

## City Council Agenda

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

August 15, 2016

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

### 1. 4:00 P.m.-6:00 P.m. Budget Work Session

### 2. 6:30 P.m. Public Properties

Documents:

[PUBLIC PROPERTIES AGENDA 08-15-16.PDF](#)

### 3. 6:40 P.m. Traffic Commission

Documents:

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

### 4. Call To Order

### 5. Pledge Of Allegiance

### 6. Invocation: First Presbyterian

### 7. Roll Call

### 8. 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.*

### 9. City Council Minutes

Documents:

[08-01-16.PDF](#)

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

### 10. Committee Minutes:

*Planning Commission July 25, 2016*

*Public Health & Safety August 01, 2016*

Documents:

[PLANNINGCOMMMIN07-25-16.PDF](#)

[PUBLIC HEALTH AND SAFETY MINUTES 08-01-16.PDF](#)

### 11. Department Reports

Documents:

[FINANCE DEPARTMENT REPORT-JULY.PDF](#)

[SALES TAX COLLECTIONS-JULY.PDF](#)

[AIRPORT BOARD \(JUNE\).PDF](#)

[AIRPORT \( JULY\).PDF](#)

[TOTAL BIDE/CITY HALL JULY 2016 PDF](#)

[TOTAL RIDGECITY HALL JULY 2016.PDF](#)  
[PARK AND REC \(JUNE\).PDF](#)  
[BUILDING PERMITS - JULY 2016.PDF](#)  
[WATER \(JULY\).PDF](#)  
[JULY FIRE COMPARISON REPORT.PDF](#)  
[JULY FIRE AND EMS.PDF](#)  
[JULY EMS COMPARISON REPORT.PDF](#)  
[JULY 2016 POLICE REPORT.PDF](#)  
[LM MINUTES 7-12-16.PDF](#)

**12. Appointment Of Nikki Frederiksen To The Corn Palace Committee**

**13. Raffle Permits**

*Dakota Wesleyan University with the drawings to be held on August 26, 2016, September 3, 2016, September 17, 2016, October 15, 2016, October 22, 2016, and October 29, 2016*

*Dakota Wesleyan University with drawing to be held on September 17, 2016*

Documents:

[DWU FOOTBALL.PDF](#)  
[DWU-HOMECOMING.PDF](#)

**14. Set Date Of 09-06-16 For Hearing**

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

Documents:

[OVERTIME-SPECIAL EVENT1.PDF](#)

**15. Approval Of Special Event License**

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

Documents:

[STAFF REPORT-OUTKAST.PDF](#)  
[OUTKAST CAR CLUB.PDF](#)

**16. Gas & Diesel Competitive Quotations**

Documents:

[JULY 28 2016 FUEL.PDF](#)

**17. Pay Estimates For August 15, 2016**

*Pay Estimates for August 15, 2016*

Documents:

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

**18. Approve Bills. Payroll. Salary Adjustments And New Employee Hires And Authorize**

**Payment Of Recurring And Other Expenses In Advance As Approved By The Finance Officer**

Documents:

[AP PAYMENT REGISTER-08-15-16.PDF](#)

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

**20. 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.*

**21. Committee Reports: Entertain A Motion To Approve The Committee Reports**

*Public Properties*

*Traffic Commission*

**22. HEARINGS: Special Malt Beverage And Liquor Licenses**

*On the application to transfer Retail (On-Off Sale) Malt Beverage License RB-3833 from PRG Mitchell, LLC, dba Marco's Pizza, 605 South Sanborn Avenue, Mitchell, South Dakota to PRG Mitchell, LLC, dba Marco's Pizza, 605 South Sanborn Avenue, Mitchell, South Dakota due to a change in configuration of the licensed premises to include Patio.*

*Background check was recently completed on their Malt Beverage Renewal Property Taxes are current.*

*On the application of Marco's Pizza, 605 South Sanborn Avenue, Mitchell, South Dakota to obtain a Retail (On-Off Sale) Wine License. This license does not include video lottery.*

*On the application of James River Archers, Alexandria, South Dakota for a Special Event Liquor License, located at the National Guard Armory on August 20th, 2016 for a wedding dance.*

*On the application of the Palace City Lions Club for a Special Event Malt Beverage License, located at the Horseman's Sports Arena on August 17, 2016 for the Bull Bash.*

Documents:

[STAFF REPORT-HEARINGS.PDF](#)

[MARCOS PATIO APP.PDF](#)

[MARCOS WINE APP.PDF](#)

[NATIONAL GUARD.PDF](#)

[LIONS CLUB-BULL BASH.PDF](#)

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

**24. Hearing On Sara Bailey, 308 E 7th Ave**

*On the application for Sara Bailey for a conditional use permit to operate a family residential child care facility in her home located 308 E 7th Ave, legally described as Lot 9, Block 1, Rowley's 1st Addition, City of Mitchell, Davison County, South Dakota. Zoned R2 Single Family Residential.*

Documents:

DOC080816-08082016152545.PDF  
DOC080216-08022016112516.PDF  
DOC080216-08022016112502.PDF  
DOC080216-08022016112556.PDF  
DOC080216-08022016113312.PDF

**25. Hearing On Angela & Bonnie Jones, 414 W 7th Ave**

*On the application for Angela & Bonnie Jones (applicant) and Boyd and Kay Reimnitz (owners) for a conditional use permit to operate a home occupation/retail business and display of artwork in the applicant's home located 414 W. 7th Ave, legally described as E 1/2 of Lot 9 and 10, Block 3, Rowley's 2nd Addition, City of Mitchell, Davison County, SD. Zoned R2 Single Family Residential*

Documents:

DOC080816-08082016154007.PDF  
DOC080816-08082016154018.PDF  
DOC080816-08082016154031.PDF  
DOC080816-08082016154049.PDF  
DOC080816-08082016154100.PDF

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

**27. Action On Resolution #3374:**

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

Documents:

DOC080816-08082016155112.PDF  
DOC080816-08082016155535.PDF

DOC080816-08082016155124.PDF  
DOC080816-08082016155137.PDF  
DOC080816-08082016155155.PDF

**28. Action On Resolution #3375, "Addendum To Agreement":**

*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*

Documents:

AGENDA ITEM- RESOLUTION ON ADDENDUM.PDF  
RESOLUTION APPROVING ADDENDUM.PDF  
CJM-CONSULTING-CITY-ADDENDUM.PDF

**29. 2nd Reading & Adoption Of Ordinance 2548 Creating Standard Cable Franchise:**

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

Documents:

AGENDA ITEM- STANDARD CABLE FRANCHISE.PDF  
MITCHELL- ORDINANCE CREATING STANDARD CABLE FRANCHISE (FINAL REVISION).PDF  
MITCHELL- EXHIBIT 1 TO STANDARD CABLE FRANCHISE- TECHNOLOGY GRANT.PDF  
MITCHELL- EXHIBIT 2 TO STANDARD CABLE FRANCHISE- LOCATIONS.PDF

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

**31. 2nd Reading & Adoption Of Ordinance #2549 Granting Mitchell Telecom Franchise:**

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

Documents:

AGENDA ITEM- MITCHELL TELECOM FRANCHISE AGREEMENT.PDF  
MITCHELL TELECOM INDIVIDUAL CABLE FRANCHISE.PDF  
MITCHELL TELECOM- EXHIBIT 1 TO INDIVIDUAL CABLE FRANCHISE- TECHNOLOGY GRANT.PDF  
MITCHELL TELECOM- EXHIBIT 2 TO INDIVIDUAL CABLE FRANCHISE- LOCATIONS.PDF

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

**33. 2nd Reading & Adoption Ordinance #2550 Granting Midco Franchise:**

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

*MIDCO's Standard Cable Franchise.*

Documents:

[AGENDA ITEM- MIDCO FRANCHISE AGREEMENT.PDF](#)  
[MIDCO INDIVIDUAL CABLE FRANCHISE.PDF](#)  
[MIDCO- EXHIBIT 1 TO INDIVIDUAL CABLE FRANCHISE- TECHNOLOGY GRANT.PDF](#)  
[MIDCO- EXHIBIT 2 TO INDIVIDUAL CABLE FRANCHISE- LOCATIONS.PDF](#)

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

**35. Action To Approve Community Services Department Procurement Policy**

*South Dakota DOT and FTA require all Transit Agencies receiving State & Federal funds to have a procurement policy in place.*

Documents:

[COMMUNITY SERVICES DEPARTMENT PROCUREMENT POLICY.PDF](#)  
[PROCUREMENT POLICY.PDF](#)

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

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

**37. Motion To Adjourn**

**38. FOR COUNCIL INFORMATION: Planning Commission Minutes August 8, 2016**

Documents:

[PLANNINGCOMMMINUTES882016.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.

PUBLIC PROPERTIES COMMITTEE  
AUGUST 15, 2016  
6:30-6:40 PM

1. CALL TO ORDER
2. APPROVE AGENDA
3. REQUEST FOR STREET LIGHTS ON TORREY PINES

Documents:

[TORREYPINES.PDF](#)

4. REQUEST STREET LIGHTS: WEST SPRUCE FROM ROWLEY STREET TO OHLMAN STREET

Documents:

[SPRUCE.PDF](#)

Committee meeting agendas are scheduled based on an estimated time of completion. If a meeting concludes prior to its scheduled time the next committee may start its proceedings early.

"The City of Mitchell invites all interested parties to give oral or written comments. If special accommodations are required, please notify the Public Works Department at 995-8433 at least 24 hours prior to the scheduled meeting."

Chairman: Mel Olson

Committee Members: Bev Robinson, Dave Tronnes, Dan Allen, and Susan Tjarks



Kemper Ave

Torrey Pines

Country Dr

N Ohlman St

Thunderbird Dr

Country Dr

**Street Lights**

- Proposed Street Light

Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



**Street Lights**

-  Proposed Street Light

Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**Mitchell Traffic Commission**  
**August 15, 2016**  
**City Council Chambers**

**1. 6:40 P.M. Call To Order**

**2. Request To Remove "10 Minute" Parking**

*Request to remove the "10 Minute" parking in the 500 blk of North Main.*

**3. Request For Handicapped Parking Space**

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

Documents:

[GRACE BAPTIST CHURCH REQUEST FOR HANDICAPPED SIGNAGE.PDF](#)

**4. Request For Yield Sign**

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

**5. First United Methodist Church Parking Change Request**

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

Documents:

[FIRST UNITED METHODIST CHURCH CURRENT AND PROPOSED PARKING LAYOUTS.PDF](#)

**6. Discussion**

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

**7. Next Traffic Commission Meeting**

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

Chairman  
Lyndon Overweg

Committee Members

Jeff Smith  
Dave Tronnes  
Dan Allen  
Steve Rice

STEVIE FINE

*Committee meeting agendas are scheduled based on an estimated time of completion. If a meeting concludes prior to its scheduled time the next committee may start its proceedings early.*

*The City of Mitchell invites all interested parties to give oral or written comments. If special accommodations are required, please notify the Public Safety Department at 995-8400 at least 24 hours prior to the scheduled meeting.*

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

August 1, 2016  
6:30 P.M.

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

**ABSENT:** Mel Olson

**PRESIDING:** Mayor Jerry Toomey

**AGENDA:**

Moved by Allen, seconded by Rice, to approve the following items on the consent agenda and to pay Big "O" Concrete up to the contract amount of \$88,687.75:

- a. Council Minutes from Prior Meeting.
- b. Committee Minutes:
  1. Planning Commission July 11, 2016, and
  2. Traffic July 18, 2016.
- c. Raffle Requests:
  1. Mitchell Prehistoric Indian Village with the drawing to be held on October 1, 2016,
  2. Mitchell Area Charitable Foundation with the drawing to be held on October 11, 2016, and
  3. Mitchell Skating & Hockey Association with the drawing in February 2017.
- d. Department of Public Safety request to purchase traffic bollards. They have been approved in the amount of \$17,500.00 through grant funds.
- e. Set date of 08-15-2016 on the following applications:
  1. Hearing on the application to transfer Retail (On-Off Sale) Malt Beverage License RB-3833 from PRG Mitchell, LLC dba Marco's Pizza, 605 South Sanborn Avenue, Mitchell, South Dakota to PRG Mitchell, LLC dba Marco's Pizza, 605 South Sanborn Avenue, Mitchell, South Dakota due to a change in configuration of the licensed premises to include the Patio. Background check was recently completed on their Malt Beverage renewal. Property taxes are current,
  2. Hearing on the application of Marco's Pizza, 605 South Sanborn Avenue, Mitchell, South Dakota to obtain a Retail (On-Off Sale) Wine License. This license does not include video lottery,

3. Hearing on the application of the James River Archers, Alexandria, South Dakota for a Special Event Liquor License located at the National Guard Armory on August 20<sup>th</sup>, 2016 for a wedding dance, and
  4. Hearing on the application of the Palace City Lions Club for a Special Event Malt Beverage License located at the Horseman's Sports Arena on August 17, 2016 for the Bull Bash.
- f. Set date of 08-22-16 to receive and consider bids for Annual Supply of Rock Salt-City Project #2016-27 at 1:30 p.m. in the Council Chambers of City Hall.
  - g. Set Date of 08-22-16 to receive and consider bids for Janitorial Supplies at 1:30 p.m. in the Council Chambers of City Hall.
  - h. Pay Estimates:
    - Pay Estimate #2 in the amount of \$425.33 for Sidewalk Project #2016-4A contracted to Top Grade Concrete,
    - Pay Estimate #3 in the amount of \$13,981.36 for Sidewalk Project #2016-4A contracted to Top Grade Concrete,
    - Pay Estimate #4 in the amount of \$20,824.72 for Sidewalk Project #2016-4B contracted to Big "O" Concrete,
    - Pay Estimate #2 in the amount of \$55.50 for Sidewalk Project #2016-4D contracted to Top Grade Concrete,
    - Pay Estimate #3 in the amount of \$5,654.37 for Sidewalk Project #2016-4D contracted to Top Grade Concrete,
    - Pay Estimate #4B in the amount of \$15,125.28 for Swimming Pool Project #2016-11 contracted to MSH Architects,
    - Pay Estimate #3 in the amount of \$78,957.00 for WWTP Force Main Phase II Project #2016-12 contracted to H & W Contracting, LLC,
    - Pay Estimate #2 in the amount of \$55,085.60 for Curb & Gutter-Schedule A Project #2016-14 contracted to Rexwinkel Concrete,
    - Pay Estimate #4 in the amount of \$212,623.11 for 5<sup>th</sup> Street & Utilities Improvement Project #2016-19 contracted to B & B Contracting Inc.,
    - Pay Estimate #2 in the amount of \$1,702.47 for Old Landfill Leachate Monitoring Project #2016-28 contracted to Legette, Brashears & Graham Inc., and
    - Pay Estimate #3 in the amount of \$226.95 for New Landfill Monitoring Project #2016-29 contracted to Legette, Brashears & Graham Inc.
  - i. Approve Bills, Payroll, Salary Adjustments and New Employee Hires and Authorize Payment of Recurring and Other Expenses in Advance as Approved by the Finance Officer.

**PAYROLL JULY 3, 2016- PAYROLL JULY 3, 2016:** Finance \$1,150.53, Municipal Building \$756.61, Police \$754.25, Traffic \$447.13, Street \$4,962.05, Public Works \$2,396.29, Cemetery \$393.81, Animal Control \$388.90, Emergency Medical Services \$371.18, Library \$2,012.33, Recreation & Aquatics \$496.69, