to extend its lines or provide Cable Service any sooner than electric utility service is available to the Subscriber's location. Grantee shall provide service to a requesting Subscriber within a reasonable amount of time which in no event shall exceed three (3) months.

C. Prior to providing service in Low Density Areas to Residential Subscribers, a Grantee may require a Residential Subscriber to commit to an initial service agreement of up to three (3) years, subject to the following restrictions:

1. A Grantee shall not require a Residential Subscriber to pay a line extension charge or comparable charge as a condition precedent to the provision of service.

2. An agreement shall not require a Residential Subscriber to maintain services in excess of the stand-alone rate of Basic Cable Service. However, a Residential Subscriber and Grantee are not restricted from agreeing on the provision of additional services so long as Subscriber may cancel such additional services.

3. An agreement shall be terminable by a Residential Subscriber at any time upon reasonable notice. However, said agreement may contain a provision requiring payment of a line extension charge that shall only be applicable if, prior to the end of the three (3) year term, the Residential Subscriber terminates service entirely or the Residential Subscriber reduces Subscriber's services to a monthly rate less than the stand-alone rate of Basic Cable Service.

4. Any such line extension charge shall be reasonable and shall be pro-rated and reduced by the number of months the Residential Subscriber maintained service and must take into consideration any subsequent development in the area.

5. At the option of Subscriber, Subscriber may, as an alternative to signing an initial service agreement, agree to pay a line extension charge.

6. The provisions of this subsection shall not apply to any existing or potential Commercial Subscriber and, with a Commercial

Subscriber, Grantee is not prohibited from reaching agreements or charging a line extension charge that would otherwise be prohibited with a Residential Subscriber.

D. Notwithstanding subsection A of this section, a Grantee may charge a uniform Standard Installation fee. Grantee may also charge a Drop fee for Drops exceeding the Standard Installation length of one hundred fifty (150') feet but shall only charge for the incremental cost beyond one hundred fifty (150') feet, which amount shall be reasonable.

**8-10C-2-6: WRITTEN NOTICE:**

All notices, reports, or demands required to be given in writing under this Ordinance shall be deemed to be given when delivered personally to the party listed below:

For City:

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

For Grantee:

Midco  
Attn: Nancy Vogel  
3901 N Louise Avenue  
Sioux Falls, SD 57107

**8-10C-3: APPLICATION FOR NEW FRANCHISE:**

Section 8-10A-3 of the Standard Cable Franchise and its subsections are hereby incorporated by reference.

**8-10C-4: CONSTRUCTION, OPERATIONS STANDARDS AND CONDITIONS ON STREET USE:**

A. A Grantee shall obtain all required permits from Grantor before commencing any construction upgrade or extension of the System.

B. The Grantee shall not be subject to permit fees except for any fees or costs associated with repairs of Streets or other infrastructure necessitated by Grantee's operations.

C. If, at any time during the period of this Franchise, Grantor shall elect to alter, or change the grade or location of any Street, alley, or other public way, a Grantee shall, at its own expense, upon reasonable notice by Grantor, remove and relocate its poles, wires, cables, conduits, manholes, and other fixtures of the System. If Grantor reimburses other occupants of the Street, a Grantee shall be likewise reimbursed.

D. A Grantee shall, on request of any Person holding a moving permit issued by Grantor, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and a Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

E. A Grantee shall have the authority to trim vegetation or any trees upon and overhanging the Streets, alleys, sidewalks, or public easements of Grantor so as to prevent such vegetation or trees from coming in contact with the wires and cables of the Grantee.

F. Nothing contained in this Ordinance shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's System or facilities; nor shall Grantee be so relieved of liability arising out of its failure to exercise reasonable care to avoid injury to any Person's property.

G. In areas where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground. In any area where one or more public utilities are aerial, Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole, subject to any future requirement of City to have such aerial utilities placed underground.

H. A Grantee shall at all times construct and operate its System in accordance with applicable FCC Technical specifications.

I. In the event that the use of any part of the System is discontinued for any reason, except for non-use arising from discontinued service by a Subscriber, for a continuous period of twelve (12) months, or in the event such Systems or property has been installed in any Street or public place without complying with the requirements of this Ordinance, or the rights granted hereunder have been terminated, cancelled or have expired, Grantee shall, subject to the rights of the City to acquire the abandoned portions of the System as specified in subsection (J) of this section, promptly remove from the Streets, or public places all such property and poles of such System other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly

restore the Street or other area from which such property has been removed to a condition satisfactory to the City.

J. Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.

K. All cable and passive equipment for reception of Cable Services installed by Grantee at a Subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment. Upon termination of Cable Service to any Subscriber, the Grantee shall promptly remove all its above ground facilities and equipment from the premises of such Subscriber upon the Subscriber's request.

L. No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the designated representative of the City Council with regard to locations, height, type, or any other pertinent aspect, which approval shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City Council or its designated representative determines that the public convenience would be enhanced thereby.

M. Where poles or other wire-holding structures already existing in use in serving the City are available for use by Grantee, but it does not make arrangements for such use, the City Council may require the Grantee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the Grantee are just and reasonable.

N. Where the City or a public utility serving the City desires to make use of poles or other wire-holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the City Council may require the Grantee to permit such use for such consideration as is just and reasonable and upon such terms as the Council determines the use would enhance the public convenience and would not unduly burden Grantee or interfere with the Grantee's operations.

O. Grantee shall at all times maintain on file with the City Finance Office a schedule setting forth all rates and charges to be made to Subscribers for Basic Cable Service, including installation charges.

P. During the term hereof, the City reserves the right to regulate rates pursuant to federal law and Federal Communications Commission ("FCC") regulations and any such rate regulation shall not conflict with the provisions of FCC regulations and federal law.

**8-10C-5: SYSTEM PROVISIONS AND PUBLIC SERVICES**

**8-10C-5-1: OPERATION AND MAINTENANCE OF SYSTEM:**

A Grantee shall render effective Cable Service, make repairs promptly, and interrupt Cable Service only for good cause and for the shortest time possible.

**8-10C-5-2: PEG CHANNELS:**

A. Grantee shall provide to its Subscribers one (1) public, educational, or governmental ("PEG") channel administered by the City or its designee. Such PEG channel shall only broadcast content originated by the City or its designee.

B. If the City deems it necessary, and upon reasonable notice, Grantee shall make available a second PEG channel to be utilized by City or a designee, which shall also only broadcast content originated by the City or its designee.

C. City may require a technology grant from Grantee to be used in or associated with the construction of PEG access facilities. The terms of such grant shall be included in Exhibit 1 to this Franchise. In accordance with FCC rules and regulations, such grant is a capital cost and shall be excluded from Franchise fee calculation

**8-10C-5-3: EMERGENCY USE:**

In the case of any emergency or disaster, a Grantee shall, subject to federal law, upon request of the City Council, make available its System to the City for emergency use. A Grantee shall comply with the emergency alert requirements of federal law.

**8-10C-5-4: LOCKOUT DEVICE:**

Upon the request of a Subscriber, Grantee shall provide by sale or lease a lockout device which inhibits Video Programming or portions of Video Programming delivered by the Cable System.

**8-10C-5-5: CITY CABLE SERVICE:**

Grantee agrees to provide free Basic Cable Services to a central location at up to fifteen (15) buildings designated by City. Such Basic Cable Services shall not be calculated against the Franchise fee. This section of the Franchise is a material term of the contract, however, its inclusion is not mandated by City as a condition precedent to the grant of an individual Franchise. Grantee understands that federal law allows for the amount of the benefit of free Basic Cable Services to be calculated against the Franchise fee and Grantee specifically waives such right. Locations designated by the City shall be listed in Exhibit 2 to this Franchise.

**8-10C-6: OPERATION AND ADMINISTRATION PROVISIONS:**

**8-10C-6-1: INDEMNIFICATION OF GRANTOR:**

A. A Grantee shall indemnify, defend, and hold harmless Grantor, its officers, boards, committees, commissions, elected officials, employees, and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of a Franchise granted pursuant to this Ordinance, except claims covered by worker's compensation insurance or any claims arising from or related to Grantor's negligence. Nothing in this Ordinance relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's System or facilities while performing work connected with grading, re-grading, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.

B. In order for Grantor to assert its rights to be indemnified, defended, and held harmless, Grantor must with respect to each claim:

- (1) Promptly notify a Grantee in writing of any claim or legal proceeding which gives rise to such right;
- (2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement, or other resolution or disposition of any claim or proceeding; and
- (3) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subsection two (2) above.

**8-10C-6-2: INSURANCE:**

A Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of Grantor in its capacity as such. The policies of

insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any one occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to any one Person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence, which amounts may be modified by City from time to time in its sole discretion to be exercised in good faith.

**8-10C-6-3: FRANCHISE FEE:**

A. A Grantee will pay Grantor a monthly Franchise fee in the amount of five (5%) percent of Grantee's Gross Revenues.

B. The Franchise fee shall be payable monthly, together with a brief report showing the basis for the computation, such report to be held confidential and exempt from public records disclosure requirements pursuant to SDCL 1-27-1.5(3) as containing trade secrets and other proprietary or commercial information which if released would infringe intellectual property rights or give advantage to business competitors.

C. Grantor shall be limited to a period of limitation for recovery of any Franchise fee payable hereunder of five (5) years. However, Grantee shall be liable for interest, at the judicial rate, on any late payments from the date of the payment missed. Such limitation shall not apply in cases of fraud. Grantor may request a review of records relating to the Franchise fee and Grantee shall accommodate all reasonable requests to review such records. In the event such review reveals a discrepancy of more than 5%, Grantee shall be responsible for reimbursing the reasonable cost of such review to Grantor in addition to the deficiency amount plus interest at the judicial rate.

**8-10C-7: REVOCATION, ABANDONMENT, SALE, OR TRANSFER**

**8-10C-7-1: GRANTOR'S RIGHT TO REVOKE:**

Grantor reserves the right to revoke, terminate, or cancel a Franchise, if after strictly following the procedures required below, it is determined that a Grantee has violated any material provision of its Franchise or this Ordinance and has failed to substantially cure said violation. Such revocation procedures include, in their entirety:

A. Grantor shall provide a Grantee with written notice of a cause for revocation, including facts establishing the basis of revocation, and the intent to revoke and shall allow Grantee thirty (30) days subsequent to

receipt of the notice in which to substantially cure the violation or to provide adequate assurance of performance.

B. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to revocation, which public hearing shall follow the thirty (30) day notice period to cure the violation. Grantor shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

C. After the public hearing and upon written determination by Grantor to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

D. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

E. Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void. If violations re-occur for substantially similar reasons, the notice period may be reduced by the number of days previously spent in violation for any substantially similar prior violations.

#### **8-10C-7-2: SALE OR TRANSFER OF FRANCHISE:**

No sale or transfer of a Franchise shall take place without the Grantor's amendment of Grantee's individual Franchise ordinance, which shall not be unreasonably withheld. Upon such amendment, all of the rights, privileges, obligations, duties, and liabilities created by this Franchise shall pass to and be binding upon the successor or assignee of a Grantee. No approval shall be required where a Grantee grants a security interest in its Franchise and assets to secure indebtedness.

#### **8-10C-8: MISCELLANEOUS PROVISIONS:**

##### **8-10C-8-1: FRANCHISE RENEWAL:**

Any renewal of a Franchise shall be done in accordance with applicable federal law.

##### **8-10C-8-2: AMENDMENT OF FRANCHISE:**

A Grantee and Grantor may agree, from time to time, to amend a Franchise. Such written amendments may be made at any time, subject to applicable law.

##### **8-10C-8-3: MARKETING:**

A Grantee shall have the right to conduct direct selling in the Franchise Area, including door to door sales, subject to any peddler or solicitor ordinance.

**8-10C-8-4: SEVERABILITY:**

If any section, sentence, clause, or phrase of this Franchise is for any reason held to be invalid, unenforceable or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Franchise and the remainder shall remain in full force and effect.

**8-10C-8-5: SUPPLEMENTAL EXHIBITS:**

Supplemental exhibits to an individual Franchise shall have full force and effect but may or may not be codified. A supplemental exhibit shall be for the purpose of complementing, clarifying, or otherwise augmenting a term of the Standard Cable Franchise but in no event shall a supplemental exhibit place a Grantee at an undue competitive disadvantage. As Exhibit 1 and Exhibit 2 are specifically referred to in this Franchise, neither Exhibit 1 nor Exhibit 2 shall be required to be individually executed by the City or Grantee. Future Exhibits shall be individually executed by the City and Grantee before they take effect.

**8-10C-9: PUBLICATION AND EFFECTIVE DATE**

A Franchise shall become effective twenty (20) days after its adoption and publication if not referred, all pursuant to state law. Once effective, the Franchise will be deemed to have been in effect as of September 18<sup>th</sup>, 2016.

**8-10C-10: ACCEPTANCE:**

A. Grantee shall accept an individual Franchise by executing the same. Such acceptance by the Grantee shall be deemed the grant of an individual Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered.

B. Upon acceptance of an individual Franchise, Grantee shall be bound by all the terms and conditions contained herein.

C. Grantee warrants that it is an Equal Opportunity/Affirmative Action employer.

Section 2.

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

SPECIAL MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS, CITY HALL  
MITCHELL, SOUTH DAKOTA

August 22, 2016  
5:00 P.M.

**PRESENT:** Dan Allen, Mel Olson, Jeffrey Smith, Susan Tjarks, Dave Tronnes

**ABSENT:** Marty Barington, Steve Rice, Bev Robinson

**PRESIDING:** Mayor Jerry Toomey

**CONSIDER APPROVAL:**

Moved by Olson, seconded by Allen, to approve the moving permit of a residence currently located at 24846 413<sup>th</sup> Avenue, Mitchell, South Dakota, Hanson County, to Lots 15 & 16, Blocks 9 and 9A of CJM 2<sup>nd</sup> Addition, a Subdivision of a portion of Blocks 9 & 9A of CJM Second Addition in the Northwest ¼ and a portion of Irregular Tract No. 3 in the Southwest ¼ all in Section 32, Township 104 North, Range 60 West of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, SD (2507 Anthony Avenue, Mitchell, South Dakota). Motion carried.

**RESOLUTIONS:**

Moved by Olson, seconded by Tjarks, to adopt Resolution #3374, The North 740.06 feet of the South 1,446.00 feet of the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota; specifically including previously platted portions of Livesay Lane and Jamaicas Avenue, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota, as recorded in Plat Book 30 on Page 20; but specifically excepting the following parcels: Lot 7, Block 2 of CJM Second Addition in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota, as recorded in Plat Book 30 on Page 10; Lot 12, Block 2 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 31 on Page 20; Lots 4 and 5, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota, as recorded in Plat Book 30 on Page 20; Lot 6, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 21 on Page 42; Lot 7, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 32 on Page 14; Lot 9, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 31 on Page 37; Lot 12, Block 9 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 29 on Page 25; and Block 2 and Block 9 of CJM Second Addition, and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City

of Mitchell, Davison County, South Dakota, as recorded in Plat Book 18 on Page 59 to the Special City Council meeting on August 22, 2016 as follows:

**RESOLUTION NO. 3374**  
**ANNEXATION OF REAL PROPERTY LEGALLY DESCRIBED AS:**

The North 740.06 feet of the South 1,446.00 feet of the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota; specifically including previously platted portions of Livesay Lane and Jamaicas Avenue, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota, as recorded in Plat Book 30 on Page 20; but specifically excepting the following parcels: Lot 7, Block 2 of CJM Second Addition in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota, as recorded in Plat Book 30 on Page 10; Lot 12, Block 2 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 31 on Page 20; Lots 4 and 5, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota, as recorded in Plat Book 30 on Page 20; Lot 6, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 21 on Page 42; Lot 7, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 32 on Page 14; Lot 9, Block 8 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 31 on Page 37; Lot 12, Block 9 of CJM Second Addition, in the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 29 on Page 25; and Block 2 and Block 9 of CJM Second Addition, and a portion of Anthony Avenue and a portion of Livesay Lane, A Subdivision of the NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, South Dakota, as recorded in Plat Book 18 on Page 59.

Whereas: CJM Consulting Inc. is the sole owner and petitioner of the real property described above, and

Whereas: There are no registered voters residing on the real property and there are no persons residing on the real property to be annexed, and

Whereas: There are no improvements on the real property, and

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

Whereas: A surveyor's affidavit is hereto attached as an exhibit (Exhibit A), and

Whereas: The public notice was published in the *Mitchell Daily Republic* on August 2, 2016 and the Davison County Auditor, Davison County Commissioners, and affected landowners were notified by certified mail of the council's public hearing, and

Now therefore be it resolved that in accordance with SDCL Chapter 9-4, the City Council of the City of Mitchell, Davison County, South Dakota hereby annexes the said described real property.

Motion carried and resolution declared duly adopted.

Moved by Allen, seconded by Smith, to adopt Resolution #3376, Annexation of Real Property Legally Described as Lots Four (4) and Five (5), Block Eight (8), of CJM Second Addition, in the Northwest Quarter (NW ¼) of Section Thirty-Two (32), Township One Hundred Four (104) North, Range Sixty (60) West of the 5<sup>th</sup> P.M., Davison County, South Dakota, as follows:

**RESOLUTION NO. 3376**

**ANNEXATION OF REAL PROPERTY LEGALLY DESCRIBED AS LOTS FOUR (4) AND FIVE (5), BLOCK EIGHT (8), OF CJM SECOND ADDITION, IN THE NORTHWEST QUARTER (NW ¼) OF SECTION THIRTY-TWO (32), TOWNSHIP ONE HUNDRED FOUR (104) NORTH, RANGE SIXTY (60) WEST OF THE 5<sup>TH</sup> P.M., DAVISON COUNTY, SOUTH DAKOTA.**

Whereas: Joseph Walter and Julie Walter Living Trust and Jordon Leighton are the sole owners and petitioners of the real property described as Lots 4 & 5, Block 8, CJM Second Addition, NW ¼, Section 32, T 104 N, R 60 W, Davison County, SD, and

Whereas: There are no registered voters on the real property and there are no persons residing on the real property, and

Whereas: There is a structure on the real property, and

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

Whereas: Exhibit A is hereto included with this resolution for the purpose of identifying the property to be annexed, and

Therefore, be it resolved by the City Council of the City of Mitchell, hereby annex the real property legally described in this resolution into the corporate limits of the City of Mitchell, Davison County, South Dakota.

Motion carried and resolution declared duly adopted.

There being no further business to come before the meeting, it was moved by Olson and seconded by Tjarks to adjourn the meeting. Motion carried.

  
\_\_\_\_\_  
Michelle Bathke, Finance Officer

Published once at the approximate cost of \_\_\_\_\_.

SPECIAL MEETING OF THE CITY COUNCIL  
COUNCIL CHAMBERS, CITY HALL  
MITCHELL, SOUTH DAKOTA

August 25, 2016  
12:19 P.M.

**PRESENT:** Dan Allen, Steve Rice, Jeffrey Smith, Susan Tjarks, Dave Tronnes

**ABSENT:** Marty Barington, Mel Olson, Bev Robinson

**PRESIDING:** Mayor Jerry Toomey

**RESOLUTION:**

Moved by Allen, seconded by Tronnes, to adopt Resolution #3378, A Resolution of Intent Regarding BID #2, as follows:

**RESOLUTION NO. 3378**

A RESOLUTION OF INTENT TO MODIFY AND AMEND BUSINESS IMPROVEMENT DISTRICT NO. 2 WITHIN THE CITY OF MITCHELL BY ADJUSTING THE SUM AND APPLICATION OF SUMS COLLECTED PURSUANT TO THE PER ROOM PER NIGHT TAX ON RENTALS OF MOTEL AND HOTEL ROOMS.

Whereas there is in effect in the City of Mitchell, SD, Business Improvement District (BID) No. 2 which provides for the imposition and collection of a tax of \$1.00 on transient guests on rooms rented by lodging establishments within BID No. 2 on a per night per room basis and provided for the allocation and application of funds thereby raised; and

Whereas there was established by Resolutions of the Mitchell City Council and Mayor, a business improvement board, and the persons appointed to such board continue to serve, all within their respective initial and unexpired terms; and

Whereas the said board has brought to the Mitchell City Council, by request and consent of a majority of board members, proposed modifications to portions of the Tax and the application and effective terms thereof all as further detailed. Accordingly, the City Council of the City of Mitchell, SD by this Resolution of Intent, enacted pursuant to SDCL 9-55-7, as amended resolve as follows:

1. The tax to be collected on transient guests of lodging establishments, the method of raising revenue to be fair and equitable, in BID No. 2 shall be increased from the

currently in effect rate of \$1.00 per room per night to \$1.50 per room per night, with the application of said collected proceeds to be as follows:

A. One dollar (\$1.00) of the per room per night occupied room rental shall be applied to the continued defrayal of the cost incurred by the City for the expansion of the Mitchell Activity Center by the construction of the Second Sheet of Ice. At the time when the sum of \$400,000.00 of the portion of the Tax to be so applied (including all such prior collections so applied), then the said portion of the Tax shall be applied to the defrayal and reimbursement to the City for funds advanced for construction of the Indoor Swimming Pool Facility until the sum of One Million Dollars (\$1,000,000.00) shall be so applied; and at the time when the sum so applied in respect to the Indoor Swimming Pool Facility shall reach the sum of One Million Dollars (\$1,000,000.00), then that portion of the Tax shall terminate.

B. One-half Dollar (\$0.50) of the per room per night occupied room rental shall be applied to the support of the Sports and Events Authority. This portion of the Tax shall be in effect for a term of three (3) years beginning on the date when the Tax may first go into legal effect (anticipated January 1, 2017) and shall automatically terminate unless further renewed by subsequent ordinance.

The Mitchell City Council shall conduct a hearing on said proposed amendments and modifications to BID No. 2 at the regular City Council Meeting on September 23, 2016 at 12:00 P.M. in the City Council Chambers at 612 N Main, at which time all parties affected by the amendments and modifications to BID No. 2 as described herein may appear and be heard as provided by law. The City shall cause notice of hearing to be made by mail to all parties affected not less than thirty (30) days prior to the hearing.

Motion carried and resolution declared duly adopted.

There being no further business to come before the meeting, it was moved by Rice and seconded by Smith to adjourn the meeting. Motion carried.

  
Michelle Bathke, Finance Officer

Published once at the approximate cost of \_\_\_\_\_.

**CITY OF MITCHELL  
CITY PLANNING COMMISSION  
MINUTES, August 8, 2016**

Called to Order: Chairman Larson called the August 8, 2016 City Planning Commission Meeting to order at 12:00 pm, Council Chambers, City Hall, 612 N Main St, Mitchell, SD.

Members Present: Larson, Everson, Griffith, Molumby and Schmucker

Members Absent: Fergen, Meyers, and Allen

Others Present: Putnam, McGannon, J. Johnson, T. Johnson, Overweg, Laursen, Hegg, London, and Mayor Toomey.

Agenda: Motion by Molumby, seconded by Griffith to approve the agenda as present. All members present voting aye, motion carried.

Minutes: Motion by Everson, seconded by Griffith to approve the July 25, 2016 minutes as presented. All members present voting aye, motion carried.

Next Meeting: Motion by Everson, seconded by Griffith to schedule the next meeting for August 22, 2016. All members present voting aye, motion carried.

Conditional Use: Angela & Bonnie Jones (applicant) and Boyd and Kay Reimnitz (owners) have made an application for a conditional use permit for a home occupation to operate a retail business and display artworks in the applicants' home at 414 W. 7<sup>th</sup> Ave, legally described as the E ½ of Lots 9 & 10, Block 9, Rowley's 2<sup>nd</sup> Addition, City of Mitchell, Davison County, South Dakota. Zoned R2 Single Family Residential.

The applicants were present to answer questions. No written objections were received. No one other than the applicants and staff testified about this application.

The public notice was published in the *Mitchell Daily Republic* on July 28 & August 4, 2016 and letters to the neighboring property owners were sent on July 27, 2016.

The applicants indicated they will be conducting the business in the living room and sometimes on the front porch. They indicated they have parking on their street and on their property for a couple customers.

They would like to install a banner/sign on the property. They are looking at approximately 30 square feet.

Motion by Molumby, seconded by Everson to recommend the approval of the conditional use to the Board of Adjustment with a condition the applicants be permitted to install a banner not to exceed 30 square feet. All members present voting aye, motion carried.

Conditional Use: Sara Baily has made an application for a conditional use permit/family residential child care facility in her residence at 308 E. 7<sup>th</sup> Ave, legally described as Lot 9, Block 1, Rowley's 1<sup>st</sup> Addition, City of Mitchell, Davison County, SD. Zoned R2 Single Family Residential District.

The applicant was not present. No written objections were received.

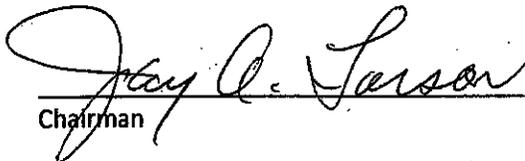
The public notice was published in the *Mitchell Daily Republic* on July 28, and August 4, 2016. Letters to the neighboring property owners were sent July 27, 2016.

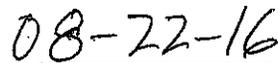
Motion by Everson, seconded by Griffith to recommend approval of the conditional use permit to Board of Adjustment with the following conditions: 1) the permit is nontransferable, 2) if the business ceases for a period of 6 months or longer, then a new application will be required, 3) the home passes a fire inspection, 4) there will no parking and no drop off on the north side (7<sup>th</sup> Avenue). All members present voting aye, motion carried.

Plan Approval: Chuck Mauszycki, Jr 2940 Canal Circle, would like to install a boat/slip/retaining wall on his property and/or possibly share it with his neighbor. McGannon asked the planning commission to review this proposal as he thought it best to have another entity review the project. Motion by Schmucker, seconded by Griffith to only approve the location. The structure is to be approved by the owner's contractor and city officials. All members present voting aye, motion carried.

Annexation: CJM Consulting Inc, has petitioned the council to annex a 40.48 parcel directly north of CJM Second Addition Planned Development and east of Olhman St/407 Avenue (see exhibits). A public hearing by the council will be August 15, 2016. There is no requirement for any action by the planning commission so this was for information only. It was noted that Lots 4 & 5, Block 8 CJM 2<sup>nd</sup> Addition are platted and are not part of the annexation petition. No action taken.

Adjournment: Chairman Larson adjourned the meeting at 12:21 pm.

  
Chairman

  
Date

# **PUBLIC PROPERTIES MINUTES**

**August 15<sup>th</sup>, 2016**

**6:30 to 6:40 P.M.**

**Attending:** Mel Olson (Chairman), Dave Tronnes, Dan Allen, Bev Robinson and Susan Tjarks

**Absent:** None

**Not on the Committee:** Marty Barington, Jeff Smith and Steve Rice

## **1.) CALL TO ORDER**

*Meeting was called to order by Mel Olson.*

## **2.) APPROVE AGENDA**

*Motion to approve by Bev Robinson and Seconded by Dave Tronnes*

## **3.) REQUEST STREET LIGHTS ON TORREY PINES**

Terry Johnson, Deputy Director of Public Works presented to the committee a request for street lights at Torrey Pines in the UBC Development. This was a request from the developer to have street lights installed. This is the last street in this development and we positioned the lights in locations that are the same locations as the other streets in the development. Mel Olson asked if we should be adding lights to a street with no houses on it yet and Steve Rice said he believed that there are a couple of houses being built there right now.

*Motion by Susan Tjarks and Seconded by Dan Allen approve street lights on Torrey Pines.*

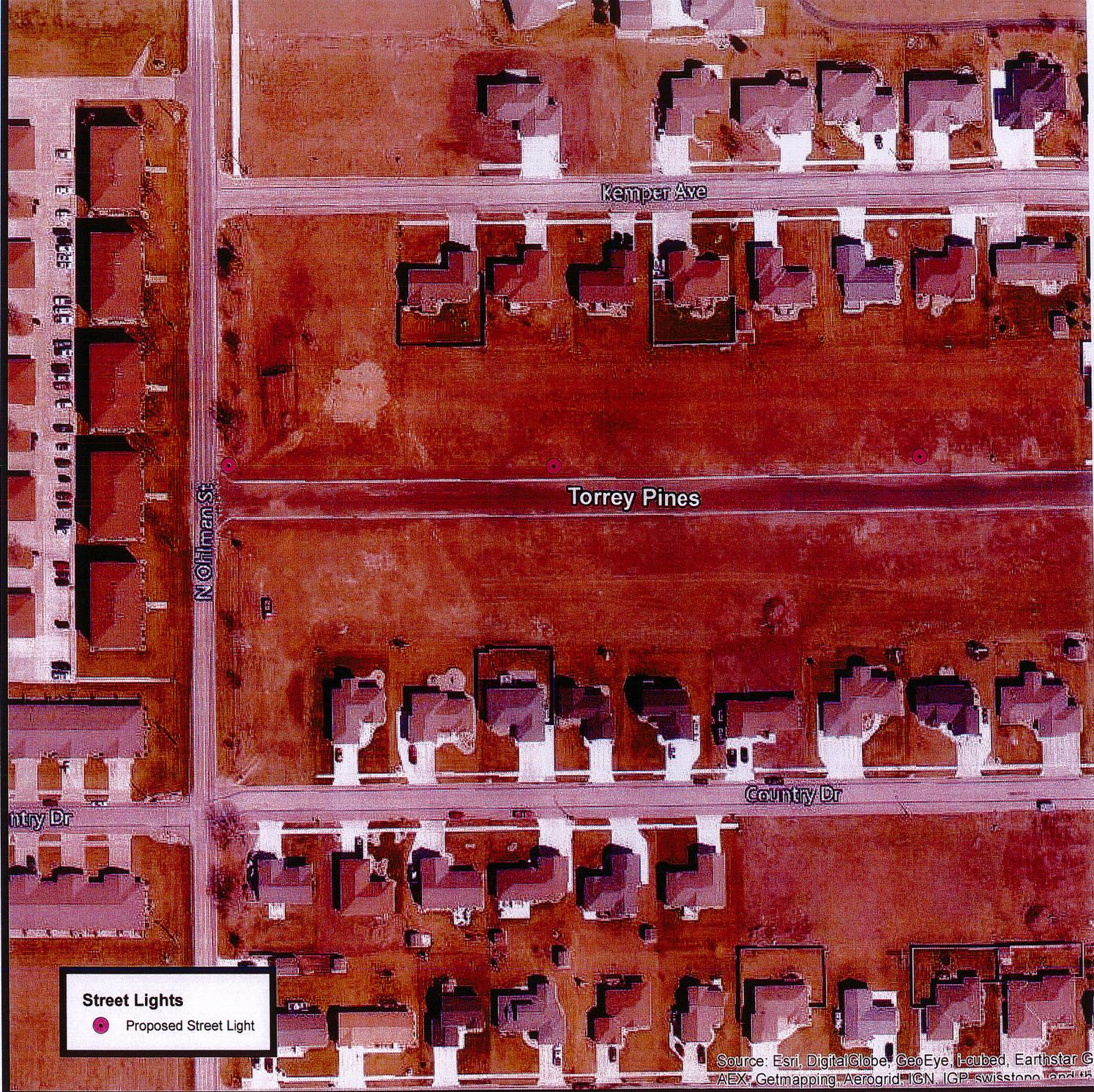
## **4.) LIGHT REQUEST ON WEST SPRUCE FROM ROWLEY STREET TO MAIN STREET.**

Terry presented a plan to install lights on West Spruce from Rowley to Ohlman. We typically put lights at every 300' and street intersections and for Spruce we would put a street light at every other pole. The poles are every 200', so street lights would be every 400'. We will be using all existing wood power poles. There are 7 existing street lights along the route that will be used and 8 new lights will be added to existing poles. The approximate monthly usage cost is \$9 per month. We do no pay for any of the fixture or pole costs, just usage.

