City Council Agenda
City Council Chambers, City Hall, 612 N. Main Street
October 17, 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. **Invocation: Resurrection Lutheran**

3. **Pledge Of Allegiance**

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:

      10-03-16.PDF

   B. **Committee Meeting Minutes**

      Documents:

      PLANNINGCOMM9262016.PDF

   C. **Department Reports**

      Documents:

      FINANCE DEPARTMENT REPORT-SEPT.PDF
      SALES TAX-2016.PDF
      MOWING (AUGUST).PDF
      MOWING (SEPTEMBER).PDF
      AIRPORT BOARD (AUGUST).PDF
      AIRPORT (SEPTEMBER).PDF
      JULY AUGUST SEPTEMBER CORN PALACE MONTHLY REPORT.PDF
      SEPTEMBER 2016 BUILDING PERMIT REPORT.PDF
      MITCHELL PUBLIC LIBRARY ACTIVITY REPORT (JUNE).PDF
      MITCHELL PUBLIC LIBRARY (JUNE THRU SEPT).PDF
      MITCHELL PUBLIC LIBRARY ACTIVITY REPORT (JULY).PDF
      PALACE TRANSIT (AUGUST).PDF
      WATER (SEPTEMBER).PDF

   D. **Raffle Permits**
      James Valley Community Center with the drawing to be held on January 12, 2017
      Mitchell Aquatic Club with the drawing to be held on every Monday, Wednesday and Friday for the 2017 calendar year

      Documents:

      JVCC.PDF
      MITCHELL AQUATIC CLUB.PDF

E. Change Order #2 - Rowley Street Project #2016-3

Change Order #2 for the 200-400 Blocks of North Rowley Utility Improvements contracted to Menning Backhoe, LLC decreasing contract amount by $8,228.50 as built quantities to adjust contract amount to $174,528.25

Documents:

2016 ROWLEY STREET CO 2 MENNING BACKHOE STAFF REPORT.PDF
2016-3 MENNING CO 2 - DOCUMENTATION.PDF

F. Change Order #1 - 23rd And Ohlman Westwood Storm Pond Project #2016-30

Contracted to Schoenfelder Construction in the amount of $550.00 for cover crop adjust contract amount to $71,582.35.

Documents:

2016 23RD OHLMAN POND CHANGE ORDER 1 - STAFF REPORT.PDF
2016 23RD OHLMAN POND CHANGE ORDER 1.PDF
2016-30 SCHOENFELDER CO ADD. DOCUMENTATION.PDF

G. Action To Approve The Parade Of Lights Parade For December 5, 2016

Mitchell Main Street and Beyond would like to request a parade permit, street closures and No Parking for December 5, 2016 for the Parade of Lights beginning at 6:30 p.m.

Documents:

PARADE OF LIGHTS STAFF REPORT1.PDF
PARADE OF LIGHTS EVENT.PDF

H. Set Date Of 11-07-16 For Hearings

Hearing on the application of Overtime for a Special Event Liquor License, located at the Overtime Event Center for a Christmas party on December 9th, 2016.

Hearing on the application of Overtime for a Special Event Liquor License, located at the Overtime Event Center for a Christmas party on December 13th, 2016.

Documents:

OVERTIME 12 9 16.PDF
OVERTIME 12 13 16.PDF

I. Pay Estimates For October 17, 2016

Documents:

PAY ESTIMATES STAFF REPORT.PDF
PAY ESTIMATES 10-17-16.PDF

J. Approve Bills, Payroll, Salary Adjustments And New Employee Hires And Authorize Payment Of Recurring And Other Expenses In Advance As Approved By The Finance Officer

Documents:

AP REGULAR DEPARTMENT 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. **Hearings**

   On the application of Xing Chen dba Tokyo for a new Retail (On-Off Sale) Wine License, located at 819 East Spruce Street, Mitchell, SD.

   On the application of the Mitchell Elks Lodge for a Special Event Liquor License, located at the Masonic Lodge for a wedding on November 5, 2016.

   On the application of Blarney's Sports Bar and Grill for a Special Event Liquor License, located at the Highland Mall, Mitchell, South Dakota for the Holiday Spirit proceeds benefiting Mitchell Area Safe House on December 2, 2016.

   Documents:

   HEARINGS.PDF
   TOKYO APPLICATION1.PDF
   MASONIC LODGE APPLICATION.PDF
   BLARNEYS HOLIDAY SPIRIT.PDF

9. **Update On Corn Palace Education Center**

   Documents:

   CORN PALACE EDUCATION CENTER UPDATE STAFF REPORT.PDF
   CPEC SURVEY 2016.PDF

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

11. **Action To Set Date For Board Of Adjustment Hearing 11/7/2016**

    Jamie Wagner has applied for a conditional use permit to operate a family residential child care in her home located at 812 W 2nd Ave, legally described as Lot 13, Block 92, Lawler's 2nd Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

    Documents:

    AGENDA ITEM REQUESTWAGNER.PDF
    WAGNERMAP.PDF

12. **Action To Set Date For Board Of Adjustment Hearing 11/7/2016**

    West Havens Storage LLC has applied for a conditional use permit for construction of self-service facilities at 1522 W. Havens Ave, legally described as The E 140' of Irregular Tract 4A located in the SW 1/4, Section 21, T 103 N, R 60 W of the 5th P.M., Less PE-1, Platted Various, City of Mitchell, Davison County, SD. The property is zoned HB Highway Oriented Business District.

    Documents:

    AGENDA ITEM REQUEST WEST HAVENS.PDF
    WESTHAVENSMAP.PDF

13. **Hearing On Sue Burris, 210 W 10th Ave**

13. **Hearing On Sue Burris, 210 W 10th Ave**

Sue Burris has applied for a front yard variance of 15' vs 25' as required for construction of an unenclosed porch at her residence located at 210 W 10th Ave, legally described as S 100' of Lot 10, Block 42, Capital Addition, City of Mitchell, Davison County, SD. Zoned R2 Single Family Residential District.

Documents:

AGENDA ITEM REQUEST BURRIS.PDF
NOH BURRIS.PDF
APPLICATIONBURRIS.PDF
BURRISPLAN.PDF
L10 B42 CAPITAL.PDF
BURRISNEIGHBORS.PDF

14. **Hearing On Roxie Ackman And Brittany Royston, 718 E 6th Ave**

Roxie Ackman and Brittany Royston have made an application for a conditional use permit to operate a home occupation/beauty salon in their property located at 718 E 6th Ave, legally described as Lot 11, Block 4, F.M. Greene Addition, City of Mitchell, Davison County, SD. Zoned R2 Single Family Residential District.

Documents:

AGENDA ITEM REQUEST ACKMAN.PDF
NOHACKMAN.PDF
APPLICATIONACKMAN.PDF
GISMAPACKMAN.PDF
ACKMANNEIGHBORS.PDF

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

16. **Request For Approval Of The Concept Of Mitchell Baseball Association Proposal**

This is a request for approval of the Concept for the formal proposal Mitchell Baseball Association is making to build a structure on City property to be used as an indoor baseball training facility. The location of the facility will be on the corner of West 15th Avenue and North Iowa Street.

Documents:

MITCHELL BASEBALL ASSOCIATION PROPOSAL.PDF
MITCHELL BASEBALL STRUCTURE PROPOSAL.PDF

17. **Consider Approval Of Rezoning Various City Owned Properties**

Consideration to start the rezoning process of changing various city owned properties zoning to the PL District.

Documents:

AGENDA ITEM REQUEST- CITYZONING.PDF
PUBLICLANDDISTRICT.PDF
CITYZONINGMAPS..PDF

18. **Action On Resolution #3387**

A Plat of Lot 33 of Maui Farms Second Addition, A Subdivision of the SE 1/4 of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota

Documents:

AGENDA ITEM REQUEST PLATL33.PDF
RES3387.PDF
GISMAPLOT33.PDF
PLATL33.PDF

19. Action On Resolution #3388

A Plat of Lot 5-B, Block 7 of Westwood First Addition, A Subdivision of the SW 1/4 of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota

Documents:

AGENDA ITEM REQUEST- PLAT5B.PDF
RES3388.PDF
GISMAPL5B.PDF
PLAT5B.PDF

20. Action On Resolution #3389

A Plat of Lots 3 and 4, Block 4A of Westwood First Addition, A Subdivision of Block 4 of Westwood First Addition 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.

Documents:

AGENDA ITEM REQUESTBLK4A.PDF
RES3389.PDF
GISMAPB4A.PDF
PLAT4A.PDF

21. Action On Resolution #3390

Lots 1 and 2, Block 8 of Westwood First Addition, and portions of Westwood First Addition, and portions of West 20th Avenue, Pheasant Street and Quail Street, 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

Documents:

AGENDA ITEM REQUEST- PLATBL8.PDF
RES3390.PDF
GISMAPBLK8.PDF
PLATBLOCK8.PDF

22. Action On Resolution #3391

A Plat of Lots 5B and 7B of Menard's Addition in the W 1/2 of the NE 1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota

Documents:

AGENDA ITEM REQUESTMENARDSPLAT.PDF
RES3391.PDF
GISMAPMENARDS.PDF
PLATL5B7BMENARDS.PDF

23. 2nd Reading & Adoption

Ordinance #2553, An Ordinance changing the District Classification of Lots 1 thru 9, Block 5, MLC Addition, in NE 1/4 of SW 1/4 of Section 28, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, SD from R2 Single Family Residential District to the Planned Unit Development District (PUD) known as Mueller Lumber Morningview

Subdivision (Sub Area C) and amending Ordinance 2430 that previously established the Planned Unit Development District known as Mueller Lumber Morningview Subdivision.

Documents:

AGENDA ITEM REQUEST MUELLERLUMBER.PDF
ORDINANCE2553.PDF
NOHORD2533.PDF
ORDINANCE2553MAPS.PDF
ORDINANCE2430.PDF
ORD2553NEIGHBORS.PDF

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

25. **2nd Reading & Adoption**
Ordinance #2554, Amending MCC 6-1-4(A) on Unreasonable Animal Noise

Documents:

AGENDA ITEM- ANIMAL NOISE- PRINTED.PDF
PROPOSED ORDINANCE ON DOG NOISE.PDF

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

27. **Action On The Collective Bargaining Agreement Between Mitchell City Employees, AFSCME Local 2922 And The City Of Mitchell For January 1, 2017- December 31, 2019.**

Documents:

STAFF REPORT AFSCME.PDF
2016 -2019 CBA CITY OF MITCHELL MITCHELL CITY EMPLOYEES AFSCME LOCAL 2922.PDF
AFSCME REQUEST.PDF

28. **Action On The Collective Bargaining Agreement Between Teamsters Local Union No 120 And The City Of Mitchell For January 1, 2017- December 31, 2019.**

Documents:

STAFF REPORT TEAMSTERS.PDF
2017-2019 TEAMSTERS CONTRACT.PDF

29. **Action On The Collective Bargaining Agreement Between IAFF Mitchell Firefighters Association Local 4166 And The City Of Mitchell For January 1, 2017- December 31, 2019.**

Documents:

STAFF REPORT IAFF.PDF
2017-2019 IAFF CONTRACT.PDF

30. **Motion To Adjourn**

31. **FOR COUNCIL INFORMATION: Planning Commission Minutes October 11, 2016**

Documents:

PLANNINGCOMM101116.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

October 3, 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 Olson, seconded by Allen, to approve the following items on the consent agenda and add to item #23 Executive Session, (3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters:

a. Council Minutes from Prior Meetings.
b. Committee Minutes:
   1. Planning Commission September 12, 2016, and
   2. Traffic Commission September 19, 2016.
c. Raffle Requests:
   1. James River Gobblers/NWTF with the drawing to be on October 23, 2016,
   2. Trinity Lutheran Church with the drawing to be on October 9, 2016,
   3. Dakota Wesleyan Men's Basketball with the drawing to be held on October 24, 2016,
   4. Moose Lodge #875 with the drawing to be held no later than December 31, 2016,
   5. Mitchell Area Safehouse with the drawing to be held on December 2, 2016, and
   6. MTI Skills USA with the drawing to be held on November 10, 2016.
d. Change Order #1 City Project #2016-15 to Commercial Asphalt:
   Contracted to Commercial Asphalt increasing the contract amount by $62,957.54 for budgeted amounts in landfill for their access roads and parking lots adjust contract amount to $474,031.79.
e. Change Order #2 City Project #2016-4A for Sidewalk Schedule A to Top Grade Concrete increasing contract amount by $2,954.61 for existing conditions discovered during construction in the field and property owner adjustments adjust contract amount to $56,294.51.
f. Set Date of 10-17-16 for a hearing on the application of Blarney's Sports Bar and Grill for a Special Event Liquor License, located at the Highland Mall, Mitchell,

South Dakota for the Holiday Spirit proceeds benefiting Mitchell Area Safe House on December 2, 2016.

g. Set Date of 10-17-16 for Hearings

1. Set date for a hearing on the application of Xing Chen dba Tokyo for a new Retail (On-Off Sale) Wine License, located at 819 East Spruce Street, Mitchell, South Dakota, and

2. Set date for a hearing on the application of the Mitchell Elks Lodge for a Special Event Liquor License, located at the Masonic Lodge for a wedding on November 5, 2016.

h. Palace Transit 5311 Grant Funds Approval.

i. Gas & Diesel Competitive Quotations:

Meyers Oil Company	Requested Gallons	Bid Gallons	Price per Product	Total Bid
On Road Diesel-#2	1,400	1,400	$1.9048	**$ 2,666.72***
UnLeaded Gas- 10% Ethanol	6,100	6,100	$1.7595	**$10,732.95***
		Total Bid:		**$13,399.67***

Country Pride	Requested Gallons	Bid Gallons	Price per Product	Total Bid
On Road Diesel-#2	1,400	1,400	$1.90	$ 2,660.00
UnLeaded Gas- 10% Ethanol	6,100	6,100	$1.78	$ 10,858.00
		Total Bid:		$ 13,518.00

Meyers Oil was the low bidder for the items marked with an asterisk.

j. Pay Estimates:

Pay Estimate #1 in the amount of $140,619.50 for 200-400 Blocks North Rowley Project #2016-3 contracted to Menning Backhoe,

Pay Estimate #5 in the amount of $2,954.61 for Sidewalk Project #2016-4A contracted to Top Grade Concrete,

Pay Estimate #4 in the amount of $6,972.93 for Sidewalk Project #2016-4D contracted to Top Grade Concrete,

Pay Estimate #3 in the amount of $187,609.23 for Paving & Overlay Project #2016-15 contracted to Commercial Asphalt,

Pay Estimate #6 in the amount of $156,869.91 for 5th Street & Utilities Improvements Project #2016-19 contracted to B&B Contracting Inc.,

Pay Estimate #2 in the amount of $6,995.00 for 23rd & Ohlman Westwood Pond Project #2016-30 contracted to Schoenfelder Construction, and

Pay Estimate #1-Final in the amount of $33,250.00 for Combo Dump Body/Sander Project #2016-35 contracted to Sanitation Products Inc.

k. 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 AUGUST 28, 2016 - PAYROLL SEPTEMBER 10, 2016: City Council $2,913.84, Mayor $1,212.23, City Administrator $4,284.00, Attorney $3,636.72, Finance $11,632.64, Human Resources $3,031.28, Municipal Building $3,268.89, Information Technology $2,201.52, Police $63,692.86, Traffic $4,163.49, Fire $39,819.18, Street $25,269.72, Public Works $19,550.92, Cemetery $4,419.61, Animal Control $1,475.12, Emergency Medical Services $10,172.41, Library $11,646.81, Recreation & Aquatics $4,826.25, Recreation Center $10,092.20, Sports Complexes $10,524.25, Parks $12,658.84, Supervision $4,406.56, E911 $21,882.92, RSVP $5,645.36, Palace Transit $17,567.29, JVCC $590.80, Nutrition $986.65, Water $5,642.97, Water Distribution $7,781.43, Sewer $10,697.13, Airport $1,921.84, Waste Collection $9,951.58, Landfill $8,313.86, Corn Palace $19,157.55, Golf Course $7,080.54.

NEW HIRES:

CORN PALACE: Brad Ulmer-$9.00.

PALACE TRANSIT: Terrance Lynde-$13.897.

SPORTS COMPLEX: Anthony Schliep-$10.55.

RECREATION & ACQUATICS: Elijah Pommer-$9.05, Ron Hill-$25.00, John Cersosimo-$25.00, Jim Larson-$25.00, Tate Schoenfelder-$15.00, Scott Houwman-$15.00, Shane Taylor-$10.00.

RECREATION CENTER: Kristi Garrett-$8.55.

SALARY ADJUSTMENTS:

POLICE: Kyle McLaughlin-$22.312, Adam Frerichs-$26.467.

GOLF: Sean Meyer-$10.05.

WARRANTS: A & B Business Solutions, Contract-$1,465.74; A-OX Welding Supply, Rental-$102.65; AAA Collections, Contract Services-$45.00; AAA Lawn Care and Maintenance, Contract Services-$220.00; Adam Fosness, Contract Services-$1,200.00; Advance Auto Parts, Supplies-$38.80; AFLAC, Aflac Withholding-$4,382.54; Aflac Group, Aflac Critical Care-$780.10; American Garage Door, Service Call-$90.00; Ameripride Services, Supplies-$226.15; Anderson Nurseries, Supplies-$3,123.00; Auto Body Specialties, Supplies-

$15.99; Avera Occupational Medicine, Contract Services-$565.70; B & B Contracting, 2016-19 P.E. #6-$156,869.91; Bailey Metal Fabricators, Repairs-$495.07; Bender's Sewer Cleaning, Repairs-$570.00; Best Western Plus Ramkota, Travel-$284.97; Big Daddy D's, Contract Services-$4,670.00; Blackburn Manufacturing, Supplies-$261.15; Bound Tree Medical, Supplies-$63.11; Break Time Portables, Rental-$190.00; Brian Daughters, Travel-$38.00; Brown & Saenger, Supplies-$408.84; C & B Operations, Supplies-$1,945.65; Campbell Supply, Supplies-$1,585.27; Carquest Auto Parts, Supplies-$221.97; Central Electric, Utilities-$10,836.00; Century Link, Utilities-$1,319.14; CHR Solutions, Contract Services-$3,151.95; City of Mitchell, Utilities-$36,672.25; City of Woonsocket, Utilities-$31.50; Clayton Moore, Travel-$41.00; CO2 Systems, Inspection-$1,400.00; Coca Cola Bottling, Supplies-$502.25; Commercial Asphalt, 2016-15 P.E. #3-$187,609.23; Commercial Asphalt/Spencer Quarries, Supplies-$5,545.38; County Fair, Supplies-$64.30; Crystal Van Sickle, Travel-$81.00; Daily Republic, Advertising-$108.32; Dakota Counseling, 2016 Allocation-$15,500.00; Dakota Fluid Power, Repairs-$926.50; Dakota Pump, Supplies-$28,376.76; Dakota Retail Technologies, Repairs-$25.00; Dakota Supply Group, Supplies-$189.56; Daniel Kopfmann, Travel-$54.18; Danko Emergency Equipment, Repair-$2,961.00; Davison County Search and Rescue, 2016 Allocation-$2,000.00; Daylight Donut, Supplies-$18.58; Dean Knippling, Travel-$152.75; Debbie Vaughn, Travel-$81.00; Delta Dental Plan of South Dakota, Dental Insurance-$12,976.08; Dependable Sanitation, Contract Services-$19,880.00; Department of Social Services, Child Support-$1,411.53; Detco, Supplies-$883.32; Dick's Body Shop, Supplies-$103.00; DMM Systems, Contract Service-$2,140.00; Doug's Custom Paint & Body, Supplies-$59.95; Dr. Martin Christensen, Contract Services-$1,500.00; Ellwein Brothers, Supplies-$749.65; Eric Hieb, Contract Services-$5,358.76; Express 2, Supplies-$35.00; Farmers Alliance, Repairs-$190.00; Farner-Bocken, Supplies-$2,173.74; First National Bank Omaha, Loan Payment-$8,152.92; Great Open Spaces City Management Association, Membership Dues-$100.00; Grace, Travel-$1,881.00; Graham Tire, Repairs-$50.45; Great Lakes Higher Education, Garnishment-$195.59; Harve's Pro Prints, Supplies-$49.99; HD Supply Waterworks, Supplies-$4,322.19; IDEAG, Deposit-$1,500.00; Independent Viking Glass, Repair-$42.86; Integrity Transcription, Transcribing Service-$226.80; Iverson Chrysler Center, Rental-$49.95; James Valley Nursery, Supplies-$163.69; Jaylon Tollefson, Travel-$41.00; JCL Solutions, Supplies-$362.68; JD Concrete Products, Supplies-$2,697.75; JD Enterprises, Supplies-$780.00; Jeff Spars, Supplies-$44.10; Jessica Pickett, Travel-$97.00; John Vangenderen, Refund-$100.00; Johnson Controls, Repairs-$3,650.84; Jon Vermeulen, Travel-$73.00; Jones Supplies, Supplies-$1,191.39; Joshua D. Rempfer, Supplies-$22.80; Kathy Brink, Supplies-$130.99; KDLT-TV, Advertising-$3,022.00; Kelly Hohn, Contract Services-$365.00; Kevin Roth, Travel-$41.00; Kim Burg, Travel-$36.00; Kimball-Midwest, Supplies-$723.75; Krohmer Plumbing, Supplies-$127.02; KSFY, Advertising-$4,250.00; Kyleena Dumas, Reimbursement-$15.01; Lab LLC Digital Media, Advertising-$145.00; Lawson Products, Supplies-$349.66; Lions Club, Contract Services-$1,280.30; Lodge at Deadwood, Travel-$786.00; Loren Skinner, Travel-

$38.00; M & T Fire and Safety, Supplies-$73.00; Make It Mine Designs, Supplies-$80.10; Mark McMahon, Supplies-$112.50; Marlene Haines, Travel-$108.75; McFarland Supply, Supplies-$14.47; McLeod's Printing, Supplies-$602.50; Mebius Nursery & Landscaping, Repairs-$950.00; Menard's, Supplies-$1,521.57; Menning Backhoe, 2016-3 P.E. #1-$140,619.50; Mettler Implement, Supplies-$99.98; Meyers Oil, Supplies-$16,042.31; Micheal Poncelet, Refund-$571.60; Microsoft, Supplies-$672.50; Midcontinent Communication, Advertising-$7,641.00; Midwest Fire & Safety, Maintenance-$881.25; Midwest Laboratories, Supplies-$25.00; Midwest Turf & Irrigation, Supplies-$1,242.01; Mitchell Concrete Product, Supplies-$374.60; Mitchell Iron & Supply, Repair-$30.22; Mitchell Plumbing & Heating, Repairs-$675.85; Mitchell Telecom, Utilities-$68.37; Mitchell United Way, United Way-$175.42; Morgan Theeler, Klockwerks TIF-$13,109.31; Morris Equipment, Supplies-$256.51; Mueller Lumber, Supplies-$52.66; Muth Electric, Supplies-$416.22; Napa Auto Parts, Supplies-$46.28; Newman Traffic Signs, Supplies-$287.38; Northwestern Energy & Communications, Utilities-$10,701.89; Olsen Auction Service, Contract Services-$200.00; Pepsi Cola, Supplies-$369.30; Peter Arnold, Travel-$104.00; Porter Distributing, Supplies-$237.15; Powerphone, Recertification-$129.00; Qualified Presort, Contract Services-$541.22; Rausch, Sturm, Israel, Enerson, & Hornik, Garnishment-$237.81; Rew's TV Service, Supplies-$1,799.95; Richard Pollreisz, Travel-$83.00; Rockmount Research & Alloy, Supplies-$277.35; Ron's Bicycle and Locksmith, Service-$161.00; Ryan Titze, Reimbursement-$100.00; S & M Printing, Supplies-$775.00; Safe Sitter, Supplies-$103.50; Saga Communications of South Dakota, Advertising-$3,756.00; Sanitation Products, 2016-35 P.E. #1 Final-$33,250.00; Santel Communications, Professional Services-$1,575.00; Schoenfelder Construction, 2016-30 P.E. #2-$6,995.00; Scott Supply, Repairs-$854.91; Scott Ziebart, Reimbursement-$35.00; South Dakota Department of Health, Lab-$238.00; South Dakota Department of Revenue, License Plate & Title-$21.20; South Dakota Federal Property Agency, Vehicle-$17,800.00; South Dakota Municipal League, Travel-$65.00; South Dakota Newspaper Services, Advertising-$516.24; South Dakota One Call, Professional Services-$254.10; South Dakota Public Assurance Alliance, Liability Insurance-$648.00; South Dakota Retirement System, South Dakota Retirement Systems-$43,516.83; South Dakota-Supplemental Retirement, Supplemental Retirement-$3,441.66; South Dakota-Supplemental Roth 457, Roth 457 Contributions-$300.00; Secretary of State, Logo Filing Fee-$125.00; Secretary of State, Logo Filing Fee-$125.00; Sensus USA, Annual Support-$3,613.65; Sherwin-Williams, Supplies-$730.16; Shopko Stores Operating, Supplies-$30.84; Sign Pro, Supplies-$120.00; Standard Insurance Company, Life Insurance Deduct-$1,528.48; State Disbursement Unit, Child Support-$200.00; Sturdevant's Auto Parts, Supplies-$1,300.97; Subway, Meals-$67.00; Sun Gold Sports, Supplies-$74.25; Teamsters Local No. 120, Union Dues-$764.00; Tessier's, Repairs-$1,473.13; Thomas L Price, Professional Service-$700.00; Thune True Value Hardware, Supplies-$156.75; TK Electric, Repairs-$76.53; TMA Stores, Repair-$483.71; Top Grade Concrete, 2016-4A P.E. #5-$9,927.54; Tri Air Testing, Professional Services-$172.00; Tripp Fire Department, Rental-$972.50; Tylor Peterson, Travel-$62.00;

United Healthcare Services, Refund-$86.96; United Parcel Services Store #4227, Shipping-$13.78; Verizon Wireless, Utilities-$546.17; Veryl Hohn, Contract Services-$125.00; Walgreens, Supplies-$15.78; Water Environment Federation, Membership-$143.00; Well Beats, Basic Tests-$199.00; Wheelco Brake & Supply, Supplies-$44.07; Wholesale Electronics, Supplies-$87.36; Zimco, Supplies-$732.00.

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

CITIZENS INPUT:

Deputy Director of Public Works Terry Johnson informed the City Council that 5th Avenue will be open to the public on Wednesday, October 5th, 2016.

Chief of Public Safety Lyndon Overweg updated the City Council regarding the fundraising for the Veterans Park located at First Avenue and Main Street. Currently $175,000.00 in pledges and cash donations have been raised.

UPDATE:

Davison County Emergency Management Director, Jeff Bathke, presented the County Emergency Management Operations Plan. Bathke reviewed the Emergency Management's Overview plan, preparedness plan for a Disaster Declaration for the City of Mitchell, Davison County Search and Rescue and the National Incident Management System.

BOARD OF ADJUSTMENT:

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

SET DATES:

Moved by Robinson, seconded by Rice, to set date for 10-17-16 on the application of Roxie Ackman and Brittany Royston for a conditional use permit to operate a home occupation/beauty salon in their home located at 718 E 6th Avenue, legally described as Lot 11, Block 4, F.M. Greene Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

Moved by Tjarks, seconded by Allen, to set date for 10-17-16 on the application of Sue Burris for a front-yard variance of 15 feet vs 25 feet as required for construction of an unenclosed porch at her residence at 210 W 10th Ave, legally described as S 100 feet of Lot 10, Block 42, Capital Addition, City of Mitchell, Davison County, South Dakota. Motion carried.

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

CONSIDER APPROVAL:

Moved by Tjarks, seconded by Robinson, to approve and authorize the Mayor to sign the FYRA Engineering Proposal Steps 1-3 in the estimated amount of $73,000.00 of which $3,000.00 has been used for core sampling at Lake Mitchell for the lake improvement plan. Motion carried.

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

Moved by Olson, seconded by Rice, to approve and authorize the Mayor to sign the easement agreement between James River Property Group LLC and the City of Mitchell which will permit an existing sign to remain on City property that is located on the Northeast corner of 1st and Sanborn Blvd. Motion carried.

RESOLUTION:

Moved by Allen, seconded by Rice, to adopt Resolution #3385, A Plat of Lot D-1, A Subdivision of Lot D in the South East 1/4 of Section 3, Township 102 North, Range 60 West of the 5th P.M., Davison County, South Dakota as follows:

RESOLUTION # 3385
RESOLUTION OF THE CITY COUNCIL, CITY OF MITCHELL, SOUTH DAKOTA

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 26th day of September, 2016, and

WHEREAS, it appears from an examination of the plat of LOT D-1, A SUBDIVISION OF LOT D IN THE SE ¼ OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, 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 for in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT D-1, A SUBDIVISION OF LOT D IN THE SE ¼ OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

HEARING:

No testimony was heard from those in favor and those in opposition of the petition to vacate a portion of West 19th Avenue.

RESOLUTION:

Moved by Rice, seconded by Tjarks, to adopt Resolution #3386, Vacating a Portion of West 19th Avenue, as follows:

RESOLUTION #3386

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

WHEREAS, The Petition and consent in writing of CJM Consulting, Inc., a South Dakota Corporation, and the City of Mitchell, a South Dakota Municipal Corporation, respectfully in due and proper form, are requesting the Governing Body of the City of Mitchell to vacate the portion of the street currently known 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, T103N, R60W of the 5th PM, City of Mitchell, Davison County, South Dakota and right-of-way set forth below pursuant to the statutes in such cases made, and provided, particularly SDCL 9-45-7, et. Seq. and the petitioners respectfully show and represent the following:

A portion of the Subject Street and right-of-way to be vacated is as follows:

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, T103N, R60W of the 5th PM, City of Mitchell, Davison County, South Dakota; as shown on the plat recorded July 19, 2013, Book 29, Page 17 (and as shown in the Petition which is hereby incorporated by reference).

WHEREAS, the Petition was presented to the City Council of Mitchell, South Dakota, in a regular meeting assembled on the 1st day of September, 2016.

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

WHEREAS, This Council did, by proper motion, made, seconded and carried in regular meeting assembled on the 19th day of October, 2015 deem it proper that the matter be proceeded with and did order that the said Petition be filed with the City Finance Officer and did order said Finance Officer to give notice of a hearing thereon, by publication, as required by law, that said Petition had been filed and that the same would be heard and considered by the Governing Body of the said City on the 3rd day of October, 2016 at 6:30 p.m. in the Chambers of the City Council of the City of Mitchell, South Dakota; and

WHEREAS, Said Council did meet to consider and hear said Petition on the said 3rd day of October, 2016 at the time and place specified in said Notice, and that the said Petition was

duly heard and considered by this Council, the Petitioners and considerations of those objecting were heard by Council were presented in regards to said Petition, in writing or otherwise; and,

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

1. That due notice of the hearing of said Petition was given by the City Finance Officer by publication of a Notice thereof in the form as provided by law in the Mitchell Daily Republic, a newspaper, printed and published in the City of Mitchell, South Dakota, for two (2) successive weeks, to-wit: September 15 and September 22, 2016.

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Mitchell, South Dakota, in a regular meeting, on the 3rd day of October, 2016, that the street right-of-way identified 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, T103N, R60W of the 5th PM, City of Mitchell, Davison County, South Dakota; as shown on the plat recorded July 19, 2013, Book 29, Page 17 is hereby vacated.

Motion carried and resolution declared duly adopted.

ORDINANCES:

Moved by Olson, seconded by Barington, to place Ordinance #2552, Revising BID #2 on second reading. Motion carried. Moved by Allen, seconded by Barington, to adopt Ordinance #2552, as follows:

ORDINANCE #2552

AN ORDINANCE WHICH MODIFIES AND AMENDS 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.

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

Section 1. (Recitals pursuant to SDCL Chapter 9-55)

The Governing Body of the City of Mitchell, SD, incorporates by reference all recitals contained in previously adopted Ordinance No. 2441 as well as Ordinance No. 2521, which amended Ordinance No. 2441, and supplements said recitals as follows:

1. All recitals made in Ordinance No. 2441 and Ordinance No. 2521 are and shall be deemed incorporated herein by reference with the same effect as if set out herein in full, except as modified and/or supplemented as hereafter provided.

2. The continuation of the Sports and Events Authority (SEA), and the various activities undertaken by the SEA, contributes to the welfare of the youth citizens of the City and State, contributes to an increase in weekend long sporting events in the City, and helps maintain a competitive posture in respect to other cities and states in the region in respect to attracting events to the City which will utilize sporting activities in the City, particularly weekend long events during the non-tourist season.

3. The business improvement board required by SDCL 9-55-5 has been established with members appointed by prior resolution of the City Government, and said board remains in existence. Said board has, through majority vote of its members who are business operators or users of space within the existing boundaries of BID No. 2 have voted have voted to approve the amendments as provided in the Resolution of Intent (Resolution No. 3378) and as further provided in this ordinance. For purposes of compliance with SDCL Chapter 9-55, the City declares that said board exists prior to the adoption of this ordinance and will continue after the adoption of this amendment, as provided in prior resolutions of the Governing Body. Said board has recommended to the Governing Body the modification of revenues to be raised under said BID No. 2 and the use and application of the revenues collected pursuant thereto.

4. Hearing has been held as provided by law and the notice of hearing contained with the previously enacted Resolution of Intent (Resolution No. 3378) and, at said hearing, the Governing Body did receive evidence for and against the proposed modification of revenues to be raised and the use and application thereof and any objection(s) thereto did not equal or exceed a majority of the operators/owners of the motels and hotels within BID No. 2.

5. The tax imposed and based on rooms rented by the lodging establishments (hotels and motels) imposed upon transient guests does not exceed $2.00 per occupied room per night.

6. The Resolution of Intent (Resolution No. 3378) relating to this ordinance was adopted by the Governing Body on August 25, 2016.

7. The hearing on the proposed modifications of BID No. 2 was held on the 23rd day of September, 2016 at 12:00 PM in the chambers of the Mitchell City Council, at City Hall, 612 N Main, Mitchell, SD, following the notice period provided by law. No objections to the proposed modifications were made at said hearing or, alternatively, any objections made were less than a majority of the hotels and motels in the BID and were insufficient in number as required by law to terminate the proceedings as referenced herein.

8. The Business Improvement District (BID No. 2 as modified) was established pursuant to SDCL Chapter 9-55.

9. The purposes of the district remain as declared in Ordinances 2441 and 2521. The hotel/motel businesses located within BID No. 2, as previously expanded and modified, will be subject to the business tax of $1.50 per room per night on occupied rooms rented to transient guests, as the same is defined and provided in SDCL Chapter 9-55. Said tax shall be temporary as hereafter further described.

10. All boundaries remain as provided in Ordinance 2521 and are hereby incorporated by reference to the same legal effect as if set out in full.

Section 2.

Section 2 of Ordinance 2521, amending Section 4 of Ordinance 2441, (or as said ordinance may be codified) The Tax., is hereby amended to read as follows:

The Tax. There is hereby imposed, re-imposed, or continued a Tax upon the businesses within BID No. 2, subject to the limitations hereafter stated, of $1.50 per night per rented room on all Lodging Establishments with the Tax to commence and end, and with the revenue collected to be applied as hereafter provided. The Tax shall be paid and reported to the City on a form or forms provided by the City Finance Office.

Section 3.

Section 3 of Ordinance 2521, amending Section 5 of Ordinance 2441, (or as said ordinance may be codified) Application of Revenue, Effective Term, and Termination of Tax., is hereby amended to read as follows:

Application of Revenue, Effective Term, and Termination of Tax.

The Revenue produced by the BID Tax shall be applied to the following purposes; and the Revenue applied to each purpose and the effective term and termination of the Tax in respect to each purpose shall be as follows:

A) The tax shall commence on the first day of the first month following publication of this ordinance after adoption by the City of Mitchell, and the expiration of the referendum period following publication. The City Finance Officer shall give all affected persons at least twenty (20) days advance notice of the effective commencement date of the Tax (as provided in this ordinance).

B) 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.

C) 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 this ordinance is legally effective and shall automatically terminate unless further renewed by subsequent ordinance.

D) (This paragraph is not amended and shall remain as previously provided.)

E) At the time of the termination provided for in subsection C) above, unless renewed by further ordinance enactment of the City to be made only upon the consent of the majority of the Lodging Establishments within BID No. 2, the tax shall be reduced from $1.50 per rented room per night to $1.00 per rented room per night. At such time when termination provided for in both subsections B) and C) has occurred, unless the portion of the Tax provided for in C) above shall have been renewed, the Tax shall be fully terminated and BID No. 2 shall be dissolved.

Section 4.

All portions and provisions of Ordinances 2441 and 2521 not amended or modified by this ordinance shall continue and remain in effect according to the terms of said Ordinances 2441 and 2521. All portions and provisions of Ordinances 2441 and 2521 amended or modified by this ordinance 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.

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 Tjarks, seconded by Olson, to place Ordinance #2553, An Ordinance changing the District Classification of Lots 1 thru 9, Block 5, MLC Addition, in NE 1/4 of SW 1/4 of Section 28, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, SD from R2 Single Family Residential District to the Planned Unit Development (PUD) known as Mueller Lumber Morningview Subdivision and amending Ordinance 2430 that previously established the Planned Unit Development District known as Mueller Lumber Morningview Subdivision on first reading. Motion carried.

Moved by Allen, seconded by Tjarks, to place Ordinance #2554, Amending MCC 6-1-4(A) on Unreasonable Animal Noise on first reading. Motion carried.

AWARD BID:

Bids were opened and read on the Janitorial Supply Project #2016-42 on the 22nd of August, 2016 in the Council Chambers of City Hall. Moved by Olson, seconded by Rice, to reject all bids for the project.

Motion carried.

EXECUTIVE SESSION:

Moved by Tronnes, seconded by Olson, to go into Executive Session as permitted by SDCL 1-25-2 (3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters and (4)-Preparing for contract negotiations or negotiating with employees or employee representatives. Motion carried.

Mayor Toomey declared the board out of executive session at 8:50 p.m. and the City Council to reconvene in regular session at 8:51 p.m.

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

Michelle Bathke

_____

Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

CITY OF MITCHELL
CITY PLANNING COMMISSION
MINUTES, September 26, 2016

Call to Order: Vice-Chairman Everson called the September 26, 2016 City Planning Commission to order at 12:00 pm in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD.

Members Present: Everson, Griffith, Meyers and Schmucker

Members Absent: Larson, Fergen, Molumby and Allen

Others Present: McGannon, Putnam, London, Laursen, T. Johnson

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

Minutes: Motion by Schmucker, seconded by Griffith to approve the minutes of the September 12, 2016 meeting. All members present voting aye, motion carried.

Next Meeting: Motion by Griffith, seconded by Schmucker to schedule the next meeting for Tuesday, October 11, 2016. All members present voting aye, motion carried.

Plat: A Plat of Lot D-1, A Subdivision of Lot D in the SE ¼ of Section 3, T 102 N, R 60 W of the 5th P.M., Davison County, SD.

This plat is outside city's zoning jurisdiction, but within 3 miles of the city limits. The county will be hearing the plat soon. Motion by Griffith, seconded by Meyers to approve the plat. All members present voting aye, motion carried.

Rezone/Code Amendment: Lots 1 thru 9, Block 5, MLC Addition in the NE ¼ of SW ¼ of Section 28, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, SD. From R2 to Planned Unit Development District known as Mueller Lumber Morningview Subdivision and amending the existing PUD District.

Bob Mueller, Lumber Co. was present to answer questions about his proposal. Putnam informed the commission that his office has received inquiries about the amendments. This is the public hearing as required by city ordinance and state statute.

The public notice has been and will be published in the *Mitchell Daily Republic* on September 15, 22, and 29, 2016 and letters to the neighboring property owners were sent September 13, 2016.

Mueller, staff and Commission discussed covenants vs. an actual ordinance that codifies the construction standards.

Motion by Meyers, seconded by Schmucker to recommend approval of the rezoning and code amendment. All members present voting aye, motion carried.

Zoning District Amendment: Woodland Heights Planned Development District (Ethan Coop Lumber).

Dan Boehmer, representing Ethan Lumber, was present to answer questions about the proposed amendments to their development. They are looking at amending the standards and uses of a two areas of their project. In subarea A, they would like to allow one, two and three family dwellings and change the lot width and square footage of a lots. In subarea C, they would like to clarify 12 units as a permitted use and 13 or more as conditional use; change the lot width and square footage of a lots. The commission recommended some additional language that addresses a 'townhouse' concept allows a duplex or more units to be subdivided into smaller lots and that side yard setbacks on common walls be waived. Putnam will draft some language and bring back to the commission. This was discussion only, no action taken.

Possible Rezoning of City-Owned Properties. Putnam identified various city owned parcels that may be considered to be rezoned. He asked if the commission had any initial concerns, before formal hearings are schedules. The properties are currently used for 'open space' and 'recreational' purposes, but have commercial and residential zoning designations. The one exception is the waste/water treatment plan and old landfill properties, which are being used for city infrastructure and zoned UD. This was discussion only so action was taken.

Adjournment: Vice-Chairman Everson adjourned the meeting at 12:57 pm.

Jay C. Everson

Chairman

10-11-16

Date

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2016

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
GENERAL					
101-102 CASH CHANGE	200.00	0.00	0.00	200.00	0.00
101-1021 CASH CHANGE-PS	389.00	0.00	0.00	389.00	0.00
101-103 CASH CHANGE-FINANCE	300.00	0.00	0.00	300.00	0.00
101-104 CASH IN INT BEARING ACCTS	3,907,280.60	13,447,896.83	(13,170,114.85)	4,185,062.58	277,781.98
101-1044 INVESTMENT-FIT	97,766.51	0.78	(97,764.24)	3.05	(97,763.46)
101-1045 WELLS FARGO GOVT MM FUND	0.00	0.00	0.00	0.00	0.00
101-1046 COMMITTED CASH-COMM PROJECTS	0.00	0.00	0.00	0.00	0.00
101-1047 ASSIGNED CASH-FIRE EQUIP REP	300,000.00	0.00	(300,000.00)	0.00	(300,000.00)
101-10471ASSIGNED CASH-MIT TOWNSHIP	61,635.00	0.00	0.00	61,635.00	0.00
101-10472ASSIGNED CASH-SAT FIRE STAT	400,000.00	0.00	0.00	400,000.00	0.00
101-10473ASSIGNED CASH-LAKE SHORE STABI	85,000.00	0.00	0.00	85,000.00	0.00
101-1048 ASSIGNED CASH-EMS EQUIP REPL	100,000.00	0.00	0.00	100,000.00	0.00
101-1049 ASSIGNED CASH-27TH PAYROLL	180,000.00	0.00	0.00	180,000.00	0.00
101-105 CERT OF DEPOSIT-GENERAL FUND	100,000.00	0.00	0.00	100,000.00	0.00
101-1051 CERTIFICATE OF DEPOSIT-FIT	248,600.00	96,400.00	0.00	345,000.00	96,400.00
101-1052 RESTRICTED CD-2009 B-Y DSRF	622,595.00	0.00	0.00	622,595.00	0.00
101-1053 CERT OF DEPOSIT-GENERAL FUND	725,000.00	0.00	0.00	725,000.00	0.00
101-1054 CERT OF DEPOSIT-GENERAL FUND	0.00	0.00	0.00	0.00	0.00
101-1055 REST CD-2012/13 COMM PROJ DSRF	775,000.00	0.00	0.00	775,000.00	0.00
101-1056 RESTRICTED CD-	0.00	0.00	0.00	0.00	0.00
101-1057 CERT OF DEPOSIT-	0.00	0.00	0.00	0.00	0.00
101-1074 RES SAV-2012/13 COMM PROJ DSRF	115,996.52	0.00	0.00	115,996.52	0.00
101-1075 RESTRICTED SAV-2009 B-Y DSRF	30,068.20	0.00	0.00	30,068.20	0.00
101-1076 RESTRICTED SAVINGS-BID #2/SA	110,658.18	0.00	0.00	110,658.18	0.00
101-1078 RESTRICTED SAVINGS-	0.00	0.00	0.00	0.00	0.00
101-1079 RESTRICTED-STP PURPOSES	732,600.83	0.00	0.00	732,600.83	0.00
101-1512 INVESTMENTS - WELLS FARGO	0.00	0.00	0.00	0.00	0.00
TOTAL 101-GENERAL	8,593,089.84	(13,544,297.61)	(13,567,879.09)	8,569,508.36	(23,581.48)
PARK FUND					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	255,126.20	3,034,508.12	(2,270,561.35)	1,019,072.97	763,946.77
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	255,636.20	(3,034,508.12)	(2,270,561.35)	1,019,582.97	763,946.77
ENTERTAINMENT TAX					
211-104 CASH IN INT BEARING ACCTS	163,966.75	578,569.98	(610,669.89)	131,866.84	(32,099.91)
211-107 RESTRICTED CASH-BONDS	0.00	0.00	0.00	0.00	0.00
TOTAL 211-ENTERTAINMENT TAX	163,966.75	(578,569.98)	(610,669.89)	131,866.84	(32,099.91)

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2016

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
E-911 EMERGENCY					
214-104 CASH IN INT BEARING ACCTS	334,729.88	552,681.32	(628,204.20)	259,207.00	(75,522.88)
TOTAL 214-E-911 EMERGENCY	334,729.88	(552,681.32)	(628,204.20)	259,207.00	(75,522.88)
SPECIAL ASSESS REVOLVING					
216-104 CASH IN INT BEARING ACCTS	127,942.45	23,182.13	0.00	151,124.58	23,182.13
TOTAL 216-SPECIAL ASSESS REVOLVING	127,942.45	(23,182.13)	0.00	151,124.58	23,182.13
COMMUNITY SERVICES					
218-102 CASH CHANGE	0.00	0.00	0.00	0.00	0.00
218-104 CASH IN INT BEARING ACCTS	937,538.64	767,757.01	(769,591.68)	935,703.97	(1,834.67)
TOTAL 218-COMMUNITY SERVICES	937,538.64	(767,757.01)	(769,591.68)	935,703.97	(1,834.67)
NUTRITION					
219-102 CASH CHANGE	25.00	0.00	0.00	25.00	0.00
219-104 CASH IN INT BEARING ACCTS	301,521.98	225,145.07	(213,069.87)	313,597.18	12,075.20
TOTAL 219-NUTRITION	301,546.98	(225,145.07)	(213,069.87)	313,622.18	12,075.20
LIBRARY FINES FUND					
226-104 CASH IN INT BEARING ACCTS	42,864.30	28,807.35	(9,495.93)	62,175.72	19,311.42
TOTAL 226-LIBRARY FINES FUND	42,864.30	(28,807.35)	(9,495.93)	62,175.72	19,311.42
DEBT SER-TID #5 IVERSON					
302-104 CASH IN INT BEARING ACCTS	5,408.36	31,645.57	(3,058.73)	33,995.20	28,586.84
TOTAL 302-DEBT SER-TID #5 IVERSON	5,408.36	(31,645.57)	(3,058.73)	33,995.20	28,586.84
DEBT SER-TID #7 WSTWD ADD					
303-104 CASH IN INT BEARING ACCTS	57,889.13	91,187.36	(149,076.49)	0.00	(57,889.13)
TOTAL 303-DEBT SER-TID #7 WSTWD ADD	57,889.13	(91,187.36)	(149,076.49)	0.00	(57,889.13)
DEBT SER-TID #8 CONF CTR					
304-104 CASH IN INT BEARING ACCTS	33,019.57	134,748.18	(51,701.16)	116,066.59	83,047.02
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	33,019.57	(134,748.18)	(51,701.16)	116,066.59	83,047.02
DEBT SERV-TID #9 VANTAGE					
305-104 CASH IN INT BEARING ACCTS	0.00	31,541.12	(36,643.39)	(5,102.27)	(5,102.27)
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	(31,541.12)	(36,643.39)	(5,102.27)	(5,102.27)
DEBT SERV-TID #10 MADC					
306-104 CASH IN INT BEARING ACCTS	166,385.94	96,684.25	(20,882.36)	242,187.83	75,801.89
TOTAL 306-TID #10-MADC BUSIN PARK	166,385.94	(96,684.25)	(20,882.36)	242,187.83	75,801.89

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2016

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
TID #13 - MTI SOUTH CAMP					
307-104 CASH IN INT BEARING ACCTS	0.00	39,953.36	(39,953.36)	0.00	0.00
TOTAL 307-TID #13-MTI SOUTH CAMPUS	0.00	(39,953.36)	(39,953.36)	0.00	0.00
TID #14 - PEPSI WIS-PAK					
308-104 CASH IN INT BEARING ACCTS	0.00	25,016.45	(24,095.42)	921.03	921.03
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	(25,016.45)	(24,095.42)	921.03	921.03
TID #15 - PROBUILD					
309-104 CASH IN INT BEARING ACCTS	1,259.68	33,177.12	(32,381.67)	2,055.13	795.45
TOTAL 309-TID #15 - PROBUILD	1,259.68	(33,177.12)	(32,381.67)	2,055.13	795.45
TID #16 - INNOVATIVE SYS					
310-104 CASH IN INT BEARING ACCTS	13,741.07	13,371.79	(11,868.57)	15,244.29	1,503.22
TOTAL 310-DEBT SERV-TID #16-INNOVAT	13,741.07	(13,371.79)	(11,868.57)	15,244.29	1,503.22
TID #17 - WOODS ADDITION					
311-104 CASH IN INT BEARING ACCTS	18,318.10	37,257.04	(24,016.89)	31,558.25	13,240.15
TOTAL 311-DEBT SERV-TID #17-WOODS	18,318.10	(37,257.04)	(24,016.89)	31,558.25	13,240.15
TIE #18 - STARLITE ESTAT					
312-104 CASH IN INT BEARING ACCTS	0.00	35,325.96	(35,325.96)	0.00	0.00
TOTAL 312-TID #18-STARLITE ESTATES	0.00	(35,325.96)	(35,325.96)	0.00	0.00
TID #19 - ANTACH/MHA					
313-104 CASH IN INT BEARING ACCTS	1,807.58	6,814.96	(12,438.81)	(3,816.27)	(5,623.85)
TOTAL 313-TID #19 ANTACH/MHA	1,807.58	(6,814.96)	(12,438.81)	(3,816.27)	(5,623.85)
TID #20 - MORRIS					
314-104 CASH IN INT BEARING ACCTS	7,573.87	0.00	(7,573.87)	0.00	(7,573.87)
TOTAL 314-TID #20-MORRIS	7,573.87	0.00	(7,573.87)	0.00	(7,573.87)
CITY HALL CONSTRUCT PROJ					
525-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 525-CITY HALL CONSTRUCT PROJ	0.00	0.00	0.00	0.00	0.00
MTI - TID #13					
528-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 528-MTI - TID #13	0.00	0.00	0.00	0.00	0.00
PEPSI WAREHOUSE TID #14					
530-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 530-PEPSI WAREHOUSE TID #14	0.00	0.00	0.00	0.00	0.00

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2016

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
PRO-BUILD - TID #15					
531-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 531-PRO-BUILD - TID #15	0.00	0.00	0.00	0.00	0.00
LIBRARY RENOVATION PROJ					
532-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 532-LIBRARY RENOVATION PROJ	0.00	0.00	0.00	0.00	0.00
MAC ADDITION PROJECT					
533-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 533-MAC ADDITION PROJECT	0.00	0.00	0.00	0.00	0.00
STARLITE ESTATES TID #18					
534-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 534-STARLITE ESTATES TID #18	0.00	0.00	0.00	0.00	0.00
WOODS ADDITION TID #17					
535-104 CASH IN INT BEARING ACCTS	0.00	43,438.14	(43,438.14)	0.00	0.00
TOTAL 535-WOODS ADDITION-TID #17	0.00	(43,438.14)	(43,438.14)	0.00	0.00
ANTACH/MHA-TID #19					
536-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 536-ANTACH/MHA-TID #19	0.00	0.00	0.00	0.00	0.00
INDOOR SWIMMING POOL					
537-104 CASH IN INT BEARING ACCTS	5,558,880.00	5,139.93	(273,260.69)	5,290,759.24	(268,120.76)
TOTAL 537-INDOOR SWIMMING POOL	5,558,880.00	(5,139.93)	(273,260.69)	5,290,759.24	(268,120.76)
INNOVATIVE SYSTEMS #16					
538-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 538-INNOVATIVE SYSTEMS-TID 16	0.00	0.00	0.00	0.00	0.00
KUSTOM CYCLES-TID #22					
539-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 539-KUSTOM CYCLES-TID #22	0.00	0.00	0.00	0.00	0.00
WATER					
602-104 CASH IN INT BEARING ACCTS	1,206,384.22	2,201,848.47	(1,786,872.60)	1,621,360.09	414,975.87
602-1046 INVESTMENTS	0.00	0.00	0.00	0.00	0.00
602-107 RESTRICTED CASH B-Y WATER	0.00	0.00	0.00	0.00	0.00
602-1071 CERTIFICATE OF DEPOSIT-WATER	0.00	0.00	0.00	0.00	0.00
602-1072 WATER OPERATING CERT OF DEPOSI	50,000.00	0.00	0.00	50,000.00	0.00
602-1073 RESTRICTED CASH-BROIN PIPELINE	0.00	0.00	0.00	0.00	0.00
TOTAL 602-WATER	1,256,384.22	(2,201,848.47)	(1,786,872.60)	1,671,360.09	414,975.87

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2016

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
SEWER					
604-104 CASH IN INT BEARING ACCTS	730,789.61	1,579,071.06	(1,936,070.39)	373,790.28	(356,999.33)
604-1046 INVESTMENTS	0.00	0.00	0.00	0.00	0.00
604-105 CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00	0.00
604-10701DESIGNATED CASH-STORM SEWER	324,321.59	93,042.00	0.00	417,363.59	93,042.00
604-1071 RESTRICTED CASH-SEWER REPLACE	80,000.00	0.00	0.00	80,000.00	0.00
604-1072 RESTRICTED CD'S-SEWER REPLACE	0.00	0.00	0.00	0.00	0.00
TOTAL 604-SEWER	1,135,111.20	(1,672,113.06)	(1,936,070.39)	871,153.87	(263,957.33)
AIRPORT					
606-104 CASH IN INT BEARING ACCTS	165,083.85	94,244.25	(272,997.72)	(13,669.62)	(178,753.47)
TOTAL 606-AIRPORT	165,083.85	(94,244.25)	(272,997.72)	(13,669.62)	(178,753.47)
SANITATION					
612-102 CASH CHANGE	300.00	0.00	0.00	300.00	0.00
612-104 CASH IN INT BEARING ACCTS	2,232,380.12	1,830,061.16	(1,280,550.92)	2,781,890.36	549,510.24
612-1041 LANDFILL CLOSURE RESERVES	0.00	0.00	0.00	0.00	0.00
612-1042 MRLF CLOSURE/POST CLOSURE RESE	0.00	0.00	0.00	0.00	0.00
612-1043 MRLF CELL CONSTRUCTION RESERVE	0.00	0.00	0.00	0.00	0.00
612-1046 INVESTMENT FOR LF POST-CLOSURE	576,354.33	9,653.77	0.00	586,008.10	9,653.77
612-1047 INVESTMENT FOR MRLF CL/POST-C	353,406.28	55,003.07	0.00	408,409.35	55,003.07
612-107 RESTRICTED CASH-	0.00	0.00	0.00	0.00	0.00
612-1071 RESTRICTED CASH-2004 RLFL #1	13,622.00	0.00	0.00	13,622.00	0.00
612-1072 RESTRICTED CASH-2004 RLFL #2	14,318.00	0.00	0.00	14,318.00	0.00
TOTAL 612-SANITATION	3,190,380.73	(1,894,718.00)	(1,280,550.92)	3,804,547.81	614,167.08
CORN PALACE					
613-102 ATM CASH CHANGE	10,000.00	0.00	0.00	10,000.00	0.00
613-1021 CASH CHANGE	6,620.00	0.00	0.00	6,620.00	0.00
613-104 CASH IN INT BEARING ACCTS	389,145.13	1,354,923.67	(1,646,770.73)	97,298.07	(291,847.06)
613-1071 RESTRICTED SINKING BONDS	0.00	0.00	0.00	0.00	0.00
613-1072 DESIGNATED CP TILES-PHASE 2	268,086.00	0.00	0.00	268,086.00	0.00
613-1073 DESIGNATED FOR CAPITAL IMPROVE	19,605.54	8,927.17	0.00	28,532.71	8,927.17
TOTAL 613-CORN PALACE	693,456.67	(1,363,850.84)	(1,646,770.73)	410,536.78	(282,919.89)
GOLF COURSE					
614-104 CASH IN INT BEARING ACCTS	39,633.50	369,235.58	(331,082.81)	77,786.27	38,152.77
614-1052 CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00	0.00
TOTAL 614-GOLF COURSE	39,633.50	(369,235.58)	(331,082.81)	77,786.27	38,152.77
HEALTH INSURANCE					
652-104 CASH IN INT BEARING ACCTS	528,232.85	2,092,835.10	(1,818,261.91)	802,806.04	274,573.19
652-107 RESTRICTED CD'S	0.00	0.00	0.00	0.00	0.00
TOTAL 652-HEALTH INSURANCE	528,232.85	(2,092,835.10)	(1,818,261.91)	802,806.04	274,573.19

CASH BALANCES REPORT

AS OF: SEPTEMBER 30TH, 2016

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
AGENCY FUNDS					
700-104 CASH IN INT BEARING ACCTS	11,589.83	765,786.79	(777,376.62)	0.00	(11,589.83)
700-1041 BID DEPOSITS	6,750.10	16,100.00	(7,000.00)	15,850.10	9,100.00
700-10411CORN PALACE GAMES	9,129.97	183,045.12	(180,693.79)	11,481.30	2,351.33
700-1042 REVENUE FOR STATE	8,359.23	87,391.55	(83,725.96)	12,024.82	3,665.59
700-10423FRINGE BENEFITS	6,595.85	48,576.09	(46,108.96)	9,062.98	2,467.13
700-1044 PARKS & RECREATION	33,028.71	54,420.10	(47,608.18)	39,840.63	6,811.92
700-1045 MCSF ROUND-UP	625.59	1,819.48	(1,857.32)	587.75	(37.84)
700-1046 JVCC	1.46	3,749.25	(3,692.41)	58.30	56.84
700-1050 PUBLIC SAFETY-DARE	2,070.79	0.00	(192.49)	1,878.30	(192.49)
TOTAL 700-AGENCY FUNDS	78,151.53	(1,160,888.38)	(1,148,255.73)	90,784.18	12,632.65
SPECIAL ASSESSMENT-710					
710-104 CASH IN INT BEARING ACCTS	413,082.62	96,706.74	(140,001.36)	369,788.00	(43,294.62)
TOTAL 710-SPECIAL ASSESSMENT-710	413,082.62	(96,706.74)	(140,001.36)	369,788.00	(43,294.62)
2005 STREET CONST					
720-104 CASH IN INT BEARING ACCTS	74.73	8,366.31	(11,915.35)	(3,474.31)	(3,549.04)
TOTAL 720-2005 STREET CONST	74.73	(8,366.31)	(11,915.35)	(3,474.31)	(3,549.04)
2011 STREET CONST					
724-104 CASH IN INT BEARING ACCTS	249,999.56	99,166.21	(7,440.00)	341,725.77	91,726.21
TOTAL 724-2011 STREET CONSTRUCTION	249,999.56	(99,166.21)	(7,440.00)	341,725.77	91,726.21
MMS&B LOAN PROGRAM					
750-104 CASH IN INT BEARING ACCTS	42,154.00	0.00	0.00	42,154.00	0.00
TOTAL 750-MMS&B LOAN PROGRAM	42,154.00	0.00	0.00	42,154.00	0.00
FLEXIBLE SPENDING ACCT					
753-104 CASH IN INT BEARING ACCTS	6,032.45	68,347.09	(68,622.61)	5,756.93	(275.52)
TOTAL 753-FLEXIBLE SPENDING ACCT	6,032.45	(68,347.09)	(68,622.61)	5,756.93	(275.52)
GRAND TOTAL	24,419,376.25	(30,502,569.85)	(29,284,029.65)	25,637,916.45	1,218,540.20

*** END OF REPORT ***

CITY OF MITCHELL

1ST & 2ND PENNY SALES TAX

Quarterly Collection History

Reported figures reflect actual collections for each one cent of sales tax.

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2002	**3,140,778.19**	2.08%	553,175.32	720,090.58	877,859.80	989,652.49
2003	**3,330,534.03**	6.04%	620,891.35	772,491.26	877,074.05	1,060,077.37
2004	**3,897,139.78**	17.01%	747,647.41	850,221.65	1,010,459.71	1,288,811.01
2005	**4,180,675.16**	7.28%	875,533.35	1,004,393.22	1,085,727.87	1,215,020.72
2006	**4,369,177.22**	4.51%	944,996.30	984,092.37	1,116,408.39	1,323,680.16
				1,929,088.67	3,045,497.06	4,369,177.22
2007	**4,358,967.44**	-0.26%	831,581.64	1,070,086.23	1,167,300.57	1,289,999.00
				1,901,667.87	3,068,968.44	4,358,967.44
2008	**4,591,039.79**	5.32%	939,417.67	1,025,576.61	1,220,980.80	1,405,064.71
				1,964,994.28	3,185,975.08	4,591,039.79
2009	**4,453,158.83**	-3.00%	1,026,792.66	818,283.90	1,312,636.38	1,295,445.89
				1,845,076.56	3,157,712.94	4,453,158.83
2010	**4,742,773.61**	6.50%	1,004,206.79	996,391.49	1,175,091.40	1,567,083.93
			-2.19%	2,000,598.28 +8.41%	3,175,689.68 +0.56%	4,742,773.61 +6.50%
2011	**4,916,440.28**	3.66%	998,091.40	1,176,128.73	1,307,903.85	1,434,316.30
			-0.61%	2,174,220.13 +8.68%	3,482,123.98 +9.67%	4,916,440.28 +3.66%
2012	**5,368,608.63**	9.20%	1,143,164.57	1,218,120.94	1,418,090.62	1,589,232.50
			14.54%	2,361,285.51 +8.60%	3,779,376.13 +8.54%	5,368,608.63 +9.20%
2013	**5,213,186.08**	-2.89%	1,136,426.56	1,191,087.68	1,399,370.45	1,486,301.39
			-0.59%	2,327,514.24. -1.43%	3,726,884.69. -1.41%	5,213,186.08 -2.89%
2014	**5,408,745.24**	3.75%	1,132,139.50	1,177,315.69	1,503,870.05	1,595,420.00
			-0.37%	2,309,455.19. -0.78%	3,813,325.24 2.32%	5,408,745.24 3.75%
2015	**5,560,346.84**	2.80%	1,246,307.22	1,111,031.77	1,542,948.86	1,660,058.99
			10.08%	2,357,338.99 2.07%	3,900,287.85 2.28%	5,560,346.84 2.80%
2016	**5,590,000.00**	1.31%	1,121,498.95	1,189,015.16	1,640,952.14	
	Budget		-10.01%	2,310,514.11 -1.99%	3,951,466.25 1.31%	

CITY OF MITCHELL

1ST & 2ND PENNY SALES TAX

Monthly Collection History

YEAR	BUDGET AMOUNT:	BUDGETED % OF INCREASE:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2002**	3,227,000	3.50	3,140,778.19	2.08		235,739.05	317,436.27	160,813.48	350,805.63	208,471.47	248,244.60	302,934.90	326,680.30	215,794.04	287,815.54	486,042.91	
2003	3,238,222	3.00	3,330,534.03	6.04	55,414.28	319,906.74	245,570.33	210,883.16	275,083.78	286,524.32	256,805.01	322,614.24	297,654.80	369,925.83	196,589.74	493,561.80	
2004x	3,495,000	4.50	3,897,139.78	17.01	32,661.41	364,267.48	350,718.52	256,282.88	340,669.89	253,268.88	300,340.37	375,954.82	334,164.52	278,428.25	443,603.15	566,779.61	
2005x	3,756,000	4.00	4,180,675.16	7.28	191,053.34	200,792.83	483,687.18	266,905.61	277,737.41	459,750.20	281,502.50	437,115.45	367,109.92	353,541.90	389,922.35	471,556.47	
2006x#	4,160,000	3.00	4,369,177.22	4.51	265,239.65	413,014.63	266,742.02	247,736.84	155,461.79	580,893.74	148,987.52	572,960.51	394,460.36	406,269.00	307,530.66	609,880.50	
2007x#	4,450,000	2.50	4,358,967.44	(0.26)		394,603.63	436,978.01	165,443.80	532,520.33	372,122.10	147,000.62	683,644.56	336,655.39	372,405.63	297,586.99	620,006.38	
2008#	4,500,000	1.50	4,591,039.79	5.32	202,264.25	404,049.64	333,103.78	256,037.43	386,069.79	383,469.39	405,549.63	433,931.81	381,499.36	384,137.15	408,027.18	612,900.38	
2009#	4,630,000	1.50	4,453,158.83	(3.00)	278,866.43	354,799.27	393,126.96	254,370.86	394,943.70	168,969.34	549,674.47	361,205.67	401,756.24	433,862.91	338,505.25	523,077.73	
2010^	4,680,000	1.00	4,742,773.61	6.50	268,490.26	356,710.90	379,005.63	334,120.30	338,671.95	323,599.24	497,044.67	458,154.87	219,891.86	500,224.92	524,161.12	542,697.89	
2011+	4,750,000	1.50	4,916,440.28	3.66	250,103.91	365,260.54	382,726.95	412,828.04	393,665.81	369,634.88	432,490.26	545,861.28	329,552.31	385,888.30	469,123.49	579,304.51	
2012	4,975,000	2.50	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53	
2013	5,228,000	2.50	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15	
2014	5,375,000	2.00	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65	
2015	5,375,000	0.00	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07	Monthly Total
					339,858.56	824,004.99	1,246,307.22	1,628,018.12	2,088,741.73	2,357,338.99	3,003,524.81	3,430,631.72	3,900,287.85	4,415,927.78	4,855,752.77	5,560,346.84	To Date Total
							1,121,498.95			1,189,015.16			1,640,952.14			0.00	Quarter Total
2016	5,590,000	4.00	3,951,466.25	1.31	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	0.00	0.00	0.00	Monthly Total
					262,045.44	716,741.53	1,121,498.95	1,578,674.93	2,005,861.85	2,310,514.11	2,946,743.80	3,442,230.67	3,951,466.25	3,951,466.25	3,951,466.25	3,951,466.25	To Date Total
					-22.90%	**-13.02%**	**-10.01%**	**-3.03%**	**-3.97%**	**-1.99%**	**-1.89%**	**0.34%**	**1.31%**	**0.00%**	**0.00%**	**0.00%**	TO DATE %

**	Adjusted for Sales Tax Overpayment to reflect what actual collections were for 1998-2002. Repayment made July 2002 through June 2003 in the amount of $17,629.77 per penny, per month, but total collection figures shown.
x	Adjusted for Sales Tax Overpayment to reflect what actual collections were for 2004-2007. Repayment made August 2007 through July 2008 in the amount of $7,886.76 per penny, per month, but total collection figures shown.
#	Adjusted for Sales Tax Overpayment to reflect what actual collections were for 2006-2009. Repayment made Jan. 2010 and Feb. 2010 in the amount of $10,804.90 per penny, per month, but total collection figures shown.
^	Adjusted for DRR encoding error in March and April. Repayment made June 2010 throught December 2010 in the amount of $13,892.02 per penny, per month.
+	Adjusted for Sales Tax Repayment to the City of Mitchell from the Dept. of Revenue in the amount of $179,411.96 ($89,705.98 per penny).

CITY OF MITCHELL
ENTERTAINMENT TAX
Quarterly Collection History

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2002	**457,812.91**	7.98%	69,736.91	88,997.92	150,366.77	148,711.31
2003	**457,320.44**	-0.10%	72,992.44	94,158.58	140,715.23	149,454.19
2004	**494,711.82**	8.18%	81,434.93	95,873.54	150,386.18	167,017.17
				177,308.47	327,694.65	494,711.82
2005	**549,693.20**	11.11%	97,166.30	128,055.06	156,859.33	167,612.51
			19.30%	225,221.36 27.0%	382,080.69 16.6%	549,693.20 11.11%
2006	**586,563.78**	6.70%	96,131.18	109,605.64	156,142.57	224,684.39
			-1.1%	205,736.82 -8.65%	361,879.39 -5.3%	586,563.78 6.7%
2007	**590,185.23**	0.62%	97,137.94	120,755.51	180,254.73	192,037.05
			1.01%	217,893.45 5.9%	398,148.18 10.01%	590,185.23 0.62%
2008	**597,285.01**	1.20%	108,620.07	120,662.45	165,739.26	202,263.23
			11.82%	229,282.52 5.22%	395,021.78 -0.85%	597,285.01 1.20%
2009	**613,011.40**	2.63%	112,007.82	106,931.08	206,211.70	187,860.80
			3.12%	218,938.90 -4.51%	425,150.60 7.62%	613,011.40 2.63%
2010	**664,564.41**	8.40%	120,615.39	126,204.70	191,386.37	226,357.95
			7.68%	246,820.09 12.73%	438,206.46 3.07%	664,564.41 8.40%
2011	**656,532.15**	-1.21%	118,695.00	136,300.85	208,391.15	193,145.15
			-1.61%	254,995.85 3.31%	463,387.00 5.75%	656,532.15 -1.21%
2012	**697,676.11**	6.27%	125,969.05	147,874.96	203,448.99	220,383.11
			6.13%	273,844.01 7.39%	477,293.00 3.0%	697,676.11 6.27%
2013	**691,101.94**	-0.94%	131,955.75	144,977.31	221,211.54	192,957.34
			4.53%	276,933.06 1.13%	498,144.60 4.37%	691,101.94 -0.94%
2014	**725,646.21**	5.00%	135,546.54	142,149.17	225,519.46	222,431.04
			2.72%	277,695.71 0.28%	503,215.17 1.02%	725,646.21 5.00%
2015	**770,673.56**	6.21%	154,511.20	146,311.07	253,959.91	215,891.12
			13.99%	300,822.27 8.33%	554,782.44 10.25%	770,673.56 6.21%
2016	**750,000.00**	-0.28%	145,551.59	157,655.63	250,026.46	
	Budget		-5.80%	303,207.22 .79%	553,233.68 -.28%	

CITY OF MITCHELL

3RD PENNY SALES TAX

MONTHLY COLLECTION HISTORY

YEAR	BUDGET AMOUNT:	BUDGETED % OF INCREASE:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2002	430,000	3.50	457,812.91	7.98		31,347.30	38,389.61	17,679.38	41,898.36	29,420.18	37,466.55	55,233.01	57,667.21	42,552.21	40,454.86	65,704.24	
2003	449,000	4.50	457,320.44	(0.10)	10,815.09	29,879.62	32,297.73	26,394.67	34,355.99	33,407.92	37,382.91	49,378.61	53,953.71	58,029.16	24,837.25	66,587.78	
2004	500,000	4.50	494,711.82	8.18	7,544.08	34,089.38	39,801.47	26,416.29	36,579.88	32,877.37	39,799.78	55,879.56	54,706.84	41,683.10	61,607.58	63,726.49	
2005	512,500	2.50	549,693.20	11.11	14,897.12	25,311.86	56,957.32	36,297.18	37,020.45	54,737.43	29,765.94	69,279.94	57,813.45	48,216.80	54,337.03	65,058.68	
2006	520,000	2.50	586,563.78	6.70	20,945.02	47,703.51	27,482.65	22,250.04	21,322.42	66,033.18	10,737.66	78,768.89	66,636.02	50,378.63	50,531.06	123,774.70	
2007	550,000	2.50	590,185.23	0.62		44,102.56	53,035.38	17,767.98	60,142.22	42,845.31	23,494.71	101,600.47	55,159.55	64,161.07	45,268.35	82,607.63	
2008	606,000	3.50	597,285.01	1.20	22,308.43	44,546.89	41,764.75	32,490.10	41,587.32	46,585.03	45,353.47	64,356.19	56,029.60	43,827.68	75,640.52	82,795.03	
2009	621,000	2.50	613,011.40	2.63	22,851.48	38,584.53	50,571.81	34,668.15	47,827.37	24,435.56	77,976.98	58,288.47	69,946.25	68,167.22	49,813.37	69,880.21	
2010	621,000	2.00	664,564.41	8.40	31,043.18	33,390.75	56,151.46	37,944.29	44,431.40	43,859.01	70,222.72	69,888.47	51,275.18	75,773.49	77,286.38	73,298.08	
2011	633,000	2.00	656,532.15	(1.21)	26,671.51	39,718.12	52,305.37	38,082.17	55,190.54	43,028.14	60,191.20	88,869.14	59,330.81	63,627.23	61,965.11	67,552.81	
2012	685,000	1.50	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15	
2013	698,000	2.00	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53	
2014	722,000	2.00	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95	
2015	722,000	0.00	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53	Monthly Total
					40,576.25	99,792.05	154,511.20	200,372.83	262,116.84	300,822.53	389,544.85	470,649.59	554,782.44	627,273.13	697,730.03	770,673.56	To Date Total
							145,551.59			157,655.63			250,026.46			0.00	Quarter Total
2016	750,000	4.00	553,233.68	0.28	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	0.00	0.00	0.00	Monthly Total
					41,867.71	92,877.17	145,551.59	208,695.30	258,241.49	303,207.22	389,966.15	467,084.90	553,233.68	553,233.68	553,233.68	553,233.68	To Date Total
					3.18%	**-6.93%**	**-5.80%**	**4.15%**	**-1.48%**	**0.79%**	**0.11%**	**-0.76%**	**-0.28%**	**0.00%**	**0.00%**	**0.00%**	TO DATE %

August 1, 2016

To: Mayor & City Council
Re: Mowing

Date	NAME	ADDRESS	Mow	Mowing Service	COST	FEE
8/5/2016	Muller	522 W. 4th	Y	Kelly Hohn	$45.00	$50.00
8/5/2016	Mackoff-Kellogg	420 E. Douglas	Y	Kelly Hohn	$45.00	$50.00
8/23/2016	Thomas Case	508 W. Cedar	Y	AAA	$55.00	$50.00
8/23/2016	Greg & Dave Wise	616 N. Sanborn	Y	AAA	$55.00	$50.00
8/23/2016	Rebecca Fischer	1021 E. 5th	Y	AAA	$55.00	$50.00
8/5/2016	Larson	220 E. 6th	Y	Hohn Services	$75.00	$50.00
8/5/2016	Dale Schleder Trust	822 E. 6th	Y	Hohn Services	$75.00	$50.00
8/25/2016	Vicki Johnson	701 E. Ash	Y	Hohn Services	$75.00	$50.00
8/25/2016	Dale Schleder Trust	822 E. 6th	Y	Hohn Services	$75.00	$50.00
8/22/2016	BNSF	Burr & Ash	Y	Kelly Hohn	$90.00	$50.00
8/22/2016	BNSF	Ohlman & W. Hanson	Y	Kelly Hohn	$30.00	$50.00
8/22/2016	Robert Nyreen	201 N. Main	Y	Kelly Hohn	$30.00	$50.00
8/22/2016	Schuppan	1109 S. Rowley	Y	Kelly Hohn	$30.00	$50.00
Total					**$735.00**	**$650.00**

Sincerely

Wade London
Code Enf.

September 1, 2016

To: Mayor & City Council
Re: Mowing

Date	NAME	ADDRESS	Mow	Mowing Service	COST	FEE
9/3/2016	Majercik	618 E. 4th	Y	AAA	$55.00	$50.00
9/3/2016	Hansing	608 N. Minnesota	Y	AAA	$55.00	$50.00
9/22/2016	BNSF	Burr & Ash	Y	Kelly Hohn	$90.00	$50.00
9/22/2016	BNSF	Ohlman & W. Hanson	Y	Kelly Hohn	$30.00	$50.00
9/22/2016	Robert Nyreen	201 N. Main	Y	Kelly Hohn	$30.00	$50.00
9/23/2016	CB Rentals LLC	1008 W. 3rd	Y	Kelly Hohn	$35.00	$50.00
9/23/2016	Korzan	215 W. 3rd	Y	AAA	$55.00	$50.00
9/23/2016	Fischer	1021 E. 5th	Y	AAA	$55.00	$50.00
9/23/2016	AQOP	1100 E. 6th	Y	AAA	$55.00	$50.00
9/23/2016	Claasen	608 N. Mentzer	Y	AAA	$55.00	$50.00
9/23/2016	Schleder	518 N. Rowley	Y	AAA	$55.00	$50.00
9/23/2016	Miller	600 E. 2nd	Y	AAA	$63.00	$50.00
9/23/2016	Anderson	812 E. 6th	Y	Hohns Services	$75.00	$50.00
9/23/2016	Johnson	701 E. Ash	Y	Hohns Services	$75.00	$50.00
9/23/2016	Schleder	822 E. 6th	Y	Hohns Services	$75.00	$50.00
Total					**$858.00**	**$750.00**

Sincerely,

Wade London
Code Enf.

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

Airport Board Minutes
August 9, 2016

The meeting was called to order by Tom Case, 12:00 pm, at the airport. Members present were George Bittner, Levi Koerner, Tom Case, and Darren Brewster. Others present were: Mike Scherschligt.

Public Input: None

The minutes of July 2016 were presented. A motion was made by Darren Brewster, seconded by Levi Koerner to approve. Motion carried, minutes approved.

The following bills were presented for payment:

Agronomy Plus	$ 299.78
Dakota Supply Group	$ 260.81
Honda of Mitchell	$ 15.95
Menard's Inc.	$ 208.90
Thune True Value Hardware	$ 51.97
Tractor Supply	$ 192.97
Walmart	$ 62.44
Northwestern Energy	$ 781.34
Wright Bros. Aviation	$ 500.00
	$2,374.16

A motion was made Darren Brewster and seconded by Levi Koerner to approve the bills of July 2016 as presented. Motion carried, bills approved for payment.

The Financial Report for July 2016 was available. Motion made by Levi Koerner to approve the reports. Seconded by Darren Brewster to approve. Motion passed.

City of Mitchell

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(AIR VENTURE CUP - CONCLUSION) The 2016 Air Venture Cup event went well, with over 2,000 in attendance, and 170 free Young Eagles. The weather cooperated and the aircraft were able to launch early Sunday morning.

(ALFALFA – SWITCH TO HAY / PASTURE GRASS) The airport is required to maintain extended safety zones along runways, and RPZ approach surfaces. This is currently a combination of grass and alfalfa. The 150 acres of alfalfa is becoming increasingly difficult to maintain. For example, when advertised for agricultural leases, the airport has specified 150 acres to remain alfalfa. Unfortunately alfalfa needs to be rotated every 3-4 years. This rotation creates tremendous expense, and leaves those acres without any production for extended periods of time. Alfalfa is, also, difficult to maintain in certain areas due to weeds, drought and not being able to use chemical applications. The best solution to this issue would be to change the roughly 150 acres to a quality hayable grass. This will still meet all safety requirements, and be easy to (maintain/advertise) and never need rotation. The recommendation would be to use a Millborn #3 Hay & Pasture mix (quality yield), to be seeded by the Davison County conservation district this fall. The cost for the seed and labor is $13,975.00. The cost for this will be split between the Airport and the current lease holder Chad Blindauer. The city's portion will be deducted from the November payment. The City attorney will draft an amendment to the current lease, and the future leases and advertisements will be changed accordingly. A motion was made by Darren Brewster, seconded by Levi Koerner to amend the current lease accordingly, spec a quality grass mix within the amendment, and specify to be planted this fall. The motion passed.

(2016 – AIP UPDATES) The airport is still waiting for any estimates and schedules for the completion of the 2016 parking lot project. The final items include additional asphalt, a small piece of concrete and re-seeding the grass areas.

(ENTRANCE GATE – KEYPAD) Over the years, inquiries have been made regarding the current DKS secure card reader vs. a keypad for access through the airport electric gate. The current DKS has proven reliable and maintained at least a level of access security. If a key pad were to be installed, it would more than likely be easier for codes to begin to circulate and eventually be the equivalent of a simple toggle switch. The Board feels the access security will be best served with the current system already in place. It has been proven to be secure and reliable.

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(AIRPORT PROPERTY – GUN RANGE NE) A land owner with property adjacent to the north end of the airport has inquired into the potential of purchasing property known as (the old gun range). This property was part of a transfer to the City from the Federal government. Even if it were to be sold, it would require FAA approval, and more than likely a mound of paperwork. Airports are typically in the business of buying property around the airport perimeter for protection, not selling property already owner. This would be an ill-advised maneuver. A motion was made by Levi Koerner, seconded by Darren Brewster not to entertain the idea of selling this particular piece of property or any other property already owned by the airport. Motion passed.

Motion was made by Darren Brewster and seconded by Levi Koerner to adjourn. Motion carried, meeting adjourned.

By: Thomas A Cue

As: President

Airport Report September 2016

Mowing operations are nearly complete for the season. Fall herbicide applications will be completed has needed. Seasonal equipment inspections, updates and winter weather preparations are underway. Airfield lighting repairs , runway inspections and advisories were maintained throughout the month.

The Department of Transportation completed falling weight deflectometer (FWD) testing on runway 18-36. The tests will help determine continued life expectancy as well as future design specifications. Arrangements are underway for the completion of the 153 acres of grass to replace existing alfalfa sections. The planting is planned for early November to achieve a dormant seeding operation. All applicable air venture cup event reimbursement receipts have been forwarded to the Department of Aeronautics. The total qualifying portion for reimbursement for 2016 is $1,944.83.

The 2016 AIP parking lot project is very nearly complete. Re-seeding along Hanger Road has been completed. A small section along the north side of the West parking lot and opposite end of the south lot remain to be reseeded. Additionally the small asphalt wedge to be completed near the Randall hanger remain. Hopefully this work will be completed within the week.

Corn Palace Monthly Report – July

July:

Events: N/A

Visitor Numbers: 78,270

Total Visitors Through July – 154,758

Educational Center Numbers:

- Total 53,213
- Average daily attendance 917

Concessions: Gross Sales

$33,096.18 (Per Capita spending with 78,270 visitors is $.42/visitor)

Corn Palace Festival Ticket Sales:

STYX- 613
Gary Allan- 965
Happy Together- 649

Beer Sales: $342.71 Net Revenue for July Downtown Thursdays.

Corn Palace Events and Entertainment Board
June 7th @ 4:00 PM

City Hall, 612 N. Main, City Council Chambers

1. Approval of Agenda
2. Approval of Minutes (5-4-16)
3. Corn Palace Festival Sponsorships Update
4. Corn Palace Festival Ticket Sales Update
5. Mickey Gilley Concert Breakdown
6. Update on Corn Palace Dedication and Grand Re-Opening
7. Freedom Stage Update
8. Corn Palace Festival Entertainment Openers
9. 5th and Main Update
10. Mural Update
11. Executive Session SDCL1-25-2 (4&5)
12. Adjourn

Next Regular Meeting: Tuesday July 5th @ 4PM in City Council Chambers

Corn Palace Events & Entertainment Board
June 7, 2016 4:00 PM
City Hall, 612 N. Main, City Council Chambers

Vice-Chairperson Ron Kogel called the meeting to order at 4:00 p.m. Members in attendance were Ron Kogel, Sonya Moller, Stacy Giblin, Brad Zimmerman and Susan Kiepke. Also in attendance were Corn Palace Director Scott Schmidt, Jeri Mickelson, Laci Baumiller and Stephanie Ellwein.

Motion by Moller, second by Schmidt to approve the agenda as presented. All members present voted aye. Motion carried.

Motion by Schmidt, second by Giblin to approve the May 4, 2016 minutes as presented. All members present voted aye. Motion carried.

Director Schmidt thanked everybody that helped with the Mickey Gilley concert.

Sponsorships were reviewed. Mickelson requested that each member inform her as to who they were to ask for sponsorships.

Ticket sales for the Festival, as of today, are going pretty well.

It was discussed that the ID bracelets for the VIP table are going to need to be done differently this year.

Director Schmidt reported that the Mickey Gilley concert showed approximately a $2,971.00 loss.

The Next Generation/Oscar Howe Art event was discussed and everybody is invited.

Director Schmidt reported there will be a coordinated lighting of the domes with music event on the next Downtown Thursday night.

The first Downtown Thursday event brought approximately $400 into the Corn Palace and $400 for the Lions Club.

Acts are being confirmed for the Freedom Stage. It was discussed that there could possibly be beer sales for Saturday night.

There are no confirmed opening acts for the Festival as of right now.

A diagram of the 5th and Main parking lot was presented. As of right now, there will be a large obstacle course, a large single slide, a small obstacle course, a water slide and 3 food booths. There are other things they may be added. Wesleyan will be contacted to see if they have any sports teams that would be willing to man some inflatable items/water activities.

The lights have been moved that illuminate the murals. Judging by the pictures, they will look much better at night. The turrets and small domes will be multi-colored. They can be pre-programmed for one color or many colors.

Moller reported that the Chamber had received a letter stating that a tourist was very disappointed the murals were staying the same. The person explained they stop often and enjoyed seeing the different murals each year.

Respectfully submitted,

Susan Kiepke
Secretary

August:

Events:

25th- Judd Hoos
26th – STYX
27th – Gary Allan
28th- Happy Together Tour
30th- DWU Volleyball

Visitor Numbers: 33,401 – Through August 21st

Total Visitors Through August- 188,159

Educational Center Numbers:

- Total Attendance: 76,211
  - June: 30,252
  - July: 22,961
  - Aug/Sept: 22,998
- Average Daily Attendance: 896.6
- June 3-September 7; open a total of 85 days

Concessions: $29,655.33 gross sales (Per capita spending with 33,401 visitors is $.88/visitor)

Beer Sales: $329.00 Net Revenue for August Downtown Thursdays. (Not including Judd Hoos)

CP Festival: Net Revenue of $26,019.21

Corn Palace Festival Entertainment Board
August 2, 2016 4:00 pm
City Hall, 612 N. Main, City Council Chambers

1. **Approval of Agenda**
2. **Approval of Minutes - 07/14/16**
3. **Sponsorship Update**
4. **Current Ticket Sales**
5. **2016 CP Festival Details**
6. **Executive Session**
7. **Adjourn**

Next Regular Meeting : September 6, 2016 at 4:00 pm in City Hall Council Chambers

Corn Palace Events & Entertainment Board
August 2, 2016 4:00 PM
City Hall, 612 N. Main, City Council Chambers

Chairperson Kerrie Mueller called the meeting to order at 4:00 p.m. Members in attendance were Kerrie Muehler, Ron Kogel, Brad Zimmerman, Sonya Moller, Stacy Giblin, Jeff Smith and Susan Kiepke. Also in attendance were Corn Palace Director Scott Schmidt, Jeri Mickelson and Laci Baumiller.

Motion by Kiepke, second by Schmidt to approve the agenda as presented. All members present voted aye. Motion carried.

Motion by Moller, second by Kogel to approve the July 14, 2016 minutes as presented. All members present voted aye. Motion carried.

Sponsorships were reviewed at length. Director Schmidt will ask those that are not accounted for. Those that haven't gotten firm answers will re-ask.

Ticket sales for the Festival, as of today, are holding steady.

Director Schmidt has assured that everything, such as water and electricity for the vendors, is lined up for festival week.

The food vendor section is full. However, there is still room for a few craft vendors.

Muehler announced that three of the inflatables located at 5th and Main will be removed for approximately three hours late afternoon Saturday. They will be back in place by approximately 7:30 p.m.

It was stressed that just because people have the opportunity to attend the tailgate party, does not mean they get into the show free. Everybody must have a ticket to get into the show.

Schmidt announced that as of January 1st, 2017 there will be a 1% entertainment tax added to every ticket sold.

Schmidt announced that Nikki Fredericksen will be appointed as a new member of the Corn Palace Events & Entertainment Board on August 15th, 2016.

Stephanie Ellwein spoke to the Board regarding decreased sponsorships. She told the Board the festival needs to end up in the black or funding will be cut next year.

It was suggested that possible all the $1,000 sponsors could be put into a drawing to win crows next tickets for one of the shows.

The next meeting is set for August 17, 2016 at 4:00 p.m.

Chairperson Muehler adjourned the meeting at 5:23 p.m.

Respectfully submitted,

Susan Kiepke
Secretary

Overview: Overall the Month of August was a success. Corn Palace Festival went smooth with very few hiccups with electrical work, load in for both vendors and entertainment. Heard good reviews about Judd Hoos playing on Thursday night as well as keeping the entertainment open later than normal on Thursday/Saturday for Freedom Stage. Our visitor numbers were down according to the turn-styles but the turn-style counters were broken for approximately 1 week throughout the month. I was very pleased with how well our staff handled the overwhelming amount of work there was to do with festival throughout the entire week.

September:

Events:

1st Dakota Magic
2nd DWU Volleyball Tournament
3rd DWU Volleyball Tournament
5th State Pedal Pull
6th Dakota Magic
8th Dakota Magic
9th Minnesota Vikings Horn at Palace
10th Bill Engvall
13th DWU Volleyball
15th Dakota Magic
17th DWU Parade (Used Balcony)
20th DWU Volleyball
22nd Dakota Magic
24th National Pedal Pull
24th Outkast Car Club Dance
27th DWU Volleyball
29th Mitchell Concert Series

Concessions: $18,380.40 Gross Sales

CP Events and Entertainment Board: Did not meet as Mr. Schmidt was sick.

Beer Sales: $1,280.20 Net Revenue for Bill Engvall
$308.06 Net Revenue for Outkast Car Club Dance

Bill Engvall: Net loss of $8,736.57

Overview: Overall the month of September was very busy with 17 events throughout the month. There was a lot of maintenance work to be done as several of the events required different setups. The National Pedal Pull brought in people from 16 different states! The 24th was a wonderful day on Main Street Mitchell as we had the National Pedal Pull in the Corn Palace and the Car Show on Main Street.

October 3, 2016

To: Mayor & City Council
Re: Building Permits issued in September 2016

NO	NAME	ADDRESS	BUILDING	CONTRACTOR	COST	FEE
13693	Scott Hansen	606 S Kimball	new residence	Chad Eldeen	$111,720.00	$463.00
13694	Edgerton Place Apts 2	1400 W Williams	72 unit apts	Stencil Group	$4,000,000.00	$9,540.00
13695	Marilyn Vollbracht	1212 E 2nd	addition	Easy Building Co	$6,100.00	$62.00
13696	Mark Vandenhoek	622 E 2nd	re-roof/deck	Chad Vanlaecken	$15,000.00	$20.00
13697	Travis Auch	621 E 1st	3 season room	owner	$4,890.00	$50.00
13698	Ken Recker	521 W 10th	unattd garage	Lane Huffman	$6,000.00	$100.00
13699	Terry Campbell	3124 Maui Dr	new residence	Josh Stange	$259,000.00	$831.00
13700	Justin Mack	900 W Birch	unattd garage	owner	$16,800.00	$123.00
13701	Craig/Sue Bennet	3109 Maui Dr	re-roof/shingle	Boulder Creek Custom	$31,630.00	$20.00
13702	Gary Metchenberg	1428 W Ash	deck	B & B Construction	$5,200.00	$20.00
13703	Derek Howard	521 W 14th	window/remod	owner	$5,500.00	$75.00
13704	Ed Scherrer	409 S Montana	unattd garage	owner	$13,200.00	$98.50
13705	Jeff/Michelle Bathke	3001 Bill's Beach Dr	new residence	Pro Build	$292,500.00	$913.00
13706	Liannel Fleming	702 E 12th	enclose deck	Arie Construction	$6,000.00	$57.00
13707	ABS	711 N Main St	re-roof	J & P Roofing	$55,000.00	$437.00
13708	Chad VanLaecken	25451 407th	garage addn	owner	$6,800.00	$57.00
13709	Susan McIntosh	1309 Ridge Rd	addition	DRJ Construction	$49,000.00	$282.00
13710	Farm Credit Services	401 Cabela Dr	rework HVAC	Paulsons	$51,580.00	$350.00
13711	Anne Dailey	2016/2018 Quiett Ln	duplex	Jim Radke	$414,300.00	$1,219.00
13712	Adam Chappmann	1813 E Birch	new residence	HT Construction	$204,900.00	$696.00
Total					**$5,555,120.00**	**$15,413.50**

Sincerely

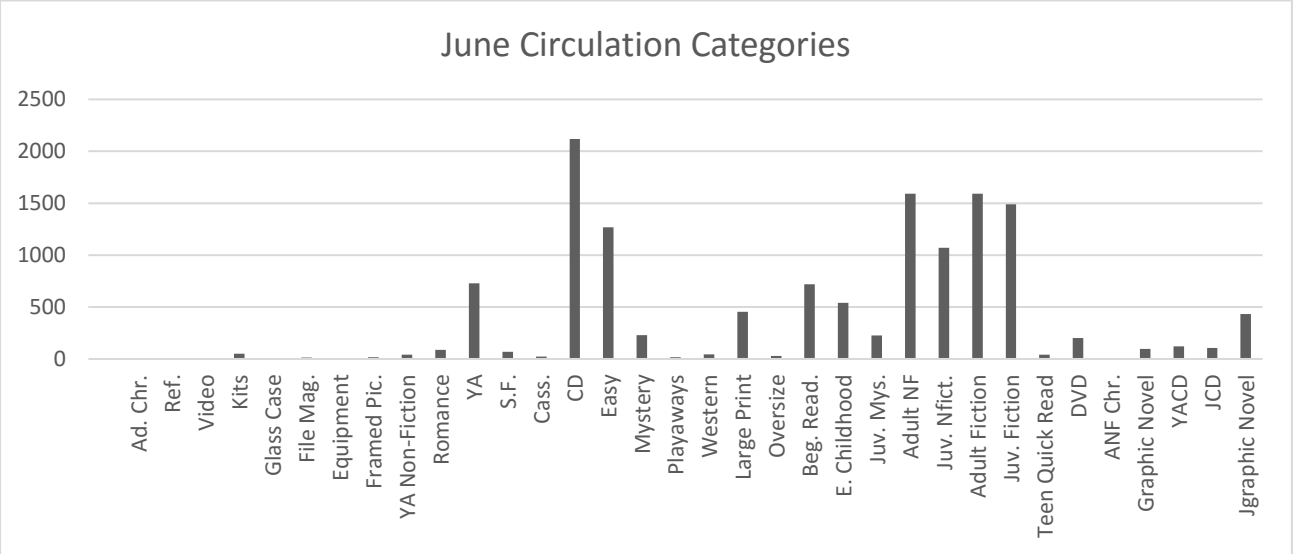
John D. Hegg

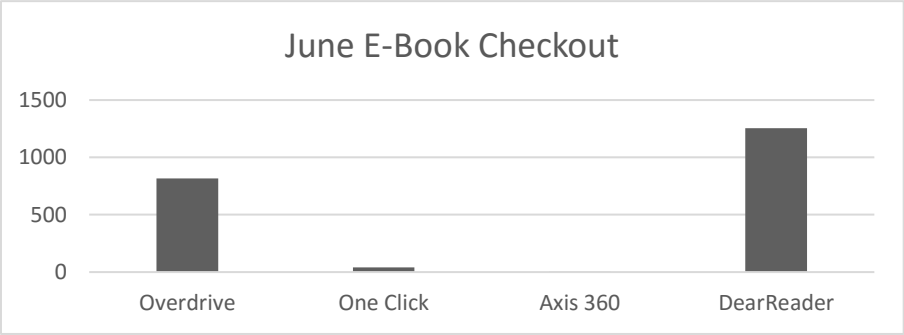
John D Hegg
Building Official

Mitchell Public Library

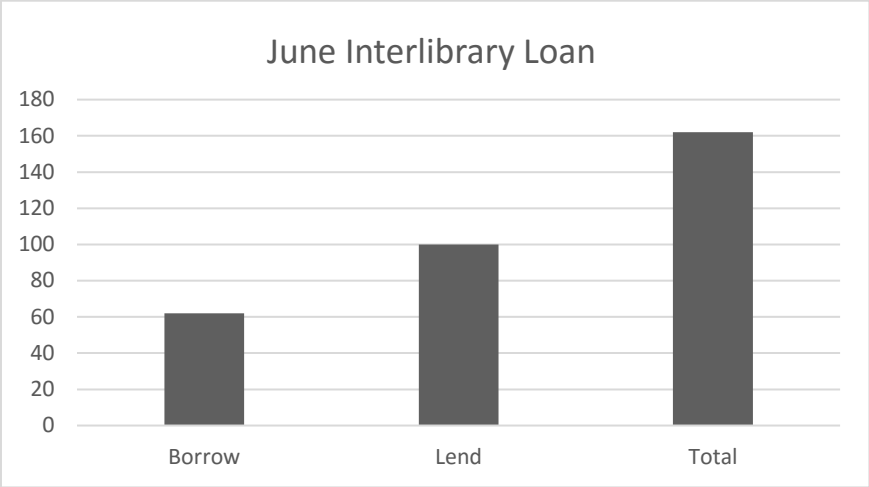
Activity Report - June 2016

	June 2014	June 2015	June 2016	Year to Date 2016
Circulation *(titles checked out)*	11,658	13,902	14,312	68,266
E-Books *(titles checked out)*	NA	828	2,115	12,686
Interlibrary Loan *(titles loaned and borrowed)*	284	239	162	1,007
Library Cards Issued	77	80	275	775
Community Room *(participants)*	24	1,099	1,024	3,747
Computer Use *(hours)*	NA	NA	2,102	9,014





In 2012, patrons were able to download e-books through Overdrive.com. Currently e-books can be downloaded from Overdrive,Axis 360 and DearReader.com. Out-of-county patrons who either have no library in their city or county purchase subscription cards to use Overdrive, Axis 360 or DearReader.com.



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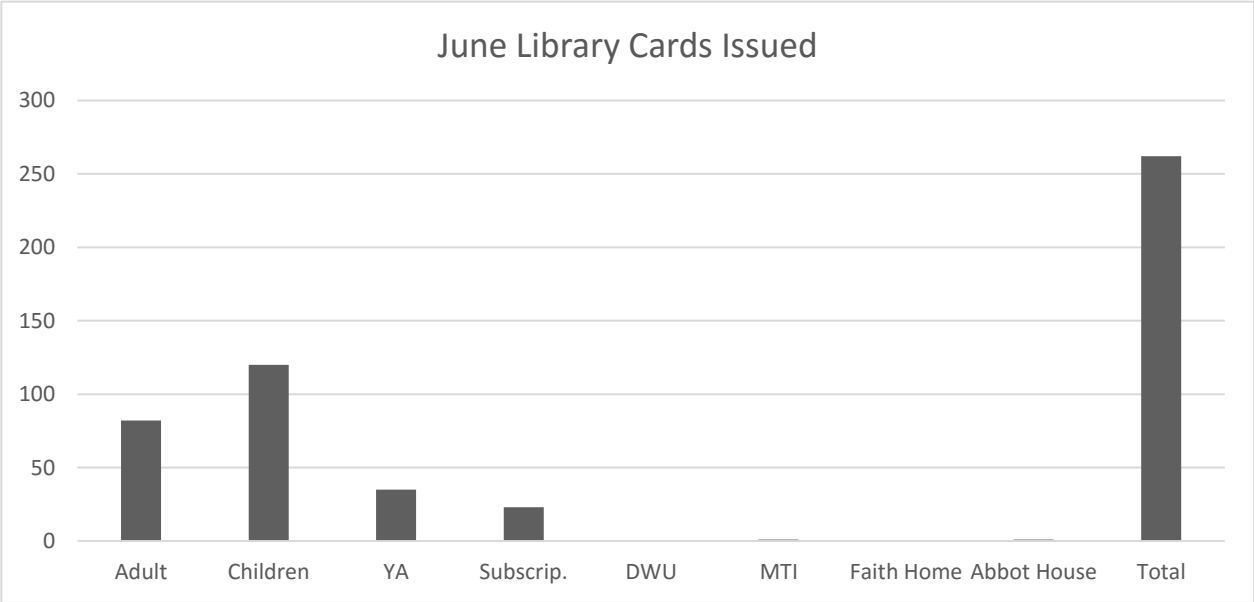

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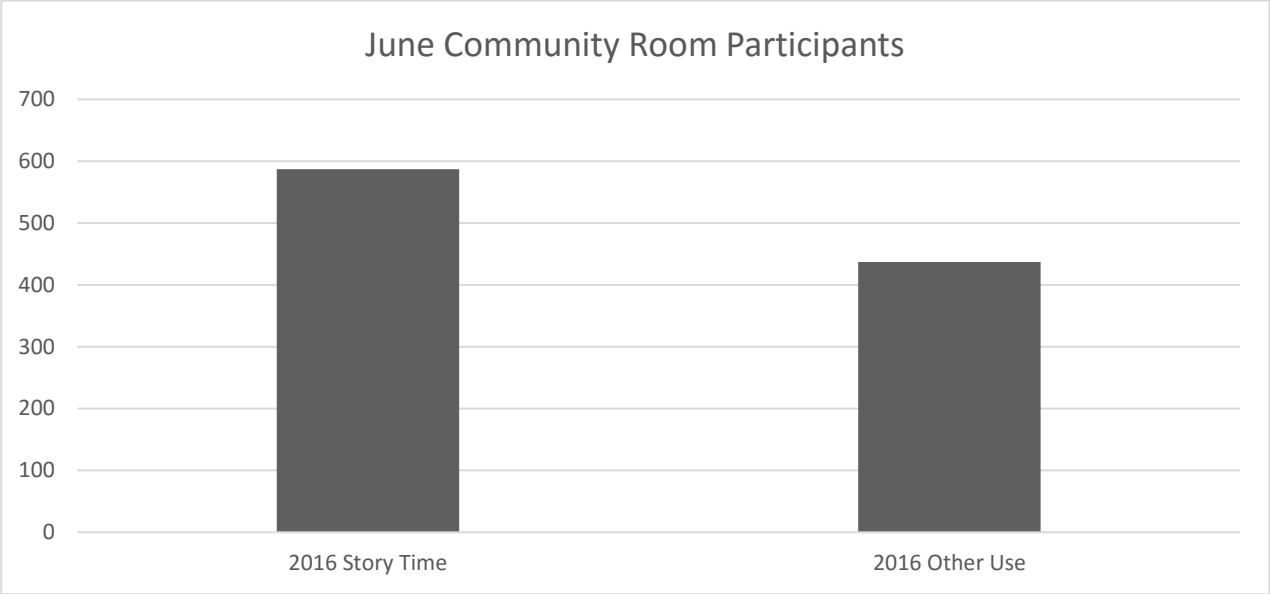
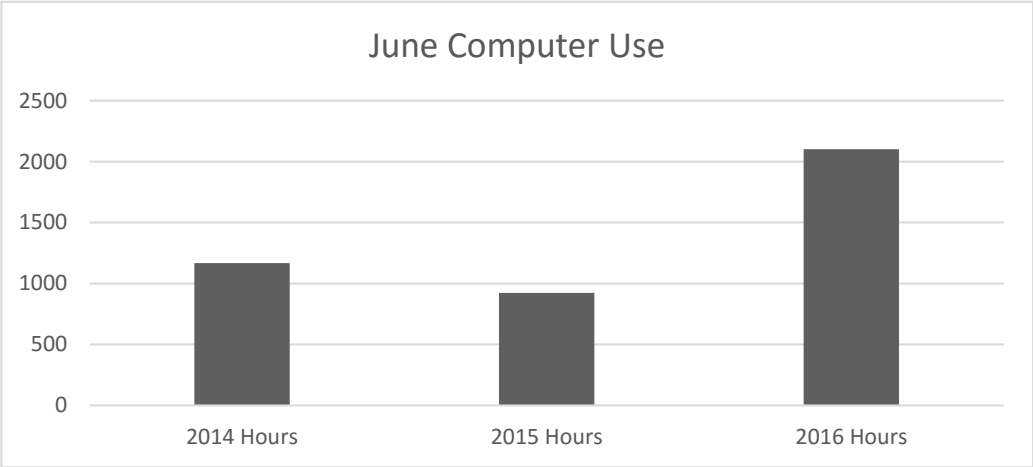


The meeting room at the Mitchell Public Library is available for both non and for-profit organizations (priority is given to Library programming such as Story-Time and the Summer Reading Program). Service clubs, small committee groups and state agencies can use the library free of charge if they meet within the hours that the library is open. A fee of $25 per hour is charged if a group meets while library is closed to the public. For-profit groups can use the library for a fee of $25 per hour anytime the library is open.



Computers are available from opening to 30 minutes before closing. Patrons use computers to surf the internet, do research, use word process to type papers and update or create resumes, listen to music, e-mail family and friends, pay bills and play games. There are currently 19 computers available for use in the library. We also have patrons who bring in personal laptops and tablets to use in the Library.

Meeting of the Mitchell Public Library Board of Trustees, Wednesday, June 15, 2016, 4:30 p.m. in the Director's Conference Room, Mitchell Public Library.

The Mitchell Public Library Board of Trustees met on Wednesday, June 15, 2016, at 4:30 p.m. in the Director's Conference Room at the Mitchell Public Library. Board President Billy Mawhiney called the meeting to order at 4:40 p.m.

Members present: Leffers, Margheim, Mawhiney, Rice, Sivik, Taylor.
Members absent: none.

Minutes. The minutes of the May 11th Library Board meeting were read and approved. **M/S/P—** Margheim, Rice.

Financial reports. The Trustees reviewed and approved the profit & loss statements for Library Account.

Director's Report. The Director's report was approved as given. In addition to the report, the Director reviewed the goals with the Library Board. The review of the Trustee Bylaws has been moved to the July 2016 meeting. The Children's Interactive Museum was discussed. More chairs and Legos were added to the display and it looks better. It has been reported that tourists are using the Library corner.

Committee reports.

The Marketing Committee met in May. Each member present wrote down 5 reasons why they came to the Library. For the next meeting, each member is to write down in 5 words or less what they think describes the Library. Next meeting in set for Thursday, June 23, from 12-1.

The Event Committee met on June 13. Adam Miller, Folksinger, will be performing at the Library on Monday, September 20th at 7:00 p.m. The Committee also talked about developing an author series. Kathleen Norris was mentioned. An event for children and their parents who participate in the 1,000 Books before Kindergarten is in the process of being planned for the end of the year.

Budget 2017. The Library Board approved a 0% budget for expenditures for 2017. The entire budget must be submitted to the City on June 22. Budget hearings are set for the early part of August.

Executive session. Library Board moved into Executive session to discuss personnel matters. No action was taken. The Library Board then moved back into the regular meeting.

Bills. The following bills were approved for payment: **M/S/P—Rice, Leffers.** A&B Business Solutions 715.08; Ameripride Services, Inc. 247.10; Baker & Taylor 139.24; Blackstone Audio Inc. 90.00; Brown & Saenger 199.51; Campbell Supply, Inc. 140.80; Center Point Large Print 86.88; Demco, Inc. $1,521.22; Findaway World LLC, Gale 908.02; Grey House Publishing, Inc. $1,428.05; Ingram Library Services $1,497.19; Jones Supplies 486.10; Matthew Bender & Co. Inc. 46.44; Menard's 14.93; Midwest Alarm Company, Inc. 78.00; Mitchell Technical Institute 529.66; Northwestern Energy & Communications 2,832.29; OCLC, Inc. 308.15; Omaha World Herald 311.48; Overdrive, Inc. 238.94; Paulson Air 494.90; Peach Cobbler Books 136.76; Penguin Random House Inc. 195.00; Penworthy Company 318.98; Quality Books, Inc. 60.51; Recorded Books, Inc. 240.66; Salem Press 182.52; SD State Archives 28.80; Sun Gold Trophies 22.00: Walmart Community 78.95.

There being no further business, the meeting adjourned. The next regularly scheduled meeting is set for Wednesday, July 20, 2016, at 4:30 p.m. in the meeting room at the Library.

Jackie Hess
Secretary

The meeting of the Mitchell Public Library Board of Trustees Wednesday, July 20th, 2016 at the Mitchell Public Library.

The Mitchell Public Library Board of Trustees met on Wednesday, July 20th, 2016, at 4:30 p.m. in the Director's conference room at the Mitchell Public Library. Board member Taylor called the meeting to order at 4:32 p.m.

Members present: Leffers, Rice, Sivik, Taylor.
Members absent: Margheim, Mawhiney.
Guests: Jessica Pickett, Community Services Director.

Minutes. The minutes of the June 15th, 2016 board meeting were read and approved. M/S/P—Leffers, Rice.

Financial report and other bills. The trustees reviewed the statements for the Library's account. The Trustees also went over the Library's city budget. The library has spent 43% of its total budget at the end of June. The reports and the following bills were approved for payment. **M/S/P**—Sivik, Rice.

A&B Business Solutions 332.44; Bernan 200.00; Better Containers, MFG Co. 265.25; Blackstone Audio, Inc. 329.07; Book Systems, 1,545.00; Brown & Saenger 251.34; Center Point Large Print 86.88; Gale 1,436.96; Grey House Publishing, Inc. 261.25; Ingram Library Services 1,825.57; Jones Supplies 177.95; Mitchell Plumbing and Heating 84.65; Northwestern Energy 2,648.23; Overdrive, Inc. 706.84; Penguin Random House 60.00; Quill Corp. 287.96; Reader's Den 12,80; Recorded Books, Inc. SD Magazine 23.00: Sport Videos143.00; Yankton Daily Press & Dakotan 186.73.

Budget 2017 was discussed. Jessica Pickett, Community Services Director informed the Library Board that department heads and division heads were going to reduce their budgets before budget hearings. Hearings were scheduled for August 9-11.

Director's Report. Several statistics were pointed out to the Library Board. The community room usage jumped to over 1,000 people last month. The Library took in $345.00 in subscription fees or 23 out-of-county families bought a subscription to the Library @ $25.00 per family. The internet usage grew to over 4,000 30-minute sign-ups last month. The Director informed the Library Board that the public have been complaining about the low speed of the computers. It consensus of the Library Board that the IT department should be contacted.

The Director informed the Library Board that there were positive comments given about the article that was featured in the Daily Republic.

The City's surplus auction is scheduled for September. An itemized list of the items to be sent to the auction must be in by August 5th.

Communication & correspondence. A woman is willing to come and start a coloring group. We'll set it to start in September.

Committee reports. The Marketing Committee will meet on Thursday, July 21st, 2016, at noon in the Director's conference room.

The Events Committee met on Monday, July 18th, at 5:15 p.m. in the Director's conference room. Highlights of the meeting included three events that have been planned for September and October. The Library will be handing out book marks in the D.W.U. homecoming parade on September 15th. Folksinger Adam Miller will be performing on Tuesday, September 20th at 7 p.m. The Library will be hosting the One Book South Dakota book discussion on Saturday, October 22nd, at 10:30 a.m. at the Library.

Authors who have recently published books may be contacted to come to the Library include Randall De Witt, Jim McLaird, Henry Hughes, former adjunct professor at D.W.U. and Ann Charles, author of the Deadwood series.

The committee's next meeting is set for Monday, August 15th, at 5:15 p.m. in the Director's Conference room at the Library

Unfinished business.

A chart on the Library's electrical and gas usage was presented to the Library Board. This will be presented each month.

Other business. Information on a door counter was given to the Library Board. This is an electronic counter that uses a wi-fi-connection to count the number of people going in or out of the main library or meeting rooms. There were 2 options. The 1st option included a $3,000 cost plus installation. The second option was a cost of $849 plus shipping for the first entrance, $749 for each addition entrance because the software would be loaded with the first entrance. The cost of the door counters would be paid for by the Library Board. Since this would be attached a city building, approval and installation would be needed by the head of maintenance. The Corn Palace Director will be contacted to see what kind of counter they use and the cost.

The Library Board discussed the idea of planting low-maintenance flowers, scrubs and grasses. The new Parks manager will be contacted.

Adjournment. There being no further business, the meeting adjourned at 5:24 p.m. The next regularly scheduled meeting will be held on August 10th, 2016, at 4:30 p.m. in the Director's conference room at the Library.

Jackie Hess
Secretary

There was no board meeting held on August 10th, 2016. No quorum.

Jackie Hess

Secretary

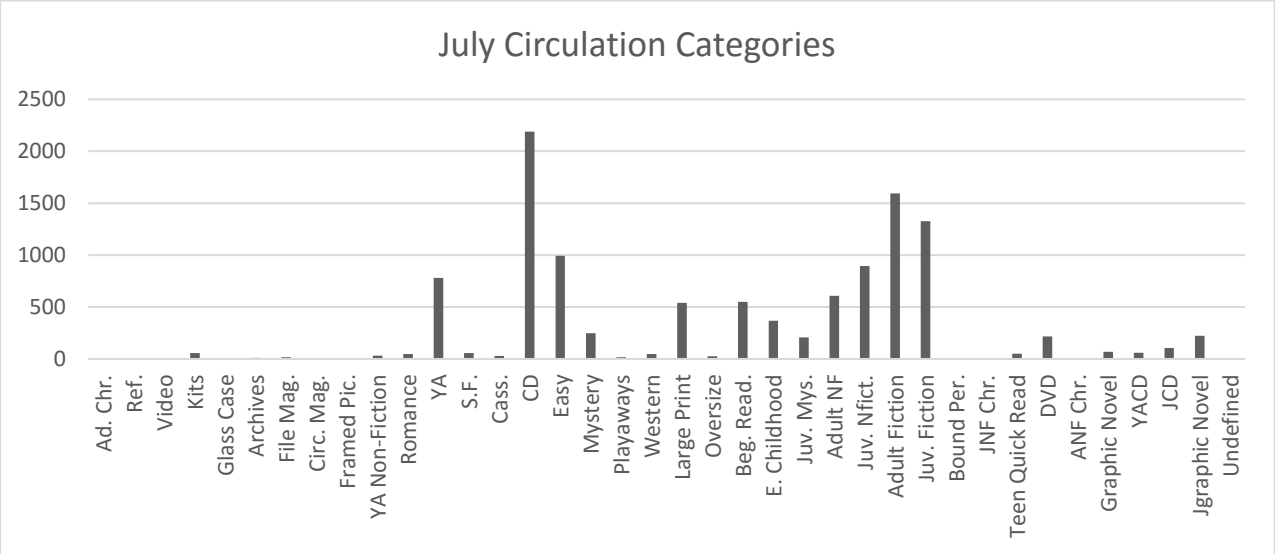
There was no meeting held on September 21st, 2016. Lack of a quorum.

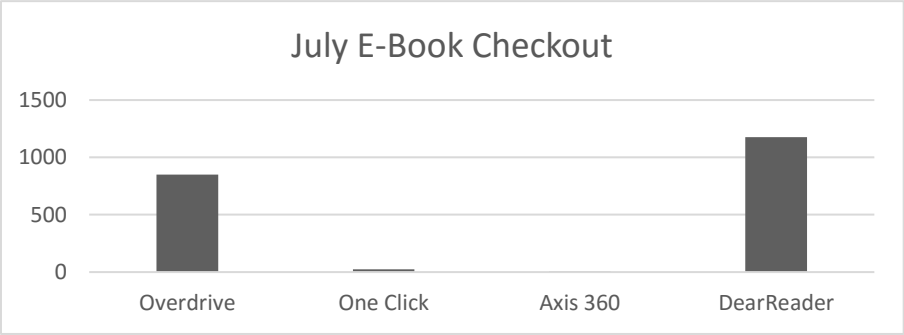
Jackie Hess
Secretary

Mitchell Public Library

Activity Report - July 2016

	July 2014	July 2015	July 2016	Year to Date 2016
Circulation *(titles checked out)*	11,366	12,583	12,272	80,538
E-Books *(titles checked out)*	NA	815	2,056	14,742
Interlibrary Loan *(titles loaned and borrowed)*	235	264	103	1,110
Library Cards Issued	77	80	275	775
Community Room *(participants)*	10	943	755	4,502
Computer Use *(hours)*	NA	NA	1,703	10,717





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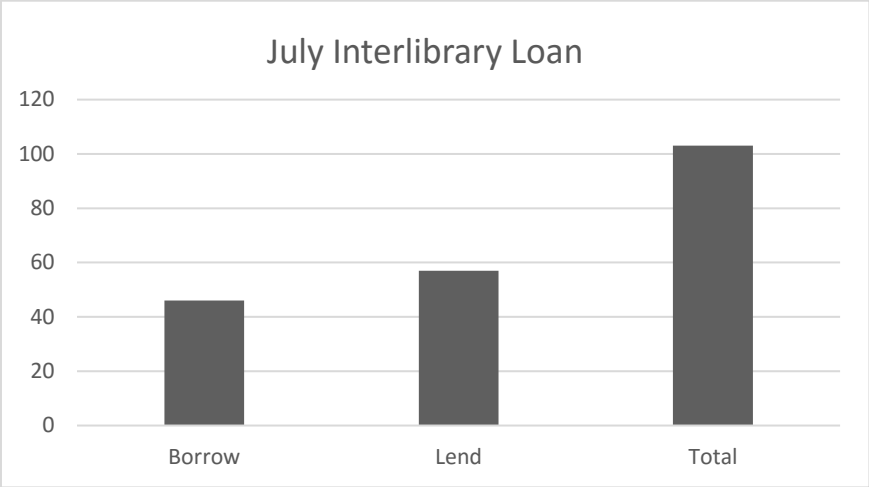

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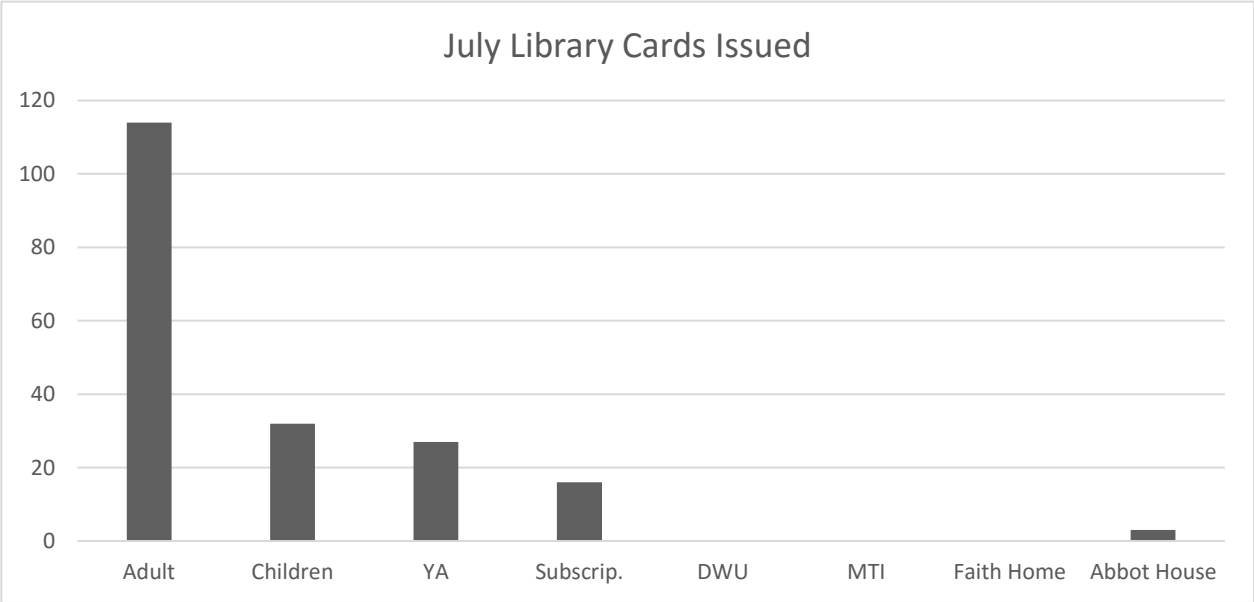

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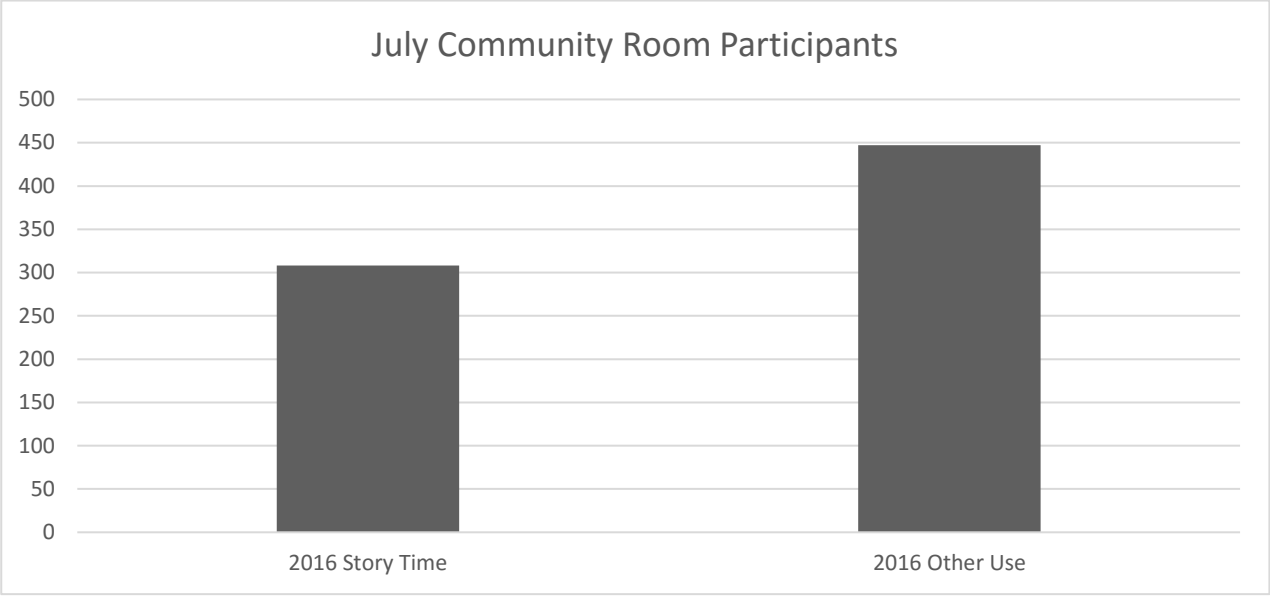

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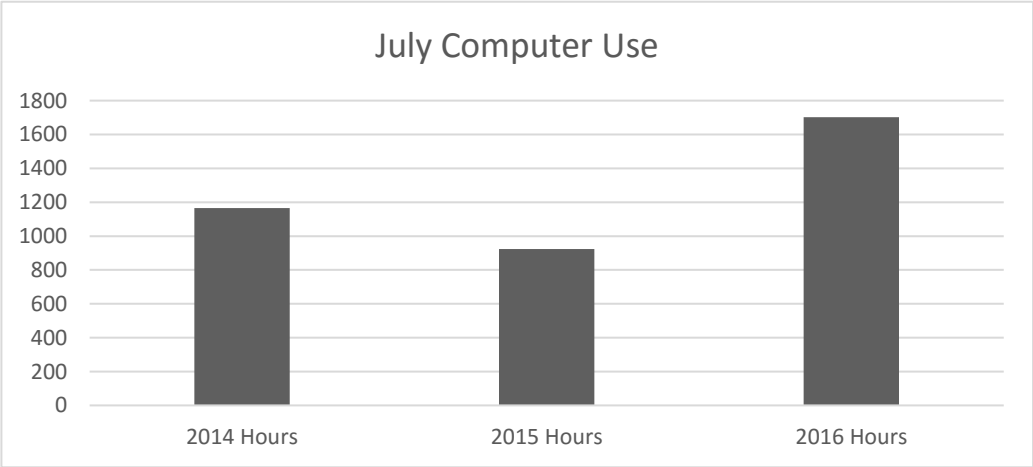

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August-16

PALACE TRANSIT TOTAL RIDERSHIP

Fiscal Year October 1, 2015 to September 30, 2016

	ACTUAL		CUMULATIVE	
SPECIAL EMPHASIS	August FY 2015	August FY 2016	August FY 2015	August FY 2016
ELDERLY RIDERS	1,497	1,508	14,509	14,894
HANDICAP RIDERS	2,224	2,285	26,436	27,937
GENERAL PUBLIC	603	782	6,238	6,539
YOUTH	2,170	2,198	29,079	31,062
UNDUPLICATE 59 & under	73	91	933	860
ELDERLY UNDUPLICATE 60 & over	18	16	563	655
TOTAL RIDERS	6,494	6,773	76,262	80,432
MILES	16,002	12,102	158,537	146,798

	MONTHLY	YEARLY
TOTAL RIDES AHEAD	279	4,170
TOTAL MILES AHEAD	-3,900	-11,739

City of Mitchell
September, 2016 - Water Dept. Report

October 4th, 2016

From: *Richard Pollreisz*
Water Superintendent
City of Mitchell

To: *Tim McGannon*
Director of Public Works

The month of September was hot and dry. We received some rain in September, 2016. We received 2.39 inches of rain in September. On 09/26/2016, the Lake was down 1.0 inch from being full. The lake temperature was 64.4 degrees The water consumption for September, 2016 was less, than in August, 2016. We didn't pump any water from Lake Mitchell during the month of September, 2016. All of the water that went to the water towers in September was from the B-Y- Rural Water System. We brought in approximately 68.593-MG. of water from the B-Y Rural Water system for the month of September, 2016. The daily average we brought in from the B-Y – Rural Water System for the month of September, 2016 was 2.286 MGD. The peak day, for the water we brought in from the B-Y- Rural Water System for September, 2016 was 3.183 MGD. The total we pumped into the water towers (effluent) was 70.260 MG of water for the month of September, 2016. The average daily usage of water for the City of Mitchell for September, 2016 was 2.342 MGD. The maximum peak day of water consumption for the month of September, 2016 was 3.299 MGD. The month of July, 2012 was the biggest month, for water we have ever taken from B-Y Water, which was 117.068 MG. We started getting water from B-Y Water, on November 4th, 2003. The chemical cost for the month of September, 2016 was $3,021.60 or $44.05 per MG. of water, which equates to .033 cents per unit (750 gallons). We didn't run the Water Plant in September, 2016. The cost was more, because we used more poly-phosphate, Chlorine and ammonia. The south water tower was low in chlorine residual and we had to boost it about a dozen times. When we don't run the plant we exercise everything & make sure that all the equipment works. All of the water basins are full and ready to treat water, if and when we need to. We also have some chemicals contracted with Aqua-Pure. We paid a monthly lease charge of $250.00 for the use of the Chlorine Dioxide Generator equipment for the month of September, 2016. We renewed our chemical contract on 01/09/2015 with Aqua-Pure for two years. The contract will go from January 1st, 2015 to January 1st, 2017.

The rates will stay the same:
-Raw Water treatment rates: .255/1,000 Gals. of Raw Water.
-Poly-Phosphate treatment for B-Y Water: $1.75/lb. of bagged chemical.
-CLo2 lease: $250/Month.

The SCADA telemetry in the water towers is working well. When we run the water plant, we run approximately 2 to 3-hour's, every week to keep fresh water in the basins and to make sure that everything is kept in working order. This is usually done when there is no algae in the Lake We operated the B-Y Rural Water 100% of the time in September, 2016. When we operate the plant, we run one side at 1100 gpm. We can run both sides if we need to. The only Activated Carbon we are going to use now is the better quality Activated Carbon. This better Carbon costs

more, but it does a better job for the taste and odor problem and we can use less of it. Our Filter Monitoring System is working very well. We calibrated our Turbidity Analyzers and will send a copy of the Calibration Data Sheet to Pierre quarterly to verify that we done it for the months throughout the year. There is an alarm system on the SCADA program. Most of the problems are worked out of the SCADA system. There may be some changes from time to time.

Water tests-

. TOC'S & Chlorite for September, 2016 wasn't done, because we didn't operate the Water Plant enough.

. We still do our daily water tests as follows:

-Alkalinity
- PH
- Turbidity
- Chlorine
- Total Hardness
- Calcium Hardness
- Fluoride

. Fluoride test for September, 2016 wasn't required by the State, but we sent one sample to Pierre just to see how it compared to our fluoride tester in the Laboratory. The test came back with a good result.

. Bacteriological Tests for September--------TESTED---OK---Pierre, S.D.

. B-Y WATER tests for September – OK.

All our other water tests for the month of September, were good and we were in compliance.

Well, that is all I have for the month of September, and I hope everyone has a good next month.

P.S. ------Attached to this letter is Lake Mitchell information and chemical costs for the month of September.

Water Distribution has been busy with:

. Road valve boxes
. Water Main breaks
. Locates for water
. Service calls
. Meter upgrade
. Meter reading
. Fire hydrant repair
. Valve Exercising

Respectfully yours,

Richard Pollreisz

Richard Pollreisz
Water Superintendent

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL COMSUMPTION REPORT

MONTH / YEAR—September, 2016---- Richard Pollreisz – Water Superintendent

Coagulant Aid- (2187)	=	0-Gals.	X	CONTRACT	=	$0.00
Lime	=	0# or 0- TON'S	X	$192.39/TON	=	$0.00
Sodium Chlorite	=	0-GAL.	X	CONTRACT	=	$0.00
Fluoride	=	0-GAL.	X	$1.99/GAL.	=	$0.00
Polymer (2386)	=	0-GAL.	X	CONTRACT	=	$0.00
Activated Carbon	=	0# or 0- TON'S	X	$1,936.25/TON	=	$0.00
Chlorine	=	168# or .084- TON'S	X	$1.45/LB.	=	$243.60
Poly Phosphate	=	1,500# or .75 TON	X	$1.75/LB.	=	$2,625.00
Carbon Dioxide	=	500# or .25- TON'S	X	$178.00/TON	=	$44.50
Ammonia	=	50# or .025- TON'S	X	$2.17 /LB.	=	$108.50
Pristine Contract	=	0 –MG of WATER	X	.255/1000 GALS. RAW WATER	=	$0.00

TOTAL = $3,021.60

Raw Water Treated (LAKE) 0 MG----or 0 MGD----or---- PEAK DAY 0 MG

Finished Water (EFFLUENT) 70.260 MG----or 2.342 MGD----or---- PEAK DAY 3.299 MG

B-Y- Water (INFLUENT) 68.593 MG---- or 2.286 MGD----or---- PEAK DAY 3.183 MG

B-Y & RAW WATER TREATED – TOTAL= 68.593 MG — or 2.286 MGD —or —— PEAK DAY 3.183 MG

Chemical cost = $3,021.60 = $44.05 per MG or .033 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Coagulant Aid- (2187)	=	0	Mg/L --	0	Gallons / Raw Water
Lime	=	0	Mg/L	0	lbs. / 7 lbs. Per Gallon/ Raw Water
Sodium Chlorite	=	0	Mg/L --	0	Gallons / Raw Water
Fluoride	=	0	Mg/L --	0	Gallons / Raw Water
Polymer (2386)	=	0	Mg/L --	0	Gallons / Raw Water
Activated Carbon	=	0	Mg/L --	0	lbs. / 4 lbs. Per Gallon / Raw Water
Chlorine	=	.581	Mg/L --	168	lbs. / 11.75 lbs. per Gallon / Raw Water
Poly Phosphate	=	2.08	Mg/L--	1,500	lbs. / 10.5 lbs. per Gallon / Raw Water
Carbon Dioxide	=	0	Mg/L --	500	lbs. / 8.50 lbs. per Gallon / Raw Water
Ammonia	=	.14	Mg/L --	50	lbs. / 5.15 lbs. per Gallon / Raw Water
Polymer	=	0	Mg/L --	0	

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 10/03/2016

Coagulant – (AF-1102) ___903___ Gallons

Lime __159,457__ lbs. or __79.73__ Ton's

Fluoride ___814___ Gallon's

Sodium Chlorite – (PHI-3125) __80__ Gallon's

Polymer-(PHI-2386) ___5___ Gallon's
(AF-84500) __220__ Gallon's

Activated Carbon __6,700__ lbs. or __3.35__ Ton's

Chlorine ___797___ lbs. or __.398__ Ton's

Poly-phosphate __6,100__ lbs. or __3.05__ Ton's

Carbon Dioxide __16,000__ Lbs. or __8__ Ton's

Ammonia ___722___ lbs. or __.361__ Ton's

MONTHLY -- B-Y WATER-GALLON AND CHEMICAL USAGE REPORT

MONTH --- September YEAR - 2016

Influent -------- 68.593 -- Million Gallon's

Effluent ------- 70.260 -- Million Gallon's

Chemical costs for B-Y Water:

Chlorine usage ------- 168 lbs. @ $1.45 per lb. = $243.60

Ammonia usage ------- 50 lbs. @ $2.17 per lb. = $108.50

Poly –phosphate------ 1,500 lbs. @ $1.75 per lb. = $2,625.00

Total = $2,977.10

Cost per Unit (750 gallon) = $0.033

Cost per 1,000 gallons of water = $0.043

CITY OF MITCHELL

MONTHLY GALLON & CHEMICAL REPORT

E-mail address-(rpollreisz@cityofmitchell.org)
Water Dept. ----- 605-995-8449
Fax: 605-995-8410

September, 2016 Water Production

TO: Aqua-Pure

Lake Mitchell
GALLONS TREATED (Raw Water) ----------0- MG
Contract Cost per 1,000 Gallons----------$0.255
Subtotal, Lake Mitchell----------$0.00

Poly-Phosphate Usage
Poly-phosphate (PO4) usage= 1,500 lbs. @ $1.75 per lb. = --$2,625.00

Generator Lease----------$250.00

Total----------$2,875.00

REPORTED BY: ----------Richard Pollreisz

REPORT RETURNED ON---------- 10/03/2016

SEPTEMBER - 2016 - WATER CONSUMPTION

DATE	Lake Mitchell Influent	B-Y Rural Water Influent	Effluent to Water Towers
9/1/2016	0-MG	3.087-MG	3.101-MG
9/2/2016	0-MG	2.644-MG	2.689-MG
9/3/2016	0-MG	3.183-MG	3.299-MG
9/4/2016	0-MG	2.395-MG	2.281-MG
9/5/2016	0-MG	2.523-MG	2.691-MG
9/6/2016	0-MG	2.443-MG	2.452-MG
9/7/2016	0-MG	2.348-MG	2.413-MG
9/8/2016	0-MG	1.875-MG	2.153-MG
9/9/2016	0-MG	2.170-MG	2.086-MG
9/10/2016	0-MG	2.629-MG	2.725-MG
9/11/2016	0-MG	1.772-MG	2.079-MG
9/12/2016	0-MG	2.509-MG	2.395-MG
9/13/2016	0-MG	2.017-MG	2.114-MG
9/14/2016	0-MG	2.598-MG	2.572-MG
9/15/2016	0-MG	1.987-MG	2.257-MG
9/16/2016	0-MG	2.642-MG	2.616-MG
9/17/2016	0-MG	2.156-MG	2.227-MG
9/18/2016	0-MG	1.894-MG	1.843-MG
9/19/2016	0-MG	1.905-MG	1.902-MG
9/20/2016	0-MG	1.881-MG	2.108-MG
9/21/2016	0-MG	2.989-MG	2.892-MG
9/22/2016	0-MG	2.436-MG	2.526-MG
9/23/2016	0-MG	2.163-MG	2.155-MG
9/24/2016	0-MG	2.237-MG	2.224-MG
9/25/2016	0-MG	1.866-MG	1.788-MG
9/26/2016	0-MG	1.009-MG	1.043-MG
9/27/2016	0-MG	3.007-MG	3.069-MG
9/28/2016	0-MG	2.190-MG	2.041-MG
9/29/2016	0-MG	2.200-MG	2.245-MG
9/30/2016	0-MG	1.838-MG	1.914-MG
	0-MG	0-MG	0 -MG
TOTALS	0-MG	68.593-MG	70.260-MG

Prepared by Water Superintendent--Richard Pollreisz

FILTER	# 1	TURBIDITY ANALYZER CALIBRATION		
MONTH	September		Calibrate-Quarterly	Last done -----08/08/2016
YEAR	2016			Due next-------11/10/2016
DATE	INITIAL'S	VALUE	STANDARD	COMMENT'S
08/08/16	R.P.	10.06	10	Cell-A
"	"	0.02	0.02	Cell-A
"	"	10.87	10	Cell-B
"	"	0.01	0.02	Cell-B
"	"	10.25	10	Cell-C
"	"	0.03	0.02	Cell-C
"	"	11.02	10	Cell-D
"	"	0.02	0.02	Cell-D

FILTER	# 2	TURBIDITY ANALYZER CALIBRATION		
MONTH	September		Calibrate-Quarterly	Last done --- 08//08/2016
YEAR	2016			Due next------11/10/2016
DATE	INITIAL'S	VALUE	STANDARD	COMMENT'S
08/08/2016	R.P.	10.86	10	Cell-A
"	"	0.03	0.02	Cell-A
"	"	11.49	10	Cell-B
"	"	0.01	0.02	Cell-B
"	"	11.59	10	Cell-C
"	"	0.02	0.02	Cell-C
"	"	10.82	10	Cell-D
"	"	0.03	0.02	Cell-D
"	"	10.02	10	Lab. (B-Y)
"	"	0.01	0.02	Lab. (B-Y)
"	"	10.32	10	Lab. (FINISH)
"	"	0.02	0.02	Lab. (FINISH)

September, 2016 -- LAKE INFORMATION

DATE	Measurement	WATER TEMP.	Rainfall
09/05/16			1.61 inches
09/06/16	Lake down 11 inches	69.8 degrees	0.34 inch
09/12/16	Lake running over 1-inch-deep	69.8 degrees	0.00 inch
09/15/16			0.34 inch
09/16/16			0.10 inch
09/19/16	Lake is full	66.2 degrees	0.00 inch
09/26/16	Lake is down 1 inch	64.4 degrees	0.00 inch

Total rainfall for September was ---------2.39 inches

Respectfully yours
Richard Pollreisz
Water Superintendent

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 10/3/16

Organization: James Valley Community Center

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

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

Contact Information:

Name: Kim Burg, Activities Coordinator

Address: JVCC 300 West 1st Ave, Mitchell, SD 57301

Phone #: 995-8048

Email: jvcc@mldconetwork.com

501(c) 3 – (Non-Profit): yes ✓ no____ eligible____

Dates of Ticket Sales: Beginning 11/1/2016

Date of Raffle Drawing: 1/12/17

Value of Raffle Prize: $2,000 Quilt

Proceeds Benefiting: JVCC

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 10/11/2016

Organization: Mitchell Aquatic Club

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

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

Contact Information:

Name: Jill Weber

Address: 520 Fairoaks Ave, Mitchell, SD

Phone #: 605-996-6772

Email: jnweber@mitchelltelecom.net

501(c) 3 – (Non-Profit): yes X no_____ eligible_____

Dates of Ticket Sales: 11-17-2016 – 1-30-2017

Date of Raffle Drawing: Every Monday, Wednesday & Friday for 2017 calendar year

Value of Raffle Prize: $10 every Mon., Wed., & Fri of the year and 3 - $150 prizes on 3/3/17, 6/23/17, & 12/1/17

Proceeds Benefiting: Mitchell Aquatic Club

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/03/2016 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):

Agenda Item: Change Order No. 2 200-400 North Rowley Utility Improvements #2016-3

Explanation/Background of Agenda Item Requested:

There were some changes in quantities during construction. This will decrease the contract amount by $8228.50 for Menning Backhoe LLC.

Original Bid:	$161,244.25
After previous Change Order:	$182,756.75
Change Order #2:	$ -8,228.50
New Contract Amount:	$174,528.25

SECTION 00660 CHANGE ORDER NO. 2

AGREEMENT Dated March 21, 2015 CHANGE ORDER DATE: October 17, 2015

PROJECT: 200-400 North Rowley Utility Improvements #2016-3.

WORK ITEMS: All items

OWNER: CITY OF MITCHELL, SOUTH DAKOTA

CONTRACTOR: MENNING BACKHOE, LLC

The following changes are hereby authorized to the Contract Documents:

Add 1 -10"x4" Sewer Wye for 400 N. Rowley St.

Add 1 Connection to existing Water Service for 119 W. 3rd Ave.

Subtract all 6" and 8" MJ 45deg Bends due to installing temporary water services.

Subtract all Tracer Wire Boxes for Curb Stop due to lack of need for installation.

Adjustment for differences in plan quantities and placement quantities of Sanitary Sewer, Storm sewer and Water pipes.

CHANGE TO CONTRACT PRICE

Original Contract Price: $ 161,244.25

Current Contract Price as adjusted by previous Change Order: $ 182,756.75

This Change Order will ~~(increase)~~ (decrease) ~~(unaffect~~) the

Contract Price: $ 8,228.50

The new Contract Price including this Change Order will be: $ 174,528.25

CHANGE TO CONTRACT TIME

The Contract Time will be ~~(increased) (decreased~~) (unchanged) _____

calendar days.

The date for Final Completion for all Work is unchanged.

APPROVALS

OWNER: CITY OF MITCHELL, SOUTH DAKOTA

ENGINEER: _____

CONTRACTOR: _____

MAYOR: _____

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016 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):

Agenda Item: Change Order No. 1 23rd & Ohlman Westwood Storm Pond #2016-30

Explanation/Background of Agenda Item Requested:

We needed to add additional oats seed for a better fall cover crop.

Original Bid:	$ 71,032.35
Change Order #1:	$ 550.00
New Contract Amount:	$ 71,582.35

SECTION 00660 CHANGE ORDER NO. 1

AGREEMENT Dated March 21, 2015 CHANGE ORDER DATE: April 4, 2016

PROJECT: 23rd & Ohlman Westwood Storm Pond #2016-30.

WORK ITEMS: Seeding

OWNER: CITY OF MITCHELL, SOUTH DAKOTA

CONTRACTOR: Schoenfelder Construction Inc.

The following changes are hereby authorized to the Contract Documents:

Addition of Oats for a fall cover crop.

CHANGE TO CONTRACT PRICE

Original Contract Price: $ 71,032.35

Current Contract Price as adjusted by previous Change Order: $ 71,032.35

This Change Order will (increase) (~~decrease~~) (~~unaffect~~) the

Contract Price: $ 550.00

The new Contract Price including this Change Order will be: $ 71,582.35

CHANGE TO CONTRACT TIME

The Contract Time will be ~~(increased) (decreased~~) (unchanged) _____

calendar days.

The date for Final Completion for all Work is unchanged.

APPROVALS

OWNER: CITY OF MITCHELL, SOUTH DAKOTA

ENGINEER: _____

CONTRACTOR: _____

MAYOR: _____

Schoenfelder Construction Inc.

3131 West Havens
Mitchell, S. D. 57301

Phone (605) 996-3254 **Fax (605) 996-3254**

City of Mitchell

Corey Beyer

Change Order

Additional oats for cover crop	$550.00

Thanks

Cal Muilenburg, Office Manager
Schoenfelder Construction Inc.

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

Requested By: CINDY ROTH

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: Approval of Parade of Lights Parade and Street Closures

Explanation/Background of Agenda Item Requested:

Mitchell Main Street and Beyond would like to request a parade permit, street closures and No Parking for December 5, 2016 for the Parade of Lights beginning at 6:30 p.m.

The following street closures and No Parking restrictions are requested to begin at 4:00 p.m. on December 5, 2016:

- Main Street -- Railroad through 9th
- Railroad Street — Rowley through Langdon
- 100 Blk South Lawler
- 200 Blk South Kimball
- City Parking lot just north of The Depot

Request that all streetlights and traffic lights on Main Street be turned off from 6:30 pm to the end of parade

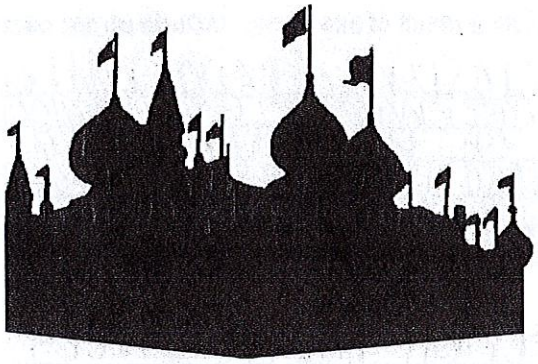
City of Mitchell

Street Dance & Special Event Permit Application

Applicant: Mitchell Main Street + Beyond

Event Date: December 5th 2016

(month) (days) (year)



Instructions:

To apply for a Street Dance or Special Event Permit, please complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

This application is subject to Mitchell City Council Approval. Any violations of the approved permit will be grounds for law enforcement to require the immediate termination of the event.

EVENT INFORMATION

Type of Event:
☐ Street Dance ☐ For Profit ☐ Concert
☐ Private Dance ☑ Non-Profit ☑ Other (specify) parade

Event Title: parade of lights

Event Date(s): Dec. 5th 2016 (month, day, year) Total Anticipated Attendance: 4500

(# of Participants 500 # of Spectators 4,000)

Actual Event Hours: (from): 6:30 AM / PM (to): 7:30 AM / PM

(dances / bands & amplified noise end no later than 12:00 a.m.)

Location / Staging Area: Railroad Ave to 10th Ave.

Band Name NA

Set up/assembly/construction Date: Dec. 5th Start Time: 4:00 AM / PM

Please describe the scope of your setup / assembly work (specific details): Lining up of parade floats at 1st and Railroad on Main Street. including two blocks east + west on railroad Ave

Dismantle Date: Dec. 5th Completion time: 9:00 AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s)**, **day**, **date** and **time** of closing and time of re-opening: Main Street closure from Railroad to 10th Ave. on Monday December 5th from 4:00pm to 9:00pm. parade begins at Main Street + Railroad Ave. running north. would also give Railroad ave closed two blocks in both directions, including city owned parking lot.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)
☑ Noncommercial (nonprofit)

Sponsoring Organization: Mitchell Main Street + Beyond

Chief Officer of Organization (NAME): Jen Johnston

Applicant (NAME): Jen Johnston Business Phone: (605) 990-4500

Address: 601 N. Main St. Mitchell (city) SD (state) 57301 (zip code)

Daytime phone: (605) 990-4500 Evening Phone: (605) 941-1001 Fax #: (NA

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

Name: NA

Address: _____ (city) _____ (state) _____ (zip code)

Contact person "**on site**" day of event or facility use Jen Johnston Pager/Cell #: 605-941-1001
(**Note**: This person must be in attendance for the duration of the event and immediately available to city officials)

REQUIRED: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

FEES / PROCEEDS / REPORTING

☐ Consumption permit requested - **$500 fee**
(consumption permits end at 12:30 a.m.)

☐ Special event license requested: alcoholic *beverage license, malt beverage, wine license, or malt beverage & wine license where noise permit is required. (SDCL 35-4-124)* ***- $500 fee***

NO	YES	
☑	☐	Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.
☐	☑	Will items or services be sold at the event? If **YES**, please describe: not chocolate + coffee by local non-profits in private lots
☐	☑	Does this event involve a moving route of any kind along streets, sidewalks or highways? If **YES**, attach a detailed map of your proposed route, indicating the direction of travel and provide a written narrative to explain your route.
☐	☑	Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all streets impacted by the event.

In addition to the route map required above, please attach a diagram showing the overall lay-out and set-up locations for the following items:

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).
  Please describe how food will be served at the event: None

  If you intend to cook food in the event area, please specify the method to be used:

  ____ GAS ____ ELECTRIC ____ CHARCOAL ____ OTHER (specify): _____
- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

(NOTE): You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.

Number of trash cans: _____ Trash Containers w / lids: _____
Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:
event volunteers will walk streets following event

- Other Related Event Components not covered above.

NO	YES	
☑	☐	Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, non profit status).
☑	☐	Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s).:

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

See attachment for route details, staging area and a request to turn off the street lights at 4:30pm until the parade is completed

OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)

SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**: Mitchell Police + Fire if emergency. Event volunteers will patrol during the parade along with traffic control and route security by Mitchell police.

Please describe your Accessibility Plan for access at your event by individuals with disabilities: Main Street is handicap accessible + restrooms are available inside the corn palace

REQUIRED: It is the applicant's responsibility to comply with all City, County, State and Federal Disability Access Requirements applicable to this event.

PRIVATE SECURITY IS REQUIRED AS APPROVED BY THE CHIEF OF PUBLIC SAFETY

NO **YES**

☑ ☐ Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: _____

Security Organization Address: _____

_____ (city) _____ (state) _____ (zip code)

Security Director (Name): _____ Business phone: _____

☐ ☑ Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators:

Street lights, no additional lighting will be brought in.

Please indicate what arrangements you have made for providing **First Aid Equipment**?

Mitchell EMS

PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event: We plan to provide specific details to Main Street members + owners via email.

ADDITIONAL INFORMATION REQUIRED FOR FACILITIES USE

1. Date / Time requested for set up or preparation of facility: Mon. Dec. 4th @ 4:00pm
2. Date / Time clean up and restoration of facility will be completed: Mon. Dec. 4th @ 9:00pm
3. Please indicate city facilities requested for use:

NO	YES		NO	YES	
☑	☐	Bleachers (No. Needed _____) $35 per day per bleacher	☐		
☑	☐	Electricity / Main Street $100 per day per electric panel	☐	☐	City Hall parking lot
☑	☐	Fencing - orange snow fence $2.50 per day per 50'	☐	☐	Other (specify) _____
☐	✓	Main Street — YES	☐	☐	Parking Lot
☐	☑	Traffic cones. (No. Needed —) $25.00 per day	☐	☐	Picnic Tables — $ 0.25 per day
	✓	Barricades - $3.00 per day			Signs - $2.00 per day (one needed for each lane of traffic)
	☑	Portable Sign Posts - $1.00 per day			

4. Please indicate set-up by sponsor:

Float participants will stage on the south end of main street after 4:00pm. See attached map.

Please describe preparation or set-up required for your activity in detail: Set up will occur from Kimball to Rowley on Railroad Ave, utilizing the city parking lot on the NW corner of Railroad + Main. Check in will be held at the Depot.

INSURANCE REQUIREMENTS

REQUIRED: Insurance for your event will be required before final permit approval.

Name of Insurance Company: Cor Insurance Agent's Name: Barb Larson

Business Phone: 605-996-6070 Policy Number: GP350PA0372-2 Policy Type: Liability

Address: 715 N. Main St. Mitchell (city) SD (state) 57301 (zip code)

For final permit approval, you will need $2,000,000 commercial general liability insurance that names "the City of Mitchell, its officers, employees and agents" as an additional insured. Insurance coverage must be maintained for the duration of the event. For insurance related questions, please contact the Human Resources Office at (605) 995-8417 – Fax # (605) 995-8443.

The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: **City of Mitchell, Human Resources, 612 North Main Street, Mitchell, SD 57301**.

LIQUOR LIABILITY INSURANCE

NA

REQUIRED: This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental. A minimum of $500,000 liquor liability is required with City of Mitchell named as additional insured.

Name of Insurance Company: _____ Agent's Name: _____

Business Phone: _____ Policy Number: _____ Policy Type: _____

Address: _____ _____ _____ _____

Please obtain the required insurance and mail an original insurance certificate to: **City of Mitchell, Human Resources, 612 North Main Street, Mitchell, SD 57301**.

AFFIDAVIT OF APPLICANT

ADVANCE CANCELLATION NOTICE REQUIRED: If this event is cancelled, notify the Mitchell Police Division. Otherwise, City personnel and equipment may be needlessly dispatched.

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

Name of Applicant (PRINT): Jen Johnston Title: Executive Director

[signature] Date: 9/29/14 _____

(signature of Applicant / sponsoring organization) (signature of Professional Event Organizer or Renter of City-owned Facilities)

ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO	YES	
☑	☐	Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music. Number of Stages: _____ Number of Bands: _____ Type of Music/Entertainers Name: _____
☐	☑	Will **sound amplification** be used? - Floats If **YES**, please indicate: Start Time: 10:00 AM / PM – Finish Time: 8:30 AM / PM
☑	☐	Will **sound checks** be conducted prior to the event? If **YES**, please indicate: Start Time: _____ AM / PM – Finish Time: _____ AM / PM Please describe the sound equipment that will be used for your event: generators & sound systems used by individual float participants
☑	☐	Will any fireworks, rockets or other pyrotechnics be used? If **YES**, please complete the attached fireworks application included at the end of this Special Event application. A permit will be issued by the City Fire Marshal's office contingent upon the receipt of the required certificate of insurance and approval by the council. $30.00 fee.
☐	☑	Will any signs, banners, decorations or special lighting be used? If **YES**, please describe: lit floats

PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO	YES	
☐	☒	Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe: radio, newspaper, event calendars, Flyers
☐	☒	Will there be any live media coverage during your event? If **YES**, please explain: radio + potentially Television
☐	☒	Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Mitchell. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage: mitchellmainstreet.com

Refer all event public inquiries and / or media inquiries for this event to:

NAME: Jen Johnston PHONE: 941-1001 (cell)

ACTION OF CITY COUNCIL

The within application for a Street Dance Permit in the City of Mitchell was presented to the City Council on the

_____Day of_____,20_____.

Motion by the City Council was as follows:

_____

_____

_____

The following permits will be granted by the Department of Public Safety:

_____Parade Permit _____Noise Permit _____Consumption Permit _____Fireworks Permit

Amount of fees to be paid to the City of Mitchell:_____

Dated this _____Day of _____, 20_____.

_____
Mayor

Attest:

_____
Finance Officer

Date fees paid:_____

Finance Office signature:

_____

FIREWORKS PERMIT APPLICATION

(Needed Prior To Issuing Fireworks Permit)

Name of Applicant _____ Phone # _____

Address _____ City _____ State _____ Zip _____

PERSON(S) ACTUALLY IN CHARGE OF FIRING THE DISPLAY:

Name _____ Address _____ State _ Zip _____

Name _____ Address _____ State _ Zip _____

Date of Display _____ Time of Day _____

Length of Display: _____

Exact Location of Display _____

What is width perimeter requirements? _____ _____

_____

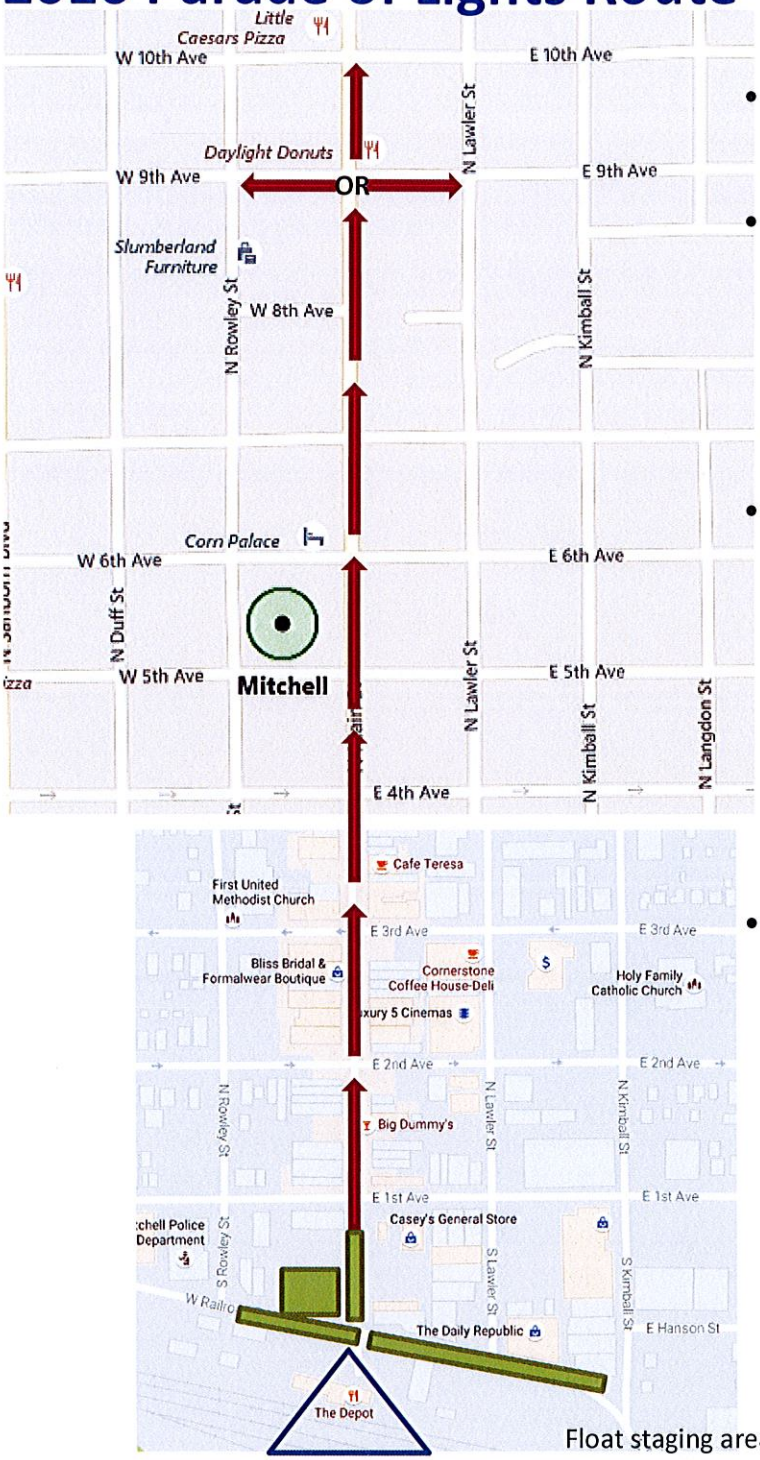
A copy of the applicant 's insurance certificate must be on file with Human Resources. The insurance certificate must have liability insurance of $1,000,000 per occurrence and the City of Mitchell listed as additional insured.

TYPE OF FIREWORKS:

_____ Class B Explosive (Special Fireworks) _____ Class C Common Fireworks

Applicant should be aware that there is a $30.00 permit fee.

2016 Parade of Lights Route



Float check in station

- *The street closure will include 1st Ave to 10th Ave on Main Street, traveling north.*
- *Main Street will be shut down at 4:00pm, with no parking on Main Street. The east-west streets will remain open until 6:30pm and immediately opened back up following the parade.*
- *Parade floats will turn east or west onto 9th ave at the end of the parade route. We would like for half of the 9th ave block to remain closed and free of vehicles, both to the east and west, to ensure larger vehicles plenty of space to make the turn onto 9th Ave at the end of the route.*
- *Additionally, we would like to request that the street lights on Main Street be turned off at 6:30pm and turned back on following the parade.*

Float staging areas (green)

Main Street from Railroad to 1st Ave
Parking Lot on NW corner of Rail road and Main Street
Railroad from Main to Rowley
Railroad Ave from Main to Kimball

ate Recieved _____ License No. _____
ate Issued _____

Uniform Alcoholic Beverage License Application

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

. Owner Name and Address

Sean Moen
2506 Alex Ct, Mitchell

wner's Telephone #: 630 6028

B. Business Name and Address

Overtime Event Center
812 N Rowley, Suite B
Mitchell, SD 57301

Business Telephone #: 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) Christmas - liquor 9 Dec 16
- ☐ 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? [X] Yes [ ] No

D. Legal description of licensed premise:

See attached

Have you ever been convicted of a felony? [ ] Yes [X] No

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

E. State Sales Tax Number: 1026-9247-ST

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

G. New license? X 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 12 day of Oct, 2016 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? [X] Yes [ ] No County: Davison

This application was subscribed and sworn to before me this 12th day of October 2016

Approving Officer's Telephone number 605 995-8420 Signature: Cindy Roth

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. ☐

State of South Dakota)
:ss
County of)

Affidavit

We, 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
Sam Moen	owner	2706 Alex Ct, Mitchell	owner/operator
Stephanie Moen	owner	"	owner

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

Name	Address	Occupation
Same as above		owner
Same as above		owner

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

Name	Address	Percentage of Shares
Same as above		50%
Same as above		50%

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 Sportsbar + Sports 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 12th of October 2016, Davison County, State of South Dakota.

My commission expires 11-3-2017 Cynthia Roth
(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 Deeds103730

This document prepared by (and after recording return to):

Name:	William J. Toulouse
Firm/Company:	Quarnstrom & Doering, P.A.
Address:	109 South 4th 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. R 081860, of the Register of Deeds for Davison County, South Dakota.

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.

Grantor

Richard A. Bragg
Type or Print Name

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.

KAREN KNADLE NOTARY PUBLIC SOUTH DAKOTA

Karen Knadle
Notary Public, State of South Dakota

My commission expires: 4/18/12

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.

KAREN KNADLE NOTARY PUBLIC SOUTH DAKOTA

Karen Knadle
Notary Public, State of South Dakota

My commission expires: 4/18/12

Karen Knadle
Type or Print Name

Date Recieved _____ License No. _____
Date Issued _____

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 Moen
2065 Alex Ct
Mitchell, SD 57301

Owner's Telephone #: 630 6028

B. Business Name and Address

Overtime Event Center
812 N Rowley, Suite B
Mitchell, SD 57301

Business Telephone #: 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
- [X] Other (please classify) Christmas - Liquor 13 Dec 16
- [ ] Transfer Fee $150.00

Number of other Package Liquor Licenses held: _____
Number of other On-sale Liquor Licenses held: _____
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 [X] No

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

E. State Sales Tax Number: 1026-9247-5T

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

G. New license? X 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 12 day of Oct, 2016 Signature _____

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Place of business is located in a municipality? [X] Yes [ ] No County: Davison

This application was subscribed and sworn to before me this 13th day of October 2016

Approving Officer's Telephone number 605-995-8420 Signature: Cindy Raeth

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
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Amount of fee retained $ 200.00
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For Local Government Use

(Seal) _____
Mayor or Chairman
If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____
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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)
:ss
County of ☐)

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

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Address of office and principal place of business of corporation/partnership/LP/LLC 716 N Ranley, 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
Sean Mohr	owner	2506 S Alex Ct, Mitchell SD	owner/operator
Stephanie Mohr	owner	"	owner

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

Name	Address	Occupation
Same as above		owner
Same		owner

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

Name	Address	Percentage of Shares
Same as above		50%
Same		50%

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 & Sports 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 SRMohr

Subscribed and sworn to before me this 12th of October 2016, Davison County, State of South Dakota.

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

Filed for Record - Davison County SD
Filed On 4/22/2009 3:55 PM
Document# R 091357 Transfer$ .50
Book 0709 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 4th Street
Address 2:	
City, State, Zip:	Marshall, MN 56258
Phone:	507 537-1441

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(Husband and Wife to LLC)

KNOW ALL MEN BY THESE PRESENTS THAT:

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BOOK 709 PAGE 45

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Grantor

Richard A. Bragg
Type or Print Name

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.

KAREN KNADLE NOTARY PUBLIC SOUTH DAKOTA

Karen Knadle
Notary Public, State of South Dakota

My commission expires: 4/18/12

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.

KAREN KNADLE NOTARY PUBLIC SOUTH DAKOTA

Karen Knadle
Notary Public, State of South Dakota

My commission expires: 4/18/12

Karen Knadle
Type or Print Name

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

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): Varies by project

Agenda Item: Approve Periodic Payment Estimates

Explanation/Background of Agenda Item Requested:

Each project listed separately with it's own contract amount and paid to date.

PAY ESTIMATES FOR OCTOBER 17, 2016

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
SPN & Associates	#2015-35 Water Dist. System Analysis	#3	$ 10,825.00	$ 47,025.00	$ 49,500.00
Big "O" Concrete	#2016-4C Sidewalk	#2	$ 3,340.53	$ 20,267.73	$ 48,034.00
Dakota Constructors	#2016-9 Asphalt/Concrete Crushing	#1	$ 61,427.97	$ 61,427.97	$ 91,800.00
MSH Architects	#2016-11 Swimming Pool	#7	$ 99,100.98	$ 362,029.17	$ 590,000.00
Commercial Asphalt	#2016-15 Paving & Overlay	#4	$ 10,981.57	$ 336,838.21	$ 474,031.79
SPN & Associates	#2016-19 5th Street & Utilities Improv.	#9	$ 17,373.00	$ 155,457.35	$ 207,500.00
Leggette, Brashears & Gr	#2016-28 Old Landfill Leachate Monitori	#3	$ 1,118.35	$ 6,819.37	$ 15,622.00
Leggette, Brashears & Gr	#2016-29 New Landfill Monitoring	#5	$ 713.10	$ 5,077.04	$ 16,608.00
Schoenfelder Constructi	#2016-30 23rd & OhlmanWestwood Pond	#3	$ 17,686.00	$ 70,427.35	$ 71,582.35
			$ 222,566.50	$ 1,065,369.19	$ 1,564,678.14

Prepared by Deb Hanson-Sudbeck

PACKET: 04221 10/17/16 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-1766051	101-41110-42300	LEGAL PUBLICA ACCT #246603-LEGALS	164848	2,557.32
01-01785	SDPA					
		I-2016-LARSON	101-41110-42700	TRAVEL, CONF REG.-J LARSON	164971	100.00
01-03114	SUBWAY					
		I-185887	101-41110-42700	TRAVEL, CONF MEALS 10/11-PLANNING COMM	164978	42.00
				DEPARTMENT 1110 CITY COUNCIL	TOTAL:	2,699.32

PACKET: 04221 10/17/16 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
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	101-41210-42800	UTILITIES-TEL ACCT #886931646-00001	164992	54.15
				DEPARTMENT 1210 MAYOR'S OFFICE	TOTAL:	54.15

PACKET: 04221 10/17/16 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
01-08815	STEPHANIE ELLWEIN					
		I-10716	101-41220-42700	TRAVEL, CONF, RAPID CITY 10/4-6 MEALS/MILEAG	164859	290.68
		I-92916	101-41220-42700	TRAVEL, CONF, KANSAS CITY MO 9/24-28 MEALS/M	164859	552.40
				DEPARTMENT 1220 CITY ADMINISTRATOR TOTAL:		843.08

PACKET: 04221 10/17/16 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
01-02170	DAVISON COUNTY REGISTER					
		I-161907	101-41410-42600	SUPPLIES COPIES	164854	62.00
01-06739	THOMSON REUTERS - WEST					
		I-834794172	101-41410-42610	WEST GROUP LA WEST INFORMATION CHARGES	164981	583.00
				DEPARTMENT 1410 ATTORNEY'S OFFICE TOTAL:		645.00

PACKET: 04221 10/17/16 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-7574	101-41420-42600	SUPPLIES & MA #10 REGULAR ENVELOPES	164901	149.50
		I-7690	101-41420-42600	SUPPLIES & MA TONER,PENS	164901	169.65
01-05195	A & B BUSINESS SOLUTION					
		I-329415	101-41420-42500	REPAIRS CONTRACT #15155-01	164801	201.56
		I-329417	101-41420-42500	REPAIRS CONTRACT #CT3202-01	164801	58.51
				DEPARTMENT 1420 FINANCE TOTAL:		579.22

PACKET: 04221 10/17/16 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
01-04779	AVERA OCCUPATIONAL MEDI					
		I-32045-00	101-41440-42231	EMPLOYEE PHYS SERVICE	164814	2,297.96
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	2,297.96

PACKET: 04221 10/17/16 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-2587293-8-9/16	101-41920-42811	UTILITIES-CIT 612 N MAIN ST	164928	1,667.86
		I-2830632-2-9/16	101-41920-42810	UTILITIES-STO 5951 AIRPORT RD	164928	83.81
		I-2955717-0-9/16	101-41920-42811	UTILITIES-CIT 500 N MAIN	164928	224.93
		I-3025538-4-9/16	101-41920-42810	UTILITIES-STO 512 N MAIN ST	164928	26.23
		I-3025539-2-9/16	101-41920-42810	UTILITIES-STO 512 1/2 N MAIN ST	164928	6.00
01-08594	MAKE IT MINE DESIGNS					
		I-4799	101-41920-42620	SUPPLIES-CITY DECALS	164896	37.80
				DEPARTMENT 1920 MUNICIPAL BUILDINGS	TOTAL:	2,046.63

PACKET: 04221 10/17/16 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-2279-5455	101-41935-42615	POSTAGE MAILING SERVICE	164953	402.55
		I-377734	101-41935-42615	POSTAGE EZ FLATS	164953	16.70
01-00500	DAILY REPUBLIC					
		I-1766219	101-41935-42630	SURPLUS AUCTI ACCT #246951-SURPLUS AUCTION	164848	658.80
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	101-41935-42850	UTILITIES/TEL ACCT #886931646-00001	164992	64.15
01-01590	MCLEOD'S PRINTING					
		I-8023	101-41935-42620	COMPUTER SUPP LASER AP CHECKS	164901	278.90
01-03738	MID STATES AUDIO INC					
		I-28431	101-41935-43510	COMPUTER HARD EQUIPMENT INSTALLATION-COUNCIL	164906	3,486.70
01-06750	MITCHELL TELECOM					
		I-10563768	101-41935-42850	UTILITIES/TEL ACCT #223662-2	164919	2,206.85

DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL: 7,114.65

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	CAMPBELL SUPPLY INC.					
		I-159-10/5/16	101-42110-42670	SERVICE DOG S PIPE	164832	14.59
01-00500	DAILY REPUBLIC					
		I-1766220	101-42110-42902	ALCOHOL TASK ACCT #246952-PUBLIC SAFETY	164848	400.00
01-00531	PAULSON AIR					
		I-44397	101-42110-42201	BUILDING MAIN FILTERS	164948	158.64
		I-S927	101-42110-42201	BUILDING MAIN REPAIRS @ PUBLIC SAFETY BLDG	164948	304.32
01-00737	NEVE'S UNIFORMS INC					
		I-RP-038604	101-42110-42640	UNIFORM ALLOW BADGE	164926	86.00
01-01117	WHEELCO BRAKE & SUPPLY					
		I-2262710059	101-42110-42610	GAS OIL TIRES FUEL ADDITIVE	164998	19.83
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-029322	101-42110-42500	REPAIRS OIL FILTER,PAD SET,ROTOR	164976	140.85
		I-15-029707	101-42110-42500	REPAIRS OIL FILTERS	164976	17.49
01-01210	LAKEVIEW VETERINARY CLI					
		I-277619	101-42110-42670	SERVICE DOG S SERVICE DOG TOMMY	164891	97.08
01-01322	LARRY'S I-90 SERVICE IN					
		I-60279	101-42110-42610	GAS OIL TIRES TIRES	164892	740.58
		I-60295	101-42110-42500	REPAIRS MOUNT & BALANCE TIRE	164892	20.00
01-01325	MEYERS OIL CO					
		I-100331	101-42110-42610	GAS OIL TIRES DIESEL FUEL #2C	164905	55.44
		I-100332	101-42110-42610	GAS OIL TIRES UNLEADED GAS	164905	3,231.02
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	101-42110-42800	TELEPHONE ACCT #886931646-00001	164992	479.45
01-01830	NORTHWESTERN ENERGY & C					
		I-2949839-1-10/16	101-42110-42810	UTILITIES-PS 122 S ROWLEY ST	164928	47.98
01-01943	PALACE CITY PAWN					
		I-52216	101-42110-42990	STOLEN/BUY FU CR #2016-01367	164945	250.00
01-01964	DAKOTA SUPPLY GROUP					
		I-C435816	101-42110-42201	BUILDING MAIN GE LIGHTING	164850	19.68
01-02484	DARRINGTON WATER COND					
		I-33456-9/16	101-42110-42200	PROFESSIONAL RENTAL	164852	21.00
01-02540	SHOPKO STORES OPERATING					
		I-6748	101-42110-42600	SUPPLIES SHIRTS,COFFEE,DISINFECTANT,	164973	93.64
		I-6748	101-42110-42640	UNIFORM ALLOW SHIRTS,COFFEE,DISINFECTANT,	164973	117.65

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-02811	JONES SUPPLIES						
		I-105869	101-42110-42201	BUILDING MAIN	ROLL TOWELS,TISSUE	164886	110.35
01-02984	BROWN & SAENGER						
		I-2129422-0	101-42110-42600	SUPPLIES	DESK STAPLER	164828	22.79
01-03018	KONE INC						
		I-949433695	101-42110-42205	ELEVATOR-SERV	MAINTENANCE COVERAGE	164888	707.58
01-03307	MEGA WASH						
		I-37049	101-42110-42500	REPAIRS	CAR WASHES	164902	8.00
01-03360	WHOLESALE ELECTRONICS I						
		I-B62780150	101-42110-42600	SUPPLIES	AAA BATTERIES,9V BATTERIES	164999	35.28
01-04293	JCL SOLUTIONS						
		I-1080384	101-42110-42201	BUILDING MAIN	SOAP DISPENSER,HEPACIDE	164883	53.66
01-04352	UPS STORE #4227						
		I-9205	101-42110-42200	PROFESSIONAL	SHIPPING	164989	34.31
01-05195	A & B BUSINESS SOLUTION						
		I-326770	101-42110-42500	REPAIRS	CONTRACT #12583-01	164801	96.86
		I-326965	101-42110-42500	REPAIRS	CONTRACT #CT4351-01	164801	72.16
		I-329414	101-42110-42500	REPAIRS	CONTRACT #14635-01	164801	40.33
01-06703	TERANCE REYELTS						
		I-91716	101-42110-42710	TRAINING	WATERTOWN 9/11-16 MEALS	164958	104.00
01-07002	INTEGRITY TRANSCRIPTION						
		I-3953	101-42110-42200	PROFESSIONAL	TRANSCRIBING SERVICE	164880	662.75
01-08014	VERN EIDE CHEVROLET BUI						
		I-GMCB222738	101-42110-42980	VEHICLE TOWIN	POLICE TOW	164993	145.00
01-08104	SATCOM GLOBAL LTD						
		I-AS10161214	101-42110-42800	TELEPHONE	CONTRACT PLAN	164965	42.75
01-08281	AMERIPRIDE SERVICES INC						
		I-2800672884	101-42110-42201	BUILDING MAIN	MATS	164811	59.95
01-08609	MINNESOTA BUREAU OF CRI						
		I-17963-030916SMEI	101-42110-42710	TRAINING	REG-R ERICKSON	164910	240.00

DEPARTMENT 2110 POLICE DEPARTMENT TOTAL: 8,751.01

PACKET: 04221 10/17/16 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
01-00210	BAILEY METAL FABRICATOR					
		I-44751A	101-42130-42600 SUPPLIES	REPAIRS	164816	90.45
01-00424	CAMPBELL SUPPLY INC.					
		I-32-9/28/16	101-42130-42640 UNIFORMS	HIVIS SWTSHIRT W/LOGO	164832	34.88
01-00532	A-OX WELDING SUPPLY CO					
		I-513256-00	101-42130-42600 SUPPLIES	CLYINDER	164803	48.12
01-00985	HONDA OF MITCHELL					
		I-98393	101-42130-42500 REPAIRS	REPAIRS	164876	58.99
01-01020	CENTRAL ELECTRIC COOPER					
		I-12553001-9/16	101-42130-42835 UTILITIES-STR	MONTHLY SERVICE	164837	146.00
		I-14579001-9/16	101-42130-42835 UTILITIES-STR	MONTHLY SERVICE	164837	429.00
01-01117	WHEELCO BRAKE & SUPPLY					
		I-2262710059	101-42130-42610 GAS, OIL, TIR	FUEL ADDITIVE	164998	2.10
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-028506	101-42130-42500 REPAIRS	SPARK PLUGS	164976	6.24
		I-15-028514	101-42130-42500 REPAIRS	SPARK PLUG THREAD	164976	7.45
		I-15-028690	101-42130-42500 REPAIRS	BOLT,BATTERY ASM	164976	69.70
01-01202	TK ELECTRIC					
		I-13447	101-42130-42535 LIGHT MAINTEN	LIGHTS REPAIRS UNDER OVERPASS	164983	77.08
		I-13470	101-42130-42530 TRAFFIC LIGHT	CLEAR TRAFFIC BULBS	164983	43.62
01-01325	MEYERS OIL CO					
		I-100332	101-42130-42610 GAS, OIL, TIR	UNLEADED GAS	164905	349.37
01-01450	MUTH ELECTRIC INC					
		I-274131	101-42130-42530 TRAFFIC LIGHT	BULBS	164924	3.74
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	101-42130-42820 TELEPHONE	ACCT #886931646-00001	164992	118.30
01-01830	NORTHWESTERN ENERGY & C					
		I-2576730-2-9/16	101-42130-42810 UTILITIES-TRA	N SANBORN AND 5TH AVE	164928	101.14
		I-2577687-3-9/16	101-42130-42810 UTILITIES-TRA	N SANBORN AND 7TH AVE	164928	111.67
		I-2577895-2-9/16	101-42130-42810 UTILITIES-TRA	710 N MINNESOTA ST	164928	10.15
		I-2578443-0-9/16	101-42130-42840 BUILDING UTIL	705 N CAPITAL ST	164928	167.47
		I-2579139-3-9/16	101-42130-42810 UTILITIES-TRA	901 N MINNESOTA ST	164928	10.59
		I-2579461-1-9/16	101-42130-42810 UTILITIES-TRA	N SANBORN AND 12TH AVE	164928	102.72
		I-2580169-7-9/16	101-42130-42810 UTILITIES-TRA	1700 N MAIN ST	164928	10.00
		I-2580311-5-9/16	101-42130-42810 UTILITIES-TRA	1204 N KIMBALL ST	164928	10.74
		I-2580312-3-9/'16	101-42130-42810 UTILITIES-TRA	N MAIN AND 12TH AVE	164928	84.69
		I-2580491-5-9/16	101-42130-42810 UTILITIES-TRA	1403 N KIMBALL ST	164928	10.89
		I-2581249-6-9/16	101-42130-42520 EMERGENCY SIR	E GOLF COURSE SIREN	164928	24.07

PACKET: 04221 10/17/16 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
01-01830	NORTHWESTERN ENERGY & C continued					
		I-2581250-4-9/16	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	164928	20.96
		I-2581251-2-9/16	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	164928	22.59
		I-2581252-0-9/16	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	164928	25.10
		I-2581521-8-9/16	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	164928	95.53
		I-2582741-1-9/16	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	164928	710.87
		I-2583138-9-9/16	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	164928	11.18
		I-2583139-7-9/16	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	164928	11.03
		I-2583145-4-9/16	101-42130-42810	UTILITIES-TRA 1522 W UNIVERSITY AVE	164928	10.74
		I-2583147-0-9/16	101-42130-42810	UTILITIES-TRA 310 W NORWAY	164928	10.89
		I-2583319-5-9/16	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	164928	99.81
		I-2583840-0-9/16	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	164928	111.71
		I-2585321-9-9/16	101-42130-42810	UTILITIES-TRA E HAVENS AND BURR ST	164928	140.12
		I-2585410-0-9/16	101-42130-42835	UTILITIES-STR 1101 S BURR ST	164928	277.57
		I-2585416-7-9/16	101-42130-42810	UTILITIES-TRA 700 E NORWAY AVE	164928	116.57
		I-2585432-4-9/16	101-42130-42835	UTILITIES-STR 1700 S BURR ST	164928	451.00
		I-2585457-1-9/16	101-42130-42810	UTILITIES-TRA 700 E KAY AVE	164928	97.74
		I-2585833-3-9/16	101-42130-42810	UTILITIES-TRA 1909 N MAIN ST	164928	88.56
		I-2586693-0-9/16	101-42130-42810	UTILITIES-TRA 112 W 2ND AVE	164928	90.84
		I-2586929-8-9/16	101-42130-42810	UTILITIES-TRA 111 W 5TH AVE	164928	112.73
		I-2586966-0-9/16	101-42130-42810	UTILITIES-TRA 111 W 7TH AVE	164928	88.59
		I-2719916-5-9/16	101-42130-42520	EMERGENCY SIR CABELA AND SPRUCE	164928	22.43
		I-2734281-5-9/16	101-42130-42520	EMERGENCY SIR 900 BLOCK OF E 11TH ST SIREN	164928	22.43
		I-2735044-6-9/16	101-42130-42835	UTILITIES-STR 801 N KIMBALL ST	164928	10.00
		I-2735047-9-9/16	101-42130-42835	UTILITIES-STR 300 E MAIN ALLEY	164928	65.84
		I-2745956-9-9/16	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	164928	22.14
		I-2747912-0-9/16	101-42130-42810	UTILITIES-TRA .5 BLK S SPRUCE HWY 37	164928	10.89
		I-2748243-9-9/16	101-42130-42810	UTILITIES-TRA I 90 AND HWY 37	164928	108.23
		I-2748245-4-9/16	101-42130-42810	UTILITIES-TRA SALEBARN RD AND HWY 37	164928	108.23
		I-2748246-2-9/16	101-42130-42810	UTILITIES-TRA N I 90 LITES	164928	112.78
		I-2784889-4-9/16	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	164928	10.89
		I-2784890-2-9/16	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	164928	12.07
		I-2812391-7-9/16	101-42130-42520	EMERGENCY SIR 5861 TOWER RD	164928	25.84
		I-2860182-1-9/16	101-42130-42810	UTILITIES-TRA MINNESOTA AND 16 AVE	164928	10.59
		I-2860183-9-9/16	101-42130-42810	UTILITIES-TRA MINNESOTA AND 18 AVE	164928	10.59
		I-2943370-3-9/16	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR LT	164928	82.56
		I-2980768-2-9/16	101-42130-42810	UTILITIES-TRA 121 W HAVENS	164928	118.00
		I-3045379-9-9/16	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	164928	10.15
01-01964	DAKOTA SUPPLY GROUP					
		I-C418554	101-42130-42535	LIGHT MAINTEN 175W GE LIGHTING	164850	203.40
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-5261-2	101-42130-42545	PAINT PAINT	164972	411.60
01-02679	MENARD'S INC					
		I-6916	101-42130-42600	SUPPLIES MICROFIBER CLOTHS,AIRWICK OIL,	164903	18.45
01-02811	JONES SUPPLIES					

PACKET: 04221 10/17/16 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
01-02811	JONES SUPPLIES	continued					
		I-105665	101-42130-42600	SUPPLIES	ROLL TOWELS	164886	74.79
01-04871	SD DEPT OF TRANSPORTATI						
		I-S93828	101-42130-42545	PAINT	BISYMETRIC BEADS	164970	1,463.80
01-06045	TRAFFIC CONTROL CORPORA						
		I-93683	101-42130-42530	TRAFFIC LIGHT PED SIGNAL LED		164985	408.00
				DEPARTMENT 2130 TRAFFIC DEPARTMENT		TOTAL:	8,067.00

PACKET: 04221 10/17/16 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
01-00210	BAILEY METAL FABRICATOR						
		I-44802	101-42200-42500	VEHICLE MAINT	LABOR	164816	85.02
01-00532	A-OX WELDING SUPPLY CO						
		I-945145	101-42200-42550	REPAIR-SELF-C	HYDROTEST STEEL CYLINDERS	164803	100.00
01-01117	WHEELCO BRAKE & SUPPLY						
		I-2262710059	101-42200-42610	GAS & OIL	FUEL ADDITIVE	164998	6.64
01-01199	STURDEVANT'S AUTO PARTS						
		I-15-029627	101-42200-42500	VEHICLE MAINT	LIFT SUPPORT	164976	140.32
01-01325	MEYERS OIL CO						
		I-100331	101-42200-42610	GAS & OIL	DIESEL FUEL #2C	164905	209.12
		I-100332	101-42200-42610	GAS & OIL	UNLEADED GAS	164905	246.01
		I-100332	101-42200-42611	GAS & OIL-RUR	UNLEADED GAS	164905	19.76
01-01518	VERIZON WIRELESS						
		I-SEPTEMBER 2016	101-42200-42800	TELEPHONE	ACCT #886931646-00001	164992	162.23
01-02570	DANKO EMERGENCY EQUIPME						
		I-78740	101-42200-42550	REPAIR-SELF-C	FILTERS	164851	191.73
		I-78805	101-42200-42200	PROFESSIONAL	PUMP TEST,CONVERSION/REPAIR KI	164851	1,300.03
01-03360	WHOLESALE ELECTRONICS I						
		I-B62780070	101-42200-42600	SUPPLIES	WATCH/CALCULATOR BATTERY	164999	1.48
01-03846	BOUND TREE MEDICAL LLC						
		I-82276869	101-42200-42640	UNIFORMS	FLEECE JACKET	164826	81.99
		I-82278190	101-42200-42640	UNIFORMS	PANTS,PARKA	164826	266.28
01-05276	M & T FIRE AND SAFETY I						
		I-99051	101-42200-42600	SUPPLIES	FC-CLIP	164895	35.00
01-07874	PUBLIC SAFETY CENTER						
		I-5695732	101-42200-42600	SUPPLIES	4AA BATTERIES,LIGHT BATON,GLOV	164952	202.37
01-09248	HAGEMEYER NORTH AMERICA						
		I-ZB-43714-11	101-42200-42600	SUPPLIES	SENSOR	164870	225.43

DEPARTMENT 2200 FIRE DEPARTMENT TOTAL: 3,273.41

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00712	NAPA AUTO PARTS						
		I-639418	101-43100-42600	SUPPLIES	BLUE DEF	164925	17.98
01-00917	DAKOTA FLUID POWER INC						
		I-6472875	101-43100-42600	SUPPLIES	HOSE ENDS	164849	332.64
01-01117	WHEELCO BRAKE & SUPPLY						
		I-2262710059	101-43100-42610	GAS	FUEL ADDITIVE	164998	43.05
01-01199	STURDEVANT'S AUTO PARTS						
		I-15-029323	101-43100-42600	SUPPLIES	AAA BATTERIES,SERVICE GAGE	164976	42.64
		I-15-029324	101-43100-42600	SUPPLIES	LUBE FILTER,AIR FILTER,FUSE	164976	73.38
		I-15-029703	101-43100-42600	SUPPLIES	FUEL INJECTION,SPARK PLUGS,SEN	164976	316.92
		I-15-029712	101-43100-42600	SUPPLIES	D BATTERIES,AA BATTERIES	164976	15.77
01-01239	BUTLER MACHINERY INC						
		I-04PS0527474	101-43100-42600	SUPPLIES	ADJUSTER KIT	164829	166.95
01-01325	MEYERS OIL CO						
		I-100332	101-43100-42610	GAS	UNLEADED GAS	164905	829.37
		I-20598	101-43100-42600	SUPPLIES	OIL	164905	1,219.00
01-02790	SUN GOLD SPORTS						
		I-67318	101-43100-42650	UNIFORMS	SHIRTS W/LOGO	164979	106.20
01-02804	TMA STORES						
		I-46850	101-43100-42600	SUPPLIES	MUFFLER	164984	139.05
01-02811	JONES SUPPLIES						
		I-105966	101-43100-42600	SUPPLIES	ROLL TOWELS	164886	98.30
01-03014	ADVANCE AUTO PARTS						
		I-5761627259645	101-43100-42600	SUPPLIES	IGN CONTROL	164806	47.71
01-03884	COMMERCIAL ASPHALT/SPEN						
		I-16215	101-43100-42620	ASPHALT MIX	HOT MIX	164844	7,134.58
01-08130	C & B OPERATIONS LLC						
		I-2182415	101-43100-42600	SUPPLIES	TIRE	164830	97.33
01-08281	AMERIPRIDE SERVICES INC						
		I-2800680987	101-43100-42500	REPAIRS	MATS	164811	71.50
01-08856	MARCO TECHNOLOGIES LLC						
		I-3674685	101-43100-42500	REPAIRS	CONTRACT #CN128819-02	164897	13.69

DEPARTMENT 3100 STREET DEPARTMENT TOTAL: 10,766.06

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01117	WHEELCO BRAKE & SUPPLY					
		I-2262710059	101-43110-42610	GAS FUEL ADDITIVE	164998	1.62
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-029327	101-43110-42600	SUPPLIES OIL FILTER,TRICO TECH BEAM	164976	26.56
01-01325	MEYERS OIL CO					
		I-100332	101-43110-42610	GAS UNLEADED GAS	164905	375.92
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	101-43110-42800	UTILITIES ACCT #886931646-00001	164992	277.28
01-02804	TMA STORES					
		I-46798	101-43110-42500	REPAIRS FLAT TIRE REPAIR	164984	12.88
01-03678	INTERSTATE OFFICE PRODU					
		I-01CQ9224	101-43110-42600	SUPPLIES STAPLER	164881	25.41
		I-01CQ9321	101-43110-42600	SUPPLIES STAPLER	164881	25.41
		I-01CR0890	101-43110-42600	SUPPLIES LEGAL PADS	164881	15.60
01-05454	AIA CORPORATION					
		I-SSC1940166	101-43110-42650	UNIFORMS POLO SHIRTS W/LOGO	164809	200.00
01-06750	MITCHELL TELECOM					
		I-10558068	101-43110-42916	NUISANCE ABAT ACCT #19259-0	164919	5.64
01-08177	HOHN'S SERVICES INC					
		I-6424	101-43110-42916	NUISANCE ABAT LAWN MOWING	164875	225.00
01-09172	AAA LAWN CARE AND MAINT					
		I-284240	101-43110-42916	NUISANCE ABAT LAWN MOWING	164804	338.00
				DEPARTMENT 3110 PUBLIC WORKS ADMIN	TOTAL:	1,529.32

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 3120 STREET & SIDEWALK CONST BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00110	BROCK WHITE COMPANY LLC					
		I-12717133-00	101-43120-43300	STREET OVERLA PAPER ROLLS-STREET PROJECTS	164827	1,051.38
01-00470	COMMERCIAL ASPHALT					
		I-2016-15 P.E. #4	101-43120-43300	STREET OVERLA 2016-15 P.E. #4	164843	10,981.57
01-01054	JAMES VALLEY NURSERY IN					
		I-970307	101-43120-42521	SIDEWALK CONS REPAIRS @ 1121 S MAIN	164882	166.41
01-02470	HD SUPPLY WATERWORKS LT					
		I-G118975	101-43120-43300	STREET OVERLA ADA PLATES	164873	3,578.68
		I-G118975	101-43120-42521	SIDEWALK CONS ADA PLATES	164873	2,000.00
01-02480	SCHMUCKER PAUL & NOHR					
		I-2016-19 P.E. #9	101-43120-43320	5TH AVENUE MA 2016-19 P.E. #9	164966	10,423.80
01-07651	BIG O CONCRETE					
		I-2016-4C P.E. #2	101-43120-42521	SIDEWALK CONS 2016-4C P.E. #2	164823	2,800.53
01-08957	LIQUID CAPITAL EXCHANGE					
		I-2016-9 P.E. #1	101-43120-42630	GRAVEL-BASE 2016-9 P.E. #1	164894	61,427.97
				DEPARTMENT 3120 STREET & SIDEWALK CONST TOTAL:		92,430.34

PACKET: 04221 10/17/16 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
01-02207	JD CONCRETE PRODUCTS					
		I-22943	101-43150-42600	SUPPLIES & MA CONCRETE	164884	281.25
01-02470	HD SUPPLY WATERWORKS LT					
		I-G118975	101-43150-42600	SUPPLIES & MA ADA PLATES	164873	1,000.00
01-02485	SCHOENFELDER CONSTRUCTI					
		I-2016-30 P.E. #3	101-43150-43326	PHEASANT STRE 2016-30 P.E. #3	164967	17,686.00
				DEPARTMENT 3150 STORM DRAINAGE	TOTAL:	18,967.25

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	CAMPBELL SUPPLY INC.					
		I-116-10/5/16	101-43700-42600	SUPPLIES & MA COUPLER PLUG,LAWN TUBING,TIRE	164832	55.51
01-01325	MEYERS OIL CO					
		I-102655	101-43700-42610	GAS & FUEL REGULAR/DIESEL FUEL #2R	164905	456.00
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	101-43700-42800	UTILITIES ACCT #886931646-00001	164992	67.86
01-01787	NORTH CENTRAL SEED CO					
		I-18369	101-43700-42604	TREES, SOD & LAWN MIXTURE	164927	410.00
01-01830	NORTHWESTERN ENERGY & C					
		I-2581642-2-9/16	101-43700-42800	UTILITIES 600 W 23RD AVE PUMP	164928	280.31
01-02679	MENARD'S INC					
		I-6982	101-43700-42510	HEADSTONE REP CAULK	164903	34.90
		I-7037	101-43700-43330	RETAINING WAL UTILITY KNIVES,GARDEN STAPLES,	164903	282.04
		I-7292	101-43700-43330	RETAINING WAL LAWN BLANKET,METAL/CUT OFF	164903	415.66
01-02880	THUNE TRUE VALUE HARDWA					
		I-A317886	101-43700-42600	SUPPLIES & MA TOP READ ALU LEVEL	164982	11.99
01-05195	A & B BUSINESS SOLUTION					
		I-329418	101-43700-42500	REPAIR & MAIN CONTRACT #CT3203-01	164801	58.51
				DEPARTMENT 3700 CEMETERY	TOTAL:	2,072.78

PACKET: 04221 10/17/16 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
01-01117	WHEELCO BRAKE & SUPPLY					
		I-2262710059	101-44120-42610	GAS OIL TIRES FUEL ADDITIVE	164998	1.90
01-01210	LAKEVIEW VETERINARY CLI					
		I-277626	101-44120-42900	IMPOUNDING DO NOVEMBER RENT/DOG POUND	164891	1,439.70
01-01325	MEYERS OIL CO					
		I-100332	101-44120-42610	GAS OIL TIRES UNLEADED GAS	164905	253.02
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	101-44120-42800	UTILITIES-NEW ACCT #886931646-00001	164992	34.10
01-02017	DAVISON RURAL WATER SYS					
		I-4837-10/16	101-44120-42800	UTILITIES-NEW OCTOBER FEES	164855	36.90
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	1,765.62

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 4600 EMERGENCY MEDICAL SERV BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01117	WHEELCO BRAKE & SUPPLY					
		I-2262710059	101-44600-42610 GAS & OIL	FUEL ADDITIVE	164998	4.19
01-01325	MEYERS OIL CO					
		I-100331	101-44600-42610 GAS & OIL	DIESEL FUEL #2C	164905	411.74
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	101-44600-42800 TELEPHONE & I	ACCT #886931646-00001	164992	135.72
01-01590	MCLEOD'S PRINTING					
		I-7744	101-44600-42600 SUPPLIES	AMBULANCE INVOICES	164901	298.00
01-02804	TMA STORES					
		I-46717	101-44600-42530 VEHICLE REPAI	TIRES	164984	256.06
01-06201	HENRY SCHEIN INC					
		I-34799469	101-44600-42600 SUPPLIES	SPLINT,CUFF,PROBE COVER,IV CAT	164874	226.50
01-08913	ARROW INTERNATIONAL INC					
		I-94242343	101-44600-42600 SUPPLIES	STABILIZER,NEEDLES	164813	1,161.93

DEPARTMENT 4600 EMERGENCY MEDICAL SERV TOTAL: 2,494.14

PACKET: 04221 10/17/16 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
01-00134	MATTHEW BENDER & CO INC						
		I-85819247	101-45500-43420	BOOKS	BOOK	164899	48.64
01-00141	OCLC INC						
		I-483090	101-45500-42690	MINITEX FEES	CATALOGING	164940	318.31
		I-488689	101-45500-42690	MINITEX FEES	CATALOGING	164940	318.31
01-00616	PENGUIN RANDOM HOUSE IN						
		I-1088536179	101-45500-43421	AUDIO-VISUAL	CD'S	164949	30.00
		I-1088788361	101-45500-43421	AUDIO-VISUAL	CD'S	164949	22.50
01-01015	INGRAM LIBRARY SERVICES						
		I-94833043	101-45500-43420	BOOKS	BOOKS	164877	420.20
		I-94852418	101-45500-43420	BOOKS	BOOKS	164877	40.18
		I-94852419	101-45500-43420	BOOKS	BOOK	164877	17.51
		I-94852420	101-45500-43420	BOOKS	BOOKS	164877	14.98
		I-94852421	101-45500-43420	BOOKS	BOOK	164877	10.91
		I-94852422	101-45500-43420	BOOKS	BOOK	164877	12.58
		I-94877234	101-45500-43420	BOOKS	BOOKS	164877	33.95
		I-94881236	101-45500-43420	BOOKS	BOOK	164877	30.27
		I-94892079	101-45500-43420	BOOKS	BOOK	164877	27.71
		I-94897053	101-45500-43420	BOOKS	BOOKS	164877	123.24
		I-94953511	101-45500-43420	BOOKS	BOOKS	164877	138.72
		I-94953512	101-45500-43420	BOOKS	BOOK	164877	12.28
		I-94953513	101-45500-43420	BOOKS	BOOK	164877	6.20
		I-94953514	101-45500-43420	BOOKS	BOOK	164877	14.16
		I-94989387	101-45500-43420	BOOKS	BOOKS	164877	87.54
		I-94995795	101-45500-43420	BOOKS	BOOK	164877	18.88
		I-94995796	101-45500-43420	BOOKS	BOOKS	164877	98.17
		I-94995797	101-45500-43420	BOOKS	BOOK	164877	23.16
		I-94995798	101-45500-43420	BOOKS	BOOK	164877	14.40
		I-95053521	101-45500-43420	BOOKS	BOOKS	164877	57.94
		I-95140273	101-45500-43420	BOOKS	BOOKS	164877	46.66
		I-95147952	101-45500-43420	BOOKS	BOOKS	164877	88.15
		I-95147953	101-45500-43420	BOOKS	BOOK	164877	19.28
		I-95147954	101-45500-43420	BOOKS	BOOKS	164877	58.94
		I-95147955	101-45500-43420	BOOKS	BOOK	164877	12.21
		I-95147956	101-45500-43420	BOOKS	BOOK	164877	8.73
01-01596	RECORDED BOOKS INC						
		I-75397988	101-45500-43421	AUDIO-VISUAL	CD	164956	6.95
		I-75401163	101-45500-43421	AUDIO-VISUAL	EAUDIO	164956	73.08
		I-75403818	101-45500-43421	AUDIO-VISUAL	CD'S	164956	314.99
		I-75406828	101-45500-43421	AUDIO-VISUAL	EAUDIO	164956	120.06
		I-75411447	101-45500-43421	AUDIO-VISUAL	CD	164956	7.95
		I-75413570	101-45500-43421	AUDIO-VISUAL	EAUDIO	164956	56.90
01-01810	GALE						
		I-58857733	101-45500-43420	BOOKS	BOOKS	164867	162.69

PACKET: 04221 10/17/16 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
01-01810	GALE	continued					
		I-58858317	101-45500-43420	BOOKS	BOOKS	164867	180.68
		I-58858616	101-45500-43420	BOOKS	BOOKS	164867	275.15
		I-58895588	101-45500-43420	BOOKS	BOOKS	164867	74.22
		I-59055064	101-45500-43420	BOOKS	BOOKS	164867	60.72
01-02008	QUALITY BOOKS INC						
		I-196137	101-45500-43420	BOOKS	BOOKS	164954	1,520.72
01-02040	QUILL CORP						
		I-9033088	101-45500-42600	SUPPLIES & MA	TONER	164955	143.98
01-02811	JONES SUPPLIES						
		I-105649	101-45500-42600	SUPPLIES & MA	FERTILIZER	164886	35.00
		I-105705	101-45500-42600	SUPPLIES & MA	ROLL TOWELS,TISSUE,KLEENEX	164886	175.73
		I-105728	101-45500-42600	SUPPLIES & MA	BOWL CLEANER	164886	30.63
01-02984	BROWN & SAENGER						
		I-2122683-0	101-45500-42600	SUPPLIES & MA	TONER	164828	68.95
01-05088	BLACKSTONE AUDIO INC						
		I-852373	101-45500-43421	AUDIO-VISUAL	CD'S	164824	225.00
		I-852374	101-45500-43421	AUDIO-VISUAL	EBOOKS	164824	90.00
		I-855639	101-45500-43421	AUDIO-VISUAL	EBOOK	164824	7.95
01-05195	A & B BUSINESS SOLUTION						
		I-325029	101-45500-42600	SUPPLIES & MA	CONTRACT #CT1733-01	164801	372.64
		I-330111	101-45500-42600	SUPPLIES & MA	CONTRACT #CT3205-01	164801	58.51
01-06026	CENTER POINT LARGE PRIN						
		I-1405290	101-45500-43420	BOOKS	BOOKS	164836	86.88
01-08223	OVERDRIVE INC						
		I-249500052637009131	101-45500-42693	E-BOOKS/AUDIO	EBOOK	164942	65.00
01-08813	STU CAMPBELL						
		I-999588	101-45500-43420	BOOKS	BOOKS	164831	108.48
01-08920	SPORT VIDEOS						
		I-74366	101-45500-43421	AUDIO-VISUAL	EBOOKS	164974	257.00
01-09233	SPRINGER CUSTOMER SERVI						
		I-1450909552	101-45500-43420	BOOKS	BOOK	164975	465.36

DEPARTMENT 5500 LIBRARY TOTAL: 7,219.93

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 7000 GENERAL LONG TERM LIAB BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06952	WELLS FARGO BANK					
		I-1366251	101-47000-23711	2009 B-Y WATE PAYING AGENT FEE	164997	400.00
				DEPARTMENT 7000 GENERAL LONG TERM LIAB	TOTAL:	400.00
				FUND 101 GENERAL	TOTAL:	174,016.87

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 201 PARK FUND
DEPARTMENT: 5110 RECREATION & AQUATICS BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00250	BIERSCHBACH EQUIPMENT &					
		I-01 654265	201-45110-42550	REPAIR & MAIN 22 OZ GEL PASTE	164821	34.00
01-00424	CAMPBELL SUPPLY INC.					
		I-35-8/31/16	201-45110-42605	SUPPLIES & MA CAR BUFFER,WAX PAD,CAR WAX	164832	48.75
01-00445	CITY OF MITCHELL					
		I-04-000950-00-9/16	201-45110-42850	UTILITIES-AQU HITCHCOCK POOL	164840	14,625.00
01-00762	FLOOR TO CEILING STORE					
		I-35502	201-45110-42550	REPAIR & MAIN GROUT & ADHESIVE-POOL TILE	164865	55.00
01-01490	MUELLER LUMBER CO. INC.					
		I-242002	201-45110-42550	REPAIR & MAIN CAULK,LEVELING CAULK,BACKER RO	164923	43.32
		I-242005	201-45110-42550	REPAIR & MAIN BACKER ROD,LEVELING CAULK,ACET	164923	229.41
		I-242082	201-45110-42550	REPAIR & MAIN CAULK GUN,LEVELING CAULK,	164923	130.00
		I-242109	201-45110-42550	REPAIR & MAIN BACKER RODS,LEVELING CAULK	164923	107.57
		I-242140	201-45110-42550	REPAIR & MAIN SELF LEVELING CAULK	164923	244.70
01-01830	NORTHWESTERN ENERGY & C					
		I-2868739-0-9/16	201-45110-42850	UTILITIES-AQU 1201 E HANSON ST POOL	164928	5,276.64
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-4822-2	201-45110-42605	SUPPLIES & MA PRE FILLER,PRECAULK FILL,SCRAP	164972	98.18
01-02602	SD DEPT OF HEALTH					
		I-10573162	201-45110-42605	SUPPLIES & MA LAB	164969	30.00
01-02679	MENARD'S INC					
		I-5296	201-45110-42550	REPAIR & MAIN BACKER RODS	164903	24.16
		I-5551	201-45110-42550	REPAIR & MAIN CONCRETE BONDING ADDITIVE,BRU	164903	37.95
		I-5648	201-45110-42550	REPAIR & MAIN VINYL CEMENT PATCH	164903	9.99
		I-6516	201-45110-42550	REPAIR & MAIN POOL CAULK	164903	99.60
01-08564	PARKSTON YOUTH FOOTBALL					
		I-2016-05	201-45110-42600	SUPPLIES & MA JAMBOREE TEAMS ON 9/17	164947	150.00

DEPARTMENT 5110 RECREATION & AQUATICS TOTAL: 21,244.27

PACKET: 04221 10/17/16 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
01-00356	QUALIFIED PRESORT					
		I-2279-5455	201-45140-42600	SUPPLIES & MA MAILING SERVICE	164953	3.76
01-00445	CITY OF MITCHELL					
		I-04-001300-00-9/16	201-45140-42800	UTILITIES 1300 MAIN ST N-REC CENTER	164840	684.45
01-00462	COCA COLA BOTTLING CO					
		I-1383471	201-45140-42601	CONCESSION SU POP	164842	7.50
		I-1383572	201-45140-42601	CONCESSION SU POP	164842	57.00
01-00940	HARVE'S SPORT SHOP					
		I-21762	201-45140-42600	SUPPLIES & MA STOP WATCHES,FLAGS	164871	59.96
01-01193	KROHMER PLUMBING INC					
		I-21385	201-45140-42500	REPAIR & MAIN RED RUBBER GASKET	164890	10.22
01-01410	MITCHELL SCHOOL DISTRIC					
		I-2583796-4-7/16	201-45140-42800	UTILITIES CITY SHARE-1301 N KIMBALL ST	164918	1,217.84
		I-2583796-4-8/16	201-45140-42800	UTILITIES CITY SHARE-1301 N KIMBALL ST	164918	1,419.59
01-01450	MUTH ELECTRIC INC					
		I-588500	201-45140-42500	REPAIR & MAIN REPAIRS @ REC CENTER	164924	337.75
		I-588888	201-45140-42500	REPAIR & MAIN LABOR	164924	99.00
		I-588888	201-45140-42600	SUPPLIES & MA BALLASTS & BULBS	164924	197.83
01-01830	NORTHWESTERN ENERGY & C					
		I-2580493-1-9/16	201-45140-42800	UTILITIES 1300 N MAIN	164928	3,440.07
		I-2773861-6-9/16	201-45140-42800	UTILITIES 1300 N MAIN ST 15	164928	355.89
01-02119	FORMULATIONS					
		I-179637	201-45140-42600	SUPPLIES & MA HAIR & BODY SHAMPOO	164866	229.25
01-02567	S & M PRINTING COMPANY					
		I-66742	201-45140-42300	PUBLISHING INFORMATION BROCHURES	164963	115.00
		I-66773	201-45140-42600	SUPPLIES & MA RECREATION & FUN PASS FORMS	164963	75.00
01-02811	JONES SUPPLIES					
		I-105296	201-45140-42600	SUPPLIES & MA ROLL TOWELS,BATH TISSUE	164886	188.04
01-02840	TESSIER'S INC					
		I-TES017799	201-45140-42500	REPAIR & MAIN POOL EXHAUST FAN REPAIRS	164980	135.00
		I-TES017799	201-45140-42600	SUPPLIES & MA POOL EXHAUST FAN REPAIRS	164980	44.66
		I-TES017803	201-45140-42500	REPAIR & MAIN LABOR	164980	101.25
		I-TES017803	201-45140-42600	SUPPLIES & MA LABOR	164980	105.77
01-02880	THUNE TRUE VALUE HARDWA					
		I-A315781	201-45140-42600	SUPPLIES & MA HARDWARE,SUCTION CUP,FLUO TUBE	164982	11.71
		I-A315784	201-45140-42600	SUPPLIES & MA SLOTTED FLAT	164982	8.99
		I-B144104	201-45140-42600	SUPPLIES & MA TENT STAKE	164982	4.49

PACKET: 04221 10/17/16 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
01-03180	UNITED LABORATORIES					
		I-165920	201-45140-42600	SUPPLIES & MA SHOWER X-TRA POWER	164987	235.16
01-03267	WALMART COMMUNITY/RFCSL					
		I-3995	201-45140-42600	SUPPLIES & MA BOARD GAMES,SPONGES,PAINT,COTT	164995	95.12
		I-8953	201-45140-42601	CONCESSION SU POOL CONCESSION PRODUCT	164995	36.45
01-08298	DETCO					
		I-172678	201-45140-42600	SUPPLIES & MA PUMP SPRAY DISINFECTANT	164856	489.08
		I-272678	201-45140-42600	SUPPLIES & MA ODOR ENDS CLEANING SUPPLIES	164856	486.92
				DEPARTMENT 5140 RECREATION CENTER TOTAL:		10,252.75

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00424	CAMPBELL SUPPLY INC.						
		I-103-9/8/16	201-45160-42600	SUPPLIES & MA	HOSE	164832	2.19
		I-167-9/9/16	201-45160-42600	SUPPLIES & MA	BLADES	164832	123.70
01-00445	CITY OF MITCHELL						
		I-04-000300-00-9/16	201-45160-42800	UTILITIES	CADWELL PARK BTHRM	164840	113.25
		I-04-001000-00-9/16	201-45160-42800	UTILITIES	1001 MINNESOTA ST N-ICE A N	164840	71.60
		I-04-001001-00-9/16	201-45160-42800	UTILITIES	ICE ARENA-NEW ADDTN	164840	208.45
		I-04-001550-00-9/16	201-45160-42800	UTILITIES	SOCCER COMPLEX	164840	143.00
01-00712	NAPA AUTO PARTS						
		C-638732	201-45160-42600	SUPPLIES & MA	CREDIT	164925	18.00-
		I-638523	201-45160-42600	SUPPLIES & MA	BATTERY	164925	100.60
01-01117	WHEELCO BRAKE & SUPPLY						
		I-2262420028	201-45160-43400	CAPITAL EQUIP	LED MINIBAR	164998	258.55
		I-2262710059	201-45160-42610	GAS & FUEL	FUEL ADDITIVE	164998	8.34
01-01199	STURDEVANT'S AUTO PARTS						
		I-15-027684	201-45160-42500	REPAIR & MAIN	OIL FILTER	164976	6.62
01-01202	TK ELECTRIC						
		I-12142	201-45160-43300	CAPITAL IMPRO	REPAIRS ON WEST 4-PLEX	164983	4,939.75
01-01325	MEYERS OIL CO						
		I-100332	201-45160-42610	GAS & FUEL	UNLEADED GAS	164905	190.13
01-01355	MIDWEST TURF & IRRIGATI						
		I-3733666-00	201-45160-43400	CAPITAL EQUIP	WORKMAN SPRAYER	164909	7,500.00
01-01395	MITCHELL CONCRETE PRODU						
		I-77845	201-45160-43300	CAPITAL IMPRO	CONCRETE	164914	257.50
01-01518	VERIZON WIRELESS						
		I-SEPTEMBER 2016	201-45160-42800	UTILITIES	ACCT #886931646-00001	164992	35.86
01-01805	FASTENAL COMPANY						
		I-SDMIT117666	201-45160-42600	SUPPLIES & MA	DECALS FOR NEW PICKUP	164864	22.84
01-01830	NORTHWESTERN ENERGY & C						
		I-2579141-9-9/16	201-45160-42800	UTILITIES	1001 N MINNNESOTA EMTR	164928	2,022.27
		I-2579265-6-9/16	201-45160-42800	UTILITIES	1101 N EDMUNDS M SHLTR	164928	16.96
		I-2582639-7-9/16	201-45160-42800	UTILITIES	PATTON YOUNG	164928	61.25
		I-2585121-3-9/16	201-45160-42800	UTILITIES	313 N HARMON DR	164928	275.68
		I-2586408-3-9/16	201-45160-42800	UTILITIES	TOURNEY HDQT	164928	63.16
		I-2586410-9-9/16	201-45160-42800	UTILITIES	1301 N MINNESOTA LIFT	164928	23.03
		I-2718054-6-9/16	201-45160-42800	UTILITIES	5825 TOWER RD	164928	472.99
		I-2787244-9-9/16	201-45160-42800	UTILITIES	D E CONCESSION	164928	103.02
		I-2787247-2-9/16	201-45160-42800	UTILITIES	WEST ELEC D E	164928	151.97

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY & C continued					
		I-2787248-0-9/16	201-45160-42800	UTILITIES WEST ELEC F G	164928	128.00
		I-2787249-8-9/16	201-45160-42800	UTILITIES H I J K SHOP	164928	716.62
		I-2787283-7-9/16	201-45160-42800	UTILITIES SOCCER FIELD	164928	92.65
		I-2787285-2-9/16	201-45160-42800	UTILITIES CADWELL PARK CONCESSION	164928	10.74
		I-2825237-7-9/16	201-45160-42800	UTILITIES 1301 N MINNESOTA	164928	267.00
		I-2834109-7-9/16	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	164928	613.81
		I-2920373-4-9/16	201-45160-42800	UTILITIES STAD SCOREBOARD 23	164928	10.44
		I-2991007-2-9/16	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	164928	740.41
01-01964	DAKOTA SUPPLY GROUP					
		I-C428085	201-45160-42600	SUPPLIES & MA PVC BUSHINGS,PVC ADAPTER,	164850	79.39
01-02187	REW'S TV SERVICE					
		I-2013744	201-45160-42600	SUPPLIES & MA CABLE FOR PA SYSTEM	164957	14.50
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-3281-2	201-45160-42600	SUPPLIES & MA PAINT	164972	66.12
		I-4579-8	201-45160-42600	SUPPLIES & MA PAINT	164972	661.33
01-02679	MENARD'S INC					
		I-5704	201-45160-43300	CAPITAL IMPRO NON-SHRINK GROUT,MIX-ALL MIXER	164903	165.67
		I-6091	201-45160-42600	SUPPLIES & MA FLOOR SQUEEGEES	164903	53.98
		I-6226	201-45160-42600	SUPPLIES & MA HOSE REEL,PAPER JOINT TAPE,HOS	164903	333.80
01-02804	TMA STORES					
		I-46434	201-45160-42500	REPAIR & MAIN FLAT REPAIRS	164984	10.82
		I-46539	201-45160-42500	REPAIR & MAIN TIRE REPAIR	164984	8.55
01-02811	JONES SUPPLIES					
		I-105126	201-45160-42600	SUPPLIES & MA BATH TISSUE,TISSUE,AIR FRESHEN	164886	272.14
		I-105568	201-45160-42600	SUPPLIES & MA AIR FRESHENERS,TISSUE,LINERS,	164886	290.82
01-02840	TESSIER'S INC					
		I-TES017495	201-45160-42500	REPAIR & MAIN REPAIRS @ ACTIVITIES CENTER	164980	95.56
01-02880	THUNE TRUE VALUE HARDWA					
		I-A315887	201-45160-42600	SUPPLIES & MA DUCT TAPE	164982	9.98
		I-A315888	201-45160-42600	SUPPLIES & MA FILTER FOR VACUUM	164982	12.99
		I-A316366	201-45160-42600	SUPPLIES & MA HARDWARE	164982	0.92
		I-A316578	201-45160-42600	SUPPLIES & MA CORNER IRON	164982	14.98
		I-A316863	201-45160-42600	SUPPLIES & MA SPREADER	164982	79.99
		I-A317128	201-45160-42600	SUPPLIES & MA D BATTERIES	164982	14.99
01-03165	PRO-BUILD					
		I-573514	201-45160-42600	SUPPLIES & MA CABINET SCREWS,RAIL,PLYWOOD,	164951	67.14
		I-573636	201-45160-42600	SUPPLIES & MA BRASS KEYED LOCK	164951	36.99
		I-573818	201-45160-42600	SUPPLIES & MA FASTENER,LOCKSET KEYS,Q-LON S	164951	24.57
		I-573820	201-45160-42600	SUPPLIES & MA DOOR LOCK FOR CADWELL	164951	46.99

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 201 PARK FUND
DEPARTMENT: 5160 SPORTS COMPLEXES BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03165	PRO-BUILD	continued				
		I-574777	201-45160-42600	SUPPLIES & MA GUTTERS,DOWNSPOUTS,GUTTER ELB	164951	222.50
01-03172	BECKER ARENA PRODUCTS I					
		I-1003335	201-45160-42600	SUPPLIES & MA PRO PWDER WHITE PAINT,DEOX PAD	164818	611.03
01-06698	BEACON ATHLETICS					
		I-462153	201-45160-42600	SUPPLIES & MA BASEBALL/SOFTBALL SUPPLIES	164817	2,794.00
01-08130	C & B OPERATIONS LLC					
		I-2170515	201-45160-42500	REPAIR & MAIN FILLER CAP	164830	11.36
01-08298	DETCO					
		I-160123	201-45160-42600	SUPPLIES & MA ODOR ENDS CLEANING SUPPLIES	164856	973.84
		I-170123	201-45160-42600	SUPPLIES & MA PUMP SPRAY DISINFECTANT	164856	978.24
		I-270332	201-45160-42600	SUPPLIES & MA SOFTY CLEANING SUPPLIES	164856	839.52
01-09222	ACCURATE-AIRTIGHT EXTER					
		I-160	201-45160-42500	REPAIR & MAIN AIR TESTING @ ICE ARENA	164805	7,975.00
				DEPARTMENT 5160 SPORTS COMPLEXES	TOTAL:	36,502.09

PACKET: 04221 10/17/16 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
01-00210	BAILEY METAL FABRICATOR					
		I-44840	201-45210-42500	REPAIR & MAIN 1" BLACK PIPE	164816	51.00
01-00424	CAMPBELL SUPPLY INC.					
		I-137-9/19/16	201-45210-42600	SUPPLIES & MA FLEX TUBING,WIRE CONN,QUICK SP	164832	10.43
		I-16-9/13/16	201-45210-42600	SUPPLIES & MA LEATHER GLOVES	164832	11.99
		I-161-9/16/16	201-45210-42600	SUPPLIES & MA TROWEL	164832	2.99
		I-188-9/19/16	201-45210-42500	REPAIR & MAIN HOSE BARBS,BRACKET,SWITCH	164832	9.98
		I-33-9/20/16	201-45210-42500	REPAIR & MAIN 100# GAUGE,SPRAY FITTING,COUPL	164832	101.55
		I-82-9/21/16	201-45210-42500	REPAIR & MAIN HOSE BARBS,RELIEF VALVE,TANK	164832	30.49
		I-89-9/23/16	201-45210-42600	SUPPLIES & MA FLAP DISCS,ANTI-FREEZE	164832	163.69
		I-92-9/15/16	201-45210-42600	SUPPLIES & MA PRIMER SEALER	164832	27.96
		I-98-9/15/16	201-45210-42600	SUPPLIES & MA HOSE CLAMPS,METAL SCREWS,	164832	81.94
01-00428	CARQUEST AUTO PARTS INC					
		I-4977-146115	201-45210-42500	REPAIR & MAIN LUBRICITY FORMULA	164835	71.88
01-00445	CITY OF MITCHELL					
		I-04-001150-00-9/16	201-45210-42800	UTILITIES OLD FISHER BLD-AIRP	164840	89.45
01-01117	WHEELCO BRAKE & SUPPLY					
		I-2262710059	201-45210-42610	GAS & FUEL FUEL ADDITIVE	164998	1.08
01-01325	MEYERS OIL CO					
		I-100332	201-45210-42610	GAS & FUEL UNLEADED GAS	164905	195.04
		I-102625	201-45210-42610	GAS & FUEL REGULAR/DIESEL FUEL #2R	164905	921.76
01-01395	MITCHELL CONCRETE PRODU					
		I-76606	201-45210-42600	SUPPLIES & MA CONCRETE	164914	154.50
		I-78054	201-45210-42600	SUPPLIES & MA CONCRETE	164914	135.00
01-01490	MUELLER LUMBER CO. INC.					
		I-242452	201-45210-42600	SUPPLIES & MA LEVELING CAULK	164923	10.19
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	201-45210-42800	UTILITIES ACCT #886931646-00001	164992	46.44
01-01570	MCFARLAND SUPPLY #3342					
		I-4248878	201-45210-42600	SUPPLIES & MA HOSE BIBB	164900	39.90
01-01805	FASTENAL COMPANY					
		I-SDMIT117571	201-45210-42600	SUPPLIES & MA HAND INJECTOR TOOL	164864	148.43
01-01830	NORTHWESTERN ENERGY & C					
		I-2580826-2-9/16	201-45210-42800	UTILITIES 800 E 11TH AVE	164928	7.67
		I-2581610-9-9/16	201-45210-42800	UTILITIES PUBLIC BEACH	164928	62.47
		I-2581647-1-9/16	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	164928	55.61
		I-2581648-9-9/16	201-45210-42800	UTILITIES ACCESS LOT LITE	164928	7.67
		I-2581649-7-9/16	201-45210-42800	UTILITIES DAY CAMP	164928	50.80

PACKET: 04221 10/17/16 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 continued						
		I-2583204-9-9/16	201-45210-42800	UTILITIES	1201 S MINNESOTA PARK	164928	15.55
		I-2584325-1-9/16	201-45210-42800	UTILITIES	1300 S ROWLEY PIONEER	164928	27.18
		I-2584526-4-9/16	201-45210-42800	UTILITIES	DRY RUN RESTROOM 20	164928	27.71
		I-2748483-1-9/16	201-45210-42800	UTILITIES	ACCESS LOT METER	164928	10.00
		I-2967874-5-9/16	201-45210-42800	UTILITIES	3100 INDIAN VILLAGE RD	164928	46.63
		I-2973566-9-9/16	201-45210-42800	UTILITIES	621 N MAIN ST	164928	12.22
		I-2997129-8-9/16	201-45210-42800	UTILITIES	800 E 11TH AVE	164928	16.08
		I-3045799-8-9/16	201-45210-42800	UTILITIES	311 1/2 N HARMON	164928	74.02
		I-3328555-2-9/16	201-45210-42800	UTILITIES	425 S BURR	164928	17.25
01-02602	SD DEPT OF HEALTH						
		I-10573162	201-45210-42600	SUPPLIES & MA	LAB	164969	170.00
01-02679	MENARD'S INC						
		I-5101	201-45210-42600	SUPPLIES & MA	BUSHINGS,ELBOWS,COUPLINGS,PVC	164903	5.70
		I-6580	201-45210-42500	REPAIR & MAIN	CASTER WHEEL	164903	27.99
01-02695	AG SYSTEMS INC						
		I-C40597	201-45210-42500	REPAIR & MAIN	SPRAYER CONTROLLER KIT	164807	458.50
01-03014	ADVANCE AUTO PARTS						
		I-5761625959156	201-45210-42500	REPAIR & MAIN	BRAKE MASTER CYLINDER	164806	25.37
		I-5761625959157	201-45210-42500	REPAIR & MAIN	BRAKE MASTER CYLINDER	164806	4.83
01-03360	WHOLESALE ELECTRONICS I						
		I-B6230130	201-45210-42500	REPAIR & MAIN	SPRAYER SWITCHES	164999	20.68
01-08130	C & B OPERATIONS LLC						
		I-2165108	201-45210-42500	REPAIR & MAIN	LOCK NUTS,SCREWS,WHEELS,AXLES	164830	133.53
01-08563	MORRIS EQUIPMENT LLC						
		I-8629	201-45210-42600	SUPPLIES & MA	AUGER BIT RENTAL	164920	252.00
01-09245	ELAINE ROBINSON						
		I-779	201-45210-42604	TREES	BLVD TREE PROGRAM	164961	232.11

DEPARTMENT 5210 PARKS TOTAL: 4,067.26

PACKET: 04221 10/17/16 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
01-02790	SUN GOLD SPORTS						
		I-67322	201-45220-42300	PUBLISHING	CAPS W/LOGO	164979	256.61
		I-67322	201-45220-42650	UNIFORMS	CAPS W/LOGO	164979	50.59
01-02984	BROWN & SAENGER						
		I-2122837-0	201-45220-42600	SUPPLIES & MA TONER		164828	269.98
		I-2125300-0	201-45220-42600	SUPPLIES & MA TONER		164828	112.99
				DEPARTMENT 5220	SUPERVISION	TOTAL:	690.17
				FUND 201	PARK FUND	TOTAL:	72,756.54

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 211 ENTERTAINMENT TAX
DEPARTMENT: 6311 ENTERTAINMENT TAX BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01370	MITCHELL AREA CHAMBER O					
		I-OCTOBER 2016	211-46311-42962	REGIONAL MARK 2016 FUNDING-OCTOBER	164911	3,125.00
01-01396	MITCHELL AREA CONVENTIO					
		I-OCTOBER 2016	211-46311-42960	CONV VISITORS 2016 FUNDING-OCTOBER	164912	21,875.00
01-01400	MITCHELL AREA DEVELOPME					
		I-OCTOBER 2016	211-46311-42961	MITCHELL AREA 2016 FUNDING-OCTOBER	164913	6,250.00
				DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL:	31,250.00
				FUND 211 ENTERTAINMENT TAX	TOTAL:	31,250.00

PACKET: 04221 10/17/16 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
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	214-43500-42800	UTILITIES - T ACCT #886931646-00001	164992	54.15
01-02484	DARRINGTON WATER COND					
		I-33456-9/16	214-43500-42600	SUPPLIES & MA RENTAL	164852	21.00
01-05943	CNA SURETY					
		I-54480601N	214-43500-42200	PROFESSIONAL NOTARY BOND-M HAINES	164841	50.00
		I-54480602N	214-43500-42200	PROFESSIONAL NOTARY BOND-G FRADET	164841	50.00
				DEPARTMENT 3500 E-911	TOTAL:	175.15
				FUND 214 E-911 EMERGENCY	TOTAL:	175.15

PACKET: 04221 10/17/16 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
01-01518	VERIZON WIRELESS						
		I-SEPTEMBER 2016	218-45140-42800	UTILITIES	ACCT #886931646-00001	164992	16.04
01-04244	DEB OVERSETH						
		I-165063	218-45140-42660	POSTAGE	POSTAGE STAMPS REIMBURSEMENT	164943	67.40
01-04265	UNITED WAY & VOLUNTEER						
		I-3430	218-45140-42300	PRINTING	COPIES	164988	7.00
01-06958	YANKTON COMPUTER & NETW						
		I-5-273-37734-96	218-45140-42600	SUPPLIES & MA	TONER	165002	269.99
				DEPARTMENT 5140	RSVP	TOTAL:	360.43

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5150 PALACE TRANSIT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00712	NAPA AUTO PARTS					
		I-639417	218-45150-42500	REPAIR AND MA FUEL ADDITIVE	164925	17.98
		I-640009	218-45150-42600	SUPPLIES & MA SOAP FOR CAR WASH	164925	37.96
01-01117	WHEELCO BRAKE & SUPPLY					
		I-2262710059	218-45150-42610	GAS OIL TIRES FUEL ADDITIVE	164998	26.84
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-029328	218-45150-42500	REPAIR AND MA OIL FILTERS,TRANSMISSION FLUID	164976	36.48
		I-15-029704	218-45150-42500	REPAIR AND MA WASHER FLUID,OIL FILTERS	164976	44.77
01-01325	MEYERS OIL CO					
		I-100331	218-45150-42610	GAS OIL TIRES DIESEL FUEL #2C	164905	667.33
		I-100332	218-45150-42610	GAS OIL TIRES UNLEADED GAS	164905	3,566.37
		I-20599	218-45150-42610	GAS OIL TIRES MOBIL OIL	164905	354.20
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	218-45150-42800	UTILITIES ACCT #886931646-00001	164992	49.97
01-02804	TMA STORES					
		I-46803	218-45150-42500	REPAIR AND MA EXHAUST REPAIRS	164984	150.00
01-05195	A & B BUSINESS SOLUTION					
		I-330112	218-45150-42300	PRINTING CONTRACT #CT3206-01	164801	58.51
01-09160	MASTER BLASTER CLEANING					
		I-11280	218-45150-42511	GARAGE REPAIR PUMP OIL CHANGE & INSPECTION	164898	57.49
				DEPARTMENT 5150 PALACE TRANSIT	TOTAL:	5,067.90

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5170 SANBORN CO TRANSIT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	218-45170-42800	UTILITIES ACCT #886931646-00001	164992	16.04
01-08512	EXPRESS STOP					
		I-836776	218-45170-42610	GAS OIL TIRES GAS	164861	45.02
01-08717	EXPRESS 2					
		I-5167	218-45170-42610	GAS OIL TIRES ETHANOL	164860	20.00
				DEPARTMENT 5170 SANBORN CO TRANSIT	TOTAL:	81.06

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5180 JVCC BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00483	COUNTY FAIR					
		I-1205072113	218-45180-42600	SUPPLIES & MA BUNS FOR DANCE	164845	11.66
		I-12096561423	218-45180-42600	SUPPLIES & MA BUNS FOR DANCE	164845	11.66
		I-120965714242	218-45180-42600	SUPPLIES & MA POPCORN FOR MOVIE	164845	7.41
01-01830	NORTHWESTERN ENERGY & C					
		I-3358242-0-10/16	218-45180-42800	UTILITIES 300 W 1ST AVE	164928	1,661.47
01-02386	MITCHELL MAIN STREET AN					
		I-100716	218-45180-42320	ADVERTISING ADVERTISING-FARMERS MARKET	164916	186.30
		I-71116	218-45180-42320	ADVERTISING ADVERTISING-FARMERS MARKET	164916	82.80
01-02878	PALACE TRANSIT					
		I-10581	218-45180-42900	FUNDRAISING DRIVER TIME FOR TRIP	164946	181.21
01-03185	US POSTAL SERVICE					
		I-82016	218-45180-42660	POSTAGE PERMIT RENEWAL	164990	215.00
01-03360	WHOLESALE ELECTRONICS I					
		I-B62790100	218-45180-42600	SUPPLIES & MA CONDUIT FOR OUTDOOR LIGHTS	164999	9.84
01-04293	JCL SOLUTIONS					
		I-1080534	218-45180-42600	SUPPLIES & MA ROLL TOWELS	164883	52.86
01-06578	VARIETY FOODS INC					
		I-1236402	218-45180-42600	SUPPLIES & MA JVCC PRODUCT	164991	124.41
01-09236	ROGER HAZUKA					
		I-10716	218-45180-42900	FUNDRAISING MUSICIAN FOR DANCE 10/25	164872	125.00
01-09249	DOUG BORMANN					
		I-10716	218-45180-42900	FUNDRAISING MUSICIAN FOR SENIOR DAY 10/6	164825	150.00
01-09250	PAINTERS TOUCH					
		I-10316	218-45180-42900	FUNDRAISING PAINTED HOUSE NUMBERS ON CURBS	164944	404.60
01-09251	WATERTOWN WHOLESALE					
		I-25966	218-45180-42600	SUPPLIES & MA BINGO PRODUCT FOR JVCC	164996	200.38

DEPARTMENT 5180 JVCC TOTAL: 3,424.60

FUND 218 COMMUNITY SERVICES TOTAL: 8,933.99

PACKET: 04221 10/17/16 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
01-01117	WHEELCO BRAKE & SUPPLY					
		I-2262710059	219-45140-42610	GAS, OIL, TIR FUEL ADDITIVE	164998	0.44
01-01221	MT VERNON SCHOOL DISTRI					
		I-SEPTEMBER 2016	219-45140-42911	CONTRACT SERV SEPTEMBER, NUTRITION	164922	78.10
01-01325	MEYERS OIL CO					
		I-100331	219-45140-42610	GAS, OIL, TIR DIESEL FUEL #2C	164905	61.02
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	219-45140-42800	UTILITIES ACCT #886931646-00001	164992	16.03
01-06578	VARIETY FOODS INC					
		I-1236402	219-45140-42605	MEAL SUPPLIES JVCC PRODUCT	164991	352.99
01-06589	DUG OUT					
		I-SEPTEMBER 2016	219-45140-42911	CONTRACT SERV 9/1-30, NUTRITION	164857	710.50
01-06642	COUNTY FAIR INC					
		I-SEPTEMBER 2016	219-45140-42911	CONTRACT SERV SENIOR DINE CARD FOR SEPTEMBER	164846	185.00
01-08569	RITA'S PLACE					
		I-SEPTEMBER 2016	219-45140-42911	CONTRACT SERV SEPTEMBER, NUTRITION	164959	882.00
01-09069	BIG DADDY D'S INC					
		I-77	219-45140-42911	CONTRACT SERV SENIOR MEALS 9/26-30	164822	2,355.00
		I-79	219-45140-42911	CONTRACT SERV SENIOR MEALS 10/3-7	164822	2,655.00

DEPARTMENT 5140 NUTRITION TOTAL: 7,296.08

FUND 219 NUTRITION TOTAL: 7,296.08

PACKET: 04221 10/17/16 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. #7	537-46500-43300	CONSTRUCTION 2016-11 P.E. #7	164921	99,100.98
				DEPARTMENT 6500 INDOOR SWIMMING POOL TOTAL:		99,100.98
				FUND 537 INDOOR SWIMMING POOL TOTAL:		99,100.98

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 539 KUSTOM CYCLES-TID #22
DEPARTMENT: 6500 KUSTOM CYCLES-TID #22 BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00236	BENDER'S SEWER CLEANING					
		I-18311	539-46500-43300	INFRASTRUCTUR TRACE SEWER LINE ON KIMBALL	164819	190.00
		I-18317	539-46500-43300	INFRASTRUCTUR TRACE SEWER LINE-KIMBALL/JUNIP	164819	190.00
				DEPARTMENT 6500 KUSTOM CYCLES-TID #22 TOTAL:		380.00
				FUND 539 KUSTOM CYCLES-TID #22 TOTAL:		380.00

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 602 WATER
DEPARTMENT: 3330 WATER TREATMENT PLANT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00389	RANDY WITTSTRUCK					
		I-101216	602-43330-42700	TRAVEL, CONF. SIOUX FALLS 10/6 & 11 MILEAGE	165000	77.50
01-00500	DAILY REPUBLIC					
		I-177944933-2016	602-43330-42600	SUPPLIES & MA YEARLY SUBSCRIPTION	164848	175.00
01-01117	WHEELCO BRAKE & SUPPLY					
		I-2262710059	602-43330-42610	GAS & FUEL FUEL ADDITIVE	164998	0.98
01-01325	MEYERS OIL CO					
		I-100332	602-43330-42610	GAS & FUEL UNLEADED GAS	164905	51.49
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	602-43330-42800	UTILITIES ACCT #886931646-00001	164992	34.97
01-01830	NORTHWESTERN ENERGY & C					
		I-2585902-6-9/16	602-43330-42800	UTILITIES 2800 N MAIN ST	164928	7,974.77
		I-2586002-4-9/16	602-43330-42800	UTILITIES N LAKE MITCHELL	164928	91.15
		I-2958403-4-9/16	602-43330-42800	UTILITIES 1800 VAN DYKE DR	164928	118.77
01-04352	UPS STORE #4227					
		I-9194	602-43330-42600	SUPPLIES & MA SHIPPING	164989	13.78
01-04692	B-Y WATER DISTRICT					
		I-93016	602-43330-42850	B-Y WATER CHA SEPTEMBER USAGE	164815	68,526.00
01-07526	O'REILLY AUTOMOTIVE INC					
		I-2090-326915	602-43330-42600	SUPPLIES & MA OIL PLUGS	164939	71.95
01-07598	AQUA-PURE INC					
		I-MITSD1610	602-43330-42620	CHEMICAL SERV SEPTEMBER CONTRACT/CHEMICALS	164812	2,875.00
01-08281	AMERIPRIDE SERVICES INC					
		I-2800684172	602-43330-42600	SUPPLIES & MA MOPS/MATS	164811	30.00

DEPARTMENT 3330 WATER TREATMENT PLANT TOTAL: 80,041.36

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT						
		I-2279-5455	602-43340-42660	POSTAGE	MAILING SERVICE	164953	1.41
01-00424	CAMPBELL SUPPLY INC.						
		I-143-9/30/16	602-43340-42600	SUPPLIES & MA	NOZZLE	164832	1.89
		I-24-10/3/16	602-43340-42600	SUPPLIES & MA	NUTSET,SPADE BITS,EXTENSION	164832	26.23
		I-42-10/4/16	602-43340-42661	MINOR EQUIPME	SHOP TOWELS,1/2" SQ IMPACT	164832	188.74
01-00436	FARMERS ALLIANCE						
		I-52777	602-43340-42600	SUPPLIES & MA	TIRE REPAIR	164862	90.00
01-00479	DAVISON CONSERVATION DI						
		I-2008-1-10/16	602-43340-42900	RIPARIAN MNGM	CITY SHARE PAYMENT	164853	1,000.00
		I-2008-2-10/16	602-43340-42900	RIPARIAN MNGM	CITY SHARE PAYMENT	164853	1,850.00
		I-2008-3-10/16	602-43340-42900	RIPARIAN MNGM	CITY SHARE PAYMENT	164853	200.00
01-00752	MITCHELL PLUMBING & HEA						
		I-30684	602-43340-43409	WATER METERS	@ 1037 E 5TH	164917	70.35
01-00850	GRAHAM TIRE CO						
		I-404105179	602-43340-42500	REPAIR & MAIN	SERVICE CALL-BACKHOE	164869	107.00
01-01117	WHEELCO BRAKE & SUPPLY						
		I-2262710059	602-43340-42610	GAS & FUEL	FUEL ADDITIVE	164998	5.61
01-01325	MEYERS OIL CO						
		I-100332	602-43340-42610	GAS & FUEL	UNLEADED GAS	164905	572.64
01-01518	VERIZON WIRELESS						
		I-SEPTEMBER 2016	602-43340-42800	UTILITIES	ACCT #886931646-00001	164992	177.15
01-01590	MCLEOD'S PRINTING						
		I-7574	602-43340-42910	BILLING OFFIC	#10 REGULAR ENVELOPES	164901	149.50
01-02470	HD SUPPLY WATERWORKS LT						
		C-G188052	602-43340-42510	WATER PROJ SI	CREDIT	164873	1,388.04-
		I-G118975	602-43340-42510	WATER PROJ SI	ADA PLATES	164873	3,000.00
		I-G157717	602-43340-42600	SUPPLIES & MA	GASKETS,PVC PIPE MARKINGS,METE	164873	4,647.86
		I-G165758	602-43340-42600	SUPPLIES & MA	BUSHINGS,3/4 CORP STOP	164873	386.67
		I-G179224	602-43340-42600	SUPPLIES & MA	STAINLESS BAND,2 BALL CORP CCX	164873	1,597.30
		I-G197824	602-43340-42600	SUPPLIES & MA	HYDRANT	164873	2,229.88
		I-G205054	602-43340-42600	SUPPLIES & MA	PVC PIPE	164873	1,056.00
01-02480	SCHMUCKER PAUL & NOHR						
		I-2015-35 P.E. #3	602-43340-42225	PROFESSIONAL	2015-35 P.E. #3	164966	10,825.00
		I-2016-19 P.E. #9	602-43340-43368	5th AVENUE BU	2016-19 P.E. #9	164966	4,343.25
01-02679	MENARD'S INC						
		I-7375	602-43340-42600	SUPPLIES & MA	HOSE CLAMPS,BALL VALVE FIP	164903	44.35

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 602 WATER
DEPARTMENT: 3340 WATER DISTRIBUTION BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02679	MENARD'S INC	continued				
		I-7437	602-43340-42600	SUPPLIES & MA IRRIGATION PIPE	164903	99.99
01-02790	SUN GOLD SPORTS					
		I-67319	602-43340-42650	UNIFORMS LOGOS	164979	15.00
				DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL:	31,297.78
				FUND 602 WATER	TOTAL:	111,339.14

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 604 SEWER
DEPARTMENT: 3200 WASTE WATER TREATMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00328	BEST WESTERN PLUS RAMKO						
		I-511597	604-43200-42700	TRAVEL, CONF,	ROOM-B DAUGHTERS	164820	284.97
		I-511598	604-43200-42700	TRAVEL, CONF,	ROOM-J VERMEULEN	164820	284.97
		I-511604	604-43200-42700	TRAVEL, CONF,	ROOM-L SKINNER	164820	284.97
01-00356	QUALIFIED PRESORT						
		I-2279-5455	604-43200-42660	POSTAGE	MAILING SERVICE	164953	1.41
01-00424	CAMPBELL SUPPLY INC.						
		I-206-10/3/16	604-43200-42600	SUPPLIES	TARP	164832	79.99
01-01117	WHEELCO BRAKE & SUPPLY						
		I-2262710059	604-43200-42610	GAS & FUEL	FUEL ADDITIVE	164998	2.56
01-01325	MEYERS OIL CO						
		I-100332	604-43200-42610	GAS & FUEL	UNLEADED GAS	164905	122.07
01-01404	MITCHELL IRON & SUPPLY						
		I-47223	604-43200-42500	REPAIRS	LABOR-MANUFACTURE BORE COUPLIN	164915	52.00
01-01518	VERIZON WIRELESS						
		I-SEPTEMBER 2016	604-43200-42800	UTILITIES	ACCT #886931646-00001	164992	89.07
01-01830	NORTHWESTERN ENERGY & C						
		I-2581292-6-9/16	604-43200-42800	UTILITIES	2141 E HAVENS ST	164928	5,841.52
01-03656	ROB'S SHORT STOP						
		I-700951	604-43200-42600	SUPPLIES	DISTILLED WATER,BAG ICE,BAGS	164960	114.74

DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL: 7,158.27

PACKET: 04221 10/17/16 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
01-00104	A & G DIESEL INC						
		I-1800021792	604-43250-42500	REPAIRS	REPAIRS	164802	130.00
01-00210	BAILEY METAL FABRICATOR						
		I-44945	604-43250-43404	OVERHEAD DOOR	PIPE BOLLARD PRIMER COATED	164816	269.19
01-01117	WHEELCO BRAKE & SUPPLY						
		I-2262710059	604-43250-42610	GAS	FUEL ADDITIVE	164998	2.99
01-01202	TK ELECTRIC						
		I-13469	604-43250-42600	SUPPLIES	LUG	164983	158.46
01-01325	MEYERS OIL CO						
		I-100332	604-43250-42610	GAS	UNLEADED GAS	164905	527.37
01-01590	MCLEOD'S PRINTING						
		I-7574	604-43250-42910	BILLING OFFIC	#10 REGULAR ENVELOPES	164901	149.50
01-01830	NORTHWESTERN ENERGY & C						
		I-2579460-3-9/16	604-43250-42800	UTILITIES	N SANBORN AND 13TH AVE	164928	43.04
		I-2581214-0-9/16	604-43250-42800	UTILITIES	N FOSTER ST	164928	1,017.85
		I-2581590-3-9/16	604-43250-42800	UTILITIES	N HARMON DR	164928	77.71
		I-2581650-5-9/16	604-43250-42800	UTILITIES	KIPPES CV	164928	58.64
		I-2581719-8-9/16	604-43250-42800	UTILITIES	S HARMON AND OHLMAN	164928	103.09
		I-2581747-9-9/16	604-43250-42800	UTILITIES	S HARMON DR	164928	57.31
		I-2582035-8-9/16	604-43250-42800	UTILITIES	1500 W 23RD AVE	164928	111.55
		I-2585907-5-9/16	604-43250-42800	UTILITIES	AIRPORT RD WST WTR	164928	61.97
		I-2705160-6-9/16	604-43250-42800	UTILITIES	1100 N HARMON DR	164928	134.95
		I-2828568-2-9/16	604-43250-42800	UTILITIES	5709 ISLAND CT	164928	21.28
01-02470	HD SUPPLY WATERWORKS LT						
		I-G124137	604-43250-42600	SUPPLIES	PVC X PVC RUBBER COUPLINGS	164873	199.08
01-02480	SCHMUCKER PAUL & NOHR						
		I-2016-19 P.E. #9	604-43250-43331	5TH AVENUE BU	2016-19 P.E. #9	164966	2,605.95
01-02679	MENARD'S INC						
		I-7296	604-43250-42600	SUPPLIES	TIDE	164903	21.54
01-03360	WHOLESALE ELECTRONICS I						
		I-B62460110	604-43250-42600	SUPPLIES	PARTS	164999	70.20
01-08739	KROGMAN CONSTRUCTION LL						
		I-242	604-43250-43404	OVERHEAD DOOR	CONCRETE APPROACH	164889	1,224.49

DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL: 7,046.16

FUND 604 SEWER TOTAL: 14,204.43

PACKET: 04221 10/17/16 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
01-00145	AMERICAN GARAGE DOOR CO					
		I-28671	606-43500-42600	SUPPLIES & MA 2" TRACK ROLLER-10 BALL BEARIN	164810	53.70
01-00445	CITY OF MITCHELL					
		I-04-000100-00-9/16	606-43500-42830	UTILITIES-WAT AIRPORT SHOP	164840	35.90
		I-04-000111-00	606-43500-42830	UTILITIES-WAT AIRPORT CRASH STN	164840	24.00
01-00609	TRUE NORTH STEEL					
		I-16370	606-43500-42600	SUPPLIES & MA PLOW BLADES	164986	853.60
01-00712	NAPA AUTO PARTS					
		I-638918	606-43500-42600	SUPPLIES & MA TRACTOR BATTERIES	164925	197.00
01-01457	MIDWEST FIRE & SAFETY					
		I-34668	606-43500-42600	SUPPLIES & MA ANNUAL FIRE EXTINGUISHER MAINT	164908	49.50
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	606-43500-42800	UTILITIES ACCT #886931646-00001	164992	54.15
01-01830	NORTHWESTERN ENERGY & C					
		I-2585924-0-9/16	606-43500-42800	UTILITIES MITCHELL AIRPORT	164928	160.63
		I-2585926-5-9/16	606-43500-42800	UTILITIES AIRPORT SECURITY GATE	164928	10.89
		I-2585934-9-9/16	606-43500-42800	UTILITIES MITCHELL AIRPORT 5	164928	464.00
		I-2585936-4-9/16	606-43500-42800	UTILITIES MITCHELL AIRPORT 6	164928	34.52
		I-2585992-7-9/16	606-43500-42800	UTILITIES 6601 N MAIN	164928	146.79
		I-2830030-9-9/16	606-43500-42800	UTILITIES NG RD AND HWY 37 AP SIGN	164928	15.34
01-02372	AGRONOMY PLUS					
		I-26361	606-43500-42600	SUPPLIES & MA BROAD LEAF HERBICIDE	164808	211.72
01-03100	CENTURY LINK					
		I-605 996-3589-9/16	606-43500-42800	UTILITIES MONTHLY SERVICE 9/22-10/21	164838	52.71
01-03267	WALMART COMMUNITY/RFCSL					
		C-5137	606-43500-42800	UTILITIES CREDIT	164995	62.44-
01-03394	WRIGHT BROTHERS AVIATIO					
		I-62611	606-43500-42501	AIRPORT MAINT AIRPORT ADM-SEPTEMBER	165001	500.00

DEPARTMENT 3500 AIRPORT TOTAL: 2,802.01

FUND 606 AIRPORT TOTAL: 2,802.01

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 612 SANITATION
DEPARTMENT: 3230 WASTE COLLECTION BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT						
		I-2279-5455	612-43230-42660	POSTAGE	MAILING SERVICE	164953	1.41
01-00712	NAPA AUTO PARTS						
		I-640008	612-43230-42600	SUPPLIES	CLEANER/BLUE DEF	164925	83.72
01-01117	WHEELCO BRAKE & SUPPLY						
		I-2262710059	612-43230-42610	GAS & OIL	FUEL ADDITIVE	164998	21.54
01-01199	STURDEVANT'S AUTO PARTS						
		I-15-029705	612-43230-42600	SUPPLIES	SET,SEAL,OIL FILTER,FILTER	164976	185.59
01-01325	MEYERS OIL CO						
		I-100331	612-43230-42610	GAS & OIL	DIESEL FUEL #2C	164905	1,262.07
01-01404	MITCHELL IRON & SUPPLY						
		I-46469	612-43230-42600	SUPPLIES	MACHINE BUSHING	164915	31.50
01-01518	VERIZON WIRELESS						
		I-SEPTEMBER 2016	612-43230-42800	UTILITIES	ACCT #886931646-00001	164992	54.15
01-01590	MCLEOD'S PRINTING						
		I-7574	612-43230-42910	BILLING OFFIC	#10 REGULAR ENVELOPES	164901	149.50
				DEPARTMENT 3230	WASTE COLLECTION	TOTAL:	1,789.48

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 612 SANITATION
DEPARTMENT: 3240 LANDFILL BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT						
		I-2279-5455	612-43240-42600	SUPPLIES	MAILING SERVICE	164953	24.76
01-01117	WHEELCO BRAKE & SUPPLY						
		I-2262710059	612-43240-42610	GAS & OIL	FUEL ADDITIVE	164998	15.36
01-01199	STURDEVANT'S AUTO PARTS						
		I-15-029706	612-43240-42600	SUPPLIES	OIL FILTER,AIR FILTER	164976	76.48
01-01325	MEYERS OIL CO						
		I-100332	612-43240-42610	GAS & OIL	UNLEADED GAS	164905	201.74
		I-20572	612-43240-42600	SUPPLIES	MOBIL OIL	164905	397.10
01-02017	DAVISON RURAL WATER SYS						
		I-5095-10/16	612-43240-42800	UTILITIES	OCTOBER FEES	164855	47.80
01-02484	DARRINGTON WATER COND						
		I-49197-9/16	612-43240-42600	SUPPLIES	COOLER RENT/WATER	164852	41.75
01-02679	MENARD'S INC						
		I-7283	612-43240-42600	SUPPLIES	SHOP TOWELS,TANK SPRAYER,BLEAC	164903	73.96
01-02939	SD DEPT OF ENVIRONMENT						
		I-SEPTEMBER 2016	612-43240-42210	STATE GARBAGE	SEPTEMBER FEES	164968	2,315.17
01-04046	CAROLINA SOFTWARE, INC.						
		I-62537	612-43240-42540	REPAIRS/MAINT	QUARTERLY SUPPORT	164834	200.00
01-04296	LEGGETTE BRASHEARS & GR						
		I-2016-28 P.E. #3	612-43240-42205	MONITOR GROUN	2016-28 P.E. #3	164893	1,118.35
		I-2016-29 P.E. #5	612-43240-42550	LAB FEES	2016-29 P.E #5	164893	713.10
01-08281	AMERIPRIDE SERVICES INC						
		I-2800670333	612-43240-42500	REPAIR AND MA	MATS	164811	31.45
		I-2800680508	612-43240-42500	REPAIR AND MA	MATS	164811	31.45
01-08856	MARCO TECHNOLOGIES LLC						
		I-3674686	612-43240-42500	REPAIR AND MA	CONTRACT #CN128821-02	164897	17.97

DEPARTMENT 3240 LANDFILL TOTAL: 5,306.44

FUND 612 SANITATION TOTAL: 7,095.92

PACKET: 04221 10/17/16 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
01-00532	A-OX WELDING SUPPLY CO					
		I-173387	613-45650-42600	SUPPLIES & MA CYLINDER RENTAL	164803	12.79
		I-945588	613-45650-42600	SUPPLIES & MA CARBON DIOXIDE CYLINDER	164803	50.60
01-01117	WHEELCO BRAKE & SUPPLY					
		I-2262710059	613-45650-42620	GAS & FUEL FUEL ADDITIVE	164998	0.45
01-01450	MUTH ELECTRIC INC					
		I-588249	613-45650-42500	REPAIRS & MAI REPAIRS @ C.P.	164924	3,568.00
		I-588896	613-45650-42500	REPAIRS & MAI SCOREBOARD REPAIRS @ C.P.	164924	136.63
01-01518	VERIZON WIRELESS					
		I-SEPTEMBER 2016	613-45650-42800	UTILITIES ACCT #886931646-00001	164992	5.74-
		I-SEPTEMBER 2016	613-45650-42800	UTILITIES ACCT #886931646-00001	164992	40.01
01-01830	NORTHWESTERN ENERGY & C					
		I-2587292-0-9/16	613-45650-42800	UTILITIES 600 N MAIN ST	164928	9,699.73
		I-3219913-5-9/16	613-45650-42800	UTILITIES 617 N MAIN	164928	433.48
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-5257-0	613-45650-42600	SUPPLIES & MA PRIMER,ROLLERS	164972	43.12
01-02748	ROMEO ENTERTAINMENT GRO					
		I-2765	613-45650-42905	ENTERTAINMENT TRAVEL REM-8/26-28 EVENT	164962	294.84
01-02811	JONES SUPPLIES					
		I-105743	613-45650-42600	SUPPLIES & MA ROLL TOWELS,TISSUE,LINERS,SOAP	164886	345.66
		I-105831	613-45650-42600	SUPPLIES & MA ROLL TOWELS,TISSUE,LINERS,SOAP	164886	652.06
		I-105848	613-45650-42600	SUPPLIES & MA DETERGENT,VINYL GLOVES,FOIL SH	164886	360.87
		I-105904	613-45650-42600	SUPPLIES & MA GLASS CLEANER	164886	41.34
01-02880	THUNE TRUE VALUE HARDWA					
		I-B148596	613-45650-42600	SUPPLIES & MA SPRAY PAINT,PRIMER	164982	27.05
01-02984	BROWN & SAENGER					
		I-2125997-0	613-45650-42600	SUPPLIES & MA JUMBO CLIPS,LAMINATE	164828	56.63
		I-2127081-0	613-45650-42600	SUPPLIES & MA TONER	164828	245.90
01-03165	PRO-BUILD					
		C-573442	613-45650-42600	SUPPLIES & MA CREDIT	164951	169.96-
01-03267	WALMART COMMUNITY/RFCSL					
		I-8872	613-45650-42600	SUPPLIES & MA STORAGE BOXES,DVI ADAPTER	164995	36.94
01-03700	FARNER-BOCKEN COMPANY					
		I-5170966	613-45650-42610	COST OF GOODS C.P. CONCESSION PRODUCT	164863	1,420.69
01-04950	MIDCONTINENT COMMUNICAT					
		I-318586	613-45650-42320	ADVERTISING/P CUSTOMER #4275-C.P FESTIVAL	164907	2,427.00

PACKET: 04221 10/17/16 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
01-06656	PREMIER PEST CONTROL					
		I-10843	613-45650-42500	REPAIRS & MAI SEPTEMBER PEST CONTROL	164950	175.00
01-08281	AMERIPRIDE SERVICES INC					
		I-2800680950	613-45650-42500	REPAIRS & MAI MATS	164811	33.48
01-08812	CHRISTIAN HAPPENINGS					
		I-268957	613-45650-42320	ADVERTISING/P BILL ENGVALL @ CP	164839	399.00
01-09247	JOHNSON SOUTH DAKOTA					
		I-1595073	613-45650-42615	COGS-ALCOHOL C.P. PRODUCT	164885	655.29
				DEPARTMENT 5650 CORN PALACE	TOTAL:	20,980.86
				FUND 613 CORN PALACE	TOTAL:	20,980.86

PACKET: 04221 10/17/16 MEETING
VENDOR SET: 01
FUND : 614 GOLF COURSE
DEPARTMENT: 5250 GOLF COURSE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-01325	MEYERS OIL CO						
		I-102655	614-45250-42610	GAS & FUEL	REGULAR/DIESEL FUEL #2R	164905	462.50
01-01404	MITCHELL IRON & SUPPLY						
		I-47020	614-45250-42600	SUPPLIES & MA	O-RINGS	164915	4.20
01-01518	VERIZON WIRELESS						
		I-SEPTEMBER 2016	614-45250-42800	UTILITIES	ACCT #886931646-00001	164992	88.08
01-01830	NORTHWESTERN ENERGY & C						
		I-2581643-0-9/16	614-45250-42800	UTILITIES	GOLF PUMP 100 H	164928	752.30
01-02724	CURBING EDGE						
		I-2948	614-45250-42500	REPAIR & MAIN	WATER FALL EDGING-CITY SHARE	164847	344.25
01-03588	ZIMCO SUPPLY CO						
		I-102654	614-45250-42602	CHEMICALS	WINTER FUNGICIDE	165003	500.00
01-04855	S & S WILLERS INC						
		I-100416	614-45250-42603	SAND/GOLF COU	GOLF SAND	164964	752.90
		I-10616	614-45250-42603	SAND/GOLF COU	GOLF SAND	164964	751.41
		I-92816	614-45250-42603	SAND/GOLF COU	GOLF SAND	164964	759.58
01-09106	VILLAGE BOWLING CENTER						
		I-15718	614-45250-42300	PUBLISHING	ADVERTISING	164994	200.00

DEPARTMENT 5250 GOLF COURSE TOTAL: 4,615.22

FUND 614 GOLF COURSE TOTAL: 4,615.22

PACKET: 04221 10/17/16 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
01-00436	FARMERS ALLIANCE						
		I-IQ8209	700-45300-42902	PARK	20# LP BOTTLE	164862	9.39
01-07718	APRIL GEIST						
		I-9916	700-45300-42902	PARK	ANIMAL ART INSTRUCTOR-ZOO TRIP	164868	240.00
01-08801	THE OUTKAST CAR CLUB						
		I-101116	700-45300-42904	CORN PALACE G	2016 OUTKASTS CAR SHOW DANCE	164941	925.00
01-09246	ELLIOT CONSTRUCTION						
		I-92916	700-45300-42900	BID DEPOSITS	HYDRANT METER DEPOSIT REFUND	164858	1,500.00
				DEPARTMENT 5300	AGENCY FUNDS	TOTAL:	2,674.39
				FUND 700	AGENCY FUNDS	TOTAL:	2,674.39

PACKET: 04221 10/17/16 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
01-07651	BIG O CONCRETE					
		I-2016-4C P.E. #2	710-45000-42900	SIDEWALK CONS 2016-4C P.E. #2	164823	540.00
				DEPARTMENT 5000 97 SIDEWALK CONSTRUCTION TOTAL:		540.00
				FUND 710 SPECIAL ASSESSMENT-710 TOTAL:		540.00
				REPORT GRAND TOTAL:		558,161.58

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2016-2017	101-41110-42300	LEGAL PUBLICATIONS	2,557.32	47,500	14,052.20				
	101-41110-42700	TRAVEL, CONF & DUES	142.00	3,000	1,564.53				
	101-41210-42800	UTILITIES-TELEPHONE	54.15	900	403.48				
	101-41220-42700	TRAVEL, CONF, DUES	843.08	3,000	1,098.92				
	101-41410-42600	SUPPLIES	62.00	9,500	894.96				
	101-41410-42610	WEST GROUP LAW DATABASE	583.00	8,000	4,891.00				
	101-41420-42500	REPAIRS	260.07	500	2,074.52-	Y			
	101-41420-42600	SUPPLIES & MATERIALS	319.15	12,500	6,129.86				
	101-41440-42231	EMPLOYEE PHYSICALS,DRUG TE	2,297.96	35,600	9,323.31				
	101-41920-42620	SUPPLIES-CITY HALL	37.80	3,500	2,594.88				
	101-41920-42810	UTILITIES-STORAGE BLDG	116.04	2,000	309.14				
	101-41920-42811	UTILITIES-CITY HALL	1,892.79	18,000	3,704.23				
	101-41935-42615	POSTAGE	419.25	13,000	5,009.85				
	101-41935-42620	COMPUTER SUPP, TIMESHEETS	278.90	2,000	844.40				
	101-41935-42630	SURPLUS AUCTION FEES	658.80	750	130.78-	Y			
	101-41935-42850	UTILITIES/TELEPHONE	2,271.00	55,900	34,227.22				
	101-41935-43510	COMPUTER HARDWARE	3,486.70	70,000	56,376.12				
	101-42110-42200	PROFESSIONAL SERVICES	718.06	18,000	2,186.81				
	101-42110-42201	BUILDING MAINT/CLEANING SU	706.60	24,000	7,337.78				
	101-42110-42205	ELEVATOR-SERVICE CONTRACT	707.58	3,000	169.68				
	101-42110-42500	REPAIRS	395.69	24,680	7,919.18				
	101-42110-42600	SUPPLIES	151.71	25,000	10,598.80				
	101-42110-42610	GAS OIL TIRES	4,046.87	60,000	35,695.70				
	101-42110-42640	UNIFORM ALLOWANCE	203.65	13,000	7,015.28				
	101-42110-42670	SERVICE DOG SUPPLY	111.67	3,000	2,454.30				
	101-42110-42710	TRAINING	344.00	11,000	4,474.48				
	101-42110-42800	TELEPHONE	522.20	13,000	601.98				
	101-42110-42810	UTILITIES-PS STORAGE BLDG	47.98	2,750	1,687.70				
	101-42110-42902	ALCOHOL TASK FORCE	400.00	15,500	12,898.17				
	101-42110-42980	VEHICLE TOWING	145.00	5,000	3,136.00-	Y			
	101-42110-42990	STOLEN/BUY FUND	250.00	1,000	249.00				
	101-42130-42500	REPAIRS	142.38	5,000	3,200.96				
	101-42130-42520	EMERGENCY SIREN UTILITIES	185.56	2,000	331.70				
	101-42130-42530	TRAFFIC LIGHTS MAINT	455.36	10,000	4,733.20				
	101-42130-42535	LIGHT MAINTENANCE	280.48	28,000	8,771.77				
	101-42130-42545	PAINT	1,875.40	12,000	3,819.63				
	101-42130-42600	SUPPLIES	231.81	14,000	12,001.06				
	101-42130-42610	GAS, OIL, TIRES	351.47	7,000	4,614.62				
	101-42130-42640	UNIFORMS	34.88	700	280.20				
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	2,133.61	25,000	4,674.34				
	101-42130-42820	TELEPHONE	118.30	1,800	762.76				
	101-42130-42835	UTILITIES-STREET LIGHTS	2,090.28	185,000	53,573.65				
	101-42130-42840	BUILDING UTILITIES	167.47	4,000	1,421.71				
	101-42200-42200	PROFESSIONAL SERVICES	1,300.03	7,000	3,680.87				
	101-42200-42500	VEHICLE MAINT	225.34	7,500	2,210.70				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	101-42200-42550	REPAIR-SELF-CONT BREATH AP	291.73	7,000	1,272.96				
	101-42200-42600	SUPPLIES	464.28	8,000	3,748.12				
	101-42200-42610	GAS & OIL	461.77	12,000	5,979.65				
	101-42200-42611	GAS & OIL-RURAL FIRE ASSOC	19.76	0	19.76-	Y			
	101-42200-42640	UNIFORMS	348.27	6,000	3,585.68				
	101-42200-42800	TELEPHONE	162.23	4,000	2,310.25				
	101-43100-42500	REPAIRS	85.19	18,000	2,074.48				
	101-43100-42600	SUPPLIES	2,567.67	145,000	50,544.53				
	101-43100-42610	GAS	872.42	135,000	100,402.68				
	101-43100-42620	ASPHALT MIX	7,134.58	94,500	28,164.46				
	101-43100-42650	UNIFORMS	106.20	3,900	488.74				
	101-43110-42500	REPAIRS	12.88	2,500	2,468.37				
	101-43110-42600	SUPPLIES	92.98	9,500	3,336.00				
	101-43110-42610	GAS	377.54	9,000	7,761.89				
	101-43110-42650	UNIFORMS	200.00	1,800	1,600.00				
	101-43110-42800	UTILITIES	277.28	4,000	1,449.44				
	101-43110-42916	NUISANCE ABATEMENT	568.64	28,000	6,349.21				
	101-43120-42521	SIDEWALK CONSTRUCT	4,966.94	80,000	6,240.00-	Y			
	101-43120-42630	GRAVEL-BASE	61,427.97	115,000	53,572.03				
	101-43120-43300	STREET OVERLAY MAINT	15,611.63	533,558	280,347.46				
	101-43120-43320	5TH AVENUE MAIN TO BURR	10,423.80	1,350,000	654,368.76				
	101-43150-42600	SUPPLIES & MATERIALS	1,281.25	20,000	10,538.25				
	101-43150-43326	PHEASANT STREET-DETENTION	17,686.00	150,000	79,572.65				
	101-43700-42500	REPAIR & MAINTENANCE	58.51	5,000	489.28				
	101-43700-42510	HEADSTONE REPAIR & MAINTEN	34.90	1,000	965.10				
	101-43700-42600	SUPPLIES & MATERIALS	67.50	21,000	10,774.31				
	101-43700-42604	TREES, SOD & SEED	410.00	1,500	97.18				
	101-43700-42610	GAS & FUEL	456.00	12,000	7,281.64				
	101-43700-42800	UTILITIES	348.17	3,500	30.40				
	101-43700-43330	RETAINING WALL	697.70	10,000	9,302.30				
	101-44120-42610	GAS OIL TIRES	254.92	5,000	4,734.54				
	101-44120-42800	UTILITIES-NEW POUND	71.00	2,700	815.59				
	101-44120-42900	IMPOUNDING DOGS	1,439.70	16,000	4,311.36				
	101-44600-42530	VEHICLE REPAIR & MAINTENAN	256.06	10,000	2,819.36				
	101-44600-42600	SUPPLIES	1,686.43	22,000	4,758.25				
	101-44600-42610	GAS & OIL	415.93	20,000	12,990.72				
	101-44600-42800	TELEPHONE & INTERNET	135.72	2,000	307.48				
	101-45500-42600	SUPPLIES & MATERIALS	885.44	20,000	426.72-	Y			
	101-45500-42690	MINITEX FEES	636.62	5,500	3,322.63				
	101-45500-42693	E-BOOKS/AUDIO BOOKS	65.00	21,120	7,932.33				
	101-45500-43420	BOOKS	4,420.49	60,000	13,530.81				
	101-45500-43421	AUDIO-VISUAL	1,212.38	25,000	8,994.77				
	101-47000-23711	2009 B-Y WATER REV BOND IN	400.00	125,240	62,221.25				
	201-45110-42550	REPAIR & MAINT-AQUATICS	1,015.70	0	12,796.72-	Y			
	201-45110-42600	SUPPLIES & MATERIALS	150.00	24,000	15,808.59				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	201-45110-42605	SUPPLIES & MAT-AQUATICS	176.93	0	4,220.96-	Y			
	201-45110-42850	UTILITIES-AQUATICS	19,901.64	0	35,770.37-	Y			
	201-45140-42300	PUBLISHING	115.00	3,000	1,136.18				
	201-45140-42500	REPAIR & MAINTENANCE	683.22	15,500	6,422.59				
	201-45140-42600	SUPPLIES & MATERIALS	2,235.74	30,750	9,881.57				
	201-45140-42601	CONCESSION SUPPLIES	100.95	10,000	5,216.54				
	201-45140-42800	UTILITIES	7,117.84	67,000	17,504.78				
	201-45160-42500	REPAIR & MAINTENANCE	8,107.91	32,500	1,131.13				
	201-45160-42600	SUPPLIES & MATERIALS	8,732.08	64,800	34,379.23				
	201-45160-42610	GAS & FUEL	198.47	22,000	15,729.82				
	201-45160-42800	UTILITIES	6,342.16	116,000	33,270.35				
	201-45160-43300	CAPITAL IMPROVEMENTS - OTH	5,362.92	400,000	148,096.97				
	201-45160-43400	CAPITAL EQUIPMENT	7,758.55	38,000	11,489.26				
	201-45210-42500	REPAIR & MAINTENANCE	935.80	35,000	15,390.98				
	201-45210-42600	SUPPLIES & MATERIALS	1,214.72	80,500	38,379.32				
	201-45210-42604	TREES	232.11	10,000	5,157.24				
	201-45210-42610	GAS & FUEL	1,117.88	43,000	26,302.59				
	201-45210-42800	UTILITIES	566.75	25,000	20,894.47-	Y			
	201-45220-42300	PUBLISHING	256.61	1,000	2,696.19-	Y			
	201-45220-42600	SUPPLIES & MATERIALS	382.97	3,500	4,023.75-	Y			
	201-45220-42650	UNIFORMS	50.59	500	196.46				
	211-46311-42960	CONV VISITORS BUR- 35%	21,875.00	262,500	26,714.29				
	211-46311-42961	MITCHELL AREA DEV-10%	6,250.00	75,000	7,632.65				
	211-46311-42962	REGIONAL MARKETING-5%	3,125.00	37,500	3,816.32				
	214-43500-42200	PROFESSIONAL SERVICES	100.00	4,000	389.14				
	214-43500-42600	SUPPLIES & MATERIALS	21.00	2,000	1,631.24				
	214-43500-42800	UTILITIES - TELEPHONE	54.15	18,200	5,382.85				
	218-45140-42300	PRINTING	7.00	1,200	481.03				
	218-45140-42600	SUPPLIES & MATERIALS	269.99	2,000	461.69				
	218-45140-42660	POSTAGE	67.40	650	170.48				
	218-45140-42800	UTILITIES	16.04	2,500	1,735.54				
	218-45150-42300	PRINTING	58.51	0	58.51-	Y			
	218-45150-42500	REPAIR AND MAINTENANCE	249.23	18,000	11,956.71				
	218-45150-42511	GARAGE REPAIR & MAINTENANC	57.49	5,000	21,310.08-	Y			
	218-45150-42600	SUPPLIES & MATERIALS	37.96	9,000	3,772.48				
	218-45150-42610	GAS OIL TIRES	4,614.74	85,000	39,499.50				
	218-45150-42800	UTILITIES	49.97	1,500	869.07				
	218-45170-42610	GAS OIL TIRES	65.02	4,000	2,894.99				
	218-45170-42800	UTILITIES	16.04	500	264.66				
	218-45180-42320	ADVERTISING	269.10	0	269.10-	Y			
	218-45180-42600	SUPPLIES & MATERIALS	418.22	0	661.74-	Y			
	218-45180-42660	POSTAGE	215.00	0	267.15-	Y			
	218-45180-42800	UTILITIES	1,661.47	0	1,740.29-	Y			
	218-45180-42900	FUNDRAISING	860.81	0	1,147.47-	Y			
	219-45140-42605	MEAL SUPPLIES	352.99	3,500	1,754.11-	Y			

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	LINE ITEM ANNUAL BUDGET	LINE ITEM BUDGET AVAILABLE	LINE ITEM OVER BUDG	GROUP BUDGET ANNUAL BUDGET	GROUP BUDGET AVAILABLE	GROUP BUDGET OVER BUDG
	219-45140-42610	GAS, OIL, TIRES	61.46	3,000	2,323.39				
	219-45140-42800	UTILITIES	16.03	500	270.35				
	219-45140-42911	CONTRACT SERVICES-MEALS	6,865.60	201,025	69,940.50				
	537-46500-43300	CONSTRUCTION	99,100.98	0	372,361.67-	Y			
	539-46500-43300	INFRASTRUCTURE CONSTRUCTIO	380.00	0	13,489.31-	Y			
	602-43330-42600	SUPPLIES & MATERIALS	290.73	13,000	6,343.34-	Y			
	602-43330-42610	GAS & FUEL	52.47	3,000	1,790.17				
	602-43330-42620	CHEMICAL SERVICE CONTRACT	2,875.00	17,000	2,125.00-	Y			
	602-43330-42700	TRAVEL, CONF. & DUES	77.50	1,500	451.30				
	602-43330-42800	UTILITIES	8,219.66	95,000	15,838.20				
	602-43330-42850	B-Y WATER CHARGES	68,526.00	615,000	71,037.00				
	602-43340-42225	PROFESSIONAL FEES	10,825.00	49,125	10,562.50-	Y			
	602-43340-42500	REPAIR & MAINTENANCE	107.00	15,000	4,742.18-	Y			
	602-43340-42510	WATER PROJ SIDEWALK/C&G RE	1,611.96	12,000	6,361.21				
	602-43340-42600	SUPPLIES & MATERIALS	10,180.17	65,000	41,391.78-	Y			
	602-43340-42610	GAS & FUEL	578.25	14,000	6,739.04				
	602-43340-42650	UNIFORMS	15.00	1,000	388.88				
	602-43340-42660	POSTAGE	1.41	9,500	3,302.79				
	602-43340-42661	MINOR EQUIPMENT	188.74	3,200	2,771.27				
	602-43340-42800	UTILITIES	177.15	3,000	1,347.71				
	602-43340-42900	RIPARIAN MNGMT PROGRAM	3,050.00	3,500	450.00				
	602-43340-42910	BILLING OFFICE	149.50	7,500	1,406.76				
	602-43340-43368	5th AVENUE BURR TO MAIN	4,343.25	400,000	128,192.26				
	602-43340-43409	WATER METERS	70.35	50,000	40,091.09				
	604-43200-42500	REPAIRS	52.00	25,000	18,098.50				
	604-43200-42600	SUPPLIES	194.73	27,000	9,787.81				
	604-43200-42610	GAS & FUEL	124.63	9,000	6,849.75				
	604-43200-42660	POSTAGE	1.41	10,000	3,799.47				
	604-43200-42700	TRAVEL, CONF, DUES	854.91	2,000	189.84				
	604-43200-42800	UTILITIES	5,930.59	175,000	33,872.47				
	604-43250-42500	REPAIRS	130.00	10,000	13,820.99-	Y			
	604-43250-42600	SUPPLIES	449.28	38,000	2,476.34-	Y			
	604-43250-42610	GAS	530.36	8,000	5,211.17				
	604-43250-42800	UTILITIES	1,687.39	30,000	6,385.58				
	604-43250-42910	BILLING OFFICE	149.50	8,500	2,406.72				
	604-43250-43331	5TH AVENUE BURR TO MAIN	2,605.95	400,000	236,893.64				
	604-43250-43404	OVERHEAD DOOR	1,493.68	15,000	13,506.32				
	606-43500-42501	AIRPORT MAINT CONTRACT	500.00	6,000	1,500.00				
	606-43500-42600	SUPPLIES & MATERIALS	1,365.52	11,500	6,473.38				
	606-43500-42800	UTILITIES	876.59	15,000	3,381.80				
	606-43500-42830	UTILITIES-WATER/SEWER	59.90	0	161.85-	Y			
	612-43230-42600	SUPPLIES	300.81	35,000	26,702.03				
	612-43230-42610	GAS & OIL	1,283.61	50,000	31,561.56				
	612-43230-42660	POSTAGE	1.41	10,000	3,791.92				
	612-43230-42800	UTILITIES	54.15	1,250	474.33				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	612-43230-42910	BILLING OFFICE	149.50	7,500	1,406.74				
	612-43240-42205	MONITOR GROUND WATER-OLD L	1,118.35	25,000	13,499.53				
	612-43240-42210	STATE GARBAGE FEES	2,315.17	32,000	4,722.68				
	612-43240-42500	REPAIR AND MAINTENANCE	80.87	20,000	11,192.58				
	612-43240-42540	REPAIRS/MAINTENANCE COMPUT	200.00	0	800.00-	Y			
	612-43240-42550	LAB FEES	713.10	20,000	5,214.19				
	612-43240-42600	SUPPLIES	614.05	55,000	19,460.37				
	612-43240-42610	GAS & OIL	217.10	58,000	38,635.62				
	612-43240-42800	UTILITIES	47.80	11,000	2,286.83				
	613-45650-42320	ADVERTISING/PRINTING	2,826.00	68,000	8,254.89-	Y			
	613-45650-42500	REPAIRS & MAINTENANCE	3,913.11	97,000	18,843.90				
	613-45650-42600	SUPPLIES & MATERIALS	1,703.00	72,000	1,503.44-	Y			
	613-45650-42610	COST OF GOODS SOLD	1,420.69	150,000	55,500.63				
	613-45650-42615	COGS-ALCOHOL	655.29	0	1,642.09-	Y			
	613-45650-42620	GAS & FUEL	0.45	4,000	3,536.13				
	613-45650-42800	UTILITIES	10,167.48	90,000	18,529.17				
	613-45650-42905	ENTERTAINMENT	294.84	450,000	105,599.56				
	614-45250-42300	PUBLISHING	200.00	3,500	1,920.27				
	614-45250-42500	REPAIR & MAINTENANCE	344.25	12,000	5,958.86				
	614-45250-42600	SUPPLIES & MATERIALS	4.20	30,000	10,176.07				
	614-45250-42602	CHEMICALS	500.00	25,000	3,920.50-	Y			
	614-45250-42603	SAND/GOLF COURSE	2,263.89	6,000	705.96				
	614-45250-42610	GAS & FUEL	462.50	18,000	8,712.21				
	614-45250-42800	UTILITIES	840.38	12,000	572.83				
	700-45300-42900	BID DEPOSITS	1,500.00	0	10,000.00-	Y			
	700-45300-42902	PARK	249.39	0	49,657.52-	Y			
	700-45300-42904	CORN PALACE GAMES	925.00	0	181,618.79-	Y			
	710-45000-42900	SIDEWALK CONSTRUCTION	540.00	0	126,397.38-	Y			
	** 2016-2017 YEAR TOTALS **		558,161.58						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	2,699.32
101-1210	MAYOR'S OFFICE	54.15
101-1220	CITY ADMINISTRATOR	843.08
101-1410	ATTORNEY'S OFFICE	645.00
101-1420	FINANCE	579.22
101-1440	HUMAN RESOURCES	2,297.96
101-1920	MUNICIPAL BUILDINGS	2,046.63

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1935	INFORMATION TECHNOLOGY	7,114.65
101-2110	POLICE DEPARTMENT	8,751.01
101-2130	TRAFFIC DEPARTMENT	8,067.00
101-2200	FIRE DEPARTMENT	3,273.41
101-3100	STREET DEPARTMENT	10,766.06
101-3110	PUBLIC WORKS ADMIN	1,529.32
101-3120	STREET & SIDEWALK CONST	92,430.34
101-3150	STORM DRAINAGE	18,967.25
101-3700	CEMETERY	2,072.78
101-4120	ANIMAL CONTROL	1,765.62
101-4600	EMERGENCY MEDICAL SERV	2,494.14
101-5500	LIBRARY	7,219.93
101-7000	GENERAL LONG TERM LIAB	400.00
101 TOTAL	GENERAL	174,016.87
201-5110	RECREATION & AQUATICS	21,244.27
201-5140	RECREATION CENTER	10,252.75
201-5160	SPORTS COMPLEXES	36,502.09
201-5210	PARKS	4,067.26
201-5220	SUPERVISION	690.17
201 TOTAL	PARK FUND	72,756.54
211-6311	ENTERTAINMENT TAX	31,250.00
211 TOTAL	ENTERTAINMENT TAX	31,250.00
214-3500	E-911	175.15
214 TOTAL	E-911 EMERGENCY	175.15
218-5140	RSVP	360.43
218-5150	PALACE TRANSIT	5,067.90
218-5170	SANBORN CO TRANSIT	81.06
218-5180	JVCC	3,424.60
218 TOTAL	COMMUNITY SERVICES	8,933.99

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
219-5140	NUTRITION	7,296.08
219 TOTAL	NUTRITION	7,296.08
537-6500	INDOOR SWIMMING POOL	99,100.98
537 TOTAL	INDOOR SWIMMING POOL	99,100.98
539-6500	KUSTOM CYCLES-TID #22	380.00
539 TOTAL	KUSTOM CYCLES-TID #22	380.00
602-3330	WATER TREATMENT PLANT	80,041.36
602-3340	WATER DISTRIBUTION	31,297.78
602 TOTAL	WATER	111,339.14
604-3200	WASTE WATER TREATMENT	7,158.27
604-3250	WASTE WATER COLLECTION	7,046.16
604 TOTAL	SEWER	14,204.43
606-3500	AIRPORT	2,802.01
606 TOTAL	AIRPORT	2,802.01
612-3230	WASTE COLLECTION	1,789.48
612-3240	LANDFILL	5,306.44
612 TOTAL	SANITATION	7,095.92
613-5650	CORN PALACE	20,980.86
613 TOTAL	CORN PALACE	20,980.86

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
614-5250	GOLF COURSE	4,615.22
614 TOTAL	GOLF COURSE	4,615.22
700-5300	AGENCY FUNDS	2,674.39
700 TOTAL	AGENCY FUNDS	2,674.39
710-5000	97 SIDEWALK CONSTRUCTION	540.00
710 TOTAL	SPECIAL ASSESSMENT-710	540.00
	** TOTAL **	558,161.58

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: 10/17/2016

Requested By: Cindy Roth

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: Hearings

Explanation/Background of Agenda Item Requested:

On the application of Xing Chen dba Tokyo for a new Retail (On-Off Sale) Wine License, located at 819 East Spruce Street, Mitchell, SD.

On the application of the Mitchell Elks Lodge for a Special Event Liquor License, located at the Masonic Lodge for a wedding on November 5, 2016.

On the application of Blarney's Sports Bar and Grill for a Special Event Liquor License, located at the Highland Mall, Mitchell, South Dakota for the Holiday Spirit proceeds benefiting Mitchell Area Safe House on December 2, 2016.

ate Recieved _____
ate 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.

. Owner Name and Address
Xing Chen
6600 S mogen Ave
Sioux Falls SD 57108
wner's Telephone #: 507-381-8417

B. Business Name and Address
Tokyo
819 E Spruce street
mitchell SD 57301
Business Telephone #:

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)
- ☐ Transfer Fee $150.00

Number of other Package Liquor Licenses held: 0
Number of other On-sale Liquor Licenses held: 0
Is this License in active use? ☒ Yes [ ] No

D. Legal description of licensed premise:
Lot 2 meards Add

Have you ever been convicted of a felony? [ ] Yes [X] No

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

E. State Sales Tax Number: _____

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

G. New license? X 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 28 day of Sept 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: Davison

This application was subscribed and sworn to before me this 28th day of September 2016

Approving Officer's Telephone number 605-995 8420 Signature: Cindy Roth

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**_____

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)

:ss

County of ☒)

Affidavit

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

Name of corporation/partnership/LP/LLC TOKYO Japanes Cusine LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 819 E Spruce Street

Date of incorporation Aug / 2016

Date of last report filed with Secretary of State Aug / 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
Xing Chen	manager	6600 S mogen Ave Sioux Falls SD 57108	manager

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

Name	Address	Occupation
Xing Chen	6600S mogen Ave Sioux Falls SD 57108	Manager

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

Name	Address	Percentage of Shares
Xing Chen	6600 S mogen Ave Sioux Falls SD 57108	51 %

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
	NA

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

TOKYO 819 E Spruce Street 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 28th of September 2016 Davison County, State of South Dakota.

My commission expires 11-3-2017

Cynthia Roth
(Notary Public)

CITY OF MITCHELL

ALCOHOLIC BEVERAGE LICENSE APPLICATION

Business and Location:

Name: Tokyo

Address: 819 E spruce street

(Street Address – Not a PO Box)

Phone: 507-381-8417

If you are a new applicant or if you are a current license holder who has made changes to your previous floor plan you must submit a floor plan with the designated area this license will cover.

Applicant/Owner: (If Corporation, Fraternal Organization, LLC etc. complete back of form) [SDCL 35-2-6.2]

Name: Xing chen DOB: 09/19/1989

Address: 6600 S mogen Ave Sioux Falls SD 57108

(Street Address – Not a PO Box)

Home Phone #: 507-381-8417 Business Phone #: _____

Have you ever lived in another State? Yes (No)

If yes list the state/s: _____

Purchasing License From:

Name: _____

Address: _____

Type of License:

	New	Renewal	Transfer
Retail Malt Beverage (On-Off Sale)	[ ]	[ ]	[ ]
Package Malt Beverage (Off Sale)	[ ]	[ ]	[ ]
Retail Liquor (On Sale)	[ ]	[ ]	[ ]
Package Liquor (Off Sale)	[ ]	[ ]	[ ]
Retail Wine (On Sale)	[X]	[ ]	[ ]

Have you ever been convicted of a felony? Yes (No)

If yes list: When: _____ Where: _____

Convicted of: _____

(over →)

SDCL 35-2-6.2. Character requirements for licensees. Any licensee under this title, with the exception of a solicitor, must be a person of good moral character, never convicted of a felony, and, if a corporation, the managing officers thereof must have like qualifications.

Managing Officers/Board of Directors:

Name Xing Chen DOB 09/19/1989

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

If you are a new applicant, you must contact the Police Division at 995-8400 and make an appointment to go over the laws, ordinances and policies in regard to this license.

DO NOT COMPLETE BELOW THIS LINE

Background check done:

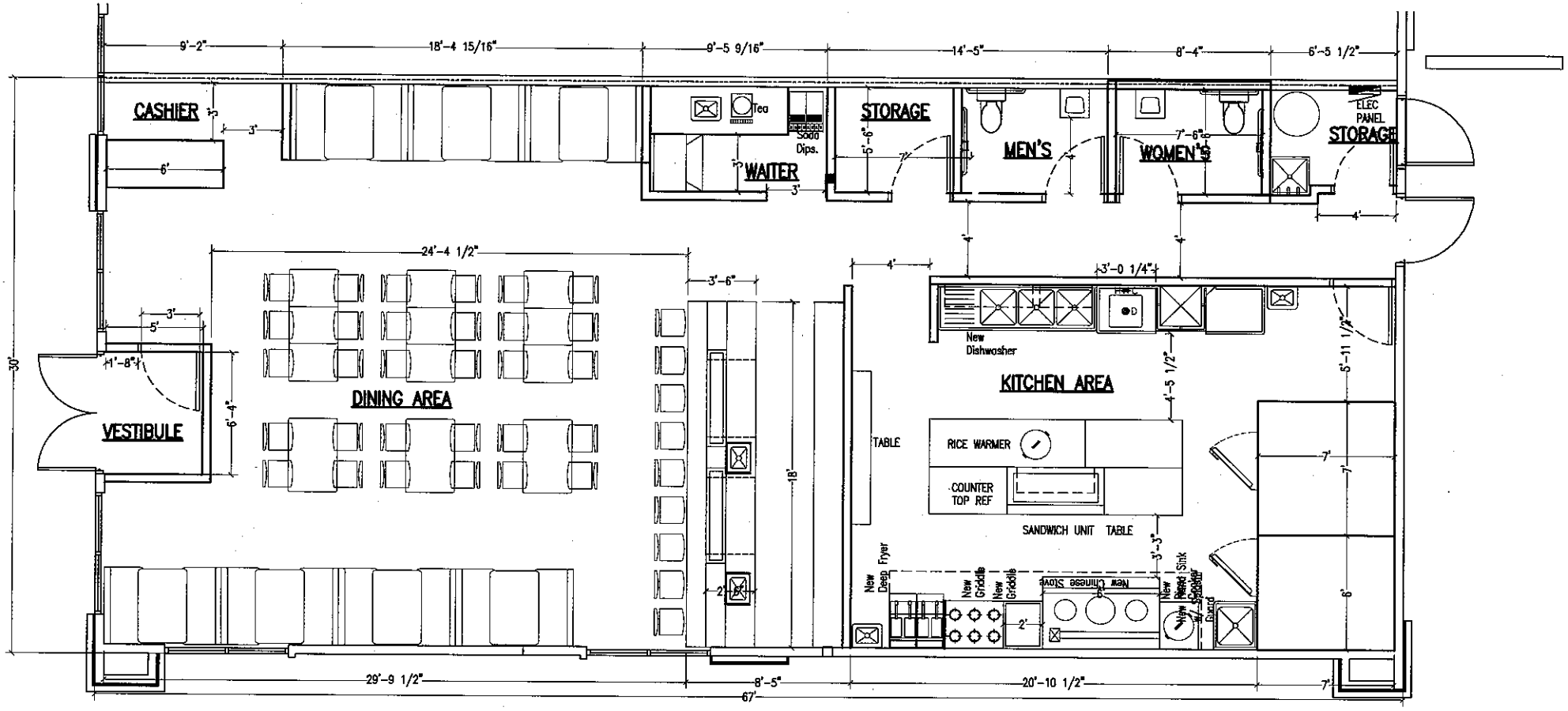
By: _____

Date: _____

Compliance Checks: _____

Comments: _____

Approve:	YES	NO	
Laws reviewed by owner/applicant:	Yes	No	By: _____
Copy of ordinance/laws given to owner/applicant:	Yes	No	By: _____
Floor plan submitted:	Yes	No	By: _____
Approved by City Planner	Yes	No	



CASHIER
WAITER
Tea
Soda Dips.
STORAGE
MEN'S
WOMEN'S
ELEC PANEL
STORAGE
VESTIBULE
DINING AREA
KITCHEN AREA
New Dishwasher
RICE WARMER
COUNTER TOP REF
SANDWICH UNIT TABLE
TABLE
New Deep Fryer
New Griddle
New Griddle
New Chinese Stove
New Sink
Guard
9'-2"
18'-4 15/16"
9'-5 9/16"
14'-5"
8'-4"
6'-5 1/2"
24'-4 1/2"
3'-6"
3'-0 1/4"
4'-5 1/2"
5'-11 1/2"
29'-9 1/2"
8'-5"
20'-10 1/2"
67'
30'
18'

Date Recieved_____ License No._____
Date Issued_____

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

MITCHELL ELKS LODGE #1059
P.O. BOX 87
MITCHELL, SD 57301

Owner's Telephone #: 605-630-5506

B. Business Name and Address

MASONIC LODGE
112 E. 5TH AVE.
MITCHELL, SD 57301

Business Telephone #: 605-996-4724

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

- [X] 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
- [X] Other (please classify) Weddings NOV 5, 2016
- [ ] Transfer Fee $150.00

Number of other Package Liquor Licenses held: 0
Number of other On-sale Liquor Licenses held: 0
Is this License in active use? [ ] Yes [ ] No

D. Legal description of licensed premise:
LOTS 5 & 6, BLK 4, M. H. ROWLEY
1ST ADDITION TO MITCHELL, SD

Have you ever been convicted of a felony? [ ] Yes [X] No

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

E. State Sales Tax Number: 1019-5797-ST

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

G. New license? X 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 28 day of Sept 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? X Yes [ ] No County: DAVISON

This application was subscribed and sworn to before me this 28th day of September

Approving Officer's Telephone number 605-995-8420 Signature: Cindy Rock

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_____

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)
:ss
County of DAVISON ☑)

Affidavit

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 28th of September 2016 Davison County, State of South Dakota.

My commission expires 11-3-2017

Cynthia Roll
(Notary Public)

Date Recieved _____ License No. _____
Date Issued _____

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
Blurnys Sports Bar + Grille
2100 Highland way
Mitchell SD 57301
Owner's Telephone #: 995-5095

B. Business Name and Address
Blurnys Sports Bar
2100 Highland way
Mitchell SD 57301
Business Telephone #:

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) Special Event Liquor Dec 2nd 2016 Holiday Spirit
- ☐ Transfer Fee $150.00

Number of other Package Liquor Licenses held: _____
Number of other On-sale Liquor Licenses held: _____
Is this License in active use? [✓] Yes [ ] No

D. Legal description of licensed premise:
Highland Mall

Have you ever been convicted of a felony? [ ] Yes [✓] No

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

E. State Sales Tax Number: 1011-8797-5T

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 20 day of September 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 20th day of September 2016

Approving Officer's Telephone number 605-995-8420 Signature: Cindy Roth

J. APPROVAL OF LOCAL GOVERNING BODY – Notice of hearing was published on _____. Public hearing on the application was held 10/17/16, 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	Transferred (State Use)
(Seal) _____ Mayor or Chairman	From: _____
If disapproved, endorse reason thereon and return to applicant	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)
:ss
County of ☒)

Affidavit

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

Name of corporation/partnership/LP/LLC _____

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 _____ of September, 2016 County, State of South Dakota.

CYNTHIA ROTH
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

My commission expires 11-3-2017 _____
(Notary Public)

FRIDAY
DECEMBER 2
7:00PM

HIGHLAND
MALL
MITCHELL, SD

DRESS ATTIRE
BUSINESS CASUAL

Holiday Spirit

TICKETS $35

$25 if purchased by November 30th.

Purchase Tickets at
mitchellareasafehouse.org
Mitchell Chamber & Tumbleweed

PROCEEDS BENEFIT:

MITCHELL AREA
Safe House

MUSIC PROVIDED BY RYAN STAHLE & BILLY LURKEN

SILENT AUCTIONS & RAFFLES

(DECORATED TREES, WREATHS & MORE)

Wine Tasting ~ Beer Tasting

Coffee & Dessert Bar ~ Meat & Cheese

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: 10/17/2016

Requested By: Stephanie Ellwein

Desired Action of City Council

- ☐ Authorization
- ☑ Approval
- ☐ Resolution
- ☐ Ordinance
- ☐ Citizen Request
- ☐ Discussion

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

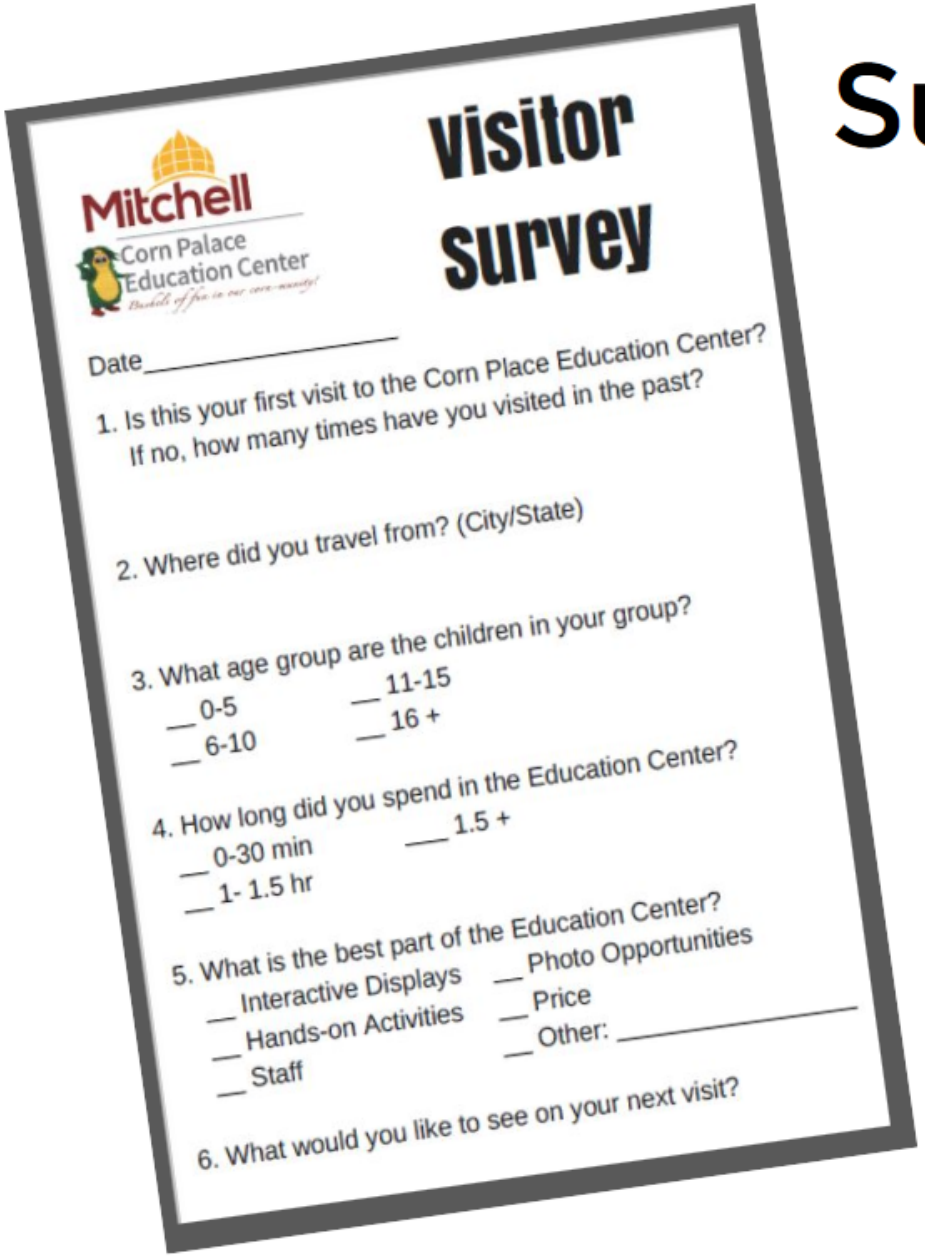
Agenda Item: Update on the Corn Palace Education Center

Explanation/Background of Agenda Item Requested:

Tressa Wede, Gwenda Koch, CVB, Chamber, and City representatives will be providing an update on the activities at the Corn Palace Education Center that occurred during the summer of 2016.

Corn Palace Education Center Visitor Survey

Surveys Received July 21- Sept 2



Mitchell
Corn Palace
Education Center
Bushels of fun in our corn-munity!

visitor survey

Date_____

1. Is this your first visit to the Corn Place Education Center?
If no, how many times have you visited in the past?

2. Where did you travel from? (City/State)

3. What age group are the children in your group?
__ 0-5 __ 11-15
__ 6-10 __ 16 +

4. How long did you spend in the Education Center?
__ 0-30 min __ 1.5 +
__ 1- 1.5 hr

5. What is the best part of the Education Center?
__ Interactive Displays __ Photo Opportunities
__ Hands-on Activities __ Price
__ Staff __ Other: _____

6. What would you like to see on your next visit?

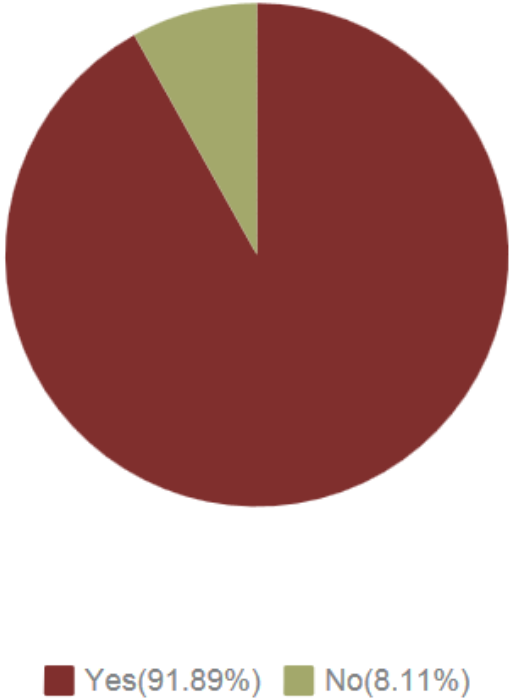
Survey Results

204 Surveys were collected from Corn Palace Education Center Visitors between July and September . Below are the results we have collected.

Mitchell
Corn Palace
Education Center
Bushels of fun in our corn-munity!

01 Is this your first visit?

Is this your first visit to the Corn Palace Education Center? If no, how many times have you visited in the past?

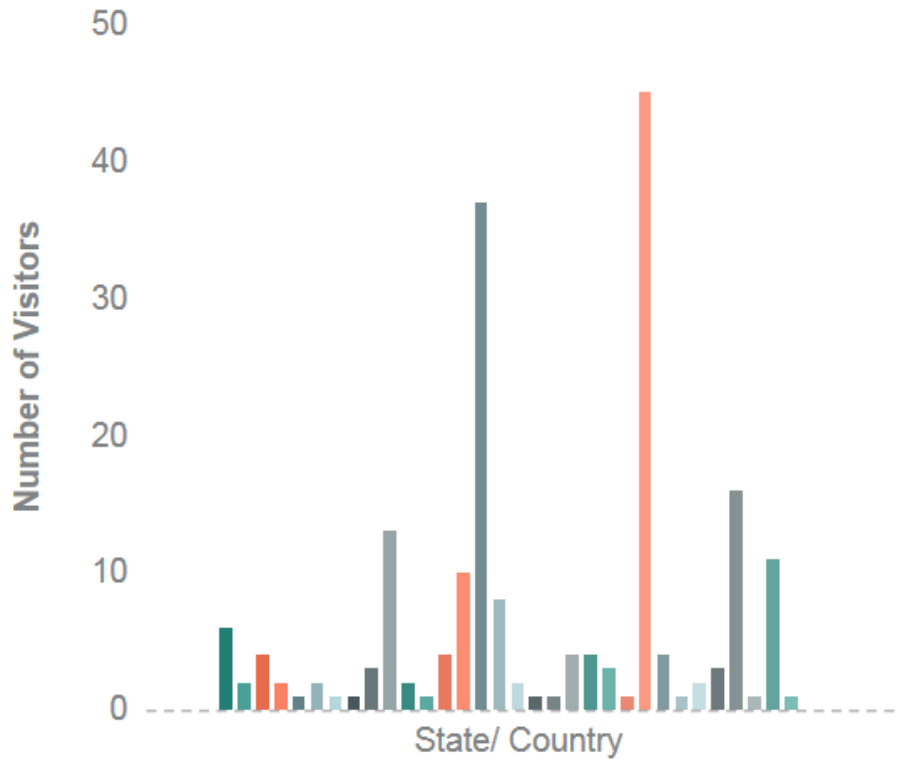


91%

of Visitors said this was their first visit to the Corn Palace Education Center

One Mitchell resident reported visiting the Corn Palace Education Center up to 6 other times.

02 Where did you travel from?



Top States

1. South Dakota : 45
2. Minnesota : 38
3. Wisconsin: 17
4. Iowa: 13
5. Missouri : 10
6. Nebraska: 8

03 What Age Group?

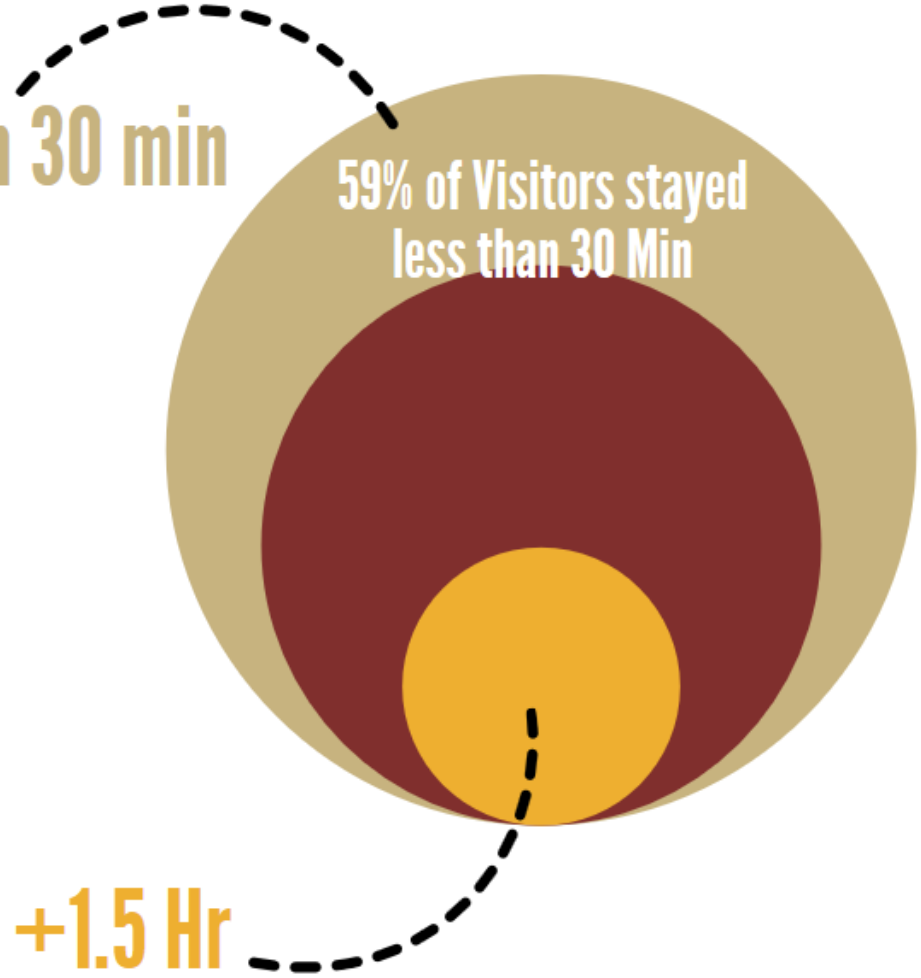
What age group are the children in your group?

of Children Visiting the Education Center were between 6-10 years old.

04 How long did you stay?

How long did you spend in the Education Center?

The longest reported stay at the Education Center.



05 The best part?

What is the best part of the Education Center?

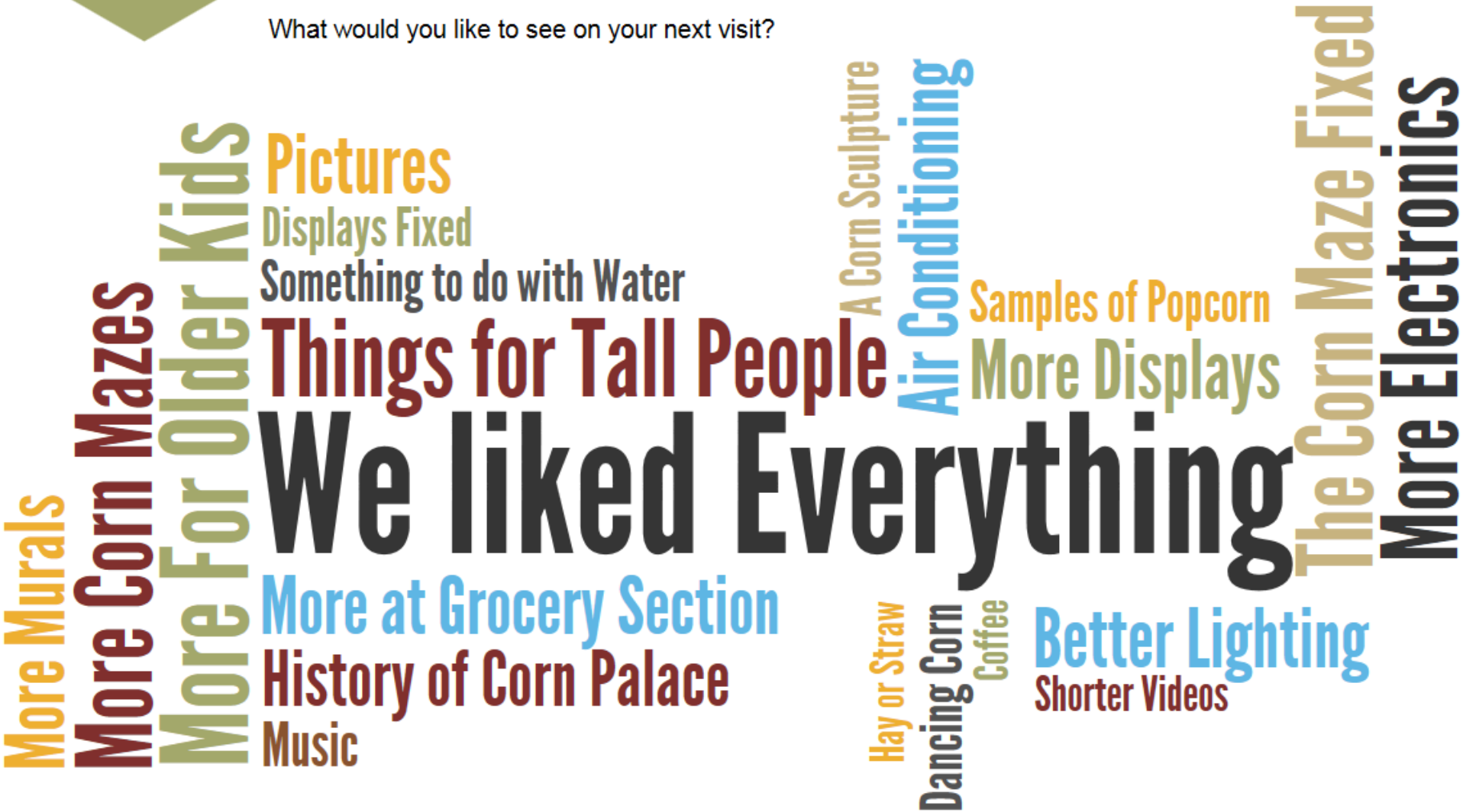
- INTERACTIVE DISPLAYS
- HANDS-ON ACTIVITIES
- STAFF
- PHOTO OPPORTUNITIES
- PRICE
- OTHER: _____

INTERACTIVE DISPLAYS AND HANDS-ON ACTIVITIES WERE THE MOST POPULAR ANSWERS

All above answers were selected more than once. 'Other' answers include: Science Graphics, Education, Everything, We Don't know, The Maize Maze, Interesting for Kids & Adults, and Informative Displays.

06 What would you like to see?

What would you like to see on your next visit?



Other Comments...

Our Kids liked the Displays, We liked the Information

The Kids Loved it!

Set up great for kids!

Staff did a great job answering questions.

Love it!

Amazing!

I'm an educator and think it was the perfect mix of fun & learning!

Great Job

Good 1st Year, keep it up!

We were super impressed with the fun activities

This place is fun!!!

Perfect

We need this year round!

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

Requested By: Neil Putnam

Desired Action of City Council

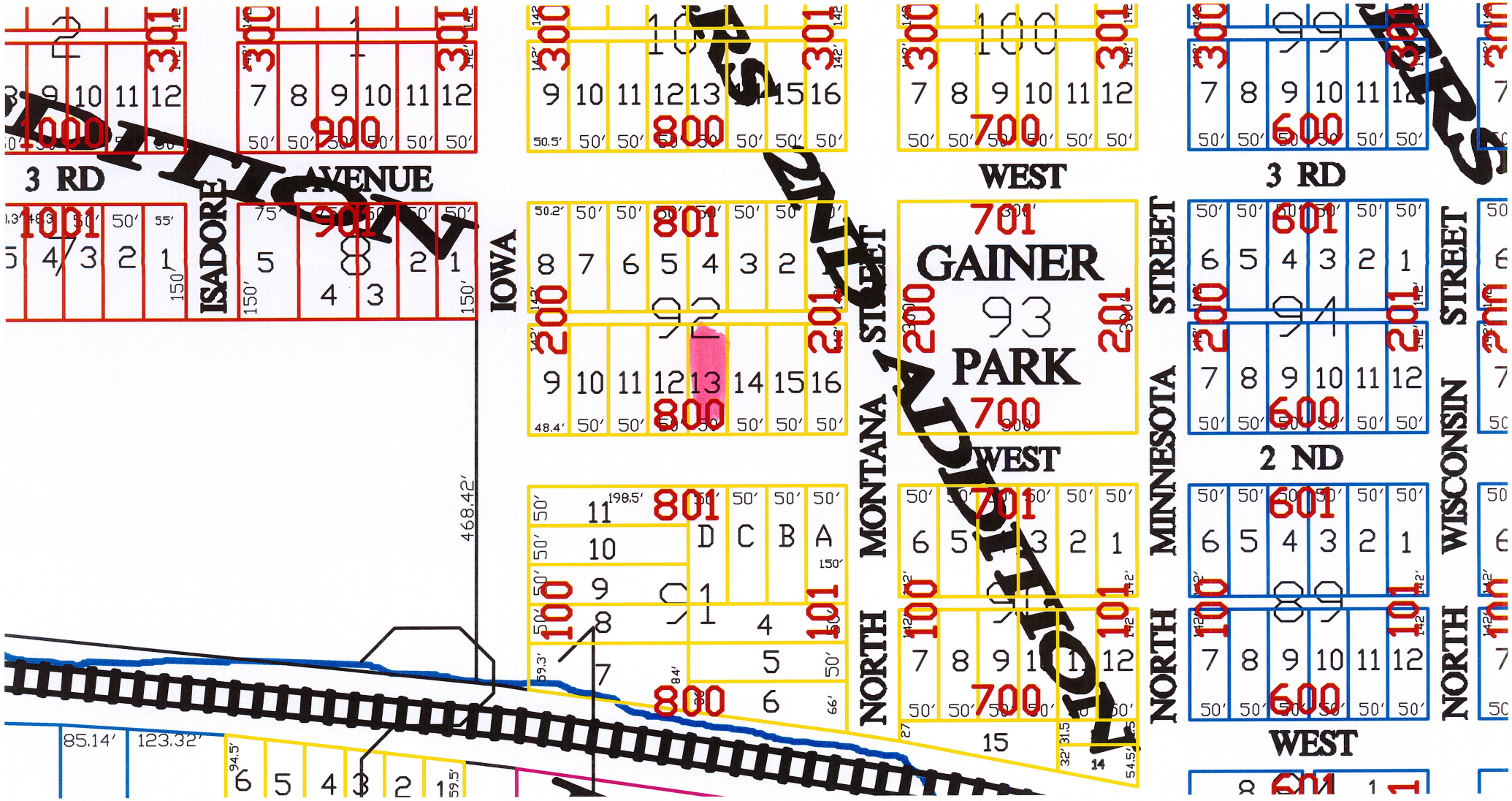
- ☐ Authorization
- ☑ Approval
- ☐ Resolution
- ☐ Ordinance
- ☐ Citizen Request
- ☐ Discussion

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

Agenda Item: Board of Adjustment: Set date for Hearing on November 7, 2016

Explanation/Background of Agenda Item Requested:

Jamie Wagner has applied for a conditional use permit to operate family residential child care in her home at 812 W. 2nd Ave, legally described as Lot 13, Block 92, Lawler's 2nd Addition, City of Mitchell, Davison County, SD. The property is zoned R2 Single Family Residential District



3 RD
AVENUE
ISADORE
IOWA
NORTH MONTANA STREET
WEST
GAINER
PARK
93
NORTH MINNESOTA STREET
3 RD
2 ND
WEST
NORTH WISCONSIN STREET
468.42'
85.14'
123.32'

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

Requested By: Neil Putnam

Desired Action of City Council

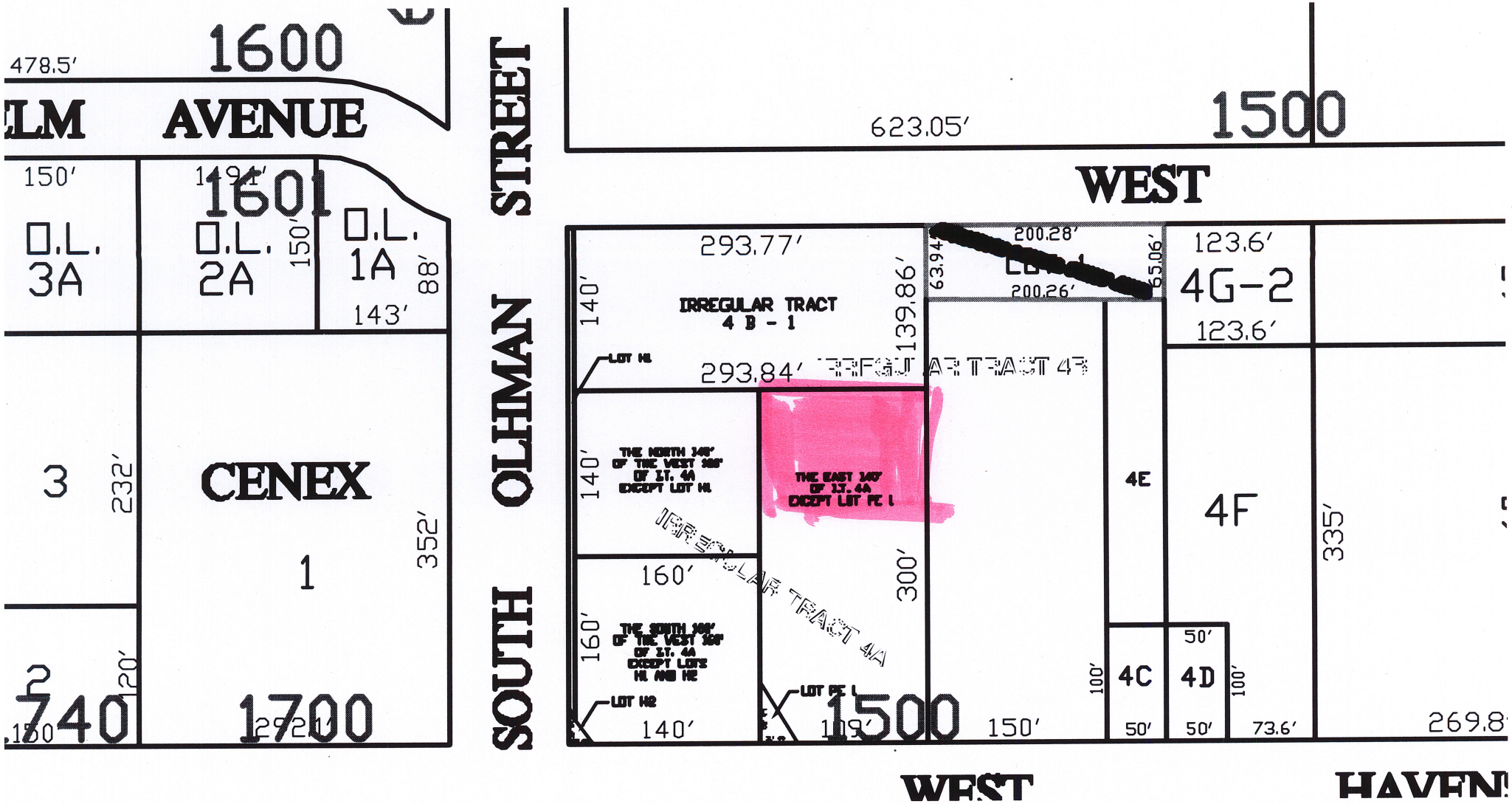
- ☐ Authorization
- ☑ Approval
- ☐ Resolution
- ☐ Ordinance
- ☐ Citizen Request
- ☐ Discussion

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

Agenda Item: Board of Adjustment: Set date of Hearing for November 7, 2016

Explanation/Background of Agenda Item Requested:

West Havens Storage LLC has applied for a conditional use permit for construction of self-service storage facilities at 1522 W. Havens Ave, legally described as The East 140' of Irregular Tract 4A located in the SW 1/4 Section 21, T 103 N, R 60 W of the 5th P.M., Less PE-1, Platted Various, City of Mitchell, Davison County, South Dakota. The property is zoned HB Highway Oriented Business District.


1600
478.5'
ELM AVENUE
150'
1601
O.L. 3A
O.L. 2A
150'
O.L. 1A
88'
143'
3
232'
CENEX
1
352'
2
120'
740
1700
SOUTH OLHMAN STREET
623.05'
1500
WEST
293.77'
IRREGULAR TRACT 4B-1
140'
LOT H1
293.84'
IRREGULAR TRACT 4B
139.86'
200.28'
200.26'
63.94'
65.06'
123.6'
4G-2
123.6'
THE NORTH 140' OF THE WEST 160' OF LT. 4A EXCEPT LOT H1
THE EAST 140' OF LT. 4A EXCEPT LOT PC 1
IRREGULAR TRACT 4A
4E
4F
335'
160'
300'
THE SOUTH 160' OF THE WEST 160' OF LT. 4A EXCEPT LOTS H1 AND H2
LOT H2
LOT PC 1
140'
109'
150'
100'
4C
50'
4D
50'
50'
100'
73.6'
269.8
WEST HAVEN

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

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: Board of Adjustment: Hearing October 17, 2016

Explanation/Background of Agenda Item Requested:

Sue Burris has applied for a front yard variance of 15' vs 25' as required for construction of an unenclosed porch at her residence at 210 W 10th Ave, legally described as S 100' of Lot 10, Block 42, Capital Addition, City of Mitchell, Davison County, South Dakota.

Planning commission recommends approval. See 10/11/2016 minutes.

NOTICE OF HEARING

To: City Planning Commission, City of Mitchell Board of Adjustment and the General Public,

You are hereby notified, that Sue Burris has applied for a front yard variance of 15 feet vs. 25 feet for construction of an unenclosed porch to her residence at 210 W 10th Ave, legally described as S 100' of Lot 10, Block 42, Capital Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential.

You are further notified, the City Planning Commission will be conducting a hearing on this application on Tuesday, October 11, 2016 at 12:00 pm and the Board of Adjustment will be holding a hearing on October 17, 2016 at 6:30 pm, all meetings will be in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the hearings.

Dated at Mitchell, South Dakota, this the 26th day of September, 2016.

Michelle Bathke

Finance Officer

Publish Once: Friday, September 30, 2016.

Approximate Costs:

APPLICATION FOR A VARIANCE

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

The undersigned applicant(s) and owner(s), Suzanne Burris hereby is submitting an application for a variance pursuant to the provisions of the City of Mitchell Zoning Code as amended.

This Application is for the following described real property:

S 100' of Lot 10, Block 42, Capital Addition, City of Mitchell, Davison County, South Dakota (210 W 10th Ave)

Applicant(s) and owner(s), Suzanne Burris the above described real estate is requesting a front yard variance of 15' vs 25' as required for construction of an unenclosed deck/porch. The property is zoned R2 Single Family Residential District.

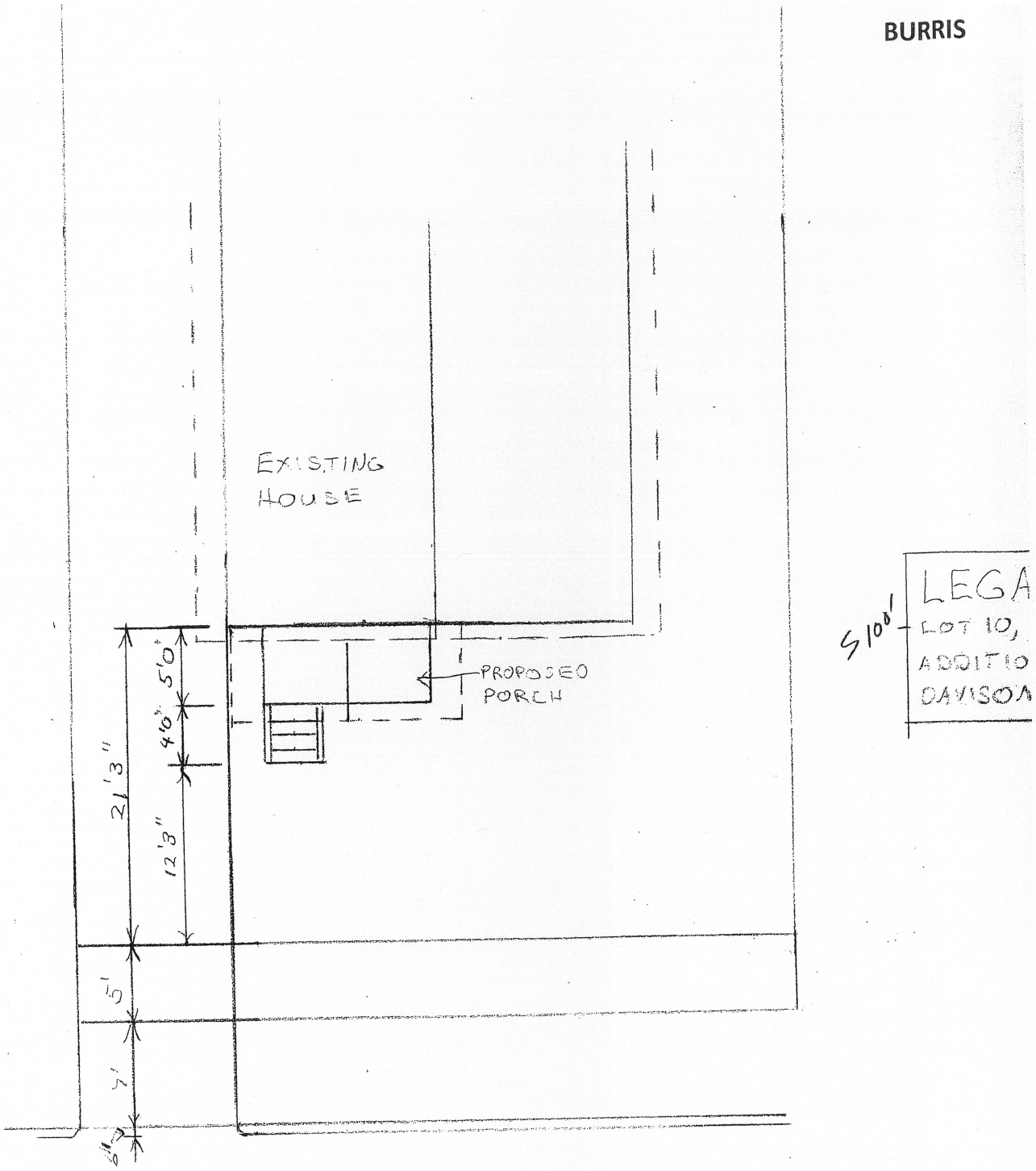
The names and addresses of the current property owners within one hundred and forty feet (140') of the applicant's property (excluding streets and alleys) will be notified upon the filing of this application.

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

Dated this 30 of September, 2016.

Suzanne B. Burris (Fried Mueller Lounber)
APPLICANT

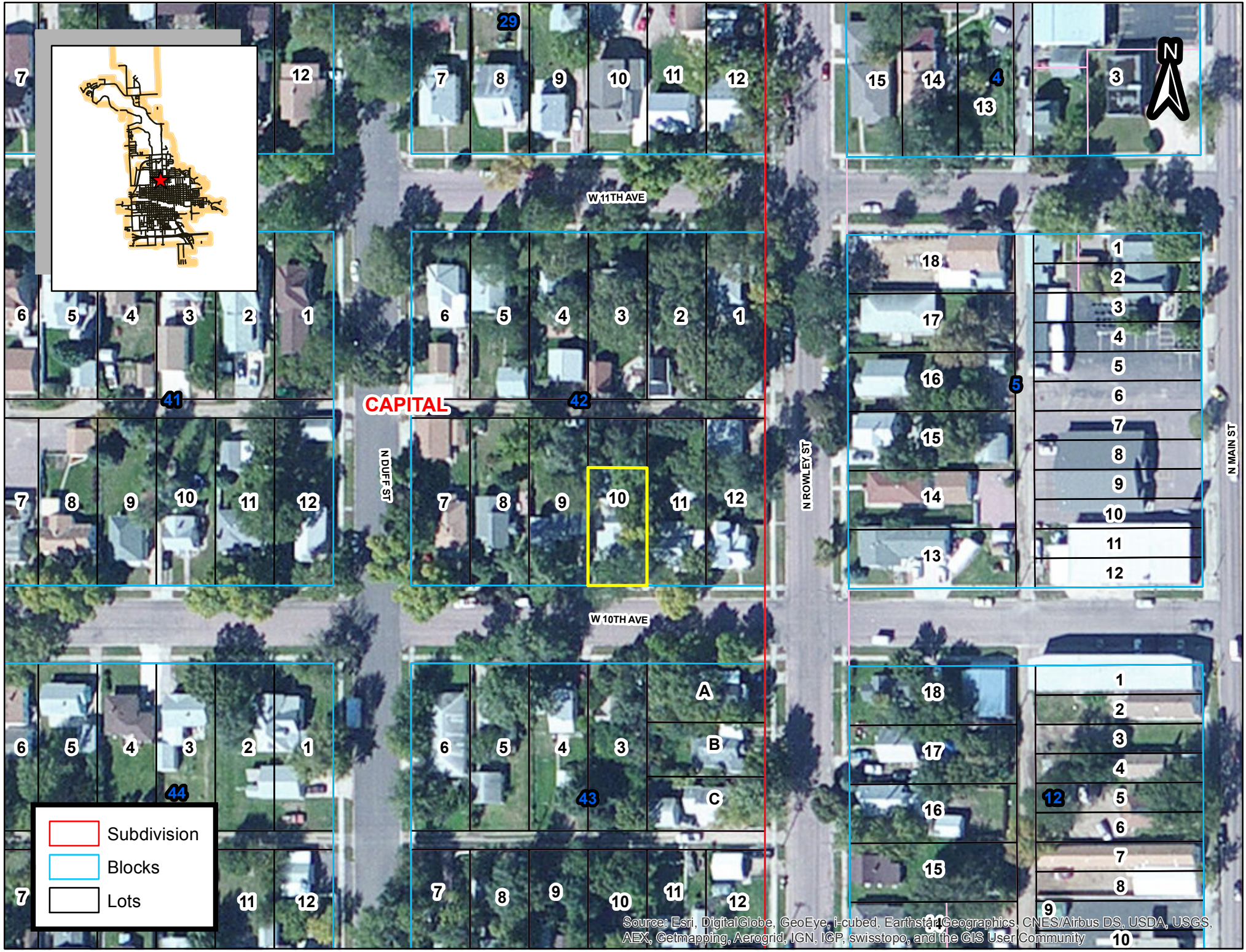
Suzanne B. Burris
OWNER



WEST 10th

SCALE 1"=10'0"

SUE BURRIS	
SCALE: AS NOTED	APPROVED BY:
DATE: 3-23-16	
MUELLER LUN	
210 W. 10th Ave	


CAPITAL
W 11TH AVE
W 10TH AVE
N DUFF ST
N ROWLEY ST
N MAIN ST
N
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

BURRIS

JEFFREY GOUDY
201 W 11TH AVE
MITCHELL SD 57301

DONNA & EDWARD KLUTH
207 W 11TH AVE
MITCHELL SD 57301

VIRGINIA STAHLECKER
211 W 11TH AVE
MITCHELL SD 57301

JOHN & BEVERLY GERARD
215 W 11TH AVE
MITCHELL SD 57301

JORDAN HANSON
217 W 11TH AVE
MITCHELL SD 57301

LYN RYSAVY
223 W 11TH AVE
MITCHELL SD 57301

NATASHA HARTMAN
220 W 10TH AVE
MITCHELL SD 57301

LISA APPLETOFT
JEFF LEUNING
40923 265TH ST
ETHAN SD 57334

KIMBERLY LOFGREN
216 W 10TH AVE
MITCHELL SD 57301

SUZANNE BURRIS
210 W 10TH AVE
MITCHELL SD 57301

RYAN LARSON
200 W 10TH AVE
MITCHELL SD 57301

BOYD REIMNITZ **APPROVED**
116 E 3RD AVE
MITCHELL SD 57301

MICHAEL & JEANNE HAUSER
1420 E BIRCH AVE
MITCHELL SD 57301

PHYLLIS ROBERTSON
41340 SD HWY 38
MITCHELL SD 57301

LILA & KEVIN SEXTON
PO BOX 90631
SIOUX FALLS SD 57109

BRAD GERLACH
921 N ROWLEY ST
MITCHELL SD 57301

TONYA STROUD
915 N ROWLEY ST
MITCHELL SD 57301

WILLIAM & ELIZABETH CARMODY
913 N ROWLEY ST
MITCHELL SD 57301

JIM PEJSA
MARGE KNIGGE
1000 N ROWLEY ST
MITCHELL SD 57301

RYAN & COLLEEN RECKER
605 HICKORY HILLS DR
PLEASANT HILL MO 64080

RENAE MELMER
1018 N ROWLEY ST
MITCHELL SD 57301

JOHNSON INVESTMENT CO
1300 N KIMBALL ST
MITCHELL SD 57301

CASEY PLOOSTER
1016 N ROWLEY ST
MITCHELL SD 57301

RICHARD & KIMBERLY SWANK
1023 N MAIN ST
MITCHELL SD 57301

BRANDON & KAYLA BRAUN
914 N ROWLEY ST
MITCHELL SD 57301

RICHARD RAML
920 N ROWLEY ST
MITCHELL SD 57301

MELVIN & BRENDA EILTS
821 KYNETTE PL
MITCHELL SD 57301

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016 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: Board of Adjustment

Explanation/Background of Agenda Item Requested:

Roxie Ackman and Brittany Royston have made an application for a conditional use permit to operate a home occupation/beauty salon in their property located at 718 E 6th Ave, legally described as Lot 11, Block 4, F.M. Greene Addition, City of Mitchell, Davison County, SD. The property is zoned R2 Single Family Residential District.

Planning commission recommends approval with two conditions: 1. the applicant comply with the requirements in regards to signs for home occupation 2. no employees

See 10/11/2016 minutes

NOTICE OF HEARING

To: The Planning Commission, Board of Adjustment of the City of Mitchell, Mitchell South Dakota, and to the general public:

YOU ARE HEREBY NOTIFIED, that Roxie Ackman & Brittany Royston have made an application for a conditional use permit to operate home occupation/beauty salon in their home located at 718 E 6th Ave, legally described as Lot 11, Block 4, F.M. Greene Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

YOU ARE FURTHER NOTIFIED, that the public hearings will be held by the City Planning Commission on October 11, 2016 at 12:00 P.M and the Board of Adjustment on October 17, 2016 at 6:30 P.M., at the Council Chambers, Mitchell City Hall. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated at Mitchell, South Dakota, this 22nd day of September, 2016.

MICHELLE BATHKE

FINANCE OFFICER

Publish twice: September 29, and October 6, 2016.
Approximate Cost:

APPLICATION FOR CONDITIONAL USE PERMIT

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

The undersigned applicant(s) and owner(s), Roxann & Brittany Ackman hereby make(s) application for a conditional use permit (home occupation/beauty salon) application pursuant to the provisions of the City of Mitchell Zoning Code as amended.

This Application is for the following described real property:

Lot 11, Block 4, F.M. Greene Addition, City of Mitchell, Davison County, South Dakota (718 E 6th Ave).

Applicant(s) and owner(s), Roxann & Brittany Ackman, of the above described real property request(s) a conditional use permit application to operate a home occupation/beauty salon in their residence. The said real property is zoned (R2) Single Family Residential District.

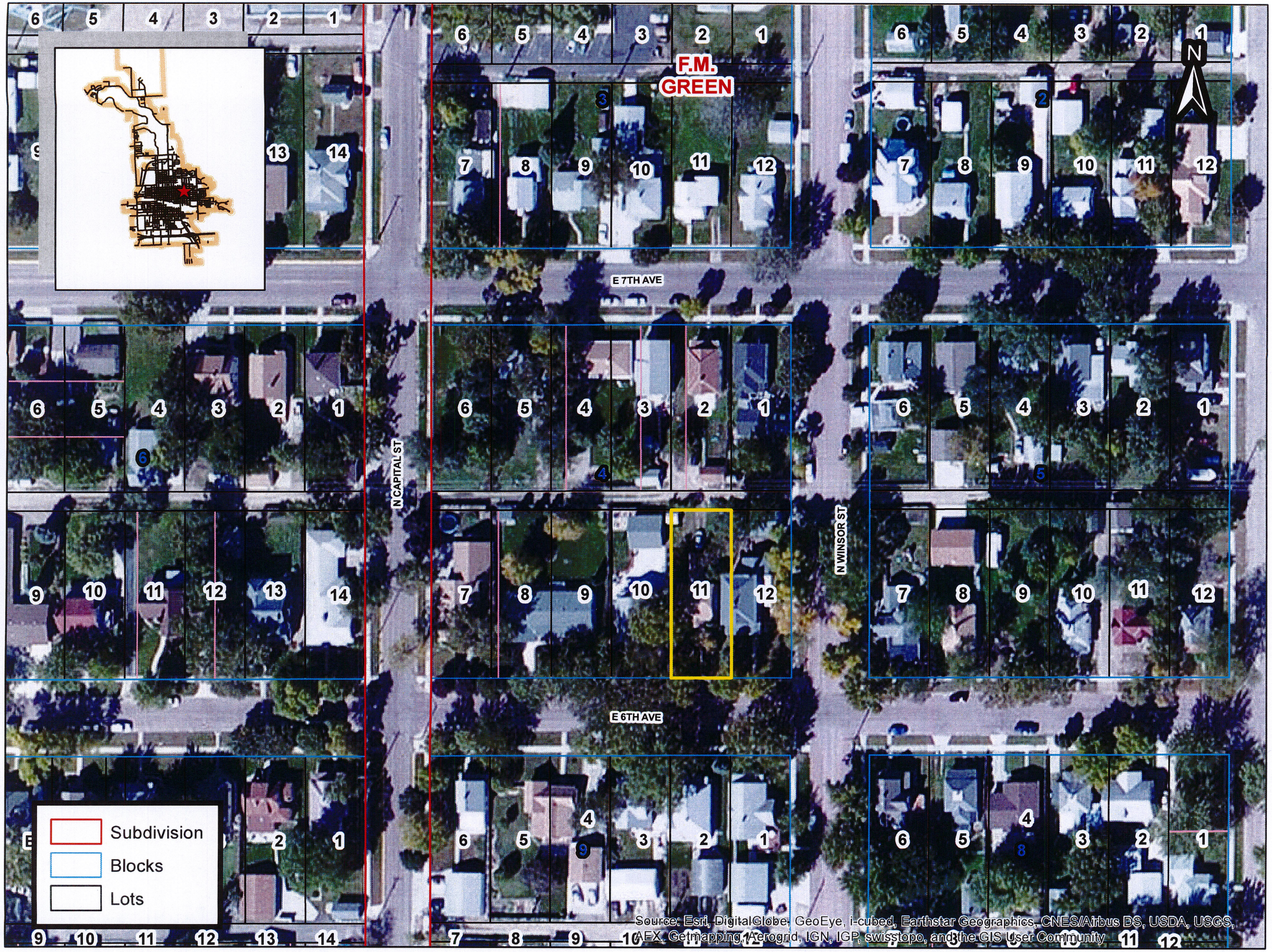
The names and addresses of the current property owners within one hundred and forty feet (140') of the applicant's property (excluding streets and alleys) will be notified upon the filing of this application.

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

Dated this 21st of Sept., 2016.

Roxie Ackman
APPLICANT

Roxie Ackman - Brittany Royston
OWNER


F.M.
GREEN
E 7TH AVE
E 6TH AVE
N CAPITAL ST
N WINSOR ST
N
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

SUSAN SINCLAIR
PO BOX 396
TORONTO SD 57268

JUDY & RAY HAVREHOLD
805 E 7TH AVE
MITCHELL SD 57301

WADE & KELLY BROZIK
801 E 7TH AVE
MITCHELL SD 57301

RYAN & MISTY ZILLA
800 E 6TH AVE
MITCHELL SD 57301

JAY PEPPEL
804 E 6TH AVE
MITCHELL SD 57301

RONALD & MONA EMMETT
723 E 7TH AVE
MITCHELL SD 57301

KARA ZILLA
721 E 7TH AVE
MITCHELL SD 57301

DEANNA BATTES
717 E 7TH AVE
MITCHELL SD 57301

MARY LEHRMAN
707 E 7TH AVE
MITCHELL SD 57301

DANIEL SCOTT
41873 235TH ST
FEDORA SD 57337

PHILIP & JEAN RAMSAY
700 E 6TH AVE
MITCHELL SD 57301

MARIAN JIRSA
706 E 6TH AVE
MITCHELL SD 57301

JOSEPH & BRITTANY ROYSTON
716 E 6TH AVE
MITCHELL SD 57301

ROXANN ACKMAN
718 E 6TH AVE
MITCHELL SD 57301

CHRIS & LAURA FOSNESS
720 E 6TH AVE
MITCHELL SD 57301

RICKY & SHARON HEYING
721 E 6TH AVE
MITCHELL SD 57301

CAROL ANN BEBO
719 E 6TH AVE
MITCHELL SD 57301

ANDREW BREITENBACH
BARBARA DUFFEY
715 E 6TH AVE
MITCHELL SD 57301

ALAN & JULIA WALTON
705 E 6TH AVE
MITCHELL SD 57301

MARK FRANEY disapprove
701 E 6TH AVE
MITCHELL SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

Rec'd -
10-6-16

September 27, 2016

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that Roxie Ackman and Brittany Royston have applied for a conditional use to operate a home occupation/beauty salon in their home at 718 E 6th Ave, legally described as Lot 11, Block 4, F.M. Greene Addition, City of Mitchell, Davison County, South Dakota. The said real property is zoned (R2) Single Family Residential District.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the Planning Commission on October 11, 2016 12:00 P.M and the Board of Adjustment on October 17, 2016 at 6:30 P.M., at the Council Chambers, Mitchell City Hall. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

I/We Mark Franey
OWNER

701 E 6
ADDRESS

_____ APPROVE

✓ DISAPPROVE

No response will indicate approval.

COMMENTS:
no-parking
narrow streets

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

Requested By: Nathan Powell

Desired Action of City Council

- ☐ Authorization
- ☑ Approval
- ☐ Resolution
- ☐ Ordinance
- ☐ Citizen Request
- ☐ Discussion

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

Agenda Item: Mitchell Baseball Association Proposal

Explanation/Background of Agenda Item Requested:

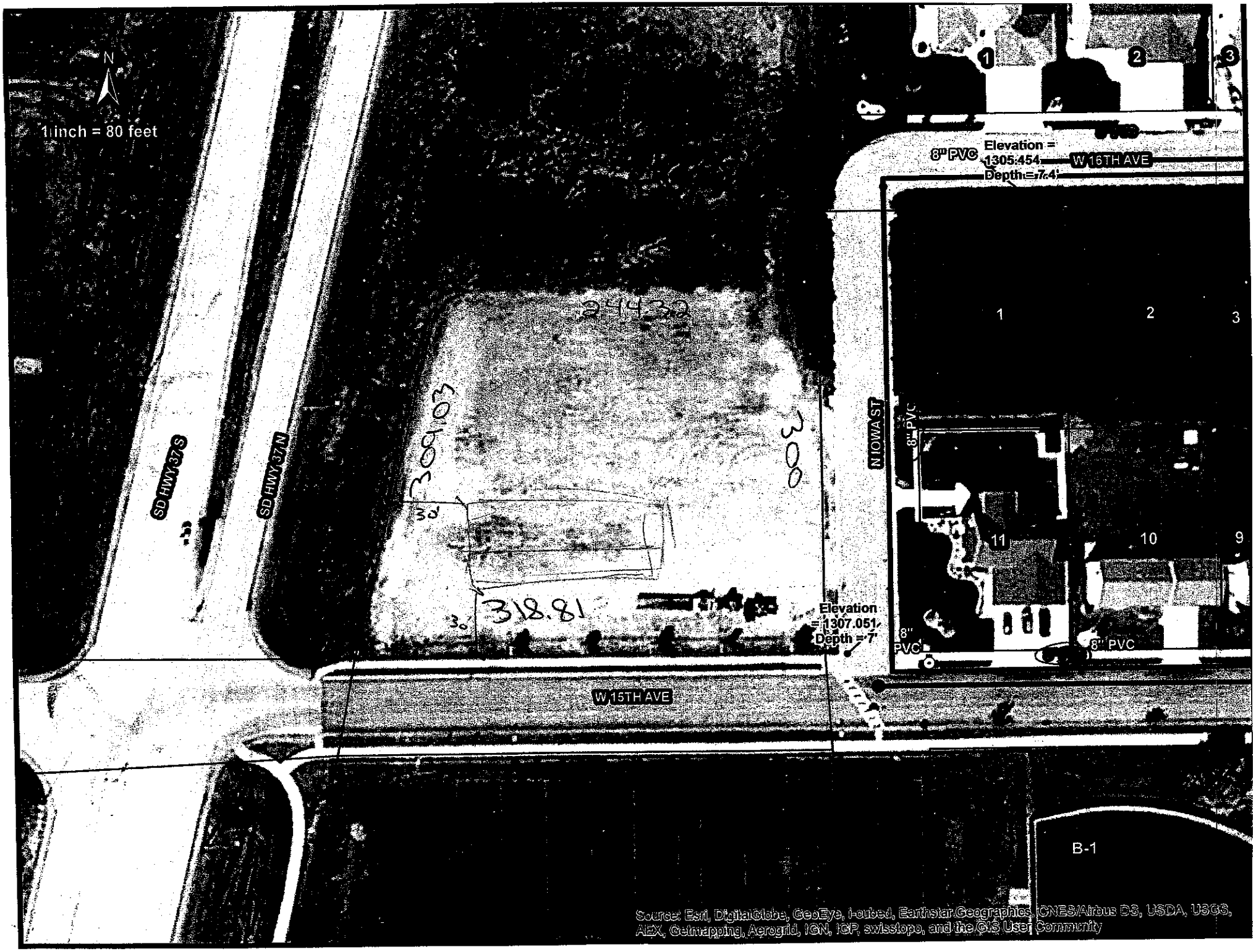
The Mitchell Baseball Association is making a formal proposal to the City to build an 80' X 120' structure on City property to be used as an indoor baseball training facility. The location of the facility will be on the corner of W 15th Avenue and N Iowa Street. This is an unpaved vacant lot used as overflow parking for the Cadwell Complex. MBA would be responsible for all costs involved with building, maintaining, and insuring the facility. The remaining area would still be available for overflow parking.

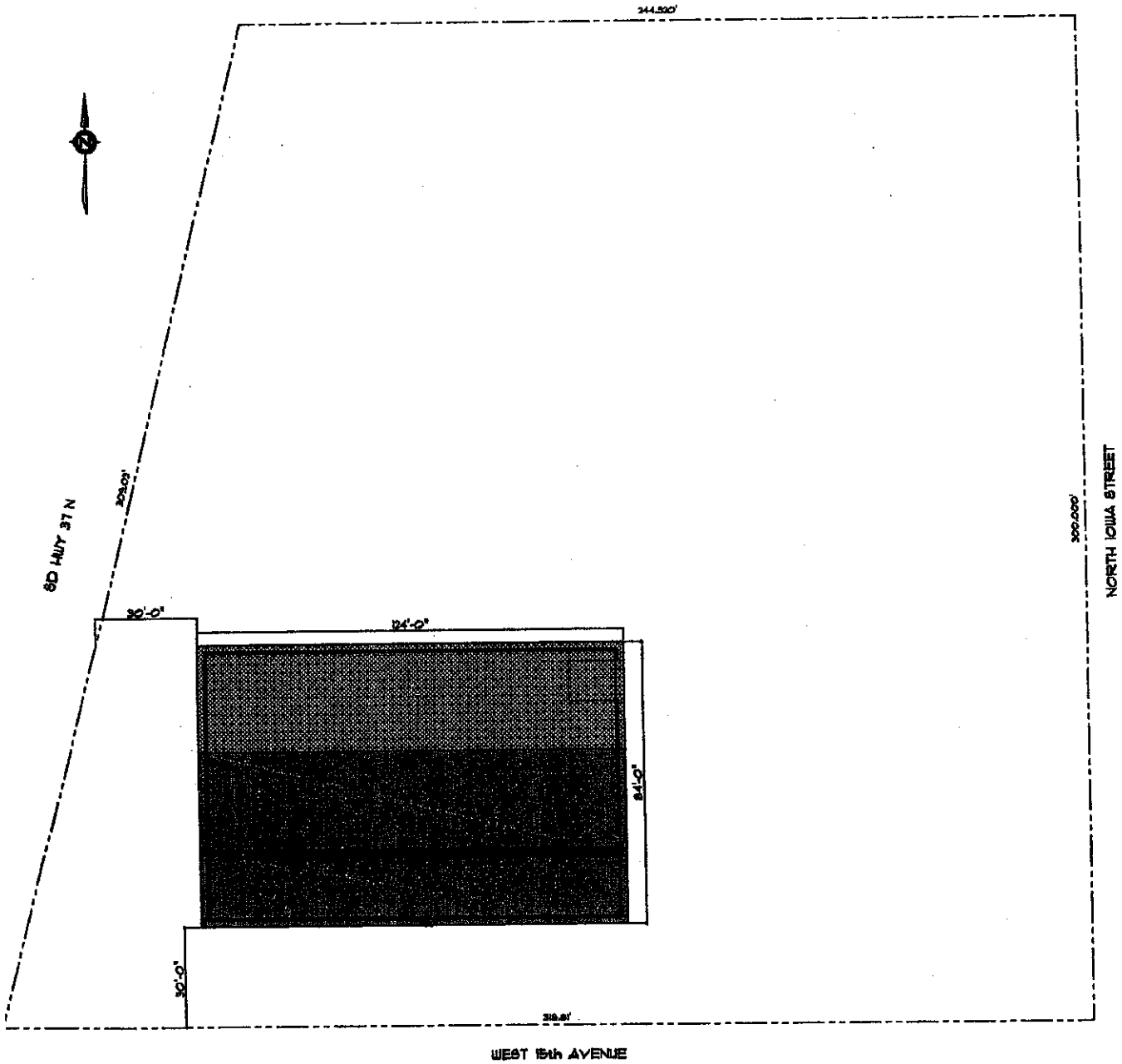
This is a request for approval of the concept. Lease terms will be addressed with the City and Parks Board at a later date.

SEPTEMBER 14,2016

The Mitchell Baseball Association (MBA) board of directors would like to make a formal proposal to the City of Mitchell as well as the Mitchell Park and Rec Board. The MBA proposes building a 80′ x 120′ structure to be used as a baseball training facility. The location of this building would be on Block 1 of Cadwell Park 1st Addition, which is on the north side of West 15th Avenue and west side of North Iowa Street or north of old soccer fields. MBA would be responsible for all costs involved with building, maintaining, and insuring the facility. The remaining area around the facility would remain available for open public parking. MBA would like to propose a 25 year lease at $1.00 per year which would have continued renewability at the end of the lease period as long as the MBA is still in existence. Thank you for the consideration.

Mitchell Baseball Association
Luke Norden
Dean Sadler


N
1 inch = 80 feet
SD HWY 37 S
SD HWY 37 N
W 15TH AVE
W 16TH AVE
N IOWA ST
8" PVC
Elevation = 1305.454
Depth = 7.4'
Elevation = 1307.051
Depth = 7'
8" PVC
8" PVC
8" PVC
1
2
3
9
10
11
B-1
Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

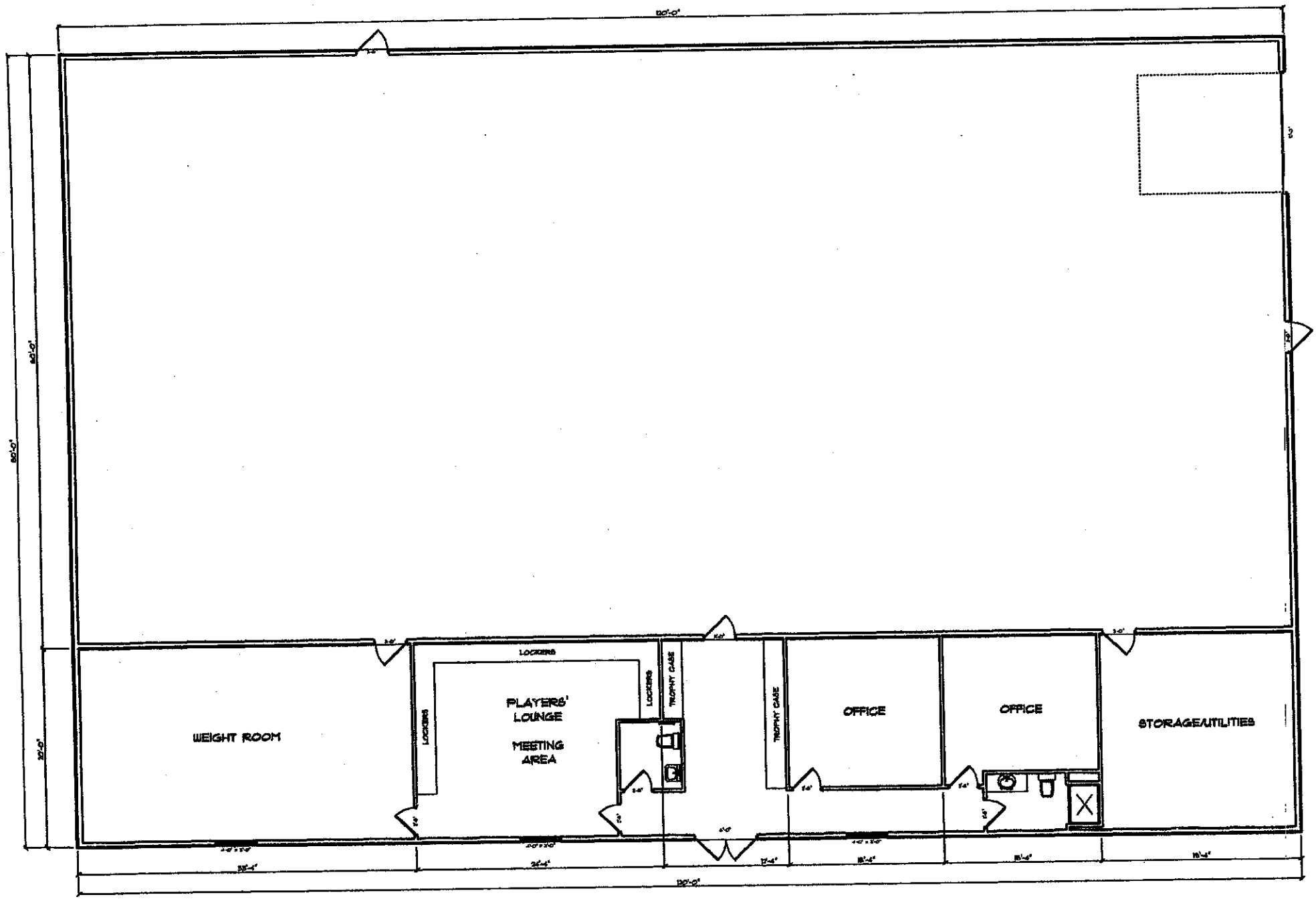


LEGAL DESCRIPTION

BLOCK #1 OF CADWELL PARK 1ST ADDITION,
TO THE CITY OF MITCHELL,
DAVISON, SOUTH DAKOTA

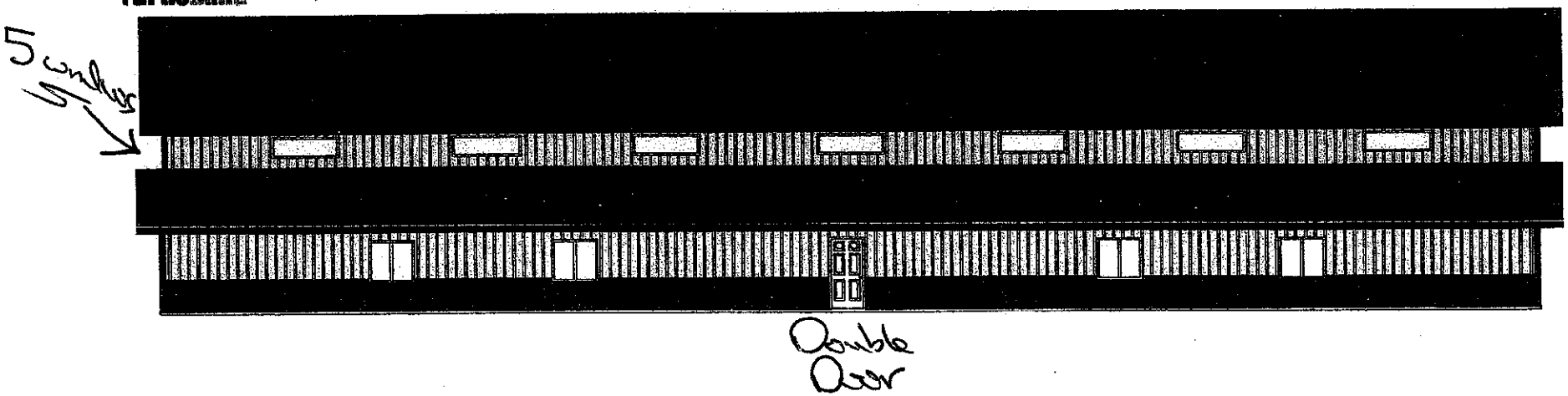
PLOT PLAN

SCALE: 1" = 20'


120'-0"
80'-0"
20'-0"
WEIGHT ROOM
LOCKERS
LOCKERS
PLAYERS' LOUNGE
MEETING AREA
LOCKERS
TROPHY CASE
TROPHY CASE
OFFICE
OFFICE
STORAGE/UTILITIES
35'-4"
24'-4"
12'-4"
18'-4"
18'-4"
18'-4"
120'-0"

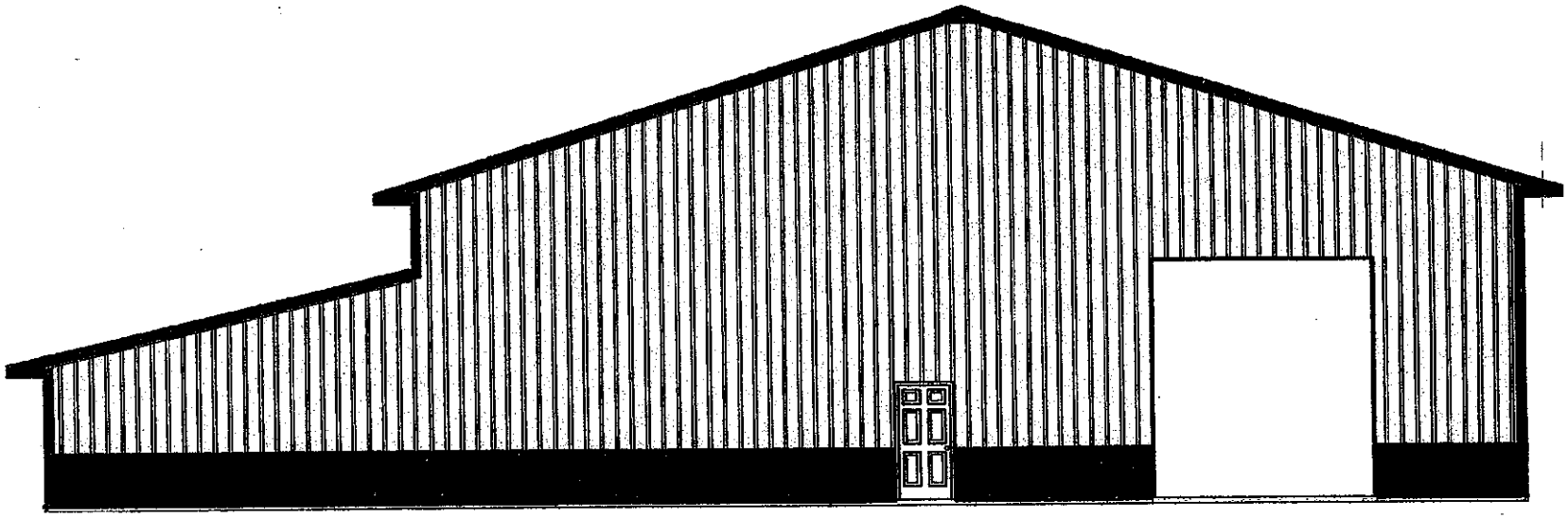
South

SOUTH SIDE-EAVE SIDE 1 ELEVATION



East

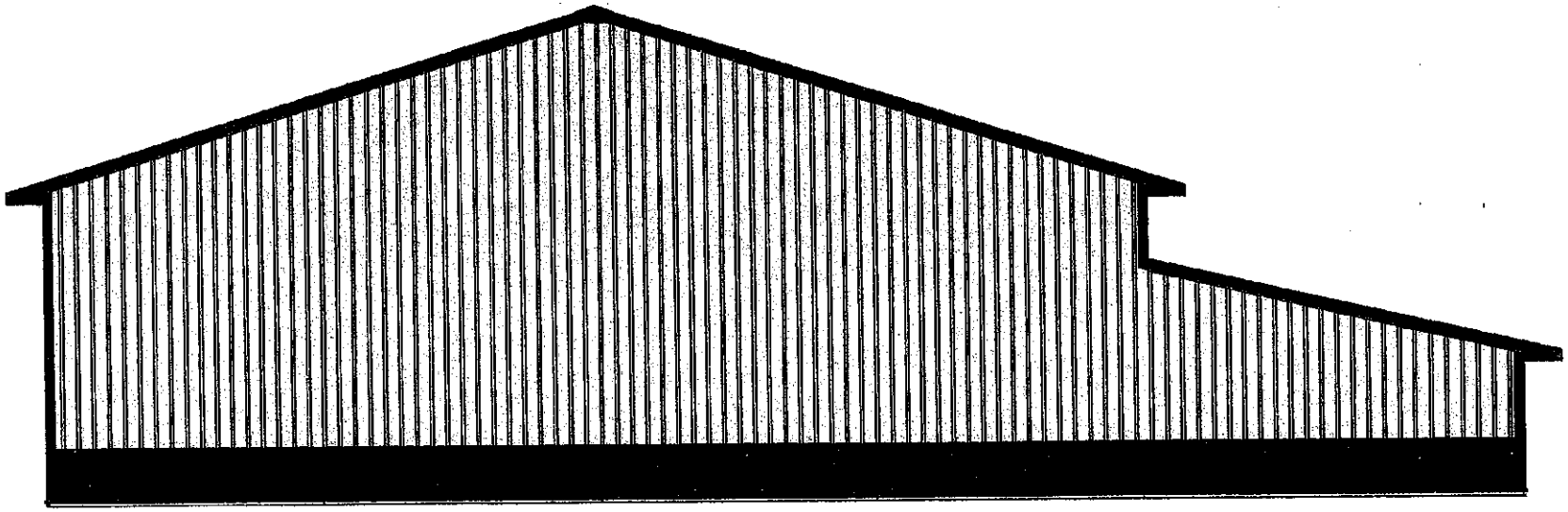
EAST SIDE-GABLE SIDE 1 ELEVATION



"Mitchell Baseball Training Lease"
Estimate Number: 6078
9/12/2016"

West

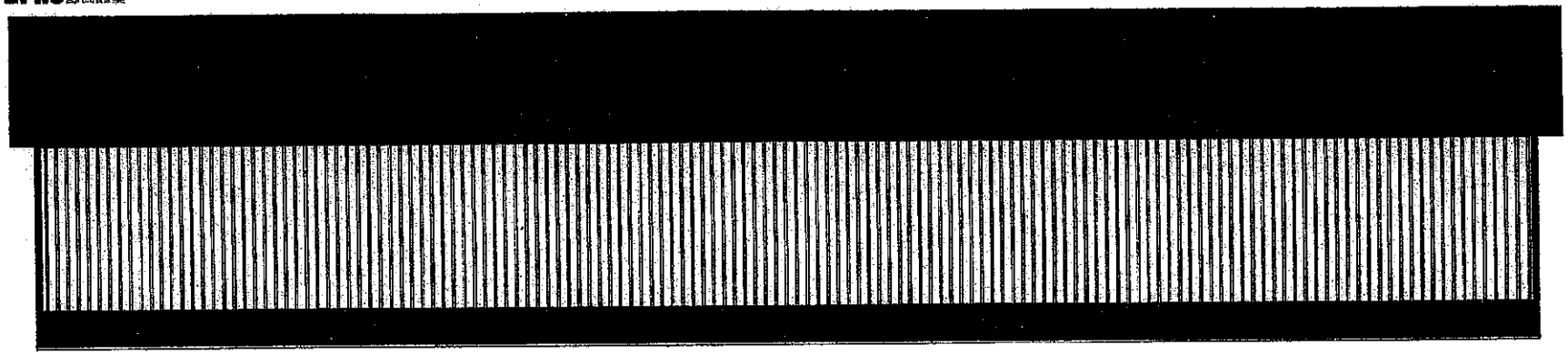
WEST SIDE-GABLE SIDE 2 ELEVATION



"Michell Baseball Training Lean
Estimate Number: 5978
9/12/2016"

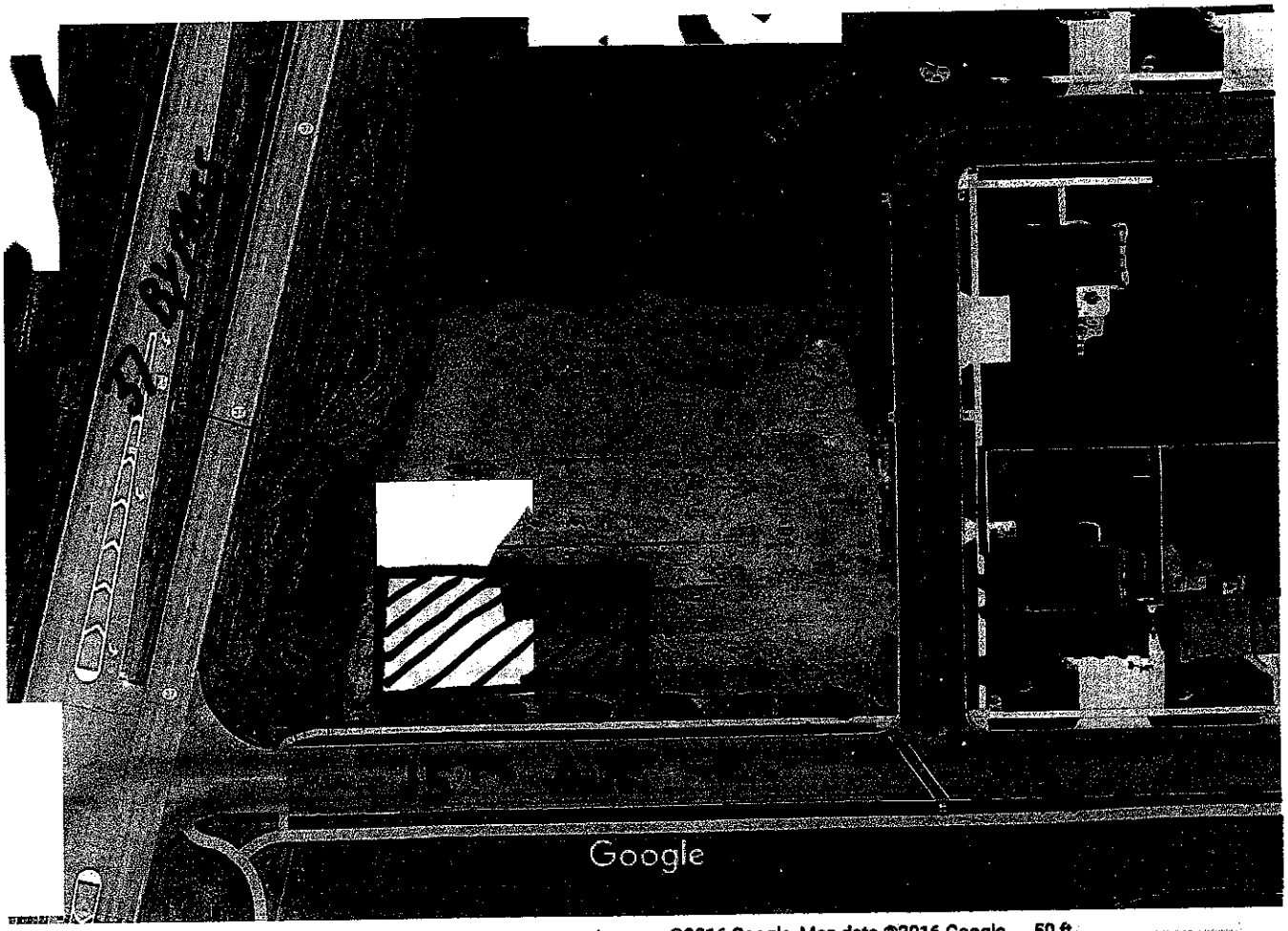
North

NORTH SIDE-EAVE SIDE 2 ELEVATION

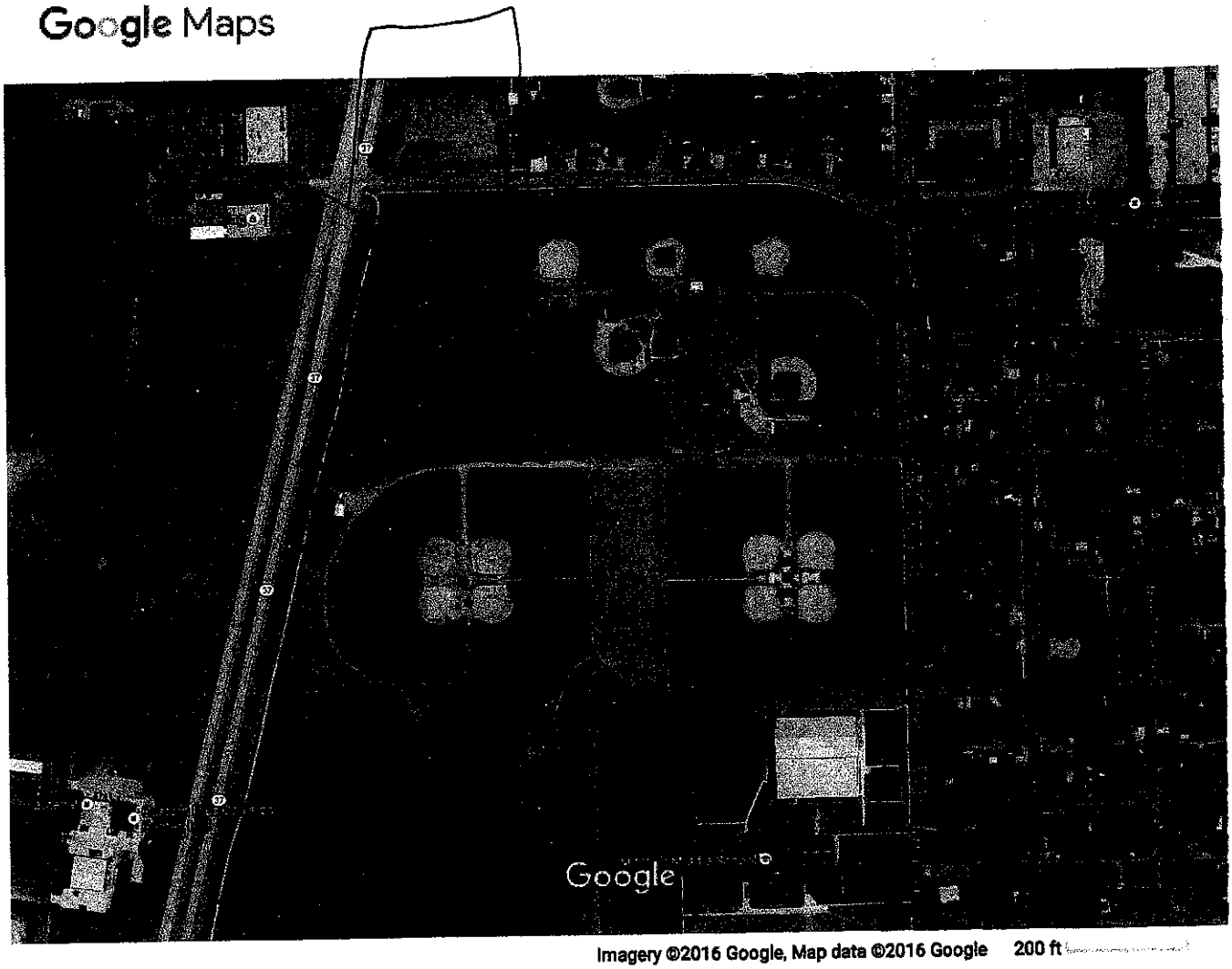


"Michael Baseball Training Lane
Drawing Number 1978
9/12/2016"

Google Maps



Imagery ©2016 Google, Map data ©2016 Google 50 ft



Imagery ©2016 Google, Map data ©2016 Google 200 ft

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016 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: Consider approval to Rezone various city owned properties

Explanation/Background of Agenda Item Requested:

Attached are various maps of city owned parcels that are not currently not zoned Public Lands and Institutions District. The maps indicate the current zoning.

1. Parcels abutting Cadwell Park
2. Soccer Complex
3. Wastewater Treatment Plant/Old Landfill
4. Wetland/open space west of Cabela's
5. Holding Pond/Open Space N. Ohlman and West 23rd Ave

Rezoning will require letters to the neighbors, public notice and hearings before the planning commission and council. The council would be the applicants.

ARTICLE A. PL PUBLIC LANDS AND INSTITUTIONS DISTRICT

10-8A-1: INTENT:

This district is intended to provide for land uses for governmental, educational, medical, recreational, religious and cultural services. The property will primarily be owned and maintained by government entities, educational institutions, and religious, parochial, benevolent, charitable, and other nonprofit organizations. (Ord. 2408, 10-1-2012)

10-8A-2: PERMITTED USES:

Adjustment training centers.

Airport.

Alcohol sales (on- and off-sale).

Assembly halls (publicly owned).

Boarding house.

Boarding schools.

Campgrounds.

Cemetery.

Childcare, preschool.

Coffeehouse.

Community centers.

Community garden.

Community residence.

Community theater.

Congregate housing.

Detention facilities.

Educational institutions.

Electric vehicle charging stations (restricted, public and rapid charging).

Golf course.

Hangar.

Heliport.

Historic sites.

Hospice residential facility.

Hospitals.

Indoor recreation facilities.

Open space.

Outdoor recreation facilities.

Parking facilities.

Parks, playgrounds.

Personal health services.

Public service facility.

Religious institutions.

Retail services and trade.

Riding stable.

Roadside stand.

Student housing (off campus).

Substance abuse treatment facility.

Supportive living.

Telecommunications one hundred feet (100') or under in height.

Temporary emergency shelter.

Theater.

Utility station. (Ord. 2408, 10-1-2012; amd. Ord. 2454, 11-4-2013; Ord. 2512, 4-6-2015; Ord. 2527, 1-4-2016)

10-8A-3: CONDITIONAL USES:

Assembling and packaging.

Large wind conversion systems.

Racetrack.

Rodeo grounds.

Sanitary landfills.

Sewage treatment.

Shooting range.

Single-family dwellings if not accessory to the permitted uses.

Telecommunication towers over one hundred feet (100') in height. (Ord. 2408, 10-1-2012; amd. Ord. 2512, 4-6-2015)

10-8A-4: ACCESSORY USES:

Accessory residential dwellings/uses. (Ord. 2408, 10-1-2012)

10-8A-5: DENSITY, AREA, AND HEIGHT REGULATIONS:

Public Lands And Institutions District PL	Minimum Lot Area	Minimum Lot Width	Minimum Front Yard	Minimum Rear Yard	Minimum Side Yard	Minimum Side Yard Corner Lot	Maximum Zoning Lot Coverage[1]	Maximum Height[2]
	10,000 sq. ft.	100'	30'	35'	3'	20'	50%	0'

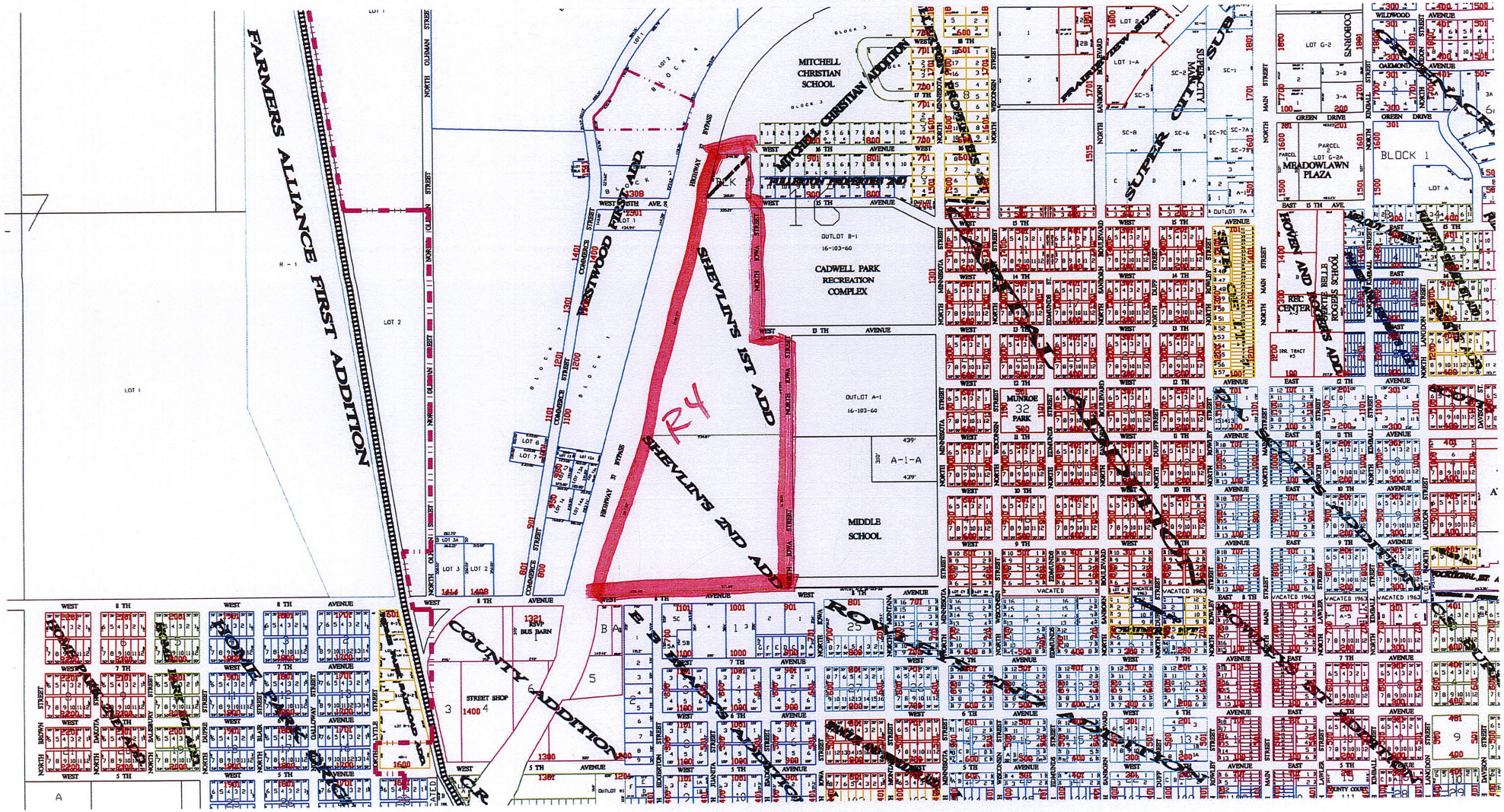
Notes:
1. Structures shall comply with required yards, parking and loading spaces and applicable landscaping requirements set forth in this code.
2. In the PL district, there are no limitations; except, that within 100 feet of a residential district, no building shall be higher than 65 feet.

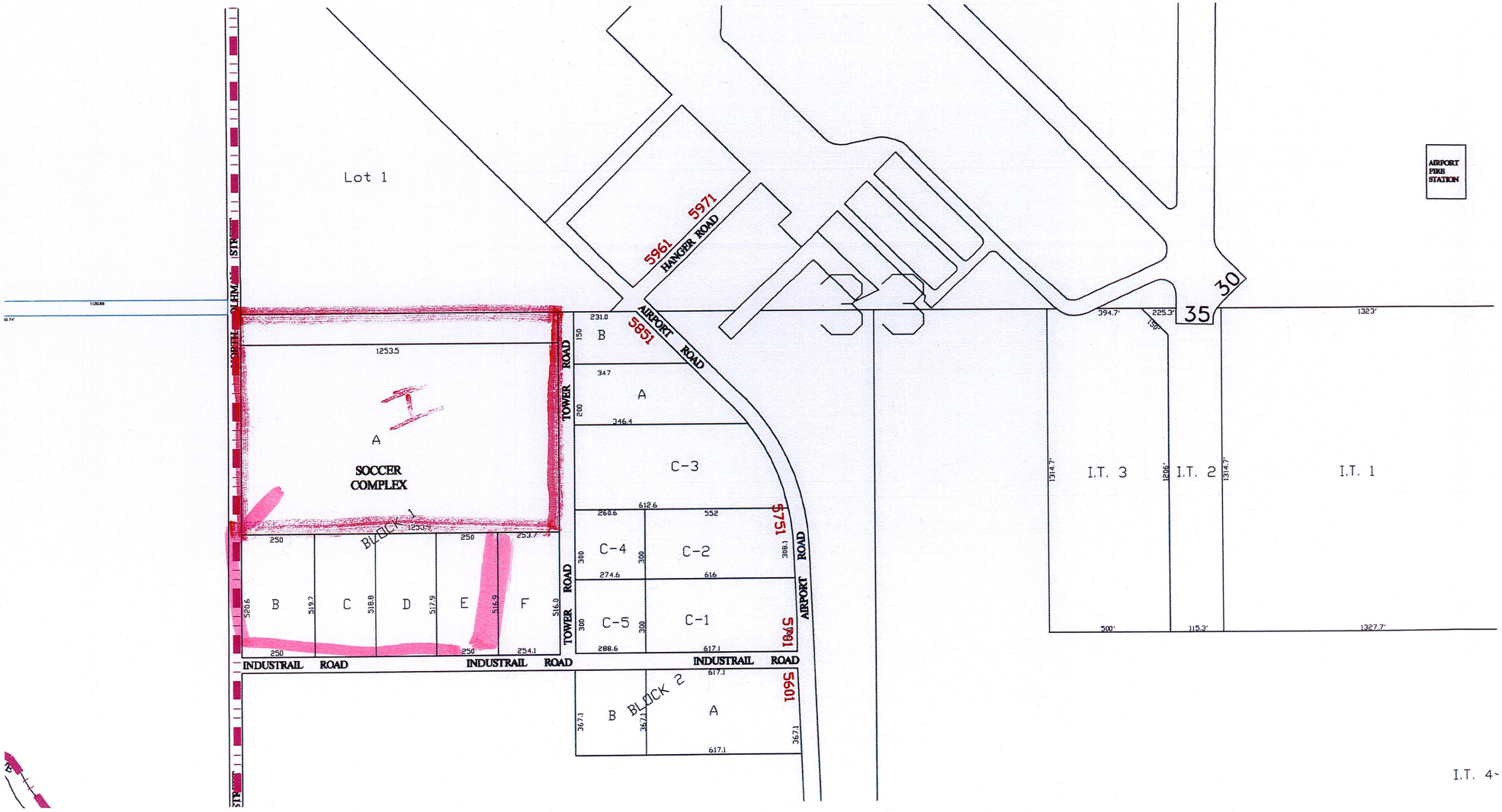
A. Accessory Buildings:

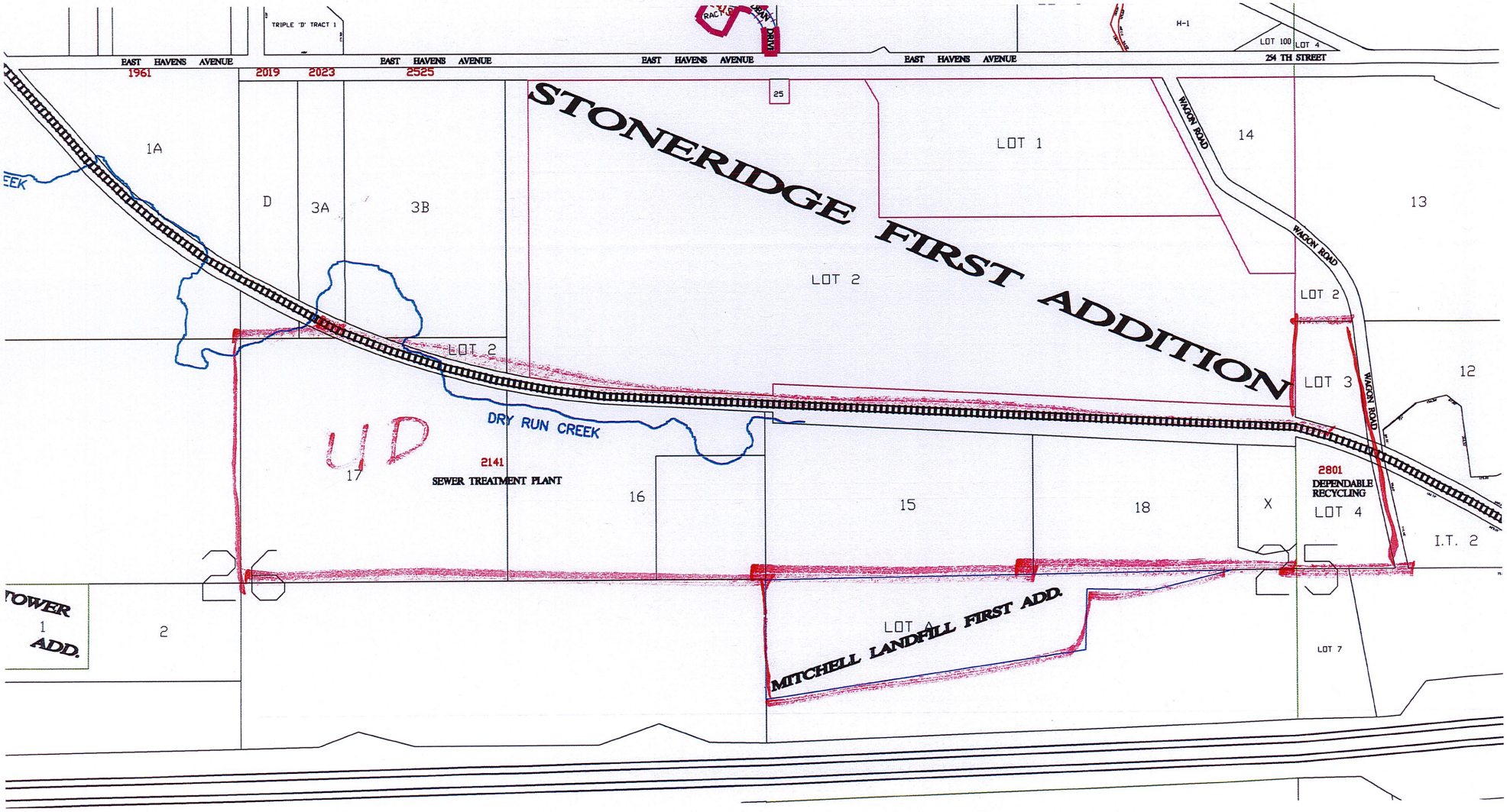
1. An accessory building shall not be permitted in any required front yard and no separate accessory building shall be erected within three feet (3') of any principal building's line.

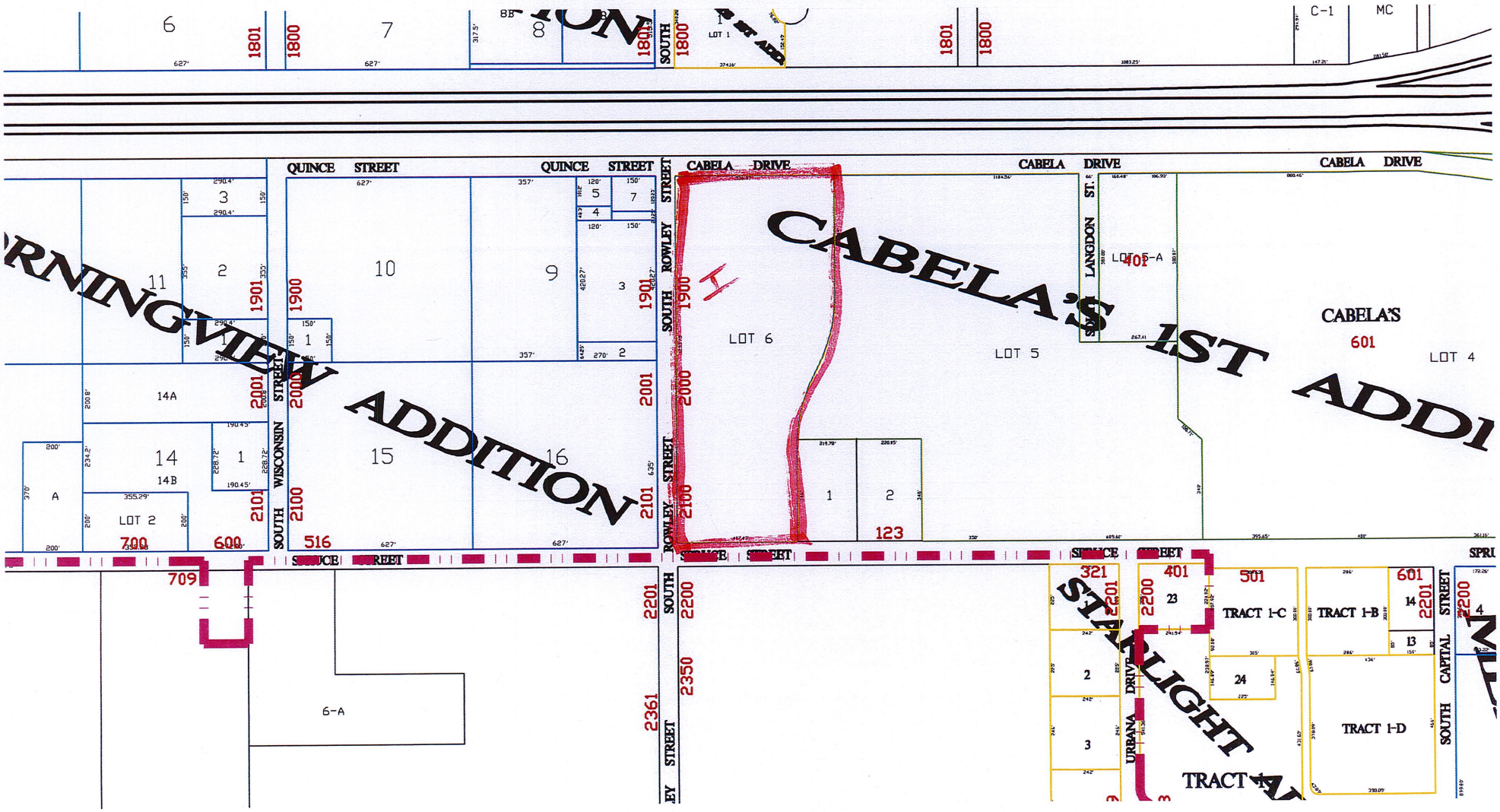
2. Accessory buildings shall be at least three feet (3') from zoning lot lines of adjoining lots, footage to be measured from the overhang building line.

3. On a corner lot they shall conform to the setback requirements on the side street, except in the case of an accessory structure door parallel to the alley, the minimum yard requirement setback shall not be less than sixteen feet (16'). (Ord. 2408, 10-1-2012)

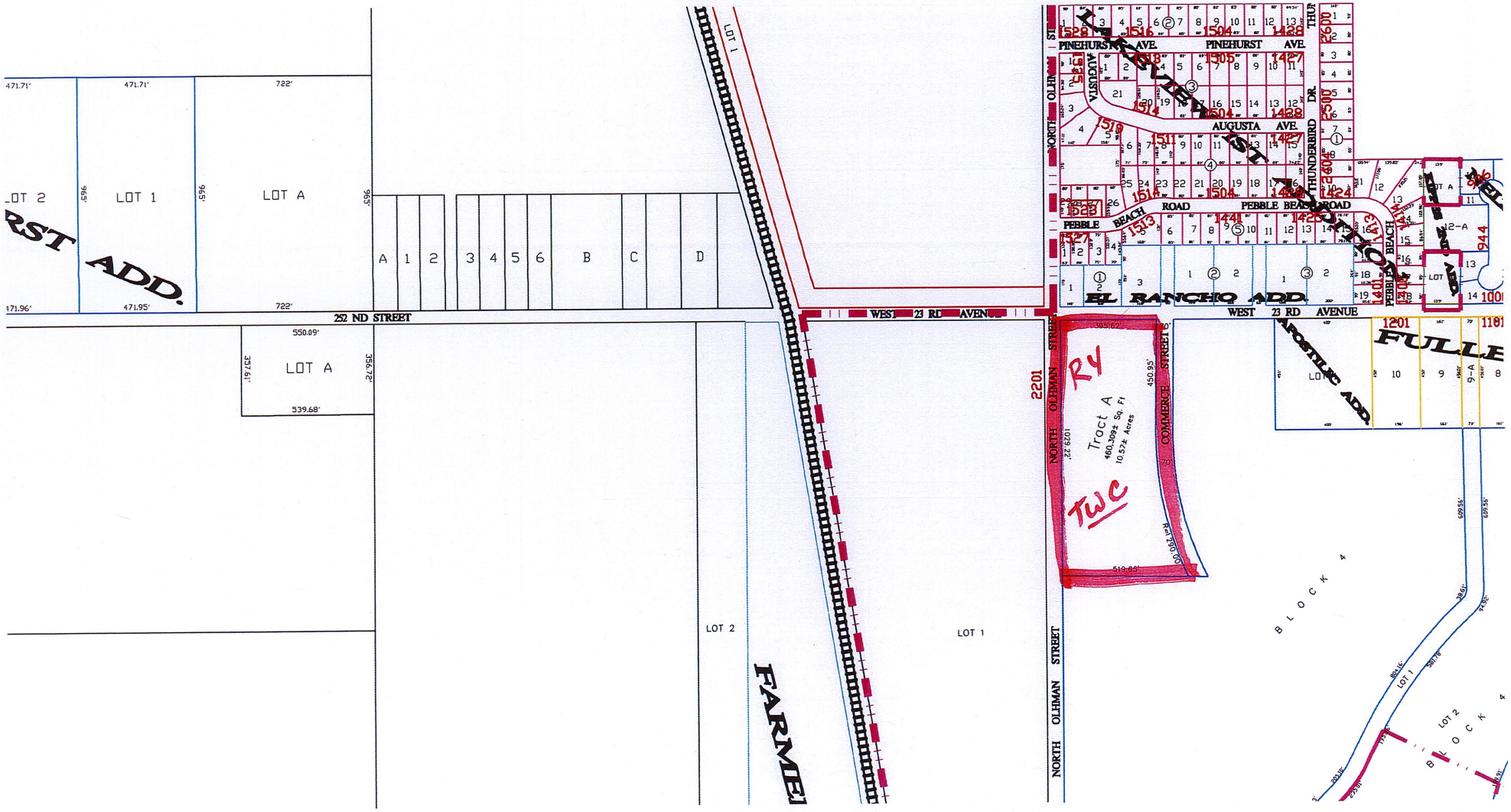

FARMERS ALLIANCE FIRST ADDITION
WESTWOOD FIRST ADD
SHEVLIN'S 1ST ADD
SHEVLIN'S 2ND ADD
MITCHELL CHRISTIAN ADDITION
MITCHELL CHRISTIAN SCHOOL
CADWELL PARK RECREATION COMPLEX
MIDDLE SCHOOL
MUNROE PARK
MEADOWLAWN PLAZA
BLOCK 1
COUNTY ADDITION
STREET SHOP
RSVP BUS BARN
R4


Lot 1
5971
5961
HANGER ROAD
5851
AIRPORT ROAD
AIRPORT FIRE STATION
30
35
394.7'
225.3'
1323'
I.T. 3
I.T. 2
I.T. 1
I.T. 4
1314.7'
1206'
500'
115.3'
1327.7'
1253.5
A
SOCCER COMPLEX
BLOCK 1
B
C
D
E
F
TOWER ROAD
INDUSTRAIL ROAD
231.0
150
347
200
346.4
C-3
612.6
260.6
552
C-4
C-2
274.6
616
C-5
C-1
288.6
617.1
5751
5901
5601
BLOCK 2
367.1


STONERIDGE FIRST ADDITION
EAST HAVENS AVENUE
EAST HAVENS AVENUE
EAST HAVENS AVENUE
EAST HAVENS AVENUE
254 TH STREET
TRIPLE 'D' TRACT 1
H-1
LOT 100
LOT 4
1961
2019
2023
2525
25
1A
D
3A
3B
LOT 1
LOT 2
14
13
WAGON ROAD
WAGON ROAD
WAGON ROAD
LOT 2
LOT 3
12
LOT 2
DRY RUN CREEK
UD
17
2141
SEWER TREATMENT PLANT
16
15
18
X
2801
DEPENDABLE RECYCLING
LOT 4
I.T. 2
26
25
TOWER 1 ADD.
2
LOT A
MITCHELL LANDFILL FIRST ADD.
LOT 7



CABELA'S 1ST ADDI
RNINGVIEW ADDITION
STARLIGHT
QUINCE STREET
CABELA DRIVE
SOUTH ROWLEY STREET
SOUTH WISCONSIN STREET
LANGDON ST.
SOUTH CAPITAL STREET
URBANA DRIVE
CABELA'S
LOT 6
LOT 5
LOT 4
LOT 5-A
LOT 2
TRACT 1-C
TRACT 1-B
TRACT 1-D
TRACT 1
C-1
MC



LOT 2
LOT 1
LOT A
RST ADD.
471.71'
471.71'
722'
965'
965'
965'
471.96'
471.95'
722'
A
1
2
3
4
5
6
B
C
D
252 ND STREET
550.09'
357.61'
356.72'
539.68'
LOT A
LOT 1
LOT 2
LOT 1
FARMEL
WEST 23 RD AVENUE
NORTH OLHMAN STREET
2201
Tract A
460,309± Sq. Ft
10.57± Acres
RY
TWC
COMMERCE STREET
450.95'
1029.22'
R=1290.00'
519.85'
PINEHURST AVE.
AUGUSTA AVE.
PEBBLE BEACH ROAD
THUNDERBIRD DR.
EL RANCHO ADD.
APOSTILIC ADD.
FULLE
BLOCK 4
LOT 1
LOT 2
BLOCK 4

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

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: Approval of Plat # 3387

Explanation/Background of Agenda Item Requested:

Lot 33 of Maui Farms Second Addition, A Subdivision of the SE 1/4 of Section 31, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Planning Commission recommends approval. See 10/11/2016 minutes.

RESOLUTION NO. 3387

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 11th day of October, 2016; and

Whereas, it appears from an examination of the plat of LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE ¼ OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

Therefore, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE ¼ OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, SOUTH DAKOTA, prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth 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 17th day of October, 2016.

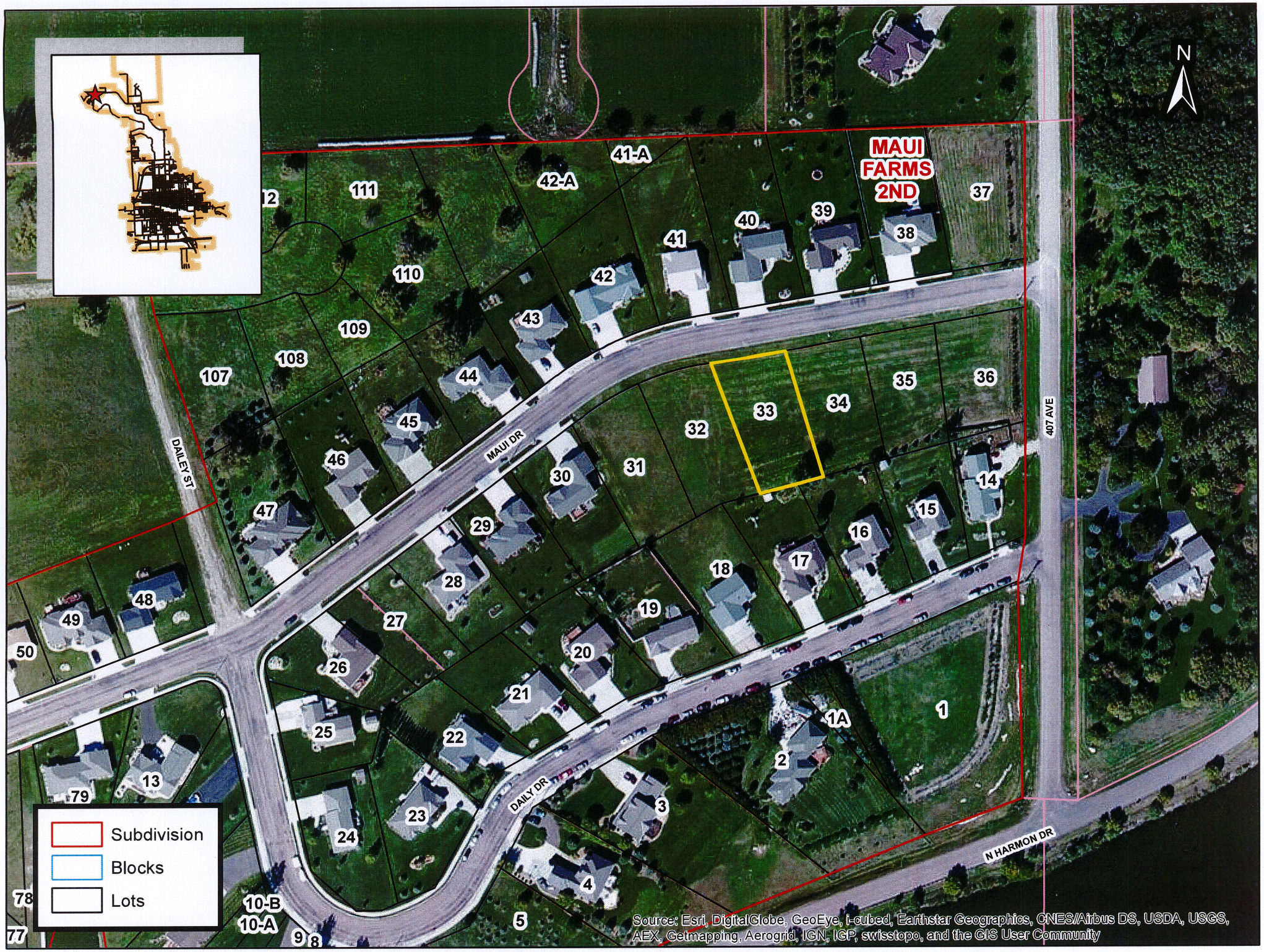
_____

MAYOR

ATTEST:

_____

FINANCE OFFICER


MAUI FARMS 2ND
N
MAUI DR
DAILEY ST
407 AVE
DAILY DR
N HARMON DR
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

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

SEC. 31, T 104 N, R 60 W

LOCATION MAP
SCALE: 1" = 3000'

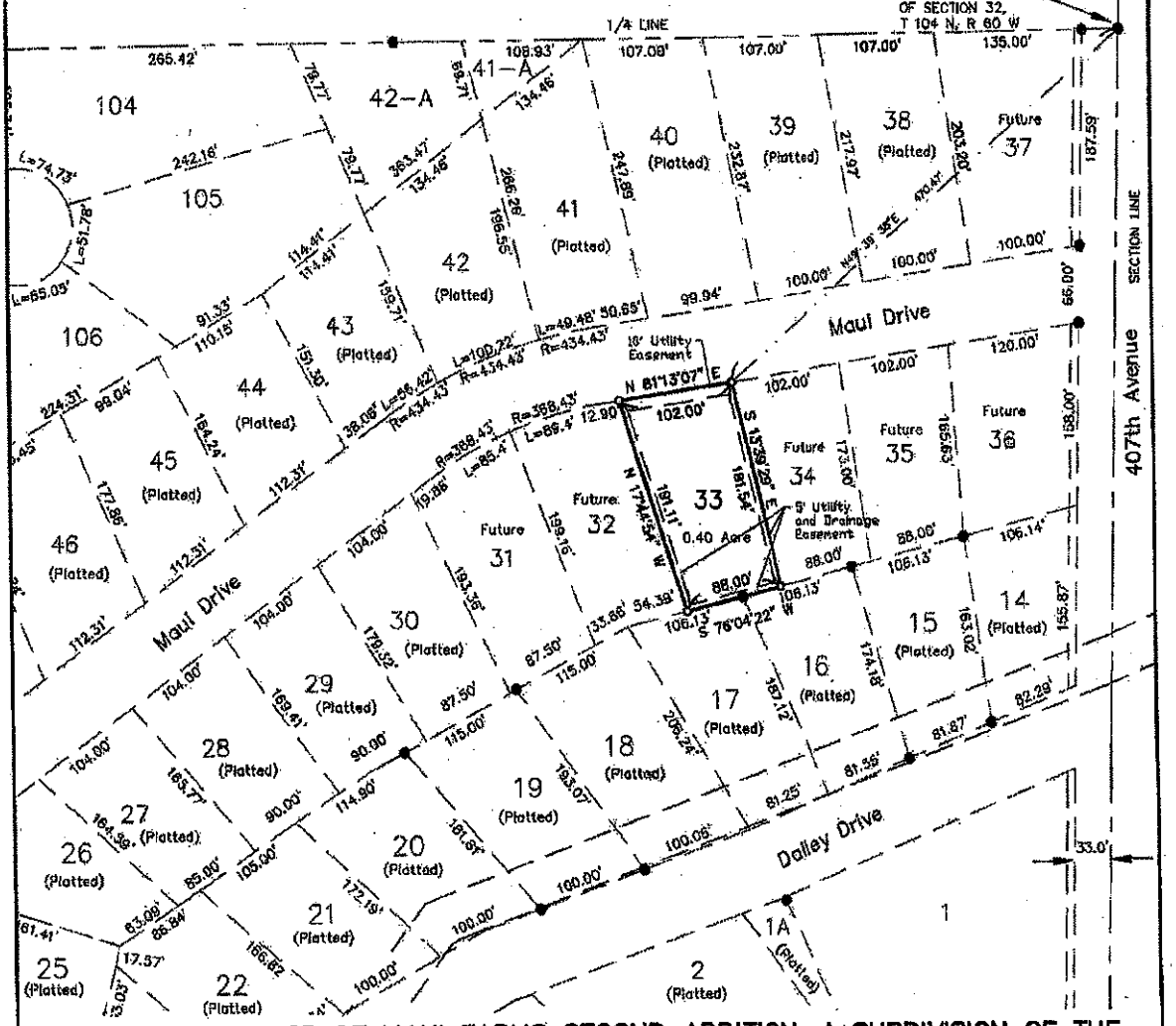
PREPARED BY: PAUL J. REILAND, R.L.S.
2100 NORTH SANBORN BLVD. - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

BEARINGS ARE BASED ON AN ASSUMED COORDINATE SYSTEM USING GPS GRID BEARINGS/GROUND DISTANCES

LEGEND

- = FOUND IRON MONUMENT
- = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- = SET NAIL
- = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- = FOUND NAIL
- = SET 3/8" x 12" SPIKE W/WASHER PLS-6702
- = WITNESS MONUMENT

Easements within Lot 33:
Sides and Rear = 5' Utility and Drainage Easements
Along Maui Drive = 10' Utility Easement



A PLAT OF LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5th P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

SURVEYOR'S CERTIFICATE

I, Paul J. Reiland, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of Maui Farms Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to October 3, 2016, survey those parcels of land described as follows: LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

In my professional opinion and to the best of my knowledge, information and belief, the within and foregoing plat is true and correct.
Dated this _____ day of October, 2016.

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6702
PAUL J. REILAND
SOUTH DAKOTA

Registered Land Surveyor #SD6702

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0815

A PLAT OF LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5th P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, hereby certify that Maui Farms Inc., a South Dakota corporation, is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at the request of Maui Farms Inc., a South Dakota corporation, and under its direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and Maui Farms Inc., a South Dakota corporation, hereby dedicates to the public, for public use forever as such, the streets and alleys, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said Lot 33 shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations; further that there now exists Maui Drive.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

_____
Charles J. Mauszycki, Jr., Vice President of Maui Farms Inc.,
a South Dakota corporation

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2016, before me, _____, the undersigned officer, personally appeared Charles J. Mauszycki, Jr., of Maui Farms Inc., a South Dakota corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

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

_____
Notary Public, South Dakota
My Commission Expires:_____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

I, _____, Chairman of the City Planning Commission for the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2016.

CITY PLANNING COMMISSION --- BY:_____

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6702
PAUL J. REILAND
SOUTH DAKOTA

SPN & Associates
Engineers, Planners and Surveyors
1100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015

A PLAT OF LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5th P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2016; and

WHEREAS, it appears from an examination of the plat of LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, _____, Finance Officer of the City of Mitchell, South Dakota, hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2016.

FINANCE OFFICER — BY: _____

CERTIFICATE OF COUNTY TREASURER

I, _____, hereby certify that I am the duly elected, qualified, and acting Treasurer of Davison County, South Dakota, and I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

_____ _____
Treasurer, Davison County Date

DIRECTOR OF EQUALIZATION

I, _____, Director of Equalization of Davison County, South Dakota, hereby certify that a copy of the plat of LOT 33 OF MAUI FARMS SECOND ADDITION, A SUBDIVISION OF THE SE 1/4 OF SECTION 31, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

_____ _____
Director of Equalization, Davison County Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2016, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

_____ By _____
Register of Deeds, Davison County Deputy

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 5702
PAUL J. REILAND
SOUTH DAKOTA

SPN & Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7461 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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

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: Resolution # 3388 Approval of Plat

Explanation/Background of Agenda Item Requested:

Lot 5-B, Block 7 of Westwood First Addition, A Subdivision of the SW 1/4 of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Planning Commission recommends approval. See 10/11/2016 minutes

RESOLUTION NO. 3388

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 11th day of October, 2016; and

Whereas, it appears from an examination of the plat of LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW ¼ OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

Therefore, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW ¼ OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth 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 17th day of October, 2016.

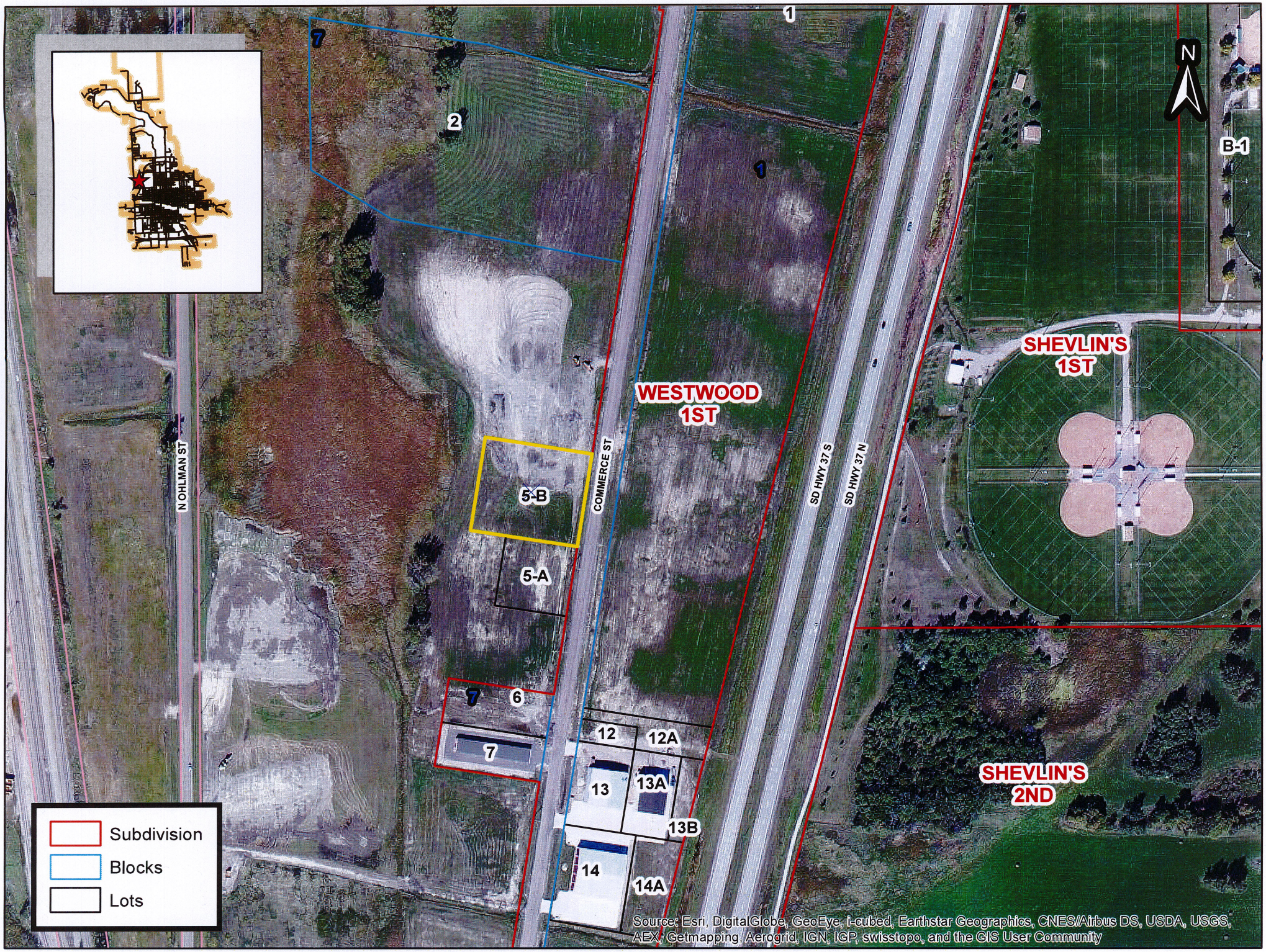
_____

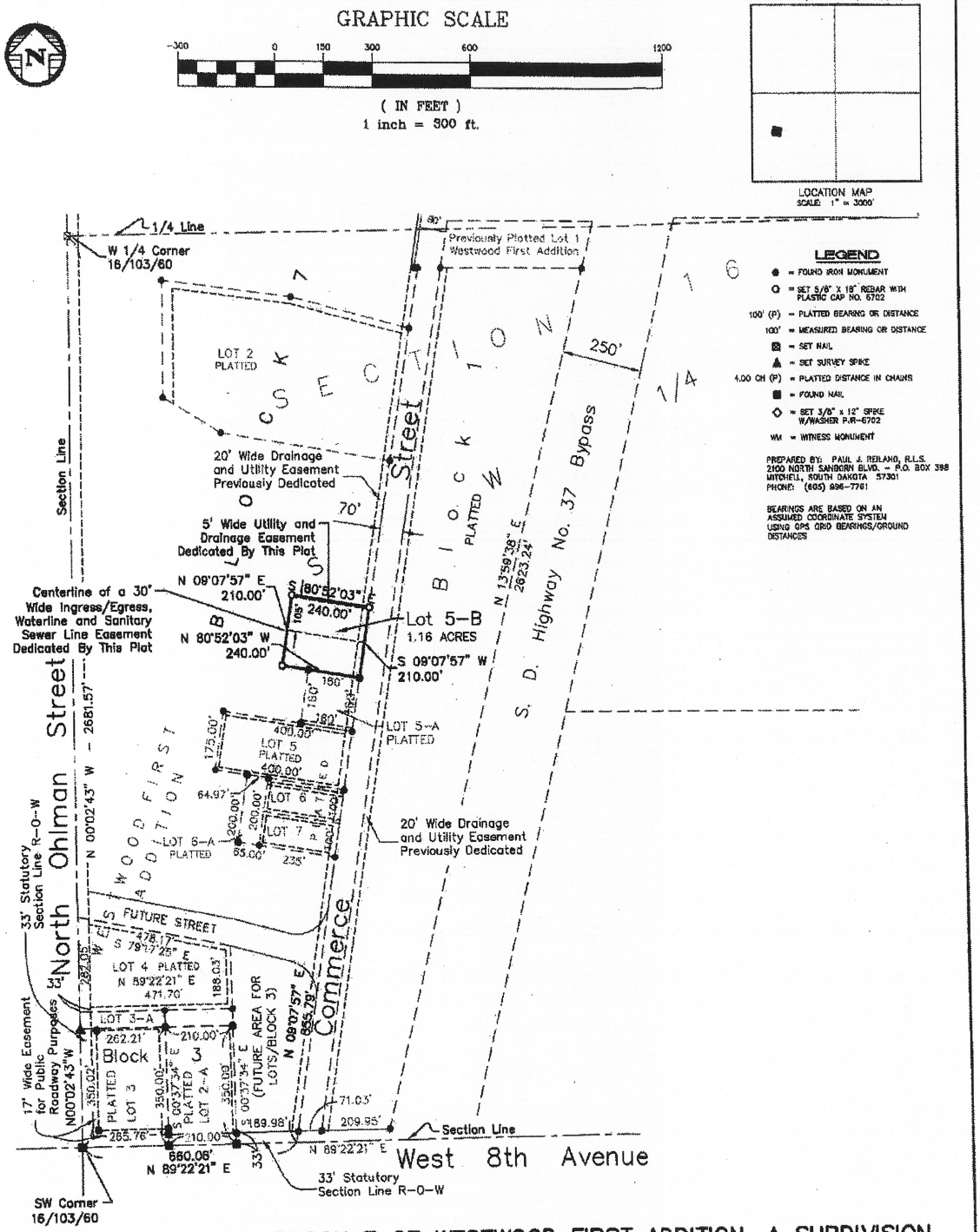
MAYOR

ATTEST:

_____

FINANCE OFFICER


N
B-1
SHEVLIN'S 1ST
SHEVLIN'S 2ND
WESTWOOD 1ST
N OHLMAN ST
COMMERCE ST
SD HWY 37 S
SD HWY 37 N
1
2
7
5-B
5-A
6
12
12A
13
13A
13B
14
14A
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



A PLAT OF LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5th P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

SURVEYOR'S CERTIFICATE

I, Paul J. Reiland, 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, as owner, and under its direction for purposes indicated therein, I did on or prior to October 3, 2016, survey those parcels of land described as follows: LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

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

Dated this _____ day of October, 2016.

REGISTERED PROFESSIONAL LAND SURVEYOR REG. NO. 6702 PAUL J. REILAND SOUTH DAKOTA

Registered Land Surveyor #SD6702

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

A PLAT OF LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5th P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, hereby certify that CJM Consulting, Inc., a South Dakota corporation, is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at the request of CJM Consulting, Inc., a South Dakota corporation, and under its direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and CJM Consulting, Inc., a South Dakota corporation, hereby dedicates to the public, for public use forever as such, the streets and alleys, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said Lot 5-B, Block 7 shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations; further that there now exists Commerce Street.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

_____
Charles J. Mauszycki, Jr., Vice President of CJM Consulting, Inc.,
a South Dakota corporation

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2016, before me, _____, the undersigned officer, personally appeared Charles J. Mauszycki, Jr., of CJM Consulting, Inc., a South Dakota corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

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

_____
Notary Public, South Dakota
My Commission Expires:_____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

I, _____, Chairman of the City Planning Commission for the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2016.

CITY PLANNING COMMISSION — BY:_____

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO.
5702
PAUL J.
REILAND
SOUTH DAKOTA

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

A PLAT OF LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5th P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2016; and

WHEREAS, it appears from an examination of the plat of LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, _____, Finance Officer of the City of Mitchell, South Dakota, hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2016.

FINANCE OFFICER --- BY:_____

CERTIFICATE OF COUNTY TREASURER

I, _____, hereby certify that I am the duly elected, qualified, and acting Treasurer of Davison County, South Dakota, and I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

_____ Treasurer, Davison County

_____ Date

DIRECTOR OF EQUALIZATION

I, _____, Director of Equalization of Davison County, South Dakota, hereby certify that a copy of the plat of LOT 5-B, BLOCK 7 OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

_____ Director of Equalization, Davison County

_____ Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2016, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

_____ Register of Deeds, Davison County

By_____ Deputy

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6702
PAUL J. REILAND
SOUTH DAKOTA

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

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

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: Resolution # 3389 Approval of Plat

Explanation/Background of Agenda Item Requested:

Lots 3 and 4, Block 4A of Westwood First Addition, A Subdivision of Block 4 of Westwood First Addition 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.

Planning Commission recommends approval. See 10/11/2016 minutes.

RESOLUTION NO. 3389

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 11th day of October, 2016; and

Whereas, it appears from an examination of the plat of LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION IN THE NW ¼ OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

Therefore, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION IN THE NW ¼ OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA,prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth 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 17th day of October, 2016.

_____

MAYOR

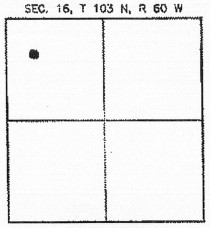
ATTEST:

_____

FINANCE OFFICER

EL RANCHO
LAKEVIEW 1ST
W 23RD AVE
N
PHEASANT ST
N OHLMAN ST
Tract A
WESTWOOD 1ST
APOSTOLIC 1ST
FULLERTON PROPERTIES 1ST
B
C
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

SEC. 16, T 103 N, R 60 W



LOCATION MAP
SCALE: 1" = 3000'

GRAPHIC SCALE

-60 0 30 60 120 240

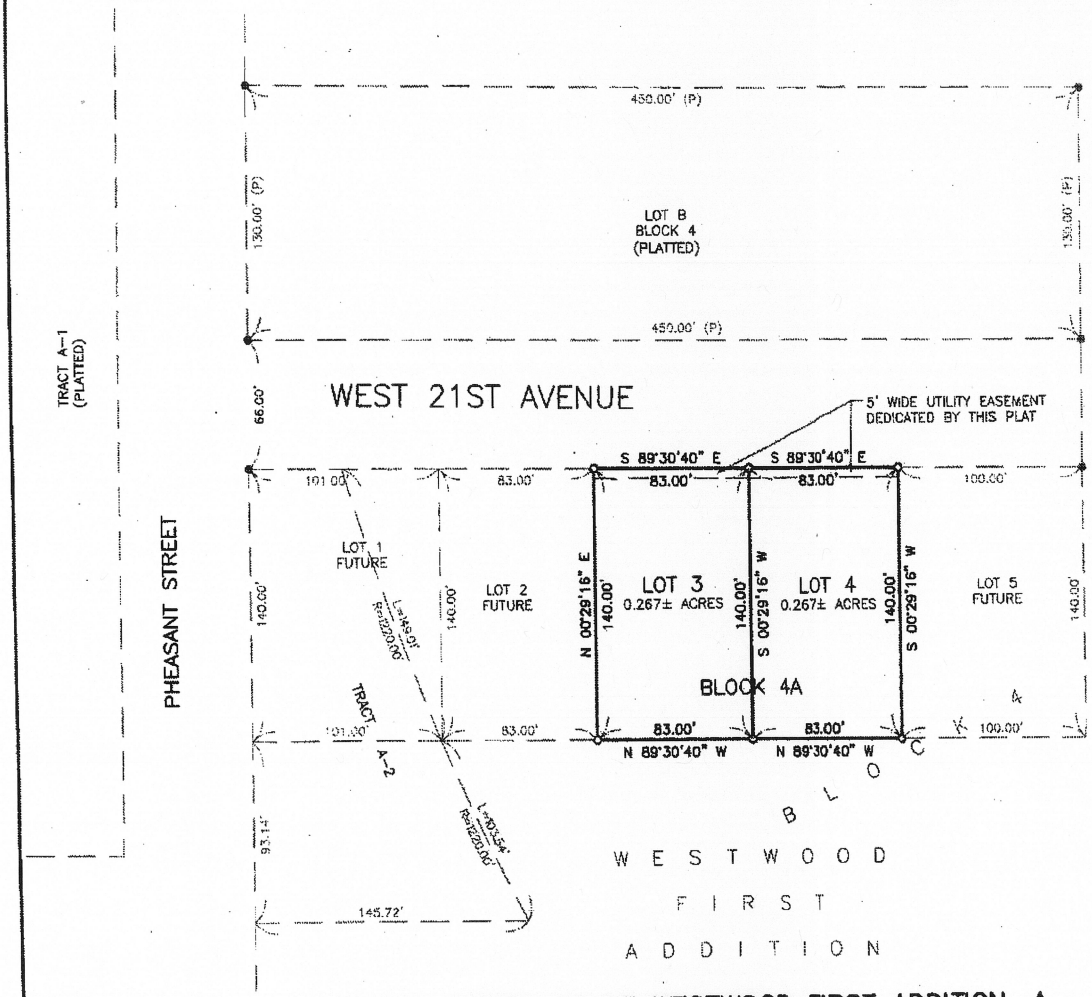
(IN FEET)
1 inch = 60 ft.

LEGEND

- ● = FOUND IRON MONUMENT
- ○ = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- ▣ = SET NAIL
- ▲ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- ■ = FOUND NAIL
- ◇ = SET 3/8" x 12" SPIKE W/WASHER PJR-6702
- WM = WITNESS MONUMENT

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

BEARINGS ARE BASED ON AN ASSUMED COORDINATE SYSTEM USING GPS GRID BEARINGS/GROUND DISTANCES



A PLAT OF LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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 J. Reiland, 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, as owner, and under its direction for purposes indicated therein, I did on or prior to October 3, 2016, survey those parcels of land described as follows: LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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 _____ day of October, 2016.

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6702
PAUL J. REILAND
SOUTH DAKOTA

Registered Land Surveyor #SD6702

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

A PLAT OF LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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.

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, hereby certify that CJM Consulting, Inc., a South Dakota corporation, is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in BLOCK 4 OF WESTWOOD FIRST ADDITION 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; that the plat has been made at the request of CJM Consulting, Inc., a South Dakota corporation, and under its direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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 by this plat; and CJM Consulting, Inc., a South Dakota corporation, hereby dedicates to the public, for public use forever as such, the streets and alleys, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said Lots 3 and 4, Block 4A shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations; further that there now exists West 21st Avenue.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

_____
Charles J. Mauszycki, Jr., Vice President of CJM Consulting, Inc.,
a South Dakota corporation

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2016, before me, _____, the undersigned officer, personally appeared Charles J. Mauszycki, Jr., of CJM Consulting, Inc., a South Dakota corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

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

_____
Notary Public, South Dakota
My Commission Expires:_____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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, prepared by Paul J. Reiland, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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, prepared by Paul J. Reiland, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

I, _____, Chairman of the City Planning Commission for the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2016.

CITY PLANNING COMMISSION — BY:_____

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO.
5702
PAUL J.
REILAND
SOUTH DAKOTA

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

A PLAT OF LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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.

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2016; and

WHEREAS, it appears from an examination of the plat of LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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 prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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, prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, _____, Finance Officer of the City of Mitchell, South Dakota, hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2016.

FINANCE OFFICER — BY:_____

CERTIFICATE OF COUNTY TREASURER

I, _____, hereby certify that I am the duly elected, qualified, and acting Treasurer of Davison County, South Dakota, and I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

_____ Treasurer, Davison County

_____ Date

DIRECTOR OF EQUALIZATION

I, _____, Director of Equalization of Davison County, South Dakota, hereby certify that a copy of the plat of LOTS 3 AND 4, BLOCK 4A OF WESTWOOD FIRST ADDITION, A SUBDIVISION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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, has been received by me and is filed in my office.

_____ Director of Equalization, Davison County

_____ Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2016, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

_____ Register of Deeds, Davison County

By_____ Deputy

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6702
PAUL J. REILAND
SOUTH DAKOTA

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

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016 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: Resolution # 3390 Approval of Plat

Explanation/Background of Agenda Item Requested:

Lots 1 and 2, Block 8 of Westwood First Addition, and Portions of Westwood First Addition, and Portions of W 20th Avenue, Pheasant Street and Quail Street, 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.

Planning Commission recommends approval. See minutes of 10/11/16 meeting

RESOLUTION NO. 3390

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 11th day of October, 2016; and

Whereas, it appears from an examination of the plat of LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF W 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, ALL IN THE NW ¼ OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

Therefore, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF W 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, ALL IN THE NW ¼ OF SECTION 16, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth 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 17th day of October, 2016.

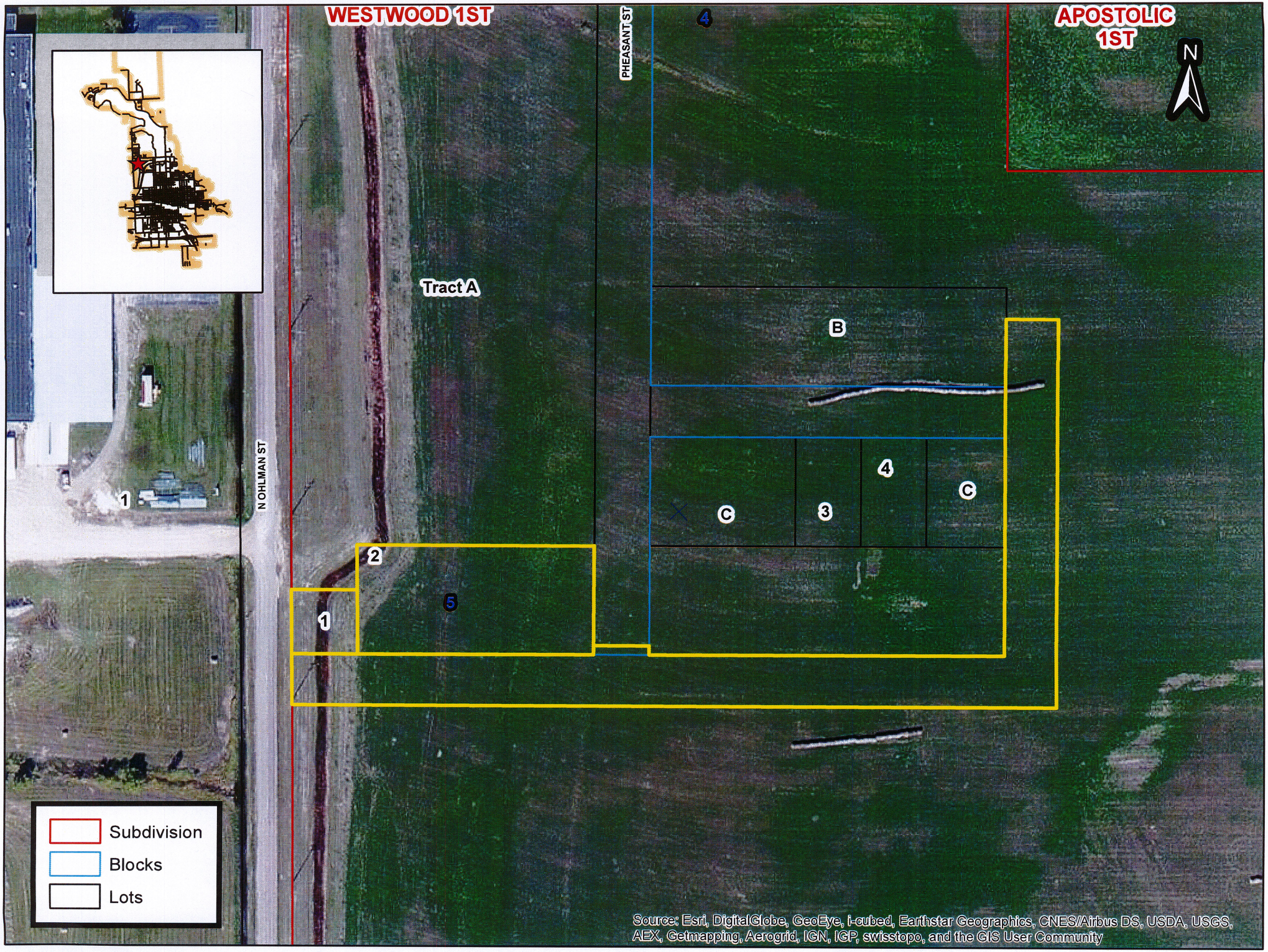
_____

MAYOR

ATTEST:

_____

FINANCE OFFICER


WESTWOOD 1ST
PHEASANT ST
APOSTOLIC 1ST
N
Tract A
N OHLMAN ST
1
2
3
4
5
B
C
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

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

SEC. 16, T 103 N, R 60 W

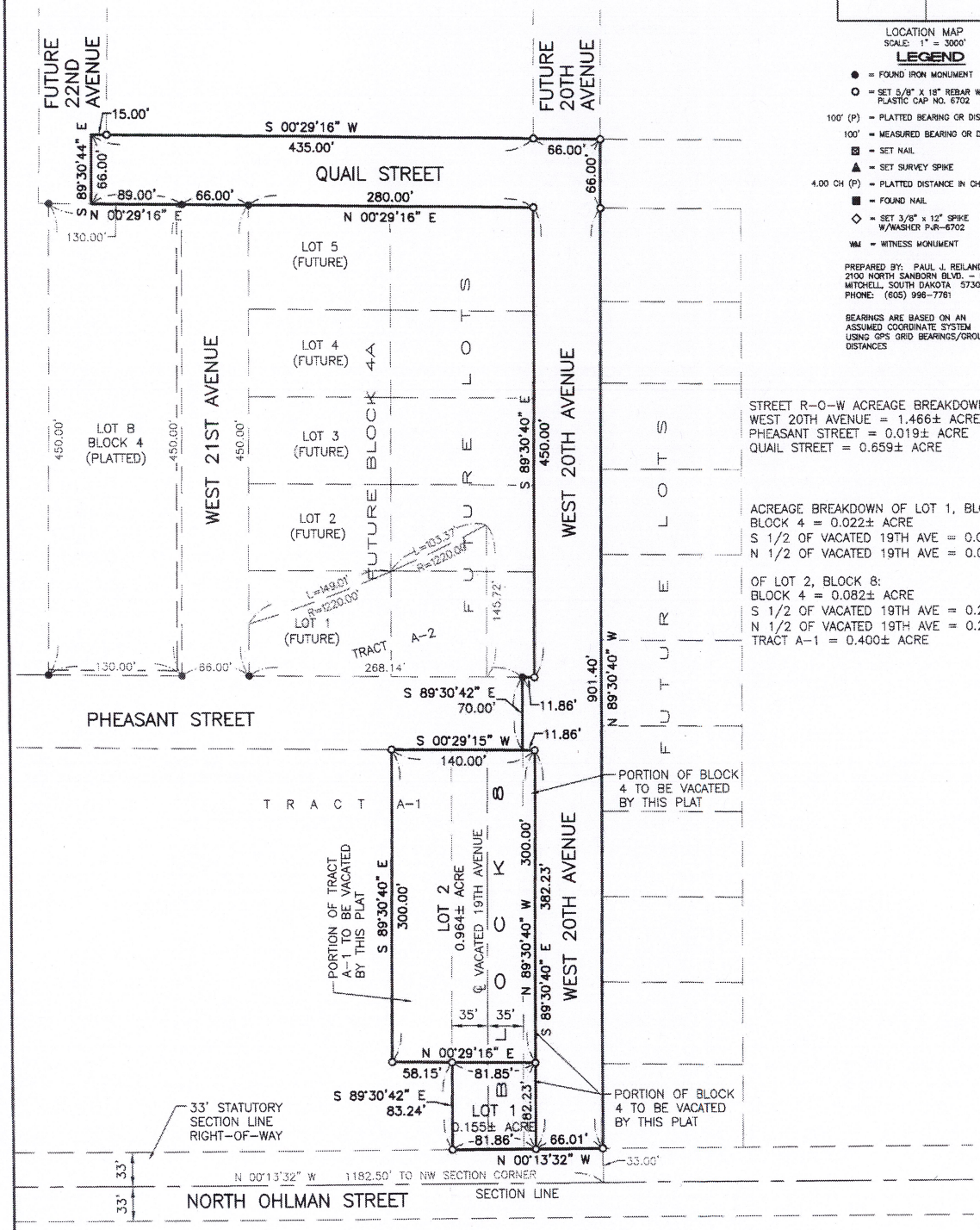
LOCATION MAP
SCALE: 1" = 3000'

LEGEND

- ● = FOUND IRON MONUMENT
- O = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
- 100' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- ⊠ = SET NAIL
- ▲ = SET SURVEY SPIKE
- 4.00 CH (P) = PLATTED DISTANCE IN CHAINS
- ■ = FOUND NAIL
- ◇ = SET 3/8" x 12" SPIKE W/WASHER PJR-6702
- WM = WITNESS MONUMENT

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

BEARINGS ARE BASED ON AN ASSUMED COORDINATE SYSTEM USING GPS GRID BEARINGS/GROUND DISTANCES



STREET R-O-W ACREAGE BREAKDOWN:
WEST 20TH AVENUE = 1.466± ACRES
PHEASANT STREET = 0.019± ACRE
QUAIL STREET = 0.659± ACRE

ACREAGE BREAKDOWN OF LOT 1, BLOCK 8:
BLOCK 4 = 0.022± ACRE
S 1/2 OF VACATED 19TH AVE = 0.066± ACRE
N 1/2 OF VACATED 19TH AVE = 0.067± ACRE

OF LOT 2, BLOCK 8:
BLOCK 4 = 0.082± ACRE
S 1/2 OF VACATED 19TH AVE = 0.241± ACRE
N 1/2 OF VACATED 19TH AVE = 0.241± ACRE
TRACT A-1 = 0.400± ACRE

A PLAT OF LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF WEST 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, 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.

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6702
PAUL J. REILAND
SOUTH DAKOTA

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

A PLAT OF LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF WEST 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, 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 J. Reiland, 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 October 3, 2016, survey those parcels of land described as follows: LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF WEST 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, 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 THAT PORTION OF PREVIOUSLY PLATTED TRACT A-1 OF WESTWOOD FIRST ADDITION 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 RECORDED IN BOOK 29 OF PLATS ON PAGE 17 (LYING WITHIN PROPOSED LOT 1, BLOCK 5). This plat does hereby vacate THAT PORTION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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 RECORDED IN BOOK 21 OF PLATS ON PAGE 9, WHICH IS ABUTTING AND LYING SOUTH OF THE SOUTH 1/2 OF VACATED WEST 19TH AVENUE, ABUTTING AND LYING WEST OF PHEASANT STREET, ABUTTING AND LYING EAST OF NORTH OHLMAN STREET, AND ABUTTING AND LYING NORTH OF PROPOSED WEST 20TH AVENUE, ALL IN WESTWOOD FIRST ADDITION 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 _____ day of October, 2016.

_____
Registered Land Surveyor #SD6702

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, hereby certify that we are the absolute and unqualified owners of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in WESTWOOD FIRST ADDITION 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; that the plat has been made at our request and under our direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF WEST 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, 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, as shown by this plat; and we, hereby dedicate to the public, for public use forever as such, the streets and alleys, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said Lots 1 and 2, Block 8 shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations; further that there now exists North Ohlman Street, Pheasant Street and West 21ST Avenue.

This plat does hereby vacate THAT PORTION OF PREVIOUSLY PLATTED TRACT A-1 OF WESTWOOD FIRST ADDITION 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 RECORDED IN BOOK 29 OF PLATS ON PAGE 17 (LYING WITHIN PROPOSED LOT 1, BLOCK 5). This plat does hereby vacate THAT PORTION OF BLOCK 4 OF WESTWOOD FIRST ADDITION 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 RECORDED IN BOOK 21 OF PLATS ON PAGE 9, WHICH IS ABUTTING AND LYING SOUTH OF THE SOUTH 1/2 OF VACATED WEST 19TH AVENUE, ABUTTING AND LYING WEST OF PHEASANT STREET, ABUTTING AND LYING EAST OF NORTH OHLMAN STREET, AND ABUTTING AND LYING NORTH OF PROPOSED WEST 20TH AVENUE, ALL IN WESTWOOD FIRST ADDITION 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 WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

_____
Charles J. Mauszycki, Jr., Vice President of CJM Consulting, Inc.,
a South Dakota corporation

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2016, before me, _____, the undersigned officer, personally appeared Charles J. Mauszycki, Jr., of CJM Consulting, Inc., a South Dakota corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

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

_____
Notary Public, South Dakota
My Commission Expires:_____

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO.
6702
PAUL J.
REILAND
SOUTH DAKOTA

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

A PLAT OF LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF WEST 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, 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 WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2016.

_____
Jerald L. Toomey, Mayor of the City of Mitchell, South Dakota,
a South Dakota Municipal Corporation

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2016, before me, _____, the undersigned officer, personally appeared Jerald L. Toomey, Mayor of the City of Mitchell, South Dakota, a South Dakota Municipal Corporation, and that he, as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the City of Mitchell by himself as Mayor.

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

_____
Notary Public, South Dakota
My Commission Expires:_____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF WEST 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, 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, prepared by Paul J. Reiland, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

WHEREAS, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF WEST 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, 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, prepared by Paul J. Reiland, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

I, _____, Chairman of the City Planning Commission for the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2016.

CITY PLANNING COMMISSION --- BY:_____

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2016; and

WHEREAS, it appears from an examination of the plat of LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF WEST 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, 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, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF WEST 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, 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, prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, _____, Finance Officer of the City of Mitchell, South Dakota, hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2016.

FINANCE OFFICER --- BY:_____

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO.
6702
PAUL J.
REILAND
SOUTH DAKOTA

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

A PLAT OF LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF WEST 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, 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.

CERTIFICATE OF COUNTY TREASURER

I, _____, hereby certify that I am the duly elected, qualified, and acting Treasurer of Davison County, South Dakota, and I hereby certify that all taxes which would, if not paid, be liens upon any of the land included in the within and foregoing plat, as shown by the records of my office, have been fully paid.

_____ _____
Treasurer, Davison County Date

DIRECTOR OF EQUALIZATION

I, _____, Director of Equalization of Davison County, South Dakota, hereby certify that a copy of the plat of LOTS 1 AND 2, BLOCK 8 OF WESTWOOD FIRST ADDITION, AND PORTIONS OF WEST 20TH AVENUE, PHEASANT STREET AND QUAIL STREET, 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, has been received by me and is filed in my office.

_____ _____
Director of Equalization, Davison County Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2016, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

_____ By_____
Register of Deeds, Davison County Deputy

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6702
PAUL J. REILAND
SOUTH DAKOTA

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

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

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: Resolution # 3391 Approval of Plat

Explanation/Background of Agenda Item Requested:

Lots 5B and 7B of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Planning Commission recommends approval. See minutes of 10/11/2016 meeting.

RESOLUTION NO. 3391

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 11th day of October, 2016; and

Whereas, it appears from an examination of the plat of LOTS 5B AND 7B OF MENARD'S ADDITION IN THE W1/2 OF THE NE ¼ OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA as prepared by James H. Cordell, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

Therefore, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOTS 5B AND 7B OF MENARD'S ADDITION IN THE W1/2 OF THE NE ¼ OF SECTION 34, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA prepared by James H. Cordell, be and the same is hereby approved and the description set forth 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 17th day of October, 2016.

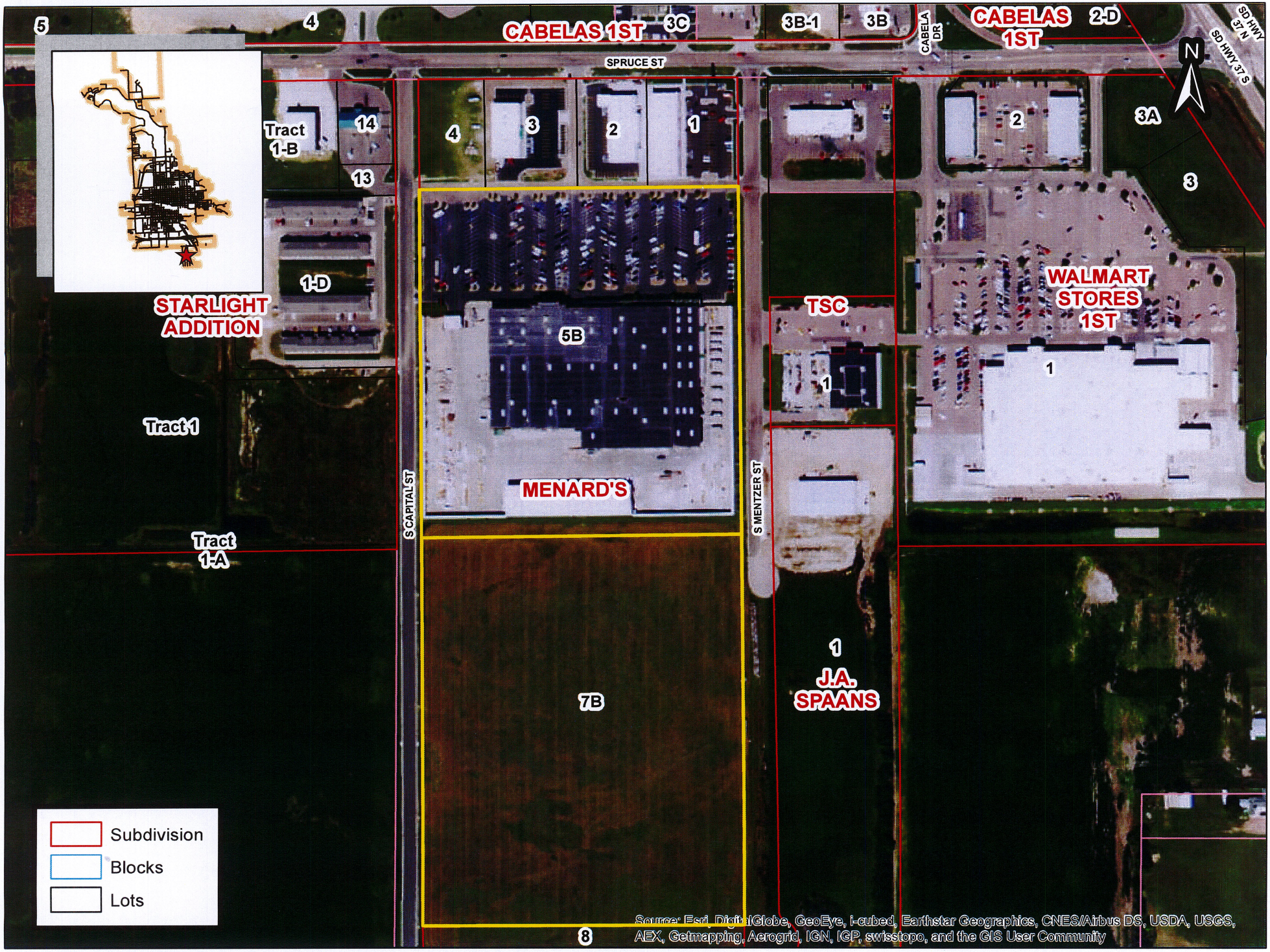
_____

MAYOR

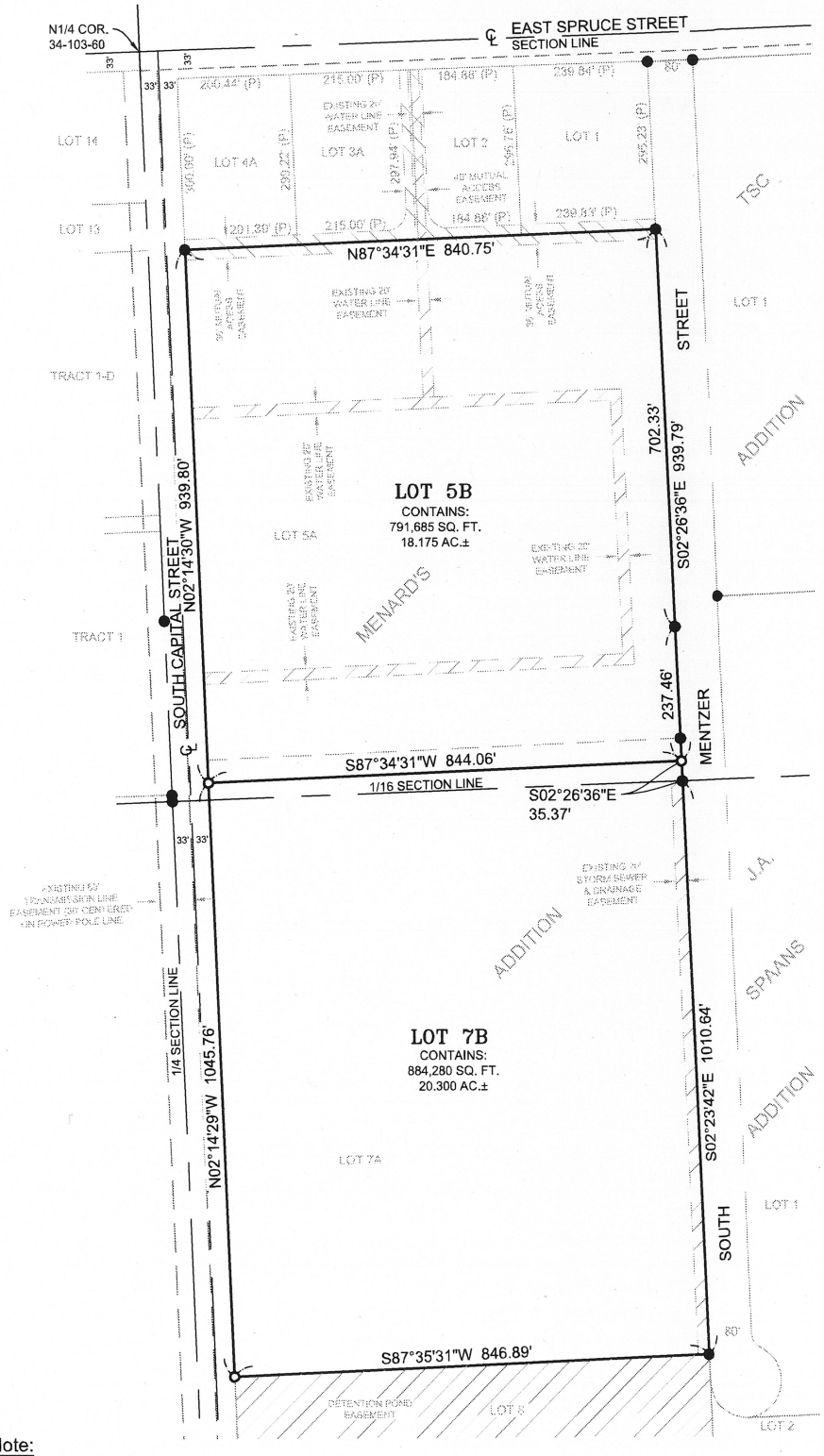
ATTEST:

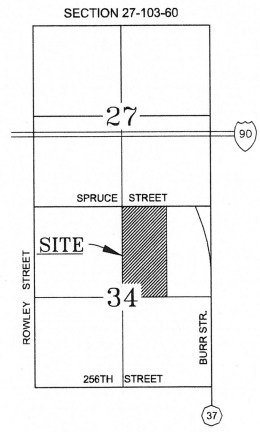
_____

FINANCE OFFICER


CABELAS 1ST
SPRUCE ST
CABELAS 1ST
CABELA DR
SD HWY 37 N
SD HWY 37 S
N
STARLIGHT ADDITION
Tract 1-B
Tract 1-D
Tract 1
Tract 1-A
MENARD'S
S CAPITAL ST
S MENTZER ST
TSC
WALMART STORES 1ST
J.A. SPAANS
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

LOTS 5B AND 7B OF MENARD'S ADDITION IN THE W1/2 OF THE NE1/4 OF SECTION 34, T103N, R60W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.





VICINITY MAP
SECTION 34-103-60

Total Area Surveyed:
38.475 Acres±

Note:
The bearing system for this plat is based on the UTM Zone 14 North.

Legend

- ○ - Denotes 5/8 inch by 18 inch rebar set and marked by License No. 6250
- ● - Denotes found monument
- □ - Denotes 5/8 inch by 18 inch rebar Witness Corner set and marked by License No. 6250
- (P) - Platted Distance
- (M) - Measured Distance

BY: BJB, 21020 Plat.dwg, PLAT, REV DATE: , PRINT DATE: Sep 26, 2016

Sayre Associates
216 S. Duluth Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211 • Fax: (605) 332-7222
Engineers • Surveyors

LOTS 5B AND 7B OF MENARD'S ADDITION IN THE W1/2 OF THE NE1/4 OF SECTION 34, T103N, R60W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

SURVEYOR'S CERTIFICATE

I, James H. Cordell, a Registered Land Surveyor in Sioux Falls, South Dakota, do hereby certify that I did on or prior to September 8, 2016, survey and replat Lots 5A and 7A of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T103N, R60W of the 5th P.M., in the City of Mitchell, Davison County, South Dakota, into lots as shown. The same shall hereafter be known and described as **Lots 5B and 7B of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T103N, R60W of the 5th P.M., City of Mitchell, Davison County, South Dakota**.

I further certify that to the best of my knowledge, the within and foregoing plat correctly represents the same.

REGISTERED PROFESSIONAL LAND SURVEYOR
REG. NO. 6250
JAMES H. CORDELL
SOUTH DAKOTA

Dated this _____ day of _____, 20_____.

_____
S.D. Professional Land Surveyor No. 6250

OWNER'S CERTIFICATE AND DEDICATION

We, Menard, Inc., a Wisconsin Corporation, do hereby certify that we are the absolute and unqualified owners of all land included in the above plat and that said plat has been made at our request and in accordance with our instruction for the purposes indicated therein, and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion and sediment control regulations.

We hereby dedicate to the public for public use forever, the streets, roads, alleys and 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 driveways, 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.

We, Menard, Inc., a Wisconsin Corporation, do hereby certify that this replat will not place any existing lot or building in violation of any applicable ordinance, code, regulation, law including but not limited to zoning, building, subdivision, and flood prevention.

We further certify that this platting of said described Lots 5B and 7B of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T103N, R60W of the 5th P.M., City of Mitchell, Davison County, South Dakota, does hereby vacate the following platting: Lots 5A and 7A of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T103N, R60W of the 5th P.M., in the City of Mitchell, Davison County, South Dakota, on file at the Register of Deeds office in Book 19, page 13. Said plat, hereby vacated, is situated within described Lots 5B and 7B of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T103N, R60W of the 5th P.M., City of Mitchell, Davison County, South Dakota, as surveyed.

Dated this _____ day of _____, 20_____.

Owner: Menard, Inc., a Wisconsin Corporation

By: _____

Title: _____

State of _____)
§
County of _____)

On this _____ day of _____, 20_____, before me, the undersigned officer, appeared _____, known to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for the purposes therein contained.

In witness thereof, I have hereunto set my hand and official seal.

My commission expires: _____

_____

Notary Public, _____ County, State of _____

RESOLUTION OF CITY PLANNING COMMISSION

Whereas, the plat of Lots 5B and 7B of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T103N, R60W of the 5th P.M., City of Mitchell, Davison County, South Dakota, prepared by James H. Cordell, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

Whereas, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

Now therefore, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of Lots 5B and 7B of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T103N, R60W of the 5th P.M., City of Mitchell, Davison County, South Dakota, prepared by James H. Cordell, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

I, _____, Chairman of the City Planning Commission for the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2016.

_____
Chairman, City Planning Commission

Sayre Associates
216 S. Duluth Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211 • Fax: (605) 332-7222
Engineers • Surveyors

LOTS 5B AND 7B OF MENARD'S ADDITION IN THE W1/2 OF THE NE1/4 OF SECTION 34, T103N, R60W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY PLANNING COMMISSION

Whereas, the plat of Lots 5B and 7B of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T103N, R60W of the 5th P.M., City of Mitchell, Davison County, South Dakota, prepared by James H. Cordell, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

Whereas, the City Planning Commission, in regular meeting assembled, had duly considered said plat and finds as a fact that said plat is in conformity and does not conflict with the Master Plan for the City of Mitchell, South Dakota, heretofore adopted by this Commission;

Now therefore, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of Lots 5B and 7B of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T103N, R60W of the 5th P.M., City of Mitchell, Davison County, South Dakota, prepared by James H. Cordell, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

I, _____, Chairman of the City Planning Commission for the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2016.

_____
Chairman, City Planning Commission

RESOLUTION OF CITY COUNCIL

Whereas, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and di recommend the approval and adoption of the hereinafter described plat, at its meeting held on the ____ day of _____, 2016; and

Whereas, it appears from an examination of the plat of Lots 5B and 7B of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T103N, R60W of the 5th P.M., City of Mitchell, Davison County, South Dakota, as prepared by James H. Cordell, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

Therefore, be it resolved by the City Council of Mitchell, South Dakota, that the plat of Lots 5B and 7B of Menard's Addition in the W1/2 of the NE1/4 of Section 34, T103N, R60W of the 5th P.M., City of Mitchell, Davison County, South Dakota, prepared by James H. Cordell, be and the same is hereby approved and the description set forth therein on the accompanying Surveyor's Certificate shall prevail.

I, _____, Finance Officer of the City of Mitchell, South Dakota, hereby certify that the foregoing resolution was passed by the City Council of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2016.

_____
Finance Officer, Mitchell, South Dakota

COUNTY TREASURER'S CERTIFICATE

I, Treasurer of Davison County, South Dakota, hereby certify that all taxes which are liens upon any land shown in the above plat as shown by the records of my office, have been paid in full.

_____
Treasurer, Davison County, South Dakota

DIRECTOR OF EQUALIZATION

I, Director of Equalization of Davison County, South Dakota, do hereby certify that a copy of the above plat has been filed at my office.

_____
Director of Equalization, Davison County, South Dakota

REGISTER OF DEEDS

Filed for record this _____ day of _____, 20_____, at _____ o'clock, _____.M., and recorded in Book _____ of Plats on page _____.

_____
Register of Deeds, Davison County, South Dakota

Sayre Associates
216 S. Duluth Avenue • Sioux Falls, SD 57104
Phone: (605) 332-7211 • Fax: (605) 332-7222
Engineers • Surveyors

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

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: Second Reading & Adoption of Ordinance No. 2553 Rezoning and Code Amendm

Explanation/Background of Agenda Item Requested:

An Ordinance changing the District Classification of Lots 1 thru 9, Block 5, MLC Addition, in NE 1/4 of SW 1/4 of Section 28, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, SD from R2 Single Family Residential District to the Planned Unit Development (PUD) known as Mueller Lumber Morningview Subdivision and amending Ordinance 2430 that previously established the Planned Unit Development District known as Mueller Lumber Morningview Subdivision.

Mueller Lumber would like to rezone the lots described above into the PUD and amend the PUD by including various standards in Section 2 of Ordinance # 2553.

City Planning Commission conducted a hearing and recommend adoption of this ordinance. See 9/26/2016 minutes

ORDINANCE NO. 2553

AN ORDINANCE CHANGING THE DISTRICT CLASSIFICATION OF LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 5, MLC ADDITION, IN THE NE ¼ OF THE SW ¼ OF SECTION 28, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA FROM SINGLE FAMILY RESIDENTIAL DISTRICT (R2) TO THE PLANNED UNIT DEVELOPMENT DISTRICT (PD) KNOWN AS MUELLER LUMBER MORNINGVIEW SUBDIVISION AND AMENDING ORDINANCE NO. 2430 THAT PREVIOUSLY ESTABLISHED THE PLANNED UNIT DEVELOPMENT DISTRICT KNOWN AS MUELLER LUMBER MORNINGVIEW SUBDIVISION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1. The following real property legally described as Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 5, MLC Addition, in the NE ¼ of the SW ¼ of Section 28, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota to be changed from Single Family Residential District (R2) to the Planned Unit Development District (PD) known as the Mueller Lumber Morningview Subdivision and to be identified as Subarea C in the exhibit hereto attached to this ordinance.

Section 2. Notwithstanding Ordinance No. 2430, the following is an amendment to the Planned Unit Development District (PD) known as the Mueller Lumber Morningview Subdivision

10-9F-4 Supplemental Regulations:

A. No structure shall be permitted to be constructed with a post from method of square or round poles in the ground (commonly known as 'pole barns').
B. No structure shall be permitted to be finished on the exterior roof or walls with light gauge metal panels, vertical or horizontal, galvanized or colored metal.
C. All accessory buildings shall have the same exterior finish as the principal residence. If the principal residence is masonry brick, stone or stucco, the accessory building may use wood or vinyl siding on the walls in lieu of masonry brick, stone or stucco.

Section 3. The district classifications of the real property legally described in this ordinance is hereafter to be changed and the official map is to reflect the new district classification.

Section 4. The City Finance Officer shall publish notice of this ordinance and the same shall become effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this _____day of _____, 2016.

_____
Mayor

Attest:

_____
Finance Officer

First Reading October 3, 2016
Second Reading October 17, 2016
Adoption October 17, 2016

NOTICE OF HEARING

TO: City of Mitchell Planning Commission, Mitchell City Council, and the General Public.

Mueller Lumber Co., Mitchell, SD is requesting the City Planning Commission and the City Council to consider the following ordinance.

ORDINANCE NO.

AN ORDINANCE CHANGING THE DISTRICT CLASSIFICATION OF LOTS 1, 2, 3, 4, 5, 6, 7, 8 AND 9, BLOCK 5, MLC ADDITION, IN THE NE ¼ OF THE SW ¼ OF SECTION 28, T 103 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA FROM SINGLE FAMILY RESIDENTIAL DISTRICT (R2) TO THE PLANNED UNIT DEVELOPMENT DISTRICT (PD) KNOWN AS MUELLER LUMBER MORNINGVIEW SUBDIVISION AND AMENDING ORDINANCE NO. 2430 THAT PREVIOUSLY ESTABLISHED THE PLANNED UNIT DEVELOPMENT DISTRICT KNOWN AS MUELLER LUMBER MORNINGVIEW SUBDIVISION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1. The following real property legally described as Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 5, MLC Addition, in the NE ¼ of the SW ¼ of Section 28, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota to be changed from Single Family Residential District (R2) to the Planned Unit Development District (PD) known as the Mueller Lumber Morningview Subdivision and to be identified as Subarea C in the exhibit hereto attached to this ordinance.

Section 2. Notwithstanding Ordinance No. 2430, the following is an amendment to the Planned Unit Development District (PD) known as the Mueller Lumber Morningview Subdivision

10-9F-4 Supplemental Regulations:

A. No structure shall be permitted to be constructed with a post from method of square or round poles in the ground (commonly known as 'pole barns').
B. No structure shall be permitted to be finished on the exterior roof or walls with light gauge metal panels, vertical or horizontal, galvanized or colored metal.
C. All accessory buildings shall have the same exterior finish as the principal residence. If the principal residence is masonry brick, stone or stucco, the accessory building may use wood or vinyl siding on the walls in lieu of masonry brick, stone or stucco.

Section 3. The district classifications of the real property legally described in this ordinance is hereafter to be changed and the official map is to reflect the new district classification.

Section 4. The City Finance Officer shall publish notice of this ordinance and the same shall become effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Adopted by majority vote of the Mitchell SD City Council in regular session this _____day of _____, 2016.

_____
Jerry Toomey, Mayor

Attest:

_____
Michelle Bathke, Finance Officer

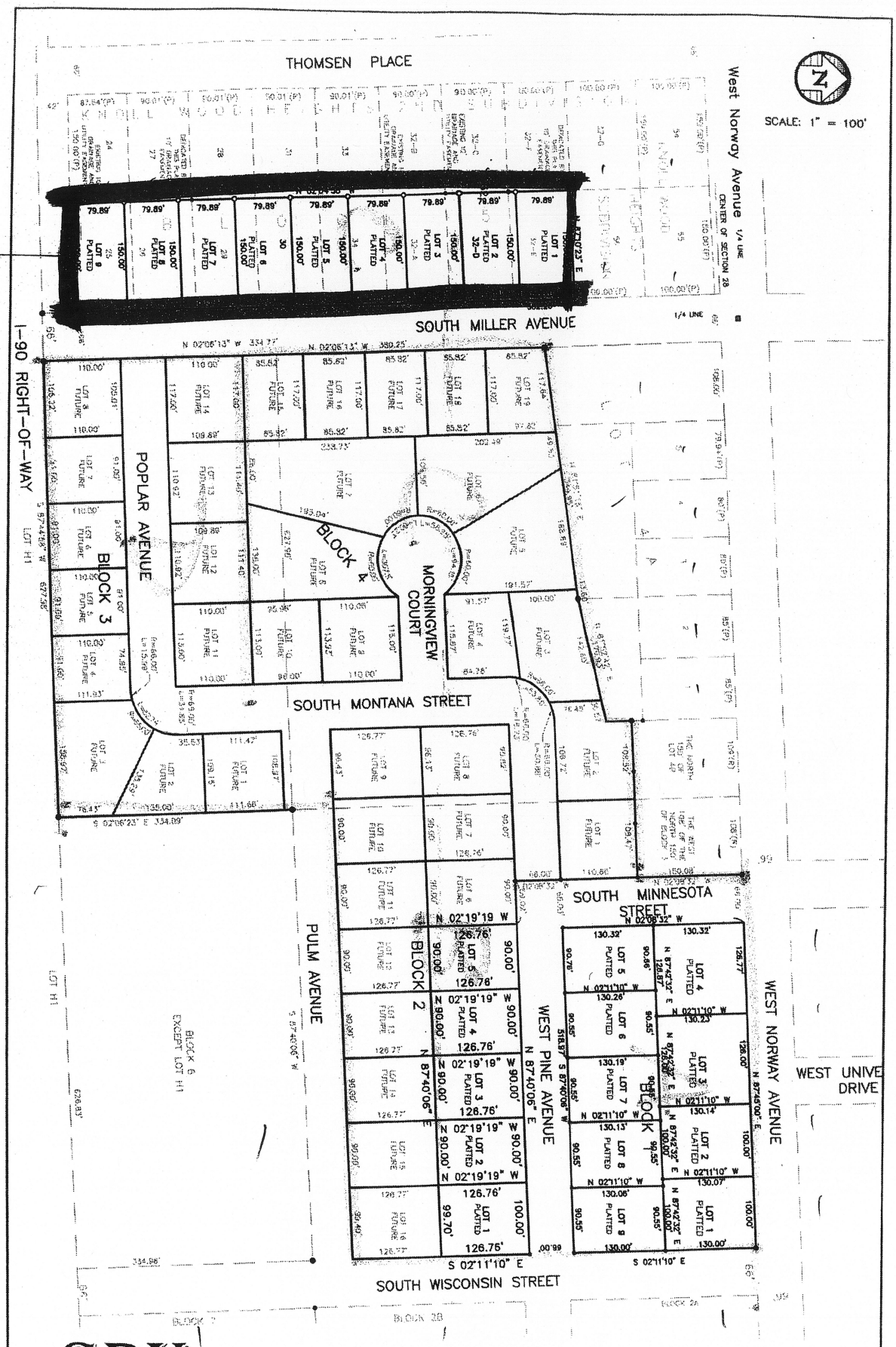
First Reading
Second Reading
Adoption
Published

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on September 26, 2016 at 12:00 pm and the City Council will hold first reading on October 3, 2016 at 6:30 pm and second reading and adoption of the ordinance on October 17, 2016 at 6:30 pm. All meetings will be held in the Council Chambers, City Hall, 612 N. Main St, Mitchell, SD. All interested parties may attend the public hearings and provide comments.

Dated this the 12th day of September, 2016.

Michelle Bathke
Finance Officer

Publish three times: September 15, 22, and 29, 2016.
Approximate Costs:



SPN & Associates
Engineers, Planners and Surveyors
[redacted] Mitchell, South Dakota 57301

MUELLER LUMBER
MORNINGVIEW SUBDIVISION
DATE: 03/29/2015

CONNECTEXPLORER™

map: Auto | 04/27/2013 (2013) | image 1 of 4

ORDINANCE NO. 2430

AN ORDINANCE AMENDING THE CITY OF MITCHELL ZONING CODE (TITLE TEN), CHAPTER NINE, ARTICLE F, CHANGING THE DISTRICT CLASSIFICATIONS OF THE REAL PROPERTY BLOCK THREE (3), EXCEPT THE WEST 108 FEET OF THE NORTH 150 FEET THEREOF; LOT 4B, EXCEPT THE NORTH 150 FEET THEREOF BLOCK FOUR, MORNINGVIEW ADDITION, CITY OF MITCHELL, DAVISON, SOUTH DAKOTA FROM SINGLE FAMILY RESIDENTIAL (R2) DISTRICT TO A PLANNED UNIT DEVELOPMENT (PD) KNOWN AS MUELLER LUMBER MORNINGVIEW SUBDIVISON AND BLOCK FIVE, EXCEPT LOT H1 THEREOF, MORNINGVIEW ADDITION, CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA FROM TRANSPORTATION, WAREHOUSING, AND COMMERICAL (TWC) DISTRICT TO A PLANNED UNIT DEVELOPMENT (PD) KNOWN AS MUELLER LUMBER MORNINGVIEW SUBDIVISON, CITY OF MTICHELL, DAVISON COUNTY, SOUTH DAKOTA.

BE IT ORDAINED BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1. That the following real property's district classification legally described by Block 3, Except the West 150 feet of the North 150 feet thereof; Lot 4B Except the North 150 feet thereof, Block Four, Morningview Addition, City of Mitchell, Davison County, South Dakota be changed from Single Family Residential (R2) District to a Planned Unit Development (PD) known as Mueller Lumber Morningview Subdivison.

Section 2. That the following real property's district classification legally described by Block 5, except Lot H1 thereof, Morningview Addition, City of Mitchell, Davison County, South Dakota be changed from Transportation, Warehousing, and Commercial (TWC) District to a Planned Unit Development (PD) known as Mueller Lumber Morningview Subdivison.

A. Purpose: This Planned Development District is intended residential opportunities and provide for a variety of densities which provide the efficient and diverse utilization of land.
B. Scope: The regulations in this ordinance or set forth elsewhere in the City of Mitchell Zoning Code when referred to in this ordinance are the district regulations that shall be governed by the Mueller Lumber Morningview Subdivision.

Sub Area A. As reference in the Exhibit hereto attached to this ordinance:

A. Permitted Uses:
    1. Single Family Dwellings
    2. Two Family Dwellings
    3. Open Spaces
    4. Parks and Playgrounds
B. Conditional Uses:
    1. Residential Care
    2. Family Residential Care
    3. Family Residential Day Care
C. Accessory Uses:

1. Accessory Buildings for Permitted and Conditional Uses
2. Home Occupations, unless the criteria set forth in 10-5G-2 is not met. Note 10-5G-3A.

D. Parking Regulations:

1. Parking within the Planned Development shall comply with the City of Mitchell Zoning Code.

E. Sign Regulations:

1. The placement and installation of signs shall comply with Title 9, City of Mitchell Municipal Code.

F. Maximum Building Height:

1. No principal building shall exceed two and one half stories or 35 feet in height.
2. No accessory building shall exceed 20 feet in height

G. Maximum Coverage:

1. No more than Forty-five percent (45%) of the zoning lot area shall be covered with structures.
2. No accessory building shall exceed 1,250 square feet in area.

H. Minimum Lot Area and Width:

1. The minimum zoning lot area shall be no less than 10,000 square feet and a minimum zoning lot width of 85 feet.

I. Minimum Yard Requirements:

1. Front Yard 25 feet, Back Yard 25 feet, Side Yard 8 feet, Side Yard on a Corner 15 feet

Sub Area B As reference in the Exhibit hereto attached to this ordinance:

A. Permitted Uses:

1. Single Family Dwellings
2. Two Family Dwellings
3. Open Spaces
4. Parks and Playgrounds

B. Conditional Uses:

1. Residential Care
2. Family Residential Care
3. Family Residential Day Care

C. Accessory Uses:

1. Accessory Buildings for Permitted and Conditional Uses
2. Home Occupations, unless the criteria set forth in 10-5G-2 is not met. Note 10-5G-3A.

D. Parking Regulations:

1. Parking within the Planned Development shall comply with the City of Mitchell Zoning Code.

E. Sign Regulations:

1. The placement and installation of signs shall comply with Title 9, City of Mitchell Municipal Code.

F. Maximum Building Height:

1. No principal building shall exceed two and one half stories or 35 feet in height.
2. No accessory building shall exceed 20 feet in height

G. Maximum Coverage:

1. No more than Forty-five percent (45%) of the zoning lot area shall be covered with structures.
2. No accessory building shall exceed 1,250 square feet in area.

H. Minimum Lot Area and Width:

1. The minimum zoning lot area shall be no less than 10,000 square feet and a minimum zoning lot width of 85 feet.

I. Minimum Yard Requirements:

1. Front Yard 25 feet, Back Yard 25 feet, Side Yard 8 feet, Side Yard on a Corner 15 feet

Sub Area C. As reference in the Exhibit hereto attached to this ordinance:

A. Permitted Uses:

1. Single Family Dwellings
2. Two, Three or Four Family Dwellings
3. Open Spaces
4. Parks and Playgrounds

B. Conditional Uses:

1. Residential Care
2. Family Residential Care
3. Family Residential Day Care
4. Five to Twelve Family Dwellings

C. Accessory Uses:

1. Accessory Buildings for Permitted and Conditional Uses
2. Home Occupations, unless the criteria set forth in 10-5G-2 is not met. Note 10-5G-3A.

D. Parking Regulations:

1. Parking within the Planned Development shall comply with the City of Mitchell Zoning Code.

E. Sign Regulations:

1. The placement and installation of signs shall comply with Title Nine, City of Mitchell Municipal Code.

F. Maximum Building Height:

1. No principal building shall exceed two and one half stories or 35 feet in height.
2. No accessory building shall exceed 20 feet in height

G. Maximum Coverage:

1. No more than Sixty (60%) of the zoning lot area shall be covered with structures.
2. No accessory building for single family residential shall exceed 1,250 square feet in area.
3. Accessory buildings for two or more dwellings units shall not exceed more than 400 square feet per dwelling unit.

H. Minimum Lot Area and Width:

1. The minimum zoning lot area shall be no less than 9,000 square feet and a minimum zoning lot width of 80 feet.

I. Minimum Yard Requirements:

1. Front Yard 25 feet, Back Yard 25 feet, Side Yard 8 feet, Side Yard on a Corner 15 feet

Sub Area D. As reference in the Exhibit hereto attached to this ordinance:

A. Permitted Uses:

1. Single Family Dwellings
2. Two, Three or Four Family Dwellings
3. Open Spaces
4. Parks and Playgrounds

B. Conditional Uses:

1. Residential Care
2. Family Residential Care
3. Family Residential Day Care
4. Child Care, Preschool, Nursery
5. Coffee House
6. Convenience Store
7. Personal Service Facility
8. Retail Services & Trade (Footprint of principal structures 5,000 square feet or less)
9. Student Housing (Off Campus)
10. Temporary or Shelter
11. Automotive Detailing
12. Structures constructed for the sole purpose of personal or household storage.
    a. Retail, wholesale or commercial related activities are prohibited
    b. Exterior walls and roofs shall be constructed with materials typically installed on single family residential properties
13. Five to Twelve Family Dwellings

C. Accessory Uses:

1. Accessory Buildings for Permitted and Conditional Uses
2. Home Occupations, unless the criteria set forth in 10-5G-2 is not met. Note 10-5G-3A.

D. Parking Regulations:

1. Parking within the Planned Development shall comply with the City of Mitchell Zoning Code.

E. Sign Regulations:

1. The placement and installation of signs shall comply with Title 9, City of Mitchell Municipal Code.

F. Maximum Building Height:

1. No principal building shall exceed three stories or 45 feet in height.
2. No accessory building shall exceed 20 feet in height

G. Maximum Coverage:

1. No more than sixty (60%) of the zoning lot area shall be covered with structures.
2. No accessory building for a single family residential dwelling shall exceed 1,250 square feet in area.
3. Accessory buildings for two or more family dwelling units shall not exceed more than 400 square feet per dwelling unit.

H. Minimum Lot Area and Width:

1. The minimum zoning lot area shall be no less than 9,000 square feet and a minimum zoning lot width of 80 feet.

I. Minimum Yard Requirements:

1. Front Yard 25 feet, Back Yard 25 feet, Side Yard 8 feet, Side Yard on a Corner 15 feet

Section 3: That district classifications of the real property described in this ordinance are hereafter to be changed on the official zoning map to reflect the new district classification.

Section 4. The City Finance Officer shall publish notice of this ordinance, and the same shall become effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the 1ST Day of April 2013.

_____

MAYOR

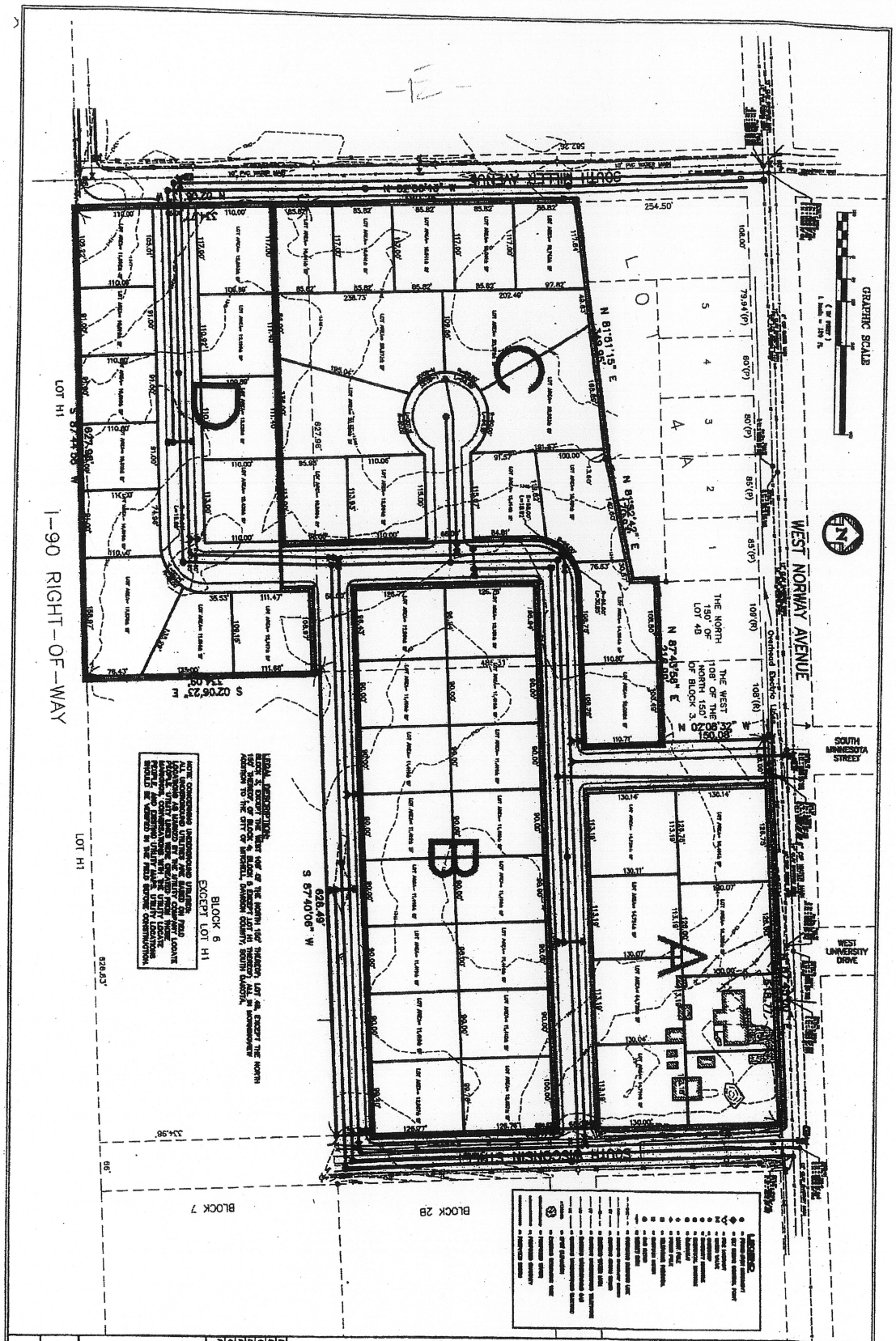
ATTEST:

_____

FINANCE OFFICER

FIRST READING MARCH 18, 2013
SECOND READING APRIL 1, 2013
ADOPTION APRIL 1, 2013

G:\Real\CAD\land projects R2\13603-Muller Lumber Morningview Subdiv\13603-Mueller Lumber Morningview Subdiv.dwg, Option 5 (11x17), 2/25/2013 10:59:59 PM, tharaldson



APPLICATION FOR REZONING

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

The undersigned applicant(s) and owner(s), Mueller Lumber Co. hereby make(s) application for rezoning Lots 1 thru 9, Block 5, MLC Addition, in the NE1/4 of the SW ¼ of Section 28, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, SD.

This Application is for the following described real property:

Rezone the real property from R2 Single Family Residential District to Planned Unit Development District known as Mueller Lumber Morningview Subdivision.

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

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

Dated this 19th of Sept., 2016.

Mueller Lumber Co.
APPLICANT

Robert W. Mueller President
OWNER

WILLIAM KRIETLOW
921 W NORWAY AVE
MITCHELL SD 57301

CHRISTOPHER & STEPHANIE NEMEC
901 W NORWAY AVE
MITCHELL SD 57301

ERIC WALZ
1816 THOMSEN PL
MITCHELL SD 57301

LYLE & DOROTHY DEWALD
1808 THOMSEN PL
MITCHELL SD 57301

CHRISTOPHER & AMY WEIER
1800 THOMSEN PL
MITCHELL SD 57301

JOSEPH & KAY PEKAS
1716 THOMSEN PL
MITCHELL SD 57301
disapproved

NORMAN & BONNIE MAESCHEN
40568 266TH ST
ETHAN SD 57334

KYLE GRAVES
1626 THOMSEN PL
MITCHELL SD 57301

JASON SWINDLER & DELORES ROY
1618 THOMAS PL
MITCHELL SD 57301

DENNIS & DIANE HARTMAN
660 E 54TH AVE
MITCHELL SD 57301

DAVID & ANITA KLINE
821 W NORWAY AVE
MITCHELL SD 57301

JAMES & ELAINE HOMOLKA
715 W NORWAY AVE
MITCHELL SD 57301

GLADYS BALDWIN
1212 S MILLER ST
MITCHELL SD 57301

ROBERT & BEVERLY SWENSON
3408 S FERNWOOD AVE
SIOUX FALLS SD 57110
disapproved

THURINGER LIVING TRUST
40814 256TH ST
MITCHELL SD 57301

KAYLA LORGE
713 W NORWAY AVE
MITCHELL SD 57301

ROGER & MARY SCHEURENBRAND
711 W NORWAY AVE
MITCHELL SD 57301

DARLENE HART
25358 404TH AVE
MITCHELL SD 57301

BLAIR & LYNN GADES
2917 DAILEY DR
MITCHELL SD 57301

JANET MCCAY
1912 S MILLER ST
MITCHELL SD 57301

FEDERAL NATIONAL MORTGAGE ASSOC
14221 DALLAS PARKWAY #1000
DALLAS TX 75254

HEATHER OTT
CHRISTOPHER JONES
3105 EDMONTON DR
CORPUS CHRISTI TX 78414

AKG NORTH AMERICAN OPERATIONS INC
925 QUINCE ST
MITCHELL SD 57301

SHARON YOUNG
1501 W UNIVERSITY AVE
MITCHELL SD 57301

MARLYN & RACHEL HECKEL
1513 MITCHELL BLVD
MITCHELL SD 57301

PATRICK & KAREN KNADLE
1500 S MINNESOTA ST
MITCHELL SD 57301

BEVERLY FREY
616 W NORWAY AVE
MITCHELL SD 57301

DANIEL PIEHL
1521 W UNIVERSITY AVE
MITCHELL SD 57301

WAYNE & MARCY JONES
1511 S MINNESOTA ST
MITCHELL SD 57301

JAMES BAUDER
700 W NORWAY AVE
MITCHELL SD 57301

JUSTIN & AMANDA JOHNSON
712 W NORWAY AVE
MITCHELL SD 57301

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

September 13, 2016

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED, that Mueller Lumber Co is requesting rezoning their property legally described as Lots 1 thru 9, Block 5, MLC Addition, in the NE ¼ of the SW1/4 of Section 28, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from R2 Single Family Residential District to Planned Unit Development District. The applicant is also proposing amendments to the existing their planned unit development project.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the Planning Commission on September 26, 2016 at 12:00 P.M and the City Council will hold first reading on October 3, 2016 and second reading and adoption is scheduled for October 17, 2016 at 6:30 P.M., at the Council Chambers, Mitchell City Hall. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

I/We Joseph A. Pekas Kay E. Pekas
OWNER

1716 Thomsen Place, Mitchell, SD 57301
ADDRESS

_____ APPROVE

X DISAPPROVE

No response will indicate approval.

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

September 13, 2016

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I/We Bob Swenson
OWNER

1428 Parks Drive Mitchell
ADDRESS

_____ APPROVE

X DISAPPROVE

No response will indicate approval.

COMMENTS:

City of Mitchell | Public Works
612 North Main Street | Mitchell, SD 57301
Phone: 605-995-8433 | Fax: 605-995-8410
CityOfMitchell.org

Mitchell
SOUTH DAKOTA
Outside expectations

rec'd 9-30-16

September 13, 2016

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I/We James & Elaine Homolka
OWNER

715 W Norway
ADDRESS

_____ APPROVE

X DISAPPROVE

No response will indicate approval.

COMMENTS:
We were supposed to have an alley built to the south of our property. After living at our location for 25 years. We still have no access to our back yard. Why should we approve a new development when we have not been properly taken care of by the City. We were told that an alley was proposed several years ago.

Outside expectations

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/03/2016 Requested By: Justin Johnson

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: Ordinance Amending MCC 6-1-4(A) on Unreasonable Animal Noise

Explanation/Background of Agenda Item Requested:

The current code provision on unreasonable animal noise is both too vague and too specific to be used to any real extent by our officers. The language itself simply says "The owner of an animal shall not suffer or allow the animal to disturb the peace and quiet of the city". Similarly worded provisions have been found to be unconstitutionally vague and unenforceable.

However, our current provision also includes reference to our noise control chapter. The noise control chapter sets numerous, specific decibel levels for different areas, uses, and times. Practically, this means an officer would need to collect decibel level readings of the complained animal noise in order to enforce the provision.

Based on the above, we have part of the provision that is too vague to stand on its own and a portion of the provision that makes enforcement effectively impossible. The proposed modification strikes a middle ground that should actually be workable for our officers.

The language in the proposed ordinance removes reference to the decibel requirements but also makes the language a bit more specific as to what is or is not a violation. Although there could still be a question about whether the noise is "unreasonable", some indefiniteness can still survive a constitutional challenge. All in all, the proposed language is likely constitutional whereas the old language could very possibly be unconstitutional.

ORDINANCE NO. _____

AN ORDINANCE AMENDING subsection (A) of Section 6-1-4 of the Mitchell City Code regarding unreasonable animal noise.

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

Section 1.

That subsection (A) of Section 6-1-4 of the Mitchell City Code be amended to read as follows:

6-1-4(A):

A. Animal Noises: No owner or person in custody of any animal shall allow such animal to make frequent, repetitive, or continuous noise which unreasonably disturbs or interferes with peace, comfort, and repose of a property owner or possessor, except that such noise shall be exempt when originating from lawfully operated animal shelters, kennels, pet shops, and veterinary clinics.

Section 2.

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

Section 3.

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

Adopted by majority vote of the Mitchell SD City Council in regular session this ____ day of _____, 20____.

_____

Jerry Toomey – Mayor

Attest:

(seal)

_____

Michelle Bathke – City Finance Officer

First Reading: _____

Second Reading: _____

Adoption: _____

Published: _____

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

Requested By: Stephanie Ellwein

Desired Action of City Council

- ☐ Authorization
- ☑ Approval
- ☐ Resolution
- ☐ Ordinance
- ☐ Citizen Request
- ☐ Discussion

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

Agenda Item: Action to approve 2017-2019 CBA between AFSCME and City of Mitchell

Explanation/Background of Agenda Item Requested:

Presented for approval is the collective bargaining agreement between AFSCME Local 2922 and the City of Mitchell. The agreement will be in effect from January 1, 2017- December 31, 2019. The agreement represents the items tentatively agreed to throughout the course of negotiations and is within the 2017 Budget that was adopted by the Council.

AGREEMENT

Between

CITY OF MITCHELL

And

MITCHELL CITY EMPLOYEES

AFSCME LOCAL 2922

JANUARY 1, 2017 TO DECEMBER 31, 2019

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AGREEMENT

This agreement entered into this ____ day of _____, 2016 but effective January 1, 2017, by and between the City of Mitchell, a political subdivision of the State of South Dakota, hereinafter referred to as the "City", and Local 2922, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section 1.0 The City recognizes the Union as the sole and exclusive bargaining agent for all the full time and regular part-time employees of the City of Mitchell, excluding elected officials, police officers, managers, confidential employees, exempt employees, seasonal and casual employees and supervisors.

Section 1.1 All regular part-time employees of the City shall earn benefits based upon a prorated basis equal to their standard equivalent workday. For the purpose of this agreement, regular part-time employees shall be defined as an employee whose normal schedule of work is more than 1560 hours in a calendar year.

For the purpose of this agreement the seasonal employee shall be defined as an employee whose employment is fixed at the time of employment not to exceed four (4) consecutive months, but may be extended at four (4) consecutive month segments provided the total period of employment does not exceed one (1) year and is for the purpose of meeting staffing shortages, seasonal needs, staffing short term projects and relieving for employee absences, or is irregular and casual.

Section 1.2 The City will not make any agreement with any individual, group or organization for the purpose of undermining the Union or which is in conflict with this agreement.

ARTICLE II MANAGEMENT RIGHTS/EMPLOYEE RIGHTS

Section 2.0 It is understood and agreed by the parties that the Employer possesses the sole right to operate the agency so as to carry out its statutory mandates and all management rights repose in the Employer unless specifically modified by this agreement; likewise, all rights guaranteed to the employee and union by law are retained unless specifically modified by this agreement.

Section 2.1 The exercise of management rights shall not be used for the purpose of undermining the Union or discriminating against any employee.

ARTICLE III HOLIDAYS

Section 3.0 The following holidays shall be recognized and observed as paid holidays:

New Year's Day; President's Day; Good Friday 1/2 Day (PM); Memorial Day; Martin Luther King's birthday; Independence Day; Labor Day; Native Americans Day (second Monday in October); Veterans' Day; Thanksgiving Day; Christmas Eve (December 24 1/2 (PM); and Christmas Day.

Section 3.1 Full time employees shall receive eight (8) hours pay for each of the holidays listed above on which they perform no work. All regular part-time employees shall receive holiday pay based upon a prorated basis equal to their standard equivalent workday. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Section 3.2 Employees shall be eligible for pay for the holiday falling within a pay period for which they have received compensation, provided, however, that they have worked the day before and the day after the holiday unless otherwise excused or unless the time is credited to either accrued vacation leave, compensatory time, sick leave or workers compensation leave.

Section 3.3 Employees who are called into work on a holiday that is not part of their regular schedule shall receive, in addition to their holiday pay, overtime pay at one and one half (1 ½) times their usual rate for all hours worked.

Section 3.4 Any employee scheduled to work on a holiday is paid for time worked and scheduled eight (8) hours of holiday pay with time off on another day within thirty (30) days of the actual holiday.

Section 3.5 An employee on annual leave during a holiday will receive holiday pay and will not be charged for that day as annual leave.

Section 3.6 In the event the President of the United States, the Governor of the State of South Dakota, or the Mayor should declare a holiday in addition to those days set forth in Section 3.0, then such holiday shall be celebrated as a paid holiday in addition to those days set forth in Section 3.0 of this article. Days declared a holiday for state employees only by the Governor shall not apply.

ARTICLE IV VACATIONS

Section 4.0 Employees shall accrue annual paid vacation leave starting immediately upon employment at the rate specified below:

Date of hire – 5 years	80 working hours	Pay Period 1	5 hours
		Pay Period 2-26	3 hours
6 -12 years	120 working hours	Pay Period 1	7.5 hours
		Pay Period 2-26	4.5 hours
13 – 19 years	160 working hours	Pay Period 1	10 hours
		Pay Period 2-26	6 hours

All regular part-time employees of the City shall accrue vacation based upon a prorated basis equal to their standard equivalent workday.

Section 4.1 The rate of vacation pay shall be the employee's regular rate of pay times the number of hours that would have been worked had the employee not been on vacation.

Section 4.2 Vacation leave must be scheduled with the employees' supervisor at the earliest possible time prior to the use of such leave. Vacation requests submitted before March 15th shall be determined by seniority. Vacation requests submitted after that date shall be determined in order of first received for that time period. The supervisor must approve or deny the vacation within five (5) working days. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his choice of vacation period. Vacations may be taken in fifteen (15) minute increments.

Section 4.3 Any accrued and unused vacation shall be paid to the employee or the employee's estate on termination of employment.

Section 4.4 Vacation hours not used during the calendar year in which they are earned may be carried over into successive years. The maximum allowable accrued vacation shall be no more than twenty (20) hours over the maximum accrual.

Section 4.5 Any hours above the maximum accrual will be lost if not used by the last day of the payroll in which the employee's anniversary date occurs.

Section 4.6 When an employee's vacation time falls on a holiday, such time is not to be subtracted from the employee's vacation leave balance.

ARTICLE V SICK LEAVE

Section 5.0 Introductory and regular full-time employees will receive sick leave credits at the following rate:

Pay Period #1	8.5 Hours
Pay Period #2-26	3.5 Hours

Section 5.1 Sick Leave Pay – In the event of illness an employee will receive sick leave hours equivalent to their regularly scheduled shift hours for each regular workday he/she is absent from work to the extent of his/her earned sick leave credits. Employees shall be charged for sick leave only for absence on days when they would otherwise work and receive pay.

Section 5.2 Using Sick Leave – Sick leave shall be guaranteed to employees using the following guidelines:

1. When an employee is incapacitated for the performance of their duties due to illness, injury, pregnancy, and/or confinement. This will also coincide with the Family Medical Leave Act (FMLA) if it is a qualifying event.
2. If an employee's immediate family (parent, spouse, child, step child, step parent) is suffering from an illness or injury, up to forty (40) hours of sick leave may be utilized.
3. For a medical, dental, or optical examination or treatment.
4. When, through exposure to illness, the presence of the employee at his/her post of duty would jeopardize the health of others.
5. For the birth of a child.
6. The Department Supervisor may require a doctor's certification to establish the employee illness.
7. When an employee's sick leave extends beyond three (3) workdays, the City may require a doctor's certification clearing the employee for a return to work.

Section 5.3 An employee absent from work due to illness or disability shall notify his/her immediate Supervisor before scheduled to work, or as soon as possible. If an emergency situation exists, indicate the nature of the situation and the expected length of absence. If an employee is absent three (3) consecutive days without proper notification he/she will be considered to have voluntarily resigned his/her position. Any employee found to have abused his/her sick leave privileges may be subject to disciplinary action.

Section 5.4 Carry-Over of Sick Leave – Sick leave benefits not used during the calendar year in which they were earned may be carried over and used during the succeeding calendar years.

Section 5.5 Separation Sick Leave Payout - Upon separation of employment other than retirement, an employee will be eligible for a payout of 1% per year of service of their accrued sick leave retroactive to their first year of employment, starting at the beginning of year 6 under the condition the employee separated on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment is 25%.

Section 5.6 The City shall treat Maternity Leave the same as any other temporary disability. Three (3) days' sick leave shall be granted, upon request, for paternity leave. Up to five (5) full days may be granted if there are medically verified complications with the mother or child. All sick leave under this section shall be taken within the first thirty (30) days following the birth and/or adoption of the child.

Section 5.7 Workers Compensation. South Dakota Workers' Compensation Law requires that an employee report all work-related injuries or illnesses within three (3) days knowledge of the occurrence. If any injury should occur, notify your supervisor or the Human Resources Department immediately.

This fund is designed to protect employees against medical costs and salary loss as a result of injuries while on the job. The City pays the contribution cost for this coverage. If an employee is injured on the job, all eligible work-related medical costs would be paid as well as the compensation rate for salary loss as set by the State of South Dakota.

Any employee involved in any on-duty accident shall immediately report accident and any physical injury sustained to his/her Supervisor. When required by the City, the employee before starting his/her shift, shall complete an accident report on forms furnished by the City and shall supply all available names and addresses of witnesses of accident. The employee shall receive a copy of the accident report that is submitted to the employer.

Failure to comply with this policy may be grounds for disciplinary action by the City. All employees shall also immediately report all safety hazards to his/her Supervisor. In the event an employee encounters an open and obvious danger at the work site, he/she may refuse to work at such site until such time as proper safety measures and/or tools are available.

A full-time employee injured on the job and in the line of duty, and who is, by direction of a medical doctor temporarily unable to work, and who is entitled to workers compensation payments shall be allowed up to 90 eight hour days (or 42 twenty-four hour days for 24 hour shift employees) of injury leave without charge to the employee's sick leave account. The rate of pay while on injury leave shall be the difference between the employee's regular daily rate of pay (gross) being received at the time of injury and the employee's daily benefit entitlement under the applicable Workers' Compensation Law.

An employee who has used the entire injury leave benefit provided by this section (i.e. 90 eight hour days or 42 twenty-four hour days) may elect to use accumulated sick or annual leave, on a day for day non pro-rated basis, to continue receiving the difference between his daily regular gross pay, and his daily Workers' Compensation benefit as provide above.

Employee benefits shall continue uninterrupted while an employee is on injury leave as defined by this section, including while sick or annual leave is applied. Annual, sick, and holiday leave, earned while on injury leave, shall accrue at the employee's regular rate.

The City may at any time require examination or re-examination of an employee by a medical doctor for the purpose of determination of continued eligibility for injury leave benefits.

ARTICLE VI FUNERAL LEAVE

Section 6.0 A paid funeral leave of up to three (3) days will be granted to any regular full-time employee to attend the funeral of a member of his/her family. A member of his/her family shall be interpreted to mean husband, wife, son, daughter, father, mother, brother, sister, grandmother, grandfather, grandchild, step-son, step-daughter, step-father, step-mother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law of the employee, or domestic partner, or spouse's equivalent.

Section 6.1 Funeral Leave as set forth in Section 6.0 shall be with full pay and benefits and shall not be deducted from any other paid leave.

ARTICLE VII INSURANCE AND PENSION

Section 7.0 The City offers major medical insurance to all eligible employees upon written application. The City reserves the right to make program modifications to the Employee Benefit Plan as may be necessary from time to time to maintain and improve the effectiveness, quality and cost-effectiveness of the plan. This plan is negotiated yearly by the insurance committee and agreed to by the City Council.

Section 7.1 Health and Dental Insurance Benefits for newly hired regular full-time employees are effective the first day of the month following thirty (30) days of employment.

Section 7.2 There shall be a Health Insurance Committee appointed by the Mayor, and shall include one employee chosen by the Union. The committee shall review the health insurance plan annually. The committee shall request

and review bids for the health insurance plan when deemed necessary.
.

Section 7.3 The City will not make any change in the health and dental insurance coverage during the contract year without negotiations with the Union except for changes mandated by state or federal law or the provider.

Section 7.4 In the event of an employee's termination of employment (except for gross misconduct) or reduction of hours, the employee, spouse, and dependent children are entitled by law to purchase continuing health care coverage under the City's group plan for up to 18 months. If the employee or any family member is disabled, the disabled individual and non-disabled family members are entitled to an additional 11 months of continuation coverage. In the event of an employee's death, divorce, legal separation, or retirement the employee's family have the option of purchasing continuing coverage under City's group health plan for up to thirty-six (36) months.

Employees or qualified beneficiaries electing extended coverage (COBRA) are responsible for paying the cost of the extended health care coverage. The purchase price of continuing coverage is the full cost of the premium the City pays for similarly situated active employees, plus administrative costs. During the eleven (11) months of extended coverage for disabled employees or their family members, the cost of the premium rate may increase. By enrolling in the Health Care Continuation Plan (COBRA), employees and his/her family members receive the benefit of purchasing the same extensive coverage provided to active employees at favorable group rates.

This continuing coverage terminates before the expiration of the 18-, 29-, or 36-month period if the employee or qualifying family members becomes covered under another group health plan that provides comparable benefits and does not penalize the newly covered individual(s) for preexisting conditions. The City's continuing coverage also terminates if premiums are not paid on time or if the City discontinues all of its group health plans for all employees.

In order for the City to meet its legal obligations in providing continuing health care coverage, all employees must inform the Human Resources Department within sixty (60) days of a change in status such as divorce or legal separation or when a dependent child reaches 26 years of age. It also is essential that the Human Resources Department have a current address for all employees and family members. This policy statement is a brief description of the Health Care Continuation Plan and does not fully explain employee's rights. Employees should read the notice he/she receives when he/she first enrolls, or upon termination, in the group health plan or the Summary Plan Description for a full explanation. Copies of the notice and Summary Plan Description can be obtained from the Human Resources Department.

All benefits granted in this Section are subject to change due to State or Federal law mandates.

Section 7.5 The City shall provide each employee with a $15,000.00 term life insurance policy at no cost to the employee.

Section 7.6 The City shall provide dental insurance with benefits as negotiated by the insurance committee and agreed to by the City Council. The City shall pay one hundred per cent (100%) of the premium for employee coverage.

Section 7.7 Retirement Benefit. An employee hired prior to January 1, 2016, who retires from the City of Mitchell through SDRS or who is accepted into the SDRS Disability Program may elect to remain in the health insurance plan until he or she reaches the age of 65 or otherwise qualifies to enroll in the Medicare program, the Exchange, or the retiree qualifies for a different health plan through another employer. The retiree must pay 100% of premium cost to remain enrolled in the City health insurance plan. An employee's spouse is eligible for enrollment in the City health insurance plan only if enrolled prior to the employee's retirement. An employee will not be able to add a spouse to the plan except during regular open enrollment times. A discount on the retiree rate will be granted to retirees that meet the following stipulations: (a) the employee must have completed 10 consecutive years of service with the City of Mitchell, and (b) the employee must be retired through SDRS or SDRS Disability, and satisfy the following conditions: Class A employees must be age 60 or older, Class B Public Safety employees must be age 50 or over and meet the Rule of 75, and those on SDRS Disability do not have age requirements. The discounted rates are available only to those employees hired prior to January 1, 2013.

ARTICLE VIII LEAVES OF ABSENCE

Section 8.0 Employees shall be eligible for leave of absence without pay for up to ten (10) days duration with prior approval from their Department Head. The leave may be extended beyond the ten (10) day limit for good reasons. Leaves of absence shall not be denied without good cause. Before being eligible for a leave of absence the employee must have exhausted all vacation benefits.

Section 8.1 Employees while on leave of absence shall accrue seniority and benefits and employees shall be returned to the position they held at the time the leave of absence was granted when they return from the leave of absence.

Section 8.2 Employees who are summoned for jury duty or if legally required to testify as a witness on city matters during assigned work hours shall receive their regular pay. Any juror fees received for serving on the jury will be returned to the City. Mileage and expenses reimbursement shall be retained by the employee.

Section 8.3 Any employee who is a duly qualified member of any Reserve Component of the United States Armed Forces shall be entitled to receive

military training with the armed forces of the United States and shall be entitled to a leave of absence from City work for a period not to exceed fifteen (15) work days, in any one military fiscal year. At the conclusion of such service, the employee shall be entitled to return to city employment without loss of status, pay, or seniority, provided the employee is still able to perform the duties of the city position. The employee shall give the Department Head at least thirty (30) work days' notice of the need for Military Training Leave prior to the time of the leave. The employee must return to the city position immediately upon being relieved from such military service and not later than the time herein limited for such unless prevented from so returning by physical or mental disability or other such cause not due to the employee's own fault, or unless the employee is required by proper authority to continue in such military service beyond the time herein limited for military training leave. An employee may be eligible to receive the difference between their military pay received and their authorized salary, provided that the military pay is less than the authorized City salary. This difference may not be paid to exceed fifteen (15) regular working days in any one (1) calendar year. In order to receive compensation, the employee must file a statement of earnings from the military with the Finance Department payroll clerk. The period of military service will be counted as full service with the City for the purpose of accruing leave.

Section 8.4 Any employee who enlists or is called into Active Duty for the military service or the United States or who, voluntarily enlists for active duty shall be granted military leave for the time necessary to permit completion of the military service.

In order to have re-employment rights, a person leaving active duty in the military service of the United States must apply to the city for re-employment within 90 days after his/her separation from active duty, or within 90 days after his/her release from hospitalization continuing after such separation for not more than one year. This applies to inductees and enlistees, as well as to reservists and National Guard members performing full active duty, as opposed to initial duty for training, or active or inactive duty training, or other active duty where different re-employment rights are defined by Federal Statute.

Section 8.5 Any employee who requests a leave of absence because of official Union business shall receive an unpaid leave of absence not to exceed ten (10) days per year. No more than five (5) employees may use leave of absence at one time.

ARTICLE IX HOURS OF WORK

Section 9.0 The forty (40) hour workweek shall begin at 12:00 AM Sunday and end at 11:59 Saturday.

Section 9.1 During a regular scheduled day of eight (8) continuous hours or

more an employee shall be entitled to a lunch period of not more than one (1) hour and two paid fifteen minute breaks. The lunch period of thirty to sixty (30-60) minutes may be unpaid if uninterrupted. Employees who work less than an eight (8) continuous hour shift are entitled to one fifteen minute paid break every four (4) hours worked. Shift workers and employees working in varied work locations or stations shall take breaks when able during the shift.

Section 9.2 Except for emergency situations, work schedules shall not be changed without one week notice unless the changes are mutually agreed upon by the Union and the City.

Section 9.3 Flex scheduling is defined as "an occasional alteration of the start/stop time in the regularly scheduled work hours". This arrangement may be allowed if the schedule or work permit and it is mutually agreed upon by both employee and supervisor.

Section 9.4 The City payroll is biweekly systems in which you receive pay every two (2) weeks. The normal pay periods consist of two forty (40) hour workweeks, making a total of 80 hours. Payday falls every other Friday following the close of a pay period at 11:59 PM on the preceding Saturday. All payroll is direct deposited on the appropriate day.

ARTICLE X WAGES

Section 10.0 Wage rates are attached as Appendix A.

Section 10.1 All employees shall migrate from the 2016 wage schedule to Appendix A at, but not less than, their actual rate of pay on December 31, 2016. The migration shall be as described on Appendix B.

Section 10.2 Section Appendix B. (Attached)

Section 10.3 Following the implementation of Section 10.2 above, a 1.25% wage increase shall be effective from January 1 through December 31, 2017 for all bargaining unit employees by increasing all wage rates on Appendix A by said amount.

Section 10.4 Effective January 1, 2018, all bargaining unit employees shall receive a 2.25% increase, by increasing all wages on Appendix A by that amount.

Section 10.5 Effective January 1, 2019, all bargaining unit employees shall receive a 3.0% increase, by increasing all wages on Appendix A by that amount.

Section 10.6 In addition to the above wage rates, each bargaining unit employee shall receive longevity pay according to the following schedule: Fifty dollars

($50) per year for each year of service completed to be paid in a separate check in the first pay period in December annually.

Section 10.7 The City shall reimburse employees for the use of their personal vehicle for City business at the applicable State rate. If a City vehicle is not available it shall be at the higher rate. If a City vehicle is available it shall be at the lower rate.

Section 10.8 The City shall pay for required DOT physicals for bus drivers.

Section 10.09 During the term of this collective bargaining agreement and/or any extensions thereof, should any recognized bargaining unit reach a signed agreement that results in higher wage increases or across-the-board benefits than provided to bargaining unit employees represented by AFSCME Local 2922 for each respective year of the Agreement, the City agrees to adjust the wages and across-the-board benefits of AFSCME bargaining unit employees to the equivalent amount.

ARTICLE XI FAMILY AND MEDICAL LEAVE

Section 11.0 The Family and Medical Leave Act of 1993 (FMLA) guarantees the right of eligible employees to take up to a total of twelve (12) weeks of leave per year, either in one continuous absence or on an intermittent basis, for one or more of the following reasons:

(a) Upon the birth of the employee's child;
(b) Upon the placement of a child with the employee for adoption or foster care;
(c) When the employee is needed to care for a child, spouse, or parent who has a serious health condition; or,
(d) When the employee is unable to perform the functions of their position because of a serious health condition.

(e) Employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-weeks entitlement to address certain qualifying exigencies. Eligible employees may take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

Section 11.1 If the employee has accrued paid time available the employee shall utilize the paid time available prior to any unpaid leave during the FMLA 12 week leave.

Section 11.2 During the term of family or medical leave, the employee shall receive any group health, life and dental benefits that were in effect at the time of

the commencement of such leave or new benefits which are provided by the employer during the FMLA leave. Group health, life and dental insurance shall be continued in force for the duration of family or medical leave and the City shall continue to pay that portion of benefits normally paid by the employer.

Section 11.3 During the FMLA leave, the employee shall remain on the seniority list and continue to accrue seniority.

Section 11.4 Upon expiration of an absence under this article, the employee shall be reinstated to the same position held at the time such leave commenced or an equivalent position with the same or an increase in pay, benefits, and other terms and conditions of employment. No employee shall be interfered with, discriminated against, disciplined, or otherwise restrained from exercising their rights under the Family and Medical Leave Act.

ARTICLE XII CALL IN PAY

Section 12.0 Any employee called in to work outside of their regularly scheduled work shift shall be paid for a minimum of two (2) hours work at one and one-half (1 1/2) times their regular rate of pay. In the event that the employee is required to work longer than one hour such employee shall be paid one and one-half (1 1/2) times their regular rate of pay for all hours worked which are outside of their regularly scheduled work shift.

Section 12.1 If the call time assignment and the employee's regular shift overlap, the employee shall be entitled to work his regular shift.

ARTICLE XIII OUT OF CLASS PAY

Section 13.0 Any employee who is required to do work in a higher pay range shall receive the higher rate of pay for all hours worked in that classification.

ARTICLE XIV ON CALL PAY

Section 14.0 An employee who is scheduled for call time during other than normal working hours shall receive on call compensation in the amount of eight (8) hours per week.

Section 14.1 If called in to work before the beginning of the scheduled shift, an employee may request compensatory time, in lieu of overtime pay. Compensatory time or call-in pay shall be paid at the rate of 1 ½ times the normal hours actually worked.

Section 14.2 Department Heads shall prepare an on-call list and make it available for all employees concerned. Employees who are on call shall not trade on call dates without the approval of the Department Head.

ARTICLE XV OVERTIME

Section 15.0 Overtime is defined as hours that are worked in addition to the forty (40) hours worked in a one-week period.

Section 15.1 Overtime shall have the prior approval of the Department Supervisor. Such request and determination of overtime/comp time shall be reduced to writing on the prescribed form and filed with the Finance Officer promptly along with the employee's time sheet.

Section 15.2 Overtime shall be compensated at the rate of time and a half (1 ½) the regular rate of pay for each hour worked over forty (40) hours.

Section 15.3 Comp time and sick leave hours paid for but not worked shall not be used for the purpose of computing any overtime.

Section 15.4 Holiday hours and annual leave hours (vacation) shall count as time worked in computing overtime pay.

Section 15.5 If an employee works overtime, the employee may, with the approval of the Department Head or designee, choose to take compensatory time instead of overtime pay. Compensatory time shall be awarded at the rate of one and one-half (11/2) hours of compensatory time for each hour of overtime worked. The days to be taken off shall be at the option of the employee with the approval of the Department Head or designee. An employee may accumulate no more than eighty (80) hours of compensatory time off. Upon termination of employment, the employee will be paid for any unused comp time.

Section 15.6 Overtime is to be distributed equally to all employees of a department. If an employee is requested to work overtime and because of other conditions and commitments cannot perform the overtime work assigned, then the Supervisor will attempt to find a qualified employee to work the overtime. The employee scheduled to work the overtime shall immediately notify the Superintendent of any conflict so that the Supervisor may select and obtain a qualified employee to perform the overtime work prior to the conclusion of the workday.

ARTICLE XVI SENIORITY

Section 16.0 Seniority shall mean an employee's length of continuous service with the city since their last date of hire. The principal of seniority shall govern and control in all conditions of employment. An employee's continuous service shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in service.

Section 16.1 No employee shall be added to the seniority list until they have completed six (6) months of service with the City. All employees hired by the City shall for the first six (6) months be on probationary status but shall be entitled to receive the City health insurance and dental plans on the first of the month following thirty (30) days of employment, and City retirement plan, sick leave, vacation, and paid holidays from the date of hire.

Section 16.2 The employer shall keep the seniority list up to date at all times and will post an up to date seniority list on department bulletin boards. A copy of the seniority list shall be furnished to the Union when it is posted.

Section 16.3 If a job is to be consolidated, or eliminated (other than by retirement or voluntary separation) which would result in the elimination of a job or lay-off of an employee, the City shall do the following:

(a) Provide sixty (60) days' notice to the Union and employee.

(b) Within sixty (60) days of the Union's receipt of notice of lay-off an employee whose job is eliminated may bump an employee with less seniority in any City department provided that the employee meets the minimum qualifications of the job. An employee who is bumped by an employee with more seniority shall then be allowed to bump an employee with less seniority in any department provided that the employee meets the minimum qualification of the job. Employees who bump into another position must be able to do the new job within thirty (30) work days.

(c) Employees who bump into a position shall be placed on the step within the corresponding pay grade for the new position based on the employees' prior and related experience. This determination shall be made by the appropriate management personnel but subject to the grievance procedure.

(d) Any employee whose job is eliminated or who lost his position by being bumped under paragraph (b) will be placed on a lay off status in accordance with the terms of this contract and may apply for open positions as provided in Section 16.4.

Section 16.4 Transfers and promotions shall be posted City wide for five (5) working days. The City may advertise job openings to the general public at the same time but city employees shall be given first chance to fill the job if they have the ability and qualifications. The City shall award all job openings based on seniority, qualifications and ability.

ARTICLE XVII GRIEVANCE PROCEDURE

Section 17.0 Definitions:

A. Grievance: A complaint by an employee, or a group of employees, based on an alleged violation, misinterpretation or inequitable application of any existing agreement, contract, ordinance, resolution, policy, rule, regulation or law.

B. Employee: An employee of the City and may include an individual or group of employees who are similarly affected by a grievance.

C. Days: All days referred to shall be calendar days.

Section 17.1 Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement, contract, ordinance, resolution, policy, rules, regulations and laws, may be processed during working hours without loss of pay and shall be settled as hereinafter set forth.

Section 17.2 Step One: The employee, and/or his Union representative, who feels that he has a dispute or grievance shall discuss the matter with the supervisor within twenty-one (21) days of the event leading to the dispute or grievance, or the employees' knowledge of its occurrence. The Supervisor shall attempt to resolve the matter within fourteen (14) days.

Section 17.3 Step Two: If the matter is not resolved at Step One, the Union representative, or his designee, with or without the employee, shall present in writing the grievance or dispute to the Department Head within fourteen (14) days of the meeting with the Supervisor. The Department Head shall attempt to adjust the matter and shall respond, in writing, to the Union representative and the employee within fourteen (14) days.

Section17.4 Step Three: If the matter is not resolved at Step Two, it shall be presented to the Human Resource Director within fourteen (14) days from the date of the written response of the Supervisor. The HR Director shall hold a hearing to investigate and resolve the matter within fourteen (14) days of receipt of the grievance. The HR Director shall respond in writing, to the Union and the employee within fourteen (14) days of the hearing.

Section 17.5 Step Four: If the matter is still unsettled, either party may, within thirty (30) days after the reply of the HR Director, submit the matter to the South Dakota Department of Labor, Division of Labor and Management for resolution.

Section 17.6 Either party may appeal the decision of the Department of Labor as prescribed by law.

Section 17.7 An employee who has been dismissed or suspended may submit a grievance starting at Step Three of the grievance procedure.

Section 17.8 In the event the employee filing the grievance, or alleging and asserting that a dispute exists, or in the event that the Union files a grievance or alleges a dispute, fails to comply with any time limitation herein such failure shall constitute a withdrawal of the grievance or claimed dispute. The failure of the City to comply with any time limitation shall constitute a settlement of the grievance in accordance with the requested remedy. Time limitations may be extended by mutual agreement of the parties in writing.

Section 17.9 No employee or group of employees shall be reprimanded, disciplined, or discriminated against for exercising their rights under this Article.

Section 17.10 An employee who is called into any conference, interview, or meeting that could in any way lead to being disciplined or terminated or have any effect on his/her personal working conditions shall have the right to be represented or not represented by a union representative of their choice. Without union representation the employee may choose not to participate in the meeting.

ARTICLE XVIII DISCIPLINARY ACTIONS

Section 18.0 No employee shall be disciplined or discharged without just cause. If just cause is determined, disciplinary action shall be progressive considering the seriousness of the offense and the past record. Rules, orders, and penalties shall be reasonable and applied evenly and without discrimination.

Section 18.1 If just cause is determined, disciplinary action may include any of the following:

1. Reprimand: The Supervisor may reprimand any employee for just cause. Such reprimand will be in writing and addressed to the employee. A signed copy will be placed in the employees' personnel folder with a copy to the Union.

2. Probation: Upon finding just cause, the employer may place an employee on probation for a period of not more than six (6) months. A written notice of such action will be issued by the Department Head or designee to the employee with a copy to the Union.

3. Suspension: The Employer may suspend without pay any employee for just cause for a period or periods not to exceed forty work days in a twelve month period; no single suspension will be more than ten (10) working days. The Department Head or designee will notify the employee concerned in writing no later than one (1) day after the suspension is made effective. A copy of the

written notification, which will include reasons for and the duration of the suspension, will be placed in the employee's file. A copy of the written notification shall be given to the Union.

4. Dismissal: The Employer shall not dismiss any employee without just cause. The employee involved will first be suspended with pay for a period of one (1) working day. The employee shall have the right to receive a written statement of the reasons for dismissal, which shall be provided to the employee at the time of the dismissal. A copy of the statement will be placed in the employee's personnel file and a copy to the Union.

Section 18.2 Records of disciplinary action shall be maintained in the employee's personnel folder but time in effect shall be limited to one (1) year.

Section 18.3 Any disciplinary action may be the subject of the grievance procedure as set forth in Article XVII of this contract.

ARTICLE XIX DISCRIMINATION

Section 19.0 The City will not interfere with, restrain or coerce the employees covered by this agreement because of membership in or activity on behalf of the Union. The City will not discriminate in respect to: hire, tenure of employment or any term or condition of employment against any employees covered by this agreement because of membership or activity on behalf of the Union, nor will it discourage or attempt to encourage membership in another Union. Neither the City nor the Union will engage in any discriminatory practices contrary to any existing federal law or regulation or any amendment of the same, or any state law or regulation or any amendment to the same, and the City and the Union will not discriminate against any employee on account of race, color, national origin, sex, creed, age or disability.

Section 19.1 The City shall not discriminate against any employee with respect to their employment with the City

ARTICLE XX SAFETY

Section 20.0 The City shall provide a safe and healthful workplace for all employees and correct all hazards. Nothing shall imply that the Union has undertaken or assumed any portion of that responsibility.

Section 20.1 An employee shall not be subject to disciplinary action by reason of their failure or refusal to operate or handle any unsafe piece of equipment or work in any unsafe work situation.

Section 20.2 The City and the Union shall have a joint Safety Committee composed of eight (8) members; four (4) appointed by the City and four (4)

appointed by the Union. The Safety Committee shall assure that proper safety and health standards are maintained. They shall identify workplace health and safety problems and make recommendations for corrective action. This committee shall meet at least every other month, or at the call of any member.

Section 20.3 The City shall provide employees with all necessary safety equipment. Questions on equipment necessity shall be referred to the Safety Committee.

Section 20.4 The City shall establish and maintain a program for adequate safety training in each department.

Section 20.5 Employees and the Union may exercise all legal rights to secure a safe and healthful workplace without threats, loss of pay, or other reprisals of any kind.

ARTICLE XXI Committee for Union – Management Cooperation

Section 21.0 The parties recognize that during the period in which this agreement is in effect, problems of administration of this agreement may arise which is not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union if both the City and the Union continue efforts to gain a better appreciation and understanding of each other's problems and objectives.

Section 21.1 The committee formed as a part of this Article shall meet at least twice a year. Either party may request additional meetings if desired with 1 week notice. It is understood that such meetings will be held for the purpose of appraising and discussing problems, of the Agreement or other matters which either party believes will contribute to the improvement in the relations between them within the framework of this agreement. This committee shall not serve as a continuation for negotiations.

Section 21.2 The committee shall be composed of three (3) members designated by the Union and three (3) members designated by the Human Resources Director. Subject to mutual agreement of the respective members of the committee, The Federal Mediation Conciliation Services shall provide training to the Labor Management Committee to ensure the principles, benefits and philosophy of the committee be fulfilled.

Section 21.2 Minutes shall be kept of all meetings and shall be distributed to the City and the Union.

ARTICLE XXII ALTERATION OF AGREEMENT

Section 22.0 No agreement, alteration, understanding, variation, waiver or modification of any terms or conditions or covenants contained herein shall be made by any employee or group of employees with the City, and in no case shall be binding upon the parties of this contract unless such agreement is made and executed in writing between the parties of this contract.

Section 22.1 Any and all privileges enjoyed by the employees prior to this agreement will not be denied to them because of the execution of this agreement, unless the parties, through collective bargaining, mutually agree to change or have specifically waived any of these privileges.

ARTICLE XXIII SAVINGS CLAUSE

Section 23.0 If any section, paragraph, sentence, clause, phrase, or other part of this agreement is determined, or declared to be contrary to, or in violation of, any State or Federal Law, the remainder of this agreement shall not thereby be affected or invalidated. Such section declared invalid shall be renegotiated within thirty (30) days from the date of declaration of invalidity for amendment to this contract.

Section 23.1 The terms and conditions of this agreement shall supersede ordinances and resolutions wherein there is a conflict with the terms of this agreement and if enacted may be challenged by the Union.

ARTICLE XXIV CHECKOFF

Section 24.0 Upon written request to the City Finance Officer by employees, payroll deductions from wages of an amount equal to the regular monthly dues applicable to members of AFSCME Council 65 shall be made by the City each pay period. Further, the deduction shall be sent to AFSCME Council 65 for and on my behalf.

Section 24.1 This authorization shall remain in effect and shall be irrevocable unless any employee wishing to revoke it submits a written notice to both the City and to AFSCME Council 65 during the period no less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of said employee's authorization, in accordance with the check-off authorization signed by said employee.

Section 24.2 Any changes in the amount of dues to be withheld by the City shall be furnished to the City Finance Officer, in writing, by the Union. This notice shall be submitted to the City at least twenty (20) days in advance of such change.

Section 24.3 A list of those employees signing such authorization and the amount withheld will be furnished to the Union at the time of the remittance of the same.

Section 24.4 Any changes in the amount of dues to be withheld by the City shall be furnished to the City Finance Officer, in writing, by the Union. This notice shall be submitted to the City at least twenty (20) days in advance of such change.

Section 24.5 Payment by the City of the amount withheld shall be made to the Union no later than the 10th day of the month immediately following the month for which such dues were collected.

ARTICLE XXV CONDUCT OF UNION AFFAIRS

Section 25.0 The City agrees that during working hours on the City's premises and without loss of pay, Union representatives shall be allowed to spend a reasonable amount of time to perform the following:

1. Post union notices.
2. Distribute union literature.
3. Transmit communications authorized by the Union or its officers to the employer or its representative.
4. Investigate and process grievances, pursuant to the provisions of Article XVII of this Agreement, and to consult with the City or its representatives, Union officers or representatives concerning the enforcement of any provisions of this Agreement, providing that such times shall not be used in computing weekly overtime.
5. Attend contract negotiations sessions with the City, provided that such time shall not be used in computing weekly overtime.

Section 25.1 The employer agrees that the accredited representatives of the Union shall have full and free access to the premises of the employer during normal working hours to meet with members of the bargaining unit, and shall give notice.

Section 25.2 The employer will provide bulletin boards in each department, which may be used by the Union for the posting of official union business or matters.

Section 25.3 Members of the Union elected to attend a function of the Union such as educational conferences and conventions shall be granted leave of absence using paid benefits or without pay, to attend such conferences or convention. The City has the right to limit absences for the orderly operation of each department subject to the grievance procedure.

ARTICLE XXVI MISCELLANEOUS

Section 26.0 All City employees shall immediately report engagement in secondary work or business activities, which shall be subject to City approval, and provided that:

a. Employment with the City of Mitchell is considered primary employment of the individual working in a full-time capacity.

b. The outside employment does not interfere with the proper discharge of his or her normal duties and responsibilities or negatively impact the integrity and credibility of the City.

c. The employee does not wear any City uniform or insignia on any clothing that refers to the City of Mitchell. The employee does not avail himself or herself of City equipment, records, documents, files, or services.

d. The employee in no way exploits his connection with the City of Mitchell.

e. Such employment is not contrary to federal, state or local law.

f. City approval for such employment shall not be unreasonably withheld.

g. Prior to taking any action related to outside employment based upon the above paragraphs, written notice of the non-approval or withdrawal of approval shall be given to the employee, union and Human Resources.

Section 26.1 The City shall not be held liable for any of the employee's activities directly related to his outside employment.

ARTICLE XXVII DURATION

Section 27.1 This Agreement shall be effective as of the 1st day of January, 2017, and shall remain in full force and effect until December 31, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than April 1 that it desires to modify, or renegotiate this agreement.

Section 27.2 In the event that such notice is given, negotiations shall begin no later than June 1. The Agreement shall remain in full force and effect during the period of negotiations or until mutually terminated thereafter, in writing, by the parties.

IN WITNESS WHEREOF, the parties below have set their hands this _____ day of _____, 2016.

FOR AFSCME LOCAL 2922:

_____

_____

_____

FOR The City of Mitchell:

_____

_____

_____

_____

Appendix A

Proposed Pay Plan (1.25% Steps, 103% Market- before the 1.25% applied for 2017)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Grade	**A**	**B**	**C**	**D**	**E**	**F**	**G**	**H**	**I**	**J**	**K**	**L**	**M**	**N**	**O**	**P**	**Q**	**R**	**S**
1	21,817.19	22,089.90	22,366.02	22,645.60	22,928.67	23,215.28	23,505.47	23,799.29	24,096.78	24,397.99	24,702.96	25,011.75	25,324.40	25,640.95	25,961.46	26,285.98	26,614.56	26,947.24	27,284.08
2	22,921.68	23,208.20	23,498.30	23,792.03	24,089.43	24,390.55	24,695.43	25,004.13	25,316.68	25,633.14	25,953.55	26,277.97	26,606.45	26,939.03	27,275.76	27,616.71	27,961.92	28,311.44	28,665.34
3	24,082.09	24,383.12	24,687.91	24,996.51	25,308.96	25,625.32	25,945.64	26,269.96	26,598.34	26,930.81	27,267.45	27,608.29	27,953.40	28,302.81	28,656.60	29,014.81	29,377.49	29,744.71	30,116.52
4	25,301.25	25,617.51	25,937.73	26,261.95	26,590.23	26,922.61	27,259.14	27,599.88	27,944.88	28,294.19	28,647.86	29,005.96	29,368.54	29,735.64	30,107.34	30,483.68	30,864.73	31,250.54	31,641.17
5	26,582.12	26,914.40	27,250.83	27,591.46	27,936.36	28,285.56	28,639.13	28,997.12	29,359.59	29,726.58	30,098.16	30,474.39	30,855.32	31,241.01	31,631.52	32,026.92	32,427.25	32,832.59	33,243.00
6	27,927.84	28,276.94	28,630.40	28,988.28	29,350.64	29,717.52	30,088.99	30,465.10	30,845.91	31,231.49	31,621.88	32,017.16	32,417.37	32,822.59	33,232.87	33,648.28	34,068.88	34,494.74	34,925.93
7	29,341.69	29,708.46	30,079.82	30,455.81	30,836.51	31,221.97	31,612.24	32,007.40	32,407.49	32,812.58	33,222.74	33,638.02	34,058.50	34,484.23	34,915.28	35,351.72	35,793.62	36,241.04	36,694.05
8	30,827.11	31,212.45	31,602.61	31,997.64	32,397.61	32,802.58	33,212.61	33,627.77	34,048.12	34,473.72	34,904.64	35,340.95	35,782.71	36,229.99	36,682.87	37,141.41	37,605.67	38,075.74	38,551.69
9	32,387.74	32,792.58	33,202.49	33,617.52	34,037.74	34,463.21	34,894.00	35,330.18	35,771.80	36,218.95	36,671.69	37,130.08	37,594.21	38,064.14	38,539.94	39,021.69	39,509.46	40,003.33	40,503.37
10	34,027.36	34,452.71	34,883.37	35,319.41	35,760.90	36,207.91	36,660.51	37,118.77	37,582.75	38,052.54	38,528.19	39,009.79	39,497.42	39,991.13	40,491.02	40,997.16	41,509.63	42,028.50	42,553.85
11	35,750.00	36,196.88	36,649.34	37,107.45	37,571.30	38,040.94	38,516.45	38,997.90	39,485.38	39,978.95	40,478.68	40,984.67	41,496.97	42,015.69	42,540.88	43,072.64	43,611.05	44,156.19	44,708.14
12	37,559.84	38,029.34	38,504.71	38,986.02	39,473.34	39,966.76	40,466.34	40,972.17	41,484.33	42,002.88	42,527.92	43,059.51	43,597.76	44,142.73	44,694.51	45,253.20	45,818.86	46,391.60	46,971.49
13	39,461.31	39,954.58	40,454.01	40,959.68	41,471.68	41,990.08	42,514.95	43,046.39	43,584.47	44,129.28	44,680.89	45,239.40	45,804.89	46,377.46	46,957.17	47,544.14	48,138.44	48,740.17	49,349.42
14	41,459.04	41,977.28	42,501.99	43,033.27	43,571.18	44,115.82	44,667.27	45,225.61	45,790.93	46,363.32	46,942.86	47,529.65	48,123.77	48,725.31	49,334.38	49,951.06	50,575.45	51,207.64	51,847.74
15	43,557.90	44,102.38	44,653.66	45,211.83	45,776.98	46,349.19	46,928.55	47,515.16	48,109.10	48,710.46	49,319.34	49,935.84	50,560.03	51,192.03	51,831.93	52,479.83	53,135.83	53,800.03	54,472.53
16	45,763.02	46,335.06	46,914.25	47,500.68	48,094.44	48,695.62	49,304.31	49,920.61	50,544.62	51,176.43	51,816.14	52,463.84	53,119.64	53,783.63	54,455.93	55,136.62	55,825.83	56,523.66	57,230.20
17	48,079.78	48,680.77	49,289.28	49,905.40	50,529.22	51,160.83	51,800.34	52,447.85	53,103.44	53,767.24	54,439.33	55,119.82	55,808.82	56,506.43	57,212.76	57,927.92	58,652.02	59,385.17	60,127.48
18	50,513.81	51,145.24	51,784.55	52,431.86	53,087.26	53,750.85	54,422.73	55,103.02	55,791.81	56,489.20	57,195.32	57,910.26	58,634.14	59,367.06	60,109.15	60,860.52	61,621.27	62,391.54	63,171.43
19	53,071.08	53,734.46	54,406.15	55,086.22	55,774.80	56,471.98	57,177.88	57,892.61	58,616.27	59,348.97	60,090.83	60,841.97	61,602.49	62,372.52	63,152.18	63,941.58	64,740.85	65,550.11	66,369.49
20	55,757.80	56,454.77	57,160.46	57,874.96	58,598.40	59,330.88	60,072.51	60,823.42	61,583.71	62,353.51	63,132.93	63,922.09	64,721.12	65,530.13	66,349.26	67,178.62	68,018.36	68,868.59	69,729.44
21	61,546.18	62,315.50	63,094.45	63,883.13	64,681.67	65,490.19	66,308.82	67,137.68	67,976.90	68,826.61	69,686.94	70,558.03	71,440.00	72,333.00	73,237.17	74,152.63	75,079.54	76,018.03	76,968.26
22	67,935.46	68,784.66	69,644.47	70,515.02	71,396.46	72,288.91	73,192.53	74,107.43	75,033.78	75,971.70	76,921.34	77,882.86	78,856.40	79,842.10	80,840.13	81,850.63	82,873.76	83,909.68	84,958.56
23	74,988.04	75,925.39	76,874.46	77,835.39	78,808.33	79,793.44	80,790.85	81,800.74	82,823.25	83,858.54	84,906.77	85,968.11	87,042.71	88,130.74	89,232.38	90,347.78	91,477.13	92,620.59	93,778.35
24	82,772.77	83,807.43	84,855.02	85,915.71	86,989.65	88,077.02	89,177.99	90,292.71	91,421.37	92,564.14	93,721.19	94,892.70	96,078.86	97,279.85	98,495.85	99,727.04	100,973.63	102,235.80	103,513.75
25	91,365.65	92,507.72	93,664.06	94,834.86	96,020.30	97,220.55	98,435.81	99,666.26	100,912.09	102,173.49	103,450.66	104,743.79	106,053.09	107,378.75	108,720.98	110,080.00	111,456.00	112,849.20	114,259.81
26	100,850.58	102,111.21	103,387.60	104,679.95	105,988.44	107,313.30	108,654.72	110,012.90	111,388.06	112,780.41	114,190.17	115,617.54	117,062.76	118,526.05	120,007.62	121,507.72	123,026.57	124,564.40	126,121.45
27	111,320.17	112,711.67	114,120.57	115,547.07	116,991.41	118,453.80	119,934.48	121,433.66	122,951.58	124,488.47	126,044.58	127,620.14	129,215.39	130,830.58	132,465.96	134,121.79	135,798.31	137,495.79	139,214.49

20	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**32**	**33**	**34**	
T	**U**	**V**	**W**	**X**	**Y**	**Z**	**AA**	**AB**	**AC**	**AD**	**AE**	**AF**	**AG**	**AH**	**Grade**
27,625.13	27,970.45	28,320.08	28,674.08	29,032.50	29,395.41	29,762.85	30,134.89	30,511.57	30,892.97	31,279.13	31,670.12	32,066.00	32,466.82	32,872.66	1
29,023.65	29,386.45	29,753.78	30,125.70	30,502.27	30,883.55	31,269.60	31,660.47	32,056.22	32,456.92	32,862.64	33,273.42	33,689.34	34,110.45	34,536.83	2
30,492.98	30,874.14	31,260.06	31,650.82	32,046.45	32,447.03	32,852.62	33,263.28	33,679.07	34,100.06	34,526.31	34,957.89	35,394.86	35,837.29	36,285.26	3
32,036.68	32,437.14	32,842.61	33,253.14	33,668.80	34,089.66	34,515.78	34,947.23	35,384.07	35,826.37	36,274.20	36,727.63	37,186.72	37,651.56	38,122.20	4
33,658.54	34,079.27	34,505.26	34,936.58	35,373.29	35,815.45	36,263.14	36,716.43	37,175.39	37,640.08	38,110.58	38,586.96	39,069.30	39,557.67	40,052.14	5
35,362.50	35,804.53	36,252.09	36,705.24	37,164.06	37,628.61	38,098.97	38,575.20	39,057.39	39,545.61	40,039.93	40,540.43	41,047.19	41,560.28	42,079.78	6
37,152.73	37,617.14	38,087.35	38,563.45	39,045.49	39,533.56	40,027.73	40,528.07	41,034.67	41,547.61	42,066.95	42,592.79	43,125.20	43,664.26	44,210.07	7
39,033.59	39,521.51	40,015.53	40,515.72	41,022.17	41,534.94	42,054.13	42,579.81	43,112.05	43,650.95	44,196.59	44,749.05	45,308.41	45,874.77	46,448.20	8
41,009.66	41,522.28	42,041.31	42,566.83	43,098.91	43,637.65	44,183.12	44,735.41	45,294.60	45,860.78	46,434.04	47,014.47	47,602.15	48,197.18	48,799.64	9
43,085.78	43,624.35	44,169.65	44,721.77	45,280.80	45,846.81	46,419.89	47,000.14	47,587.64	48,182.49	48,784.77	49,394.58	50,012.01	50,637.16	51,270.12	10
45,266.99	45,832.83	46,405.74	46,985.81	47,573.14	48,167.80	48,769.90	49,379.52	49,996.77	50,621.72	51,254.50	51,895.18	52,543.87	53,200.67	53,865.67	11
47,558.64	48,153.12	48,755.03	49,364.47	49,981.53	50,606.29	51,238.87	51,879.36	52,527.85	53,184.45	53,849.26	54,522.37	55,203.90	55,893.95	56,592.62	12
49,966.29	50,590.87	51,223.26	51,863.55	52,511.84	53,168.24	53,832.84	54,505.75	55,187.07	55,876.91	56,575.37	57,282.57	57,998.60	58,723.58	59,457.63	13
52,495.83	53,152.03	53,816.43	54,489.14	55,170.25	55,859.88	56,558.13	57,265.11	57,980.92	58,705.68	59,439.50	60,182.50	60,934.78	61,696.46	62,467.67	14
55,153.44	55,842.85	56,540.89	57,247.65	57,963.25	58,687.79	59,421.38	60,164.15	60,916.20	61,677.66	62,448.63	63,229.23	64,019.60	64,819.85	65,630.09	15
57,945.58	58,669.90	59,403.27	60,145.81	60,897.64	61,658.86	62,429.59	63,209.96	64,000.09	64,800.09	65,610.09	66,430.21	67,260.59	68,101.35	68,952.62	16
60,879.07	61,640.06	62,410.56	63,190.70	63,980.58	64,780.34	65,590.09	66,409.97	67,240.09	68,080.59	68,931.60	69,793.24	70,665.66	71,548.98	72,443.34	17
63,961.08	64,760.59	65,570.10	66,389.72	67,219.60	68,059.84	68,910.59	69,771.97	70,644.12	71,527.17	72,421.26	73,326.53	74,243.11	75,171.15	76,110.79	18
67,199.11	68,039.10	68,889.58	69,750.70	70,622.59	71,505.37	72,399.19	73,304.18	74,220.48	75,148.24	76,087.59	77,038.68	78,001.67	78,976.69	79,963.90	19
70,601.06	71,483.57	72,377.12	73,281.83	74,197.86	75,125.33	76,064.40	77,015.20	77,977.89	78,952.61	79,939.52	80,938.77	81,950.50	82,974.88	84,012.07	20
77,930.36	78,904.49	79,890.80	80,889.43	81,900.55	82,924.31	83,960.86	85,010.37	86,073.00	87,148.91	88,238.27	89,341.25	90,458.02	91,588.74	92,733.60	21
86,020.54	87,095.79	88,184.49	89,286.80	90,402.88	91,532.92	92,677.08	93,835.54	95,008.49	96,196.09	97,398.55	98,616.03	99,848.73	101,096.84	102,360.55	22
94,950.58	96,137.46	97,339.18	98,555.92	99,787.87	101,035.22	102,298.16	103,576.88	104,871.59	106,182.49	107,509.77	108,853.64	110,214.31	111,591.99	112,986.89	23
104,807.67	106,117.77	107,444.24	108,787.29	110,147.13	111,523.97	112,918.02	114,329.50	115,758.62	117,205.60	118,670.67	120,154.05	121,655.98	123,176.68	124,716.39	24
115,688.06	117,134.16	118,598.34	120,080.82	121,581.83	123,101.60	124,640.37	126,198.37	127,775.85	129,373.05	130,990.21	132,627.59	134,285.44	135,964.01	137,663.56	25
127,697.97	129,294.20	130,910.37	132,546.75	134,203.59	135,881.13	137,579.65	139,299.39	141,040.63	142,803.64	144,588.69	146,396.05	148,226.00	150,078.82	151,954.81	26
140,954.67	142,716.60	144,500.56	146,306.81	148,135.65	149,987.35	151,862.19	153,760.46	155,682.47	157,628.50	159,598.86	161,593.84	163,613.77	165,658.94	167,729.67	27

DEPT	POSITION	GRADE	FLSA
CD/3	Senior Services Coordinator	14	N
CD/4	RSVP Coordinator	13	N
CD/5	Administrative Assistant	12	N
CD/6	Transit Operator	10	N
CD/7	Transit Dispatcher	10	N
CP/4	Media and Building Maintenance Technician	13	N
CP/5	Building Maintenance Technician	12	N
CP/6	Building Service Worker	8	N
FD/6	EMS Billing Specialist	12	N
FIN/3	Payroll and Accounts Receivable Technician	12	N
FIN/4	Accounts Payable Technician	12	N
FIN/6	Utility Billing Clerk	10	N
GC/4	Cemetery Maintenance Technician	12	N
HR/1	Human Resources Director	22	E
LIB/2	Assistant Library Director	18	N
LIB/3	Children's Services Librarian	16	N
LIB/4	Adult Circulation Librarian	16	N
LIB/5	Technical Services - Cataloguer	14	N
LIB/6	Technical Services - Circulation Assistant	14	N
PD/9	Administrative Assistant	12	N
PD/10	Traffic Technician	12	N
PD/11	Animal Control Officer	11	N
PD/12	Administrative Secretary	10	N
PR/3	Recreation Coordinator	16	N
PR/4	Sports Complex Crewleader	14	N
PR/7	Parks Crewleader	14	N
PR/8	Recreation Maintenance Specialist	12	N
PR/9	Parks Specialist	12	N
PR/10	Administrative Assistant	12	N
PR/11	Administrative Secretary	10	N
PW/4	GIS Supervisor	19	N
PW/5	Building Official	19	N
PW/6	Code Enforcement Officer	14	N
PW/7	Engineering Technician	16	N
PW/8	Administrative Assistant	12	N
PW/9	Administrative Secretary	10	N
PW-SS/5	Heavy Equipment Operator	13	N
PW-SS/6	Mechanic	13	N
PW-SS/7	Truck Driver and Equipment Operator	12	N
PW-SS/8	Refuse Collector/Driver	11	N
PW-SS/9	Landfill Scale Master	10	N
PW-SS/10	Administrative Secretary	10	N

DEPT	POSITION	GRADE	FLSA
WT/2	Water Services Supervisor	17	N
WT/3	Water Operator I	12(2)	N
WT/4	Water Maintenance Worker	10	N
WW/2	Wastewater Treatment Supervisor	17	N
WW/3	Wastewater Collection Supervisor	17	N
WW/4	Wastewater Operator I	12(2)	N
WW/5	Wastewater Worker	10	N

[2] Move to grade 13 with possession of Class II license, grade 14 with possession of Class III license.

Appendix B

Implementation of Proposed Pay Plan

1. Employees move into the new ranges as of 1/1/2017. Employees are placed at the step closest to their current wage, but not less than their actual rate of pay, as of 12/31/2016.

2. Equity Adjustments: Employees will receive a one-time equity adjustment on 1/1/2017 based on their completed years of service as of 12/31/2016, computed from their individual dates of hire:

Equity Code	Number of Equity Step Adjustment	Completed Months of Service
A	0 steps	up to 12 months
B	1 step	12 months up to 48 months
C	2 steps	48 months up to 84 months
D	3 steps	84 months up to 168 months
E	4 steps	168 months and up

Here is a cross reference based on the employee's hire date as proposed as of 12/31/2016:

Completed Months of Service	Number of Equity Step Adjustment	Equity Code
0 up to 12 months	0	A
12 months up to 24 months	1	B
24 months up to 36 months	1	B
36 months up to 48 months	1	B
49 months up to 60 months	2	C
60 months up to 72 months	2	C
72 months up to 84 months	2	C
84 months up to 168 months	3	D
168 months and up	4	E

3. Anniversary Date: on the employee's anniversary date they will receive their annual step increase, if eligible.

4 Future Step Increases: future step increases will be on a yearly basis, and there will be no six month increases in any category.

AFSCME
Local 2922

September 29, 2016

Jerry Toomey, Mayor
City of Mitchell
612 North Main Street
Mitchell, SD 57301

Stephanie Ellwein, City Administrator
City of Mitchell
612 North Main Street
Mitchell, SD 57301

Re: Notification of AFSCME Local 2922 Contract Ratification Vote

Dear Mayor Toomey and City Administrator Ellwein:

On behalf of the American Federation of State, County and Municipal Employees, Local 2922, I am writing to inform you of the outcome of the Union's contract ratification vote.

The tentative agreement reached between the City of Mitchell, SD and AFSCME Local 2922 for the contract effective from January 1, 2017 through December 31, 2019 was approved by the membership at its meeting on Wednesday, September 28, 2016.

It is our understanding that the contract will be submitted to the City Commission for approval on October 17, 2016. AFSCME Local 2922 hereby requests to be added to the agenda to speak in support of the collective bargaining agreement.

Sincerely yours,

Russell Jones
President, AFSCME Local 2922

cc. Nathan Rham, Union Representative and Organizer
Mary E. Leary, Attorney for AFSCME Local 2922
A. Stevenson Bogue, Attorney for the City of Mitchell

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

Requested By: Stephanie Ellwein

Desired Action of City Council

- ☐ Authorization
- ☑ Approval
- ☐ Resolution
- ☐ Ordinance
- ☐ Citizen Request
- ☐ Discussion

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

Agenda Item: Action to approve 2017-2019 CBA between Teamsters and City of Mitchell

Explanation/Background of Agenda Item Requested:

Presented for approval is the collective bargaining agreement between the Teamsters Association Local Union No 120 and the City of Mitchell. The agreement will be in effect from January 1, 2017- December 31, 2019. The agreement represents the items tentatively agreed to throughout the course of negotiations and is within the 2017 Budget that was adopted by the Council.

AGREEMENT BY AND BETWEEN

TEAMSTERS LOCAL UNION NO. 120

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

AND

MITCHELL POLICE DIVISION

(January 1, 2017 - December 31, 2019)

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A G R E E M E N T

This Agreement made and entered into this _____ day of _____, 2016, by and between the City of Mitchell, South Dakota hereinafter referred to as the "Employer" or the "City" and Teamsters Local Union No. 120, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

ARTICLE 1

RECOGNITION

The Employer hereby recognizes the Union as the sole collective bargaining representative pursuant to SDCL 3-18, for all of the employees employed by the Employer in the following described unit:

> All Officers and Dispatchers employed by the City of Mitchell working within the Police Division including Patrol Officers, Detectives, and Communication Specialists, excluding all Office and Clerical Employees, the Chief, Captains, Sergeants, part-time Patrol Officers and all other City Employees.

As used in this Contract, where appropriate, the masculine includes the feminine, and the singular includes the plural (and vice versa).

ARTICLE 2

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in the individual operation relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained at not less than the standards in effect at the time of the signing of this Agreement, to the extent that the Employer is reasonable able. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance procedure.

ARTICLE 3

SEPARABILITY AND SAVING CLAUSE

If any provision of this Agreement is in contravention of the laws or regulations of the United States or the State of South Dakota, such provisions shall be superseded by the appropriate provisions of such law or regulation; so long as the same is in force and effect but all other provisions of this Agreement shall continue in full force and effect.

ARTICLE 4

BONDS

Should the Employer require an employee to give surety bond as a condition to the performance of official duties, all premiums of such bond will be paid by the Employer.

ARTICLE 5

LEGAL ACTION

The Employer shall continue in effect the insurance coverage relating to claims against the City and City Employees at no less than existing standards of coverage, unless unavailable from any source, a copy of which present policy is attached to the original of this Agreement. If any claim of action is instituted against an employee arising out of good faith performance of duties within the scope of employment of such employee, or when exercising official duties or responsibilities as an employee, and if the insurance carrier of the aforementioned insurance coverage refuses to provide legal defense and/or attorney for such claim or action, then in that event, the City shall provide the legal defense. In the event of a conflict of interest of the City's legal counsel, or for other reasons deemed appropriate by the City, the Employer may contract with a local attorney mutually agreed to between the employee and Employer to provide such defense for the employee, and will pay the court costs incurred in defense of such claim or action and the reasonable attorney fees for the attorney selected by mutual agreement for the defense, all to a total sum not to exceed five thousand dollars ($5,000.00) for any one employee.

ARTICLE 6

STEWARDS

The City recognizes the right of the Union to designate stewards. The job stewards so designated shall perform the following duty:

(1) Investigation and presentation of grievances to Employer or the designated Employer representative in accordance with the provisions of this Agreement.

The stewards shall be permitted a reasonable time, as time permits, to conduct necessary union business of presenting, processing and investigating grievances, during

working hours without loss of pay, provided that it does not interfere with the efficient operation of the division, which determination shall be in the discretion of the duty supervisor, and provided that the steward's supervisor(s) is advised in advance of the absence. Such time spent on such necessary Union business during duty hours shall not be deducted in the computation of monthly overtime.

ARTICLE 7

BULLETIN BOARDS

The Employer agrees to provide adequate space on its bulletin boards for Union business notices. Union space will be allocated.

ARTICLE 8

MILITARY SERVICE

The Employer will conform with all of the ordinances and state statutes relating to military service; and absence for required annual military training for Guardsmen and Reservists, not to exceed fifteen (15) days, shall not affect the employee's right to receive normal vacation, sick leave, bonus, advancement and other advantages of his employment normally to be anticipated in his particular position, when such benefit is otherwise authorized by the ordinance or statute. Unusual circumstances may justify additional days under this section, and the granting of such additional day or days for such required annual military training shall be in the discretion of the Division.

ARTICLE 9

SENIORITY

Section 1. The City shall recognize that seniority shall be a factor in filling vacancies, in promotions, layoffs and recalls. Actions relating to the foregoing shall be based on seniority, fitness and ability. Fitness and ability of applicants being equal, seniority will ordinarily prevail. It is recognized that the integrity of the Police Division and its performance as a conservator of the public safety must not be jeopardized through artificial constraints resulting from the application of the principal of strict seniority. The City shall be the judge of fitness and ability, but shall not act in a capricious, arbitrary or discriminatory manner in the application of its judgment.

Section 2. Seniority shall be defined as the total length of continuous service with the Employer. It is agreed that there shall be two (2) separate classifications and two (2) separate seniority lists, that being sworn employees and non-sworn employees.

Section 3. Any new sworn personnel shall be considered probationary for a period of one (1) year, unless said probationary period is otherwise extended as provided in this Agreement. During the probationary period, employees shall have no seniority

status and may be laid off or terminated in the sole discretion of the City without regard to their relative length of service. When an employee completes his probationary period as above defined, his seniority shall date back to the date of his hire. Newly hired non-sworn personnel shall be considered probationary for a period of one (1) year. The probationary period of any person may be extended up to an additional six (6) months when deemed appropriate by the Chief of Public Safety.

Section 4. An employee's seniority and the employment relationship shall terminate for the following reasons:

A. The employee quits or is retired.

B. The employee is discharged and the discharge is not reversed through the grievance procedure.

C. The employee is laid off for a period of more than one year, or is absent because of non-occupational illness or injury for a period of more than one year.

Section 5. Seniority shall apply to the bidding of shift to start the year. This opportunity must be bid no later than November 15 of the preceding year for the following calendar year. Seniority may be considered whenever possible for a shift that becomes available throughout the year. The division shall have the right to make special shift assignments for specific purposes, including training, special assignments and emergency situations or other justifiable needs of the division.

Section 6. A current seniority list shall be posted by the Employer on the bulletin board on or about the 15th day of January, and the 15th day of July of each year that this Contract is in existence. A copy thereof will be mailed to the Union.

Section 7. No full-time employee shall be laid off as a result of part-time employees performing bargaining unit work.

Part-time employees shall receive no benefits and no more than eighty (80) hours in any two (2) week period.

ARTICLE 10

UNIFORMS AND EQUIPMENT

Section 1. The Employer will provide and issue all normally armed employees with a handgun, badges, batteries, handcuffs, flashlights, gloves and any other equipment, such as protective head gear or gloves which, in the opinion of the Employer, is needed to properly perform their duties in safety. All patches or insignias required to be placed or sewed on the uniform shall be paid for by the City. All **full-time** employees shall **receive** a yearly **equipment allowance of one-hundred dollars ($100.00). Part-**

time and reserve officers shall receive an equipment allowance of one-hundred dollars ($100.00) every three years. See exhibit E for complete list of department approved equipment.

Section 2. The Employer shall provide all ammunition. Ammunition for on-duty use shall be of high quality. Practice ammunition shall be furnished by the Employer. The above is in addition to "qualification" ammunition. Practice ammunition may be accumulated up to two (2) months, and officers shall be allowed to practice his/her firearm skills once a month with exceptions due to weather rescheduling, vacations etc. All ammunition must be fired in the presence of a designated firearms instructor or designee of the Chief. All ammunition must be checked out by the officer who is to fire the ammunition, and all fired brass must be returned to the division.

Section 3. The City agrees that if any regular employee is required to wear any kind of a uniform as a condition of his continued employment, such uniform shall be furnished by the City free of charge at the standard required by the City.

Section 4. The City agrees to replace protective vests in accordance with manufactures recommendations or every five (5) years.

Section 5. The City shall provide protective clothing against inclement weather consistent with the assigned duties of the employee.

Section 6. All employees permanently assigned to the detective section shall be allowed a $400.00 clothing allowance each calendar year.

ARTICLE 11

PERSONAL PROPERTY LOSS

Section 1. Employer agrees to reimburse employee, the actual cost of employee's personal items damaged in the line of duty, including only the following, eye glasses, the actual cost for watches not to exceed $100.00 per incident, and, subject to prior approval of the division, personal property used in the performance of the job, including personal tape recorders, not to exceed $100.00 per incident. It is specifically understood that the division may approve other items for use in the line of duty, for which the City shall assume no responsibility. This section does not affect items of personal property covered by or reimbursed pursuant to the South Dakota Workmen's Compensation Laws. Any person claiming compensation for damage to property under this Section shall make immediate notification of such damage to the Chief of Public Safety or his designated representative. Any loss not reported within five (5) days of its occurrence shall not be allowed.

ARTICLE 12

GRIEVANCE PROCEDURE

Grievances are herein defined to be disputes involving the interpretation or application of this Agreement.

Section 1. An employee shall reduce to writing and submit to the Chief or his designated representative, any grievance within ten (10) calendar days of the occurrence, or the employee's knowledge of the occurrence of any grievance. An employee may have the Local Union Steward and/or the local business representative present at the time of the submission of the grievance to the Employer, who in the first instance shall be the Chief of Public Safety and/or his designated representative. In the event the matter is not resolved at that level, within seven (7) days, a conference shall be arranged between the aggrieved employee, the steward and/or the business representative, and the Director of Human Resources.

Failing settlement at this level, the matter may be appealed to the Division of Labor, pursuant to SDCL 3-18-15.2.

ARTICLE 13

NON-DISCRIMINATION

The Union and the Employer agree to abide by the provisions of the state and national non-discrimination statutes and laws with respect to hiring, compensating or other terms and conditions of employment of any individual.

ARTICLE 14

COURT PAY

In the event an employee is required to make an off-duty job related court appearance, he shall be paid at one and one-half (1 ½) times his regular rate of pay, and for a minimum of two (2) hours. All court time incurred not during a regularly scheduled shift shall be overtime.

After first being advised that an off duty court appearance is required and prior to appearing in court, it shall be the responsibility of such employee to contact the

designated department employee or his/her designee who maintains a list of requested off duty court appearances and confirm that court appearance is still required. This must be done the day of court, before the employee appears for court. Failure to contact this designated employee and to confirm that the court appearance is still necessary, prior to attending a work related, off duty court appearance, shall result in a loss of overtime being paid for such, as an unnecessary court appearance. If a work related, off duty court appearance is cancelled or postponed after 9 a.m. on the day of such court, an employee shall receive one (1) hour of overtime, whether or not the employee contacts the designated department employee who maintains a list of such court appearances.

Employees shall be compensated for expenses not otherwise paid or compensated for, including travel, meals, and lodging for out-of-town travel relating to out-of-town court appearances when the attendance is required, or there is not complete compensation from the calling agency, when the out-of-town court appearance results directly from police work while in the employ of the City of Mitchell. Any witness fees or travel compensation paid to the employee by any other agency shall be turned into the City, if the employee draws compensation for such travel and expenses under this Article.

If any out-of-town court appearance is required on an employee's day off, then the day off shall be rescheduled; all other non-duty court appearances resulting from City police work, shall be compensated in accordance with Article 14.

The City shall bear no responsibility for compensation for attendance or appearances resulting from off-duty activities which are non-divisional and occur outside the jurisdictional boundaries of the City of Mitchell. All arrests made within the jurisdiction of the City of Mitchell shall be deemed to be divisional.

ARTICLE 15

HOURS OF WORK

Section 1. Employees shall be paid for all authorized time spent in the employ of the Employer, subject to the time required by Section 6 of this Article.

Section 2. The division shall schedule the hours to be worked in a manner so as to grant employees time off equal to the amount of Saturdays and Sundays, and holidays in accordance with Article 27 which would otherwise constitute days off to City employees, that occur each month. An employee required to work on a holiday shall be granted an **different** day off.

Section 3. Consistent with divisional requirements, employees scheduled to work eight (8) hours shifts shall be allowed to select their shift in two (2) month increments, provided that all eight (8) hour employees shall work each of the scheduled two (2) month shifts at least twice during each calendar year. No employee shall work the same shift for more than two (2) consecutive months, consistent with the Article on

Seniority and consistent with divisional requirements. Special assignments will be an exception under this section.

Employees scheduled to work ten (10) hour shifts shall be allowed to select their shifts in eight (8) week increments, provided that all ten (10) hour employees shall work each of the scheduled eight (8) week shifts at least once during a calendar year. No employee shall work the same shift more than sixteen (16) consecutive weeks, consistent with the Article on seniority and consistent with divisional requirements.

Section 4. Employees shall receive overtime for all hours worked in excess of employee's regularly scheduled shift assignment. Overtime shall be one and one-half (1 ½) the employee's regular rate of pay. Regularly scheduled shifts shall be eight (8) hours per day, or ten (10) hours per day, from start time to finish. Communication Specialist Employee's regularly scheduled shift may be scheduled for ten (10) hours per day or less. Overtime shall also be paid for all hours worked on a non-scheduled work day, except that employees who trade or substitute shifts or work days shall not be entitled to overtime pay for working otherwise non-scheduled work days. No shift or work day trade shall be allowed without prior supervisory approval.

Section 5. Employees shall be scheduled through the division for division required extra security work for civic functions, or for other unusual or extraordinary circumstances requiring additional duty by police personnel. Work performed under this section and in excess of employee's regularly scheduled work shift shall be paid at a minimum of two (2) hours at the overtime rate. In the event of short notice staffing difficulties (48 hours or less) all reasonable efforts shall be made to have present or available full-time employees perform the work ahead of part-time employees.

Section 6. All employees shall be required to attend an annual division meeting not to exceed four (4) hours per meeting.

Section 7. All non-divisional duty performed in uniform must be approved by the division, and such approval non-divisional duty performed within the jurisdictional boundaries of the City of Mitchell, shall be considered as on-duty work for purposes of workmen's compensation and insurance, and will be subject to the direction of the division.

Any non-uniformed work performed outside of divisional schedules shall be allowed with the approval of the Chief. The Chief shall obtain the concurrence of the Mayor in the event of a denial.

Section 8. Scheduling of communication specialists shift assignments shall remain as presently provided by division policy.

Section 9. Monthly work schedules will be posted seven (7) days in advance of the schedule being implemented and it shall only be changed by mutual consent of the Employer and affected employee(s).

Section 10. In the event that City Hall shall be closed on a working day due to snow emergency by declaration of the Mayor, all police and communication division personnel who actually work within such day, and during the snow emergency, shall be allowed equivalent time off with pay, provided that such time off shall be taken in accordance with divisional policies and regulations.

ARTICLE 16

BREAK TIME

Section 1. Personnel assigned to the investigations section **working 8 hours per day shift, Monday through Friday,** shall be granted the equivalent of two (2) fifteen (15) minute break periods without loss of pay, and a one (1) hour lunch break without pay for each scheduled work **day**.

Section 2. Communication Specialists, Patrol Officers, **and Officers assigned to investigations section** scheduled on ten (10) hour shifts shall be granted a forty-five (45) minute lunch break, without loss of pay, and an additional fifteen (15) minute paid break during each **day** worked. Combining the two (2) breaks without prior authorization from a supervisor is prohibited.

Communication Specialists and Patrol Officers scheduled for eight (8) hour shifts shall be granted a fifteen (15) minute break and a thirty (30) minute lunch break without loss of pay during each regularly scheduled eight (8) hour shift.

Section 3. In the event that an employee's lunch period is interrupted by a call from the Police Division, the employee shall be entitled to take the same during the remainder of the shift.

ARTICLE 17

CITIZEN'S COMPLAINT

When any citizen makes a complaint against an employee, the employee shall have the right to face his accuser with a steward and/or the representative of the Local Union present at such meeting prior to such complaint becoming a part of the employee's official record.

ARTICLE 18

LETTER OF COUNSEL, REPRIMANDS, AND WARNINGS

During the term of this Agreement, each employee shall have a departmental file and permanent official file maintained in the finance office.

Employees receiving letters of counsel, reprimand, and/or warnings shall have such actions maintained in their departmental file and shall be in effect for twelve (12) months from the date of such action. Similar letters received during the "in file" time of the original letter is renewed and will be concurrent with the subsequent letter or letters. If there are no other infractions during the "in file" time or extension thereof, the letter will be removed from the departmental file.

All information of any kind or type whatsoever to include, but not limited to, letters of commendation, awards, certificates of accomplishment or merit, concerning an employee shall be maintained in such employees permanent official file and shall be reviewed and/or released only with the written authorization of such employee.

ARTICLE 19

WORK RULES

Division General Orders on Work Rules and the Division Policy and Procedure Manual shall be reviewed upon request of the Union of the Division to insure that they continue to meet existing conditions. Any proposed changes shall be submitted to the Union Committee or Division for consideration, but if no agreement is reached, such work rule changes can be implemented by official orders of the division when determined by the Division to be necessary to preserve the efficiency and proper operation of the Division. In an emergency, interim work rules can be established simply by order of the Chief, to be subsequently submitted to the Union for consideration as provided herein, if they are to become permanent.

ARTICLE 20

VEHICLES

Except under emergency conditions, no employee shall be required to operate a vehicle that does not comply with all state and city safety statutes, ordinances, or regulations.

The cars shall be washed and cleaned inside (vacuumed and wiped out) once each month, or as needed. Nothing in this paragraph shall relieve each officer of his responsibility to clean up any litter or debris resulting from his occupancy of that vehicle.

ARTICLE 21

COMMITTEE FOR UNION - MANAGEMENT COOPERATION

Section 1. The parties recognize that during the period in which this Agreement is in effect, problems of administration of this Agreement may arise which are not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union and among both management and non-management employees, if both the City and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each others problems and objectives. They recognize that frequently what first appears to be problems or areas of conflict and disagreements, are actually the result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this Agreement, a better atmosphere in which to achieve improved day-by-day relations between the parties, which they both desire, can be created through meetings of the kind described below:

Section 2. Meetings may be held during the term of this Agreement of the Committee formed as part of this Article. It is understood that such meetings may be held for the purpose of appraising and discussing the problems, if any, which arise concerning administration, interpretation or application of the Agreement or other matters which either party believes will contribute to the improvement in the relations between them within the framework of this Agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting collective bargaining negotiations or for any purpose which in any way will modify, add to or detract from the provisions of this Agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this Agreement and to find ways to overcome difficulties, influences or attitudes which interfere with such relationships.

Section 3. This Committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health, life and limb of employees and the City will make every reasonable effort to improve conditions that promote health and safety among the City employees. This Committee may make recommendations respecting conditions which in its opinion would make working conditions safer.

Section 4. The Committee shall be composed of three (3) Union Stewards, the Chief of Public Safety, Human Resources Director, and two (2) of the Chief's designees. Any recommendations to be made to the division concerning work rules or other work directives or conditions, must be adopted by a majority of the Committee.

ARTICLE 22

CHECK OFF

The Employer agrees that upon receiving written authorization by the employee from the Union, the Employer will deduct all dues, initiation fees and assessments designated by the Local Union. Such deductions shall be remitted by the Employer to the Local Union within fifteen (15) days from the end of the month in which such deductions occur.

ARTICLE 23

SCHOOLS AND TRAINING

Section 1. According to the needs of the Division, as determined by the Chief of Public Safety, the City will post all available schools and training sessions. Any employee desiring to attend must request it in writing within the time period specified. In the event the employee requests training or to attend school and his or her request is granted and the employee at the time of the request for training did request a change in work schedule, the employee's schedule shall be changed to comply with the amount of time needed to attend the training or school. The employee shall be paid forty (40) hours of pay for each week while attending the training or school. In the event the training or school is less than five (5) days, the employee shall be paid eight (8) hours for each day. Upon returning he shall complete a normally scheduled work week.

Section 2. All new hired communication specialists and sworn officers shall not be allowed to work except under supervision of a qualified person until he or she is deemed qualified by the Division.

Any field training officer who is assigned a probationary employee for training may request that the probationary employee be transferred to another officer. Final determination of grant or denial of such request shall remain the sole discretion of the Chief of Public Safety.

ARTICLE 24

DISCIPLINE, DISCHARGE OR SUSPENSIONS

The Employer shall not discharge, suspend nor discipline any employee without just cause, but in respect to discharge shall give at least one (1) warning notice of a complaint against such employee to the employee in writing and a copy of the same to the Union, except that no warning notice need be given to an employee before he is discharged or otherwise disciplined if the cause of such discharge is:

(1) Dishonesty.

(2) Drinking of, or under the influence of alcoholic beverage or

narcotics during the work day.

(3) Personal possession or use of illegal drugs, marijuana or LSD.

(4) Recklessness resulting in a serious accident while on duty.

(5) Failure to report an accident or criminal incident while on duty.

(6) Direct failure to follow the lawful order or work directive of a superior officer or supervisor.

(7) Conviction of a felony or class I misdemeanor (termination upon conviction of felony will be automatic; termination on the conviction of a class I misdemeanor will be in the discretion of the chief of the division).

(A) Any employee charged with any criminal charge of a class I misdemeanor or felony in any jurisdiction shall notify the chief or assistant chief on the division of such charge, and shall notify the chief or assistant chief of the division of the disposition thereof. Such notification shall be made prior to or immediately upon the employee reporting for duty following the filing of such charge or disposition thereof.

It is understood that there are other offenses or circumstances of extreme seriousness that an employee will be discharged for without a warning letter. Depending upon the circumstances and upon just cause, a lesser discipline to include demotion, suspension, or any other appropriate disciplinary action, short of discharge, may in the discretion of the division be implemented. It is further understood that a warning notice shall mean that further disciplinary action up to and including suspension or dismissal may occur if the condition causing the issuance of the warning letter is repeated or if other circumstances justifying disciplinary action in accordance with this Article occurs during the effective time of the warning notice.

The warning notice as herein provided shall be given to the employee with a copy to the Union within ten (10) working days of said complaint or within ten (10) working days of knowledge of said complaint and shall be consistent with the time limitations of Article 18 of this Agreement. The City shall be allowed reasonable time to investigate offenses of a criminal nature that may require disciplinary action prior to the initiation of disciplinary proceedings and in such circumstances the time limits for initiating disciplinary action shall not apply.

Discharge must be by proper written notice to the employee and the Local Union. Any employee may request an investigation of his discharge.

Demotion shall be effected by written notice to the employee and the Union; the notice of demotion shall contain the terms and specifications of the length of time, effect on pay grade, or any other relevant term of the demotion, as determined by the City.

An unsatisfactory work evaluation shall result in a written reprimand; and an unsatisfactory work evaluation shall be deemed a written reprimand for the purpose of this Article. Every effort will be made to provide verbal notice to employees performing at a substandard level prior to a formal written evaluation.

If any item on an evaluation is rated unsatisfactory, the work evaluation will be deemed unsatisfactory.

The resultant reprimand will be in regard to the item or items specifically rated as unsatisfactory.

ARTICLE 25

INSURANCE

The City shall provide a self funded health benefit plan, including hospitalization, surgical and major medical coverage, for all employees in the bargaining unit electing to be covered by such plan, upon the same terms as such benefit plan is offered to the general City employees. The City may institute a preferred provider network in conjunction with its self funded health benefit plan. Dependent and family coverage shall be at the employee's expense. Bargaining Unit members shall be entitled to participate in the dental care plan offered through the City on the same basis as such other plan is offered to the general City employees.

The City shall also provide to the members of the bargaining unit the life insurance benefit (currently at the level of $15,000.00) which is provided to the employee's of the City generally, and for which the City pays 100% of the premium.

A member of the Mitchell Police Division, as designated by the Union, shall be allowed to serve on the City's health benefit and insurance advisory committee, and shall have such rights as other employee members of the committee are afforded.

During the period that the employee is receiving workmen's compensation benefits for temporary total disability, the City shall continue to make the health benefit plan premium contribution for said employee that it was making for him at the time of injury.

Upon retirement, and to the extent and for so long as the general employees of the City are allowed to continue as a participant under the City's health benefit plan at their own expense, members of the bargaining unit, upon retirement, may continue as a participant under the City's health benefit plan, but must do so at their own expense.

ARTICLE 26

VACATIONS

Employees shall earn vacation pay as follows: during the first year of employment and through the fifth year of employment, employees shall earn eighty (80) hours per year vacation pay. Commencing the sixth year through the twelfth year, employees shall earn one hundred twenty (120) hours per year vacation pay. Commencing the thirteenth year, employees shall earn one hundred sixty (160) hours per year vacation pay.

Employees shall accrue vacation pay each pay period in the following manner: Those earning eighty (80) hours per year will earn five (5) hours of vacation pay for the first pay period of the calendar year and three (3) hours of vacation pay for each of the remaining twenty five (25) pay periods. Those employees earning one hundred twenty (120) hours of vacation pay will earn seven and one-half (7.5) hours of vacation pay for the first pay period of the calendar year and four and one-half (4.5) hours of vacation pay for each of the remaining twenty five (25) pay periods. Those employees earning one hundred sixty (160) hours of vacation pay will earn ten (10) hours of vacation pay for the first pay period of the calendar year and six (6) hours of vacation pay for each of the remaining twenty five (25) pay periods.

Employees shall accrue vacation pay as follows:

0 years through 5 years	-	80 hours
6 years through 12 years	-	120 hours
13 years thereafter	-	160 hours

The employee shall be allowed to accrue up to twenty (20) hours of vacation over their annual accrual, but in no case shall the maximum vacation hours be more than the individual's annual accrual at the time of their anniversary date.

Employees shall be allowed to select time off for vacation by seniority, within the practicalities of administration of the Division. Upon sixty (60) days notification to the Division, employees shall be granted time off for vacation up to the amount of earned vacation, subject to divisional requirements and manpower availability. In the event there is a conflict (if an employee requests) on the sixtieth day, seniority shall prevail and the employee or employees with the greatest seniority shall be advised their vacation time has been approved and shall not be changed unless an emergency exists. Seniority shall not apply to requests for time off within sixty (60) days of proposed time off.

Employees, upon termination or retirement, shall be paid for any unused vacation.

Vacation pay shall be the hours the employee would normally have been scheduled to work. Employer shall allow at least two (2) employees off per shift for vacation, schools, military leave and emergency leave, subject to manpower availability and administrative necessities.

A newly hired officer can use up to 40 hours of vacation for hours spent testifying in criminal court cases that may arise from his duties as a law enforcement officer at his/her previous department as verified by a court subpoena within the first two years of employment with the City of Mitchell. In the event that the employee leaves employment prior to repaying the 40 hours of vacation, those hours will be deducted from his or her final paycheck.

ARTICLE 27

HOLIDAYS

The following days will be recognized and observed as holidays as they occur during an employee's regular work period: New Year's Day, Good Friday (1/2 day, p.m.), Easter, Memorial Day, Independence Day, Labor Day, Native American Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day (1/2 day, p.m.), Christmas Day, **Presidents day**, Martin Luther King day, and such other days as may be designated from time to time by the City Council.

Holidays will be observed on the day that they fall.

In the event an employee is scheduled to work on any of the above named holidays, the employee shall receive time and one-half (1 ½) per hour for all hours worked, and be a granted a day off as holiday, in accordance with the provisions of Article 15, except on Easter, the employee shall receive time and one-half (1 ½) per hour for all hours worked, but shall not be granted a day off as holiday. If an employee's regularly scheduled day off falls on an above mentioned holiday the employee will be granted a day off as the recognized holiday within thirty (30) days.

Any employee not scheduled to work on a holiday and then is called into work, shall receive two (2) times the hourly rate for all hours worked in addition to the scheduled holiday at the employee's straight time rate of pay.

ARTICLE 28

JURY DUTY

Any regular full time employee called upon and selected for jury duty shall advise his supervisor upon receipt of such call. The full time employee shall be paid eight (8) hours pay at his regular straight time hour rate for each regularly scheduled work day lost because of absence on such jury duty, provided that any and all jury fees received by the employee are turned over to the Employer.

ARTICLE 29

DEATH IN FAMILY

In the event of a death in the immediate family, an employee will be permitted to take three (3) days of bereavement leave. Additional days may be granted by the Division Head and the time will be charged to annual leave. Family is defined as: husband, wife, child, step-children, parent, foster parent, step-parent, brother, step-brother, sister, step-sister, parent or foster parent of spouse, grandparents, grandchildren great-grandchildren, son-in-law and daughter-in-law. The term also includes a spouse's equivalent of the above. In the event of a funeral of a relative outside the immediate family, or close friend, an employee may take a reasonable amount of annual leave if approved by the Chief of Public Safety or person in charge in the event of the absence of the Chief.

ARTICLE 30

PROMOTIONS

Promotions to positions within the sworn personnel in the bargaining unit shall be filled from lists of employees and personnel obtained though open and competitive examinations and interviews. All otherwise qualified personnel shall be allowed to test for promotion and no test results older than one (1) year shall be considered in promotion selection. All personnel considered for a promotion shall take the same test but no personnel shall take the same identical test consecutively.

Service requirements shall be determined by the Division.

In the event there are no qualified employees with the required service time, consideration may be given to those employees who are qualified, but have not achieved the service requirement.

If a permanent job vacancy occurs within the bargaining unit in the non-sworn personnel and it is the City's decision that such job shall be filled, the job will be posted for a period of five (5) working days exclusive of the day of posting during which time all employees will be permitted to bid for the job. The City will post on all appropriate bulletin boards in the Division a notice that the vacancy exists and furnish a copy to the Union. Any employee desiring to apply for said vacancy shall sign such notice at his home station. Permanent assignment to the vacancy will not be made until the notice has been posted for five (5) working days. Eligible employees unable to sign because of absence due to compensable injuries, sickness or vacation, shall be considered as having signed the notice. Within thirty (30) working days after the closing date as specified in

the Notice of Posting, the City will indicate on the posted notice the employee who is selected for the vacancy and notify the Union of the selection. The criteria for awarding job openings shall be seniority, ability, experience and personal qualities required for the job.

ARTICLE 31

PAY PERIODS

Section 1. All employees covered by this Agreement shall be paid in full bi-weekly.

Section 2. Employees will be issued separate checks for grievance and back pay settlements.

ARTICLE 32

SICK LEAVE

Section 1. Each employee shall accrue sick leave at the rate of one (1) day per month. Sick leave shall accrue each pay period in the following manner. Employees shall earn eight and one-half (8.5) hours of sick leave the first pay period of the calendar year and three and one-half (3.5) hours of sick leave each of the remaining twenty-five (25) pay periods.

Employees shall be allowed to use sick leave for their own sickness or injuries and will be allowed to use up to thirty (**40**) hours of sick leave annually for the care and attendance of their husband, wife, children, step-children, foster-children, parent, or spouse equivalent, for sickness, injury and/or health care appointments. Use of additional accrued sick leave may be requested according to the Family Medical Leave Act.

Section 2. Upon separation of employment other than retirement, an employee will be eligible for payout of 1% per year of service of their accrued sick leave starting at the beginning of year six, and under the condition the employee is separating on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment is 25%

Upon separation by retirement, (defined by SDRS) death or layoff (reduction in force), an employee or beneficiary will be eligible for a payout of 25% of all accrued sick leave at the employees current rate of pay. Pay will be calculated at the current hourly rate of the employee at the time of such separation. Payment upon separation by retirement will be paid at the time of such retirement separation , provided notice of intent to retire is given prior to the finalization of the budget for the year in which the retirement separation will take place; otherwise such payment may be made in the ensuing budget year. Payment for sick leave upon separation by layoff may be made in the current budget year, or in the ensuing budget year, depending upon budgetary considerations.

Section 3. Employees injured on the job, shall be paid the difference between workmen's compensation and the employee's regular pay for a period of up to ninety (90) days, provided that the employee's own negligence is not the substantial cause for the injury or disability.

ARTICLE 33

PENSIONS

Pensions shall remain as now provided through and be governed by the South Dakota Retirement System.

ARTICLE 34

WAGES AND LONGEVITY

Section 1. Wages and promotional steps shall be in accordance with Exhibit A, attached hereto; provided however, in respect to all employees, that as an additional qualification for position step advancement, the employee must have a satisfactory evaluation rating for the prior 12 month. It is further understood in respect to any employee who for any reason spends more time in a particular pay grade than is regularly scheduled, as per the applicable Exhibit (A or B), the additional months will not be counted for purposes of pay grade placement within the step promotional system; in other words, each employee shall be required to spend not less than the regularly scheduled time in each grade prior to advancement to the next pay grade step.

The wage ranges shown in Exhibit A will be adjusted by 2.25% effective 1/1/2018, and 3% effective 1/1/2019.

Section 2. In addition to the employee's regular pay, Communications Specialists working ten (10) hour shifts shall receive differential pay in accordance to the following schedule for the shift worked:

9:00 p.m. to 7:00 a.m. - Eight dollars (**$8.00**)
5:00 p.m. to 3:00 a.m. - Seven dollars (**$7.00**)
12:00 p.m. to 10:00 p.m. - Five dollars (**$5.00**)

Patrol Officers working ten (10) hour shifts shall receive shift differential pay in accordance to the following schedule for the shift worked:

9:00 p.m. to 7:00 a.m. - Eight dollars (**$8.00**)
5:00 p.m. to 3:00 a.m. - Seven dollars (**$7.00**)
11:00 a.m. to 9:00 p.m. - Five dollars (**$5.00**)

Officers and Communication Specialists scheduled for regular eight (8) hour shifts shall receive shift differential compensation in accordance to the following: from

2:00 o'clock p.m. to 10:00 o'clock p.m. shall receive a night differential for each shift worked of **$6.00** in addition to the hourly rates. Officers and Communication Specialists scheduled from 10:00 o'clock p.m. to 6:00 o'clock a.m. shall receive a night differential for each shift worked of **$7.00** in addition to the hourly rates. Communication Specialists who work a duty shift commencing prior to 6:00 a.m. or a scheduled termination time after 7:00 p.m. shall receive shift differential of **$4.00** for each such shift worked.

Nothing in this section shall restrict the right of the City to administratively re-align shift start and finish times differently from above specified; provided, however, that if shift start and finish times are administratively so re-aligned, then the shift differential benefit provided for herein shall be appropriately re-allocated to obtain the equivalent effect as provided herein.

Any employee scheduled to work shift 4 and is assigned to work any other shift, shall receive an additional fifty cents (.50) per hour shift differential. This includes scheduled and unscheduled short-term shift reassignments.

Section 3. Any patrol officer/communication specialist who shall be in charge of a shift or portion of a shift, shall be entitled to an additional one dollar twenty-five cents ($1.25) per hour for all hours in charge.

Section 4. Detectives who are on-call shall receive seven (7) hours of pay for every week they are on-call. When called out from on-call status, Detectives shall be paid a minimum of two (2) hours overtime.

Detectives who are on call on a designated holiday shall receive an additional two (2) hours of overtime pay.

Section 5. Employees designated as field trainers engaged in the training of new employees, shall be compensated at the rate of one dollar fifty cents ($1.50) per hour for actual hours of service in the training of new employees, in addition to their regular applicable pay rates.

Section 6. Bargaining union employees shall be entitled to longevity compensation in accordance with the longevity compensation plan as from time to time applied by City to City employees generally. Upon separation of employment by resignation or retirement, the longevity compensation for employment within the last calendar year of employment shall be pro-rated based on the ratio of the number of days actually worked as compared to the number of days an employee would normally work within a full calendar year. See Exhibit C for compensation schedule.

ARTICLE 35

DRUG AND ALCOHOL TESTING

In compliance with the City's Drug and Alcohol Free Workplace Policy the City of Mitchell reserves the right to implement random drug and alcohol testing.

ARTICLE 36

MANAGEMENT RIGHTS

Section 1. The Employer shall have the right to exercise customary and ordinary functions of management, subject to and consistent with the terms and conditions of this Agreement.

Section 2. The Division Manual shall have full force and effect and shall be the official order of the Police Division, except as the same may be modified by the terms of this Agreement.

ARTICLE 37

NO STRIKE CLAUSE

Section 1. During the period of this Agreement, there shall be no strikes, stoppages, slowdowns, picketing or other interference with the operations of the City nor shall there be any abstinence in whole or in part from the full, faithful and proper performance of the duties of employment by individuals, or by concerting action with others.

Section 2. The City may discipline or discharge any employee who engages in any of the activities referred to in Section 1 of this Article, and such action shall not be subject to grievance and arbitration, upon any ground other than that the employee did not take part in any such activity.

ARTICLE 38

MISCELLANEOUS

Any Officer hired after January 1, 2008 shall be subject to the terms and conditions mutually agreed upon by the City and Union outlined in Exhibit D.

ARTICLE 39
CANINE OFFICER

During the time that the City of Mitchell utilizes a canine officer, the city agrees as follows:

Section1: At the conclusion of the canine's service career, the ownership of the animal may be transferred to its canine handler.

Section 2: The canine officer shall be allowed to use one day of accumulated sick leave due to the death of his/her canine.

Section 3: Consistent with the FLSA, the canine officer will receive .50 hours of pay per day for the daily care of the canine, which will count towards hours worked that day.

Section 4: The city agrees to pay for the boarding facility for one week while the canine officer is on vacation. The canine officer shall not receive the additional canine officer compensation for that week.

Section 5: The canine officer will receive .50/hour shift differential pay, for hours worked after 11 am.

ARTICLE 40

DURATION

Section 1. This Agreement shall be in full force and effect from January 1, 2017 to and including December 31, 2019, and shall supersede any prior Agreements between the parties.

Section 2. Either party may serve upon the other a notice prior to the 1st day of July of the contract year, advising that said party desires to revise or change terms or conditions of said Agreement. Nothing contained in this Contract shall be deemed however, to extend the effective date of this Contract beyond December 31, 2019.

For the City of Mitchell	For the Union Teamsters Local Union No. 120
_____	_____
Its Mayor	IBT Trustee
	_____
	Its Business Agent

Exhibit A

DEPT	POSITION	GRADE	FLSA
E911/2	Communications Specialist	11	N
PD/6	Detective	17	N
PD/8	Police Officer	16	N

2017 City of Mitchell Proposed Pay Plan (1.25% Steps, 103% Market, 1.25% for 2017)																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1	22,089.90	22,366.03	22,645.60	22,928.67	23,215.28	23,505.47	23,799.29	24,096.78	24,397.99	24,702.97	25,011.75	25,324.40	25,640.96	25,961.47	26,285.99	26,614.56	26,947.24	27,284.08	27,625.13
2	23,208.21	23,498.31	23,792.04	24,089.44	24,390.56	24,695.44	25,004.13	25,316.68	25,633.14	25,953.55	26,277.97	26,606.45	26,939.03	27,275.77	27,616.71	27,961.92	28,311.45	28,665.34	29,023.66
3	24,383.12	24,687.91	24,996.51	25,308.97	25,625.33	25,945.64	26,269.96	26,598.34	26,930.82	27,267.45	27,608.30	27,953.40	28,302.82	28,656.60	29,014.81	29,377.50	29,744.71	30,116.52	30,492.98
4	25,617.52	25,937.74	26,261.96	26,590.23	26,922.61	27,259.14	27,599.88	27,944.88	28,294.19	28,647.87	29,005.97	29,368.54	29,735.65	30,107.34	30,483.69	30,864.73	31,250.54	31,641.17	32,036.69
5	26,914.40	27,250.83	27,591.47	27,936.36	28,285.57	28,639.14	28,997.13	29,359.59	29,726.58	30,098.17	30,474.39	30,855.32	31,241.02	31,631.53	32,026.92	32,427.26	32,832.60	33,243.01	33,658.54
6	28,276.94	28,630.41	28,988.29	29,350.64	29,717.52	30,088.99	30,465.10	30,845.92	31,231.49	31,621.89	32,017.16	32,417.37	32,822.59	33,232.87	33,648.28	34,068.89	34,494.75	34,925.93	35,362.51
7	29,708.47	30,079.82	30,455.82	30,836.52	31,221.97	31,612.25	32,007.40	32,407.49	32,812.59	33,222.74	33,638.03	34,058.50	34,484.24	34,915.29	35,351.73	35,793.63	36,241.05	36,694.06	37,152.73
8	31,212.46	31,602.61	31,997.64	32,397.62	32,802.59	33,212.62	33,627.78	34,048.12	34,473.72	34,904.65	35,340.95	35,782.72	36,230.00	36,682.87	37,141.41	37,605.68	38,075.75	38,551.70	39,033.59
9	32,792.59	33,202.49	33,617.53	34,037.74	34,463.22	34,894.01	35,330.18	35,771.81	36,218.96	36,671.69	37,130.09	37,594.22	38,064.14	38,539.95	39,021.69	39,509.47	40,003.33	40,503.38	41,009.67
10	34,452.71	34,883.37	35,319.41	35,760.91	36,207.92	36,660.52	37,118.77	37,582.76	38,052.54	38,528.20	39,009.80	39,497.42	39,991.14	40,491.03	40,997.17	41,509.63	42,028.50	42,553.86	43,085.78
11	36,196.88	36,649.34	37,107.46	37,571.30	38,040.94	38,516.45	38,997.91	39,485.38	39,978.95	40,478.69	40,984.67	41,496.98	42,015.69	42,540.89	43,072.65	43,611.06	44,156.20	44,708.15	45,267.00
12	38,029.35	38,504.71	38,986.02	39,473.35	39,966.76	40,466.35	40,972.18	41,484.33	42,002.89	42,527.92	43,059.52	43,597.76	44,142.74	44,694.52	45,253.20	45,818.87	46,391.60	46,971.50	47,558.64
13	39,954.58	40,454.02	40,959.69	41,471.69	41,990.08	42,514.96	43,046.40	43,584.48	44,129.28	44,680.90	45,239.41	45,804.90	46,377.46	46,957.18	47,544.15	48,138.45	48,740.18	49,349.43	49,966.30
14	41,977.28	42,502.00	43,033.27	43,571.19	44,115.83	44,667.28	45,225.62	45,790.94	46,363.33	46,942.87	47,529.65	48,123.77	48,725.32	49,334.39	49,951.07	50,575.46	51,207.65	51,847.74	52,495.84
15	44,102.38	44,653.66	45,211.83	45,776.98	46,349.19	46,928.56	47,515.17	48,109.11	48,710.47	49,319.35	49,935.84	50,560.04	51,192.04	51,831.94	52,479.84	53,135.84	53,800.04	54,472.54	55,153.44
16	46,335.07	46,914.25	47,500.68	48,094.44	48,695.62	49,304.32	49,920.62	50,544.63	51,176.44	51,816.14	52,463.84	53,119.64	53,783.64	54,455.93	55,136.63	55,825.84	56,523.66	57,230.21	57,945.59
17	48,680.78	49,289.29	49,905.41	50,529.22	51,160.84	51,800.35	52,447.85	53,103.45	53,767.24	54,439.33	55,119.83	55,808.82	56,506.43	57,212.77	57,927.92	58,652.02	59,385.17	60,127.49	60,879.08
18	51,145.24	51,784.56	52,431.87	53,087.26	53,750.86	54,422.74	55,103.03	55,791.81	56,489.21	57,195.33	57,910.27	58,634.15	59,367.07	60,109.16	60,860.53	61,621.28	62,391.55	63,171.44	63,961.09
19	53,734.47	54,406.15	55,086.23	55,774.81	56,471.99	57,177.89	57,892.62	58,616.27	59,348.98	60,090.84	60,841.97	61,602.50	62,372.53	63,152.19	63,941.59	64,740.86	65,550.12	66,369.50	67,199.12
20	56,454.78	57,160.46	57,874.97	58,598.41	59,330.89	60,072.52	60,823.43	61,583.72	62,353.52	63,132.94	63,922.10	64,721.13	65,530.14	66,349.27	67,178.63	68,018.37	68,868.60	69,729.45	70,601.07
21	62,315.51	63,094.46	63,883.14	64,681.68	65,490.20	66,308.83	67,137.69	67,976.91	68,826.62	69,686.95	70,558.04	71,440.01	72,333.01	73,237.18	74,152.64	75,079.55	76,018.04	76,968.27	77,930.37
22	68,784.67	69,644.48	70,515.03	71,396.47	72,288.92	73,192.54	74,107.44	75,033.79	75,971.71	76,921.35	77,882.87	78,856.41	79,842.11	80,840.14	81,850.64	82,873.77	83,909.70	84,958.57	86,020.55
23	75,925.40	76,874.47	77,835.40	78,808.34	79,793.45	80,790.87	81,800.75	82,823.26	83,858.55	84,906.78	85,968.12	87,042.72	88,130.75	89,232.39	90,347.79	91,477.14	92,620.60	93,778.36	94,950.59
24	83,807.44	84,855.03	85,915.72	86,989.66	88,077.04	89,178.00	90,292.72	91,421.38	92,564.15	93,721.20	94,892.72	96,078.88	97,279.86	98,495.86	99,727.06	100,973.65	102,235.82	103,513.76	104,807.69
25	92,507.73	93,664.08	94,834.88	96,020.31	97,220.57	98,435.82	99,666.27	100,912.10	102,173.50	103,450.67	104,743.80	106,053.10	107,378.76	108,721.00	110,080.01	111,456.01	112,849.21	114,259.83	115,688.08
26	102,111.22	103,387.61	104,679.96	105,988.46	107,313.31	108,654.73	110,012.92	111,388.08	112,780.43	114,190.18	115,617.56	117,062.78	118,526.06	120,007.64	121,507.74	123,026.58	124,564.42	126,121.47	127,697.99
27	112,711.69	114,120.58	115,547.09	116,991.43	118,453.82	119,934.49	121,433.67	122,951.60	124,488.49	126,044.60	127,620.15	129,215.41	130,830.60	132,465.98	134,121.81	135,798.33	137,495.81	139,214.50	140,954.69

20	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**32**	**33**	**34**	
T	**U**	**V**	**W**	**X**	**Y**	**Z**	**AA**	**AB**	**AC**	**AD**	**AE**	**AF**	**AG**	**AH**	**Grade**
27,970.45	28,320.08	28,674.08	29,032.51	29,395.41	29,762.86	30,134.89	30,511.58	30,892.97	31,279.13	31,670.12	32,066.00	32,466.82	32,872.66	33,283.57	1
29,386.45	29,753.78	30,125.71	30,502.28	30,883.56	31,269.60	31,660.47	32,056.23	32,456.93	32,862.64	33,273.42	33,689.34	34,110.46	34,536.84	34,968.55	2
30,874.14	31,260.07	31,650.82	32,046.45	32,447.04	32,852.62	33,263.28	33,679.07	34,100.06	34,526.31	34,957.89	35,394.86	35,837.30	36,285.27	36,738.83	3
32,437.15	32,842.61	33,253.14	33,668.81	34,089.67	34,515.79	34,947.23	35,384.08	35,826.38	36,274.21	36,727.63	37,186.73	37,651.56	38,122.21	38,598.74	4
34,079.28	34,505.27	34,936.58	35,373.29	35,815.46	36,263.15	36,716.44	37,175.39	37,640.09	38,110.59	38,586.97	39,069.31	39,557.67	40,052.14	40,552.80	5
35,804.54	36,252.10	36,705.25	37,164.06	37,628.61	38,098.97	38,575.21	39,057.40	39,545.62	40,039.94	40,540.44	41,047.19	41,560.28	42,079.78	42,605.78	6
37,617.14	38,087.36	38,563.45	39,045.49	39,533.56	40,027.73	40,528.08	41,034.68	41,547.61	42,066.96	42,592.79	43,125.20	43,664.27	44,210.07	44,762.70	7
39,521.51	40,015.53	40,515.73	41,022.17	41,534.95	42,054.14	42,579.81	43,112.06	43,650.96	44,196.60	44,749.06	45,308.42	45,874.77	46,448.21	47,028.81	8
41,522.29	42,041.32	42,566.83	43,098.92	43,637.66	44,183.13	44,735.42	45,294.61	45,860.79	46,434.05	47,014.48	47,602.16	48,197.18	48,799.65	49,409.64	9
43,624.35	44,169.66	44,721.78	45,280.80	45,846.81	46,419.90	47,000.15	47,587.65	48,182.49	48,784.77	49,394.58	50,012.02	50,637.17	51,270.13	51,911.01	10
45,832.84	46,405.75	46,985.82	47,573.14	48,167.81	48,769.90	49,379.53	49,996.77	50,621.73	51,254.50	51,895.18	52,543.87	53,200.67	53,865.68	54,539.00	11
48,153.12	48,755.04	49,364.48	49,981.53	50,606.30	51,238.88	51,879.37	52,527.86	53,184.46	53,849.26	54,522.38	55,203.91	55,893.96	56,592.63	57,300.04	12
50,590.88	51,223.26	51,863.55	52,511.85	53,168.25	53,832.85	54,505.76	55,187.08	55,876.92	56,575.38	57,282.57	57,998.61	58,723.59	59,457.63	60,200.85	13
53,152.04	53,816.44	54,489.15	55,170.26	55,859.89	56,558.14	57,265.11	57,980.93	58,705.69	59,439.51	60,182.50	60,934.79	61,696.47	62,467.68	63,248.52	14
55,842.86	56,540.90	57,247.66	57,963.25	58,687.80	59,421.39	60,164.16	60,916.21	61,677.66	62,448.64	63,229.24	64,019.61	64,819.85	65,630.10	66,450.48	15
58,669.91	59,403.28	60,145.82	60,897.64	61,658.86	62,429.60	63,209.97	64,000.10	64,800.10	65,610.10	66,430.22	67,260.60	68,101.36	68,952.63	69,814.53	16
61,640.07	62,410.57	63,190.70	63,980.59	64,780.34	65,590.10	66,409.98	67,240.10	68,080.60	68,931.61	69,793.25	70,665.67	71,548.99	72,443.35	73,348.89	17
64,760.60	65,570.11	66,389.73	67,219.60	68,059.85	68,910.60	69,771.98	70,644.13	71,527.18	72,421.27	73,326.54	74,243.12	75,171.16	76,110.80	77,062.18	18
68,039.10	68,889.59	69,750.71	70,622.60	71,505.38	72,399.20	73,304.19	74,220.49	75,148.25	76,087.60	77,038.69	78,001.68	78,976.70	79,963.91	80,963.46	19
71,483.58	72,377.13	73,281.84	74,197.87	75,125.34	76,064.41	77,015.21	77,977.90	78,952.63	79,939.53	80,938.78	81,950.51	82,974.89	84,012.08	85,062.23	20
78,904.50	79,890.81	80,889.44	81,900.56	82,924.32	83,960.87	85,010.38	86,073.01	87,148.93	88,238.29	89,341.27	90,458.03	91,588.76	92,733.62	93,892.79	21
87,095.81	88,184.50	89,286.81	90,402.90	91,532.93	92,677.09	93,835.56	95,008.50	96,196.11	97,398.56	98,616.04	99,848.74	101,096.85	102,360.56	103,640.07	22
96,137.47	97,339.19	98,555.93	99,787.88	101,035.23	102,298.17	103,576.90	104,871.61	106,182.50	107,509.78	108,853.66	110,214.33	111,592.01	112,986.91	114,399.24	23
106,117.78	107,444.25	108,787.31	110,147.15	111,523.99	112,918.04	114,329.51	115,758.63	117,205.62	118,670.69	120,154.07	121,656.00	123,176.70	124,716.40	126,275.36	24
117,134.18	118,598.35	120,080.83	121,581.84	123,101.62	124,640.39	126,198.39	127,775.87	129,373.07	130,990.23	132,627.61	134,285.46	135,964.02	137,663.57	139,384.37	25
129,294.21	130,910.39	132,546.77	134,203.61	135,881.15	137,579.67	139,299.41	141,040.65	142,803.66	144,588.71	146,396.07	148,226.02	150,078.84	151,954.83	153,854.26	26
142,716.62	144,500.58	146,306.83	148,135.67	149,987.37	151,862.21	153,760.49	155,682.49	157,628.52	159,598.88	161,593.87	163,613.79	165,658.96	167,729.70	169,826.32	27

Exhibit C

Longevity

Years of Service	Longevity Amount	Years of Service	Longevity Amount
1	$50.00	16	$800.00
2	$100.00	17	$850.00
3	$150.00	18	$900.00
4	$200.00	19	$950.00
5	$250.00	20	$1000.00
6	$300.00	21	$1050.00
7	$350.00	22	$1100.00
8	$400.00	23	$1150.00
9	$450.00	24	$1200.00
10	$500.00	25	$1250.00
11	$550.00	26	$1300.00
12	$600.00	27	$1350.00
13	$650.00	28	$1400.00
14	$700.00	29	$1450.00
15	$750.00	30	$1500.00
		30+	$50.00 for each year of service

Explanation of Schedule

The above schedule is to be given out annually in the month of December.

Exhibit D

MITCHELL POLICE DIVISION
TRAINING AGREEMENT

In order to assure that the City of Mitchell Police Department does not invest time and money training persons for the position of officer without receiving the services of a fully trained officer for a reasonable period of time, the following agreement is made by and between the officer whose name is hereinafter set forth, hereinafter referred to as "Officer Candidate", and the City of Mitchell by and through the City of Mitchell Police Division, hereinafter referred to as "The Division".

1. The Officer Candidate agrees to undertake basic training at the South Dakota Law Enforcement Training Center for the required period of time commencing on the date set by the City of Mitchell for the enrollment of the candidate in the schooling and to successfully complete such training. He or she then agrees to serve as an officer in the Mitchell Police Division in any duty assignment assigned by the Division. Officer Candidate further agrees to devote full time to the training and subsequent service and to perform all assignments in a satisfactory manner.
2. The Division agrees to provide the law enforcement training specified above, to furnish food and lodging on the premises for the Officer Candidate while in training and to pay the Officer Candidate a wage during and subsequent to training as specified in the Mitchell Police Division policy manual.
3. Because many of the costs involved in training are difficult to allocate with exactitude and damages for breach of this agreement are, likewise, difficult to assess, the Officer Candidate agrees to pay the Division the sum of $15,000.00, not as a penalty, but as agreed upon liquidated damages, in the event that he or she terminates his or her employment with the Division during training or within the first 36 months subsequent to the date he or she has been awarded a certificate or diploma by the Commission on Law Enforcement and Criminal Justice attesting to satisfactory completion of the minimum curriculum of the South Dakota Law Enforcement Training Center. If the termination of employment occurs seven months or later after the certificate or diploma has been awarded, the liquidated damages above set forth shall be reduced by the sum of $500.00 per full calendar month of employment following the first six months of employment. By way of example, if the officer candidate terminates his or her employment two weeks into the tenth month of employment, he or she will be credited the sum of $1,500.00 against the liquidated damages, $500.00 for each full calendar month employed following the first six months of receiving said certificate or diploma.
4. If the officer candidate receives a disabling injury or illness that causes him or her to fail to satisfactorily complete or is dismissed during the basic training camp or requires the termination of his or her employment, no liquidated damages will be payable.
5. The exceptions in paragraph 4 above shall not apply in the event that there is substantial evidence that the Officer Candidate has been dismissed as a result of misrepresenting his or her basic qualifications for employment, or has caused his or her dismissal, failure, illness or injury in an attempt to avoid paying liquidated damages under the terms of this agreement.

6. Officer Candidate also states that the information placed on his or her formal application and that given for background investigation is accurate and complete to the best of his or her knowledge and belief. He or she recognizes that any breach of this agreement will be reported to future employers making inquiry.
7. It is understood that there may be other circumstances of extreme seriousness that may require an officer to terminate his employment with the city within the time period above discussed. The City may evaluate the circumstances and determine lesser liquidated damages.
8. This document embodies the whole agreement between the parties regarding the training of the officer candidate between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by the Division other than contained herein and contained in the Mitchell Police Division Policy Manual in affect on the date of this agreement. The foregoing provisions are understood and agreed to by the undersigned. In witness whereof the parties have executed this agreement on this _____ day of _____, 20 .

CITY OF MITCHELL

_____
Officer Candidate

By _____
Chief of Police

Exhibit E

Defined Approved Equipment List:

For Dispatch:

* Boots/Shoes that are required for specific work in which Communications Specialist is assigned to, and within standards of department policy.
* Personal clothing items such as watches (as mandated to have by policy, belts, and hot/cold weather clothing (i.e. undershirts).

For Patrol:

* Boots/Shoes that are required for specific work in which an Officer is assigned to, and within the standards of department policy.
* Hot/cold weather clothing to include but not limited to undershirts, long-johns, gloves (leather-frisk and/or cold weather).
*Additional duty belt items such as pouches, handcuffs, flashlights, cuff keys, muti-tools, and folding knives not exceeding 6" in length.
* Personal clothing items such as watches (as mandated to have by policy), and belts.
* All items must be department standard approved colors and without "excessive" advertisement on them as deemed fit by supervisors. Any other items purchased outside of this listing must be approved prior to purchase by the Chief of Public Safety or his designee.

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 10/17/2016

Requested By: Stephanie Ellwein

Desired Action of City Council

- ☐ Authorization
- ☑ Approval
- ☐ Resolution
- ☐ Ordinance
- ☐ Citizen Request
- ☐ Discussion

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

Agenda Item: Action to approve 2017-2019 CBA between IAFF and City of Mitchell

Explanation/Background of Agenda Item Requested:

Presented for approval is the collective bargaining agreement between the IAFF Firefighter's Association Local 4166 and the City of Mitchell. The agreement will be in effect from January 1, 2017- December 31, 2019. The agreement represents the items tentatively agreed to throughout the course of negotiations and is within the 2017 Budget that was adopted by the Council.

IAFF
MITCHELL FIRE FIGHTERS ASSOCIATON
LOCAL 4166

2017-2019 Bargaining Agreement Between
The City of Mitchell
And
Local 4166

Effective January 01, 2017 through December 31, 2019

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PREAMBLE

This agreement is entered into by and between the City of Mitchell, South Dakota, hereinafter referred to as the City, and Local #4166, International Association of Fire Fighters, hereinafter referred to as the Union.

This agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be effected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 1

RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for the positions of Fire Captain, Fire Marshal, Fire Fighter/EMT, Fire Fighter/Paramedic, all part-time employees and any newly created non-management uniform positions if they are eligible for membership in the unit. All references to employees hereinafter contained are to those employees covered by this agreement.

ARTICLE 2

MANAGEMENT'S RIGHTS

Section 1. Except to the extent expressly modified by a specific provision of this agreement, the City of Mitchell reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Mitchell Fire Division of the City of Mitchell, South Dakota, as such rights existed prior to the execution of this agreement with the Union including, but not limited to:

A. The right to operate and manage all manpower, facilities and equipment;

B. The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies that are not in direct conflict with any provision of the agreement;

C. The right to formulate, implement, modify, or discontinue standard operating procedures for the governing of the operation of the division. Standard operating procedures will be distributed to the union and shall be posted by the City on station bulletin boards and/or published in the form of a manual;

D. To determine work assignments or eliminate work schedules, locations or functions in accordance with municipal and divisional needs and to contract or

subcontract all or any of the functions of the Fire Division that does not take work away from the bargaining unit;

E. To transfer, promote or demote employees, or to lay-off, terminate or otherwise relieve employees from duty for just cause;

F. To recruit, select and determine the number and types of employees required;

G. To establish recognized fire service in-service training programs and requirements for upgrading employees;

H. To establish fire functions and programs, including the setting and amending of budgets;

I. To determine the utilization of technology and manpower and to modify organizational structures. To select, direct and determine the number of personnel engaged in total functions or any particular part thereof;

J. To perform any inherent managerial functions not specifically limited by this agreement and to take such other measures as the City or Mitchell Fire Division administration may deem necessary for the orderly and efficient operation of the Mitchell Fire Division so long as it does not conflict with this agreement.

Section 2. To the extent that the above rights are specifically limited, in whole or in part, by the provisions of this agreement, alleged violations are subject to the grievance procedure in accordance with Article 19, except regarding those issues identified in this agreement as being subject to the City Council appeal process only.

ARTICLE 3

PREVAILING RIGHTS

Section 1. The City agrees that except in an emergency, any employee practices allowed during working hours as of the effective date of this agreement will not be changed by rule or ordinance unless the change is first submitted to the Committee for Union Management Cooperation for consideration. After such consideration, the City may implement the proposed change. The change may be the subject of a grievance proceeding under the terms of this agreement, except in those matters identified in this agreement as being subject to the City Council appeal process. Emergency changes will be submitted to the Committee for Union Management Cooperation after implementation.

Section 2. The employer and the union agree that no changes shall be made to the terms and conditions of employment as set forth in this agreement for the term of this agreement except by mutual agreement of the parties in writing. Any disagreement

between the parties in this area shall be subject to the grievance procedure, except in those matters identified in this agreement as being subject to the City Council appeal process.

Section 3. The employer agrees not to enter into any agreements, including those provided by law, with the unit employees, individually or collectively, which in any way conflicts with the terms and provisions of this agreement.

ARTICLE 4

DISCRIMINATION

Section 1. The City and the Union agree not to discriminate against any employee covered by this agreement for any reason where discrimination is prohibited by federal or state law nor because of the employee's membership or non-membership in the Union. Other than union membership, any dispute concerning the interpretation and/or application of this section shall be processed through the City Council appeal process where applicable or the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

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ARTICLE 5

PAYROLL DEDUCTION OF UNION DUES

Section 1. The City shall deduct regular biweekly Union dues from the pay of each full-time employee covered by this agreement provided that at the time of such deduction there is in the possession of the payroll clerk of the City a current un-revoked written assignment, executed by the employee, in the form and according to the terms of the authorization form shown as Exhibit A and made a part hereof. Such authorization may be revoked by the employee and at any time by giving written notice thereof to the payroll clerk of the City.

Section 2. Previously signed and un-revoked written authorizations shall continue to be in effect for any employee reinstated following layoff, leave of absence, or suspension not exceeding sixty (60) days; previous authorizations of other employees rehired or reinstated shall not be considered in effect.

Section 3. Such authorized deductions shall be made from every payroll period of each calendar month and will, within ten (10) days, be remitted to the duly elected Treasurer of the Union. The Union shall advise the payroll clerk for the City in writing the name of such official of the Union.

Section 4. The City of Mitchell Finance Office will require any authorization or revocation to deduct Union dues ten (10) days prior to the beginning of the month in which the request shall take effect in order to process such request. If such authorization or revocation for Union dues is received later than ten (10) days prior to the beginning of the month, it will be processed the following month.

Section 5. At the time of execution of this agreement, the Union shall advise the payroll clerk of the City, in writing, the exact amount of regular biweekly Union dues in the exact dollar amount or dues formula amount for each Union member. If, subsequently the Union requests the City to deduct additional biweekly Union dues, such request shall be effective only upon written assurance by the Union to the payroll clerk of the City that additional amounts are regular biweekly Union dues duly approved in accordance with the Union's constitution and by-laws. Such form shall be in accordance with the form as shown herewith in Exhibit A and such form shall be treated for all purpose in like manner as the initial authorization form.

Section 6. The City shall not be liable for the remittance payment of any sums other than those constituting actual deductions made; and, if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction from the employee's next pay period in which Union dues are normally deducted after written notification to the payroll clerk of the City of the error or omission. If the City makes an overpayment to the Union, the City will deduct that amount from the next remittance to the Union. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article.

ARTICLE 6

HOURS OF WORK

Section 1. The City agrees to maintain a 27-day, 204-hour work schedule for employees assigned to a shift schedule only for the term of this agreement or until modifications are required by applicable state or federal wage and hour statutes. If it becomes necessary for the City of modify the 27-day 204-hour scheduling approach for any reason prior to the expiration of this agreement, the City or the Union may reopen the contract for the purpose of re-negotiating the work schedule and only those portions of this agreement directly impacted by the modification of the work schedule. The City agrees that all work schedules will conform to the regulations and requirements regarding hours of work, wages, overtime, and other provisions of the Federal Fair Labor Standards Act (FLSA) and all other Federal or State statutes that may be applicable.

Section 2.

A. All employees assigned to fire suppression or (EMS) Emergency Medical Service shift schedules shall be placed on a fixed work cycle. The beginning and ending time of the fixed work cycle shall be established as a result of the change in scheduled work time versus scheduled time off.

B. Time off schedules for employees assigned to a 27-day shift cycle, having regular starting and quitting times, may be permanently or temporarily changed by the City in order to meet the varying conditions and needs of the Division.

C. The Division will publish time off schedules for all fire suppression personnel.

D. When an employee is required to fill-in for another employee with a scheduled shift off, the fill-in employee shall be listed on the same list as the employee with the scheduled shift off.

E. Any requested changes on the scheduled shift off list shall be approved by the Station Officer or their designee in charge of the shift and employees directly involved.

F. The City agrees to maintain a work schedule based on an average 53-hour work week for fire suppression and EMS shift personnel.

Section 3. Fire Marshal: The Fire Marshal will be considered as a "regular, full-time employee" of the City of Mitchell. As such, his schedule will typically be on the basis of Monday-Friday from 8:00 a.m. to 5:00 p.m. Vacation, holidays, sick leave, funeral leave benefits will accrue and be paid out on the same terms as any other regular full-time employee who is not scheduled to shift work.

Section 4. In the event an employee attends a pre-approved school, seminars, or other training while off duty, the City agrees to compensate the employee for the time in accordance with the regulations and requirements regarding wages, overtime, and other provisions of the Federal Fair Labor Standards Act (FLSA) and all other Federal and State statutes that may be applicable. Time spent traveling to and from training can count towards the hours awarded by the supervisor for the "school day request shift".

Section 5. Part-time employees shall be required to work a minimum of One hundred fifty six hours (156) per calendar year. Those part-time employees that are minimally trained as certified firefighters/EMT-B and meet the minimum hours of work shall be considered fully trained staff members. Approved training shall count towards shift hours.

Section 6. Nothing in this article or anywhere else in this agreement shall be construed as a guarantee of a specific number of hours or work per week for any employee covered by this agreement.

ARTICLE 7

MANPOWER

The City agrees to provide staffing sufficient to maintain the operations of the Mitchell Fire Division at an effective level. The authority having jurisdiction through its Fire Division shall work toward implementation/compliance with the NFPA 1710 Standard. There shall be a joint committee composed of management representatives and labor representatives. IAFF LOCAL 4166, Union representatives shall be selected by the Union. Mitchell Fire Division representatives shall be appointed by the Chief of Public Safety.

The purpose of the committee will be to evaluate the Fire Division's compliance with the minimum criteria addressed in NFPA 1710 regarding the effectiveness, efficiency and safety of fire suppression operations, emergency medical service, and special operations delivery in protecting the public and fire division employees. Where applicable, the joint committee evaluation will also include a review of relevant local/state/provincial policies, regulations and statutes that address fire suppression operations, emergency medical service and special operations delivery.

Upon completion of the evaluation, the joint committee will recommend a written plan and schedule for compliance with the operational criteria identified within NFPA 1710. Division evaluation and development of a written plan and an implementation schedule will be completed within a time period determined by the Committee for Union Management Cooperation.

ARTICLE 8

WAGES

Section 1. The pay grade for Mitchell Fire Division employees is as follows:

Position
Part-time employees
Fire Fighter/EMT
Fire Fighter/Paramedic
Fire Marshal
Fire Captain

Section 2. Wages.

Pay grades shown in Appendix E shall be effective as of the first day of January 2017, except as otherwise specified in this agreement.

The pay grade shown in exhibit E will be increased by 2.25% on January 1, 2018 and by 3% on January 1, 2019.

Section 3. In no event shall an adjustment in step placement be made during the life of this contract except for just cause.

Section 4. The effective date of a step advancement will be computed from the employees anniversary date.

Section 5. Full-time employees will be eligible for step advancement pursuant to the following table:

FROM STEP	TO STEP	WAITING PERIOD IN MONTHS
1	2	12
2	3	12
3	4	12
4	5	12
5	6	12

Part-time employees will be eligible for step advancement pursuant to the following table:

FROM STEP	TO STEP	WAITING PERIOD IN MONTHS	HOURS OF CREDITED SERVICE
1	2	24	312
2	3	24	624
3	4	24	864
4	5	24	1080
5	6	24	1296

An employee must complete the regular waiting period within a particular step and must have completed the minimum number of hours prior to eligibility for advancement into the next step.

Section 6. The employee's step anniversary date, for purposes of step advancement eligibility, is the day and month established when an employee is placed into a new pay grade as the result of hire, promotion, reduction in rank, or transfer to another classification with a different pay grade. An employee's step anniversary date may be adjusted if the employee's service is interrupted by unpaid leave of thirty (30) or more calendar days in a year, if an employee's step advancement is delayed without

retroactivity on the basis of performance, or if the date is adjusted as the result of the terms of this agreement.

Section 7. All advancements into a new step shall be recorded on an Employee Status Change Form and a service rating shall accompany this form. The Chief of Public Safety must approve all step advancements.

ARTICLE 9

OVERTIME

Section 1. Employees covered by this agreement shall be paid at the rate of one and one-half (1 1/2) times their regular base hourly rate of pay any time an employee who is not already on or scheduled to be on duty (excluding time trades). He/she shall receive a minimum of one hour of pay at the overtime rate, except as otherwise specified in this agreement. All hours worked in this capacity shall be paid as overtime hours. However, an employee called in for extra duty while on a scheduled vacation shift, shall not receive overtime pay for those hours worked, but shall be paid at a regular rate and the equivalent number of hours will be reduced from the employees vacation request.

If any employee wishes to use vacation for work-related classes on a scheduled shift day, the actual hours of class time will be subtracted from the hours of vacation requested. Employees will not be allowed to utilize vacation for the entire shift in order to receive overtime pay.

Section 2. Extra Duty Roster
The City retains the right to require an employee to work extra duty after making a reasonable effort to obtain a qualified replacement. An extra duty roster shall be established and regulated in a Mitchell Fire Division Administrative Policy. Any changes to the extra duty policy shall be agreed upon by the Committee for Union-Management Cooperation. Employees will normally not be asked to work more than 50 hours in any 72-hour period except in an emergency situation or when other persons are not available to maintain staffing. In order to accommodate departmental needs, an EMT-Basic may be skipped on the roster in order to obtain staffing for an EMT-Paramedic.

Section 3. Compensatory Time
Compensation time, in lieu of overtime pay, may be requested by either the employee or supervisor and is subject to approval by Chief of Public Safety. Employees assigned to a 53-hour fire suppression schedule shall be allowed to accumulate compensatory time off, up to a maximum balance of forty eight hours (48). Compensatory time will be accumulated at the rate of one and one-half times the number of hours actually worked. Additional compensatory time may be accumulated under special situations or circumstances upon the approval of the Assistant Fire Chief or his designee.

Section 4. The provisions of this article shall not be construed to prevent the City from retaining necessary employees, as determined by the City, in those positions requiring specialized training or skills.

Section 5. Under no circumstances will a duplication or pyramiding of overtime hours be permitted in the determination of hours actually worked for purposes of computing overtime pay.

Section 6. Wildland Deployment Pay – Personnel that are on duty for the City while fighting wildfires, will be allowed to use vacation time *only* during their non-working hours at the wildfire. Vacation will *not* be used for hours actually worked at the wildfire while the Firefighter would have been working for the City. REF MEMO dated 4-5-13

ARTICLE 10

ACTING PAY

Section 1. Any Mitchell Fire Division employee, holding the rank of Fire Fighter who is appointed to act as an Officer in Charge, shall receive a $1.50/hour increase in his or her basic hourly rate, provided the employee first actually carries out the duties of the higher rank for 4 or more consecutive hours or more of each appointment. The employee shall receive this hourly differential retroactive for each hour worked in the acting capacity.

Section 2. To be eligible for acting pay the employee must actually work for the entire acting period and may not be absent through the use of time trades, paid time off benefits, or any other type of leave during the acting period.

Section 3. Except as specifically provided in this article, employees of the Mitchell Fire Division may be temporarily required to accept the responsibilities and carry out the duties of a position or rank above which he normally holds in the course of his normal duties without additional compensation.

ARTICLE 11

METHOD OF PROMOTION

Section 1. Criteria for promotion within the bargaining unit shall be as follows with respect to length of service qualifications:

Fire Captain	Five (5) years of full-time service in the Mitchell Fire Division. Satisfactory performance evaluation
Fire Marshal	Five (5) years of full-time experience in fire service and attendance at such Fire Academy classes as required by the Assistant Fire Chief. Satisfactory performance evaluation

Section 2. A permanent vacancy is created when the City decides to increase the work force and fill a new position(s) or when there is a termination, promotion, demotion, or discharge and the City decides to replace the previous incumbent. The City retains sole discretion in determining whether vacancies exist.

Section 3. Promotion examinations shall be conducted as deemed necessary by management to meet the needs of the Division.

Section 4. At any time during the first three (3) months immediately following the date of promotion the promotional employee may request to be returned to his former position. Requests of this nature will result in a return to the former position, with the return date to be determined by the Chief of Public Safety or his designee.

Holidays, vacation time, and sick leave shall not be considered a break in continuous time for purposes of this article.

Section 5. A promoted employee will not be eligible for a step advancement until the completion of the regular waiting period as outlined in Article 8, WAGES. The employee's step anniversary date for purposes of step advancement eligibility shall be established in accordance with Article 8, WAGES.

Section 6. The Committee for Union-Management Cooperation shall determine and agree upon a testing process and any additional qualifications prior to implementation.

ARTICLE 12

SENIORITY

Section 1. Seniority shall be defined as follows:

A. For purposes of this article, seniority of service shall be defined as the total length of continuous service with the employer since the employee's last date of hire into the department less any adjustments due to layoff, approved leaves of absence without pay, or any other breaks in service. If more than one person is hired on the same day, then that person occupying the highest position on the entrance examination list shall receive seniority preference. Where a tie exists in test score, seniority preference shall be based on alphabetical order of the person's last name.

B. For purposes of determining length of vacation, all continuous service within the City in any department shall be considered.

C. For purposes of determining vacation scheduling and holiday requests, all continuous service in the Mitchell Fire Division shall be considered.

Section 2. Seniority may be terminated for only the following reasons:

A. The employee quits.

B. The employee is discharged and or a reviewing court does not reverse the discharge.

C. The employee is laid off for a period of more than one (1) year.

D. The employee retires.

E. The employee fails to report to work within fourteen (14) calendar days after the City sends notification of recall by certified mail to the laid-off employee's last known address. To protect his seniority, it is the laid-off employee's responsibility to keep the Human Resources Department informed of the laid-off employee's current address and telephone number.

F. Absence from work due to off-the-job injury or sickness for 12 months following expiration of all paid time-off benefits.

Section 3. The city will maintain a seniority list of all full-time firefighters. The City will furnish the Union with a copy of the seniority list and post a copy on the bulletin board on or about the 15th day of January and the 15th day of July of each year that this contract is in existence. Such list will show names of employees, and their date of hire by the City. Employees must bring alleged errors on the seniority list to the attention of the Human Resources Department in writing sixty (60) calendar days of the list being issued, or such errors are waived by the employee affected and the list will stand as posted.

Section 4. Supervisors who are promoted out of the bargaining unit and remain in the Mitchell Fire Division shall continue to earn bargaining unit seniority and may exercise that seniority in the event a return to the bargaining unit is required.

ARTICLE 13

LAYOFF AND RECALL

Section 1. Whenever it becomes necessary in the Mitchell Fire Division for lack of work or funds or on grounds of economy or any other proper and legal or justifiable cause to reduce the work force in any rank category, the Chief of Public Safety shall designate the rank category from which the layoff shall take place. All full-time employees will be offered the opportunity to retain part-time employment. Employees serving in the affected rank category will be laid off in the inverse order of their appointment. The last one to be appointed will be the first one to be laid off.

Section 2. The City shall give at least thirty (30) days' notice to the Union of its intention to make force adjustments resulting in layoff.

Section 3. An employee who is notified by the City that the employee is to be laid off shall have seven (7) days to exercise the following options in the order listed:

1. Claim the job of the employee having the least seniority of all employees in the claimant's rank.

2. Claim the job of the employee having the least seniority of all the employees in the rank(s) the claimant previously held.

An employee may not claim a job unless the City determines he is able to perform satisfactorily and he meets the minimum qualifications for the position or is able to prove the ability to do so within thirty (30) calendar days after claiming the position.

Section 4. An employee whose job is claimed will be laid off unless the employee is eligible and able to avoid such layoff by exercise of the options listed in Section 3. The employee on entrance probation shall be laid off in inverse order of hiring.

Section 5. An employee who exercises an option under Section 3 and claims a position having a lower maximum biweekly rate of pay shall be decreased to the salary step closest to his present biweekly rate.

Section 6. The employee who is actually laid off shall be placed on a reinstatement eligibility list for two years. If there is a recall, employees shall be recalled to their former rank in the inverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled without further training.

Section 7. If the employee is recalled to a rank lower than the one he held at time of layoff, he shall have the right to return to the rank he held prior to being laid off in the event it subsequently becomes available.

The City shall not hire new employees in the bargaining unit as long as there are employees on the reinstatement list who are presently qualified to perform the work in the rank and are willing to be recalled to the said rank.

Section 8. The laid off employee shall accept and be available for re-employment within fourteen (14) calendar days after receiving the notice of recall. The notice of recall shall be sent to the laid-off employee's last known address by certified mail. To protect his seniority, it is the laid-off employee's responsibility to keep the Human Resources Department informed of the employee's current address and telephone number.

Section 9. Reinstatement of benefits for laid off employees re-employed through recall shall be as follows:

A. Any employee laid off and later re-employed by the City must apply for health/life/dental coverage as a new employee unless re-employed within 18 months of layoff provided the employee retains and pays for said coverage during those 18 months.

B. Pension benefits may be reinstated in accordance with SDCL Chapter 12 of the South Dakota Retirement System, Mitchell.

C. Laid off employees who are re-employed by the City within one (1) year since their layoff will have their sick leave accrual reinstated and the employee will earn sick leave at the present accrual rate. Employees not recalled within one (1) year shall be paid for any accrued sick leave based on Article 25, Sick Leave Payout.

D. When an employee is laid off from City service, the employee will be paid in full for vacation hours earned to date. If an employee is reemployed with the City before the one (1) year has elapsed since layoff, that employee will begin to accrue vacation leave at the same rate as when the employee was laid off.

E. All seniority rights will be retained but not accumulated during layoff and reinstated upon re-employment within one year from the date of layoff.

Employees called back to work at their former rank shall be eligible for the rate of pay then in effect for the position that they are called back to fill.

ARTICLE 14

LEAVES OF ABSENCE

Section 1. Absence from duty without leave or failure to report after leave has expired or has been disapproved; revoked, or canceled shall be grounds for suspension, reduction, or discharge.

Section 2. Military leaves of absence shall be taken in accordance with Article22, MILITARY SERVICE LEAVE.

Section 3. Should a probationary employee be absent from the job for an approved leave without pay, the probationary period will be extended to enable the employee to complete a full probationary period.

Section 4.Family Medical Leave

Please see the Human Resources Department or your immediate Supervisor for more information regarding Family Medical Leave Act. Anything not included and covered by federal or state regulations will be adhered to according to the law. The City of Mitchell does not surrender or relinquish any rights of the FMLA not covered by this policy.

8.5.1 Introduction

The Family and Medical Leave Act of 1993 (FMLA) guarantees the right of eligible employees to take up to a total of twelve (12) weeks of leave per year, either in one continuous absence or on an intermittent basis, for one or more of the following reasons:

A. Upon the birth of the employee's child
B. Upon the placement of a child with the employee for adoption or foster care
C. When the employee is needed to care for a child, spouse, or parent who has a serious health condition
D. When the employee is unable to perform the functions of his or her position because of a serious health condition

In addition, eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care to a covered service member during a single 12-month period.

To be eligible for such leave, the employee must meet all the requirements established by federal regulations

8.5.2 Definitions

Child – The biological child, an adopted child, a foster child, stepchild, legal ward, or a child of a person standing “in loco parentis” of person who is either under age 18 or is over age 18 but incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

Parent – A biological, adoptive, step or foster father or mother or and other individual who stood “in loco parentis” to the employee when the employee was a son or daughter as defined.

Spouse – A husband or wife as defined or recognized under applicable state law.

12-month period - The calendar year commences the first day of the leave and ends upon the completion of a full year. It is a calendar year measuring forward. For example, if the leave starts January 1, 2001, the 12-month period is January 1, 2001 through December 31, 2001; if the leave takes place on May 13, 2001, then the 12-month period is May 13, 2001 through May 12, 2002 etc.

Serious Health Condition - An illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, residential medical care facility, or continuing treatment by a doctor.

Continuing Treatment includes any one or more of the following:

A. A condition involving incapacity for more than three (3) consecutive, full calendar days that also involves two or more treatments by or under the supervision of a health care provider; or one treatment followed by a regimen of continuing treatment.
B. Incapacity due to pregnancy or for prenatal care.
C. Incapacity or treatment for a chronic serious health condition that 1) requires periodic treatments by a health care provider; 2) continues over an extended period of time; 3) may involve occasional periods of incapacity.
D. Permanent or long-term incapacity due to a condition for which treatment may be ineffective and which requires the continuing supervision of a health care provider.
E. Absences for multiple treatments by a health care provider for either restorative surgery or a condition that is likely to result in incapacity of more than three consecutive calendar days without medical intervention.

Health Care Provider - A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State of South Dakota, or any person determined by the U.S. Secretary of Labor to be capable of providing health care services.

8.5.3 Eligible Employees

To be eligible for absence under the FMLA, the employee must meet all the requirements established by federal regulations. The employee must have been continuously employed by the City for a 12-month period immediately preceding his/her request for absence and during that 12-month period must have worked at least 1,250 hours. The onset of the leave will commence after three (3) consecutive absences and in accordance with FMLA standards.

8.5.4 Notice

Upon the City receiving information of a leave/condition that qualifies under FMLA, notice will be sent to the employee of their FMLA requirements.

The employee is required to provide the City with thirty (30) days notice of absence when it can be reasonably foreseen. When thirty (30) days advance notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the City's normal call-in procedure.

The employee must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken and certified. Employees may be required to provide a certification and periodic recertification supporting the need for leave.

8.5.5 Certification

Requests for leave due to a serious medical condition of the employee or qualified member of employee's family shall be verified by the certification of a qualified health care provider; this certification shall contain the following:

A. The date when the serious health condition began

B. The probable duration of the condition

C. The appropriate medical facts within the knowledge of the health care provider regarding the condition

D. If the leave is due to the employee's serious health condition, the certificate must include a statement that the employee is unable to perform the functions of his or her position

E. If planned medical treatment is the reason for the leave and employee wants intermittent leave or leave on a reduced time schedule, the date when the treatment begins and the estimated duration of the treatment

F. If the leave request is necessitated by a serious medical condition of the employee or the employee's child, spouse or parent, the certificate shall state that there is a medical necessity for the leave and an estimate of how long the leave will be The employee may be required to obtain a second opinion at the employer's cost from a second health care provider of the employer's choice. If the second opinion conflicts with the first opinion, the employer may request a third opinion at the employer's cost. The employer and the employee must jointly agree on the person providing the third opinion. The third opinion is final and binding. Employees should obtain the Certification Form from the Human Resources Office.

8.5.6 Effect on Pay and Benefits

During the term of paid Family Medical Leave, employee shall accrue annual and sick leave. Employee health insurance benefits shall continue to be in effect with or without pay. The City shall continue to pay their portion of benefits normally paid by the employer. The employee shall be responsible for payment of any premiums (s)he normally pays through payroll deductions. Such payments must be made by mail or in person to reach the Finance Officer no later than the last working day of the month prior to the next following month of insurance coverage.

During the term of unpaid Family or Medical Leave, no pay or other benefits shall accrue, with the exception of any group health benefits that were in effect at the time of commencement of such leave or new group health benefits which are provided by the

employee during the FMLA leave. Group health insurance shall be continued in force for the duration of family or medical leave and the City shall continue to pay that portion of benefits normally paid by the employer. The employee shall be responsible for payment of any premiums (s)he normally pays through payroll deductions. Such payments must be made by mail or in person to reach the Finance Office of the City no later than the last working day of the month prior to the next following month of insurance coverage.

8.5.7 Failure to Provide Certification

Employee may lose eligibility of the Family Medical Leave Act if proper certification is not completed prior to onset of leave or within fifteen (15) days of the onset of the serious health condition.

8.5.8 Return to Work

When an employee is out on FMLA due to a "serious health condition" (as defined
previously), employees are required to provide a medical certificate attesting to his/her fitness for duty before being restored to employment. Failure to provide this certificate may delay an employee's return to work.

8.5.9 Failure to Return to Work

If the employee fails to return to active employment upon the expiration of the maximum twelve (12) weeks of leave provided under this section, the employee shall be responsible for repayment of any employer-paid health care premiums unless the failure to return is based upon the continuance, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control. In such instances, the employee must provide in a timely manner a certification by a health care provider attesting to his/her inability to return to active employment.

8.5.10 Effect of Redeployment and Other Rights

Upon expiration of a duly authorized absence under this section, the employee shall be reinstated to the same position held at the time such leave commenced or an equivalent position with the same or an increase in pay, benefits, and other terms and conditions of employment. No employee shall be interfered with, discriminated against, disciplined, or otherwise restrained from exercising his/her rights under the Family and Medical Leave Act.

Section 5. An employee on approved unpaid leave of absence annually exceeding thirty (30) days shall accrue seniority through the thirtieth (30th) day of leave, and shall retain his seniority as of that day. Seniority shall not be accumulated following the thirtieth (30th) day of unpaid leave annually except as specifically provided by State or Federal law.

When an employee is suspended without pay for just cause, or absent without authorization, all accruals of vacation and sick leave will be suspended as well for the entire period of unpaid absence.

An employee on an authorized unpaid leave of absence is not guaranteed reemployment at the termination of the leave except as specifically otherwise provided in this agreement or by State or Federal law.

Section 6. Voting Leave: Employees whose work schedule does not enable them time to vote during the time the polls are open shall be allowed up to two consecutive hours to vote. Such time shall be treated as hours worked for the purpose of pay and accrual of leaves.

Section 7. Maternity leave. The City of Mitchell shall treat maternity leave the same as any other temporary disability. The Committee for Union Management Cooperation shall develop a limited light duty policy addressing maternity leave.

Section 8. Each leave of absence must be accompanied by a leave slip. Such leave slips must indicate the dates of leave, type of leave to be taken or the reason leave is taken and the number of hours of leave to be taken. The types of leave that require exhibit I to be completed are as follows: Vacation, sick leave, leave without pay, maternity leave, extended leave for illness or temporary disability, military leave, and personal emergency leave.

Each leave slip must be signed by the employee's immediate supervisor prior to the leave being taken. In circumstances such as emergency or unexpected illness, the leave slip is to be submitted as soon as possible when the employee returns.

Section 9. Except as otherwise provided in this agreement or by State or Federal law, health/dental/life insurance coverage may be continued during a leave of absence without pay, so long as the employee continues to pay 100% of the premium for that coverage at the City group insurance rates one month in advance of coverage.

Section 10. Any additional unpaid leave must be requested and approved by the City Council.

ARTICLE 15

JURY DUTY

Section 1. An employee called upon for jury duty must submit notification of the jury assignment date to the Division head or designee.

Any employee who is called upon for jury duty shall not suffer any loss of pay; provided, however, that upon the termination of jury duty, the employee shall as soon as practicable following the actual date of the termination of jury duty submit to the payroll clerk, a report of the money received as a juror. That amount received as a juror will be deducted from the employee's next paycheck. An employee who is compensated for jury duty on a

day that is other than a regular scheduled work day shall retain such compensation for that day without paycheck deduction.

Annual vacation and sick leave benefits shall accrue at the normal rate for employees during jury duty.

ARTICLE 16

TIME TRADES

Section 1. Fire suppression employees shall have the right to trade shifts with the approval of the Captain or Assistant Fire Chief subject to the restrictions set forth in this article, and when the change does not interfere with the normal operation of the Mitchell Fire Division.

Shift exchange or time trade between employees of unequal rank will be allowed only by special permission of the Captain or Assistant Fire Chief.

Section 2. The City shall incur no additional wage responsibility or additional accrued benefits liability because of a shift exchange.

Section 3. The hours worked shall be excluded by the City in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he had worked his normal work schedule for that shift.

Section 4. The practice of an employee who relieves another employee on a previous shift prior to his scheduled starting time shall not be considered as time trade.

Section 5. Time trades shall be documented on a Time Trade Authorization Form substantially the same as shown in Exhibit B, and approved by the Captain or Assistant Fire Chief prior to the commencement of the shift exchange or time trade. Documentation shall be governed by Mitchell Fire Division.

Section 6. Employees who have already agreed to work a certain period of time for another employee as a time trade will not be permitted to trade time with another employee to work the same period on the same scheduled day. The Captain or Assistant Fire Chief may specifically authorize exceptions to this restriction should the on-duty employee be required to leave work to attend to a verifiable personal emergency.

Section 7. Deviations from the provisions listed in this article shall be allowed only by special permission of the Assistant Fire Chief or his designee.

Section 8. Time trades shall not be permitted or used to extend an employee's date of separation from the City.

Section 9.In the event the employee working a time trade becomes sick before the workday starts, the employee originally scheduled to work shall be responsible for arranging a replacement to work his part of the time trade**.**

ARTICLE 17

UNION BUSINESS

Section 1. The City agrees to grant the necessary time off, without discrimination and without pay, to three (3) Union officers and a reasonable number of official delegates designated by the Union to attend a labor convention and to any one person the necessary time off, without discrimination and without pay, to serve up to two (2) years in any official Union capacity. It shall be the union member's responsibility to ensure their shift is covered by a qualified replacement employee. Five (5) days notice of absences will be given by the Union to the City, but absences for labor conventions shall require fifteen (15) days notice.

Section 2. Members of the Union Negotiating Team will be allowed to attend contract negotiation sessions with the City, or routine union committee meetings in their assigned duty stations which do not disrupt normal departmental operations, during regularly scheduled duty hours for a maximum of six (6) hours per week. Such time spent in negotiation sessions or in routine union committee meetings during duty hours shall be used in computing weekly overtime. The employee will be subject to call by the Chief Officer in Charge.

Section 3. The Union shall designate one steward for each fire station and one alternate steward to replace any regular steward unable to perform their duties. A current list of stewards and alternates shall be furnished to the Chief of Public Safety and to the Chief Officers.

Section 4. The steward so designated shall investigate and present grievances to the Chief of Public Safety or his designated representative of the shift or division affected in accordance with the provisions of this agreement.

Section 5. Each steward shall be permitted a period of time not to exceed 52 hours per year to investigate, present, and process grievances during working hours without loss of time or pay. Such time spent investigating and processing grievances during duty hours shall not be used in computing overtime.

Section 6. Union business, including but not limited to union meetings, and committee meetings will be allowed during duty hours as long as they do not interfere with department training or other department business.

ARTICLE 18

GENERAL RULES AND REGULATIONS

Section 1. The general rules and regulations of the department are hereby adopted by this reference, attached hereto and marked Exhibit C, and by this reference made a part of this contract the same as though set out in full.

Section 2. Except in an emergency that precludes prior discussion, changes in the general rules and regulations will first be submitted to the Committee for Union-Management Cooperation for consideration. After such consideration, the City may implement the proposed change. Emergency changes in the general rules and regulations will be submitted to the Committee for Union-Management Cooperation after implementation. The change may be the subject of a grievance proceeding under the terms of this agreement, except in those matters identified in this agreement as being subject to the City Council appeal process.

Section 3. Disputes over new or changed general rules and regulations shall be subject to the grievance procedure, except in those matters identified in this agreement as being subject to the City Council appeal process.

Section 4. Changes in the general rules and regulations will be distributed to the union and such rules and regulations shall be posted by the City on station bulletin boards and/or published in the form of a manual.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute involving the interpretation or application of an express provision of this agreement raised by an employee or by a group of employees with respect to a single common issue. Matters identified in this agreement as subject to the City Council provisions and appeal procedures shall not be subject to the Grievance procedures set forth in this agreement.

Section 2.

> Step 1. Within the twenty (20) day time limit specified in Section 3 of this article, the employee or his designated representative may submit a grievance, and any such grievance shall be submitted in writing using a grievance form as shown in

Exhibit D to the Chief of Public Safety and/or his designated representative. The grievance form shall be signed by the aggrieved employee and/or his/her union representative if designated. An incomplete grievance form shall be returned to the aggrieved employee and/or his designated representative for completion and the time limits will be extended up to fifteen (15) calendar days or until the form is returned in its completed format, whichever is the lesser. The written grievance shall contain a complete statement of the facts, the provision(s) of the agreement which the City is alleged to have violated, the date of the alleged violation, and the relief requested. The aggrieved employee shall have the right to process his grievance individually, by the union, and/or by an attorney. The Chief of Public Safety and/or his designated representative shall give the employee a written answer within fifteen (15) calendar days after the completed grievance is presented. In addition to the information included in Step 1 of this procedure, the written grievance shall contain an explanation of why the Chief of Public Safety's answer at Step 1 was rejected. The Fire Chief or his designee shall discuss the grievance within fifteen (15) calendar days with the employee and the Union representative if designated at a time mutually agreeable to the parties.

Step 2. If the aggrieved employee is not satisfied and the grievance is still unresolved, the employee may appeal under the provisions of SDCL 3-18.

Section 3. No grievance shall be entertained or processed unless it is submitted at Step 1 within twenty (20) calendar days after the discovery of the event giving rise to the grievance or within twenty (20) calendar days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered 'waived.' If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limits applicable in any step of the process, the aggrieved employee and/or the Union may elect to treat the relief requested in the grievance as denied at that particular step.

Section 4. It is agreed that all time limitations in this article may be extended by mutual Agreement of all parties involved. Extensions must be granted in writing.

Section 5. No written incident report or records of disciplinary action shall be entered into an employee's official personnel file unless the City first advises the employee of its intent to enter such writings in the file and affords him an opportunity to read and obtain copies of any material in the employee's official personnel file.

When reasonably required, in the judgment of the union to process grievances, the City will make available to the union for review at a place and time designated by the City an employee's official personnel file; however, no steward or union official shall be permitted to review or obtain copies of materials in an individual employee's official personnel file without the express and specific written consent of the employee.

Section 6. Any reprimand that may become a part of an employee's official personnel file or may result in suspension or discharge shall be given, in writing, to the employee affected by the Chief of Public Safety and/or his designated representative and shall be done at an appointed time with such employee having the right to have a union steward and/or other union representative present.

ARTICLE 20

VACATIONS

Section 1. Accumulation—Full-Time Employees.

A. Any regular full-time employee of the Mitchell Fire Division shall be granted vacation with pay provided such leave shall be based on the employee's employment anniversary date and shall accrue on a bi-weekly basis.

B. Vacation leave accrual shall begin with the employee's first day of regular employment, but may not be used until the employee has completed six full months of continuous employment.

C. Employees of the Mitchell Fire Division who are assigned to a 24-hour shift schedule shall receive a full or prorated vacation benefit with full pay based on the following schedule, and each new level in the schedule shall become effective in the bi-weekly pay period in which the employee's employment anniversary date occurs, and available for use at that time:

Years of Service	Monthly Accrual Level	Yearly Accrual Level	Maximum Accrual
Less than 5	10.00 hours	5 days	120 hours
5 but less than 13 . . .	14.00 hours	7 days	168 hours
13 and over……... . . .	20.00 hours	10 days	240 hours

D. Employees assigned to a forty-hour schedule shall receive a full or prorated vacation benefit with full pay based on the following schedule, and each new level in the schedule shall become effective in the month in which the employee's employment anniversary date occurs, and available for use on the first day of the following month:

Years of Service	Yearly Accrual Level	Maximum Accrual
Less than 5 Pay Period 1 5 hours Pay Periods 2-26: 3 hours	10 days	80 hours
6 through 12 Pay Period 1: 7.5 hours Pay Periods 2-26: 4.5 hours	15 days	120 hours

13 years and over	Pay Period 1: 10 hours Pay Periods 2-26 6 hours	20 days	160 hours

E. Employees are allowed to accrue up to 20 hours of vacation over there maximum accrual. Any hours over the maximum accrual will be lost if not used by the last day of the payroll in which the employee's anniversary date occurs.

F. Leave notification, with the exception of Sick Leave, will be provided to the Officer in Charge of the shift that leave is being requested for. Notification will be provided no less than twelve (12) hours prior to the start of the requested shift. Requests for leave on the day requested may be approved by the Officer in Charge for emergency situations. Any denial of requested leave may be appealed by the employee to the Assistant Fire Chief.

G. Vacation leave for employees assigned to a 40-hour schedule shall be taken in increments of not less than one hour.

H. The provisions of this article shall be effective as of January 1, 2005.

Section 2. When Taken.

A. Vacation shall be taken at the time the captain or officer in charge shall designate. In designating vacation time, the seniority and preference of officers or employees shall be followed unless absence of the employee or officer will impede the operation of the Division. Requests shall be approved or disapproved on the day submitted to the officer having authority.

B. Employees may schedule vacation prior to its anticipated accrual, but may not use vacation until after it has been accrued as specified in this article.

C. Vacation time shall not be scheduled or used in any manner for purposes of extending an employee's official date of separation from the City.

D. Of the hours that may be carried over, shift employees may be permitted to use 24 hours of vacation to replace lost hours due to a snow emergency declared by the City. After a snow emergency has been declared by the Mayor, the Chief Officer in Charge shall have the discretion to approve the use of the 24 hours of carry over vacation for purposes of a personal snow day.

Section 3. Maximum Balance and Payment.

A. Employees assigned to a 24-hour shift schedule may accumulate vacation as set forth in Section 1 of this article without limitation, provided that the

employee's maximum balance of unused vacation shall not exceed hours specified in Section 1. Any hours in excess of maximum accrual limits as specified in Section 1 will be forfeited unless an exception is approved by the City Council.

B. Employees assigned to a 40-hour schedule may accumulate vacation as set forth in Section 1 of this article without limitation, provided that the employee's maximum balance of unused vacation shall not exceed hours specified in Section 1. Any hours in excess of maximum accrual limits as specified in Section 1 will be forfeited.

C. In the event of discharge, resignation in good standing, or in the event of death, any vacation time the officer or employee has accumulated and has not used before the date of separation of his employment, up to a maximum as specified in Section 1, shall be paid at the employee's regular base hourly rate as of the date of separation to the officer or employee or to the surviving spouse or if no spouse survives, to his estate.

D. Except as specifically set forth in this article, no payment may be made in lieu of vacation.

Section 4. If an employee is absent from work due to a duty-incurred injury, and such absence causes the employee to be unable to schedule some of his remaining unused vacation, the employee shall be permitted to carry-over the amount of vacation unused due to the duty-incurred injury or illness into the next calendar year to be used as leave. This vacation carry-over amount shall not exceed amount as specified in Section 1 of this article.

ARTICLE 21

HOLIDAYS

Section 1. Holidays shall mean days in which regular employees of the City whose services are not essential on holidays, are permitted to absent themselves from work with pay.

Section 2. Holiday Leave Eligibility for Shift Employees. Compensation for holidays for Firefighter on a 24 hour shift shall be considered as being 5-24 hour annual leave days per year, credited towards annual leave time on the following dates:

24 hours – February 1
24 hours – April 15
24 hours – July 1
24 hours – September 15

24 hours – December 1

A. Holidays shall not be scheduled or used in any manner for purposes of extending an employee's official date of separation from the City.

B. Employees anticipating resignation or retirement in a given year may not reserve holidays from being scheduled in that year for purposes of receiving those holidays in pay at the time of their separation from the City.

C. A shift employee on unauthorized leave or suspension without pay for his regularly scheduled shift on the date of the official holiday, or the shift before if not scheduled to work on the date of an official City holiday shall not be eligible to receive holiday leave for that official holiday.

Section 3. Religious Holidays. An employee may take days, or portions of days, off for religious observances, consistent with the operational needs of the Division and approval of the Chief or their designee. Such time off is charged against accrued annual leave, without pay, or compensatory time.

Section 4. Call-in Holiday Pay. Those employees not scheduled to work on City recognized full day holidays as listed, shall be paid at double their normal duty rate of pay for hours worked. Those employees scheduled for extra duties, but not scheduled to work their normal scheduled 24 hour shift on the 4th of July, shall be paid double their normal duty rate for hours worked. Employees called in for less than 1.17 hrs will automatically be given 2 hours at their double pay rate. Any call above the 1.17 hrs will be paid only their double pay rate. Employees called in using the extra duty roster to work the holiday will receive their normal time and a half pay. Holiday pay will be calculated from midnight to midnight on the designated holiday.

This shall not apply to employees called in using the extra-duty roster.

A. New Year's Day.
B. Easter Sunday.
C. Memorial Day.
D. Independence Day.
E. Labor Day.
F. Veterans' Day.
G. Thanksgiving Day.
H. Christmas Day.

ARTICLE 22

MILITARY SERVICE LEAVE AND REEMPLOYMENT RIGHTS

It is the intent of the City of Mitchell to comply with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and any subsequent amendments. As such, the following is recognized:

Section 1. Any employee who participates in any branch of the military service of the United States is covered by and subject to Federal Statute, U.S. Code Title 38, Chapter 43 and all other applicable statutes.

Section 2. Request for Military Leave of Absence. An employee who wishes to be granted military leave of absence must submit the request and a copy of his/her official orders or other records from the military service to his immediate supervisor or department head prior to the dates of attendance. If the reservist or National Guard member submits a copy of his official annual training schedule prior to the beginning of the year's military activities, the employee need only submit separate requests and orders for those training duties not included on the annual schedule, or when the annual schedule is modified.

Section 3. Active Duty. An employee who enlists or is called into active duty for the military service of the United States or who, in time of national emergency, voluntarily enlists for active duty, shall be granted military leave for the time necessary to permit completion of the military service.

In order to have reemployment rights, a person leaving active duty in the military service of the United States must comply with USERRA.

Section 4. Reserve or National Guard: Initial Active Duty for Training, Annual Encampment, Weekend Drill, and Other Training Duty. An employee who enlists as a reservist or a member of the National Guard shall be granted time off without pay for initial active duty for training, annual training encampment, weekend training drills, and other active and inactive training duty.

The reservist or National Guard member must report back to his civilian job at the beginning of his first regularly scheduled shift on the first day after the completion of initial active duty for training or other training duty plus the necessary travel time to return from the training site to the place of employment. He is also entitled to a reasonable rest time, and a reasonable time thereafter if return is delayed by factors beyond his control. If an employee fails to report to his job within this specified time period, he may be subject to the penalties which would be imposed on any employee who is tardy or absent without permission.

If an employee separates his employment with the City in order to enlist in the Reserves or National Guard, he must reapply to the City within 31 days after his separation from initial active duty for training in the Reserves or National Guard in order to retain re-employment rights.

Section 5. Seniority Rights. During an unpaid military leave of absence the seniority eligibility rights of an employee shall continue and accumulate in the same manner and to the same extent as if said leave of absence had not been granted, and the employee had been continuously in the employ of the City. An employee on military leave of absence shall be entitled to all rights and benefits as are defined by applicable Federal Statute. Except as otherwise provided by State or Federal statute or in this agreement, a military leave of absence shall be treated in the same manner as an authorized unpaid leave of absence for purposes of benefit accruals. The employee shall not be entitled to payment of salary or wages by the City during the military leave of absence.

Section 6. Probationary Employee. An employee who is serving on probation may likewise be granted a military leave of absence under the provisions of the above sections of this article.

Section 7. Holidays. An employee shall not be paid holiday pay for holidays which occur during an approved unpaid leave of absence for military service. If a holiday immediately precedes or follows the approved unpaid leave of absence for military service, the employee must work the regularly scheduled work day preceding or following the holiday to be paid for that holiday.

ARTICLE 23

SICK LEAVE

Section 1. Sick leave is hereby defined to mean the absence of an employee or officer because of illness, injury, exposure to a contagious disease;

Employees shall be allowed to use sick leave for their own sickness or injuries and will be allowed to use up to forty (40) hours of sick leave pay annually for the care and attendance of their immediate family members for sickness, injury, and/or health care appointments. Immediate family members for the purpose of this policy include: spouse, children and parent. This time may be used in one-hour increments or more.

Illness verification may be requested at any time. Sick leave, which accrued but not used during the year in which it was accrued shall accumulate to an unlimited amount.

If an employee or officer must be absent because of illness, injury, exposure to a contagious disease; or attendance upon a member of immediate family due to illness or injury as provided above, the employee or officer may not substitute vacation, holidays, compensatory time off, or other paid time off benefits in place of sick leave for the duration of the absence, unless all available sick leave has first been exhausted in a manner consistent with this article, or as may otherwise be specified in this agreement. An exception to this rule may be made at the discretion of the Chief of Public Safety,

under special circumstances where substitutions will not result in overtime or reductions in manpower.

Section 2. Sick leave shall be granted as a privilege and not a right, and the claim of such leave shall be subject to such investigation as the Division head deems necessary.

Section 3. There is hereby established a sick leave schedule which shall apply to the Fire Marshal.

Sick leave shall accrue at the following rates:

Pay Period 1: 8.5 Hours
Pay Period 2-26: 3.5 Hours

Section 4. There is hereby established a sick leave schedule which shall apply to the Mitchell Fire Division shift employees.

A. Eligibility for sick leave use for shift Mitchell Fire Division employees covered by this section shall begin immediately. Sick leave shall accrue for an employee scheduled to a 24-hour shift at the following rate:

   Pay Period 1: 6.5 hours
   Pay Period 2-26: 5.5 hours

   Each employee shall have deducted from his accumulated sick leave one (1) hour for each hour of absence while on sick leave. An employee, who does not take the full amount of sick leave granted in any one (1) calendar year, may accumulate the amount from year to year.

B. Except as provided for above, all other rules and regulations pertaining to sick leave shall apply to all uniformed members of the Mitchell Fire Division.

Section 5. Up to two hours per visit of sick leave pay may be used for either physician or dental appointments provided the appointment has been scheduled during the employee's regular scheduled hours.

Section 6. Sick leave may be used for illnesses attributed to pregnancy. During the time that an employee or the employee's spouse is considered disabled due to pregnancy, childbirth, or complications thereof, the employee shall be able to use sick leave. The dates of such disability for which payment under the sick leave policy is claimed shall be verified by a statement from a medical doctor.

In no event may an employee claim sick leave pay in excess of the amount credited to that employee's accumulation.

Section 7. The Officer in Charge, Chief of Public Safety, or the Director of Human Resources may require that sick leave be granted only by a certificate evidencing such sickness, signed by the employee's attending medical doctor, or such authority may require the employee report to the City-designated medical doctor for a physical examination.

In any event, no sick leave with pay shall be granted for a period longer than three (3) consecutive work days unless a certificate from a duly licensed medical doctor is presented to the Chief of Public Safety, or the Human Resources Director. In such instance the employee must present a completed Return to Work Certificate.

Section 8. Not more than one (1) day of sick leave may be allowed for attendance upon a member of the immediate family requiring the care or attendance of such employee, with the exception that more than one (1) day may be approved for this purpose if supported by a written statement from the attending medical doctor, including an explanation of why the employee's attendance is necessary.

Section 10. At the discretion of the Officer in Charge, absence from work because of illness of a person other than those listed in this article will be taken as vacation, holiday, compensatory leave, or leave without pay.

ARTICLE 24

SICK LEAVE PAYOUT

Any employee or officer, upon separation from City service, except under the provisions of Article 23 and this article shall not receive any payment for accumulated sick leave.

Any Mitchell Fire Division non-management employee upon retirement from City service shall be paid sick leave as follows:

Upon separation of employment other than retirement, an employee will be eligible for payout of 1% per year of service of their accrued sick leave starting at the beginning of year six under the condition the employee's separation is on good terms and has provided two weeks' notice to the City. The maximum payout for separation of employment is 25%.

Upon separation by retirement, (as defined by SDRS), death or layoff (reduction of force), an employee will be eligible for a payout of accrued sick leave hours at the rate of 25% of all accrued sick leave at the employees current rate of pay. Upon death of an employee the final payroll will include the eligible amount. Notification of retirement is required prior to July 1st of the year preceding retirement in order to receive payment of accrued sick leave at the time of separation. If notification is not made, payment will be made in the following fiscal year.

ARTICLE 25

FUNERAL LEAVE

Section 1. Fire shift employees will be permitted to take one 24-hour shift off for funeral leave. Additional days may be granted by the department head and the time will be charged as sick leave. Immediate family is defined as: employee's spouse, parents, step-parents, children, step children, brothers, sisters, step-brothers, step-sisters grandparents, grandchildren, and great grandchildren. The term also includes a spouse's equivalent of the above. In the event of a funeral of a relative outside the immediate family, or close friend, an employee may take a reasonable amount of annual leave if approved.

Section 2. Notification. The employee shall provide notification to the immediate supervisor prior to taking the time off as defined in this article.

ARTICLE 26

DUTY-INCURRED INJURIES AND DISEASE

Section 1. Any Mitchell Fire Division officer or employee sustaining a duty-incurred injury or disease which will likely result in a loss of work time must see a medical doctor or must visit a hospital emergency room as soon as possible after the injury or disease is sustained.

If an employee is injured on the job, all work related medical costs will be paid as well as the compensation rate for salary loss as set by the State of South Dakota.

An employee injured while on the job must promptly notify their Division head or supervisor. Medical and hospital expense will be paid in accordance with Workers' Compensation Laws of the State of South Dakota. Any Mitchell Fire Division officer or employee suffering a loss of pay as the result of sustaining a disabling injury by accident or occupational disease under SDCL 62-8-1 arising out of and in the course of employment for the City, which disabling injury or disease was not caused by willful neglect on the part of such officer or employee, shall in lieu of sick leave receive workers' compensation based upon the following:

40 hour employees: shall be allowed up to ninety (90) eight-hour days and 24-hour shift employees: shall be allowed up to forty-two (42) 24-hour shifts without charge to the employee's sick leave.

The rate of pay while on workers' compensation shall be the difference between the employee's regular daily rate of pay (gross) being received at the time of injury and the employee's daily benefit entitlement under the applicable Workers' Compensation Law. An employee, who has used the entire workers ' compensation benefit described above, may elect to use accumulated sick leave or vacation on a day for day non pro-rated basis, to continue receiving the difference between their daily regular gross pay, and their workers' compensation benefit as provided above.

A workers' compensation benefit provided under this section shall accrue only once per injury, not withstanding intermittent periods of work which may occur, provided that the further absence after the intermittent work is necessitated by the original injury or aggravation of that injury. This means that no salary will be paid by the City after 90 days of injury leave following an injury, even though the employee may still be receiving Workers' Compensation benefits.

Employee benefits shall continue uninterrupted while an employee is on workers' compensation as defined in this section, including while sick leave or vacation is applied. Vacation, sick leave, and holiday leave, earned while on Workers' Compensation, shall accrue at the employee's regular rate.

The City may at any time require examination or re-examination of an employee by a medical doctor for the purpose of determination of continued eligibility for workers' compensation.

Section 2. Light Duty: If, in the opinion of the employee's medical doctor, the employee is physically able to perform duties of another nature consistent with normal fire Division duties, the officer or employee may be assigned to those duties for the duration of the disability at the sole discretion of the City.

If light duty within those restrictions is not available with the City, the employee or officer may be permitted to engage in outside employment within the work restrictions set by the physician due to the duty-incurred injury, provided that before engaging in such outside employment the employee submits to the City in writing the name, address, and phone number of the outside employer, a description of the duties to be performed in the outside employment, and the approximate number of hours to be worked per day in the outside employment. Failure to submit this information to the City in writing prior to engaging in outside employment may result in discontinuance of workers' compensation benefits.

Any employee reassigned to duties of another nature during the first six months immediately following the date of injury, shall receive the same pay and benefits earned at the time of injury. After that six-month period has elapsed, the employee may be compensated at a rate of pay determined by the City commensurate with the temporary assigned duties, not to exceed the employee's rate of pay as of the date of injury. If the rate of pay for the light duty assignment is less than the employee's rate of pay as of the date of injury, the pay may be supplemented with workers' compensation payments as

specified by South Dakota Workers' Compensation Law. This reassignment may continue for a period determined by the City not to exceed 12 months after reassignment to other duties. Upon the employee's return to his rank and full unrestricted duties held at the time of injury, the employee shall be paid at his current rate of pay including step advancements or pay rate adjustments he would have otherwise received during the absence from his regular duties.

Section 3. It is understood by the union and employees covered by this agreement that activities of a personal nature carried out while on duty, on or off City property, which are not directly related to and do not arise out of an employee's employment as an employee of the Mitchell Fire Division which do not constitute employment-related activities. Therefore injuries or illness incurred or arising out of these activities shall not be considered "duty-incurred" for purposes of the application of this article, and will not be considered duty-incurred injuries or illnesses for purposes of determining compensability under the workers' compensation statutes of the State of South Dakota.

Any injury or illness incurred while off duty, on or off City property shall not be considered "duty-incurred" for purposes of the application of this article or the application of State Workers' Compensation statutes.

Section 4. Administration: Compensation and coverage for duty-incurred injuries or disease incurred by members shall be administered in all respects according to the provisions and intent of South Dakota Workers' Compensation Law, except as specifically otherwise provided in this agreement.

ARTICLE 27

PHYSICALS

Section 1. The Committee for Union-Management Cooperation shall support the provision of a comprehensive mandatory annual medical exams as outlined by NFPA 1582 (current edition) and provided by the City. All recognized members of the collective bargaining unit shall receive an annual comprehensive medical exam to be conducted every twelve (12) months (+/- 3 months).

Section 2. Time spent by employees during physical examination shall count as hours worked for purposes of computing overtime.

Section 3. The Committee for Union-Management Cooperation will establish and agree upon guidelines, as needed, for "Return to Work" if an incumbent employee is deemed "not fit for duty" by the NFPA 1582 standards.

ARTICLE 28

INSURANCE AND BONDS

Section 1. The City of Mitchell offers all full time employees major medical insurance upon written application. The effective date shall be the first day of the month following thirty (30) days of employment.

RETIREMENT BENEFIT: An employee hired prior to January 1, 2016 who retires from the City of Mitchell through SDRS or who is accepted into the SDRS Disability Program may elect to remain in the health insurance plan until he or she reaches the age of 65 or otherwise qualifies to enroll in the Medicare program, the Exchange, or the retiree qualifies for a different health plan through another employer. The retiree must pay 100% of premium cost to remain enrolled in the City health insurance plan. An employee's spouse is eligible for enrollment in the City health insurance plan only if enrolled prior to the employee's retirement. An employee will not be able to add a spouse to the plan except during regular open enrollment times. A discount on the retiree rate will be granted to retirees that meet the following stipulations:(a) the employee must have completed 10 consecutive years of service with the City of Mitchell, and (b) the employee must be retired through SDRS or SDRS Disability, and satisfy the following conditions: Class A employees must be age 60 or older, Class B Public Safety employees must be age 50 or over and meet the Rule of 75, and those on SDRS Disability do not have age requirements. The discounted rates are available only to those employees hired prior to January 1, 2013

Section 2. Dental Insurance: The City of Mitchell offers all full time employees group dental insurance upon written application. The effective date shall be the first day of the month following thirty (30) days of employment. The city will pay all of the premium cost for the employee. Family members may be included at the employee's expense.

Section 3. Life Insurance: The City of Mitchell offers all full time employees a life insurance policy upon written application. The effective date shall be the first day of the month following thirty (30) days of employment. The city will pay all of the premium cost for the employee.
The City shall provide to each member of the bargaining unit a supplemental term life/AD&D insurance policy and agrees each month to pay the group life insurance premium on each member of the bargaining unit, not to exceed $5.00.

During the term of this agreement, the City shall provide each full-time employee covered by this agreement with additional life insurance coverage in the amount of $15,000. The City reserves the right to provide this life insurance through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance company selected by the city.

Section 4. The City reserves the right to make program modifications to the Employee Benefit Plan as may be necessary from time to time to maintain and improve the

effectiveness, quality, and cost effectiveness of the plan. Mitchell Local 4166 will provide one member to sit on the Insurance advisory committee.

Section 5. Should the employer require an employee to give bond, all premiums of such bond will be paid by the employer.

Section 6.The employer shall continue in effect the insurance coverage relating to claims against the City and City employees acting in their capacity as employees at no less than existing standards of coverage, unless such coverage becomes unavailable. A copy of the present booklet is on file with Human Resources and is incorporated herein by this reference.

Section 7. In compliance with Federal and State law and Consolidate Omnibus Budget Reconciliation Act of 1985 (COBRA), the City of Mitchell is required to offer employees and their eligible dependents at the employees expense, the opportunity for a temporary extension of health and dental coverage in certain situations where coverage under the plan would otherwise end.

A. An employee of the City of Mitchell covered by the City of Mitchell's Group Health and Dental Plan has the right to elect continuation coverage if they lose group health and dental coverage because of one of the following qualifying events:

    1. Termination of employment for reasons other than gross misconduct.
    2. Reduction in hours of employment to fewer than the number of hours required for participating in the plan.

B. The spouse of an employee covered by the City of Mitchell's Group Health and Dental Plan, has the right to elect continuation coverage for themselves if they lose heath and dental coverage for any of the following qualifying events:

    1. The death of a spouse.
    2. Termination of spouse's employment (for reasons other than gross misconduct) or reduction in hours of employment.
    3. Divorce or legal separation from spouse.
    4. Spouse became eligible for Medicare.

C. A dependent child of an employee covered by the City of Mitchell's Group Health and Dental Plan has the right to elect continuation coverage if health and dental coverage is lost for any of the following qualifying events:

    1. Death of a parent.
    2. Termination of a parents' employment (for reasons other than gross misconduct) or reduction in parents' hours of employment.
    3. Parent's divorce or legal separation.

4. Parents becoming eligible for Medicare.
5. Dependents ceasing to be a "dependent child" under the terms of the City of Mitchell's Health and Dental Plan. Under the law the employee or a family member has the responsibility to notify the employer's personnel office of a divorce, legal separation, Medicare entitlement or enrollment, or a child losing dependent status under the City of Mitchell's Group Health and Dental Plan within 60 days of the date of the event or the date on which coverage would be lost due to the event, whichever is later.

The employee is responsible for notifying the City of Mitchell of any qualifying event. The employer is responsible for notifying the employee and/or eligible dependents of the right to elect continuation coverage in the case of the employee's death, and/or eligible dependent has 60 days from the date coverage would end to elect continuation coverage.

If you do not elect continuation coverage, your group health and dental coverage will cease.

If you elect continuation of coverage, the coverage you receive will be identical to the coverage provided under the plan to similarly situated employees or family members as of the time of coverage is being provided. You will be able to maintain continuation coverage up to 18 or 36 months depending on the qualifying event.

Continuation coverage may be terminated or denied for any of the following reasons:

1. The City of Mitchell no longer provides group health and dental coverage to any of its employees.
2. The premium for continuation coverage is not paid on time.
3. Coverage under another group health and dental plan is acquired, unless new pre-existing waiting periods are imposed.
4. Entitlement or enrollment in Medicare.

Dependent health and dental insurance coverage on children stops only under the provisions set by current Federal Law.

ARTICLE 29

FIREFIGHTERS' RETIREMENT PLAN

Section 1. Fulltime employees, participation in the South Dakota Retirement System is mandatory. A deduction of 8 percent (for Class B Public Safety) of the monthly salary is made in each payroll period and is matched by the City of Mitchell toward the retirement of the employee.

If the employee terminates employment before retirement, they have such rights to withdrawal of said retirement funds as is permissible under the SDRS.

The City agrees to facilitate the present firefighters' retirement plan in accordance with existing state laws, and city ordinances, and in compliance with SDRS.

Section 2. The City agrees that they shall not, by ordinance, during the life of this contract, in any manner reduce or lessen the benefits provided by the said retirement.

ARTICLE 30

UNIFORMS AND EQUIPMENT

Section 1. Required duty uniforms and personal protective equipment necessary to perform firefighting and emergency medical activities will be provided to each employee without cost to the employee and maintained by the City of Mitchell. Upon retirement, termination or resignation the issued duty uniforms and personal protective equipment shall be turned in to the City.

Employees that require a work uniform change upon promotion are required to return the items from the previous rank such as badges and helmets. The City shall provide appropriate badges, insignia, helmets, and appropriate black footwear, uniforms and personal protective equipment. Duty uniforms shall conform to NFPA Standard 1975. The Committee for union-Management Cooperation shall determine an implementation process to conform to NFPA Standard 1975 and determine the duty uniform through an Administrative Policy which shall be agreed upon by the Committee for Union Management Cooperation prior to implementation.

Section 2. Personal protective equipment will be replaced as needed as determined and approved by the Assistant Fire Chief.

Section 3. The City shall furnish for the use of each new firefighter a set of training manuals or appropriate training materials.

Upon termination of employment for any reason, including retirement, the training manuals shall be returned to the City for re-issue to another employee if it is the current edition of the manual.

Section 4. Each employee is eligible to receive $100/year for the purchase of equipment not supplied by the City.

ARTICLE 31

TUITION REIMBURSEMENT

As part of the City's tuition reimbursement policy, employees may request reimbursement for job-related educational courses and seminars which have been pre-approved by the Chief of Public Safety. Proof of attendance or successful completion and receipts must be submitted to the Chief of Public Safety within ten (10) calendar days of attendance.

ARTICLE 32

REPLACEMENT OF BROKEN ITEMS

Section 1. The City agrees to replace, without cost to the employees, personal items used by the employee broken or stolen while in the course of duty.

Section 2. Items stolen will require the filing of a police report to substantiate the claim.

Section 3. The City agrees to reimburse employees for the cost of replacing personal watches broken in the course of their duties with the City, up to the amount of $50 per watch.

Section 4. The employee must report the items broken or stolen to their immediate supervisor within 24 hours of the event. The employee must present the claim to the Mitchell Fire Division within ten (10) days to be reviewed for consideration of reimbursement.

ARTICLE 33

GENERAL APPEAL PROCEDURESIN ACCORDANCE WITH CITY ORDINANCE #2308

Section 1. That in order to provide another method for the resolution of employment disputes and to avoid the necessity of the City Council acting as an appellate body in employment issues, it is necessary to amend the provisions of the municipal code concerning appeals to the City Council, now therefore be it Ordained that the provisions of 1-6-3 be amended as hereinafter set forth, to-wit:

Section 2. GENERAL APPEAL PROCEDURES: Unless other appeal provisions apply, any person aggrieved by any decision or other act of an authorized employee or officer of the city, excluding any employment disputes and excluding allegations of violation of law resulting in prosecution, shall have the right to appeal such act or decision to the city council. Such appeal shall be initiated by submitting a written notice of appeal to the finance officer within ten (10) business days of the action which is appealed. The finance officer shall place the matter for hearing and consideration by the city council (with personnel matters to be in executive session in conformance with law) at the next subsequent regularly scheduled meeting occurring at least five (5) business days after the notice of appeal is received. The finance officer shall notify the appellant and applicable city personnel of the time and place when and where the city council shall consider the appeal. Notice by first class mail to the appellant at the address shown on the notice of appeal shall be deemed good and sufficient notice. The city council may, in its discretion, continue an appeal hearing to another time, provided that the continuance shall not be for an unreasonable length of time.

ARTICLE 34

APPENDICES AND AMENDMENTS

All additional addenda and amendments to this agreement shall be numbered (or lettered), dated and signed by the City and the Union and shall be subject to all provisions of this agreement.

ARTICLE 35

SEPARABILITY AND SAVING CLAUSE

If any provision of this agreement is declared to be in contravention of the laws or regulations of the United States or the State of South Dakota, such provision shall no longer be enforceable, but all other provisions to this agreement shall continue in full force and effect. In the event of a dispute, the provisions hereof involved shall remain in effect until the dispute is settled by the Court or other authority having jurisdiction in the matter.

ARTICLE 36

ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in this agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this agreement. Therefore, the City and the Union, for the duration of this agreement, each waives the right, and each agrees that, unless required by law, the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

Section 2. This agreement may only be amended during its term by the parties' mutual agreement in writing.

Section 3. The parties further acknowledge that where a direct conflict exists between the terms and conditions as negotiated and provided in this agreement and the terms and conditions of employment as provided by any regulation, ordinance, or rule of the City, the terms of the agreement shall control and be binding upon the parties. The City of Mitchell Personnel Manual is applicable to the employees where the same is not in conflict with this agreement.

Section 4. This contract supersedes all prior written agreements and understandings and governs the entire relationship between the parties and shall be the sole source of all rights and claims covered by this contract.

ARTICLE 37

LONGEVITY

Section 1. The following schedule is to be given in the month of December to all employees who have worked, at a minimum, one full year of service for the City of Mitchell.

$50 a year for every year of service.

ARTICLE 38

COMMITTEE FOR UNION-MANAGEMENT COOPERATION

Section 1. The parties recognize that during the period in which this agreement is in effect, problems of administration of this agreement may arise which are not now anticipated by either party. They also recognize that during such period more mutually constructive and productive relationships are likely to exist between the City and the Union and among both management and non-management employees, if both the City and the Union continue and enlarge their respective efforts to gain a better appreciation and understanding of each other's problems and objectives. They recognize frequently what first appear to be problems or areas of conflict and disagreement are actually the result of misunderstandings which are cleared away upon a complete and frank exchange of viewpoints and ideas. They believe that even though limitations are being placed upon formal collective bargaining negotiations through the extended period of this agreement, a better atmosphere in which to achieve improved day-by-day relations between the parties, which they both desire, can be created through meetings of the kind described below.

Section 2. Meetings may be held during the term of this agreement of the committee formed as part of this article. It is understood that such meetings will be held for the purpose of appraising and discussing the problems, if any, which may arise concerning administration, interpretation or application of the agreement or other matters which either party believed will contribute to the improvement in the relations between them within the framework of this agreement. It is understood that such meetings shall not be for the purpose of handling grievances or conducting collective bargaining negotiations or for any purpose which in any way will modify, add to, or detract from the provisions of this agreement. In agreeing to such meetings, the parties are providing concrete evidence of their sincere desire to encourage friendly, cooperative relationships between their respective representatives at all levels and with and between all employees covered by this agreement, and to find ways to overcome difficulties, influences, or attitudes which interfere with such relationships.

Section 3. This committee shall also consider handling problems concerning the safety of working conditions. Each of the parties recognize the importance of protecting the health, life, and limb of employees, and the City will make every reasonable effort to improve conditions that promote health and safety among the City employees. This committee may make recommendations respecting conditions which, in its opinion, would make the working conditions safer.

Section 4. The committee shall be composed of three (3) Union Representatives appointed by the Union. The Chief of Public Safety, Human Resource Director, and two (2) designees appointed by the Chief. Any recommendations to be made to the division

concerning work rules or other work directives or conditions, must be adopted by the majority of the committee.

ARTICLE 39

DEFINITIONS

Section 1. When the words "shift employee" are used in this agreement, such words shall mean those employees assigned to a rotating twenty-four (24) hour shift schedule, as distinguished from those employees assigned to a forty (40) hour 7-day schedule, who may be described in this agreement as "40-hour employees."

Section 2. "The department" shall mean the Mitchell Department of Public Safety.

Section 3. "The Chief" shall mean the Chief of the Department of Public Safety.

Section 4. "The Division" means Fire and EMS.

Section 5. "Assistant Fire Chief" shall mean the Chief of the Mitchell Department of Public Safety Fire and EMS Division.

Section 6. "Shift Captain" shall mean a Captain who is in charge of the station.

Section 7. "Officer in Charge" is the designated employee who acts in a captain capacity who is in charge of the station.

Section 8. "Member" for purposes of this agreement is an employee of the Mitchell Fire division who is covered by the IAFF bargaining unit.

Section 9. The employee's step anniversary date, for purposes of step advancement eligibility, is the day and month established when an employee is placed into a new pay grade as the result of hire, promotion, reduction in rank, or transfer to another classification with a different pay grade. An employee's step anniversary date may be adjusted if the employee's service is interrupted by unpaid leave of 30 or more calendar days, if an employee's step advancement is delayed without retroactivity on the basis of performance, or if the date is adjusted as the result of the terms of this agreement. If cause is shown on the basis of performance and a step increase is delayed, the month and day when the step is eventually granted will become the employee's new step anniversary date. The year of the step anniversary date changes as the employee moves step to step.

Section 10. "Regular base hourly rate" as used in this agreement is the rate at which an employee would be paid for one hour of regular non-overtime work in his current rank and pay step. This rate does not include any bonuses, special rates, or other payments except as specifically provided in the Fair Labor Standards Act for purposes of determining overtime rates.

Section 11. Regular Part-time Employee: The term part-time employee means any employee whose normal work is in an occupation in which their services are not required for the customary scheduled full-time hours prevailing in the establishment in which they are employed, or who, owing to personal circumstances, does not customarily work the customary scheduled full-time hours prevailing in the establishment in which they are employed.

Section 12. Probationary employee: All employees' hired by the City of Mitchell must complete a 12 month probationary period for the purpose of assessing the individual's ability to perform their assigned duties.

ARTICLE 40

TRANSFERS

Section 1. Except in an emergency, an employee shall be given notice of shift change at least ten calendar days prior to the effective date.

Section 2.Shift changes shall either be instigated by the Assistant Fire Chief or by employee request. Shift changes will have priority over new applications only when qualifications are met.

Section 3. Part-time employees meeting the requirements of Article 6 section 5, will be given the first consideration to fill an opening for a full time position with the Mitchell Fire Division. This consideration, however, does not entitle the individual to an automatic promotion or transfer to a higher level of employment. If, in the event an internal promotion or transfer is not in the best interest of the City, the city may hire from outside. All selections shall be based on merit and fitness to fill the job vacancy.

ARTICLE 41

OUTSIDE EMPLOYMENT

Section 1. It is agreed that the City shall have no objection to off-duty employees being engaged in any secondary work or business, consistent with the official rules and regulations of the Mitchell Fire Division provided that:

A. Employment with the Mitchell Fire Division is considered primary employment of the individual working in a full-time capacity.

B. The outside employment does not interfere with the proper discharge of his duties and responsibilities as a Fire Fighter or negatively impact the integrity and credibility of the Division as determined by the Chief of Public Safety.

C. The employee does not wear a Mitchell Fire Division uniform or any clothing that states Mitchell Fire Division. The employee does not conduct fire investigations inside the corporate limits of the City of Mitchell. The employee does not avail himself of official Mitchell Fire Division equipment, records, documents, files or services, or involve service of the City without pre-approval of the Fire Chief.

D. The employee in no way exploits his connection with the Mitchell Fire Division in the course of outside employment.

Section 2. The City shall not be held liable for any of the employee's activities directly related to his outside employment.

Section 3. Any new hires after January 1st, 2014 must reside within 15 minutes of City limits. The time frame is under normal conditions, adhering to all traffic laws and during normal weather conditions. The new hire will have six (6) months from date of hire to comply with this Article.

ARTICLE 42

GENDER

Wherever the male gender is used in this agreement, it shall be construed to include male and female employees.

ARTICLE 43

DISCIPLINE AND DISCHARGE

Section 1. No person or employee holding an office of positions classified and graded under the provisions of this agreement shall be suspended, removed, discharged, or reduced from his position, except for just cause, which shall not be race, creed, color, national origin, gender, political, or religious affiliation.

Section 2. The following will be considered as causes for discharge, suspension, or reduction of an officer or employee with the City of Mitchell, although discharges, suspensions, or reductions may be made for other causes:

A. Drinking on the job or arriving on the job under the influence of alcoholic beverages or other drugs as referenced in Article 44.

B. Repeated failure to follow orders of one's supervisor, and inability to get along with fellow employees so work being done is hindered and not up to required levels.

C. Being absent from work without permission or failure to report to the supervisor when one is absent.

D. Being habitually absent or tardy.

E. Failure to perform the assigned work in an efficient and safe manner.

F. Being wasteful of material, property or working time.

G. Conduct which is unbecoming to a city employee.

H. Conviction of a felony.

I. Conviction of a felony or Class I Misdemeanor (termination upon conviction of felony will be automatic; termination on the conviction of a class I misdemeanor will be in the discretion of the Chief).

Any employee charged with any criminal charge of a Class I Misdemeanor or felony in any jurisdiction shall notify the Chief or Assistant Chief of the Division. Such notification shall be made prior to or immediately upon the employee reporting for duty following the filing of such charges.

Section 3. A person removed, discharged, suspended, or reduced from his position shall be furnished by Chief of Public Safety with the reasons in writing, with a copy of such supplied to a Union representative, for such action.

Section 4. Within ten (10) calendar days after the removal, discharge, suspension or reduction of a person holding a position in the Mitchell Fire Division, such person may file a written notice of disagreement (Article 33, Appeal Process).

ARTICLE 44

DRUG AND ALCOHOL-FREE WORKPLACE PLAN

Section 1. It is the responsibility of all City employees to abide by the terms of the City's Drug and Alcohol-Free Workplace policies as a condition of employment. Any violations or noncompliance with these policies will subject an employee to disciplinary action up to and including termination. The extent and type of action taken with an employee who violates these policies will be based upon:

A. The seriousness of the violation or offense;

B. The employee's past employment and performance record;

C. The impact of the violation upon the employee's future job performance; and

D. The employee's willingness to participate in controlled substance or alcohol abuse assistance and rehabilitation.

Section 2. It is mutually agreed that the City and the Union will encourage employees to seek assistance whenever necessary to overcome a drug or alcohol abuse problem. The City provides access to controlled substance and alcohol abuse counseling and rehabilitation through the City's Employee Assistance Program (EAP) for all of its full-time employees. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program and health insurance plan to aid them in overcoming their illness. Conscientious efforts to seek such help will not jeopardize any employee's job, and contacts with the EAP, initiated only by the employee, will not be known or noted in any personnel record.

An employee shall be permitted to take a Family/Medical leave of absence, as provided in the Leaves of Absence article of this agreement, for the purpose of undergoing medically supervised substance abuse treatment and rehabilitation through a treatment program approved by the City, and may be permitted to use accumulated sick leave during that leave provided that such a leave of absence is requested by the employee and approved by the City prior to any violation of the City's Drug and Alcohol-Free Workplace policies, or the commission of any other act subject to disciplinary action by the City. Such leave and use of sick leave may not be approved if requested after the employee has violated the provisions of the Drug and Alcohol-Free Workplace policies.

Section 3. The City's Drug and Alcohol-Free Workplace Plan insofar as it impacts the terms and conditions of employment for employees covered by this agreement, shall not be modified unless negotiated with the Union. The City reserves the right to make modifications as may be required by law, and agrees to notify and discuss such modifications with the Union whenever such modifications are required which may impact the terms or conditions of employment of employees covered by this agreement.

Section 4. The City of Mitchell may request that the employee undergo drug and alcohol testing if there is a “reasonable suspicion” that the employee is believed to be under the influence of drugs or alcohol during working hours. “Reasonable suspicion” means an articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

A. A pattern of abnormal or erratic behavior which is so unusual that it warrants summoning a supervisor, department head or other individual for assistance.

B. Information provided by a reliable and credible source with personal knowledge.

C. Direct observation of drug or alcohol use.

D. Presence of the physical symptoms of drug or alcohol use; (i.e. glossy or blood-shot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

E. Possession of substances in violation of the City's drug and alcohol policy.

The employee, where "reasonable suspicion" exists, may be asked to submit to blood and urine testing by a qualified medical physician or hospital at the City's expense. Prior to testing, the proper authority shall secure a signed release statement from the employee to have the hospital/physician release medical information to the City of Mitchell.

In addition the city reserves the right to require all employees to submit to random drug testing upon request of the city.

An employee who refuses to consent to a drug and alcohol test when reasonable suspicion exists may be subject to disciplinary action.

A positive result from the drug and/or alcohol test confirming the reasonable suspicion may result in disciplinary action.

The proper authority is required to detail in writing the specific facts, symptoms, or observations which led to the reasonable suspicion. This documentation shall be given to the finance officer and placed in the employees personnel file only if confirmed by the drug and/or alcohol test.

All information from an employee's drug and/or alcohol test is confidential, and only those with a need to know are to be informed of the results. Disclosure of the test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee.

Section 5. The following shall be the policy of the City of Mitchell:

A. The unlawful manufacture, distribution, dispensing, possession or use of controlled drugs or substances, or the use of alcohol while on duty, on or off business property owned or leased by the City is proper cause for disciplinary action.

B. Any illegal controlled drug or substance possessed while on duty by employees will be turned over to the appropriate criminal justice agencies and may result in criminal prosecution.

C. Employees are not permitted to be under the influence of controlled drugs or substances or alcohol on the job, except as provided in item "D".

D. The legal use of controlled drugs or substances prescribed by a licensed physician is not prohibited, but employees in positions where side effects of the prescribed

medication could affect performance and safety on the job are required to make such use known to their immediate supervisor.

E. The illegal use, sale, and possession of controlled drugs or substances while off duty and off City property which results in criminal convictions is unacceptable. Off-duty, alcohol-related, criminal convictions are also unacceptable. They may affect the job performance and the confidence of the public in the City's ability to meet its responsibilities. Such off-the-job conduct may be proper cause for disciplinary action.

F. Post-Accident: Any Fire Division employee involved in a motor vehicle accident meeting any of the following parameters shall be tested.

1. If City property is damaged it shall be at the Chief of public Safety's discretion.
2. Any vehicle must be towed from the accident scene.
3. Anyone is required to be transported to a hospital by ambulance.

Section 6. Drugs to be tested for will be at the discretion and prescription of Occupational Health.

Section 7. Employee responsibilities:

A. An employee must not report to work while their ability to perform their assigned job duties is impaired due to on or off duty alcohol or drug use. Employees called in for emergency duty to work outside their regular work schedule must not report to work impaired by off-duty alcohol or drug use.

B. An employee must not possess or use alcohol or illegal drugs or prescription drugs without a prescription during working hours or while subject to duty, on breaks, or during meal periods.

C. An employee must notify their supervisor, before beginning work, when taking any medication or drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of City equipment.

D. An employee must notify their immediate supervisor of any drug or alcohol related criminal statute conviction no later than five (5) days after such conviction.
Any violations of the above may result in disciplinary action.

Section 8. Management Responsibilities and Guidelines:

A. Supervisors and department heads shall not physically search the persons of employees nor shall they search the personal possessions of employees without the freely given consent of, and in the presence of, the employee.

B. Supervisors and department heads shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe that an employee may have illegal drugs in their possession or in an area jointly or fully controlled by the City of Mitchell.

C. Any supervisor or department head encountering an employee who refuses to consent to a drug and/or alcohol analysis when "reasonable suspicion" has been identified, shall remind the employee of the requirements of the policy and that they may be subject to disciplinary action. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action. Where there is reasonable suspicion that the employee is under the influence of alcohol or drugs, the supervisor should direct the employee to remain at work for a reasonable time until the employee can be safely transported home.

D. Nothing in this policy shall be interpreted as constituting any waiver of or limitation on the City's responsibility to maintain discipline, or the right to invoke disciplinary measures, nor the employee's right to due process and the processing of grievances concerning such disciplinary measures in accordance with the grievance procedure outlined in Article 19.

E. Whenever disciplinary action is used in this policy, it shall include but is not limited to; oral reprimand, written reprimand, suspension, demotion or discharge.

F. Each employee will be given a copy of the City's policy on Drug and Alcohol Substance Abuse.

G. No employee's job security or promotional opportunities will be jeopardized by their request for assistance in problems relating to alcohol and chemical abuse. Employees who refuse evaluation/diagnosis (and treatment if indicated) or who do not respond to treatment will be handled in accordance with the city policy for unacceptable job performance.

Section 9. Employee Assistance Program (EAP): The city provides an Employee Assistance Program to all full-time employees. This program is designed to help employees or family members with problems that they are experiencing in their lives. These may be family related, marital, legal issues, alcohol and drug related concerns, job related matters, or any other issues that an employee may have. This assessment and referral is a benefit paid for by the City of Mitchell.

Section 10. This article shall not supersede an employee's state or federal constitutional rights.

ARTICLE 45

WELLNESS AND PHYSICAL FITNESS

Section 1. The City and the Union agree that firefighter wellness and physical fitness are in the best interest of the City and firefighters, and that physical performance is an essential element of the job of a firefighter. The City shall allow one hour per scheduled work day for employees to perform physical fitness training.

Section 2. The City and the Union support the efforts of the International Association of Fire Fighters (IAFF) and the International Association of Fire Chiefs (IAFC) to develop wellness, fitness and physical standards for candidates and incumbents.

ARTICLE 46

MEAL ALLOWANCE

Shift employees shall be paid a Meal Allowance of $.45/hr for each hour worked for a maximum of $10.80 for each 24 hour shift. Meal Allowance shall not be paid for any hours of leave taken by the employee or scheduled "School Days".

ARTICLE 47

FIELD TRAINING OFFICER PAY

Field training officers (FTO) engaged in the training of new employees under authorization of the public safety director, shall be compensated at the rate of $1.50 per hour for actual hours of service. This is in addition to their regular applicable pay rates.

ARTICLE 48

DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of January 1,2017 and shall remain in full force and effect until December 31, 2019.
Section 2. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other, in writing, by registered mail, at least 180 days prior to the annual anniversary date that it desires to modify this agreement.

Section 3. In the event such notice is given, every attempt will be made for negotiations to be initiated during, or prior to the City of Mitchell budget hearings, but shall begin no later than 150 days prior to the anniversary date of this agreement.

FOR THE EMPLOYER:

CITY OF MITCHELL

_____
Mayor Jerry Toomey

FOR THE UNION:

INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 4166

_____
President Joseph A. Dolezal

EXHIBIT A
(Article 5)

AUTHORIZATION FOR PAYROLL DEDUCTION

IAFF LOCAL 4166

To the City of Mitchell, South Dakota, I, _____, hereby authorize and direct the City to deduct from my wages each month for regular biweekly membership dues to be paid to the elected Treasurer of the Union. This authorization is revocable at any time upon my giving the Mitchell Fire Division payroll clerk of the City, notice of cancellation, ten (10) days before any pay period of the month.

Signature: _____

Address: _____

City: _____

Date: _____

EXHIBIT B
(Article 16)

TIME TRADE AUTHORIZATION

Scheduled employee _____ Shift _____

Shift employee substituting during scheduled hours for scheduled shift

employee_____ Shift _____

Where_____

When _____ _____ _____
(Time) (Date) (Day of Week)

Number of Hours_____

Approved by:_____ _____
Captain or Assistant Chief Date of Action

NOTE: In the event the shift employee working a time trade becomes sick before the work day starts or thereafter, the shift employee originally scheduled to work shall be responsible for arranging a replacement to work his part of the time trade.

EXHIBIT C
(Article 18)

MITCHELL FIRE DIVISION
GENERAL RULES AND REGULATIONS

1. The Mitchell Fire Division shall provide all members a copy of the General Rules and Regulations as well as a copy of the "Personnel Manual" at the start of employment, and any changes will be posted on the Mitchell Fire Division bulletin boards.

2. Each member shall read and familiarize themselves with the General Rules and Regulations pertaining to the Fire Division and the City's "Personnel Manual" shall conform to and promptly and safely obey these rules.

3. All general and special rules and regulations that are hereafter properly issued by the Chief of Public Safety and shall have the same authority as the General Rules and Regulations now used.

4. Violations of any of these General Rules and Regulations are considered offenses, and any member guilty of same shall be subject to disciplinary action up to and including termination from employment. The interpretation of these General Rules and Regulations is subject to the grievance procedure provided for by City of Mitchell and included in Article 19 of this agreement, except in those matters identified as being subject to the City Council appeal process in Article 33 of this agreement.

   a. Normal chain of command shall be used for the daily operation of the Mitchell Fire Division excluding items covered by the grievance procedure:

      1) Shift Captain/Station Officer
      2) Assistant Chief
      3) Chief of Public Safety

5. Each member shall treat all City employees and the public with courtesy, consideration, and respect.

6. Each member shall, to the best of their ability and endeavor, do their full duty.

   a. It is the duty of each member to keep physically fit for active, efficient performance of their duties as a Fire Fighter.

   b. It shall be the duty of each member to attend all alarms to which the company is assigned, unless excused by the Superior Officer.

c. Each member shall direct and coordinate his efforts to maintain the highest standards of efficiency that are possible.

d. No member scheduled for duty shall be absent without permission from the Officer in Charge except in case of sickness or disability. Then the member should notify the Officer in Charge of an assigned shift as soon as practical, but no later than 0700 hours on duty day. A member returning from sick leave shall notify the Officer in Charge of an assigned shift no later than 0700 hours on duty day.

e. No member shall feign or simulate sickness or disability or conceal the facts or make false statements of sickness or disability.

f. The Officer in Charge may relieve an employee who is physically or mentally unfit for duty. To determine fitness for duty the Chief of Public Safety or designated representative may require the employee, or the employee may request, to submit to a fitness for duty examination by a City-designated physician.

g. Each member shall be punctual in reporting for a tour of duty.

h. Each member shall study firefighting principles and manuals and by practice in use of equipment and by participation in evolutions and strive for greater personnel efficiency and better company performance. Each member should feel a personal responsibility to use good judgment, skill, and initiative to avoid injury and loss of life and property.

i. Each member shall be held responsible for having proper personal protection equipment on the assigned apparatus, to be worn when appropriate.

j. All personal protection equipment, when deemed unfit for service by the Assistant Chief, shall be replaced on a one for one basis.

k. Smoking is prohibited in all City buildings pursuant to SDCL 22-36-2.

7. Permanent and temporary transfers of each member shall be made by the Assistant Chief subject to the approval of the Chief of Public Safety.

   Applicants for transfer from one station or shift to another by a member shall be made in writing, stating reasons for transfer, and forwarded through the proper channels to the Fire Chief with the approval or disapproval of the intermediate officers with their opinions stated in writing.

8. Each member shall use due caution to prevent injury or accident to other members and loss or damage to department equipment and property.

a. A member shall report to the Chief of Public Safety through proper channels any accident resulting in injury and/or damaging City equipment and property according to established City reporting procedures.

b. A member injured while on duty shall, as soon as possible, notify the Station Officer, giving facts and names of witnesses and complete the required forms. This shall be done in all cases no matter how slight the injury may be. The Station Officer shall file the necessary reports of said injury on the proper forms.

9. Each member is required to have a telephone at his place of residence and the telephone number on file with the Mitchell Fire Division. In case of a change of address or telephone number, the member shall report such change to the Officer in Charge within five calendar days.

10. Each member is subject to call-in at any time when an emergency requires his presence, except when on sick leave, absence due to work related injury, military leave, family sickness, or funeral leave.

11. No member shall report for duty while under the influence of alcohol or illegal drugs, nor shall any member indulge in the use of alcohol or illegal drugs while on duty or on standby. Employees are required to notify their Supervisor of any legal use of controlled drugs prescribed by a licensed physician.

12. The Mitchell Fire Division office telephone system is maintained for the transaction of Mitchell Fire Division business, and its personal use shall be limited. The office phones or phone numbers shall not be used for conducting business calls for outside or self-employment. Only under extraordinary circumstances shall other departmental phones be used for conducting business calls for outside or self-employment during normal City business hours.

13. No solicitations by nonmembers of the Mitchell Fire Division shall be tolerated without permission from the Chief of Public Safety.

14. No member shall use his association with the Mitchell Fire Division as a means to solicit donations or subscriptions from the public without permission from the Chief of Public Safety.

15. All visitors will be courteously received but shall not be allowed to loiter about the fire stations.

16. When a member wishes to resign from the Mitchell Fire Division, two weeks' notice may be given to the Chief of Public Safety.

17. Upon the retirement, resignation, or dismissal from the Mitchell Fire Division, any member shall return uniforms and personal protection equipment or clothing as

specified in Article 30, Section 3. Otherwise, salary which may be due will be held in forfeiture of same.

18. Each member of the Mitchell Fire Division, while engaged in training, will limit all personal phone calls that are not of an emergency nature.

19. Each member of the Mitchell Fire Division will wear the regulation duty uniforms of the Mitchell Fire Division while on duty and may wear the Mitchell Fire Division regulation duty uniform when proceeding to and from a duty station.

20. No member, while off duty, will wear the Mitchell Fire Division regulation duty uniform or any part thereof except for extra duty assignments or other functions when approved by the Chief of Public Safety.

21. Old work uniforms, when deemed unfit for regular station wear by the Station Officer, may be worn for maintenance projects that may deface the regulation duty uniform. Shoulder patches must be removed whenever old uniforms are no longer worn.

22. All members shall be responsible for the general housecleaning, grounds work, and maintenance at their assigned station. The amount of time spent on maintenance shall not unreasonably interfere with training practices. Major construction will be done on a volunteer basis.

23. All members shall be trained in the basic concept of firefighting as taught by the International Fire Service Training Association's set of text books published by the Department of Fire Protection at Oklahoma University.

24. Any member called in for emergency or extra duty will report to the location specified.

EXHIBIT D
(Article 19)

MITCHELL FIRE DIVISION GRIEVANCE FORM

Aggrieved Employee Name _____ Date _____

Job Classification_____

Date of Occurrence on which Grievance is based: _____

Grievance Statement (include facts upon which the grievance is based): _____

Contract article(s) or section(s) allegedly violated

Relief requested

_____
_____

_____ _____ _____
Employee signature Date Designated Representative

If management's response to this grievance is rejected, it is the aggrieved employee's responsibility to pursue the matter, if he chooses, to the next step in the procedure. Indicate below the acceptance or rejection of Management's response at each level, and if rejected, the reasons for rejection.

_____ _____
Date received by Chief Officer in charge Chief Officer in Charge

Aggrieved employee initials _____ _____
Chief Officer in Charge

Date _____ (To be signed and initialed at a face-to-face meeting between parties)

Chief Officer's response: Accepted Rejected (circle one)

Relief granted or reason for rejection_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

_____ _____
Date received by Fire Chief Fire Chief

Aggrieved employee initials _____ _____
Fire Chief

Date _____ (To be signed and initialed at a face-to-face meeting between parties)

Fire Chief's response: Accepted Rejected (circle one)

Relief granted or reason for rejection

_____
_____
_____
_____
_____

Date filed with outside agency _____

Agency filed with

_____

File number _____ Contact person _____

_____	_____	_____
Date of hearing	Date briefs due	Date of ruling

Ruling

_____
_____
_____
_____

DEPT	POSITION	GRADE	FLSA
FD/2	Fire Marshal	20	E
FD/3	Battalion Chief	20	N
FD/4	Firefighter/Paramedic	17	N
FD/5	Firefighter/EMT	15	N

2017 City of Mitchell Proposed Pay Plan (1.25% Steps, 103% Market, 1.25% for 2017)																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Grade	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S
1	22,089.90	22,366.03	22,645.60	22,928.67	23,215.28	23,505.47	23,799.29	24,096.78	24,397.99	24,702.97	25,011.75	25,324.40	25,640.96	25,961.47	26,285.99	26,614.56	26,947.24	27,284.08	27,625.13
2	23,208.21	23,498.31	23,792.04	24,089.44	24,390.56	24,695.44	25,004.13	25,316.68	25,633.14	25,953.55	26,277.97	26,606.45	26,939.03	27,275.77	27,616.71	27,961.92	28,311.45	28,665.34	29,023.66
3	24,383.12	24,687.91	24,996.51	25,308.97	25,625.33	25,945.64	26,269.96	26,598.34	26,930.82	27,267.45	27,608.30	27,953.40	28,302.82	28,656.60	29,014.81	29,377.50	29,744.71	30,116.52	30,492.98
4	25,617.52	25,937.74	26,261.96	26,590.23	26,922.61	27,259.14	27,599.88	27,944.88	28,294.19	28,647.87	29,005.97	29,368.54	29,735.65	30,107.34	30,483.69	30,864.73	31,250.54	31,641.17	32,036.69
5	26,914.40	27,250.83	27,591.47	27,936.36	28,285.57	28,639.14	28,997.13	29,359.59	29,726.58	30,098.17	30,474.39	30,855.32	31,241.02	31,631.53	32,026.92	32,427.26	32,832.60	33,243.01	33,658.54
6	28,276.94	28,630.41	28,988.29	29,350.64	29,717.52	30,088.99	30,465.10	30,845.92	31,231.49	31,621.89	32,017.16	32,417.37	32,822.59	33,232.87	33,648.28	34,068.89	34,494.75	34,925.93	35,362.51
7	29,708.47	30,079.82	30,455.82	30,836.52	31,221.97	31,612.25	32,007.40	32,407.49	32,812.59	33,222.74	33,638.03	34,058.50	34,484.24	34,915.29	35,351.73	35,793.63	36,241.05	36,694.06	37,152.73
8	31,212.46	31,602.61	31,997.64	32,397.62	32,802.59	33,212.62	33,627.78	34,048.12	34,473.72	34,904.65	35,340.95	35,782.72	36,230.00	36,682.87	37,141.41	37,605.68	38,075.75	38,551.70	39,033.59
9	32,792.59	33,202.49	33,617.53	34,037.74	34,463.22	34,894.01	35,330.18	35,771.81	36,218.96	36,671.69	37,130.09	37,594.22	38,064.14	38,539.95	39,021.69	39,509.47	40,003.33	40,503.38	41,009.67
10	34,452.71	34,883.37	35,319.41	35,760.91	36,207.92	36,660.52	37,118.77	37,582.76	38,052.54	38,528.20	39,009.80	39,497.42	39,991.14	40,491.03	40,997.17	41,509.63	42,028.50	42,553.86	43,085.78
11	36,196.88	36,649.34	37,107.46	37,571.30	38,040.94	38,516.45	38,997.91	39,485.38	39,978.95	40,478.69	40,984.67	41,496.98	42,015.69	42,540.89	43,072.65	43,611.06	44,156.20	44,708.15	45,267.00
12	38,029.35	38,504.71	38,986.02	39,473.35	39,966.76	40,466.35	40,972.18	41,484.33	42,002.89	42,527.92	43,059.52	43,597.76	44,142.74	44,694.52	45,253.20	45,818.87	46,391.60	46,971.50	47,558.64
13	39,954.58	40,454.02	40,959.69	41,471.69	41,990.08	42,514.96	43,046.40	43,584.48	44,129.28	44,680.90	45,239.41	45,804.90	46,377.46	46,957.18	47,544.15	48,138.45	48,740.18	49,349.43	49,966.30
14	41,977.28	42,502.00	43,033.27	43,571.19	44,115.83	44,667.28	45,225.62	45,790.94	46,363.33	46,942.87	47,529.65	48,123.77	48,725.32	49,334.39	49,951.07	50,575.46	51,207.65	51,847.74	52,495.84
15	44,102.38	44,653.66	45,211.83	45,776.98	46,349.19	46,928.56	47,515.17	48,109.11	48,710.47	49,319.35	49,935.84	50,560.04	51,192.04	51,831.94	52,479.84	53,135.84	53,800.04	54,472.54	55,153.44
16	46,335.07	46,914.25	47,500.68	48,094.44	48,695.62	49,304.32	49,920.62	50,544.63	51,176.44	51,816.14	52,463.84	53,119.64	53,783.64	54,455.93	55,136.63	55,825.84	56,523.66	57,230.21	57,945.59
17	48,680.78	49,289.29	49,905.41	50,529.22	51,160.84	51,800.35	52,447.85	53,103.45	53,767.24	54,439.33	55,119.83	55,808.82	56,506.43	57,212.77	57,927.92	58,652.02	59,385.17	60,127.49	60,879.08
18	51,145.24	51,784.56	52,431.87	53,087.26	53,750.86	54,422.74	55,103.03	55,791.81	56,489.21	57,195.33	57,910.27	58,634.15	59,367.07	60,109.16	60,860.53	61,621.28	62,391.55	63,171.44	63,961.09
19	53,734.47	54,406.15	55,086.23	55,774.81	56,471.99	57,177.89	57,892.62	58,616.27	59,348.98	60,090.84	60,841.97	61,602.50	62,372.53	63,152.19	63,941.59	64,740.86	65,550.12	66,369.50	67,199.12
20	56,454.78	57,160.46	57,874.97	58,598.41	59,330.89	60,072.52	60,823.43	61,583.72	62,353.52	63,132.94	63,922.10	64,721.13	65,530.14	66,349.27	67,178.63	68,018.37	68,868.60	69,729.45	70,601.07
21	62,315.51	63,094.46	63,883.14	64,681.68	65,490.20	66,308.83	67,137.69	67,976.91	68,826.62	69,686.95	70,558.04	71,440.01	72,333.01	73,237.18	74,152.64	75,079.55	76,018.04	76,968.27	77,930.37
22	68,784.67	69,644.48	70,515.03	71,396.47	72,288.92	73,192.54	74,107.44	75,033.79	75,971.71	76,921.35	77,882.87	78,856.41	79,842.11	80,840.14	81,850.64	82,873.77	83,909.70	84,958.57	86,020.55
23	75,925.40	76,874.47	77,835.40	78,808.34	79,793.45	80,790.87	81,800.75	82,823.26	83,858.55	84,906.78	85,968.12	87,042.72	88,130.75	89,232.39	90,347.79	91,477.14	92,620.60	93,778.36	94,950.59
24	83,807.44	84,855.03	85,915.72	86,989.66	88,077.04	89,178.00	90,292.72	91,421.38	92,564.15	93,721.20	94,892.72	96,078.88	97,279.86	98,495.86	99,727.06	100,973.65	102,235.82	103,513.76	104,807.69
25	92,507.73	93,664.08	94,834.88	96,020.31	97,220.57	98,435.82	99,666.27	100,912.10	102,173.50	103,450.67	104,743.80	106,053.10	107,378.76	108,721.00	110,080.01	111,456.01	112,849.21	114,259.83	115,688.08
26	102,111.22	103,387.61	104,679.96	105,988.46	107,313.31	108,654.73	110,012.92	111,388.08	112,780.43	114,190.18	115,617.56	117,062.78	118,526.06	120,007.64	121,507.74	123,026.58	124,564.42	126,121.47	127,697.99
27	112,711.69	114,120.58	115,547.09	116,991.43	118,453.82	119,934.49	121,433.67	122,951.60	124,488.49	126,044.60	127,620.15	129,215.41	130,830.60	132,465.98	134,121.81	135,798.33	137,495.81	139,214.50	140,954.69

20	**21**	**22**	**23**	**24**	**25**	**26**	**27**	**28**	**29**	**30**	**31**	**32**	**33**	**34**	
T	**U**	**V**	**W**	**X**	**Y**	**Z**	**AA**	**AB**	**AC**	**AD**	**AE**	**AF**	**AG**	**AH**	**Grade**
27,970.45	28,320.08	28,674.08	29,032.51	29,395.41	29,762.86	30,134.89	30,511.58	30,892.97	31,279.13	31,670.12	32,066.00	32,466.82	32,872.66	33,283.57	1
29,386.45	29,753.78	30,125.71	30,502.28	30,883.56	31,269.60	31,660.47	32,056.23	32,456.93	32,862.64	33,273.42	33,689.34	34,110.46	34,536.84	34,968.55	2
30,874.14	31,260.07	31,650.82	32,046.45	32,447.04	32,852.62	33,263.28	33,679.07	34,100.06	34,526.31	34,957.89	35,394.86	35,837.30	36,285.27	36,738.83	3
32,437.15	32,842.61	33,253.14	33,668.81	34,089.67	34,515.79	34,947.23	35,384.08	35,826.38	36,274.21	36,727.63	37,186.73	37,651.56	38,122.21	38,598.74	4
34,079.28	34,505.27	34,936.58	35,373.29	35,815.46	36,263.15	36,716.44	37,175.39	37,640.09	38,110.59	38,586.97	39,069.31	39,557.67	40,052.14	40,552.80	5
35,804.54	36,252.10	36,705.25	37,164.06	37,628.61	38,098.97	38,575.21	39,057.40	39,545.62	40,039.94	40,540.44	41,047.19	41,560.28	42,079.78	42,605.78	6
37,617.14	38,087.36	38,563.45	39,045.49	39,533.56	40,027.73	40,528.08	41,034.68	41,547.61	42,066.96	42,592.79	43,125.20	43,664.27	44,210.07	44,762.70	7
39,521.51	40,015.53	40,515.73	41,022.17	41,534.95	42,054.14	42,579.81	43,112.06	43,650.96	44,196.60	44,749.06	45,308.42	45,874.77	46,448.21	47,028.81	8
41,522.29	42,041.32	42,566.83	43,098.92	43,637.66	44,183.13	44,735.42	45,294.61	45,860.79	46,434.05	47,014.48	47,602.16	48,197.18	48,799.65	49,409.64	9
43,624.35	44,169.66	44,721.78	45,280.80	45,846.81	46,419.90	47,000.15	47,587.65	48,182.49	48,784.77	49,394.58	50,012.02	50,637.17	51,270.13	51,911.01	10
45,832.84	46,405.75	46,985.82	47,573.14	48,167.81	48,769.90	49,379.53	49,996.77	50,621.73	51,254.50	51,895.18	52,543.87	53,200.67	53,865.68	54,539.00	11
48,153.12	48,755.04	49,364.48	49,981.53	50,606.30	51,238.88	51,879.37	52,527.86	53,184.46	53,849.26	54,522.38	55,203.91	55,893.96	56,592.63	57,300.04	12
50,590.88	51,223.26	51,863.55	52,511.85	53,168.25	53,832.85	54,505.76	55,187.08	55,876.92	56,575.38	57,282.57	57,998.61	58,723.59	59,457.63	60,200.85	13
53,152.04	53,816.44	54,489.15	55,170.26	55,859.89	56,558.14	57,265.11	57,980.93	58,705.69	59,439.51	60,182.50	60,934.79	61,696.47	62,467.68	63,248.52	14
55,842.86	56,540.90	57,247.66	57,963.25	58,687.80	59,421.39	60,164.16	60,916.21	61,677.66	62,448.64	63,229.24	64,019.61	64,819.85	65,630.10	66,450.48	15
58,669.91	59,403.28	60,145.82	60,897.64	61,658.86	62,429.60	63,209.97	64,000.10	64,800.10	65,610.10	66,430.22	67,260.60	68,101.36	68,952.63	69,814.53	16
61,640.07	62,410.57	63,190.70	63,980.59	64,780.34	65,590.10	66,409.98	67,240.10	68,080.60	68,931.61	69,793.25	70,665.67	71,548.99	72,443.35	73,348.89	17
64,760.60	65,570.11	66,389.73	67,219.60	68,059.85	68,910.60	69,771.98	70,644.13	71,527.18	72,421.27	73,326.54	74,243.12	75,171.16	76,110.80	77,062.18	18
68,039.10	68,889.59	69,750.71	70,622.60	71,505.38	72,399.20	73,304.19	74,220.49	75,148.25	76,087.60	77,038.69	78,001.68	78,976.70	79,963.91	80,963.46	19
71,483.58	72,377.13	73,281.84	74,197.87	75,125.34	76,064.41	77,015.21	77,977.90	78,952.63	79,939.53	80,938.78	81,950.51	82,974.89	84,012.08	85,062.23	20
78,904.50	79,890.81	80,889.44	81,900.56	82,924.32	83,960.87	85,010.38	86,073.01	87,148.93	88,238.29	89,341.27	90,458.03	91,588.76	92,733.62	93,892.79	21
87,095.81	88,184.50	89,286.81	90,402.90	91,532.93	92,677.09	93,835.56	95,008.50	96,196.11	97,398.56	98,616.04	99,848.74	101,096.85	102,360.56	103,640.07	22
96,137.47	97,339.19	98,555.93	99,787.88	101,035.23	102,298.17	103,576.90	104,871.61	106,182.50	107,509.78	108,853.66	110,214.33	111,592.01	112,986.91	114,399.24	23
106,117.78	107,444.25	108,787.31	110,147.15	111,523.99	112,918.04	114,329.51	115,758.63	117,205.62	118,670.69	120,154.07	121,656.00	123,176.70	124,716.40	126,275.36	24
117,134.18	118,598.35	120,080.83	121,581.84	123,101.62	124,640.39	126,198.39	127,775.87	129,373.07	130,990.23	132,627.61	134,285.46	135,964.02	137,663.57	139,384.37	25
129,294.21	130,910.39	132,546.77	134,203.61	135,881.15	137,579.67	139,299.41	141,040.65	142,803.66	144,588.71	146,396.07	148,226.02	150,078.84	151,954.83	153,854.26	26
142,716.62	144,500.58	146,306.83	148,135.67	149,987.37	151,862.21	153,760.49	155,682.49	157,628.52	159,598.88	161,593.87	163,613.79	165,658.96	167,729.70	169,826.32	27

Exhibit F

City of Mitchell
Fire Department Light/Limited Duty

The purpose of this policy is to establish guidelines for light/limited duty for employees in the Mitchell Fire/Ambulance Service. The goals of this policy are to meet the work needs of the City and aid employees in return to normal duty. This policy is established to facilitate compliance with the medical requirements in the adoption of NFPA 1582 beginning in 2007.

General Instructions:

Light/limited duty will be temporary assignments ONLY, not to exceed six months.

Light/limited duty will be considered for those employees who have work restrictions that make them unable to perform their normal duties.

Light/limited duty will be considered when there is work available that meets an employee's work restrictions. The City may require exam and/or documentation by a physician at any time to clarify this process. The chief or designee will determine when work is available. Job duties may fall outside normal duties for purposes of making accommodations that fall within restrictions from medical provider.

Light/limited duty will be considered only for those employees who have work restrictions for over two weeks.

Light/limited duty will not be available for those whose restrictions result from outside employment.

Light/limited duty may be required for a person on worker's compensation.

If an employee rejects the offer of light duty and has no other paid time off benefit(s) available, they will remain on family medical leave pursuant to Family Medical Leave Policy 8.5 in the City of Mitchell Policy and Procedures Manual (January, 2005).

An application to request light/limited duty must be complete by the employee and a list of work restrictions must be provided by physician to the chief or designee in order to be considered.

Final 12/2/2010

Exhibit G
Paramedic Training Agreement

In order to assure that the City of Mitchell Fire/EMS Department does not invest time and money training persons for the position of paramedic without subsequently receiving the services of a fully trained paramedic for a reasonable period of time, the following agreement is made by and between the medic whose name is hereinafter set forth, hereinafter referred to as "Paramedic Candidate", and the City of Mitchell by and through the City of Mitchell Fire/EMS Division, hereinafter referred to as "The Division".

1. The Paramedic Candidate agrees to undertake paramedic training for the required period of time commencing on the date set by the Division for the enrollment of the Paramedic Candidate in the schooling and to successfully complete such training. He or she then agrees to serve as a Paramedic in the Mitchell Fire/EMS Division in any duty assignment assigned by the Division. Paramedic Candidate further agrees to devote full time to the training and subsequent service and to perform all assignments in a satisfactory manner.

2. The Division agrees to provide the paramedic training specified above, and to provide $1500 towards the direct costs related to the paramedic training. Additional costs above and beyond $1500.00 are the responsibility of the Paramedic Candidate. Such costs may include, but are not limited to, course fees, tuition, lodging, food, and additional costs.

Paramedic Candidates will provide their own transportation to training when said training is held at the Queen of Peace Teleconference Center. When the Paramedic Candidate is required to travel to Sioux Falls for class, they may be provided a City vehicle for transportation. Should a City vehicle not be available, the Paramedic Candidate will be responsible to provide their own transportation at their expense. Transportation to Field Internship sites and transportation while at the Field Internship site will be the responsibility of the Paramedic Candidate. The Division shall have no financial or liability obligations for said transportation.

It will be the Paramedic Candidates responsibility to provide his or her own lodging and meals at all times during the course of the paramedic training.

If paramedic training class is held at a time in which the Paramedic Candidate is on duty with the Division, the Paramedic Candidate may attend the training, without reduction to vacation or sick time, provided there are no fewer than the minimum staffing required to operate the shift with the Paramedic Candidates absence. If attendance in the paramedic training would result in less than minimum staffing because of the Paramedic Candidates absence, it will be the responsibility of the Paramedic Candidate to fill his or her shift. This may be done by shift trading. School days will be used while the Paramedic Candidate is attending their Field Internship. The Division will be responsible

for ensuring the Paramedic Candidates regular shifts are covered for minimum staffing during this time.

3. Because many of the costs involved in training are difficult to allocate with exactitude, and damages for breach of this agreement are, likewise, difficult to assess, the Paramedic Candidate agrees to pay the Division the sum of $10,000.00, not as a penalty, but as agreed upon liquidated damages, in the event that he or she terminates his or her employment with the Division during training, or within the first 36 months subsequent to the date he or she has been awarded a certificate or diploma by the National Registry of Emergency Medical Technicians board attesting to satisfactory completion of the minimum curriculum of the National Registry of Emergency Medical Technicians Paramedic (NREMT) exam board, or if the Paramedic Candidate fails to pass the NREMT exam. If the termination of employment occurs seven months or later after the certificate or diploma has been awarded, the liquidated damages above set forth shall be reduced by the sum of $500.00 per full calendar month of employment following the first six months of employment. By way of example, if the paramedic candidate terminates his or her employment two weeks into the tenth month of employment, he or she will be credited the sum of $1,500.00 against the liquidated damages, $500.00 for each full calendar month employed following the first six months of receiving said certificate or diploma.

4. If the Paramedic Candidate receives a disabling injury or illness that causes him or her to fail to satisfactorily complete or is dismissed during the paramedic training course or requires the termination of his or her employment, no liquidated damages will be payable.

5. The exceptions in paragraph 4 above shall not apply in the event that there is substantial evidence that the Paramedic Candidate has been dismissed as a result of misrepresenting his or her basic qualifications for employment, or has caused his or her dismissal, failure, illness or injury in an attempt to avoid paying liquidated damages under the terms of this agreement.

6. It is understood that there may be other circumstances of extreme seriousness that may require a paramedic to terminate his or her employment with the city within the time period above discussed. The City may evaluate the circumstances and determine lesser liquidated damages.

7. This document embodies the whole agreement between the parties regarding the training of the Paramedic Candidate between the parties hereto and there are no inducements, promises, terms, conditions or obligations made or entered into by the Division other than contained herein and contained in the Mitchell Fire Division Standard Operating Procedures in effect on the date of this agreement. The foregoing provisions are understood and agreed to by the undersigned.

In witness whereof the parties have executed this agreement on this _____day of _____, 20____

CITY OF MITCHELL

Officer Candidate

By _____

CITY OF MITCHELL
CITY PLANNING COMMISSION
MINUTES, October 11, 2016

NOT APPROVED

Call to Order: Chairman Larson called the October 11, 2016 City Planning Commission meeting to order at 12:00 pm in the Council Chambers, City Hall, 612 N Main St, Mitchell, SD

Members Present: Larson, Everson, Fergen, Griffith, Molumby, Meyers and Allen

Member Absent: Schmucker

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

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

Minutes: Motion by Everson, seconded by Molumby to approve the minutes of the September 26, 2016 meeting. All members present voting aye, motion carried.

Next Meeting: Motion by Meyers, seconded by Griffith to schedule the next meeting for October 24, 2016. All members present voting aye, motion carried.

Variance: Sue Burris has applied for a front yard variance of 15' v 25' for construction of an unenclosed porch to her residence at 210 W 10th Ave, legally described as S 100'of Lot 10, Block 42, Capital Addition, City of Mitchell, Davison County, SD. The property is zoned R2 Single Family Residential.

The applicant was present to answer questions. No written objections were received. No one testified in opposition of the application.

The public notice was published in the *Mitchell Daily Republic* on September 30, 2016 and letters to the neighbors was sent September 28, 2016.

Motion by Griffith, seconded by Molumby to recommend approval of the variance to the Board of Adjustment. Larson aye, Meyers aye, Fergen aye, Molumby aye, Griffith aye, Everson no. Motion passes 5 to 1.

Conditional Use Permit: Roxie Ackman and Brittany Royston have made an application for a conditional use permit to operate a home occupation/beauty salon in their home at 718 E 6th Ave, legally described as Lot 11, Block 4, F.M. Greene Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2.

The applicant was not present. The commission noted one neighbor written objection. No one testified in opposition.

The public notice was published on September 29 & October 6, 2016 in the *Mitchell Daily Republic* and letters to the neighboring property owners were sent on September 27, 2016.

Motion by Molumby, seconded by Fergen to recommend the Board of Adjustment approve the conditional use permit with two conditions; 1) applicant shall comply with the sign requirements in the home occupation standards, 2) no employees. All members present voting aye, motion carried.

Plat: Lot 33 of Maui Farms Second Addition, A Subdivision of the SE ¼ of Section 31, T 104 N, R 60 W of the 5th P. M., City of Mitchell, Davison County, South Dakota. Motion by Griffith, seconded by Molumby to approve the plat. All members present voting aye, motion carried.

Plat: Lot 5-B, Block 7 of Westwood First Addition, A Subdivision of the SW ¼ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. Chairman Larson asked about the master plan. Mr. Mauszycki indicated it is being updated. Motion by Molumby, seconded by Everson to approve the plat, all members present voting aye, motion carried.

Plat: A Plat of Lots 3 and 4, Block 4A of Westwood First Addition, A Subdivision of Block 4 of Westwood First Addition in the NW ¼ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. Motion by Everson, seconded by Fergen to approve the plat, all members present voting aye, motion carried.

Plat: A Plat of Lots 1 and 2, Block 8 of Westwood First Addition, and Portions of West 20th Avenue, Pheasant Street and Quail Street, All in the NW ¼ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota. Putnam mentioned this plat is to identify parcels for subsequent transfers between CJM Consulting and the City. Motion by Molumby, seconded by Everson to approve the plat, all members present voting aye, motion carried.

Plat: Lots 5B and 7B of Menard's Addition in the W ½ of the NE ¼ of Section 34, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, SD. This plat is to facilitate a future expansion of the Menards building. Motion by Everson, seconded by Griffith to approve the plat, all members present voting aye, motion carried.

Plan Approval: Dan Roeder Jr, 2200 W Havens. Zoned HB. Motion by Everson, seconded by Molumby to approve the plan as submitted, all members presents voting aye, motion carried.

Plan Approval: 2300 W Havens St, Mitchell, SD. John Hegg briefed the commission about the proposed building plans. He indicated the tenant is looking placing large portable storage units and they placing a truss roof structure on top of the units. The commission expressed concern about compliance with building codes and engineering standards. Motion by Meyers to table the proposal, he withdrew the motion prior to a second. Motion by Molumby, seconded by Everson to deny the plan as submitted, all members present voting aye, motion carried.

Other Business: Putnam asked the commission to start thinking about possible recommendations or changes to the zoning code for a review which is to be conducted over the winter months. Larson mentioned the commission about the SD Planners Association Annual Conference that will be in Sioux Falls.

Adjournment: Larson adjourned the meeting at 12:50 pm.

Chairman

Date