*Motion by Dan Allen and Seconded by Dave Tronnes to approve adding lights for west Spruce.*

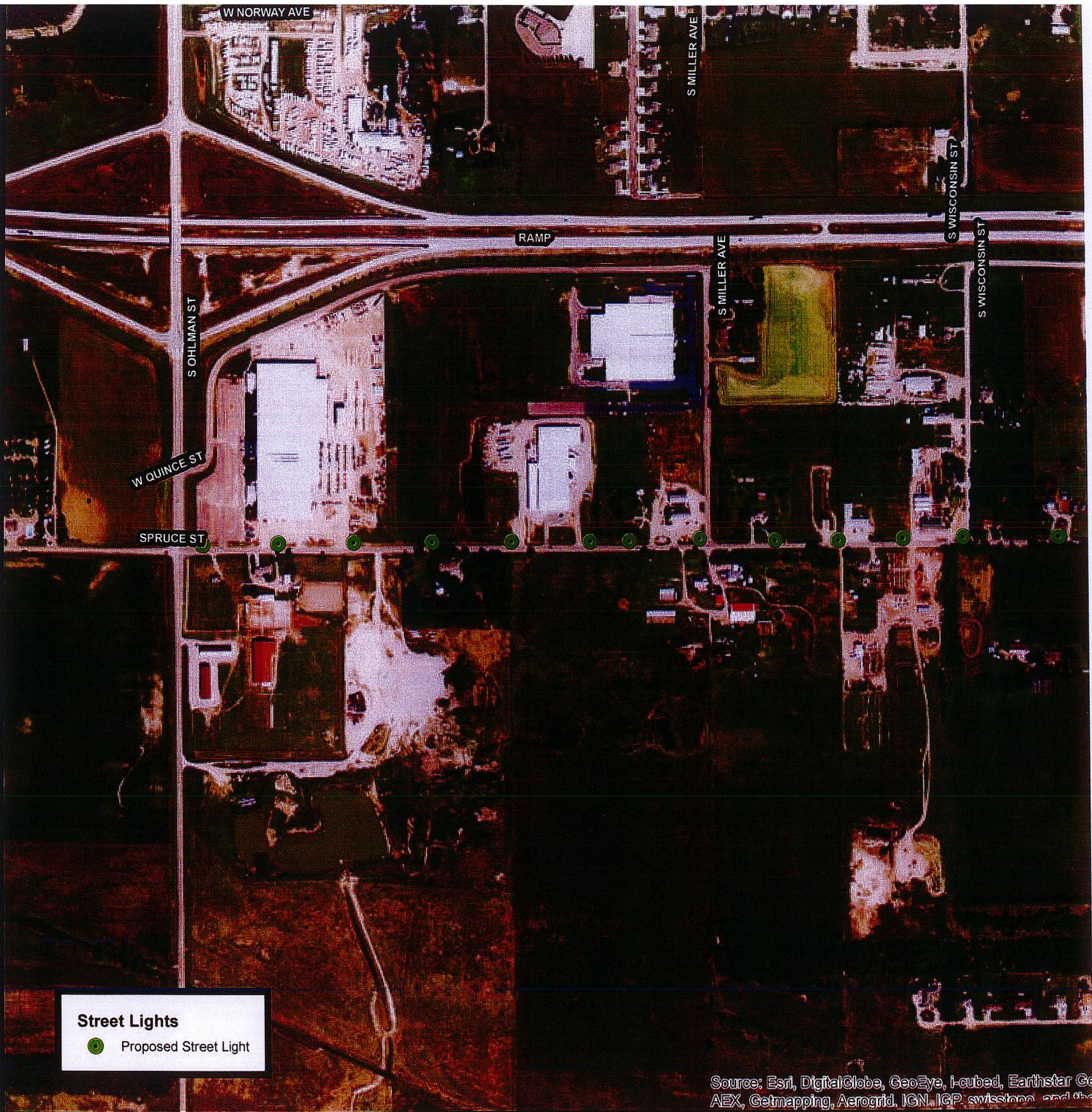
*Meeting adjourned at 6:40 PM*

*Minutes were prepared by Terry Johnson*



**Street Lights**  
● Proposed Street Light

Source: Esri, DigitalGlobe, GeoEye, I-cubed, Earthstar, GeoEye, IGN, Aerogrid, IGN, IGP, swisstopo, and the



**Street Lights**

- Proposed Street Light

Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNR Aero, IGN, IGP, swisstopo, and the

TRAFFIC COMMISSION  
MINUTES  
612 North Main  
Mitchell SD 57301  
August 15<sup>th</sup>, 2016

Chairman Lyndon Overweg called the meeting of the Traffic Commission for the City of Mitchell to order at 6:41pm on Monday, August 15<sup>th</sup>, 2016 in the Mitchell City Council Chambers.

**PRESENT**

Chairman Lyndon Overweg	Councilperson Jeff Smith	Councilperson Dan Allen
Councilperson Dave Tronnes	Councilperson Steve Rice	Ex-officio Dick Figland
Assistant Chief Koster		

**AGENDA**

Chairman Overweg requested approval of the **Agenda** for this meeting August 15<sup>th</sup>, 2016. Councilperson Allen made a motion to approve the agenda. Councilperson Smith seconded the motion with all members voting aye.

**NEW BUSINESS**

**1. Request to remove the “10 Minute” parking in the 500 blk of North Main.**

Chief Overweg informed the group that Craig Fergen with NorthWestern had spoken to him and indicated that they would like to keep the “10 Minute Parking” spaces. Chief Overweg also mentioned that the “15 Minute Parking” has been removed on the 500 blk of North Main. Councilperson Tjarks commented that she felt that the “10 Minute” parking shows preferential treatment for that business and there is parking just to the south in the 5<sup>th</sup> & Main parking lot. Councilperson Rice commented that NorthWestern is the only utility business on Main Street and that people go in and out when dropping off payments. It was asked if there had been complaints on the “10 Minute” parking spaces and Chief Overweg informed them there has not been any complaints. There was also discussion on the option of leaving one “10 Minute” parking space.

Councilperson Smith made a motion to remove the north “10 Minute” parking space in the 500 blk of North Main. Councilperson Tronnes seconded the motion with all members voting aye.

**2. The Pastor Carroll Torberson of Grace Baptist Church, located at 600 S Edmunds St., requests that the first parking spot west of the sidewalk leading up to Grace Baptist Church in the 400 blk. West Douglas be signed as handicapped parking.**

Councilperson Rice made a motion to approve the request. Councilperson Allen seconded the motion with all members voting aye.

**3. Request for a yield sign at Douglas and Wisconsin for north and south traffic.**

A resident had requested the yield sign due to children in the area and increased traffic from Marco's Pizza opening in the area. Chief Overweg informed the group that installing a "Yield" sign would establish right away. Brian Patrick addressed the group and stated that he drives this area often and has seen many near misses because people do not know the right away. Chief Overweg also informed the group that a traffic study was not done at this intersection. There was discussion in regards to criteria for stop and yield signs.

Councilperson Rice made a motion to approve the request. Councilperson Smith seconded the motion. Roll Call: Smith – aye, Tronnes – no, Allen – no and Rice – no. Motion failed.

**4. Remove First United Methodist Church, located in the 300blk of North Rowley Street, requests to move one of the three handicapped parking locations from the 300 blk. N. Rowley to the 100 blk. W. 3<sup>rd</sup> to be located on the 1<sup>st</sup> parking location west of the existing handicap spot on W. 3<sup>rd</sup> and to create a Sunday only bus parking to be located in the 300 blk. N. Rowley just north of the loading unloading zone.**

Councilperson Tronnes asked if other churches have this and there was a discussion in regards to this being a unique situation as most other churches have parking lots. Chris Moller represented the Board of Trustee's for 1<sup>st</sup> United Methodist Church and informed the group that with construction going on they would like to look at a change in the parking layout. This layout would have two "Handicap" spaces on Rowley and two on 3<sup>rd</sup>. By moving one of the "Handicap" spaces this would allow a space to be used to drop people off in front of the church on the 300 blk of North Rowley. Chris also stated that they would like to extend the "Loading & Unloading" for an additional space for "Bus Parking Only" on Sunday, which would allow the bus to pull forward and park.

Councilperson Tronnes made a motion to approve the request. Councilperson Allen seconded the motion with all members voting aye.

## **DISCUSSION**

**1. 1<sup>st</sup> & Foster Intersection.**

Councilperson Robinson informed the group that Mike Hale with Dependable Recycling had spoken to her in regards to the 1<sup>st</sup> & Foster intersection and that he has seen many near misses and would like to have the signage reconsidered for a four-way stop. Chief Overweg informed the group that this intersection was last looked at in 2013 and did not meet the criteria for a four-way stop. The study did show that the signs met criteria to switch the stop signs locations; however, it was decided not to change the signage. It was asked how long the study was done for and Chief Overweg informed them that the study would have been done over a 24-hour period. City Administrator, Stephanie Ellwein, commented that she drives on 1<sup>st</sup> often and has seen people almost get hit four to five times a week. There was also discussion that driver's coming in to Mitchell from the east on 1<sup>st</sup> do not slow down to the 25 mph speed limit. Councilperson Smith commented that many physician's offices have been moved to the Avera Grassland Complex so traffic could be down since the 2013 study. Councilperson Tjarks commented that based

on the number of people that have brought this request to be looked at for a four-way stop because of constant near misses that maybe it should go to a four-stop sign. Councilperson Tjarks commented that she doesn't see a difference in this intersection and the three-way stop that was placed at 3<sup>rd</sup> & Lawler. Councilperson Robinson commented that she did not have a problem with going to a four-way stop. Stephanie Ellwein asked why the stop signs were not switched in 2013 when the study showed they should be. It was mentioned that it wasn't changed as historically it was Hwy 16 and there would be confusion with the stop signs switched. It was also mentioned that Arnie's 1<sup>st</sup> & Foster's entrances/exits are also near this intersection which can also add to the confusion.

Chief Overweg stated that he would get the 2013 Traffic Study to the Traffic Commission members and they could look the study over. If anyone wants to have this intersection added to the next traffic commission agenda, they should notify him.

### **ADJOURNMENT**

Councilperson Allen made a motion to adjourn the meeting at 7:05pm. Councilperson Smith seconded the motion with all members voting aye.

The next Traffic Commission meeting is scheduled for Monday, September 19<sup>th</sup>, 2016. The time will be announced at a later date.

Minutes prepared by Cindy Titze.

# 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:

09/06/2016

Requested By:

Marilyn Jansen

Desired Action of City Council

Authorization

Approval

Resolution

Ordinance

Citizen Request

Discussion

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

Agenda Item:

Approve Surplus Items

Explanation/Background of Agenda Item Requested:

Approve the List of Surplus Items for the Auction on September 20th, 2016

# 2016 LIST OF ITEMS SURPLUS AUCTION

Tuesday September 20, 2016

5:30 PM – 5951 Airport Road

(impound lot at the City of Mitchell north facility)

## VEHICLES

1978 GMC Axel Straight Truck-wastewater  
2012 Dodge Charger-police  
2003 Ford Champion Bus-rsvp  
2002 Dodge Caravan-imp  
1998 Lincoln Continental-imp  
1999 Volvo S80-imp  
2004 Chevy Trailblazer-imp  
1999 Chevy Monte Carlo-imp  
2000 Cadillac Seville-imp  
2001 Pontiac Grand AM-imp  
1999 Buick Century-imp  
1994 Chevy Lumina-IT  
1990 Ford F800-Street

## COMMUNITY SERVICES

27 Sodium Lights  
21 Freeman Bus Seats  
Paper Towel Dispenser  
Copier  
2 Exit Lights  
Metal Desk  
Air Portable A/C  
HP Printer  
Gas Range  
Convection Oven

## FINANCE

Fax Machine  
2-Key Board Trays  
Seat  
Letter opener

## HR

Printer/Fax Machine

## FIRE/EMS

Sentry Wet Water Extinguisher  
3-Thermostats  
2-V-Tech Cordless Phone  
3-Comdial Telephone

Motorola 590 Intercom Phone  
Craftsman Drill  
Door Swing Mechanism  
3-Thomas EMS Bags  
Box of Seat Belt Parts  
4-Blue Safety Harness  
Hydraulic Ram Rod in Box  
4-Air Bags  
2-Air Bag Hoses  
Air Bag Regulator  
Air Chisel  
2 Yellow Safety Harness  
100 feet 10 Gauge Extension Chord  
Ambulance Cot Mount  
Aluminum Coat Rack  
Crow Bar  
Red 16 Cooler  
Air Compressor Motor  
12 Volt Auto Pump  
XL Ammo Can  
20-Yellow Wildland Helmets  
8 LB Dry Chemical Extinguisher  
Two Wheeled Appliance Cart  
Vehicle Seat  
2 Physio Battery Charger  
Confined Space Air Supply System  
Safety Vests

#### **WASTEWATER**

Parts Washer  
2-20 HP electric motors  
3-computers  
200 Amp Breaker Panel  
Assortment of disconnect boxes and panels

#### **GOLF/CEMETERY**

3-Oil Filters  
7 Hydraulic Filters  
2-Fuel Filters  
16-Air Filters  
Weed eater parts  
Lights  
Carburetors  
Alternators  
Starters  
Spark Plugs  
Brass Valves  
John Deere 525 Mower

3 Office Chairs  
Toro-22<sup>nd</sup> Mower  
Garden Hose  
12 Wood Pallets  
Bannerman Seeder  
Aerifier  
28 Guard Rail Panels  
JD Mower Canopy  
4 Spools of Weed Eater String  
Mower Shields  
Fuel Tank  
Hydraulic Pump  
Landscape Edging  
Misc. Hardware  
2 Feet of Duck Tubing  
13 Lengths Hose  
Home lite String Trimmer  
Mulch Kit  
2-JD Bagger Fans  
Air Tank  
Canvas Tarp  
Tires/Tubes/Wheels  
Emergency Wash Cylinder  
2 Metal Shelves  
Air Packer  
3-Jacobson Mower Reels  
Heater Core for Flat Loader  
Bench Grinder  
Vantage Push mower  
30" Door W/out Frame  
Turf Marking Painter  
Toro Mower Canopy  
Golf Cart  
3 Golf Cup Cutters  
4 Dodge Hub Caps  
6 used tool Boxes  
2-Boxes of 2 Sided Sealer Strips  
2-Boxes Light Bulbs  
Jack Hammer  
Home Water Sprinkler Valve  
Mail Box  
Brush Guard Cover  
Thread Cutter  
4 Fixed Outlets  
Breaker Box  
Window Blind  
12 Light Fixtures  
Ground Pounder

7-Weedeater  
Hedge Trimmer  
Dining Table/One Leaf

**STREET**

1984 Wildcat 8400 MDR Snow blower  
Metal Desk  
Parts Washer  
Island Fuel & Gas Pumps  
Brother MFC Printer

**POLICE**

2-Leaf Blower  
2-Suitcase  
Metal pot  
Purse  
CD's  
5-Purses  
Sweatshirt  
Lantern  
Electric Alarm  
12-Knives  
7-Rings  
Leather jacket  
GPS  
Back Pack  
Camera  
Plastic File Folder  
20 Plastic used CD holders  
4-Bikes  
Tools  
Car Seat  
Lawn Ornament  
Floor Safe  
Propane Tank  
Portable Heater  
Gas Can  
Skateboard  
Cell Phone  
Touch Pad  
Nook  
I-Pod  
Backpack  
Belt  
Oil pan  
Radiators  
Dell Computer  
PSP game System

Sonic Rivals game  
Star Wars Battlefront game  
Spiderman game  
HTC Cell phone  
2 cell phone battery chargers  
Garman GPS  
Flash Light  
Gas can  
Light bars  
Gun case  
Speakers  
Holsters  
Grinder Wheels  
2 Fishing Rods with Reel  
Water Jug  
5 Gallon Bucket

**TRAFFIC**

Air Compressor  
Self-Propelled Broom  
Cushman Truckster

**PARKS/CADWELL**

Push Mower  
Cub cadet Push Mower  
Billy Goat Mower  
Atlas Tire Changer  
Chalkers

# 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  
 Authorization       Approval       Resolution  
 Ordinance       Citizen Request       Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Mayor Toomey and CJM Consulting have signed and submitted a petition that vacates a portion of West 19th Avenue as identified on "Exhibit A" of the petition. We will proceed with the appropriate public notice that is required by state statute if the council set the date for hearing. The hearing is required before the formal action of the council's decision to vacate the right-of-way. After the street vacation is completed, we will proceed with platting that identifies parcels and a new street (W. 20th Avenue) that will be recorded and transferred between CJM and the City.

PETITION

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

The undersigned, being the owners of real property abutting the portion of the street hereinafter described, hereby petitions this Governing Body to vacate the portion of said street set forth below pursuant to the statutes in such cases made, and provided, particularly SDCL 9-45-7, et. seq., and the Petitioner respectfully shows and represents the following:

1. The portion of the subject street to be vacated is as follows:  
  
West 19<sup>th</sup> Avenue from the east boundary of the North Ohlman Street right of way to the west boundary of the Pheasant Street right of way located in the NW 1/4 of Section 16, T103N, R60W of the 5<sup>th</sup> PM, City of Mitchell, Davison County, South Dakota; as shown on the plat recorded July 19, 2013, Book 29, Page 17.
2. An illustration of the portion of the street proposed to be vacated is attached hereto, marked "Exhibit A" and by this reference is incorporated herein.
3. West 19<sup>th</sup> Avenue was platted but never constructed.
4. The Petitioners are the sole owners of all property adjoining the portion of West 19<sup>th</sup> Avenue sought to be vacated.

WHEREFORE, Petitioners respectfully pray that the Governing Body order this Petition to be filed with the City Finance Officer, and directs that notice of the time and place when the Petition will be considered be given by publication once each week for two successive weeks; and that upon said hearing, the Governing Body adopt a resolution vacating the portion of the street set forth in this Petition pursuant to SDCL 9-45-7 et seq.

Dated this 22<sup>nd</sup> day of August, 2016.

CITY OF MITCHELL, SD

  
Jerry Toomey, Mayor

(seal)

Attest:   
Michelle Bathke, Finance Officer



CITY OF MITCHELL, SD.

Jerry Toomey  
Jerry Toomey, Mayor

(seal)

Attest: Michelle Bathke  
Michelle Bathke, Finance Officer

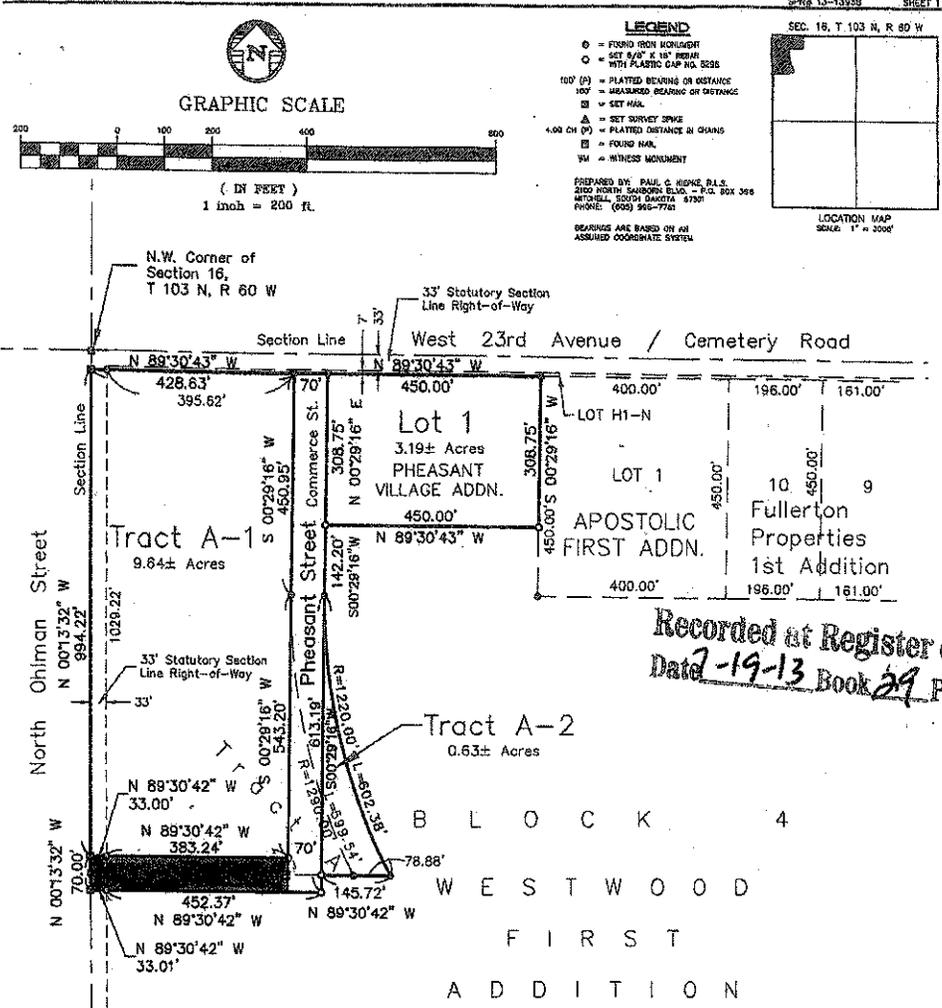
Subscribed and sworn to before me this 22<sup>nd</sup> day of August, 2016.

(seal)

Cynthia Rohl  
Notary Public  
My Commission Expires: 11-3-2017

EXHIBIT A

SPN 13-13929 SHEET 1 OF 1



Recorded at Register of Deeds  
 Date 1-19-13 Book 29 Page 17

A PLAT OF TRACTS A-1 AND A-2 OF WESTWOOD FIRST ADDITION, PHEASANT STREET, WEST 19TH AVENUE AND LOT 1 OF PHEASANT VILLAGE ADDITION, ALL IN THE NW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

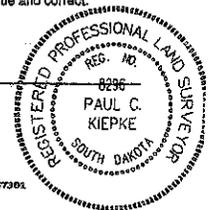
THIS PLAT VACATES TRACT A OF WESTWOOD FIRST ADDITION, AS RECORDED OCTOBER 12, 2004 IN BOOK 20, PAGE 35 AND THAT PORTION OF BLOCK 4, AS RECORDED MARCH 9, 2005, IN BOOK 21, PAGE 9, LYING WITHIN LOT 1, PHEASANT ADDITION AND WEST 19TH AVENUE, ALL IN THE NW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

SURVEYOR'S CERTIFICATE

I, Paul C. Kiepke, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of CJM Consulting, Inc., a South Dakota corporation, and the City of Mitchell, South Dakota, a Municipal Corporation, as owners, and under their direction for purposes indicated therein, I did on or prior to April 17, 2013, survey those parcels of land described as follows: TRACTS A-1 AND A-2 OF WESTWOOD FIRST ADDITION, PHEASANT STREET, WEST 19TH AVENUE AND LOT 1 OF PHEASANT VILLAGE ADDITION, ALL IN THE NW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA. This plat does hereby vacate TRACT A OF WESTWOOD FIRST ADDITION, as recorded October 12, 2004 in Book 20, page 35 AND THAT PORTION OF BLOCK 4, WESTWOOD FIRST ADDITION, as recorded March 9, 2005, in Book 21, Page 9, LYING WITHIN LOT 1, PHEASANT ADDITION AND WEST 19TH AVENUE, ALL IN THE NW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct. Dated this 29th day of April, 2013.

Registered Land Surveyor #6298



**SPN & Associates**  
 Engineers, Planners and Surveyors  
 2100 North Southern Blvd. - P.O. Box 394 Mitchell, South Dakota 57301  
 Phone: (605) 996-7761 Fax: (605) 996-0015

# CITY OF MITCHELL

## City Council Meeting Agenda Item Request



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

Meeting Date Requested:

09/06/2016

Requested By:

Mayor Toomey

Desired Action of City Council

Authorization

Approval

Resolution

Ordinance

Citizen Request

Discussion

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

Agenda Item:

Approve the Appointment of 5 Members to the Sports and Events Authority

Explanation/Background of Agenda Item Requested:

Approve the appointment of the following 5 members to the Sports and Events Authority Committee:

Rebecca Grace  
Teri Robertson  
Bryan Dixon  
LaRee Rumbolz  
Lana Hart

# 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

<input type="checkbox"/> Authorization	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Citizen Request	<input type="checkbox"/> Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Hearing on the application of Mitchell Elks Lodge for a Special Event Liquor License located at the Masonic Lodge, 112 East 5th Avenue, Mitchell on

- \* October 1, 2016 for a Wedding
- \* October 6, 2016 or Shrine Sportsman Fundraiser
- \* October 8, 2016 for a Wedding
- \* October 29, 2016 for a Wedding

Hearing on the application of Bates Enterprises to transfer Retail (On -Sale) Liquor License RL-5761 from Bates Enterprises, dba Big Dummy's Longhorn Bar, 108-114 North Main, Mitchell, SD to Bates Enterprises, dba Big Dummy's Longhorn Bar, 108-114 North Main, Mitchell, SD due to a change in configuration of the licensed premises to include the next building.

Hearing on the application of Overtime Steakhouse & Sports Bar for a Special Event Liquor License located at the Overtime Event Center, 812 North Rowley, Mitchell on October 1, 2016 for a Wedding.

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

License No. \_\_\_\_\_

# Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

<b>A. Owner Name and Address</b>  MITCHELL ELKS LODGE #1059 P.O. BOX 87 MITCHELL, SD 57301  Owner's Telephone #: 605-630-5506	<b>B. Business Name and Address</b>  MASONIC LODGE 112 E. 5TH AVE. MITCHELL, SD 57301  Business Telephone #: 605-996-4724
---	---

<b>C. Indicate the class of license being applied for</b> (submit separate application for each class of license). <input checked="" type="checkbox"/> Retail (on-sale) Liquor <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant <input type="checkbox"/> Retail (on-off sale) Wine <input type="checkbox"/> Package (off-sale) Liquor <input type="checkbox"/> Retail (on-off sale) Malt Beverage <input type="checkbox"/> Retail (on-off sale) Malt Beverage & SD Farm Wine <input type="checkbox"/> Package (off sale) Malt Beverage <input type="checkbox"/> Package (off sale) Malt Beverage & SD Farm Wine <input checked="" type="checkbox"/> Other (please classify) <i>Weddings OCT 1st</i> <input type="checkbox"/> Transfer Fee \$150.00  Number of other Package Liquor Licenses held: <u>0</u> Number of other On-sale Liquor Licenses held: <u>0</u> Is this License in active use? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>D. Legal description of licensed premise:</b> LOTS 5 & 6, BLK 4, M. H. ROWLEY 1ST ADDITION TO MITCHELL, SD  Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Do you own <input type="checkbox"/> or lease <input checked="" type="checkbox"/> this property? (Check one)  <b>E. State Sales Tax Number:</b> <u>1019-5797-ST</u>  <b>F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.</b>  <b>G. New license?</b> <input checked="" type="checkbox"/> <b>Transfer?</b> (\$150) _____ <b>Re-issuance?</b> _____
---	---

**H. 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.

Signed this 17<sup>th</sup> day of Aug 2016 Signature [Signature]

**I. Any Application** required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality?  Yes  No County: DAVISON

This application was subscribed and sworn to before me this 17<sup>th</sup> day of August 2016

Approving Officer's Telephone number 605-995-8420 Signature: [Signature]

**J. 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.

Application approved for Sunday on-sale operation?  Yes  No  
 Amount of fee collected with application \$ \_\_\_\_\_  
 Amount of fee retained \$ \_\_\_\_\_  
 Forwarded with application \$ \_\_\_\_\_

Number of video lottery terminals on licensed premise: \_\_\_\_\_

**For Local Government Use**

Signed this \_\_\_\_\_ day of \_\_\_\_\_

(Seal) \_\_\_\_\_

Any Application signed Mayor or Chairman \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant.

**Transferred (State Use)**

From: \_\_\_\_\_

Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

**STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_**

Please complete reverse side

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

If supplement unchanged from last year check this box and sign below.

State of South Dakota )

**Affidavit**

County of DAVISON )

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC ELKS OF MITCHELL BLDG ASSN. TRUSTEES  
 Address of office and principal place of business of corporation/partnership/LP/LLC P.O. BOX 87, MITCHELL, SD 57301  
 Date of incorporation 10-12-2005  
 Date of last report filed with Secretary of State 7-13-16  
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES  
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? 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
JEFF RIDGWAY	PRESIDENT	400 E. 54TH ST, MITCHELL, SD	GAS STATION MANAGER
DENNIS KAUS	SECRETARY	408 W. 12TH AVE., MITCHELL, SD	RETIRED
LOYD OLESON	TREASURER	1414 W. CEDAR AVE., MITCHELL, SD	RETIRED

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
BEKKA KELLY	402 W. 2ND AVE, MT. VERNON, SD	HOUSEWIFE
DONALD DAVIS	316 W. 6TH AVE, MITCHELL, SD	WOODWORKER
WANDA KAUS	42260 255TH ST., ALEXANDRIA, SD	SCHOOL CAFETERIA

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
JEFF RIDGWAY	400 E. 54TH ST, MITCHELL, SD	
DENNIS KAUS	408 W. 12TH AVE., MITCHELL, SD	
LOYD OLESON	1414 W. CEDAR AVE., MITCHELL, SD	

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES  
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? NO

Name	Type of License, Financial Interest Held, and Address of Retail Outlet
NONE	

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

Name	Office	Address	Occupation
DENNIS KAUS	PRESIDENT	408 W. 12TH AVE., MITCHELL, SD 57301	PHONE (605) 999-6574
LOYD OLESON	TREASURER	1414 W. CEDAR AVE., MITCHELL, SD	RETIRED

**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 [Signature]

Subscribed and sworn to before me this 17th of August 2017, DAVISON County, State of South Dakota.

My commission expires 11-3-2017  
[Signature]  
 (Notary Public)

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

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

License No. \_\_\_\_\_

# Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

<b>A. Owner Name and Address</b>  MITCHELL ELKS LODGE #1059 P.O. BOX 87 MITCHELL, SD 57301  Owner's Telephone #: 605-630-5506	<b>B. Business Name and Address</b>  MASQUE LODGE 112 E. 5TH AVE. MITCHELL, SD 57301  Business Telephone #: 605-996-4724
---	--

<b>C. Indicate the class of license being applied for</b> (submit separate application for each class of license). <input checked="" type="checkbox"/> Retail (on-sale) Liquor <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant <input type="checkbox"/> Retail (on-off sale) Wine <input type="checkbox"/> Package (off-sale) Liquor <input type="checkbox"/> Retail (on-off sale) Malt Beverage <input type="checkbox"/> Retail (on-off sale) Malt Beverage & SD Farm Wine <input type="checkbox"/> Package (off sale) Malt Beverage <input type="checkbox"/> Package (off sale) Malt Beverage & SD Farm Wine <input checked="" type="checkbox"/> Other (please classify) <u>OCT 6, 2016 Shrine</u> <input type="checkbox"/> Transfer Fee \$150.00 <u>Sportsman Fundraiser</u> <u>Liquor</u>  Number of other Package Liquor Licenses held: <u>0</u> Number of other On-sale Liquor Licenses held: <u>0</u> Is this License in active use? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>D. Legal description of licensed premise:</b> LOTS 5 & 6, BLK 4, M. H. ROWLEY 1ST ADDITION TO MITCHELL, SD  Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Do you own <input type="checkbox"/> or lease <input checked="" type="checkbox"/> this property? (Check one)  <b>E. State Sales Tax Number:</b> <u>1019-5797-ST</u>  <b>F. Remember to obtain a Federal Alcohol Stamp, for help call TTB</b> at 1-800-937-8864.  <b>G. New license?</b> <input checked="" type="checkbox"/> <b>Transfer? (\$150)</b> <input type="checkbox"/> <b>Re-issuance?</b> <input type="checkbox"/>
---	--

**H. 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.

Signed this 31 day of Aug 2016 Signature [Signature]

**I. Any Application** required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality?  Yes  No County: DAVISON  
This application was subscribed and sworn to before me this 31<sup>st</sup> day of August 2016  
Approving Officer's Telephone number 605-995-8420 Signature: [Signature]

**J. 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.

Application approved for Sunday on-sale operation?  Yes  No  
Are real property taxes paid to date?  Yes  No  
Ineligible for video lottery?   
Number of video lottery terminals on licensed premise: \_\_\_\_\_  
Amount of fee collected with application \$ 200.00  
Amount of fee retained \$ 200.00  
Forwarded with application \$ 0

**For Local Government Use**  
(Seal) \_\_\_\_\_  
Mayor or Chairman  
If disapproved, endorse reason thereon and return to applicant.

**Transferred (State Use)**  
From: \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_  
**STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_**

Please complete reverse side

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

If supplement unchanged from last year check this box and sign below.

**Affidavit**

State of South Dakota )

County of DAVISON )

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC ELKS OF MITCHELL BLDG ASSN. TRUSTEES  
 Address of office and principal place of business of corporation/partnership/LP/LLC P.O. BOX 87, MITCHELL, SD 57301  
 Date of incorporation 10-12-2005  
 Date of last report filed with Secretary of State 7-13-16  
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES  
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? 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
JEFF RIDGWAY	PRESIDENT	400 E. 54TH ST, MITCHELL, SD	GAS STATION MANAGER
DENNIS KAUS	SECRETARY	408 W. 12TH AVE., MITCHELL, SD	RETIRED
LOYD OLESON	TREASURER	1414 W. CEDAR AVE., MITCHELL, SD	RETIRED

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
BEKKA KELLY	402 W. 2ND AVE. MT. VERNON, SD	HOUSEWIFE
DONALD DAVIS	316 W. 6TH AVE, MITCHELL, SD	WOODWORKER
WANDA KAUS	42260 255TH ST., ALEXANDRIA, SD	SCHOOL CAFETERIA

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet
NONE	

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

DENNIS KAUS, 408 W. 12TH AVE., MITCHELL, SD 57301 PHONE (605) 999-6574

**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 [Signature]

Subscribed and sworn to before me this 31<sup>st</sup> of August 2016, Daivison County, State of South Dakota.

My commission expires 11-3-2017 [Signature]  
 (Notary Public)

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

License No. \_\_\_\_\_

# Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

<b>A. Owner Name and Address</b>  MITCHELL ELKS LODGE #1059 P.O. BOX 87 MITCHELL, SD 57301  Owner's Telephone #: 605-630-5506	<b>B. Business Name and Address</b>  MASONIC LODGE 112 E. 5TH AVE. MITCHELL, SD 57301  Business Telephone #: 605-996-4724
<b>C. Indicate the class of license being applied for</b> (submit separate application for each class of license). <input checked="" type="checkbox"/> Retail (on-sale) Liquor <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant <input type="checkbox"/> Retail (on-off sale) Wine <input type="checkbox"/> Package (off-sale) Liquor <input type="checkbox"/> Retail (on-off sale) Malt Beverage <input type="checkbox"/> Retail (on-off sale) Malt Beverage & SD Farm Wine <input type="checkbox"/> Package (off sale) Malt Beverage <input type="checkbox"/> Package (off sale) Malt Beverage & SD Farm Wine <input checked="" type="checkbox"/> Other (please classify) <i>Wedding Oct 8th</i> <input type="checkbox"/> Transfer Fee \$150.00  Number of other Package Liquor Licenses held: <u>0</u> Number of other On-sale Liquor Licenses held: <u>0</u> Is this License in active use? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>D. Legal description of licensed premise:</b> LOTS 5 & 6, BLK 4, M. H. ROWLEY 1ST ADDITION TO MITCHELL, SD  Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Do you own <input type="checkbox"/> or lease <input checked="" type="checkbox"/> this property? (Check one)  <b>E. State Sales Tax Number:</b> <u>1019-5797-ST</u>  <b>F. Remember to obtain a Federal Alcohol Stamp, for help call TTB</b> at 1-800-937-8864.  <b>G. New license?</b> <input checked="" type="checkbox"/> <b>Transfer? (\$150)</b> _____ <b>Re-issuance?</b> _____

**H. 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.

Signed this 17 day of Aug 2016 Signature [Signature]

**I. Any Application** required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers; manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality?  Yes  No County: DAVISON

This application was subscribed and sworn to before me this 17th day of August 2016

Approving Officer's Telephone number 605 995 8110 Signature: [Signature]

**J. 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.

Application approved for Sunday on-sale operation?  Yes  No Amount of fee collected with application \$ \_\_\_\_\_

Are real property taxes paid to date?  Yes  No Amount of fee retained \$ \_\_\_\_\_

Ineligible for video lottery  Forwarded with application \$ \_\_\_\_\_

Number of video lottery terminals on licensed premise: \_\_\_\_\_

**For Local Government Use**

Signed this \_\_\_\_\_ day of \_\_\_\_\_

(Seal) \_\_\_\_\_

Any Application for \_\_\_\_\_ Mayor or Chairman \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant.

**Transferred (State Use)**

From: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Sales tax approval \_\_\_\_\_

**STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_**

Please complete reverse side

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

If supplement unchanged from last year check this box and sign below.

State of South Dakota )

**Affidavit**

County of **DAVISON** )

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC ELKS OF MITCHELL BLDG ASSN. TRUSTEES  
 Address of office and principal place of business of corporation/partnership/LP/LLC P.O. BOX 87, MITCHELL, SD 57301  
 Date of incorporation 10-12-2005  
 Date of last report filed with Secretary of State 7-13-16  
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES  
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? 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
JEFF RIDGWAY	PRESIDENT	400 E. 54TH ST, MITCHELL, SD	GAS STATION MANAGER
DENNIS KAUS	SECRETARY	408 W. 12TH AVE., MITCHELL, SD	RETIRED
LOYD OLESON	TREASURER	1414 W. CEDAR AVE., MITCHELL, SD	RETIRED

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
BEKKA KELLY	402 W. 2ND AVE., MT. VERNON, SD	HOUSEWIFE
DONALD DAVIS	316 W. 6TH AVE, MITCHELL, SD	WOODWORKER
WANDA KAUS	42260 255TH ST., ALEXANDRIA, SD	SCHOOL CAFETERIA

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
JEFF RIDGWAY	400 E. 54TH ST, MITCHELL, SD	
DENNIS KAUS	408 W. 12TH AVE., MITCHELL, SD	
LOYD OLESON	1414 W. CEDAR AVE., MITCHELL, SD	

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES  
 Name NONE Type of License, Financial Interest Held, and Address of Retail Outlet

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

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?  
DENNIS KAUS, 408 W. 12TH AVE., MITCHELL, SD 57301 PHONE (605) 999-6574

**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 [Signature]  
 Subscribed and sworn to before me this 17<sup>th</sup> of August 2006, Daivison County, State of South Dakota.  
 My commission expires 11-3-2017  
[Signature]  
 (Notary Public)

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

License No. \_\_\_\_\_

# Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

<b>A. Owner Name and Address</b>  MITCHELL ELKS LODGE #1059 P.O. BOX 87 MITCHELL, SD 57301  Owner's Telephone #: 605-630-5506	<b>B. Business Name and Address</b>  MASONIC LODGE 112 E. 5TH AVE. MITCHELL, SD 57301  Business Telephone #: 605-996-4724
<b>C. Indicate the class of license being applied for</b> (submit separate application for each class of license). <input checked="" type="checkbox"/> Retail (on-sale) Liquor <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant <input type="checkbox"/> Retail (on-off sale) Wine <input type="checkbox"/> Package (off-sale) Liquor <input type="checkbox"/> Retail (on-off sale) Malt Beverage <input type="checkbox"/> Retail (on-off sale) Malt Beverage & SD Farm Wine <input type="checkbox"/> Package (off sale) Malt Beverage <input type="checkbox"/> Package (off sale) Malt Beverage & SD Farm Wine <input checked="" type="checkbox"/> Other (please classify) <i>Wedding Oct 29th</i> <input type="checkbox"/> Transfer Fee \$150.00  Number of other Package Liquor Licenses held: <u>0</u> Number of other On-sale Liquor Licenses held: <u>0</u> Is this License in active use? <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>D. Legal description of licensed premise:</b> LOTS 5 & 6, BLK 4, M. H. ROWLEY 1ST ADDITION TO MITCHELL, SD  Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  Do you own <input type="checkbox"/> or lease <input checked="" type="checkbox"/> this property? (Check one)  <b>E. State Sales Tax Number:</b> <u>1019-5797-ST</u>  <b>F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.</b>  <b>G. New license?</b> <input checked="" type="checkbox"/> <b>Transfer? (\$150)</b> <input type="checkbox"/> <b>Re-issuance?</b> <input type="checkbox"/>

**H. 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.

Signed this 17 day of Aug 2016 Signature [Signature]

**I. (Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.**

Place of business is located in a municipality?  Yes  No County: DAVISON

This application was subscribed and sworn to before me this 17<sup>th</sup> day of August 2016

Approving Officer's Telephone number 605-995-8416 Signature: [Signature]

**J. 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.

Application approved for Sunday on-sale operation?  Yes  No Amount of fee collected with application \$ \_\_\_\_\_

Are real property taxes paid to date?  Yes  No Amount of fee retained \$ \_\_\_\_\_

Ineligible for video lottery  Forwarded with application \$ \_\_\_\_\_

Number of video lottery terminals on licensed premise: \_\_\_\_\_

**For Local Government Use**

Signed: \_\_\_\_\_ day of \_\_\_\_\_

(Seal) \_\_\_\_\_

Any Application from Mayor or Chairman of a local government is void if disapproved, endorse reason thereon and return to applicant.

**Transferred (State Use)**

From: \_\_\_\_\_

Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

**STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_**

Please complete reverse side

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

If supplement unchanged from last year check this box and sign below.

State of South Dakota )

**Affidavit**

County of DAVISON )

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC ELKS OF MITCHELL BLDG ASSN. TRUSTEES  
 Address of office and principal place of business of corporation/partnership/LP/LLC P.O. BOX 87, MITCHELL, SD 57301  
 Date of incorporation 10-12-2005  
 Date of last report filed with Secretary of State 7-13-16  
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES  
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? 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
JEFF RIDGWAY	PRESIDENT	400 E. 54TH ST, MITCHELL, SD	GAS STATTON MANAGER
DENNIS KAUS	SECRETARY	408 W. 12TH AVE., MITCHELL, SD	RETIRED
LOYD OLESON	TREASURER	1414 W. CEDAR AVE., MITCHELL, SD	RETIRED

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
BEKKA KELLY	402 W. 2ND AVE, MT. VERNON, SD	HOUSEWIFE
DONALD DAVIS	316 W. 6TH AVE, MITCHELL, SD	WOODWORKER
WANDA KAUS	42260 255TH ST., ALEXANDRIA, SD	SCHOOL CAFETERIA

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES  
 Name NONE  
 Type of License, Financial Interest Held, and Address of Retail Outlet NONE

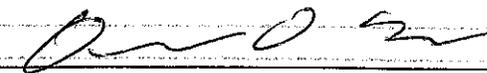
Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Address	Occupation

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

DENNIS KAUS, 408 W. 12TH AVE., MITCHELL, SD 57301 PHONE (605) 999-6574  
LOYD OLESON, 1414 W. CEDAR AVE., 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 

Subscribed and sworn to before me this 17th of August 2016 Daivison County, State of South Dakota.

My commission expires 11-3-2017  
Cynthia Post  
 (Notary Public)

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

License No. RL-5761

### Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

**A. Owner Name and Address**

*Sales Enterprises*  
108-114 A Ave  
Pierre SD 57501

Owner's Telephone #: 521-4725

**B. Business Name and Address**

*RL-5761*  
*Sales Enterprises*  
108-114 A Ave  
Pierre SD 57501

Business Telephone #: 990-3869

**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
- Retail (on-off sale) Wine
- Package (off-sale) Liquor
- Retail (on-off sale) Malt Beverage
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package (off sale) Malt Beverage
- Package (off sale) Malt Beverage & SD Farm Wine
- Other (please classify) Sunday Sales
- Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 3

Number of other On-sale Liquor Licenses held: 3

Is this License in active use?  Yes  No

**D. Legal description of licensed premise:**

*108-114 A Ave Bldg 12*  
*110-101-12 Bldg 12*  
*112-101-13 Bldg 12*  
*119-101-14 Bldg 12*

Have you ever been convicted of a felony?  Yes  No

Do you own  or lease  this property? (Check one)

E. State Sales Tax Number: 1025-5639-31

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license?  Transfer? (\$150)  Re-issuance?

**H. 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.

Signed this 29 day of Aug. Signature [Signature]

**I.** Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality?  Yes  No County: Dawson

This application was subscribed and sworn to before me this 29<sup>th</sup> day of August 2016

Approving Officer's Telephone number 605-915-8416 Signature: Candy Rott

**J. 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.

Application approved for Sunday on-sale operation?  Yes  No

Are real property taxes paid to date?  Yes  No

Ineligible for video lottery

Number of video lottery terminals on licensed premise: \_\_\_\_\_

Amount of fee collected with application \$ \_\_\_\_\_

Amount of fee retained \$ \_\_\_\_\_

Forwarded with application \$ \_\_\_\_\_

**For Local Government Use**

(Seal) \_\_\_\_\_  
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

**Transferred (State Use)**

From: \_\_\_\_\_

Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_

STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_

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

If supplement unchanged from last year check this box and sign below.

State of South Dakota )

**Affidavit**

:ss

County of )

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Bates Enterprises

Address of office and principal place of business of corporation/partnership/LP/LLC \_\_\_\_\_

Date of incorporation \_\_\_\_\_

Date of last report filed with Secretary of State \_\_\_\_\_

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? \_\_\_\_\_

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? \_\_\_\_\_

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

Name	Office	Address	Occupation
------	--------	---------	------------

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
------	---------	------------

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
------	---------	----------------------

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet
------	--

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

**With signature the applicant agrees to the following:**

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

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

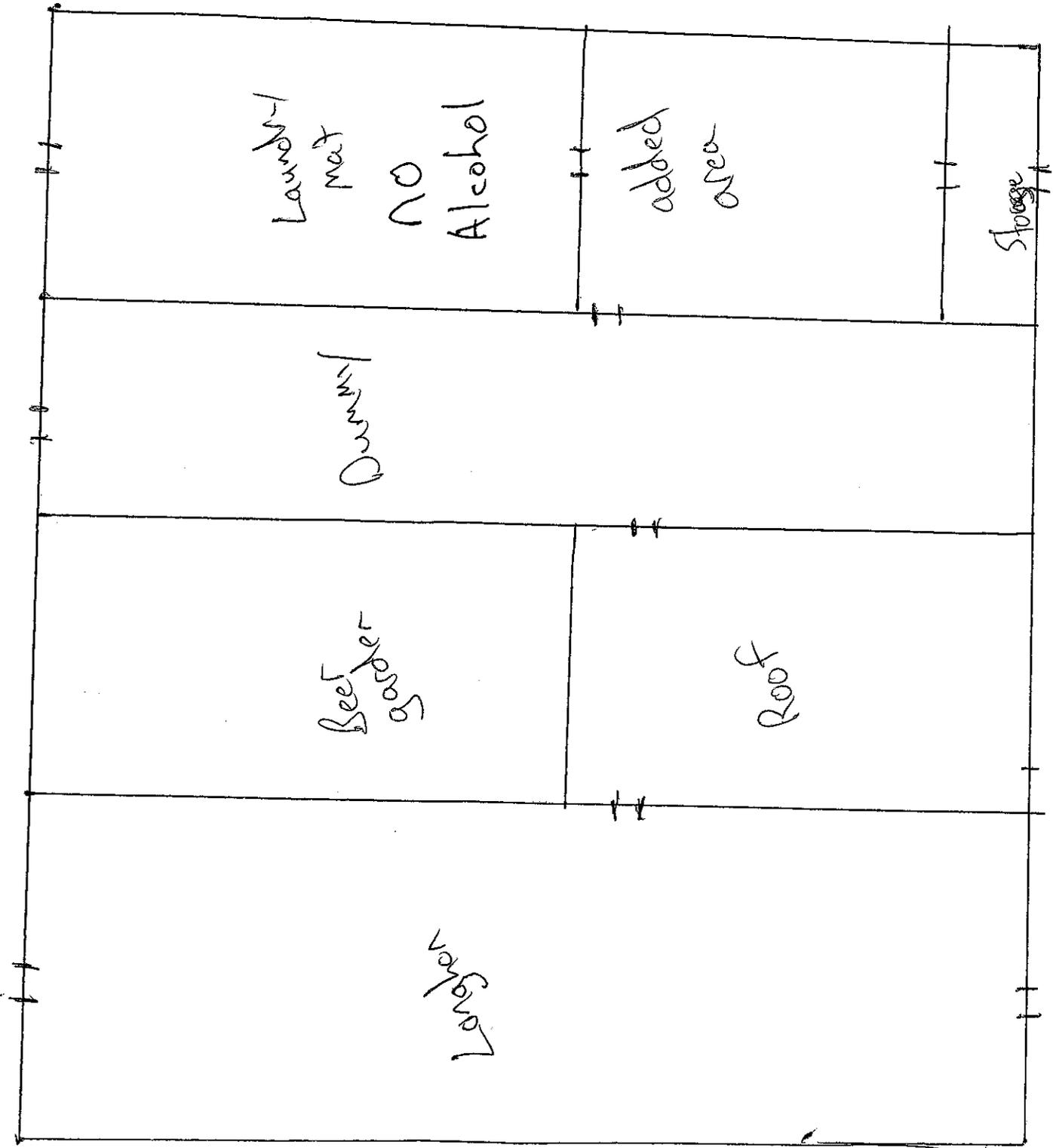
Signature of Authorized Officer/Director/Partner \_\_\_\_\_

Subscribed and sworn to before me this 20<sup>th</sup> August 2016, Dawson County, State of South Dakota.

My commission expires 11-03-2017

Cynthia Root  
(Notary Public)

Main



Alley

Date Received \_\_\_\_\_  
Date Issued \_\_\_\_\_

License No. \_\_\_\_\_

### Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

<p><b>A. Owner Name and Address</b>  <u>Sean Moran</u>  <u>25065 Alex Ct, Mitchell</u></p> <p><b>Owner's Telephone #:</b> <u>630 6028</u></p>	<p><b>B. Business Name and Address</b>  <u>OverTime Event Center</u>  <u>812 N. Rowley, Suite B</u>  <u>Mitchell, SD 57301</u></p> <p><b>Business Telephone #:</b> <u>630 6028</u></p>
<p><b>C. Indicate the class of license being applied for</b>          (submit separate application for each class of license).  <input type="checkbox"/> Retail (on-sale) Liquor  <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant  <input type="checkbox"/> Retail (on-off sale) Wine  <input type="checkbox"/> Package (off-sale) Liquor  <input type="checkbox"/> Retail (on-off sale) Malt Beverage  <input type="checkbox"/> Retail (on-off sale) Malt Beverage &amp; SD Farm Wine  <input type="checkbox"/> Package (off sale) Malt Beverage  <input type="checkbox"/> Package (off sale) Malt Beverage &amp; SD Farm Wine  <input checked="" type="checkbox"/> Other (please classify) <u>wedding - liquor</u>  <input type="checkbox"/> Transfer Fee \$150.00 <u>1 Oct 2016</u></p> <p>Number of other Package Liquor Licenses held: <u>1</u>          Number of other On-sale Liquor Licenses held: <u>0</u>          Is this License in active use? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>D. Legal description of licensed premise:</b>  <u>see attached</u></p> <p>Have you ever been convicted of a felony? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Do you own <input type="checkbox"/> or lease <input checked="" type="checkbox"/> this property? (Check one)</p> <p><b>E. State Sales Tax Number:</b> <u>1026-9247-5T</u></p> <p><b>F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.</b></p> <p><b>G. New license?</b> <input checked="" type="checkbox"/> <b>Transfer?</b> (\$150) _____ <b>Re-issuance?</b> _____</p>

**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.

Signed this 31 day of August 2016 Signature [Signature]

Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality?  Yes  No County: Dawson

This application was subscribed and sworn to before me this 31<sup>st</sup> day of August 2016

Approving Officer's Telephone number 605-995-8416 Signature: [Signature]

**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.

Application approved for Sunday on-sale operation?  Yes  No  
Are real property taxes paid to date?  Yes  No  
Ineligible for video lottery   
Number of video lottery terminals on licensed premise: \_\_\_\_\_

Amount of fee collected with application \$ 200.00  
Amount of fee retained \$ 200.00  
Forwarded with application \$ 0

**For Local Government Use**  
\_\_\_\_\_  
(Seal) \_\_\_\_\_  
Mayor or Chairman  
If disapproved, endorse reason thereon and return to applicant

**Transferred (State Use)**  
From: \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_  
**STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_**

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

If supplement unchanged from last year check this box and sign below.

State of South Dakota )

**Affidavit**

County of )

:SS



I, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC Overtime Properties Inc  
 Address of office and principal place of business of corporation/partnership/LP/LLC 716 N Rowley, Mitchell, SD  
 Date of incorporation 20 March 2013  
 Date of last report filed with Secretary of State April 2016  
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? yes  
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? 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>Seana Moen</u>	<u>owner</u>	<u>22015 Alex Ct, Mitchell</u>	<u>owner/operator</u>
<u>Stephane Moen</u>	<u>owner</u>	<u>same</u>	<u>owner</u>

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
<u>same as above</u>		<u>owner</u>
<u>same as above</u>		<u>owner</u>

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
<u>same as above</u>		<u>50%</u>
<u>same as above</u>		<u>50%</u>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name Type of License, Financial Interest Held, and Address of Retail Outlet

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc? Overtime Steakhouse & Sport Bar, 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 [Signature]

Subscribed and sworn to before me this 31<sup>st</sup> of August 2016 Dawson County, State of South Dakota.

My commission expires 11-03-2017

[Signature]  
(Notary Public)



Filed for Record - Davison County SD  
 Filed On 4/22/2009 3:55 PM  
 Document# R 091357 Transfer\$ .50  
 Book Q709 Page 45 Fee\$ 14.00  
 NSFee 10.00  
 By *Teri L. Burgess, Deputy*  
 Debra A. Young, Register of Deeds 103730

This document prepared by (and after recording )  
 return to: )  
 Name: William J. Toulouse )  
 Firm/Company: Quarnstrom & Doering, P.A. )  
 Address: 109 South 4<sup>th</sup> Street )  
 Address 2: )  
 City, State, Zip: Marshall, MN 56258 )  
 Phone: 507 537-1441 )

-----Above This Line Reserved For Official Use Only-----

**QUITCLAIM DEED**  
 (Husband and Wife to LLC)

**KNOW ALL MEN BY THESE PRESENTS THAT:**

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **Richard A. Bragg and Jennifer Bragg**, Husband and Wife, hereinafter referred to as "Grantor", whether one or more, does hereby convey and quitclaim unto **Bragg Holdings, LLC**, a Limited Liability Company, organized under the laws of the State of South Dakota, hereinafter "Grantee", the following lands and property, together with all improvements located thereon, lying in the County of Davison, State of South Dakota, to-wit:

a) Lots 1 through 11 and 14 through 18, the East eight feet (E8') of that portion of the vacated alley abutting Lots 1 through 11, and the West Eight feet (W8') of that portion of the vacated alley abutting Lots 14 and 15, and Lots 12 and 13, the East eight feet (E8') of that portion of the vacated alley abutting Lot 12, the West eight feet (W8') of that portion of the vacated alley abutting Lot 13, and the West eight feet (W8') of that portion of the vacated alley abutting Lots 16 though 18, all in Block 13 of D. A. Scott's Addition to the Town, now City, of Mitchell, Davison County, South Dakota, according to the recorded plat thereof, subject to easements, covenants, restrictions, conditions, impositions and rights of way of record; and

b) Lot X in the Southwest Quarter (SW1/4) of Section Fifteen (15), and Lot X-1 in the Northwest Quarter (NW1/4) of Section Twenty-Two (22), both in Township One Hundred Three (103), Range Sixty (60), in Mitchell, Davison County, South Dakota, according to the recorded plat thereof, subject to easements, covenants, restrictions, conditions, impositions and rights of way of record.

Prior instrument reference: Book D608, Page 268, Document No. 1, of the Register of Deeds for Davison County, South Dakota. R 081860

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's successors and assigns forever, with all appurtenances thereunto belonging.

**BOOK 709 PAGE 45**

IN WITNESS WHEREOF, this deed was executed by the undersigned on this the 22nd day of April, 2009.

[Signature]  
Grantor

Richard A. Bragg  
Type or Print Name

[Signature]  
Grantor

Jennifer Bragg  
Type or Print Name

State of South Dakota  
County of Davison

On this 22nd day of April, 2009, before me, Richard A. Bragg the undersigned officer, personally appeared Richard A. Bragg, husband of Jennifer Bragg, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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



My commission expires: 4/18/12

Karen Knadle  
Notary Public, State of South Dakota

Karen Knadle  
Type or Print Name

State of South Dakota  
County of Davison

On this 22nd day of April, 2009, before me, Jennifer Bragg the undersigned officer, personally appeared Jennifer Bragg, wife of Richard A. Bragg, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

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



My commission expires: 4/18/12

Karen Knadle  
Notary Public, State of South Dakota

Karen Knadle  
Type or Print Name

**CITY OF MITCHELL  
RAFFLE PERMIT**

Date of Application: August 20, 2016

Organization: Longfellow PTO

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

- |  |  |
|--|--|
| <input type="checkbox"/> Chartered veterans' organization  | <input type="checkbox"/> Religious organization              |
| <input type="checkbox"/> Charitable organization   | <input checked="" type="checkbox"/> Educational organization |
| <input type="checkbox"/> Fraternal organization  | <input type="checkbox"/> Local civic or service club         |
| <input type="checkbox"/> Political party   | <input type="checkbox"/> Volunteer fire department           |
| <input type="checkbox"/> Political action committee or political committee on behalf of any candidate for a political office |  |

Contact Information:

Name: Cathy Versteeg

Address: 110 N Mentzer

Phone #: 605-933-0083

Email: cathy.versteeg@k12.sd.us

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

Dates of Ticket Sales: Sept. 6 - 20th, 2016

Date of Raffle Drawing: Sept. 24, 2016

Value of Raffle Prizes: \$600 (\$300-1st, \$200-2nd, \$100-3rd)

Proceeds Benefiting: Longfellow PTO

---

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:

09/06/2016

Requested By:

McGannon

Desired Action of City Council

Authorization

Approval

Resolution

Ordinance

Citizen Request

Discussion

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

800,000

Agenda Item:

Change Order No. 2 Wastewater Forcemain Project #2016-12

Explanation/Background of Agenda Item Requested:

This changes a planned boring of the County road to open cut. This will be a net reduction in price. This is also a reduction in quantity for bid items: straw wattles, rem/disp air release valve manhole, gravel surfacing and seeding. There is also an addition to quantity for: abandon air release valve manhole, 24" C905 pvc pipe, 24" MJ 90 bend and seeding for alternate bid.

Original Contract Amount: \$605,197.50

Change Order #1: \$ (6,000.00)

Change Order #2: \$ (8,399.30)

Final: \$590,798.20

SECTION 00660

CHANGE ORDER NO. 2

AGREEMENT Dated April 4, 2016 CHANGE ORDER DATE: September 6, 2016

PROJECT: WASTE WATER FORCEMAIN – PHASE II – CITY PROJECT #2016-12

WORK ITEMS: Install Wastewater Forcemain & Appurtenances

OWNER: CITY OF MITCHELL, SOUTH DAKOTA

CONTRACTOR: H & W CONTRACTING,

The following changes are hereby authorized to the Contract Documents:

*Addition of trench stabilization, and, open cut county road rather than bore. Also a final change in quantities for the project both addition and subtraction.*

**CHANGE TO CONTRACT PRICE**

Original Contract Price: \$605,197.50

Current Contract Price as adjusted by previous Change Order: \$599,197.50

This Change Order will (~~increase~~) (~~decrease~~) (~~un~~affect) the

Contract Price: \$-8,399.30

The new Contract Price including this Change Order will be: \$590,798.20

**CHANGE TO CONTRACT TIME**

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) \_\_\_\_\_  
calendar days.

The date for Final Completion for all Work is September 1, 2016

**APPROVALS**

OWNER: CITY OF MITCHELL, SOUTH DAKOTA

ENGINEER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_



		H & W Requested Items						
1	Furnish and Install Trench Stabil Material	tn	234	\$24.25	\$5,674.50			
2	Saw Cut 255th Street	lf	50	\$10.00	\$500.00			
3	Remove Asphalt	ls	1	\$1,000.00	\$1,000.00			
4	Prep Base Course Prior to Paving	ls	1	\$500.00	\$500.00			
5	Placement of Asphalt Patch on 255th St	tn	22.93	\$90.00	\$2,063.70			
				Excise Tax	\$194.76			
				Bond	\$97.39			
	Quantity Deductions				(\$18,429.65)			
		<b>TOTAL</b>			\$590,798.20	<b>Total for Change Order #2</b>		<b>-\$8,399.30</b>

# 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:

09/06/2016

Requested By:

Terry Johnson

Desired Action of City Council

Authorization

Approval

Resolution

Ordinance

Citizen Request

Discussion

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

\$80,000 for City Portion of Sidewalk Projects for 3 Schedules

Agenda Item:

Change Order No 1 Sidewalk Project #2016-4 Schedule A Langdon Street Propos

Explanation/Background of Agenda Item Requested:

Change Order No 1 for Project Number #2015-4 Schedule A Langdon Street Sidewalks

This is due to existing conditions discovered in the field and adjustments made from the property owner meetings due to elevation concerns, existing trees and utilities. Some of the property owners elected to make their driveway wider which will be added to their assessment.

Some of the existing conditions were broken curb on handicap ramp corners or along driveways, slope of driveways and extra driveway surface needing to be repaired in order to improve slope conditions and drainage. Fillet sections and valley gutter was added at 12th and Langdon to improve drainage.

Original Contract = 46,799.55

Amount of Change Order No 1 = \$8290.35

Contract amount with change order = \$55,089.90

CHANGE ORDER NO 1									
Top Grade Concrete									
8-29-2016									
BY: Terry Johnson									
Sidewalk Project #2016-4 Schedule A Langdon									
SIDEWALK CONTRACT FOR BID SCHEDULE A									
	PRICE	PLAN QUANTITY	ASBULT QUANTITY	TO BE INSTALLED	UNIT	PLAN COST	ASBULT COST	TO BE INSTALLED	
CONCRETE AND ASPHALT REMOVAL FOR NEW SIDEWALK AREAS	\$ 0.65	2411	3783.51		S.F.	\$ 1,567.15	\$ 2,459.28		
CURB AND GUTTER REMOVAL	\$ 4.00	105	336.1		L.F.	\$ 420.00	\$ 1,344.40		
CURB AND GUTTER REPLACEMENT	\$ 20.00	105	336.1		L.F.	\$ 2,100.00	\$ 6,722.00		
4" CONCRETE SURFACING FOR NEW SIDEWALK AREAS	\$ 3.60	10272	10152.89		S.F.	\$ 36,979.20	\$ 36,550.40		
6" CONCRETE SURFACING FOR NEW SIDEWALK AREAS	\$ 4.30	1124	952.78		S.F.	\$ 4,833.20	\$ 4,096.95		
EROSION CONTROL/STRAW WATTLE	\$ 5.00	100	0	350	L.F.	\$ 500.00	\$ -	\$	1,750.00
SUMP OPENING IN CURB	\$ 50.00	8	0		EACH	\$ 400.00	\$ -		
<b>COST OF MAIN ITEMS</b>						\$ 46,799.55	\$ 51,173.04		
<b>ADDITIONAL ITEMS</b>									
EXTRA FOR 6"	\$ 0.70		39.5		S.F.		\$ 27.66		
FILLET SECTION	\$ 5.30		84.6		S.F.		\$ 448.38		
6" VALLEY GUTTER	\$ 5.30		197.4		S.F.		\$ 1,046.22		
EXTRA FOR REBAR	\$ 1.00		544.6		S.F.		\$ 544.60		
EXTRA FOR STEP	\$ 100.00		1		EA		\$ 100.00		
<b>TOTAL AMOUNT OF PROJECT WITH CHANGE ORDER</b>							\$ 53,339.90	\$	1,750.00
<b>Amount of Asbult Cost and to be installed Cost</b>								\$	55,089.90
<b>Amount of Original Contract</b>	\$ 46,799.55								
<b>Amount of Change Order</b>	\$ 8,290.35								
<b>Contract amount with Change Order</b>	\$ 55,089.90								
Reason for Change: This contract was for new sidewalk on North Langdon from 8th to 12th Avenue, changes in quantities were due to existng conditions discovered in the field and adjustments to the alignments from property owner meetings, conflicts with trees and utilities. Some of the existng conditions were broken up curb that was replaced and added valley gutter and fillet sections to improve drainage at 12th and Langdon.									

# 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:

09/06/2016

Requested By:

McGannon

Desired Action of City Council

Authorization

Approval

Resolution

Ordinance

Citizen Request

Discussion

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

\$191,805.30

Agenda Item:

Change Order 2, Airport Hangar Road and Parking Lot improvements

Explanation/Background of Agenda Item Requested:

This change order adjusts quantities of various Bid Items and adds a new item:  
"Asphalt Pavement Removal"

This CCO increases the previously approved cost, but overall the project is under the original "Bid" price and budget.

**CHANGE ORDER**  
**Project No. A-6109**

ORDER NO. 2  
 DATE: August 29, 2016  
 AGREEMENT DATE: September 11, 2015

NAME OF PROJECT: Hangar Road & Parking Lot Improvements  
Mitchell Municipal Airport - Mitchell, SD  
AIP #3-46-0037-026-2015  
A-6109  
Base Bid

OWNER: City of Mitchell

CONTRACTOR: VanderPol Dragline, Inc.

**The following changes are hereby made to the CONTRACT DOCUMENTS:**

This Change Order adjusts the quantities of various Bid Item quantities and adds in the following new item:  
**CCO-2-1 Asphalt Pavement Removal 1 L.S @ \$2,100.00**

This item is for the removal (milling) of pavement to provide a tie-in to the existing asphalt to install ramps at doorways in lieu of steps. This price includes all materials, labor, equipment, and incidentals to complete the work.

**Justification:**

**Change to CONTRACT PRICE:**

Original <b>CONTRACT PRICE</b>	\$191,805.30
Current <b>CONTRACT PRICE</b> adjusted by previous Change Order	\$178,944.85
The <b>CONTRACT PRICE</b> due to this CHANGE ORDER is <b>Increased</b> by:	\$4,374.00
The <b>CONTRACT PRICE</b> due to this CHANGE ORDER is <b>Decreased</b> by:	\$0.00
The new <b>CONTRACT PRICE</b> including this <b>CHANGE ORDER</b> will be	\$183,318.85

**Change to CONTRACT TIME:**

The **CONTRACT TIME** will be (decreased) (increased) by 0 calendar days.

The date of substantial completion will be Unchanged (date).

The date for completion of all Work will be Unchanged (date).

**Approvals Required:**

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

Recommended by: \_\_\_\_\_  
Helms and Associates – Consulting Engineer Date: \_\_\_\_\_

Ordered by: \_\_\_\_\_  
VanderPol Dragline, Inc. Date: \_\_\_\_\_

Agreed to by: \_\_\_\_\_  
City of Mitchell Date: \_\_\_\_\_

Approved by: \_\_\_\_\_  
Aviation Engineer-Office of Air, Rail, and Transit Date: \_\_\_\_\_

Change Order No. 2  
 Owner: City of Mitchell  
 Mitchell Municipal Airport - Mitchell, SD  
 Project No. A-6109

Issue Date: August 29, 2016  
 Contractor: VanderPol Dragline, Inc.

Item	Description	Quantity to Date	Unit	(+) QTY	(-) QTY	Unit Price	Price Change	New Quantity
7	Bituminous Surface Course	694.5	Tons	20.0		\$97.20	\$1,944.00	714.5
9	Bituminous Tack Coat	1.0	Tons	0.5		\$660.00	\$330.00	1.5
CCO-2-1	Asphalt Pavement Removal	0	L.S.	1		\$2,100.00	\$2,100.00	1
<b>TOTAL CHANGE ORDER #2</b>							<b>\$4,374.00</b>	
<b>HELMS and ASSOCIATES</b>								

# 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

<input type="checkbox"/> Authorization	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Citizen Request	<input type="checkbox"/> Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

This request is seeking approval to apply for the following grants for the Mitchell Veterans Park:

- Mitchell Area Charitable Foundation
- South Dakota Community Foundation
- Sam Weller Family Foundation
- The Larson Foundation
- Wellmark Foundation
- Central Electric Operation Round-Up
- any others grants that the park would qualify for

# 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

<input type="checkbox"/> Authorization	<input checked="" type="checkbox"/> Approval	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Citizen Request	<input type="checkbox"/> Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

# City of Mitchell

612 NORTH MAIN STREET • MITCHELL, SOUTH DAKOTA 57301 • (605) 995-8420 • FAX (605) 995-8410  
 ENGINEER (605) 995-8435 • WATER PLANT (605) 995-8449 • STREET (605) 995-8465 • WASTE WATER (605) 995-8446  
 WATER/UTILITIES (605) 995-8498 • PUBLIC WORKS/PLANNING/ZONING/INSPECTOR (605) 995-8433  
[www.cityofmitchell.org](http://www.cityofmitchell.org)

August 11, 2016

TO: MAYOR & CITY COUNCIL

RE: On Road Diesel Fuel & Unleaded Gas

Farmers Alliance Mitchell	Requested Gallons	Bid Gallons		
On Road Diesel- #2	1,300	0	\$0	\$0
Unleaded Gas-10% Ethanol	6,200	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	0	0	\$0	\$0
			<b>Total:</b>	<b>\$0</b>

Meyers Oil Co.

On Road Diesel- #2	1,300	0	\$0	\$0
Unleaded Gas-10% Ethanol	6,200	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	0	0	\$0	\$0
			<b>Total:</b>	<b>\$ 0</b>

Country Pride Coop

On Road Diesel- #2	1,300	1,300	\$1.768	\$ 2,298.40*
Unleaded Gas-10% Ethanol	6,200	6,200	\$1.730	\$10,726.00*
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	0	0	\$0	\$0
			<b>Total:</b>	<b>\$13,024.40*</b>

Country Pride was the only bidder for the items marked with asterisk.



Sincerely,  
 Kevin Roth  
 Street & Sanitation Superintendent

cc: Farmers Alliance  
 Meyers Oil Co.  
 Country Pride Coop

# 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

Authorization  
Ordinance

Approval  
Citizen Request

Resolution  
Discussion

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

Agenda Item:

Explanation/Background of Agenda  
Item Requested:

## PAY ESTIMATES FOR SEPTEMBER 6, 2016

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT	
Top Grade Concrete	#2016-4A Sidewalk	#4	\$ 29,084.00	\$ 53,339.90	\$ 46,799.55	**
Big "O" Concrete	#2016-4B Sidewalk	#6	\$ 8,929.02	\$ 88,377.79	\$ 88,687.75	
MSH Architects	#2016-11 Swimming Pool	#5	\$ 56,396.56	\$ 152,928.19	\$ 590,000.00	*
H&W Contracting, LLC	#2016-12 WWTP Force Main Phase II	#4-Final	\$ 41,589.82	\$ 590,798.20	\$ 599,197.50	**
Big "O" Concrete	#2016-14 Curb & Gutter -Sched. "B"	#1	\$ 29,237.80	\$ 29,237.80	\$ 87,248.45	
Commercial Asphalt	#2016-15 Paving & Overlay	#2	\$ 89,629.19	\$ 138,247.41	\$ 497,267.05	
CONFLUENCE	#2016-18 6th Street Plaza	#4	\$ 8,339.44	\$ 27,131.80	\$ 43,350.00	***
SPN & Associates	#2016-19 5th Street & Utilities Improv.	#8	\$ 24,969.20	\$ 138,084.35	\$ 207,500.00	
B&B Contracting Inc.	#2016-19 5th Street & Utilities Improv.	#5	\$ 150,393.06	\$ 815,580.00	\$ 1,268,161.40	
Leggette, Brashears & Grah	#2016-29 New Landfill Monitoring	#4	\$ 573.75	\$ 99.00	\$ 16,608.00	
Westman Freightliners	#2016-34 Dump Truck Chassis	#1-Final	\$ 86,123.00	\$ 86,123.00	\$ 86,123.00	
Liberty Tire Recycling, LLC	#2016-40 Waste Tire Collection & Disposal	#1	\$ 14,178.00	\$ 14,178.00	\$ 45,000.00	
			\$ 539,442.84	\$ 2,134,125.44	\$ 3,575,942.70	

Prepared by Deb Hanson-Sudbeck

\*\*\* JOINT VENTURE - TOTAL CONTRACT \$50,350

\* PLUS REIMBURSEABLES

\*\* CHANGE ORDER FOR APPROVAL THIS MEETING BY COUNCIL

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1110 CITY COUNCIL

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00500	DAILY REPUBLIC					
		I-1741966	101-41110-42300	LEGAL PUBLICA ACCT #246603-LEGALS	163855	5,903.33
01-00885	MITCHELL UNITED WAY					
		I-2026	101-41110-42600	SUPPLIES & MA DAY OF CARING TEAM SPONSOR	163933	150.00
01-03114	SUBWAY					
		I-175425	101-41110-42700	TRAVEL, CONF MEALS 8/22 - PLANNING COMM	163982	42.00
01-05984	CORN PALACE CONCESSIONS					
		I-81116	101-41110-42600	SUPPLIES & MA WATER JUG	163852	7.00
		I-8316	101-41110-42600	SUPPLIES & MA CASES OF WATER	163852	36.00
		I-832016	101-41110-42600	SUPPLIES & MA COFFEE	163852	60.00
DEPARTMENT 1110 CITY COUNCIL					TOTAL:	6,198.33

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1210 MAYOR'S OFFICE

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-2016 REGISTRATIONS	101-41210-42700	TRAVEL, CONFE REG.-J TOOMEY	163969	115.00
01-06158	JERRY TOOMEY					
		I-82416	101-41210-42700	TRAVEL, CONFE CHAMBERLAIN 8/24 MILEAGE	163990	63.00
		I-82616	101-41210-42700	TRAVEL, CONFE OMAHA NE 8/23 MILEAGE	163990	217.14
DEPARTMENT 1210 MAYOR'S OFFICE					TOTAL:	395.14

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1220 CITY ADMINISTRATOR

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-2016 REGISTRATIONS	101-41220-42700	TRAVEL, CONF, REG.-S ELLWEIN	163969	115.00
DEPARTMENT 1220 CITY ADMINISTRATOR					TOTAL:	115.00

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1410 ATTORNEY'S OFFICE

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-2016 REGISTRATIONS	101-41410-42700	TRAVEL, CONF REG.-J JOHNSON	163969	115.00
DEPARTMENT 1410 ATTORNEY'S OFFICE					TOTAL:	115.00

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1420 FINANCE

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01590	MCLEOD'S PRINTING					
		I-6241	101-41420-42600	SUPPLIES & MA FILE JACKETS, PEN REFILLS, NOTE	163920	123.56
		I-6565	101-41420-42600	SUPPLIES & MA CHAIRMAT	163920	64.99
01-02615	SD MUNICIPAL LEAGUE					
		I-2016 REGISTRATIONS	101-41420-42700	TRAVEL REG.-M BATHKE	163969	65.00
		I-2016 REGISTRATIONS	101-41420-42700	TRAVEL REG.-C ROTH	163969	115.00
01-05195	A & B BUSINESS SOLUTION					
		I-310336	101-41420-42500	REPAIRS CONTRACT #15155-01	163809	187.97
		I-311359	101-41420-42500	REPAIRS CONTRACT #CT3202-01	163809	58.51
DEPARTMENT 1420 FINANCE					TOTAL:	615.03

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1440 HUMAN RESOURCES

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-2016 REGISTRATIONS	101-41440-42700	TRAVEL,DUES,R REG.-B KELLY	163969	115.00
01-04779	AVERA QUEEN OF PEACE					
		I-31540-00	101-41440-42231	EMPLOYEE PHYS SERVICE	163823	1,081.28
DEPARTMENT 1440 HUMAN RESOURCES					TOTAL:	1,196.28

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1920 MUNICIPAL BUILDINGS

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY & C					
		I-2587293-8-7/16	101-41920-42811	UTILITIES-CIT 612 N MAIN ST	163940	1,656.79
		I-2587293-8-8/16	101-41920-42811	UTILITIES-CIT 612 N MAIN ST	163940	1,748.52
		I-2830632-2-7/16	101-41920-42810	UTILITIES-STO 5951 AIRPORT RD	163940	73.76
		I-2955717-0-8/16	101-41920-42811	UTILITIES-CIT 500 N MAIN	163940	21.02
		I-3025538-4-7/16	101-41920-42810	UTILITIES-STO 512 N MAIN ST	163940	33.01
		I-3025538-4-8/16	101-41920-42810	UTILITIES-STO 512 N MAIN ST	163940	33.78
		I-3025539-2-7/16	101-41920-42810	UTILITIES-STO 512 1/2 N MAIN ST	163940	5.16
		I-3025539-2-8/16	101-41920-42810	UTILITIES-STO 512 1/2 N MAIN ST	163940	6.48
DEPARTMENT 1920 MUNICIPAL BUILDINGS					TOTAL:	3,578.52

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1935 INFORMATION TECHNOLOGY

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-4177	101-41935-42615	POSTAGE MAILING SERVICE	163957	468.70
		I-373920	101-41935-42615	POSTAGE EZ FLATS	163957	42.41
01-01590	MCLEOD'S PRINTING					
		I-6822	101-41935-42620	COMPUTER SUPP RECEIPTS	163920	523.00
01-05195	A & B BUSINESS SOLUTION					
		I-311358	101-41935-42500	REPAIRS/MAINT CONTRACT #CT3201-01	163809	58.51
		I-315312	101-41935-42640	COPY MACHINE CONTRACT #15820-01	163809	997.43
		I-315313	101-41935-42640	COPY MACHINE CONTRACT #CT1428-01	163809	120.52
01-06708	CDW GOVERNMENT INC					
		C-FBN4808	101-41935-42600	SUPPLIES CREDIT	163841	123.59-
		I-DSN6440	101-41935-42600	SUPPLIES MONITORS	163841	370.77
01-06894	TYLER TECHNOLOGIES					
		I-25-162553	101-41935-43510	COMPUTER HARD SUITE MAINTENANCE 9/1/16-8/31/	163993	3,781.00
DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:						6,238.75

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 2110 POLICE DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00483	COUNTY FAIR					
		I-5968	101-42110-42600	SUPPLIES COFFEE	163853	58.09
		I-6115-8/16/16	101-42110-42600	SUPPLIES COFFEE EXCHANGE	163853	0.44
01-01050	IVERSON CHRYSLER CENTER					
		I-50226	101-42110-42500	REPAIRS REPAIRS	163901	601.20
01-01198	SIGN PRO					
		I-59531	101-42110-42200	PROFESSIONAL REMOVE ADHESIVE	163976	200.00
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-026413	101-42110-42500	REPAIRS OIL FILTERS	163980	11.82
		I-15-026854	101-42110-42500	REPAIRS WASHER FLUID,OIL FILTERS	163980	25.78
01-01518	VERIZON WIRELESS					
		I-9769737473	101-42110-42800	TELEPHONE ACCT #442071092-00001	163998	140.92
		I-9769889129	101-42110-42800	TELEPHONE ACCT #786752327-00002	163998	320.08
01-02615	SD MUNICIPAL LEAGUE					
		I-2016 REGISTRATIONS	101-42110-42700	CONFERENCE & REG.-L OVERWEG	163969	115.00
01-02804	TMA STORES					
		I-45164	101-42110-42980	VEHICLE TOWIN POLICE TOW	163989	170.00
01-02811	JONES SUPPLIES					
		I-104579	101-42110-42600	SUPPLIES FOAM CUPS	163905	25.06
		I-105230	101-42110-42201	BUILDING MAIN ROLL TOWELS, PEROXIDE CLEANER	163905	139.78
01-02977	CITY OF MITCHELL					
		I-82916	101-42110-42902	ALCOHOL TASK CASH-ALCOHOL COMPLIANCE CHECKS	163845	1,100.00
01-02984	BROWN & SAENGER					
		I-2111964-0	101-42110-42600	SUPPLIES ENVELOPE MOISTENER	163832	9.56
		I-2113804-0	101-42110-42600	SUPPLIES PAPER	163832	6.99
		I-2113819-0	101-42110-42600	SUPPLIES RIBBON	163832	13.49
		I-2114346-0	101-42110-42600	SUPPLIES PAPER CLIPS	163832	4.99
		I-2115733-0	101-42110-42600	SUPPLIES MAGIC TAPE	163832	14.95
		I-2116113-0	101-42110-42600	SUPPLIES DESK PADS,WALL PLANNER,APPT BO	163832	55.08
01-04293	JCL SOLUTIONS					
		I-1076772	101-42110-42201	BUILDING MAIN BOWL CLEANER	163903	40.24
01-04497	DEAN KNIPPLING					
		I-82316	101-42110-42640	UNIFORM ALLOW CLOTHING ALLOWANCE	163909	153.17
01-05195	A & B BUSINESS SOLUTION					
		I-316105	101-42110-42500	REPAIRS CONTRACT #CT3207-01	163809	44.10
		I-317235	101-42110-42500	REPAIRS CONTRACT #12583-01	163809	96.86
		I-317558	101-42110-42500	REPAIRS CONTRACT #CT4351-01	163809	54.39

8/31/2016 12:12 PM  
 PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 2110 POLICE DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-05234	DANIEL FECHNER	I-82616	101-42110-42210	CRIMINAL INVE SIOUX FALLS 8/25 MEAL	163875	11.00
01-06656	PREMIER PEST CONTROL	I-10370	101-42110-42201	BUILDING MAIN SPRAYED FOR CRICKETS @ PUBLIC	163956	250.00
01-07002	INTEGRITY TRANSCRIPTION	I-3930	101-42110-42200	PROFESSIONAL TRANSCRIBING SERVICE	163898	328.05
		I-3936	101-42110-42200	PROFESSIONAL TRANSCRIBING SERVICE	163898	314.55
01-07514	EVIDENT INC	I-108269A	101-42110-42600	SUPPLIES EVIDENCE SWABS,NITRILE GLOVES,	163869	401.00
01-07665	BRENDA SCHROEDER	I-16796-41	101-42110-42640	UNIFORM ALLOW UNIFORM REPAIRS	163965	36.00
01-08014	VERN EIDE CHEVROLET BUI	I-GMCM209825	101-42110-42980	VEHICLE TOWIN POLICE TOW	163999	230.00
01-08069	JACKSON BROWN	I-82216	101-42110-42710	TRAINING JOHNSTON IA 8/7-19 MEALS	163831	540.00
01-08104	SATCOM GLOBAL LTD	I-AS08160239	101-42110-42800	TELEPHONE CONTRACT PLAN	163963	42.75
01-08281	AMERIPRIDE SERVICES INC	I-2800662906	101-42110-42201	BUILDING MAIN MATS	163820	59.95
		I-2800667805	101-42110-42201	BUILDING MAIN MATS	163820	59.95
01-08978	BUHL LAUNDRY DRYCLEANIN	I-151356	101-42110-42640	UNIFORM ALLOW SERVICE	163834	11.30
		I-151357	101-42110-42640	UNIFORM ALLOW SERVICE	163834	17.50
01-09055	FLOOR TEC	I-14951	101-42110-42500	REPAIRS CLEAN POLICE CAR	163878	79.95
01-09216	FEDEX	I-5-508-66422	101-42110-42200	PROFESSIONAL TRANSPORTATION CHARGES	163876	11.81
01-09217	HAWKINS GLASS WHOLESALE	I-247079	101-42110-42500	REPAIRS BALLISTIC GLASS COMPONENTS	163887	995.00
DEPARTMENT 2110 POLICE DEPARTMENT					TOTAL:	6,790.80

PACKET: 04193 9/6/16 MEETING  
VENDOR SET: 01  
FUND : 101 GENERAL  
DEPARTMENT: 2130 TRAFFIC DEPARTMENT  
BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00210	BAILEY METAL FABRICATOR	I-44597	101-42130-42835	UTILITIES-STR REPAIRS @ PUBLIC SAFETY BLDG	163825	91.77
01-00424	CAMPBELL SUPPLY INC.	I-143-8/5/16	101-42130-42600	SUPPLIES SOCKET, HARDWARE	163836	11.84
		I-31-8/19/16	101-42130-42545	PAINT PAINT	163836	47.99
		I-8-8/10/16	101-42130-42540	SIGNS T-POSTS	163836	31.92
01-00985	HONDA OF MITCHELL	I-97692	101-42130-42500	REPAIRS REPLACE PRIMER BULB	163897	33.14
01-01415	DAKOTA TWO-WAY	I-D-0411439	101-42130-42510	STORAGE BUILD POWER CONVERTOR	163858	167.00
01-01830	NORTHWESTERN ENERGY & C	I-2573393-2-8/16	101-42130-42810	UTILITIES-TRA E 1ST AND GAMBLE ST	163940	18.92
		I-2573626-5-8/16	101-42130-42810	UTILITIES-TRA 1030 E 1ST AVE	163940	11.91
		I-2576730-2-8/16	101-42130-42810	UTILITIES-TRA N SANBORN AND 5TH AVE	163940	98.05
		I-2577687-3-8/16	101-42130-42810	UTILITIES-TRA N SANBORN AND 7TH AVE	163940	69.56
		I-2577895-2-8/16	101-42130-42810	UTILITIES-TRA 710 N MINNESOTA ST	163940	10.00
		I-2578443-0-8/16	101-42130-42840	BUILDING UTIL 705 N CAPITAL ST	163940	187.00
		I-2579139-3-8/16	101-42130-42810	UTILITIES-TRA 901 N MINNESOTA ST	163940	10.00
		I-2579461-1-8/16	101-42130-42810	UTILITIES-TRA N SANBORN AND 12TH AVE	163940	100.50
		I-2580169-7-8/16	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	163940	10.00
		I-2580311-5-8/16	101-42130-42810	UTILITIES-TRA 1204 N KIMBALL ST	163940	10.00
		I-2580312-3-8/16	101-42130-42810	UTILITIES-TRA N MAIN AND 12TH AVE	163940	87.95
		I-2580491-5-8/16	101-42130-42810	UTILITIES-TRA 1403 N KIMBALL ST	163940	10.00
		I-2581249-6-8/16	101-42130-42500	REPAIRS E GOLF COURSE SIREN	163940	22.05
		I-2581250-4-8/16	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	163940	20.42
		I-2581252-0-8/16	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	163940	27.05
		I-2581521-8-8/16	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	163940	79.55
		I-2582741-1-8/16	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	163940	737.31
		I-2583138-9-8/16	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	163940	10.00
		I-2583147-0-8/16	101-42130-42810	UTILITIES-TRA 310 W NORWAY	163940	10.00
		I-2719916-5-8/16	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE	163940	20.87
		I-2734281-5-8/16	101-42130-42520	EMERGENCY SIR 900 BLOCK OF E 11TH ST SIREN	163940	23.05
		I-2735044-6-8/16	101-42130-42835	UTILITIES-STR 801 N KIMBALL ST	163940	12.10
		I-2745956-9-8/16	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	163940	19.85
		I-2778164-0-8/16	101-42130-42810	UTILITIES-TRA 1ST AND SANBORN ST	163940	105.47
		I-2781011-8-8/16	101-42130-42520	EMERGENCY SIR 1001 E BIRCH AVE SIREN	163940	21.85
		I-2784889-4-8/16	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	163940	10.00
		I-2784890-2-8/16	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	163940	10.00
		I-2793476-9-8/16	101-42130-42810	UTILITIES-TRA 1ST AND BURR ST	163940	55.46
		I-2942176-5-8/16	101-42130-42810	UTILITIES-TRA 809 E 1ST AVE	163940	11.31
		I-2943370-3-8/16	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR LT	163940	69.49
		I-3045379-9-8/16	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	163940	14.00
		I-3045401-1-8/16	101-42130-42810	UTILITIES-TRA 921 N CAPITAL	163940	10.00

01-02187 REW'S TV SERVICE

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 2130 TRAFFIC DEPARTMENT

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02187	REW'S TV SERVICE		continued			
		I-2013670	101-42130-42510	STORAGE BUILD WINDOW-MOUNTED AIR CONDITIONER	163958	269.99
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-3480-0	101-42130-42545	PAINT WHITE PAINT	163973	411.60
		I-3817-3	101-42130-42545	PAINT PAINT	163973	823.20
01-02880	THUNE TRUE VALUE HARDWA					
		I-A311050	101-42130-42600	SUPPLIES BELT KEY CHAIN	163986	6.29
01-03686	NEWMAN TRAFFIC SIGNS					
		I-TI-0300670	101-42130-42540	SIGNS DELINEATOR RD/BUTTONS RD	163939	297.94
01-06045	TRAFFIC CONTROL CORPORA					
		I-92402	101-42130-42530	TRAFFIC LIGHT DETECTOR	163992	427.00
01-08010	METTLER IMPLEMENT INC					
		I-RF03721	101-42130-42500	REPAIRS DRIVE ROLLER,DRIVE BELT	163924	267.97
DEPARTMENT 2130 TRAFFIC DEPARTMENT					TOTAL:	4,801.37

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 2200 FIRE DEPARTMENT

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-026852	101-42200-42500	VEHICLE MAINT REPAIR PUMP MOTOR	163980	179.22
		I-15-027698	101-42200-42500	VEHICLE MAINT LIFT SUPPORT	163980	35.08
01-01325	MEYERS OIL CO					
		I-25038	101-42200-42610	GAS & OIL 10-30 OIL	163925	574.75
01-01518	VERIZON WIRELESS					
		I-9769889129	101-42200-42800	TELEPHONE ACCT #786752327-00002	163998	200.05
01-01830	NORTHWESTERN ENERGY & C					
		I-2583799-8-8/16	101-42200-42810	UTILITIES 201 W 1ST AVE	163940	2,997.56
01-02570	DANKO EMERGENCY EQUIPME					
		I-77568	101-42200-42641	PROTECTIVE CL HONEYWELL STRUCTURE BOOT	163859	351.95
		I-78047	101-42200-43500	SELF-CONT BRE HONEYWELL EMERGENCY EQUIPMENT	163859	15,925.17
01-02679	MENARD'S INC					
		I-3926	101-42200-42600	SUPPLIES BRUSHES	163922	48.90
		I-4429	101-42200-42600	SUPPLIES WALL ANCHOR, SHELF BACK CLIPS	163922	7.55
		I-4726	101-42200-42600	SUPPLIES CASCADE, TAPE DISPENSER, 300W BU	163922	94.84
		I-4920	101-42200-42600	SUPPLIES FLASH DRIVE, KEY RINGS,	163922	23.93
01-03360	WHOLESALE ELECTRONICS I					
		I-B62180100	101-42200-42550	REPAIR-SELF-C BATTERIES	164004	37.96
		I-B62390050	101-42200-42600	SUPPLIES WATCH/CALCULATOR BATTERY	164004	1.48
01-05979	IPMA-HR					
		I-18933-F4H4H0	101-42200-42200	PROFESSIONAL TESTING MATERIAL	163900	595.00
01-07408	CHUCK'S PAINT & BLINDS					
		I-30608	101-42200-42600	SUPPLIES PAINT	163844	46.54
01-09196	DANIEL ESH					
		I-2682	101-42200-42640	UNIFORMS DUTY BOOTS	163867	100.00
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	21,219.98

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 3100 STREET DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-373920	101-43100-42600	SUPPLIES EZ FLATS	163957	2.50
01-00424	CAMPBELL SUPPLY INC.					
		I-12-8/23/16	101-43100-42600	SUPPLIES REDUCER,CAM FIT	163836	16.78
		I-5-8/5/16	101-43100-42600	SUPPLIES TEMPO ULTA,PUMPUP	163836	74.48
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-145195	101-43100-42600	SUPPLIES DIESEL EXHAUSE FLUID	163839	30.00
01-00436	FARMERS ALLIANCE					
		I-IQ8981	101-43100-42500	REPAIRS TIRE REPAIR	163872	25.00
		I-IQ9493	101-43100-42600	SUPPLIES TIRES	163872	696.00
01-00712	NAPA AUTO PARTS					
		I-635423	101-43100-42600	SUPPLIES DRAIN PAN,BONDER,GASKETS	163937	52.12
		I-635476	101-43100-42600	SUPPLIES DRAIN PAN,GASKETS,DRIP PAN,	163937	108.69
		I-635477	101-43100-42600	SUPPLIES GAUGES,FILLER,AIR FRESHENERS,	163937	162.55
		I-635504	101-43100-42600	SUPPLIES NOZZLE	163937	64.48
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-026416	101-43100-42600	SUPPLIES FUEL TREATMENT,SENSOR,LIGHT	163980	152.92
		I-15-026417	101-43100-42600	SUPPLIES THREAD CUTTER,FLOOR DRI	163980	99.39
		I-15-026850	101-43100-42600	SUPPLIES BATTERY ASM,ALTERNATOR,FILTERS	163980	187.19
		I-15-027250	101-43100-42600	SUPPLIES FILTERS,STARTER	163980	319.07
		I-15-027254	101-43100-42600	SUPPLIES SILICONE COAT,DUAL HEAD AIR CH	163980	33.06
01-01329	MICHAEL TODD & CO INC					
		I-153150	101-43100-42600	SUPPLIES PARTS BROOM BUCKET	163926	331.74
01-01490	MUELLER LUMBER CO. INC.					
		I-241614	101-43100-42600	SUPPLIES GALV SPRAYER	163935	46.74
		I-241820	101-43100-42600	SUPPLIES DRYWALL TAPE KNIFE,SCRAPER,CEM	163935	42.90
01-01805	FASTENAL COMPANY					
		I-SDMIT116896	101-43100-42600	SUPPLIES SPIGOT FITS	163874	38.18
01-01830	NORTHWESTERN ENERGY & C					
		I-2576521-5-8/16	101-43100-42800	UTILITIES 1405 W 8TH AVE	163940	1,019.80
01-02490	SIOUX EQUIPMENT					
		I-159226	101-43100-43421	FUEL SYSTEM U SERVICE	163977	628.00
01-02527	SHEEHAN MACK SALES &					
		I-C24710	101-43100-42600	SUPPLIES SEAL	163972	494.12
		I-C25048	101-43100-42600	SUPPLIES FAN IM	163972	2,507.40
01-02653	SD DEPT OF REVENUE					
		I-8252016	101-43100-42600	SUPPLIES REASSIGNMENT FEE	163967	5.00

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 3100 STREET DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02679	MENARD'S INC					
		C-3341	101-43100-42600	SUPPLIES CREDIT	163922	6.25-
		I-3326	101-43100-42600	SUPPLIES TIES	163922	84.21
		I-3989	101-43100-42600	SUPPLIES SIMPLE GREEN CLEANER,ODOR BLOC	163922	43.40
01-02695	AG SYSTEMS INC					
		I-C39787	101-43100-42600	SUPPLIES HOSEBARBS	163815	34.30
01-02811	JONES SUPPLIES					
		I-105168	101-43100-42600	SUPPLIES BACTERIA SOAP	163905	12.00
01-03099	LAWSON PRODUCTS INC					
		I-9304280440	101-43100-42600	SUPPLIES MINI CUT-OFF WHEEL BUNDLE,ELEC	163912	184.17
01-03803	VANDER HAAG'S INC					
		I-3-138632	101-43100-42600	SUPPLIES TARP MOTOR	163996	658.14
01-03884	COMMERCIAL ASPHALT/SPEN					
		I-16115	101-43100-42600	SUPPLIES TACK OIL	163850	1,748.25
		I-16118	101-43100-42620	ASPHALT MIX HOT MIX	163850	6,377.10
		I-16148	101-43100-42620	ASPHALT MIX HOT MIX	163850	3,481.16
01-07604	WESTMAN FREIGHTLINER					
		I-2016-34 P.E. #1 FI	101-43100-43419	DUMP TRUCK 2016-34 P.E. #1 FINAL	164003	86,123.00
01-08130	C & B OPERATIONS LLC					
		I-2136813	101-43100-42600	SUPPLIES SCREWS,SUPPORT,BELT TENSI	163835	636.52
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	106,514.11

01/31/2016 12:12 PM  
 PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 3110 PUBLIC WORKS ADMIN  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00993	SD PLANNERS ASSOCIATION	I-2016-PUTNAM	101-43110-42700	TRAVEL CONF D REG,-N PUTNAM	163970	80.00
01-03678	INTERSTATE OFFICE PRODU	I-01CQ3423	101-43110-42600	SUPPLIES PINSTRIPE DRIVE	163899	29.97
		I-01CQ4095	101-43110-42600	SUPPLIES STAPLER	163899	21.99
		I-01CQ4220	101-43110-42600	SUPPLIES CUSTOM STAMP	163899	23.99
		I-01CQ5062	101-43110-42600	SUPPLIES PENS	163899	31.92
01-03767	STATE OF SOUTH DAKOTA	I-TL707200	101-43110-42800	UTILITIES LONG DISTANCE CHARGES 7/1-31	163979	10.25
01-05195	A & B BUSINESS SOLUTION	I-317330	101-43110-42600	SUPPLIES WASTE TONER BOTTLE	163809	48.00
01-06299	ESRI INC	I-93176260	101-43110-42920	SOFTWARE/FIRM MAINTENANCE 11/1/16-10/31/17	163868	3,650.00
01-08195	KELLY HOHN	I-355	101-43110-42916	NUISANCE ABAT LAWN MOWING	163896	405.00
01-09172	AAA LAWN CARE AND MAINT	I-124	101-43110-42916	NUISANCE ABAT LAWN MOWING	163812	165.00
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	4,466.12

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 3120 STREET & SIDEWALK CONST  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00430	JEBRO INC					
		I-103956	101-43120-42680	CHIP SEAL ASP ASPHALT	163904	11,592.09
		I-104060	101-43120-42680	CHIP SEAL ASP ASPHALT	163904	12,225.24
		I-104170	101-43120-42680	CHIP SEAL ASP ASPHALT	163904	12,253.38
		I-104172	101-43120-42680	CHIP SEAL ASP ASPHALT	163904	12,201.79
		I-104251	101-43120-42680	CHIP SEAL ASP ASPHALT	163904	12,534.78
		I-104264	101-43120-42680	CHIP SEAL ASP ASPHALT	163904	12,642.65
01-00470	COMMERCIAL ASPHALT					
		I-2016-15 P.E. #2	101-43120-43300	STREET OVERLA 2016-15 P.E. #2	163849	89,629.19
01-00559	DICK'S TOWING LLC					
		I-7340	101-43120-42670	CHIP SEAL AGG TOWING	163863	90.00
		I-7522	101-43120-42670	CHIP SEAL AGG TOWING	163863	75.00
		I-7525	101-43120-42670	CHIP SEAL AGG TOWING	163863	90.00
01-01054	JAMES VALLEY NURSERY IN					
		I-969090	101-43120-42521	SIDEWALK CONS REPAIRS @ 1421 S ROWLEY	163902	45.00
		I-969674	101-43120-42521	SIDEWALK CONS REPAIRS @ 1401 S ROWLEY	163902	371.52
01-01321	MEBIUS NURSERY & LANDSC					
		I-1600	101-43120-43300	STREET OVERLA REPAIRS @ 4TH & JUANITA	163921	185.00
		I-1600	101-43120-42521	SIDEWALK CONS REPAIRS @ 4TH & JUANITA	163921	65.00
01-01450	MUTH ELECTRIC INC					
		I-587040	101-43120-43300	STREET OVERLA REPAIRS @ 601 WILDWOOD	163936	67.35
		I-587667	101-43120-43300	STREET OVERLA REPAIRS @ 601 WILDWOOD	163936	461.13
01-02470	HD SUPPLY WATERWORKS LT					
		I-F823499	101-43120-43300	STREET OVERLA WARNING PLATES,BOLTS & NUTS	163889	3,809.60
01-02480	SCHMUCKER PAUL & NOHR					
		I-2016-19 P.E. #8	101-43120-43320	5TH AVENUE MA 2016-19 P.E. #8	163964	14,981.52
01-07651	BIG O CONCRETE					
		I-2016-4B P.E. #6	101-43120-42521	SIDEWALK CONS 2016-4B P.E. #6	163828	2,285.02
01-08307	TOP GRADE CONCRETE					
		I-2016-4A P.E. #4	101-43120-42521	SIDEWALK CONS 2016-4A P.E. #4	163991	10,803.62
		I-2016-4A P.E. #4	101-43120-43300	STREET OVERLA 2016-4A P.E. #4	163991	1,826.40
01-09161	B & B CONTRACTING INC					
		I-2016-19 P.E. #5	101-43120-43320	5TH AVENUE MA 2016-19 P.E. #5	163824	90,235.84
01-09187	CONFLUENCE					
		I-2016-18 P.E. #4	101-43120-43318	6TH STREET PL 2016-18 P.E. #4	163851	8,339.44
DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:						296,810.56

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 3150 STORM DRAINAGE

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY & C					
		I-3288018-9-8/16	101-43150-42800	UTILITIES CABELA DR	163940	24.78
01-02470	HD SUPPLY WATERWORKS LT					
		I-G025113	101-43150-42600	SUPPLIES & MA RUBBER COUPLING	163889	325.30
DEPARTMENT 3150 STORM DRAINAGE					TOTAL:	350.08

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 3700 CEMETERY  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-4177	101-43700-42600	SUPPLIES & MA MAILING SERVICE	163957	1.41
01-00424	CAMPBELL SUPPLY INC.					
		I-148-8/23/16	101-43700-42600	SUPPLIES & MA LAWN TUBING	163836	19.99
		I-22-8/16/16	101-43700-42600	SUPPLIES & MA ORANGE FLAGS	163836	29.98
		I-60-8/22/16	101-43700-42600	SUPPLIES & MA 18" HANDGUN,POLY V	163836	29.04
		I-75-8/17/16	101-43700-42600	SUPPLIES & MA HEX COUPLINGS	163836	8.90
		I-76-8/17/16	101-43700-42600	SUPPLIES & MA HAVOLINE OIL,GREASE TUBES	163836	72.82
01-00671	VAN DIEST SUPPLY CO					
		I-168706	101-43700-42602	CHEMICALS CHEMICALS	163995	451.50
01-00850	GRAHAM TIRE CO					
		I-404103752	101-43700-42600	SUPPLIES & MA TUBE	163882	23.97
01-01325	MEYERS OIL CO					
		I-102549	101-43700-42610	GAS & FUEL REGULAR,DIESEL FUEL #2R	163925	584.43
01-01830	NORTHWESTERN ENERGY & C					
		I-2581639-8-8/16	101-43700-42800	UTILITIES 700 W 23RD AVE	163940	204.73
		I-2581641-4-8/16	101-43700-42800	UTILITIES W 23RD	163940	11.91
		I-2581642-2-8/16	101-43700-42800	UTILITIES 600 W 23RD AVE PUMP	163940	247.59
01-02679	MENARD'S INC					
		I-4013	101-43700-42600	SUPPLIES & MA WEDGE ANCHORS,COUPLING NUTS	163922	11.83
		I-4333	101-43700-42600	SUPPLIES & MA BITS,BEAR CLAWS	163922	35.93
01-02880	THUNE TRUE VALUE HARDWA					
		I-A313349	101-43700-42600	SUPPLIES & MA NUTS BOLTS & SCREWS	163986	6.00
01-02984	BROWN & SAENGER					
		I-2113291-0	101-43700-42600	SUPPLIES & MA POST-IT FLAGS,SHEET PROTECTORS	163832	34.57
01-06960	HENKE TRACTOR REPAIR SH					
		I-48207	101-43700-42603	WEED EATERS S STIHL TRIMMERS	163891	1,000.00
01-08130	C & B OPERATIONS LLC					
		I-2142709	101-43700-42600	SUPPLIES & MA EXTENTION SPRINGS,MULCHING BLA	163835	215.88
01-08867	BREAK TIME PORTABLES					
		I-2392	101-43700-42600	SUPPLIES & MA RENTAL @ COMMUNITY GARDEN	163830	95.00
01-09224	CANDACE NOTTINGHAM					
		I-82616	101-43700-42999	REFUND OF FEE CEMETERY LOTS REFUND	163948	620.00
DEPARTMENT 3700 CEMETERY					TOTAL:	3,705.48

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 4120 ANIMAL CONTROL

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY & C	I-2719777-1-8/16	101-44120-42800	UTILITIES-NEW 2020 W HAVENS NEW BLDG	163940	167.70
DEPARTMENT 4120 ANIMAL CONTROL					TOTAL:	167.70

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 4600 EMERGENCY MEDICAL SERV  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00712	NAPA AUTO PARTS					
		I-636934	101-44600-42530	VEHICLE REPAI CLEANERS	163937	41.86
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-026855	101-44600-42530	VEHICLE REPAI BATTERY	163980	191.76
01-01518	VERIZON WIRELESS					
		I-9769744780	101-44600-42800	TELEPHONE & I ACCT #542081321-00001	163998	15.02
		I-9769889128	101-44600-42800	TELEPHONE & I ACCT #786752327-00001	163998	26.02
01-01910	PALACE CLEANERS INC.					
		I-64429	101-44600-42900	LINEN CLEANIN SERVICE	163950	44.75
01-03846	BOUND TREE MEDICAL LLC					
		I-82232763	101-44600-42640	UNIFORMS SHORTS	163829	41.79
01-04327	GT BODY					
		I-6825	101-44600-42530	VEHICLE REPAI REPAIR DOORS	163884	74.40
01-06201	HENRY SCHEIN INC					
		I-32994275	101-44600-42600	SUPPLIES SUCTION TUBING,SEP-T-VAC SYSTE	163892	15.90
		I-33332237	101-44600-42600	SUPPLIES ELECTRODE QUIK COMBO,SPUR RESU	163892	205.94
		I-43676991	101-44600-42600	SUPPLIES NITRILE GLOVES,CONV BAGS,CATH	163892	538.50
01-06832	ADVANTAGE AUTO GLASS LL					
		I-IAA-0814-06601	101-44600-42530	VEHICLE REPAI WINDSHIELD REPAIR	163814	40.00
01-07326	EMERGENCY EDUCATION ASS					
		I-145444	101-44600-42710	TRAINING CPR CLASS	163866	45.00
01-08091	WALGREENS					
		I-2169	101-44600-42600	SUPPLIES ASPIRIN	164000	5.97
01-09228	WILLIAM MATHIS					
		I-1502242	101-44600-42910	REFUNDS OVERPAYMENT REFUND	163916	8.00
					DEPARTMENT 4600 EMERGENCY MEDICAL SERV TOTAL:	1,294.91

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 5000 CULTURE & RECREATION

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08801	THE OUTKASTS					
		I-81216	101-45000-42920	SPORTS AUTHOR 9/23,24 & 25	163949	2,500.00
01-09219	CASA - FIRST CIRCUIT					
		I-1572	101-45000-42925	CASA 2016 GRANT	163840	5,000.00
DEPARTMENT 5000 CULTURE & RECREATION					TOTAL:	7,500.00

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 5500 LIBRARY

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY & C	I-2585828-3-8/16	101-45500-42800	UTILITIES 221 N DUFF ST	163940	3,022.44
					DEPARTMENT 5500 LIBRARY	TOTAL: 3,022.44
					FUND 101 GENERAL	TOTAL: 475,095.60

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 201 PARK FUND

DEPARTMENT: 5110 RECREATION &amp; AQUATICS

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00520	HAWKINS INC					
		I-3927857	201-45110-42602	POOL CHEMICAL POOL CHEMICALS	163888	2,820.08
		I-3931615	201-45110-42602	POOL CHEMICAL POOL CHEMICALS	163888	3,825.82
01-01830	NORTHWESTERN ENERGY & C					
		I-2868739-0-8/16	201-45110-42850	UTILITIES-AQU 1201 E HANSON ST POOL	163940	5,303.10
01-03267	WALMART COMMUNITY/RFCSL					
		I-3291	201-45110-42605	SUPPLIES & MA BRATS & PATTIES	164001	30.04
		I-3739	201-45110-42600	SUPPLIES & MA CANDY	164001	15.46
01-03497	MAXI-SWEEP INC					
		I-16064	201-45110-42550	REPAIR & MAIN O-RINGS, TOP SPREADER	163917	98.46
01-09223	VANTIV INTEGRATED PAYME					
		I-444098	201-45110-42605	SUPPLIES & MA CREDIT CARD MACHINES @ PARK	163997	525.00
01-09227	SDPRA REGISTRATION FORM					
		I-REG-HENKEL	201-45110-42700	TRAVEL, CONF. REG.-J HENKEL	163971	200.00
DEPARTMENT 5110 RECREATION & AQUATICS					TOTAL:	12,817.96

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 201 PARK FUND  
 DEPARTMENT: 5140 RECREATION CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-4177	201-45140-42600	SUPPLIES & MA MAILING SERVICE	163957	3.29
		I-373920	201-45140-42600	SUPPLIES & MA EZ FLATS	163957	5.00
01-00621	MC&R POOLS INC					
		I-1162144	201-45140-42602	CHEMICALS POOL CHEMICALS	163918	105.24
		I-2161167	201-45140-42602	CHEMICALS POOL CHEMICALS	163918	1,173.20
01-00940	HARVE'S SPORT SHOP					
		I-21643	201-45140-42600	SUPPLIES & MA LIZARDSKINS	163886	21.98
01-01450	MUTH ELECTRIC INC					
		I-586120	201-45140-42500	REPAIR & MAIN REPAIRS @ REC CENTER	163936	67.35
01-01497	GRAINGER					
		I-9183241620	201-45140-42600	SUPPLIES & MA DISPENSING TUBES	163883	59.80
01-01830	NORTHWESTERN ENERGY & C					
		I-2773861-6-8/16	201-45140-42800	UTILITIES 1300 N MAIN ST 15	163940	332.64
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-3756-3	201-45140-42600	SUPPLIES & MA H&C SHARKGRIP ADDT	163973	10.59
01-02880	THUNE TRUE VALUE HARDWA					
		I-A312330	201-45140-42600	SUPPLIES & MA MENDING PLATE, HARDWARE	163986	5.08
		I-A313032	201-45140-42600	SUPPLIES & MA ELEC TAPE, HARDWARE, DISPENSER	163986	14.35
		I-A313448	201-45140-42600	SUPPLIES & MA HARDWARE	163986	12.79
		I-A313700	201-45140-42600	SUPPLIES & MA JOINT COMPOUND, TAPING KNIFE, MU	163986	18.67
		I-A313735	201-45140-42600	SUPPLIES & MA OLD ENGLISH, LYSOL	163986	10.78
		I-B146668	201-45140-42600	SUPPLIES & MA PAINT, HAND SANDER, SAND SCREEN	163986	48.74
01-02984	BROWN & SAENGER					
		I-2113750-0	201-45140-42600	SUPPLIES & MA PAPER, LABELS	163832	28.87
01-03700	FARNER-BOCKEN COMPANY					
		I-5053653	201-45140-42601	CONCESSION SU REC CENTER CONCESSION PRODUCT	163873	712.79
01-04293	JCL SOLUTIONS					
		I-1074381-1	201-45140-42500	REPAIR & MAIN WOOD FLOOR FINISH CLEANER	163903	1,371.00
01-06750	MITCHELL TELECOM					
		I-10543726	201-45140-42800	UTILITIES ACCT #37690-1	163932	68.37
01-07716	SAGA COMMUNICATIONS OF					
		I-1160763606	201-45140-42300	PUBLISHING CONTRACT #112353-PARK & REC	163961	60.00
01-08669	AM DISTRIBUTING LLC					
		I-25634782	201-45140-42601	CONCESSION SU SNACKS	163818	47.04

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 201 PARK FUND

DEPARTMENT: 5140 RECREATION CENTER

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09009	WELL BEATS	I-243345	201-45140-42920	SOFTWARE SOFTWARE	164002	199.00
					DEPARTMENT 5140 RECREATION CENTER	TOTAL: 4,376.57

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 201 PARK FUND  
 DEPARTMENT: 5160 SPORTS COMPLEXES  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00712	NAPA AUTO PARTS					
		C-635205	201-45160-42500	REPAIR & MAIN CREDIT	163937	18.00-
		I-635181	201-45160-42500	REPAIR & MAIN BATTERY	163937	105.79
01-00836	HERC-U-LIFT					
		I-S0067843	201-45160-42500	REPAIR & MAIN SWITCH FOR MAN LIFT	163893	58.64
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-023059	201-45160-42500	REPAIR & MAIN FLEXPLATE, STARTER DRIVE, BATTER	163980	10.92
		I-15-023488-6/20/16	201-45160-42500	REPAIR & MAIN FILTER, SEAL, INSTALLATION HARDW	163980	6.62
		I-15-023897	201-45160-42500	REPAIR & MAIN WATER PUMP, WIPER MOTOR, SWITCH	163980	297.58
		I-15-024721	201-45160-42500	REPAIR & MAIN FILTERS, CUSHION	163980	34.46
		I-15-024721	201-45160-42500	REPAIR & MAIN FILTERS, CUSHION	163980	212.89
01-01202	TK ELECTRIC					
		I-13308	201-45160-42500	REPAIR & MAIN REPAIRS @ BALL FIELDS	163988	158.09
01-01830	NORTHWESTERN ENERGY & C					
		I-2579141-9-8/16	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	163940	2,783.44
		I-2582639-7-8/16	201-45160-42800	UTILITIES PATTON YOUNG	163940	69.73
		I-2834109-7-8/16	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	163940	786.98
01-01988	DOUG'S CUSTOM PAINT & B					
		I-26473	201-45160-42500	REPAIR & MAIN CLUTCH ASSEMBLY FOR MOWER	163864	428.95
01-02537	SHERWIN-WILLIAMS COMPAN					
		C-1872-0	201-45160-42600	SUPPLIES & MA CREDIT	163973	38.89-
01-02653	SD DEPT OF REVENUE					
		I-82516	201-45160-42600	SUPPLIES & MA TITLE & REGISTRATION	163967	21.20
01-02679	MENARD'S INC					
		I-3564	201-45160-42600	SUPPLIES & MA CLEANER, HAND SOAP	163922	31.96
01-02804	TMA STORES					
		I-45220	201-45160-42500	REPAIR & MAIN FLAT REPAIRS	163989	12.88
		I-45257	201-45160-42500	REPAIR & MAIN FLAT REPAIRS	163989	10.82
		I-45507	201-45160-42500	REPAIR & MAIN TIRES	163989	61.80
01-02811	JONES SUPPLIES					
		I-104999	201-45160-42600	SUPPLIES & MA SCREENS	163905	60.00
01-02880	THUNE TRUE VALUE HARDWA					
		I-A312497	201-45160-42600	SUPPLIES & MA CORNER IRON	163986	4.99
01-09226	GLADYS EWING					
		I-83016	201-45160-42600	SUPPLIES & MA PATTON YOUNG RENTAL FEE REFUND	163870	110.00
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	5,210.85

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	CAMPBELL SUPPLY INC.					
		I-18-8/9/16	201-45210-42600	SUPPLIES & MA GRIND WHEELS	163836	28.90
		I-20-8/9/16	201-45210-42600	SUPPLIES & MA BUG SPRAY	163836	10.99
		I-71-8/16/16	201-45210-42600	SUPPLIES & MA EPOXY	163836	4.99
		I-9-8/10/16	201-45210-42600	SUPPLIES & MA INSECT KILLER	163836	14.99
01-00436	FARMERS ALLIANCE					
		I-IC9566	201-45210-42600	SUPPLIES & MA TANK LEASE	163872	50.00
01-00532	A-OX WELDING SUPPLY CO					
		I-170897	201-45210-42600	SUPPLIES & MA CYLINDER RENTAL	163810	63.55
		I-935988	201-45210-42600	SUPPLIES & MA CARBON DIOXIDE CYLINDER	163810	24.68
		I-937726	201-45210-42600	SUPPLIES & MA FINANCE CHARGE	163810	12.50
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-023059	201-45210-42500	REPAIR & MAIN FLEXPLATE, STARTER DRIVE, BATTER	163980	9.33
		I-15-023488-6/20/16	201-45210-42500	REPAIR & MAIN FILTER, SEAL, INSTALLATION HARDW	163980	19.84
		I-15-026414	201-45210-42500	REPAIR & MAIN OIL FILTERS, TRANS-X, KOOL CUSHI	163980	66.78
01-01202	TK ELECTRIC					
		I-13357	201-45210-43300	CAPITAL IMPRO REMOVE LIGHT POLES	163988	950.00
01-01325	MEYERS OIL CO					
		I-102491	201-45210-42610	GAS & FUEL REGULAR, DIESEL FUEL #2R	163925	1,486.20
01-01395	MITCHELL CONCRETE PRODU					
		I-77138	201-45210-42600	SUPPLIES & MA SPEC-MIX	163930	7.75
		I-77365	201-45210-43300	CAPITAL IMPRO POLE BARN PADS	163930	6.00
		I-77375	201-45210-43300	CAPITAL IMPRO BAGS OF CONCRETE	163930	103.00
		I-77442	201-45210-42600	SUPPLIES & MA 3/4" ROCK	163930	166.08
01-01450	MUTH ELECTRIC INC					
		I-586433	201-45210-42600	SUPPLIES & MA INSTALLED POLE&LIGHT-SKATEBOAR	163936	3,122.82
01-01490	MUELLER LUMBER CO. INC.					
		I-241306	201-45210-42600	SUPPLIES & MA PLYWOOD	163935	48.69
01-01497	GRAINGER					
		I-9174593468	201-45210-42600	SUPPLIES & MA SOAP DISPENSER, CLEANER	163883	349.90
01-01570	MCFARLAND SUPPLY #3342					
		I-4130771	201-45210-42600	SUPPLIES & MA CAPS	163919	13.94
		I-4136898	201-45210-42600	SUPPLIES & MA COUPLERS, CAPS, GAL SIZZLE	163919	53.53
		I-4165545	201-45210-42600	SUPPLIES & MA IRRIGATION CAPS	163919	9.12
01-01805	FASTENAL COMPANY					
		I-SDMIT116730	201-45210-42600	SUPPLIES & MA EARPLUG & SAFETY GLASSES	163874	92.82
		I-SDMIT116807	201-45210-42600	SUPPLIES & MA HARDWARE	163874	22.21
		I-SDMIT117013	201-45210-42600	SUPPLIES & MA CUTTING WHEELS FOR SAW	163874	68.25

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY & C					
		I-2573056-5-8/16	201-45210-42800	UTILITIES 1001 E BIRCH AVE CONC 5	163940	6.73
		I-2581647-1-8/16	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	163940	57.87
		I-2748483-1-8/16	201-45210-42800	UTILITIES ACCESS LOT METER	163940	10.44
		I-2967874-5-8/16	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	163940	37.63
		I-2997129-8-8/16	201-45210-42800	UTILITIES 800 E 11TH AVE	163940	15.72
		I-3328555-2-7/16	201-45210-42800	UTILITIES 425 S BURR	163940	29.18
01-01964	DAKOTA SUPPLY GROUP					
		I-C334792	201-45210-42600	SUPPLIES & MA PVC PIPE	163857	22.62
		I-C335395	201-45210-42600	SUPPLIES & MA IRRIGATION FITTINGS	163857	7.14
01-02225	RON'S BICYCLE AND LOCKS					
		I-41951-7/5/16	201-45210-42500	REPAIR & MAIN KNOB LOCK,REKEY LOCK CYLINDER	163959	55.00
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-3271-3	201-45210-42600	SUPPLIES & MA PAINT	163973	49.15
		I-3456-0	201-45210-42600	SUPPLIES & MA PAINT,BRUSHES	163973	407.36
		I-3464-4	201-45210-42600	SUPPLIES & MA BRUSHES,TRAY LINERS	163973	33.14
		I-3525-2	201-45210-42600	SUPPLIES & MA SCRAPPERS,PAIL LINERS	163973	66.00
		I-3542-7	201-45210-42600	SUPPLIES & MA PAINT,BRUSHES	163973	61.52
		I-3543-5	201-45210-42600	SUPPLIES & MA PAINT	163973	160.30
		I-3571-6	201-45210-42600	SUPPLIES & MA PAINT	163973	26.65
		I-3729-0	201-45210-42600	SUPPLIES & MA PAINT	163973	38.91
		I-3775-3	201-45210-42600	SUPPLIES & MA PAINT	163973	116.73
01-02679	MENARD'S INC					
		I-3769	201-45210-42600	SUPPLIES & MA SCREWS,CEDAR BOARDS,	163922	142.91
		I-3836	201-45210-42600	SUPPLIES & MA SCREWS, SOCKET ADAPTER,CEDAR	163922	38.16
		I-4222-8/15/16	201-45210-42600	SUPPLIES & MA HEX CAPS	163922	6.34
01-02804	TMA STORES					
		I-45848	201-45210-42500	REPAIR & MAIN TIRE	163989	72.10
		I-45911	201-45210-42500	REPAIR & MAIN LAWMOWER TIRE	163989	14.37
		I-45947	201-45210-42500	REPAIR & MAIN TIRE REPAIRS	163989	31.13
01-02811	JONES SUPPLIES					
		I-105150	201-45210-42600	SUPPLIES & MA BATH TISSUE,ROLL TOWELS,CLEANE	163905	340.46
		I-105179	201-45210-42600	SUPPLIES & MA LINERS	163905	198.96
01-02880	THUNE TRUE VALUE HARDWA					
		I-A309792	201-45210-42600	SUPPLIES & MA OVEN CLEANER,SCRUB SPONGES,WIN	163986	38.09
		I-A312589	201-45210-42600	SUPPLIES & MA LABOR-WINDOW SCREEN	163986	8.40
		I-A313007	201-45210-42600	SUPPLIES & MA HARDWARE	163986	2.60
		I-A313011	201-45210-42600	SUPPLIES & MA HARDWARE	163986	1.62
		I-A313283	201-45210-42600	SUPPLIES & MA STRAINWASHER	163986	2.38
		I-B146803	201-45210-42600	SUPPLIES & MA RANGE CORD	163986	19.99
01-06495	AMERICAN SWING PRODUCTS					

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 201 PARK FUND

DEPARTMENT: 5210 PARKS

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06495	AMERICAN SWING PRODUCTS			continued		
		I-64598	201-45210-42600	SUPPLIES & MA SWING SEATS	163819	700.30
01-08130	C & B OPERATIONS LLC					
		I-2128905	201-45210-42500	REPAIR & MAIN HYDRAULIC PRESSURE VALVE,SWITC	163835	605.05
01-08867	BREAK TIME PORTABLES					
		I-2384	201-45210-42600	SUPPLIES & MA SERVICE @ BOAT RAMP	163830	95.00
		I-2385	201-45210-42600	SUPPLIES & MA SERVICE @ SANDY BEACH	163830	95.00
		I-2390	201-45210-42600	SUPPLIES & MA SERVICE @ BALL DIAMOND	163830	95.00
DEPARTMENT 5210 PARKS					TOTAL:	10,516.81

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 201 PARK FUND

DEPARTMENT: 5220 SUPERVISION

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01590	MCLEOD'S PRINTING					
		I-6537	201-45220-42600	SUPPLIES & MA BUSINESS CARDS	163920	35.00
01-02984	BROWN & SAENGER					
		I-2113743-0	201-45220-42600	SUPPLIES & MA INK CARTRIDGE	163832	49.99
		I-2114273-0	201-45220-42600	SUPPLIES & MA TONER	163832	109.99
01-05195	A & B BUSINESS SOLUTION					
		I-311361	201-45220-42500	REPAIR & MAIN CONTRACT #CT3204-01	163809	58.51
01-06708	CDW GOVERNMENT INC					
		I-DSN6440	201-45220-42920	COMPUTER SOFT MONITORS & DOCKING STATION	163841	423.44
01-09193	NATHAN POWELL					
		I-81816	201-45220-42700	TRAVEL, CONF. LAKE MEETING 8/18 MEAL	163955	11.00
					DEPARTMENT 5220 SUPERVISION	TOTAL: 687.93
					FUND 201 PARK FUND	TOTAL: 33,610.12

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 214 E-911 EMERGENCY

DEPARTMENT: 3500 E-911

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02555	SIOUX FALLS	TWO-WAY RAD I-102864	214-43500-42500	REPAIRS & MAI RADIO REPAIRS	163978	37.50
01-03100	CENTURY LINK	I-605 509-0085-8/16	214-43500-42800	UTILITIES - T MONTHLY SERVICE 8/7-9/6	163842	1,250.19
01-07665	BRENDA SCHROEDER	I-16796-41	214-43500-42650	UNIFORMS UNIFORM REPAIRS	163965	6.00
01-09225	2016 DAKOTA	9-1-1 CONFE I-82516	214-43500-42700	DUES, TRAININ REG.-BRINK,VAUGHN,VANSICKLE	163808	297.00
					DEPARTMENT 3500 E-911	TOTAL: 1,590.69
					FUND 214 E-911 EMERGENCY	TOTAL: 1,590.69

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 218 COMMUNITY SERVICES

DEPARTMENT: 5140 RSVP

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-05195	A & B BUSINESS SOLUTION	I-315314	218-45140-42300	PRINTING CONTRACT #CT2624-01	163809	88.47
DEPARTMENT 5140 RSVP					TOTAL:	88.47

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 218 COMMUNITY SERVICES  
 DEPARTMENT: 5150 PALACE TRANSIT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00428	CARQUEST AUTO PARTS INC	I-4977-144129	218-45150-42500	REPAIR AND MA POWER STEERING FLUID,FUEL ADDI	163839	58.62
01-00712	NAPA AUTO PARTS	I-635517	218-45150-42500	REPAIR AND MA FUEL ADDITIVE	163937	17.98
01-01199	STURDEVANT'S AUTO PARTS	I-15-026411	218-45150-42500	REPAIR AND MA OIL FILTER	163980	5.80
01-01830	NORTHWESTERN ENERGY & C	I-2782802-9-8/16	218-45150-42810	UTILITIES-GAR 1321 W 8TH	163940	121.70
01-02840	TESSIER'S INC	I-42660	218-45150-42511	GARAGE REPAIR CAR WASH REPAIRS	163984	1,400.00
01-04044	ARAMARK	I-16953938	218-45150-42650	UNIFORMS JACKETS W/LOGO	163822	200.92
01-05195	A & B BUSINESS SOLUTION	I-315314	218-45150-42600	SUPPLIES & MA CONTRACT #CT2624-01	163809	147.45
DEPARTMENT 5150 PALACE TRANSIT					TOTAL:	1,952.47

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 218 COMMUNITY SERVICES  
 DEPARTMENT: 5170 SANBORN CO TRANSIT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-05195	A & B BUSINESS SOLUTION	I-315314	218-45170-42600	SUPPLIES & MA CONTRACT #CT2624-01	163809	29.49	
01-08497	CITY OF WOONSOCKET	I-81216	218-45170-42810	UTILITIES-GAR ACCT #01-00001079-01-3	163846	31.50	
01-08717	EXPRESS 2	I-7924	218-45170-42610	GAS OIL TIRES ETHANOL	163871	42.00	
					DEPARTMENT 5170 SANBORN CO TRANSIT	TOTAL:	102.99
					FUND 218 COMMUNITY SERVICES	TOTAL:	2,143.93

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 219 NUTRITION

DEPARTMENT: 5140 NUTRITION

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-05195	A & B BUSINESS SOLUTION	I-315314	219-45140-42600	SUPPLIES & MA CONTRACT #CT2624-01	163809	29.49
01-06642	COUNTY FAIR	I-JULY 2016	219-45140-42911	CONTRACT SERV SENIOR DINE CARD FOR JULY	163854	220.00
01-09069	BIG DADDY D'S INC	I-58	219-45140-42911	CONTRACT SERV SENIOR MEALS 8/8-12	163827	2,290.00
		I-65	219-45140-42911	CONTRACT SERV SENIOR MEALS 8/15-19	163827	2,235.00
DEPARTMENT 5140 NUTRITION					TOTAL:	4,774.49
FUND 219 NUTRITION					TOTAL:	4,774.49

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 314 TID #20-MORRIS

DEPARTMENT: 1000 DEBT SERVICE-BID #20

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03087	FIRST DAKOTA NATIONAL B	I-705091563	314-41000-23200	BOND INTEREST INTEREST PAYMENT	163877	7,573.87
					DEPARTMENT 1000 DEBT SERVICE-BID #20	TOTAL: 7,573.87
					FUND 314 TID #20-MORRIS	TOTAL: 7,573.87

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 537 INDOOR SWIMMING POOL

DEPARTMENT: 6500 INDOOR SWIMMING POOL

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09170	MSH ARCHITECTS INC					
		I-2016-11 P.E. #5	537-46500-43300	CONSTRUCTION 2016-11 P.E. #5	163934	56,396.56
					DEPARTMENT 6500 INDOOR SWIMMING POOL	TOTAL: 56,396.56
					FUND 537 INDOOR SWIMMING POOL	TOTAL: 56,396.56

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 602 WATER  
 DEPARTMENT: 3330 WATER TREATMENT PLANT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-026415	602-43330-42600	SUPPLIES & MA OIL FILTER	163980	6.04
		I-15-026851	602-43330-42500	REPAIR & MAIN TUBING,BRAKE BLEEDER SCREW,	163980	96.97
01-01830	NORTHWESTERN ENERGY & C					
		I-2576810-2-8/16	602-43330-42800	UTILITIES 1224 1/2 W 5TH AVE	163940	45.51
		I-2585902-6-8/16	602-43330-42800	UTILITIES 2800 N MAIN ST	163940	8,941.30
		I-2586002-4-8/16	602-43330-42800	UTILITIES N LAKE MITCHELL	163940	56.88
		I-2958403-4-8/16	602-43330-42800	UTILITIES 1800 VAN DYKE DR	163940	125.90
01-02470	HD SUPPLY WATERWORKS LT					
		I-E925731	602-43330-42600	SUPPLIES & MA COMPACT REDUCERS	163889	772.50
01-02602	SD DEPT OF HEALTH					
		I-10572771	602-43330-42550	LAB FEES LAB	163966	600.00
01-04388	HF SCIENTIFIC INC					
		I-205537	602-43330-42600	SUPPLIES & MA CALIBRATION PARTS	163894	162.28
01-04738	DESIGN SOLUTIONS & INTE					
		I-18659	602-43330-42500	REPAIR & MAIN SOUTH TOWER REPAIRS	163861	1,024.50
01-07689	ANALYTICAL TECHNOLOGY I					
		I-130489	602-43330-42600	SUPPLIES & MA SENSOR/TRANSMITTER,GAS GENERAT	163821	819.20
01-08281	AMERIPRIDE SERVICES INC					
		I-2800663857	602-43330-42600	SUPPLIES & MA MOPS/MATS	163820	31.30
DEPARTMENT 3330 WATER TREATMENT PLANT					TOTAL:	12,682.38

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 602 WATER  
 DEPARTMENT: 3340 WATER DISTRIBUTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-4177	602-43340-42660	POSTAGE MAILING SERVICE	163957	28.67
01-00424	CAMPBELL SUPPLY INC.					
		I-180-8/23/16	602-43340-42600	SUPPLIES & MA HARDWARE	163836	54.70
		I-189-8/29/16	602-43340-42600	SUPPLIES & MA LOCK PINS,ADAPTER	163836	9.26
		I-22-8/15/16	602-43340-42600	SUPPLIES & MA SHOP TOWELS,AUTO BULB	163836	18.57
		I-224-8/19/16	602-43340-42600	SUPPLIES & MA TEES W/LOGO & VEST	163836	12.99
		I-224-8/19/16	602-43340-42650	UNIFORMS TEES W/LOGO & VEST	163836	69.95
		I-238-8/15/16	602-43340-42600	SUPPLIES & MA STARTER HANDLE	163836	4.99
		I-7-8/18/16	602-43340-42600	SUPPLIES & MA POLY ROPE,DRILL BITS	163836	18.97
01-00985	HONDA OF MITCHELL					
		I-97478	602-43340-42600	SUPPLIES & MA REPAIRS	163897	64.54
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-026851	602-43340-42500	REPAIR & MAIN TUBING,BRAKE BLEEDER SCREW,	163980	206.17
		I-15-027253	602-43340-42500	REPAIR & MAIN STOP & TAIL	163980	8.07
01-01700	AAA COLLECTIONS INC					
		I-7782-0716	602-43340-42910	BILLING OFFIC PRE-COLLECTION LETTERS	163811	11.67
01-01830	NORTHWESTERN ENERGY & C					
		I-2941237-6-8/16	602-43340-42600	SUPPLIES & MA 1416 E SPRUCE ST	163940	52.25
01-02470	HD SUPPLY WATERWORKS LT					
		I-F944995	602-43340-42600	SUPPLIES & MA METER FLANGES	163889	416.16
		I-F978633	602-43340-42600	SUPPLIES & MA METERS	163889	5,462.15
01-02480	SCHMUCKER PAUL & NOHR					
		I-2016-19 P.E. #8	602-43340-43368	5th AVENUE BU 2016-19 P.E. #8	163964	6,242.30
01-02679	MENARD'S INC					
		I-3919	602-43340-42600	SUPPLIES & MA 3/4" HOSE,TRIG NOZZLE	163922	13.18
		I-3928	602-43340-42600	SUPPLIES & MA FACE RESPIRATOR,FILTERS	163922	64.91
		I-4214	602-43340-42600	SUPPLIES & MA 3 PK TAKEALONGS RECTANGLE	163922	2.26
01-02790	SUN GOLD SPORTS					
		I-67116	602-43340-42650	UNIFORMS SCREENPRINT LOGO	163983	36.00
01-04172	RICHARD POLLREISZ					
		I-81016	602-43340-42700	TRAVEL, CONF BURGERS-FIX MAIN BREAK & HYDRA	163953	15.48
01-08466	CHR SOLUTIONS INC					
		I-726999	602-43340-42660	POSTAGE JULY BILLING	163843	718.60
		I-726999	602-43340-42910	BILLING OFFIC JULY BILLING	163843	329.47
01-09161	B & B CONTRACTING INC					
		I-2016-19 P.E. #5	602-43340-43368	5th AVENUE BU 2016-19 P.E. #5	163824	37,598.27

DEPARTMENT 3340 WATER DISTRIBUTION TOTAL: 51,459.58

FUND 602 WATER TOTAL: 64,141.96

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 604 SEWER  
 DEPARTMENT: 3200 WASTE WATER TREATMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00210	BAILEY METAL FABRICATOR	I-44506	604-43200-42600	SUPPLIES STAINLESS STEEL FLAT	163825	46.14
01-00356	QUALIFIED PRESORT	I-2279-4177	604-43200-42660	POSTAGE MAILING SERVICE	163957	28.67
01-00424	CAMPBELL SUPPLY INC.	I-13-8/2/16	604-43200-42600	SUPPLIES FLOOR DRY,SHOP TOWELS	163836	78.55
		I-45-8/8/16	604-43200-42600	SUPPLIES BALL VALVES,HOSE BARBS,ELBOWS,	163836	44.11
		I-49-8/17/16	604-43200-42600	SUPPLIES MAGNA-SWEEP	163836	24.99
		I-55-7/27/16	604-43200-42600	SUPPLIES HITCH PIN,SPRING SNAP	163836	6.48
		I-82-7/27/16	604-43200-42600	SUPPLIES SPRING SNAP,QUICK LINK,S-HOOKS	163836	8.87
01-00717	H & W CONTRACTING LLC	I-2016-12 P.E. #4 FI	604-43200-43421	FORCE MAIN 2016-12 P.E. #4 FINAL	163885	41,589.82
01-01830	NORTHWESTERN ENERGY & C	I-2581292-6-8/16	604-43200-42800	UTILITIES 2141 E HAVENS ST	163940	5,723.95
01-02372	AGRONOMY PLUS	I-28190	604-43200-42602	CHEMICALS ROUNDUP	163816	45.35
01-02602	SD DEPT OF HEALTH	I-10572666	604-43200-42550	LABORATORY FE LAB	163966	188.00
		I-10572771	604-43200-42550	LABORATORY FE LAB	163966	31.00
01-02679	MENARD'S INC	I-4799	604-43200-42600	SUPPLIES BATTERY	163922	37.96
01-03180	UNITED LABORATORIES	I-164518	604-43200-42602	CHEMICALS BUT & TAR REMOVER,DEGREASER	163994	922.86
01-03360	WHOLESALE ELECTRONICS I	I-B62240060	604-43200-42600	SUPPLIES FUSES,MINIATURE LAMPS	164004	76.25
01-04308	SANTEL COMMUNICATIONS C	I-10547512	604-43200-42800	UTILITIES ACCT #208282-0	163962	69.95
01-08098	NBS CALIBRATIONS	I-101822	604-43200-42500	REPAIRS SERVICE	163938	179.00
01-08466	CHR SOLUTIONS INC	I-726999	604-43200-42660	POSTAGE JULY BILLING	163843	718.61
					DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL:	49,820.56

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 604 SEWER  
 DEPARTMENT: 3250 WASTE WATER COLLECTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00236	BENDER'S SEWER CLEANING					
		I-18089	604-43250-43331	5TH AVENUE BU TRACE SEWER LINES ON E 5TH	163826	320.00
		I-18180	604-43250-42500	REPAIRS FOSTER ST LIFT STATION REPAIRS	163826	610.00
01-00424	CAMPBELL SUPPLY INC.					
		I-14-8/24/16	604-43250-42600	SUPPLIES SQUEEGEE, SLEDGE HAMMER, SHOVELS	163836	90.45
		I-79-8/24/16	604-43250-42600	SUPPLIES AIRHOSE	163836	25.00
		I-84-7/21/16	604-43250-42600	SUPPLIES HARDWARE	163836	8.32
		I-93-8/17/16	604-43250-42600	SUPPLIES BLADES, HARDWARE	163836	37.53
01-00712	NAPA AUTO PARTS					
		I-635516	604-43250-42600	SUPPLIES FUEL ADDITIVE	163937	17.98
		I-636936	604-43250-42600	SUPPLIES CLEANER	163937	23.88
01-01570	MCFARLAND SUPPLY #3342					
		I-4167342	604-43250-42600	SUPPLIES HARDWARE	163919	12.99
		I-4189123	604-43250-42600	SUPPLIES HARDWARE	163919	2.85
01-01700	AAA COLLECTIONS INC					
		I-7782-0716	604-43250-42910	BILLING OFFIC PRE-COLLECTION LETTERS	163811	11.67
01-01805	FASTENAL COMPANY					
		I-SDMIT117011	604-43250-42600	SUPPLIES HARDWARE	163874	58.60
		I-SDMIT117040	604-43250-42600	SUPPLIES HARDWARE	163874	148.30
		I-SDMIT117120	604-43250-42600	SUPPLIES HARDWARE	163874	23.96
		I-SDMIT117329	604-43250-42600	SUPPLIES HARDWARE, BRUSH	163874	94.38
01-01830	NORTHWESTERN ENERGY & C					
		I-2572870-0-8/16	604-43250-42800	UTILITIES 1511 N COMMERCE	163940	108.71
		I-2579460-3-8/16	604-43250-42800	UTILITIES N SANBORN AND 13TH AVE	163940	43.65
		I-2581214-0-8/16	604-43250-42800	UTILITIES N FOSTER ST	163940	1,087.00
		I-2581590-3-8/16	604-43250-42800	UTILITIES N HARMON DR	163940	88.26
		I-2581650-5-8/16	604-43250-42800	UTILITIES KIPPES CV	163940	46.13
		I-2581719-8-8/16	604-43250-42800	UTILITIES S HARMON AND OHLMAN	163940	93.83
		I-2581747-9-8/16	604-43250-42800	UTILITIES S HARMON DR	163940	49.37
		I-2582035-8-8/16	604-43250-42800	UTILITIES 1600 W 23RD AVE	163940	108.37
		I-2582739-5-8/16	604-43250-42800	UTILITIES 1300 W NORWAY AVE	163940	125.18
		I-2585907-5-8/16	604-43250-42800	UTILITIES AIRPORT RD WST WTR	163940	56.36
		I-2705160-6-8/16	604-43250-42800	UTILITIES 1100 N HARMON DR	163940	174.96
		I-2809477-9-8/16	604-43250-42800	UTILITIES 1423 COUNTRY DR	163940	115.99
		I-2828568-2-8/16	604-43250-42800	UTILITIES 5709 ISLAND CT	163940	23.70
01-02470	HD SUPPLY WATERWORKS LT					
		C-F940866	604-43250-42600	SUPPLIES CREDIT	163889	460.10-
01-02480	SCHMUCKER PAUL & NOHR					
		I-2016-19 P.E. #8	604-43250-43331	5TH AVENUE BU 2016-19 P.E. #8	163964	3,745.38
01-02599	FORTERRA PIPE & PRECAST					

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 604 SEWER

DEPARTMENT: 3250 WASTE WATER COLLECTION

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02599	FORTERRA PIPE & PRECAST	continued				
		I-MT00001648	604-43250-42500	REPAIRS CONES, JOINT SEAL	163879	464.00
01-03014	ADVANCE AUTO PARTS					
		I-5761619424238	604-43250-42600	SUPPLIES TRAILER ADAPTER	163813	9.99
		I-5761619436598	604-43250-42600	SUPPLIES MULTI PURPOSE GREASE	163813	39.90
01-03180	UNITED LABORATORIES					
		I-164518	604-43250-42602	CHEMICALS BUG & TAR REMOVER, DEGREASER	163994	922.86
01-07430	ELLIOTT EQUIPMENT CO					
		I-136148	604-43250-42600	SUPPLIES COUPLER	163865	60.88
01-08466	CHR SOLUTIONS INC					
		I-726999	604-43250-42910	BILLING OFFIC JULY BILLING	163843	329.48
01-09161	B & B CONTRACTING INC					
		I-2016-19 P.E. #5	604-43250-43331	5TH AVENUE BU 2016-19 P.E. #5	163824	22,558.95
					DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL:	31,278.76
					FUND 604 SEWER TOTAL:	81,099.32

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 606 AIRPORT

DEPARTMENT: 3500 AIRPORT

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03100	CENTURY LINK					
		I-605 996-7281-8/16	606-43500-42800	UTILITIES MONTHLY SERVICE 8/7-9/6	163842	68.95
				DEPARTMENT 3500 AIRPORT	TOTAL:	68.95
				FUND 606 AIRPORT	TOTAL:	68.95

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 612 SANITATION

DEPARTMENT: 3220 RECYCLING PROGRAM

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03869	DEPENDABLE SANITATION I	I-33897	612-43220-42503	CONTRACT-DEPE AUGUST FEES	163860	19,880.00
DEPARTMENT 3220 RECYCLING PROGRAM					TOTAL:	19,880.00

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 612 SANITATION  
 DEPARTMENT: 3230 WASTE COLLECTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-4177	612-43230-42660	POSTAGE MAILING SERVICE	163957	28.67
01-00436	FARMERS ALLIANCE					
		I-IQ9483	612-43230-42500	REPAIRS MOUNT TIRE	163872	25.00
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-026412	612-43230-42600	SUPPLIES FILTERS	163980	61.91
01-01700	AAA COLLECTIONS INC					
		I-7782-0716	612-43230-42910	BILLING OFFIC PRE-COLLECTION LETTERS	163811	11.66
01-01830	NORTHWESTERN ENERGY & C					
		I-2576522-3-8/16	612-43230-42800	UTILITIES 1404 W 5TH AVE SHED	163940	36.18
01-08466	CHR SOLUTIONS INC					
		I-726999	612-43230-42660	POSTAGE JULY BILLING	163843	718.61
		I-726999	612-43230-42910	BILLING OFFIC JULY BILLING	163843	329.48
DEPARTMENT 3230 WASTE COLLECTION					TOTAL:	1,211.51

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 612 SANITATION  
 DEPARTMENT: 3240 LANDFILL  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	CAMPBELL SUPPLY INC.					
		I-17-8/28/16	612-43240-42650	UNIFORMS JEANS	163836	86.95
		I-30-8/11/16	612-43240-42600	SUPPLIES CAM FITTINGS,REDUCER,RAKES,FLY	163836	136.94
01-00436	FARMERS ALLIANCE					
		I-52768	612-43240-42500	REPAIR AND MA REPAIRS	163872	244.00
		I-ID7093	612-43240-42610	GAS & OIL FIELDMASTER	163872	900.36
		I-IQ7931	612-43240-42600	SUPPLIES TIRE	163872	191.00
01-01590	MCLEOD'S PRINTING					
		I-6823	612-43240-42300	SANIT-LF-PUBL LF BROCHURE	163920	1,489.00
01-02527	SHEEHAN MACK SALES &					
		I-C23843	612-43240-42600	SUPPLIES HOSE	163972	52.75
01-04296	LEGGETTE BRASHEARS & GR					
		I-2016-29 P.E. #4	612-43240-42550	LAB FEES 2016-29 P.E. #4	163913	573.75
01-04308	SANTEL COMMUNICATIONS C					
		I-10547626	612-43240-42800	UTILITIES ACCT #260507-2	163962	49.95
01-07821	LIBERTY TIRE RECYCLING					
		I-2016-40 P.E. #1	612-43240-42900	WASTE TIRE PR 2016-40 P.E. #1	163914	14,178.00
01-08130	C & B OPERATIONS LLC					
		I-2136401	612-43240-42600	SUPPLIES O-RINGS,FITTINGS,3/4" HYD HOSE	163835	139.72
01-08281	AMERIPRIDE SERVICES INC					
		I-2800665186	612-43240-42500	REPAIR AND MA MATS	163820	31.45
					DEPARTMENT 3240 LANDFILL	TOTAL: 18,073.87
					FUND 612 SANITATION	TOTAL: 39,165.38

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 613 CORN PALACE  
 DEPARTMENT: 5650 CORN PALACE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	CAMPBELL SUPPLY INC.					
		I-114-8/25/16	613-45650-42600	SUPPLIES & MA PLIER,CABLE TIES	163836	43.35
		I-24-8/18/16	613-45650-42600	SUPPLIES & MA GRASS SHEAR,HEDGE SHEAR	163836	26.98
01-00436	FARMERS ALLIANCE					
		I-IQ8305	613-45650-42600	SUPPLIES & MA 100# LP BOTTLES	163872	4.70
01-00462	COCA COLA BOTTLING CO					
		I-1341574	613-45650-42610	COST OF GOODS POP	163848	328.40
		I-1361280	613-45650-42610	COST OF GOODS POP	163848	399.00
01-00483	COUNTY FAIR					
		I-470	613-45650-42610	COST OF GOODS SWEET CORN	163853	32.37
		I-6122	613-45650-42905	ENTERTAINMENT SPRING WATER,SNAPPLE DRINKS	163853	21.84
		I-7763	613-45650-42905	ENTERTAINMENT PRODUCE	163853	104.97
		I-8223	613-45650-42610	COST OF GOODS BUNS	163853	8.94
01-01193	KROHMER PLUMBING INC					
		I-20876	613-45650-42600	SUPPLIES & MA VACUUM BREAKER	163910	53.22
01-01450	MUTH ELECTRIC INC					
		I-274141	613-45650-42600	SUPPLIES & MA BULBS	163936	56.89
01-01490	MUELLER LUMBER CO. INC.					
		I-241666	613-45650-42600	SUPPLIES & MA DOWEL,WOOD ADHESIVE,DRILL BITS	163935	46.72
		I-241737	613-45650-42600	SUPPLIES & MA SCREWS	163935	70.12
01-01570	MCFARLAND SUPPLY #3342					
		I-4118691	613-45650-42500	REPAIRS & MAI CVR NP MODEL 37HA BFP CP	163919	35.23
		I-4198013	613-45650-42500	REPAIRS & MAI SINK CONN,HEX WRENCH,ORING,ADA	163919	838.93
		I-4202878	613-45650-42500	REPAIRS & MAI NP 3/4 CB VB	163919	71.50
01-01829	KDLT-TV					
		I-154956	613-45650-42320	ADVERTISING/P CONTRACT #28211-C.P. FESTIVAL	163908	250.00
		I-155135	613-45650-42320	ADVERTISING/P CONTRACT #29690-C.P. FESTIVAL	163908	49.00
		I-155323	613-45650-42320	ADVERTISING/P CONTRACT #29689-C.P. FESTIVAL	163908	840.00
01-01830	NORTHWESTERN ENERGY & C					
		I-2587292-0-8/16	613-45650-42800	UTILITIES 600 N MAIN ST	163940	7,327.54
		I-3219913-5-8/16	613-45650-42800	UTILITIES 617 N MAIN	163940	10.00
01-02413	PIONEER DESIGNS					
		I-28071	613-45650-42500	REPAIRS & MAI INSTALL LABEL ON C.P. STEPS	163952	886.00
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-3445-3	613-45650-42600	SUPPLIES & MA BRUSHES	163973	13.98
		I-3512-0	613-45650-42600	SUPPLIES & MA PAINT,PAINT CUPS	163973	41.24
		I-3520-3	613-45650-42600	SUPPLIES & MA WHITE PAINT	163973	211.80
		I-3533-6	613-45650-42600	SUPPLIES & MA PAINT CUPS,PAIL LINERS	163973	11.60

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 613 CORN PALACE

DEPARTMENT: 5650 CORN PALACE

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02537	SHERWIN-WILLIAMS COMPAN	continued				
		I-3535-1	613-45650-42600	SUPPLIES & MA PAINT BRUSHES	163973	94.24
		I-3540-1	613-45650-42600	SUPPLIES & MA WHITE PAINT	163973	53.30
		I-3544-3	613-45650-42600	SUPPLIES & MA PAINT ROLLERS	163973	35.34
		I-3566-6	613-45650-42600	SUPPLIES & MA ROLLER TRAY,TRAY LINERS,ROLLER	163973	38.58
		I-3582-3	613-45650-42600	SUPPLIES & MA GALVANIZING PRI	163973	5.89
		I-3806-6	613-45650-42600	SUPPLIES & MA MASKING TAPE,TRAY LINERS,ROLLE	163973	24.81
		I-3855-3	613-45650-42600	SUPPLIES & MA PAINT THINNER	163973	6.28
		I-3995-7	613-45650-42600	SUPPLIES & MA RED DUCT TAPE	163973	15.62
01-02560	PEPSI COLA COMPANY					
		I-9752741	613-45650-42610	COST OF GOODS POP	163951	276.37
01-02679	MENARD'S INC					
		I-3793	613-45650-42600	SUPPLIES & MA POLY BIRD SPIKES 10FT	163922	12.99
		I-4281	613-45650-42600	SUPPLIES & MA TERRY TOWELS,SEALANT,ELEC TAPE	163922	48.85
01-02790	SUN GOLD SPORTS					
		I-66796	613-45650-42600	SUPPLIES & MA 18X24 CAST ALUM PQ	163983	848.00
		I-67086	613-45650-42600	SUPPLIES & MA 4X8 PLATES	163983	55.00
01-02811	JONES SUPPLIES					
		I-105139	613-45650-42600	SUPPLIES & MA ROLL TOWELS,TISSUE,BATHROOM TI	163905	383.71
		I-105159	613-45650-42600	SUPPLIES & MA HAND SOAP	163905	36.58
		I-105193	613-45650-42600	SUPPLIES & MA ROLL TOWELS,TISSUE,NITRILE GLO	163905	700.93
		I-105220	613-45650-42600	SUPPLIES & MA VINYL GLOVES,NAPKINS,LINERS	163905	346.85
		I-105245	613-45650-42600	SUPPLIES & MA BAGS	163905	41.81
		I-105256	613-45650-42600	SUPPLIES & MA LINERS,VINYL GLOVES	163905	446.04
		I-105308	613-45650-42600	SUPPLIES & MA TISSUE,ROLL TOWELS,LINERS,CLEA	163905	446.04
		I-105309	613-45650-42600	SUPPLIES & MA DETERGENT	163905	95.50
		I-105354	613-45650-42600	SUPPLIES & MA ROLL TOWELS	163905	37.00
01-02840	TESSIER'S INC					
		I-TES016753	613-45650-42600	SUPPLIES & MA AIR CONDITIONER REPAIRS	163984	336.67
		I-TES017017	613-45650-42500	REPAIRS & MAI REPAIRS @ C.P.	163984	114.68
		I-TES017161	613-45650-42500	REPAIRS & MAI REPAIRS @ C.P. LOCKER ROOMS	163984	95.56
01-02843	THEATRICAL MEDIA SERVIC					
		I-45868	613-45650-42905	ENTERTAINMENT SOUND,LIGHTING&VIDEO 8/26-28	163985	28,100.00
01-02880	THUNE TRUE VALUE HARDWA					
		I-A314504	613-45650-42600	SUPPLIES & MA HOSES	163986	99.98
		I-B144505	613-45650-42600	SUPPLIES & MA CENTURY BITS,NUTS,BOLTS & SCRE	163986	26.33
		I-B146312	613-45650-42600	SUPPLIES & MA NAILS	163986	3.49
		I-B146477	613-45650-42600	SUPPLIES & MA PAINT,TAPE	163986	73.96
01-02984	BROWN & SAENGER					
		I-2112217-0	613-45650-42600	SUPPLIES & MA BUSINESS CARDS	163832	14.86
		I-2113019-0	613-45650-42600	SUPPLIES & MA RUBBER BANDS,ENVELOPES,PAPER	163832	43.39

PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 613 CORN PALACE  
 DEPARTMENT: 5650 CORN PALACE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02984	BROWN & SAENGER			continued		
		I-2116362-0	613-45650-42600	SUPPLIES & MA BULLETIN BOARD PAPER	163832	8.20
01-03267	WALMART COMMUNITY/RFCSL					
		I-1086-8/18/16	613-45650-42600	SUPPLIES & MA C.P. FESTIVAL PRODUCT	164001	168.69
		I-2717-8/20/16	613-45650-42610	COST OF GOODS CORN DOGS	164001	29.88
		I-6087	613-45650-42905	ENTERTAINMENT C.P. FESTIVAL PRODUCT	164001	219.45
01-03523	MITCHELL EXCHANGE CLUB					
		I-81516	613-45650-42610	COST OF GOODS PRETZELS & CHEESE SAUCE	163931	255.00
01-03700	FARNER-BOCKEN COMPANY					
		I-5049224	613-45650-42610	COST OF GOODS C.P. CONCESSION PRODUCT	163873	1,477.81
		I-5049225	613-45650-42610	COST OF GOODS C.P. CONCESSION PRODUCT	163873	300.20
		I-5067293	613-45650-42610	COST OF GOODS C.P. CONCESSION PRODUCT	163873	1,587.67
		I-5085724	613-45650-42610	COST OF GOODS C.P. CONCESSION PRODUCT	163873	2,132.36
		I-5085725	613-45650-42610	COST OF GOODS C.P. CONCESSION PRODUCT	163873	150.10
01-04222	PORTA PROS INC					
		I-34951	613-45650-42905	ENTERTAINMENT RENTAL 8/24-28	163954	3,930.00
01-05195	A & B BUSINESS SOLUTION					
		I-316106	613-45650-42500	REPAIRS & MAI CONTRACT #CT3208-01	163809	58.51
01-05891	FRITO-LAY INC					
		I-46452067	613-45650-42610	COST OF GOODS C.P. CONCESSION PRODUCT	163880	154.84
01-05892	GAYLEN'S HOMEGROWN POPC					
		I-3521	613-45650-42610	COST OF GOODS YELLOW POPCORN	163881	700.00
01-06885	KATHY KAYE FOODS LLC					
		I-19116	613-45650-42610	COST OF GOODS CARAMEL COBS	163907	1,360.00
01-07767	MILLER LITE BULL BASH					
		I-1685	613-45650-42320	ADVERTISING/P 2016 SCOREBOARD SPONSOR	163929	500.00
01-08281	AMERIPRIDE SERVICES INC					
		I-2800665682	613-45650-42500	REPAIRS & MAI MATS	163820	35.95
01-08594	MAKE IT MINE DESIGNS					
		I-4396	613-45650-42320	ADVERTISING/P WINDOW GRAPHICS	163915	1,780.00
01-08825	DAKOTA RETAIL TECHNOLOG					
		I-6363cw	613-45650-42500	REPAIRS & MAI PHONE REPAIRS	163856	25.00
01-09213	CALVIN HEGG					
		I-239608	613-45650-42610	COST OF GOODS SWEET CORN	163890	72.00
		I-239609	613-45650-42610	COST OF GOODS SWEET CORN	163890	24.00

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 613 CORN PALACE

DEPARTMENT: 5650 CORN PALACE

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09229	DAVE ALLEN					
		I-82616	613-45650-42905	ENTERTAINMENT C.P. SPONSOR NIGHT	163817	594.00
01-09230	LAB LLC DIGITAL MEDIA C					
		I-141	613-45650-42320	ADVERTISING/P DIGITAL BILLBOARD ADVERTISING	163911	354.00
					DEPARTMENT 5650 CORN PALACE	TOTAL: 60,660.63
					FUND 613 CORN PALACE	TOTAL: 60,660.63

01/31/2016 12:12 PM  
 PACKET: 04193 9/6/16 MEETING  
 VENDOR SET: 01  
 FUND : 614 GOLF COURSE  
 DEPARTMENT: 5250 GOLF COURSE  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	CAMPBELL SUPPLY INC.					
		I-19-8/18/16	614-45250-42600	SUPPLIES & MA BELTS	163836	12.38
01-00428	CARQUEST AUTO PARTS INC					
		I-1977-144391	614-45250-42600	SUPPLIES & MA AIR GAUGE, OPEN EYE NEEDLE,	163839	58.57
01-00671	VAN DIEST SUPPLY CO					
		I-168706	614-45250-42602	CHEMICALS CHEMICALS	163995	1,032.00
01-00712	NAPA AUTO PARTS					
		I-636161	614-45250-42600	SUPPLIES & MA JBWELD	163937	6.29
01-01325	MEYERS OIL CO					
		I-102525	614-45250-42610	GAS & FUEL REGULAR	163925	383.04
		I-102549	614-45250-42610	GAS & FUEL REGULAR, DIESEL FUEL #2R	163925	925.00
01-01355	MIDWEST TURF & IRRIGATI					
		I-3730796-01	614-45250-42600	SUPPLIES & MA BEARING HOUSINGS	163927	421.36
		I-3732327-00	614-45250-42600	SUPPLIES & MA COVER ASM, TIRES, INNER TUBES	163927	82.15
		I-3732327-01	614-45250-42600	SUPPLIES & MA COVER ASM	163927	125.12
01-01830	NORTHWESTERN ENERGY & C					
		I-2581639-8-8/16	614-45250-42800	UTILITIES 700 W 23RD AVE	163940	204.74
		I-2581643-0-8/16	614-45250-42800	UTILITIES GOLF PUMP 100 H	163940	1,443.48
		I-2581875-8-8/16	614-45250-42800	UTILITIES GOLF CLUB HOUSE	163940	666.09
		I-2581876-6-8/16	614-45250-42800	UTILITIES GOLF CART SHED	163940	66.10
		I-2939180-2-8/16	614-45250-42800	UTILITIES 825 INDIAN VILLAGE RD	163940	174.67
01-02607	SD FEDERAL PROPERTY AGE					
		I-55375089	614-45250-42600	SUPPLIES & MA LDV'S	163968	20.00
01-04855	S & S WILLERS INC					
		I-82516	614-45250-42603	SAND/GOLF COU GOLF COURSE SAND	163960	768.74
		I-8252016	614-45250-42603	SAND/GOLF COU GOLF COURSE SAND	163960	763.04
01-08892	ERIC HIEB					
		I-2016-9	614-45250-42200	GOLF PRO CONT PAYMENT #9	163895	5,768.90
		I-2016-9A	614-45250-42200	GOLF PRO CONT PAYMENT #9-CC REIMBURSEMENT	163895	537.16
DEPARTMENT 5250 GOLF COURSE					TOTAL:	13,458.83
FUND 614 GOLF COURSE					TOTAL:	13,458.83

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 652 HEALTH INSURANCE

DEPARTMENT: 1970 HEALTH INSURANCE

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-08899	DICE BENEFITS CONSULTIN					
		I-JULY 2016	652-41970-42100	HI TRUST-ADM. CONSULTING FEES-JULY	163862	507.00
					DEPARTMENT 1970 HEALTH INSURANCE	TOTAL: 507.00
					FUND 652 HEALTH INSURANCE	TOTAL: 507.00

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 700 AGENCY FUNDS

DEPARTMENT: 5300 AGENCY FUNDS

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04293	JCL SOLUTIONS	I-1077317	700-45300-42909	JVCC SANITIZER, DISHWASHER RINSE	163903	141.78
01-09215	MICHAEL MILLER	I-92371	700-45300-42900	BID DEPOSITS HYDRANT DEPOSIT REFUND	163928	1,500.00
					DEPARTMENT 5300 AGENCY FUNDS	TOTAL: 1,641.78
					FUND 700 AGENCY FUNDS	TOTAL: 1,641.78

PACKET: 04193 9/6/16 MEETING

VENDOR SET: 01

FUND : 710 SPECIAL ASSESSMENT-710

DEPARTMENT: 5000 97 SIDEWALK CONSTRUCTION

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-05904	CMC EXCAVATION INC	I-2422	710-45000-42900	SIDEWALK CONS REPLACE LEAKING SER-804 E 1ST	163847	4,263.29
01-07651	BIG O CONCRETE	I-2016-14B P.E. #1	710-45000-42900	SIDEWALK CONS 2016-14B P.E. #1	163828	29,237.80
		I-2016-4B P.E. #6	710-45000-42900	SIDEWALK CONS 2016-4B P.E. #6	163828	6,644.00
01-08307	TOP GRADE CONCRETE	I-2016-4A P.E. #4	710-45000-42900	SIDEWALK CONS 2016-4A P.E. #4	163991	16,453.98
DEPARTMENT 5000 97 SIDEWALK CONSTRUCTION TOTAL:						56,599.07
FUND 710 SPECIAL ASSESSMENT-710 TOTAL:						56,599.07
REPORT GRAND TOTAL:						898,528.18

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2016-2017	101-41110-42300	LEGAL PUBLICATIONS	5,903.33	47,500	22,469.88		
	101-41110-42600	SUPPLIES & MATERIALS	253.00	2,000	229.79		
	101-41110-42700	TRAVEL, CONF & DUES	42.00	3,000	1,948.03		
	101-41210-42700	TRAVEL, CONFERENCE, DUES	395.14	4,500	3,774.62		
	101-41220-42700	TRAVEL, CONF, DUES	115.00	3,000	1,927.00		
	101-41410-42700	TRAVEL, CONF & DUES	115.00	4,000	3,083.01		
	101-41420-42500	REPAIRS	246.48	500	1,567.97-	Y	
	101-41420-42600	SUPPLIES & MATERIALS	188.55	12,500	7,020.54		
	101-41420-42700	TRAVEL	180.00	2,500	1,619.42		
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	1,081.28	35,600	13,882.84		
	101-41440-42700	TRAVEL, DUES, RESOURCE MANUA	115.00	4,500	2,127.59		
	101-41920-42810	UTILITIES-STORAGE BLDG	152.19	2,000	504.98		
	101-41920-42811	UTILITIES-CITY HALL	3,426.33	18,000	5,597.02		
	101-41935-42500	REPAIRS/MAINTENANCE	58.51	2,000	1,288.39		
	101-41935-42600	SUPPLIES	247.18	10,000	6,156.60		
	101-41935-42615	POSTAGE	511.11	13,000	6,263.50		
	101-41935-42620	COMPUTER SUPP, TIMESHEETS	523.00	2,000	1,273.10		
	101-41935-42640	COPY MACHINE SUPPLIES	1,117.95	11,000	869.17		
	101-41935-43510	COMPUTER HARDWARE	3,781.00	70,000	59,862.82		
	101-42110-42200	PROFESSIONAL SERVICES	854.41	18,000	4,471.53		
	101-42110-42201	BUILDING MAINT/CLEANING SU	549.92	24,000	9,692.54		
	101-42110-42210	CRIMINAL INVESTIGATION	11.00	3,000	2,552.26		
	101-42110-42500	REPAIRS	1,909.10	24,680	8,644.19		
	101-42110-42600	SUPPLIES	589.65	25,000	12,438.33		
	101-42110-42640	UNIFORM ALLOWANCE	217.97	13,000	7,670.72		
	101-42110-42700	CONFERENCE & DUES	115.00	2,000	375.28		
	101-42110-42710	TRAINING	540.00	11,000	5,080.66		
	101-42110-42800	TELEPHONE	503.75	13,000	3,036.61		
	101-42110-42902	ALCOHOL TASK FORCE	1,100.00	15,500	13,348.12		
	101-42110-42980	VEHICLE TOWING	400.00	5,000	2,086.00-	Y	
	101-42130-42500	REPAIRS	323.16	5,000	3,453.22		
	101-42130-42510	STORAGE BUILDING REPAIR	436.99	1,000	236.11		
	101-42130-42520	EMERGENCY SIREN UTILITIES	133.09	2,000	586.96		
	101-42130-42530	TRAFFIC LIGHTS MAINT	427.00	10,000	5,194.92		
	101-42130-42540	SIGNS	329.86	25,000	16,035.96		
	101-42130-42545	PAINT	1,282.79	12,000	5,695.03		
	101-42130-42600	SUPPLIES	18.13	14,000	12,604.37		
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	822.17	25,000	8,423.63		
	101-42130-42835	UTILITIES-STREET LIGHTS	841.18	185,000	71,169.37		
	101-42130-42840	BUILDING UTILITIES	187.00	4,000	1,589.18		
	101-42200-42200	PROFESSIONAL SERVICES	595.00	7,000	5,398.70		
	101-42200-42500	VEHICLE MAINT	214.30	7,500	2,436.04		
	101-42200-42550	REPAIR-SELF-CONT BREATH AP	37.96	7,000	4,539.29		
	101-42200-42600	SUPPLIES	223.24	8,000	4,425.11		
	101-42200-42610	GAS & OIL	574.75	12,000	6,773.77		

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	101-42200-42640	UNIFORMS	100.00	6,000	3,997.06		
	101-42200-42641	PROTECTIVE CLOTHING	351.95	11,000	7,928.17		
	101-42200-42800	TELEPHONE	200.05	4,000	2,634.71		
	101-42200-42810	UTILITIES	2,997.56	40,000	17,229.85		
	101-42200-43500	SELF-CONT BREATHING APPARA	15,925.17	20,000	1,693.55		
	101-43100-42500	REPAIRS	25.00	18,000	3,442.82		
	101-43100-42600	SUPPLIES	8,860.05	145,000	61,978.36		
	101-43100-42620	ASPHALT MIX	9,858.26	94,500	42,355.90		
	101-43100-42800	UTILITIES	1,019.80	16,000	7,679.75		
	101-43100-43419	DUMP TRUCK	86,123.00	189,536	84,075.86		
	101-43100-43421	FUEL SYSTEM UPGRADE	628.00	195,000	157,888.05		
	101-43110-42600	SUPPLIES	155.87	9,500	3,599.55		
	101-43110-42700	TRAVEL CONF DUES	80.00	7,000	4,871.02		
	101-43110-42800	UTILITIES	10.25	4,000	2,004.50		
	101-43110-42916	NUISANCE ABATEMENT	570.00	28,000	7,808.49		
	101-43110-42920	SOFTWARE/FIRMWARE UPGRADES	3,650.00	7,500	335.48-	Y	
	101-43120-42521	SIDEWALK CONSTRUCT	13,570.16	80,000	4,764.32		
	101-43120-42670	CHIP SEAL AGGREGATE	255.00	57,000	23,761.34		
	101-43120-42680	CHIP SEAL ASPHALT	73,449.93	172,500	14,200.34		
	101-43120-43300	STREET OVERLAY MAINT	95,978.67	533,558	356,870.72		
	101-43120-43318	6TH STREET PLAZA	8,339.44	426,083	391,951.20		
	101-43120-43320	5TH AVENUE MAIN TO BURR	105,217.36	1,350,000	759,734.50		
	101-43150-42600	SUPPLIES & MATERIALS	325.30	20,000	14,285.46		
	101-43150-42800	UTILITIES	24.78	0	178.90-	Y	
	101-43700-42600	SUPPLIES & MATERIALS	585.32	21,000	11,751.87		
	101-43700-42602	CHEMICALS	451.50	7,500	3,002.42		
	101-43700-42603	WEED EATERS SUPPLIES	1,000.00	1,500	20.00-	Y	
	101-43700-42610	GAS & FUEL	584.43	12,000	7,737.64		
	101-43700-42800	UTILITIES	464.23	3,500	643.03		
	101-43700-42999	REFUND OF FEES	620.00	1,000	280.00		
	101-44120-42800	UTILITIES-NEW POUND	167.70	2,700	1,068.63		
	101-44600-42530	VEHICLE REPAIR & MAINTENAN	348.02	10,000	3,381.65		
	101-44600-42600	SUPPLIES	766.31	22,000	6,788.24		
	101-44600-42640	UNIFORMS	41.79	5,000	932.11		
	101-44600-42710	TRAINING	45.00	10,000	276.80		
	101-44600-42800	TELEPHONE & INTERNET	41.04	2,000	619.98		
	101-44600-42900	LINEN CLEANING	44.75	400	123.00		
	101-44600-42910	REFUNDS	8.00	6,000	5,096.22		
	101-45000-42920	SPORTS AUTHORITY PROMOTION	2,500.00	50,000	8,933.00		
	101-45000-42925	CASA	5,000.00	5,000	0.00		
	101-45500-42800	UTILITIES	3,022.44	31,000	8,599.37		
	201-45110-42550	REPAIR & MAINT-AQUATICS	98.46	0	11,169.94-	Y	
	201-45110-42600	SUPPLIES & MATERIALS	15.46	24,000	16,378.37		
	201-45110-42602	POOL CHEMICALS	6,645.90	33,000	5,047.17		
	201-45110-42605	SUPPLIES & MAT-AQUATICS	555.04	0	3,969.03-	Y	

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	201-45110-42700	TRAVEL, CONF. & DUES	200.00	1,350	1,150.00		
	201-45110-42850	UTILITIES-AQUATICS	5,303.10	0	15,868.73-	Y	
	201-45140-42300	PUBLISHING	60.00	3,000	1,449.50		
	201-45140-42500	REPAIR & MAINTENANCE	1,438.35	15,500	8,206.11		
	201-45140-42600	SUPPLIES & MATERIALS	239.94	30,750	12,648.07		
	201-45140-42601	CONCESSION SUPPLIES	759.83	10,000	5,543.49		
	201-45140-42602	CHEMICALS	1,278.44	9,000	4,928.56		
	201-45140-42800	UTILITIES	401.01	67,000	28,322.18		
	201-45140-42920	SOFTWARE	199.00	7,300	4,481.00		
	201-45160-42500	REPAIR & MAINTENANCE	1,381.44	32,500	11,816.79		
	201-45160-42600	SUPPLIES & MATERIALS	189.26	64,800	46,855.42		
	201-45160-42800	UTILITIES	3,640.15	116,000	44,381.94		
	201-45210-42500	REPAIR & MAINTENANCE	873.60	35,000	20,819.97		
	201-45210-42600	SUPPLIES & MATERIALS	6,940.44	80,500	41,728.90		
	201-45210-42610	GAS & FUEL	1,486.20	43,000	29,723.82		
	201-45210-42800	UTILITIES	157.57	25,000	11,641.01		
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	1,059.00	295,000	262,523.94		
	201-45220-42500	REPAIR & MAINTENANCE	58.51	800	57.26		
	201-45220-42600	SUPPLIES & MATERIALS	194.98	3,500	2,855.74-	Y	
	201-45220-42700	TRAVEL, CONF. & DUES	11.00	1,100	1,411.00-	Y	
	201-45220-42920	COMPUTER SOFTWARE	423.44	0	423.44-	Y	
	214-43500-42500	REPAIRS & MAINTENANCE	37.50	4,000	113.59-	Y	
	214-43500-42650	UNIFORMS	6.00	2,300	916.28		
	214-43500-42700	DUES, TRAINING	297.00	3,000	1,942.92		
	214-43500-42800	UTILITIES - TELEPHONE	1,250.19	18,200	6,847.50		
	218-45140-42300	PRINTING	88.47	1,200	557.06		
	218-45150-42500	REPAIR AND MAINTENANCE	82.40	18,000	12,390.83		
	218-45150-42511	GARAGE REPAIR & MAINTENANC	1,400.00	5,000	21,252.59-	Y	
	218-45150-42600	SUPPLIES & MATERIALS	147.45	9,000	4,089.38		
	218-45150-42650	UNIFORMS	200.92	1,200	429.42		
	218-45150-42810	UTILITIES-GARAGE	121.70	5,000	1,884.06		
	218-45170-42600	SUPPLIES & MATERIALS	29.49	250	9.04-	Y	
	218-45170-42610	GAS OIL TIRES	42.00	4,000	3,106.03		
	218-45170-42810	UTILITIES-GARAGE	31.50	3,000	2,121.41		
	219-45140-42600	SUPPLIES & MATERIALS	29.49	2,000	1,107.52		
	219-45140-42911	CONTRACT SERVICES-MEALS	4,745.00	201,025	93,027.25		
	314-41000-23200	BOND INTEREST	7,573.87	0	7,573.87-	Y	
	537-46500-43300	CONSTRUCTION	56,396.56	0	163,260.69-	Y	
	602-43330-42500	REPAIR & MAINTENANCE	1,121.47	30,000	7,188.99		
	602-43330-42550	LAB FEES	600.00	7,000	3,844.50		
	602-43330-42600	SUPPLIES & MATERIALS	1,791.32	13,000	4,798.70-	Y	
	602-43330-42800	UTILITIES	9,169.59	95,000	26,705.92		
	602-43340-42500	REPAIR & MAINTENANCE	214.24	15,000	4,635.18-	Y	
	602-43340-42600	SUPPLIES & MATERIALS	6,194.93	65,000	23,424.34-	Y	
	602-43340-42650	UNIFORMS	105.95	1,000	507.84		

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	602-43340-42660	POSTAGE	747.27	9,500	4,080.71		
	602-43340-42700	TRAVEL, CONF & DUES	15.48	1,000	687.03-	Y	
	602-43340-42910	BILLING OFFICE	341.14	7,500	1,906.82		
	602-43340-43368	5th AVENUE BURR TO MAIN	43,840.57	400,000	171,752.99		
	604-43200-42500	REPAIRS	179.00	25,000	18,650.26		
	604-43200-42550	LABORATORY FEES	219.00	2,000	525.00-	Y	
	604-43200-42600	SUPPLIES	323.35	27,000	10,660.10		
	604-43200-42602	CHEMICALS	968.21	500	468.21-	Y	
	604-43200-42660	POSTAGE	747.28	10,000	4,577.37		
	604-43200-42800	UTILITIES	5,793.90	175,000	50,054.36		
	604-43200-43421	FORCE MAIN	41,589.82	800,000	147,047.90		
	604-43250-42500	REPAIRS	1,074.00	10,000	765.10		
	604-43250-42600	SUPPLIES	194.91	38,000	6,920.89		
	604-43250-42602	CHEMICALS	922.86	500	422.86-	Y	
	604-43250-42800	UTILITIES	2,121.51	30,000	8,477.30		
	604-43250-42910	BILLING OFFICE	341.15	8,500	2,906.78		
	604-43250-43331	5TH AVENUE BURR TO MAIN	26,624.33	400,000	263,030.08		
	606-43500-42800	UTILITIES	68.95	15,000	5,350.94		
	612-43220-42503	CONTRACT-DEPENDABLE SANIT	19,880.00	240,000	80,960.00		
	612-43230-42500	REPAIRS	25.00	10,000	6,292.24		
	612-43230-42600	SUPPLIES	61.91	35,000	29,793.29		
	612-43230-42660	POSTAGE	747.28	10,000	4,569.84		
	612-43230-42800	UTILITIES	36.18	1,250	618.55		
	612-43230-42910	BILLING OFFICE	341.14	7,500	1,906.80		
	612-43240-42300	SANIT-LF-PUBLISHING	1,489.00	4,000	2,511.00		
	612-43240-42500	REPAIR AND MAINTENANCE	275.45	20,000	11,539.24		
	612-43240-42550	LAB FEES	573.75	20,000	6,587.29		
	612-43240-42600	SUPPLIES	520.41	55,000	21,419.26		
	612-43240-42610	GAS & OIL	900.36	58,000	41,398.42		
	612-43240-42650	UNIFORMS	86.95	1,000	140.86		
	612-43240-42800	UTILITIES	49.95	11,000	2,989.66		
	612-43240-42900	WASTE TIRE PROGRAM	14,178.00	0	14,178.00-	Y	
	613-45650-42320	ADVERTISING/PRINTING	3,773.00	68,000	29,740.58		
	613-45650-42500	REPAIRS & MAINTENANCE	2,161.36	97,000	29,796.06		
	613-45650-42600	SUPPLIES & MATERIALS	5,129.53	72,000	6,986.48		
	613-45650-42610	COST OF GOODS SOLD	9,288.94	150,000	62,572.73		
	613-45650-42800	UTILITIES	7,337.54	90,000	32,952.78		
	613-45650-42905	ENTERTAINMENT	32,970.26	450,000	79,817.63		
	614-45250-42200	GOLF PRO CONTRACT	6,306.06	68,000	19,348.74		
	614-45250-42600	SUPPLIES & MATERIALS	725.87	30,000	11,668.70		
	614-45250-42602	CHEMICALS	1,032.00	25,000	3,420.50-	Y	
	614-45250-42603	SAND/GOLF COURSE	1,531.78	6,000	2,969.85		
	614-45250-42610	GAS & FUEL	1,308.04	18,000	9,892.91		
	614-45250-42800	UTILITIES	2,555.08	12,000	2,506.79		
	652-41970-42100	HI TRUST-ADM. FEES	507.00	0	350,715.72-	Y	

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	Y	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	700-45300-42900	BID DEPOSITS	1,500.00	0	5,500.00-	Y		
	700-45300-42909	JVCC	141.78	0	3,692.41-	Y		
	710-45000-42900	SIDEWALK CONSTRUCTION	56,599.07	0	124,951.74-	Y		
**	2016-2017 YEAR TOTALS	**	898,528.18					

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	6,198.33
101-1210	MAYOR'S OFFICE	395.14
101-1220	CITY ADMINISTRATOR	115.00
101-1410	ATTORNEY'S OFFICE	115.00
101-1420	FINANCE	615.03
101-1440	HUMAN RESOURCES	1,196.28
101-1920	MUNICIPAL BUILDINGS	3,578.52
101-1935	INFORMATION TECHNOLOGY	6,238.75
101-2110	POLICE DEPARTMENT	6,790.80
101-2130	TRAFFIC DEPARTMENT	4,801.37
101-2200	FIRE DEPARTMENT	21,219.98
101-3100	STREET DEPARTMENT	106,514.11
101-3110	PUBLIC WORKS ADMIN	4,466.12
101-3120	STREET & SIDEWALK CONST	296,810.56
101-3150	STORM DRAINAGE	350.08
101-3700	CEMETERY	3,705.48
101-4120	ANIMAL CONTROL	167.70
101-4600	EMERGENCY MEDICAL SERV	1,294.91
101-5000	CULTURE & RECREATION	7,500.00
101-5500	LIBRARY	3,022.44
-----		
101 TOTAL	GENERAL	475,095.60
201-5110	RECREATION & AQUATICS	12,817.96
201-5140	RECREATION CENTER	4,376.57
201-5160	SPORTS COMPLEXES	5,210.85
201-5210	PARKS	10,516.81
201-5220	SUPERVISION	687.93
-----		
201 TOTAL	PARK FUND	33,610.12

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
214-3500	E-911	1,590.69
-----		
214 TOTAL	E-911 EMERGENCY	1,590.69
218-5140	RSVP	88.47
218-5150	PALACE TRANSIT	1,952.47
218-5170	SANBORN CO TRANSIT	102.99
-----		
218 TOTAL	COMMUNITY SERVICES	2,143.93
219-5140	NUTRITION	4,774.49
-----		
219 TOTAL	NUTRITION	4,774.49
314-1000	DEBT SERVICE-BID #20	7,573.87
-----		
314 TOTAL	TID #20-MORRIS	7,573.87
537-6500	INDOOR SWIMMING POOL	56,396.56
-----		
537 TOTAL	INDOOR SWIMMING POOL	56,396.56
602-3330	WATER TREATMENT PLANT	12,682.38
602-3340	WATER DISTRIBUTION	51,459.58
-----		
602 TOTAL	WATER	64,141.96
604-3200	WASTE WATER TREATMENT	49,820.56
604-3250	WASTE WATER COLLECTION	31,278.76
-----		
604 TOTAL	SEWER	81,099.32
606-3500	AIRPORT	68.95
-----		
606 TOTAL	AIRPORT	68.95

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
612-3220	RECYCLING PROGRAM	19,880.00
612-3230	WASTE COLLECTION	1,211.51
612-3240	LANDFILL	18,073.87
-----		
612 TOTAL	SANITATION	39,165.38
613-5650	CORN PALACE	60,660.63
-----		
613 TOTAL	CORN PALACE	60,660.63
614-5250	GOLF COURSE	13,458.83
-----		
614 TOTAL	GOLF COURSE	13,458.83
652-1970	HEALTH INSURANCE	507.00
-----		
652 TOTAL	HEALTH INSURANCE	507.00
700-5300	AGENCY FUNDS	1,641.78
-----		
700 TOTAL	AGENCY FUNDS	1,641.78
710-5000	97 SIDEWALK CONSTRUCTION	56,599.07
-----		
710 TOTAL	SPECIAL ASSESSMENT-710	56,599.07
-----		
	** TOTAL **	898,528.18

NO ERRORS

\*\* END OF REPORT \*\*

# CITY OF MITCHELL

## City Council Meeting Agenda Item Request



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

Meeting Date Requested:  Requested By:

Desired Action of City Council

<input type="checkbox"/> Authorization	<input type="checkbox"/> Approval	<input type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Citizen Request	<input checked="" type="checkbox"/> Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Short update of architectural design and progress involving the Veterans Park at 1st&Main.

Draft Lake Mitchell Advisory Committee – Special Meeting

August 30, 2016; Mitchell Recreation Center Conference Room

Present: Mayor Toomey, Bev Robinson, Joe Kippes, Mark Puetz, Mike Kuchera, Chad Nemec, John McLeod, Tim McGannon, Nate Powell, Steve Roth. City Attorney Justin Johnson, City Administrator Stephanie Ellwein, Evan Hendershot Daily Republic, J.P. Skelly KORN Radio News

Meeting started at 3:48 p.m.

#### Agenda Item

*Review August 23, 2016 meeting with Fyra* – Joe Kippes gave an overview to the Committee of the August 23<sup>rd</sup> trip to Omaha to meet with Fyra Engineering to review the core sample test results that were taken this past winter. Attending this trip were Mayor Toomey, Park & Rec Director Nate Powell and Joe Kippes as well as a conference call which included Tim McGannon, Susan Tjarks, Chad Nemec and Steve Rice. Joe Kippes opened the floor for discussion on moving forward with Fyra's lake improvement plan, with a proposed fee of \$73,000 for steps 1 through three, noting the fee to be \$71,000 as the core sample tests have already been done. Mike Kuchera asked for clarification on what the 3 steps covered and expected time frame. Joe Kippes stated his understanding is the plan would cover the following: Define issues; Develop Water/Nutrient mass balance models; Determine pollutant loads; Develop water quality lake response model; Initiate community-based planning process (CBPP) and would potentially take 6-8 months maybe longer. After the completion of the first three steps the next phase would be the project formulation phase with an estimated cost between \$100,000-\$300,000, Fyra would work with stakeholder agencies and funding partners to seek out grant funding partners to identify potential grant opportunities and begin preliminary designs and cost estimates. Once this phase is completed the project would move into the final implementation or Design, Permitting and Construction Phase. The cost of this phase is unknown, however, Fyra did note they estimate the City could receive up to 60 percent of the project's funding from grants. Public Works Director Tim McGannon stated "I'm buying what Fyra is selling, the way they talk statistics and modeling they know what they are talking about and I think they are honest." Public Input - State Senator Mike Vehle, R-Mitchell stated that whatever the City Council decides people want to see results soon. It's like planning a tree, the best to plant one was 20 years ago, the second best time is now. Chad Nemec said his main concern is if we do nothing we know the end result will be, it won't be good as we will have a dead lake. After a lengthy discussion Mark Puetz made a motion to move forward with Fyra's Lake Improvement Plan steps 1-3 at a cost of \$71,000, Chad Nemec seconded the motion. Motion was approved and carried with a 5-0 vote. Yeah votes from Joe Kippes, Chad Nemec, Mike Kuchera, John McLeod and Mark Puetz. The Committee will make its formal request to the City Council at their September 6, 2016 meeting at 6:30 p.m.

Motion Chad Nemec, Second John McLeod to adjourn the special Lake Mitchell Advisory Committee meeting at 4:43 p.m., noting the next meeting of the Lake Mitchell Advisory Committee to be September 13, 2016 at the Recreation Center Conference Room at 4:00 p.m.

Submitted by: Angel DeWaard

# 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  
 Authorization     Approval     Resolution  
 Ordinance     Citizen Request     Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Date Received, \_\_\_\_\_  
Date Issued \_\_\_\_\_

License No. \_\_\_\_\_

# Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

**A. Owner Name and Address**  
Sean Muen  
25065 Alex Ct  
Mitchell, SD 57301  
Owner's Telephone #: \_\_\_\_\_

**B. Business Name and Address**  
OverTime Event Center  
812 N Rowley  
Mitchell, SD 57301  
Business Telephone #: 605 630 6028

**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  
 Retail (on-off sale) Wine  
 Package (off-sale) Liquor  
 Retail (on-off sale) Malt Beverage  
 Retail (on-off sale) Malt Beverage & SD Farm Wine  
 Package (off sale) Malt Beverage  
 Package (off sale) Malt Beverage & SD Farm Wine  
 Other (please classify) Liquor - Christmas Party  
 Transfer Fee \$150.00  
Number of other Package Liquor Licenses held: 1  
Number of other On-sale Liquor Licenses held: 0  
Is this License in active use?  Yes  No

**D. Legal description of licensed premise:**  
see attached  
Have you ever been convicted of a felony?  Yes  No  
Do you own  or lease  this property? (Check one)  
**E. State Sales Tax Number:** 1026-9247-55  
**F. Remember to obtain a Federal Alcohol Stamp, for help call TTB**  
at 1-800-937-8864.  
**G. New license?**  **Transfer?** (\$150) \_\_\_\_\_ **Re-issuance?** \_\_\_\_\_

**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.

Signed this 10 day of August 2016 Signature [Signature]

Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality?  Yes  No County: Dawson  
This application was subscribed and sworn to before me this 10th day of August 2016  
Approving Officer's Telephone number 605 995-8420 Signature: [Signature]

**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.

Application approved for Sunday on-sale operation?  Yes  No  
Are real property taxes paid to date?  Yes  No  
Ineligible for video lottery   
Number of video lottery terminals on licensed premise: \_\_\_\_\_

Amount of fee collected with application \$ 200.00  
Amount of fee retained \$ 200.00  
Forwarded with application \$ 0

**For Local Government Use**  
(Seal) \_\_\_\_\_  
Mayor or Chairman  
If disapproved, endorse reason thereon and return to applicant

**Transferred (State Use)**  
From: \_\_\_\_\_  
Sales tax approval \_\_\_\_\_ Date \_\_\_\_\_  
**STATE LIQUOR AUTHORITY: APPROVAL \_\_\_\_\_ REVIEW \_\_\_\_\_**

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

If supplement unchanged from last year check this box and sign below.

State of South Dakota )

**Affidavit**

County of \_\_\_\_\_ )

Notary Public



I, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC OverTime Properties, Inc  
 Address of office and principal place of business of corporation/partnership/LP/LLC 716 N Rowley, Mitchell, SD  
 Date of incorporation 20 Mar 13  
 Date of last report filed with Secretary of State April 2016  
 Are all managing officers of this corporation/partnership/LP/LLC of good moral character? yes  
 Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? 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>Sean Mann</u>	<u>President</u>	<u>2006 Alca Ct, Mitchell</u>	<u>owner/operator</u>
<u>Stephanie Mann</u>	<u>vice-president</u>	<u>same</u>	<u>owner</u>

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
<u>Same as above</u>		

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
<u>Same as Above</u>		<u>50%</u>
<u>Same as Above</u>		<u>50%</u>

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name Type of License, Financial Interest Held, and Address of Retail Outlet

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc? OverTime Steinhilber & Spertus, 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 [Signature]

Subscribed and sworn to before me this 10th of August, Dawson County, State of South Dakota.

My commission expires 11-3-2017  
Cynthia Rael  
 (Notary Public)



Filed for Record - Davison County SD  
 Filed On 4/22/2009 3:55 PM  
 Document# R 091357 Transfer\$ .50  
 Book Q709 Page 45 Fee\$ 14.00  
 NSFee 10.00  
 By Teri L. Burgess, Deputy  
 Debra A. Young, Register of Deeds 103730

This document prepared by (and after recording )  
 return to): )  
 Name: William J. Toulouse )  
 Firm/Company: Quarnstrom & Doering, P.A. )  
 Address: 109 South 4<sup>th</sup> Street )  
 Address 2: )  
 City, State, Zip: Marshall, MN 56258 )  
 Phone: 507 537-1441 )

-----Above This Line Reserved For Official Use Only-----

**QUITCLAIM DEED**  
 (Husband and Wife to LLC)

**KNOW ALL MEN BY THESE PRESENTS THAT:**

FOR VALUABLE CONSIDERATION OF TEN DOLLARS (\$10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **Richard A. Bragg and Jennifer Bragg**, Husband and Wife, hereinafter referred to as "Grantor", whether one or more, does hereby convey and quitclaim unto Bragg Holdings, LLC,, a Limited Liability Company, organized under the laws of the State of South Dakota, hereinafter "Grantee", the following lands and property, together with all improvements located thereon, lying in the County of Davison, State of South Dakota, to-wit:

- a) Lots 1 through 11 and 14 through 18, the East eight feet (E8') of that portion of the vacated alley abutting Lots 1 through 11, and the West Eight feet (W8') of that portion of the vacated alley abutting Lots 14 and 15, and Lots 12 and 13, the East eight feet (E8') of that portion of the vacated alley abutting Lot 12, the West eight feet (W8') of that portion of the vacated alley abutting Lot 13, and the West eight feet (W8') of that portion of the vacated alley abutting Lots 16 though 18, all in Block 13 of D. A. Scott's Addition to the Town, now City, of Mitchell, Davison County, South Dakota, according to the recorded plat thereof, subject to easements, covenants, restrictions, conditions, impositions and rights of way of record; and
- b) Lot X in the Southwest Quarter (SW1/4) of Section Fifteen (15), and Lot X-1 in the Northwest Quarter (NW1/4) of Section Twenty-Two (22), both in Township One Hundred Three (103), Range Sixty (60), in Mitchell, Davison County, South Dakota, according to the recorded plat thereof, subject to easements, covenants, restrictions, conditions, impositions and rights of way of record.

Prior instrument reference: Book 0608, Page 268, Document No. 1, of the Register of Deeds for Davison County, South Dakota. R 081860

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's successors and assigns forever, with all appurtenances thereunto belonging.

**BOOK 709 PAGE 45**

# CITY OF MITCHELL

## City Council Meeting Agenda Item Request



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

Meeting Date Requested:

09/06/2016

Requested By:

Neil Putnam

Desired Action of City Council

Authorization

Approval

Resolution

Ordinance

Citizen Request

Discussion

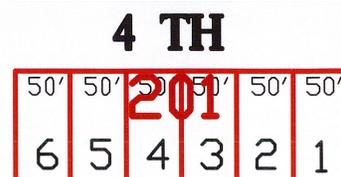
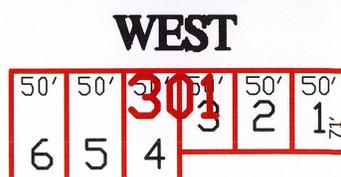
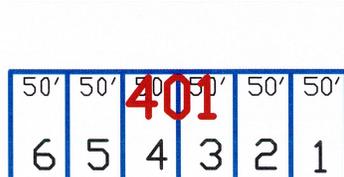
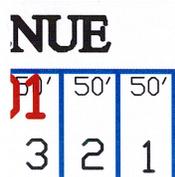
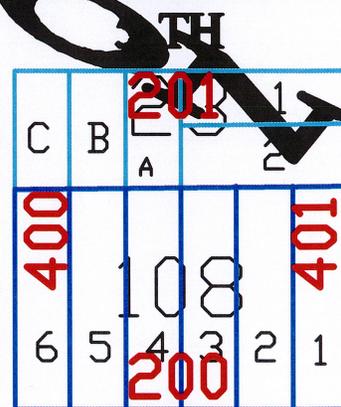
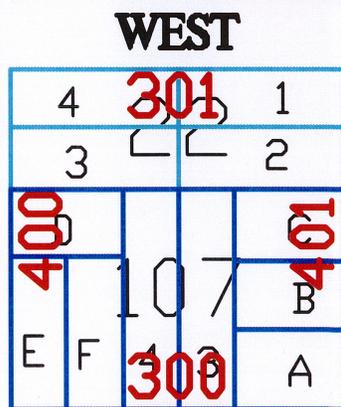
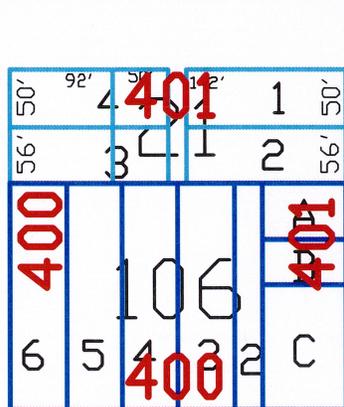
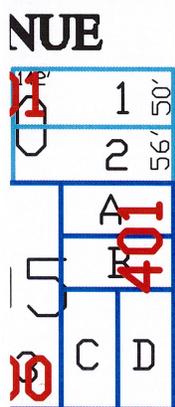
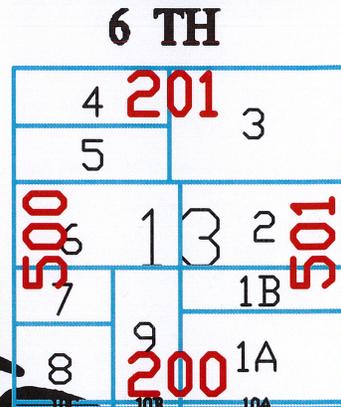
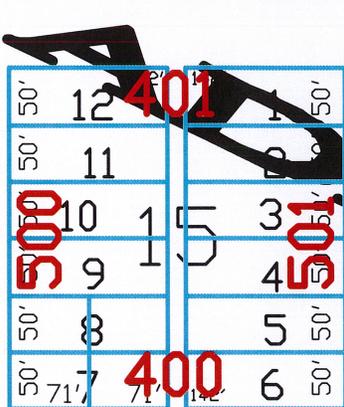
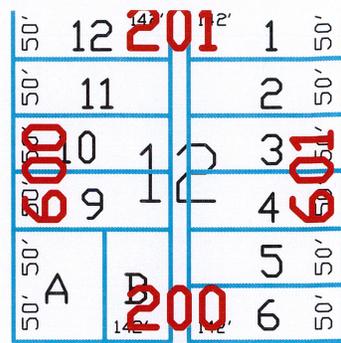
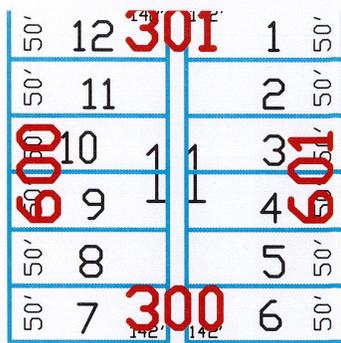
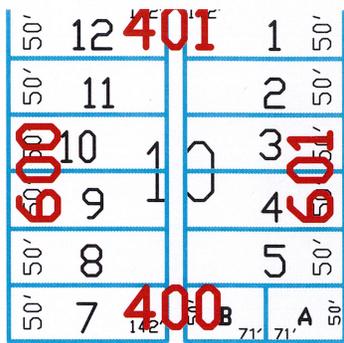
Amount budgeted in current fiscal  
year for this item (if applicable):

Agenda Item:

Action to Set Date for Hearing 9/19/2016

Explanation/Background of Agenda  
Item Requested:

Shane Snyder has applied for a back yard variance of 2 feet and a side yard variance of 2 feet for construction of two attached garages to the west and north of his residential property at 503 N Duff St. The property is legally described S. 82 feet of Lots 11 & 12, Block 14, Rowley's 2nd Addition, City of Mitchell, Davison County, SD.



NORTH EDMUNDS STREET

NORTH SANBORN BOULEVARD

NORTH DUFF STREET

NORTH ROWLEY STREET

WEST

6 TH

WEST

4 TH

WEST

4 TH

# 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

<input type="checkbox"/> Authorization	<input type="checkbox"/> Approval	<input type="checkbox"/> Resolution
<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Citizen Request	<input type="checkbox"/> Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

09/06/2016: First Reading of the 2017 Annual Appropriation Ordinance

09/19/2016: Second Reading and Adoption of the 2017 Annual Appropriation Ordinance

**Ordinance #2551  
2017 Appropriation Ordinance**

	101 General Fund	201 Park Fund	211 Entertainment Tax	214 E-911	216 Special Assessments	218 Community Services	219 Nutrition	226 Library Fines	302 TID #5	303 TID #7	304 TID #8	305 TID #9	306 TID #10	307 TID #13	308 TID #14	309 TID #15	310 TID #16	311 TID #17	312 TID #18	313 TID #19	314 TID #20
Part 1 (SDCL 9-21-2)																					
Be it ordained by the City of Mitchell that the following sums are appropriated to meet the obligations of the municipality.																					
<b>Governmental Funds</b>																					
410 General Government																					
411 Legislative		145,846																			
411.5 Contingency		705,826																			
412 Executive		266,104																			
413 Elections		7,000																			
414 Financial Administration		1,149,244																			
419 Other		518,345																			
Total General Government		2,792,365																			
420 Public Safety																					
421 Police		3,231,099																			
421.5 E-911				1,074,329																	
422 Fire		1,712,577																			
Total Public Safety		4,943,676		1,074,329																	
430 Public Works																					
431 Highways and Streets		4,197,122																			
437 Cemeteries		231,725																			
Total Public Works		4,428,847																			
440 Health & Welfare																					
441 Health		125,016																			
446 Ambulance		595,870																			
Total Health & Welfare		720,886																			
450 Culture & Recreation																					
450 Allocations		144,000																			
451 Recreation			1,834,799			1,165,692	315,101														
452 Parks			997,897																		
455 Libraries		661,103																			20,000
Total Culture and Recreation		805,103	2,832,696			1,165,692	315,101	20,000													
460 Conservation and Development																					
463 Urban Redevelopment and Assistance				340,000																	
465 Economic Opportunity		107,500																			
Total Conservation and Development		107,500		340,000																	
470 Debt Service		2,011,404																			
471 Principal								49,500	35,000	178,000	38,000	146,000	61,500	21,500	47,000			33,500	30,000		
472 Interest								6,500	80,000	42,000	35,000	44,000	17,500	26,500	15,000	3,000		26,500	35,000	8,000	7,000
Total Debt Service		2,011,404						56,000	115,000	220,000	73,000	190,000	79,000	48,000	62,000	3,000		60,000	65,000	8,000	7,000
510 Other Financing Uses																					
511 Operating Transfers Out		2,600,368		340,000																	
<b>Total 2016 Appropriations</b>	<b>18,410,149</b>	<b>2,832,696</b>	<b>680,000</b>	<b>1,074,329</b>	<b>0</b>	<b>1,165,692</b>	<b>315,101</b>	<b>20,000</b>	<b>56,000</b>	<b>115,000</b>	<b>220,000</b>	<b>73,000</b>	<b>190,000</b>	<b>79,000</b>	<b>48,000</b>	<b>62,000</b>	<b>3,000</b>	<b>60,000</b>	<b>65,000</b>	<b>8,000</b>	<b>7,000</b>

**Ordinance #2551  
2017 Appropriation Ordinance**

	101 General Fund	201 Park Fund	211 Entertainment Tax	214 E-911	216 Special Assessments	218 Community Services	219 Nutrition	226 Library Fines	302 TID #5	303 TID #7	304 TID #8	305 TID #9	306 TID #10	307 TID #13	308 TID #14	309 TID #15	310 TID #16	311 TID #17	312 TID #18	313 TID #19	314 TID #20	
Part II (9-22-1) (9-21-19) (9-21-20)																						
The following designates the fund or funds that money derived from the following sources is applied to.																						
<b>Governmental Funds</b>																						
Unassigned Fund Balance				175,000	-12,600	203,086	-4,264															
310 Taxes	16,390,327		680,000						56,000	115,000	220,000	63,000	190,000	79,000	40,000	62,000	3,000	60,000	65,000	8,000	7,000	
320 Licenses and Permits	203,560																					
330 Intergovernmental Revenue	734,767	10,000		272,090		607,796	148,315															
340 Charges for Goods and Services	913,815	777,000		235,851		324,160	154,150															
350 Fines and Forfeits	22,500							20,000														
360 Miscellaneous Revenue	140,180	76,100		1,200	12,600	29,650	16,900					10,000			8,000							
390 Other Sources	5,000	1,969,596		390,188		1,000																
<b>Total Means of Finance</b>	<b>18,410,149</b>	<b>2,832,696</b>	<b>680,000</b>	<b>1,074,329</b>	<b>0</b>	<b>1,165,692</b>	<b>315,101</b>	<b>20,000</b>	<b>56,000</b>	<b>115,000</b>	<b>220,000</b>	<b>73,000</b>	<b>190,000</b>	<b>79,000</b>	<b>48,000</b>	<b>62,000</b>	<b>3,000</b>	<b>60,000</b>	<b>65,000</b>	<b>8,000</b>	<b>7,000</b>	

**Ordinance #2551  
2017 Appropriation Ordinance**

	<b>602 Water Fund</b>	<b>604 Sewer Fund</b>	<b>606 Airport Fund</b>	<b>612 Sanitation Fund</b>	<b>613 Corn Palace Fund</b>	<b>614 Golf Course Fund</b>
Proprietary and Fiduciary Funds						
Beginning Unrestricted Cash	458,167	485,583	197,402	1,993,898	21,229	52,611
Estimated Revenue	2,977,000	2,059,050	178,000	2,048,005	1,609,434	452,200
<b>TOTAL AVAILABLE</b>	<b>3,435,167</b>	<b>2,544,633</b>	<b>375,402</b>	<b>4,041,903</b>	<b>1,630,663</b>	<b>504,811</b>
Less Appropriations (Expenses)	3,238,881	2,262,993	147,251	1,793,102	1,609,434	482,862
<b>ESTIMATED SURPLUS</b>	<b>196,286</b>	<b>281,640</b>	<b>228,151</b>	<b>2,248,801</b>	<b>21,229</b>	<b>21,949</b>
Less Estimated Surplus Retained	196,286	281,640	228,151	2,248,801	21,229	21,949
<b>ESTIMATED SURPLUS TO BE TRANSFERRED TO GOVERNMENTAL FUNDS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Part IV

The Finance Officer is directed to certify the following dollar amount of tax levies made in this ordinance to the County Auditor.

**Amount to be certified to County Auditor-                   \$4,775,927**

Attest:

\_\_\_\_\_  
Mayor

Finance Officer

---

First Reading: September 6, 2016

Second Reading: Septemeber 19, 2016

Adoption: Septemeber 19, 2016





**MICHELLE L. CARPENTER**  
Executive Director

**ROSWITHA KONZ, M.A.**  
Clinical Director

**JANAE OETKEN, CCDIII**  
Clinical Supervisor



August 19, 2016

City Council Members  
Mayor Toomey  
612 N Main  
Mitchell SD 57301

Dear Mayor Toomey and City Council Members:

I would like to take this opportunity to ask for reconsideration of the decrease in the Dakota Counseling 2017 contribution from the City. The reduction of \$37,000 will result in a loss of provider time. Our administration costs are so bare already; we do not have any room to reduce overhead.

One area I would like to point out is that the City of Mitchell does not have a local crisis line. In effect, our 24-hour on-call has become somewhat of a crisis line for the citizens of Mitchell. No other local agency has 24-hour access for mental health emergencies. Consequently, we get calls from not only our own clients, but also others in the community who are experiencing a mental health emergency that might be receiving services through another organization that does not have 24-hour access. This past year we received 140 of such phone calls for a total of 1,938 minutes, or over 32 hours.

We assist the Mitchell Police Department with all mental health emergencies. When the police officers in Mitchell encounter a situation where they suspect a victim or suspect has a mental health issue that is currently impacting their behavior they call our staff. Again no other agency provides this service, even if it is their client. In the time period referenced above, we were called to evaluate someone 225 times, and spent a total of 11,221 minutes doing these evaluations, or 187 hours. This means that every single weekend, on average, our clinicians are doing 215 minutes of evaluations, or 3 hours and 35 minutes. While this may not seem such a big deal, please be reminded that most of these are hours spent on weekends and at 2 am, not Mo-Fri, 8-5pm, and indeed are hours spent in addition to the 8-5 hours these clinicians work.

In addition to these services, our clinicians also provide the evaluations for Involuntary Commitments to Yankton's HSC. In this past year we have performed 69 of these evaluations (between 5 or 6 every week). 24 of these were released, 45 of them needed to be hospitalized as they were so sick they presented a danger to either themselves or to others. Clinicians spent another 4,242 min. or over 70 hours providing this service.

**MENTAL HEALTH**

910 West Havens • Mitchell, SD 57301  
605-996-9686 • fax: 605-996-1624

**PATHWAY**

900 West Havens • Mitchell, SD 57301  
605-996-3723 • fax: 605-996-1126

**STEPPING STONES**

901 South Miller • Mitchell, SD 57301  
605-995-8180 • fax: 605-995-8183

We are also seeing additional clients due to their early release from prison with the passing of Senate Bill 70. More people are coming back into our community with little to no help are not being sent away in the first place and need additional help in order to be successful. Our state funding is capped and there is often a power struggle of who is responsible to pay even though this is supposed to be saving tax payer money by not incarcerating non-violent offenders. It has increased our caseloads with a shift in budget and resulted in a large increase in duties with additional prescribed programming.

As noted in the daily media, more and more drug related incidents are present. These situations are not only involving alcohol or weed but also meth. Days past people would smoke marijuana then progress to smoking meth. Now, beginning users are skipping the introductory drugs and starting with injecting meth, the common choice of drug use. Our community, like many others, has seen an increase in the meth problem. By cutting our budget by 59% it limits our resources to help those needing help with their drug addiction, mental health problems induced by the drug use and family counseling. In many cases there are kids involved and someone needs to intervene and reprogram the difference between right and wrong. This funding cut is going to limit our ability to get into homes to do this. These burdens will not go away. They need to be addressed earlier then when Mitchell Police Department get involved and maybe we can help divert future issues. Please let us continue to help our community, our youth...we cannot do it if we don't have the manpower. This cut helps no one and will only add expense elsewhere.

I look forward to visiting with you and answering any questions at the next Council meeting.

Thank you for your time,

A handwritten signature in black ink, appearing to read 'Michelle Carpenter', written over a faint circular stamp or watermark.

Michelle Carpenter  
Executive Director

## MITCHELL MUNICIPAL BAND

### *Income & Expense Report for 2016*

#### INCOME:

TOTAL CITY ALLOTMENT..... \$10,500

#### OPERATIONAL EXPENSES:

DIRECTOR SALARY..... 2,400

OFFICE, RENT, SUPPLIES..... 284.93

MUSIC..... 215.00

EQUIPMENT Repair, Replace, Rent..... 70.00

PA, Video, Techs, MC, Secretarial..... 155.00

MUSICIANS..... 7,294.00

TOTAL EXPENSE..... 10,418.93

\$10,500.00

-10,418.93

81.07 To Contingency in Bank checking

Total (Rehearsal & Concert ) Band Musician attendance: (521) individual services.  
7,294 divided by 521 = \$14.00 per Musician attendance/service.

Attached is the rehearsal / performance schedule & Advertising Poster for 2016

Submitted: August 24, 2016

Joseph F. Pekas, Director

Name: \_\_\_\_\_ E-Mail: \_\_\_\_\_

# MITCHELL MUNICIPAL BAND SCHEDULE

## 2016 SUMMER CONCERT SEASON

Joseph F. Pekas, Director (996-5467) (Cell: 999-9198) ([jkpekas@mitchelltelecom.net](mailto:jkpekas@mitchelltelecom.net))  
1716 Thomsen Place, Mitchell, SD 57301

**\*\*Mon. May 30, Memorial Day at Servicemens Cemetery** (meet Cemetery-West Side (if rain-Mitchell Christian School Gym? Or other site TBA/RADIO) Band will sit in chairs. Warm-up starts at **9:25 AM**. Prelude of Band Music at 9:40 AM. Ceremony starts at 10:00AM. The band **will not** play at other cemetery locations. Wear our usual Black & White uniform, but if it's cold wear a coat/jacket. Percussionists **bring Your Snare Drum & sticks**. The equipment trailer will be there. F Horn players play Trumpet.

Tue June 7	Rehearsal 7:30 PM Mitchell Middle School Band room enter NE Door
Tue June 14	Rehearsal 7:30 PM Mitchell Middle School Band room enter NE Door
Wed June 15	CONCERT HITCHCOCK PARK 7:30 PM- includes Flag Day presentation
Tue June 21	Rehearsal 7:30 PM Mitchell Middle School Band room enter NE Door
Wed June 22	CONCERT HITCHCOCK PARK 7:30 PM
Tue June 28	Rehearsal 7:30 PM Mitchell Middle School Band room enter NE Door
Wed June 29	CONCERT HITCHCOCK PARK 7:30 PM
Tue July 5	Rehearsal 7:30 PM Mitchell Middle School Band room enter NE Door
Wed July 6	CONCERT Dakota Discovery Museum 7:30 PM
Tue July 12	Rehearsal 7:30 PM Mitchell Middle School Band room enter NE Door
Wed July 13	CONCERT HITCHCOCK PARK 7:30 PM
Tue July 19	Rehearsal 7:30 PM Mitchell Middle School Band room enter NE Door
Wed July 20	CONCERT HITCHCOCK PARK 7:30 PM Rodeo Week
Tue July 26	Rehearsal 7:30 PM Mitchell Middle School Band room enter NE Door
Wed July 27	CONCERT HITCHCOCK PARK 7:30 PM

1. **Very Important!** If you are to be absent from any or all of these dates, please notify the Director immediately. Substitutes are hard to find, worse yet- on short notice! Make copies of the schedule. Write your name on the top of the page, circle the date(s) of absence on one of the schedules and return to: Joe Pekas, 1716 Thomsen Place, Mitchell, SD 57301. (or) name & dates via e-mail.

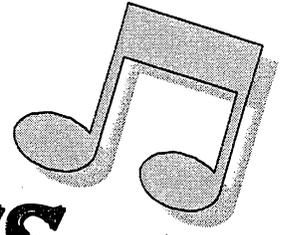
2. **\*\*UNIFORM:** WHITE Shirt/Blouse BLACK Trouser/Slack-Shoes/Sox (**NO SKIRTS, SHORTS**)

3. **In case of rain** *Wednesday concerts will be held at Firesteel Healthcare Center.*

4. I look forward to another summer of exciting performances by the Mitchell Municipal Band. Your suggestions are welcome for selections, personnel in the area who should be playing in our band, concert themes, soloists, programming ideas, audience promotional ideas, etc. Payment checks will be sent ASAP after the conclusion of the season. **Thanks for your commitment and dedication.** Sincerely, Joseph Pekas

\*\*\*\* Please send ASAP by US MAIL or e-mail: the following info for the **2016 Band Directory Update:**  
{Name} {Address & Zip / PO Box} {Home Phone & Cell Phone} {e-mail address} {primary instrument}  
{secondary instrument} if any of these change thru the season, let the director know ASAP. Thanks JFP  
**IF YOU NEED TO BORROW AN INSTRUMENT, PLEASE MAKE ARRANGEMENTS ASAP.**

# MITCHELL MUNICIPAL BAND



## FREE CONCERTS

### *Summer 2016*



Joseph Pekas, Conductor

---

Memorial Day,

**May 30, 9:45 AM** *Mitchell Serviceman's Cemetery*

---

**WEDNESDAYS - 7:30 PM**

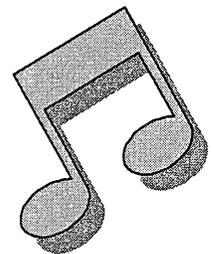
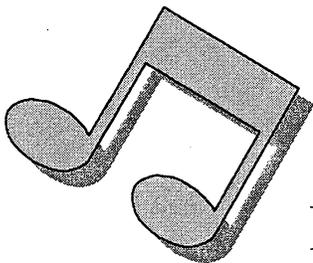
*Saterlie Bandstand-Hitchcock Park-1001 E. Hanson*

*July 6 Dakota Discovery Museum 1300 E. University*

**June 15, 22, 29**

**July 6, 13, 20, 27**

Plenty of Free Parking  
Bring a lawn chair and enjoy



*In case of inclement weather, Concerts will be at  
Firesteel Health Care Center: 1120 E. 7th*

# 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:

09/06/2016

Requested By:

KEVIN ROTH

Desired Action of City Council

Authorization

Approval

Resolution

Ordinance

Citizen Request

Discussion

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

\$80,000

Agenda Item:

ROCK SALT BID AWARD #2016-27

Explanation/Background of Agenda  
Item Requested:

Award yearly supply of rock salt to Meridian Grain, Freeman, SD  
Estimated 700 tons @ \$59.00 per ton \$41,300.00

Bid tab is attached.

# BID TABULATION FOR ROCK SALT - CITY PROJECT #2016-27

BID OPENING: 1:30 PM, AUGUST 22, 2016 - CITY HALL, MITCHELL, SOUTH DAKOTA

		Meridian Grain		Johnson Feed Inc.		Nebraska Salt & Grain Co.	
		44289 287th Street Freeman, SD 57029		305 West Industrial Road Canton, SD 57013		115 W/ 16th St. P.O. Box 489 Gothenburg, NE 69138	
	Estimated	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
	Tons	Per Ton	Price	Per Ton	Price	Per Ton	Price
Crushed Rock Salt - FOB Mitchell	700	\$ 59.00	\$41,300.00	\$ 64.00	\$ 44,800.00	500 T \$67.45 Peak	\$ 33,725.00
						Off-Peak 200 T \$65.45	\$ 13,090.00

THE CITY OF MITCHELL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND/OR ALL BIDS,  
AND TO AWARD THE BIDS IN THE CITY'S BEST INTERESTS.

*this was not bid as per specs.  
no peak or off peak was to be*

# 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  
 Authorization     Approval     Resolution  
 Ordinance     Citizen Request     Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

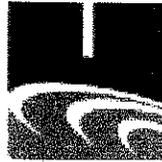
This is a request to proceed with a management plan for the City of Mitchell Recreation Center.

This plan will evaluate the existing Recreation Center to analyze services provided, cost analysis (feasibility), conceptual plans and drawings.

The information will provide data to identify gaps in current service areas/features and will provide recommendations for the Recreation Center based on their findings and public input.

When complete the Management Plan will be a valuable tool to guide future development of the Recreation Center as well as identify areas of consideration with the addition of a new Indoor Aquatic Center.

The original estimate was for \$25,000 while cost proposals are \$30,000 and higher. On August 25, 2016 the Parks and Recreation Board approved the proposal from Councilman Hunsaker at \$30,000. Additional funds of \$5,000 will come out of our Salaries-Supervision Budget, 201-45220-41100.



# Counsilman \* Hunsaker

— O P E R A T I O N S —

## FEASIBILITY STUDY AGREEMENT

THIS AGREEMENT made and entered into at St. Louis, Missouri this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The City of Mitchell, SD, hereinafter referred to as "the Owner" and COUNSILMAN-HUNSAKER OPERATIONS, LLC., a Missouri corporation, doing business at 10733 Sunset Office Drive, Suite 400, St. Louis, Missouri 63127-1018, hereinafter referred to as "the Consultant".

WHEREAS, the City of Mitchell, is undertaking a Recreation Master Plan for the recreation center located in Mitchell, SD and,

WHEREAS, the Consultant is a consultant in the field of recreation complex planning and design, and

WHEREAS, the Owner, is desirous of retaining the Consultant as its independent contractor for purposes of planning the aquatic center.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

### I. SERVICES.

The Owner, hereby retains the Consultant as its recreation planning and design consultant for the proposed project. The scope of the Consultant's services are:

#### Program Phase (1 trip in basic fee)

##### 1. NEEDS ANALYSIS:

- A. Meet with the steering committee, plus any designated community groups and/or individuals involved in the project to analyze needs and determine objectives. The Consultant will conduct individual interviews as necessary with, for example, local education administrators and/or athletic directors, chamber of commerce representatives, business leaders, private and public recreation providers, health professionals, coaches, instructors, activity programmers, youth and seniors groups, and others if requested in order to ascertain existing levels of service and the perceived needs of various user groups in the community.
- B. In addition to individual meetings, The Consultant will participate in a public or by invitation civic meeting to discuss the various issues concerning the proposed

facility. This discussion will include images and/or video presentations with commentary on features similar to that being considered for this project, background information on historic and contemporary issues in the industry, and an open-forum question-and-answer session to discuss concerns and needs of those individuals and groups attending the meeting. The Consultant will use the results of the interviews and public workshop to develop a needs profile.

- C. Conduct research and compile demographic information necessary to appropriately evaluate the proposed facility, including population, age distribution, income, weather analysis and economic considerations that could affect the project's viability.
  - D. Based on the first meeting and committee's review of the outline program, develop with the Owner or architect a Design Program for the building with recommendations on the size and shape of the spaces as well as architectural and engineering features of the building and support spaces.
2. CONCEPTUAL PLAN: (1 trip)
- A. Based on the agreed upon program, the Consultant will prepare three concepts to update the existing facility. Typically these concepts consist of an ideal, preferred and minimum acceptable. The **ideal** concept includes areas of programming without taking into account budget considerations. The **preferred** facility supports the design program with costs to meet the proposed budget. The **minimum acceptable** concept is a facility that will be considered if the project experiences limited funding.
  - B. The Consultant will provide a conceptual plan of each building. The purpose of the plans will be to illustrate ways to organize the spaces in a functional arrangement and to confirm that the building footprint will contain the areas proposed in the Design Program.
  - C. The Consultant will meet a second time with the committee to participate in a design workshop. Preliminary concepts and program features will be reviewed and confirmed. A public meeting may or may not be held as a part of this visit.
  - D. Following the meeting, the Consultant will make revisions to the selected plan, if necessary, and mail it to the Committee.
3. COST ANALYSIS: (1 trip)
- A. The Consultant will prepare an Opinion of Probable Construction Cost for the proposed options. Recent project bid figures of similar projects will be used as well as national estimating guides and local cost adjustment factors. The **hard construction cost** figures will be supplemented by a development cost factor, which will include such "soft" costs as professional fees, survey, geotechnical report, document reproduction, advertisement for bids and all anticipated expenses related to the administration of the project. The sum of these two cost figures will be the

**total project cost** so that the Owner will have a comprehensive overview before making an informed decision about the project.

- B. The Consultant will prepare a Feasibility Study and will develop an opinion of operations protocol for the proposed project. The following will be researched and analyzed:
1. Area Recreation Providers
  2. Market Area Demographics  
Population, Age, Income
  3. Area User Groups  
Historic Usage and Project Level of Growth
  4. Facility Management Outline  
Facility Operating Schedule  
Facility Capacity Limits  
Organization Chart  
Wage Structure
  5. Opinion of Probable Revenue  
Market Penetration  
Seasonal Usage  
Develop Fee Structure  
Opinion of Attendance By User Group  
Opinion of Revenue
  6. Opinion of Probable Expenses  
Labor Demand  
Supply Demand  
Maintenance and Repair Demand  
Utility Demand
  7. Opinion of Facility Financial Performance
- C. The Consultant will make a final presentation to the project committee outlining the methods and results of the study.

II. DRAWINGS.

Except for reference and coordination purposes in connection with future additions or alterations to the work, drawings, specifications and other documents prepared by Counsilman-Hunsaker are instruments of the service for use solely with respect to this project and, unless otherwise provided, Counsilman-Hunsaker shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including copyright. The Consultant's drawings, specifications or their documents shall not be used by the Architect or others on other projects except by agreement in writing and with appropriate compensation to the Consultant. The Architect shall be permitted to retain copies, including reproducible copies of the reports.

III. FEES.

Total fees shall be \$30,000 including three (3) site visits and excluding related travel expenses.

Additional Services Rates:

Principal	\$200.00/hour
Director	\$175.00/hour
Project Manager	\$150.00/hour
Project Engineer/Architect	\$120.00/hour
Design Associate	\$110.00/hour
Administrative	\$70.00/hour
Site Visit	\$1,500.00 /day *
* Excluding travel expenses	

The Consultant shall submit monthly invoices for services and reimbursable expenses incurred, based upon the percentage of the Consultant's services completed at the time of billing. Owner shall make payments to Consultant within forty-five (45) days of the invoice date. Consultant may, after giving seven (7) days written notice to the Owner, suspend services until payment is made in full of all past due invoices for this project.

The Consultant shall submit monthly statements of basic and additional services and for reimbursable expense incurred, based upon the Consultant's hourly rate schedule for services completed at the time of billing. Reimbursable expenses shall include qualifying travel expenses, postage, express mailings, printing expenses for copies in excess of 10 of the final report and 5 draft copies, and any artwork desired, such as renderings, cad imaging including fly-through segments that might be used in community publicity. Telephone and fax services are included in the basic fee. Owner shall make payment within thirty (30) days after receipt of invoice from Counsilman-Hunsaker. If Owner fails to make any payment due Consultant for services and expenses within forty-five (45) days after receipt of invoice, Consultant may, after giving seven (7) days written notice to the Owner, suspend services under his Agreement until payment in full of amounts due Consultant for services and expenses have been paid.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Counsilman-Hunsaker and Counsilman-Hunsaker's officers, directors, partners, employees, agents and Counsilman-Hunsaker's Consultants, and any of them, to OWNER and anyone claiming by, through or under OWNER for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in a any way related to the conclusions and recommendations expressed in the Feasibility Study shall not exceed the total compensation received by Counsilman-Hunsaker under this Agreement.

IV. TERMINATION:

Each party agrees that upon the occurrence of a material breach or default of the other under the terms of this Agreement, it shall provide written notice of such default to the other. Such written notification given by the party shall specifically state the material breach or default under the terms of this Agreement. The notified party shall have thirty (30) days after such notice is given

to remedy the specific breach or default. Upon the failure by the defaulting party to cure the specified breach or default within the allotted time, or recurrence of the same breach within thirty (30) days after its initial cure, the other party shall have the right to terminate this Agreement except with respect to any liabilities or obligations which, under the terms of this Agreement are to survive its termination.

V. SCHEDULE OF WORK:

The Consultant shall execute all of the tasks listed above within 120 calendar days of receipt of a signed agreement and authorization to proceed. Review periods by the Owner, postponement of meetings, submittal of Owner information or other delays not caused by the Consultant, will be added to the 120 calendar days.

VI. ENTIRE AGREEMENT:

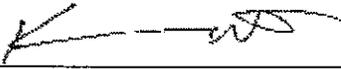
This agreement constitutes the entire understanding between the parties and cannot be modified except by their mutual written consent. In the event of a conflict between his Agreement and the terms of any other agreement or document pertaining to the Project, the terms and provisions of this Agreement will be controlling.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

ACCEPTED:

COUNSILMAN-HUNSAKER OPERATIONS, LLC.

City of Mitchell, SD

BY:   
\_\_\_\_\_  
Kevin Post, MBA - Principal

BY: \_\_\_\_\_

Date: August 30, 2016

Date: \_\_\_\_\_

Contact Information:  
Nathan Powell  
Parks and Recreation Director  
City of Mitchell, SD  
[npowell@cityofmitchell.org](mailto:npowell@cityofmitchell.org)  
605-995-8143

# 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:

09/06/2016

Requested By:

Tim McGannon

Desired Action of City Council

Authorization

Approval

Resolution

Ordinance

Citizen Request

Discussion

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

Agenda Item:

Airport Contract Amendment Changing Alfalfa to Grass

Explanation/Background of Agenda Item Requested:

Conditional Amendment to Airport Agricultural Lease Agreement changing alfalfa to grass on a portion of the airport leased farm.

Airport Farm Ground Lease - City Project 2015-5.



Davison Conservation District  
1820 N. Kimball St., Suite B  
Mitchell, SD 57301  
605-996-1564 Ext. 3

Mike Scherschligt

Re: Quote for grass seeding

Grass seed

Millborn #3 Hay & Pasture Mix – Quality Yield

20 lbs/acre x 153 acres = 3,060 lbs

3,060 lbs x \$3.75/lb = \$11,475.00

Grass Drilling

153 acres x \$18.00/acre = \$2,754.00

Set up fee                    \$25.00

\$2,779.00

Total for grass seed and drilling - \$14,254.00

August 17, 2016.

Conditional Amendment to Airport Agricultural Lease Agreement

THIS AMENDMENT made and entered into this \_\_\_\_\_ day of August , 2016, by and between the City of Mitchell SD, a municipal corporation of the State of South Dakota , by and through its Mitchell Airport Board , hereinafter called “Lessor” and Chad Blindauer , herein called “Lessee”.

In simple terms , this amendment will change the required terms of total crop ground to remain planted in alfalfa to be planted in “Millborn #3 Hay & Pasture Mix- Quality Yield”. Current records indicate the total acres to be no less than 153 acres. Additional conditions of this amendment include but may not be limited to the following . The Lessee agrees to satisfactorily kill all current alfalfa to be no less than 153 acres with appropriate chemicals thereby leaving all ground relative to this agreement ready for a late fall “early November” dormant seeding , or alternately early spring planting. All planting operations are to be completed by the Davison County Conservation district , thereby providing the “Millborn #3 Hay & Pasture Mix”-Quality Yield and this seed only at an application rate of no less 20lbs. per acre. Planting will not begin until all existing vegetation is satisfactorily removed. Lessee agrees to cut , bale and complete chemical applications accordingly . These operations will remain the responsibility of the Lessee and are not to be completed by a 3<sup>rd</sup> party , unless approved through the Airport Board.

A quote has been provided by the Davison County Conservation District to complete this work. The total of this quote as of August 17, 2016 is \$14,254.00. The Airport Board has agreed to effectively split the costs of this seeding operation thereby paying half of the \$14,254.00 , or \$7,127.00. The Lessee agrees to pay the entire \$14,254.00 when work is completed or as directed by the Davison County Conservation District. The Airport will upon the completion of all work , deduct the \$7,127.00 from the Lessees 2<sup>nd</sup> payment due November 1<sup>st</sup> 2016 , or its 1<sup>st</sup> payment due April 1<sup>st</sup> 2017. It is further understood that in the event that the seed supplier cannot guarantee the seed price to remain equal to the original quote provided , it shall be the responsibility of the Lessee to pay any additional costs. It may be best to acquire the seed in 2016 to lock in the quoted pricing.

All other requirements set forth in the original Lease agreement to include any other previous amendments to , remain unchanged and in effect. The Airport Board shall retain the right to change the terms of this agreement or any other amendments or agreements. IN WITNESS WHEREOF , said Lessor has caused this Amendment to be signed by it's authorized representative , and the Lessee has signed the same the same the day and year first above written.

ATTEST: \_\_\_\_\_  
Secretary

LESSOR: The City of Mitchell SD,  
a municipal corporation of the State  
of South Dakota , by and through its  
Airport Board.

By: \_\_\_\_\_  
Its: President

LESSEE: \_\_\_\_\_

# 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  
 Authorization     Approval     Resolution  
 Ordinance     Citizen Request     Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Lot 15 in Tract H Wild Oak Golf Club Addition to the City of Mitchell, Davison County, South Dakota.

The planning commission approved the plat on August 22, 2016. See planning commission minutes.

**RESOLUTION #3377**

**RESOLUTION OF CITY COUNCIL**

**WHEREAS**, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 22nd day of August, 2016; and

**WHEREAS**, it appears from an examination of the plat of LOT 15 IN TRACT H 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 plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

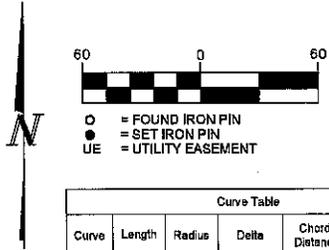
**THEREFORE**, be it resolved by the City Council of Mitchell, South Dakota, that the plat as LOT 15 IN TRACT H WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA a prepared by Nathan L. Jibben, a duly licensed Land Surveyor in and for the State of South Dakota, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer of the City of Mitchell, South Dakota, hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the 6<sup>th</sup> of September, 2016.

\_\_\_\_\_  
Mayor

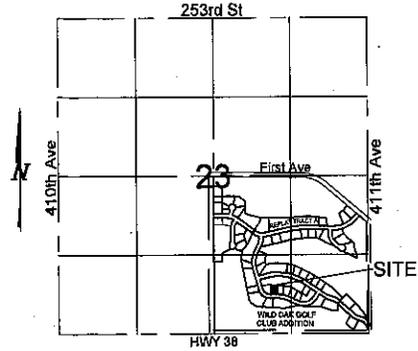
\_\_\_\_\_  
Finance Officer

PLAT OF  
**LOT 15 IN TRACT H**  
**WILD OAK GOLF CLUB ADDITION**  
 TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

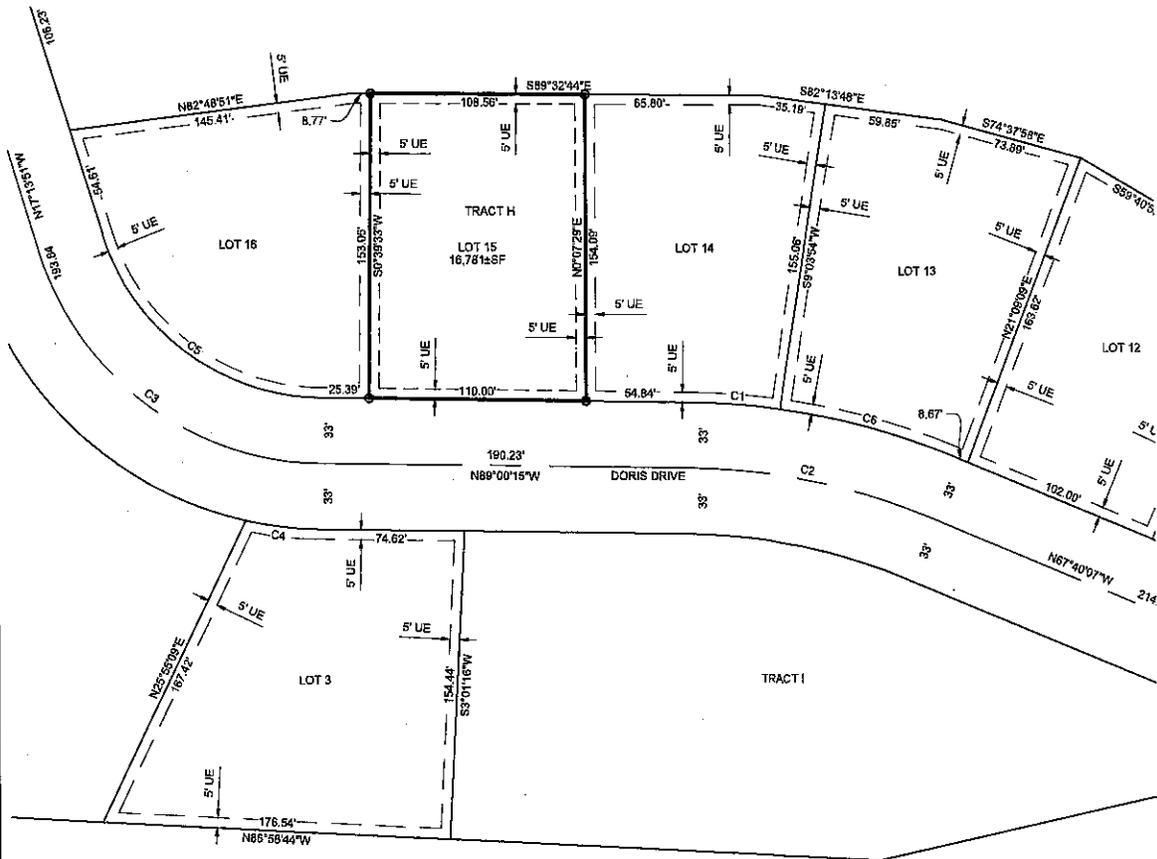


- = FOUND IRON PIN
- = SET IRON PIN
- UE = UTILITY EASEMENT

Curve Table					
Curve	Length	Radius	Delta	Chord Distance	Chord Bearing
C1	44.85'	388.00'	7°02'14"	44.92'	N85°29'08"W
C2	124.00'	333.00'	21°20'08"	123.29'	N78°20'11"W
C3	187.90'	150.00'	71°48'24"	175.85'	S53°07'03"E
C4	35.87'	183.00'	11°34'29"	36.91'	S63°13'00"E
C5	146.55'	117.00'	71°48'24"	137.17'	S53°07'03"E
C6	91.34'	386.00'	14°17'54"	91.10'	N74°49'04"W



**VICINITY MAP**  
 SEC 23, T103N, R60W



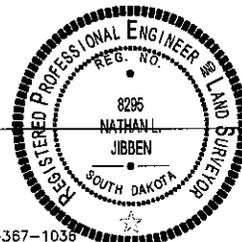
**SURVEYOR'S CERTIFICATE**

I, NATHAN L. JIBBEN, OF JSA CONSULTING ENGINEERS/LAND SURVEYORS, INC., A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT I DID, ON OR BEFORE AUGUST 9TH, 2016, SURVEY A PORTION OF TRACT H, WILD OAK GOLF CLUB ADDITION, IN THE SE1/4 OF SECTION 23, T103N, R60W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA AS SHOWN ON THE ABOVE PLAT. THAT PORTION OF LAND SHALL HEREAFTER BE KNOWN AND DESCRIBED AS LOT 15 IN TRACT H, WILD OAK GOLF CLUB ADDITION TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, CONTAINING 0.39 ACRES±.

I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ABOVE PLAT CORRECTLY REPRESENTS THE SAME, IS TRUE AND CORRECT AND THAT IT WAS MADE UNDER MY DIRECT SUPERVISION.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_\_

NATHAN L. JIBBEN, RLS 8295



PLAT OF  
LOT 15 IN TRACT H  
WILD OAK GOLF CLUB ADDITION  
TO THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA

OWNER'S CERTIFICATE

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS FOR THE PURPOSE OF TRANSFER, AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE STREETS, ROADS AND ALLEYS, PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ALLEYS, PARKS AND PUBLIC GROUNDS WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR GOLF PATH STREET CROSSINGS, WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
DAVID A. BACKLUND, PARTNER  
FIRESTEEL LINKS, LLC, OWNER

STATE OF SOUTH DAKOTA

COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_, BEFORE ME, THE UNDERSIGNED OFFICER, APPEARED DAVID A. BACKLUND, WHO ACKNOWLEDGED HIMSELF TO BE AN AUTHORIZED PARTNER OF FIRESTEEL LINKS LLC, OWNER OF THE ABOVE SHOWN PROPERTY, AND KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_ COUNTY, SOUTH DAKOTA





	Subdivision
	Blocks
	Lots

Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

# 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

<input type="checkbox"/> Authorization	<input type="checkbox"/> Approval	<input checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Citizen Request	<input type="checkbox"/> Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Official appointments to the newly formed Community Services Advisory Board. Terms were staggered between 2 and 3 year initial appointments to provide continuity on the board.

RESOLUTION NO. 3379

A RESOLUTION APPOINTING INITIAL MEMBERS OF  
THE COMMUNITY SERVICES ADVISORY BOARD

IT IS HEREBY RESOLVED by the City Council of the City of Mitchell, SD, which has been presented with a formal list of persons to be initially appointed to the Community Services Advisory Board under Mitchell City Code Chapter 3-11 and Section 3-1-1, such list being:

City Council:           Bev Robinson (3 years)  
Palace Transit:       Mark Limburg (2 years), Lisha Vandersteen (3 years)  
RSVP:                 Louise Metz (2 years), Sonya Moeller (3 years)  
Nutrition:             Kristi Bitterman (2 years), Whitney Bruinsma (3 years)  
JVCC:                 Sharon Rehorst (2 years), Allan Olson (3 years)

and that such persons appointed by the Mayor are hereby approved by the City Council. Such terms are initial appointments and do not preclude an appointee from being re-appointed to subsequently serve a full 3-year term as allowed under Mitchell City Code Section 3-1-1(B).

Adopted by the Mitchell, South Dakota City Council in regular session this \_\_\_\_ day of \_\_\_\_\_, 2016, with:

\_\_\_\_ votes cast in favor of adoption,  
\_\_\_\_ votes cast against adoption, and  
\_\_\_\_ votes abstaining.

\_\_\_\_\_  
Jerry Toomey - Mayor

Attest:

\_\_\_\_\_  
Michelle Bathke – City 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:  Requested By:

Desired Action of City Council

<input type="checkbox"/> Authorization	<input checked="" type="checkbox"/> Approval	<input checked="" type="checkbox"/> Resolution
<input type="checkbox"/> Ordinance	<input type="checkbox"/> Citizen Request	<input type="checkbox"/> Discussion

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

Agenda Item:

Explanation/Background of Agenda Item Requested:

Resolution to set water rates to \$3.10 per unit.

RESOLUTION #3380

A RESOLUTION AMENDING CITY OF MITCHELL WATER RATES AND FEES

IT IS RESOLVED by the City Council of the City of Mitchell, SD that, effective October 1, 2016, water rates shall be set at \$3.10 per unit (one unit equals 100 cubic feet of water). The base charge of \$3.00 per month shall remain unchanged by this resolution.

IT IS FURTHER RESOLVED by the City Council of the City of Mitchell, SD that, effective January 1, 2017, water user accounts with mechanical meters which do not have transmitters, and not meeting the specifications of the City of Mitchell new meter program, shall be charged, in addition to the monthly and per unit price, a fee of \$10.00 per month.

Adopted by the Mitchell, South Dakota City Council in regular session this 6th day of September, 2016, with:

\_\_\_\_ votes cast in favor of adoption,

\_\_\_\_ votes cast against adoption, and

\_\_\_\_ votes abstaining.

---

Jerry Toomey - Mayor

Attest:

---

Michelle Bathke – City Finance Officer

**CITY OF MITCHELL  
CITY PLANNING COMMISSION  
MINUTES, August 22, 2016**

**NOT APPROVED**

Call to Order: Chairman Larson called the August 22, 2016 City Planning Commission to order at 12:00 pm, in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD.

Members Present: Larson, Schmucker, Everson, Griffith and Allen

Members Absent: Meyers, Fergen, and Molumby

Others Present: Mayor Toomey, Ellwein, Putnam, McGannon, T. Johnson, J. Johnson, Overweg, Hegg, London.

Agenda: Motion Everson, seconded by Griffith to approve the agenda as presented. All members present voting aye, motion carried.

Minutes: Motion by Griffith, seconded by Everson, to approve the minutes of the August 8, 2016 meeting. All members present voting aye, motion carried.

Next Meeting: Motion by Griffith, seconded by Schmucker to schedule the next meeting for September 12, 2016. All members present voting aye, motion carried.

Plat: Lot 15 in Tract H Wild Oak Golf Club Addition to the City of Mitchell, Davison County, South Dakota. This appears to follow the master plan. Motion by Everson, seconded by Griffith to approve the plat. All members present voting aye, motion carried.

Plan Approval: Agronomy Plus, 2500 W Havens. Zoned HB. A representative of the owner provided an explanation of the location and installation of the new bins they wish to add to the property. They meet the setbacks. Motion by Griffith, seconded by Everson to approve the plan. All members present voting aye, motion carried.

Chairman Larson adjourned the meeting at 12:07 pm.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date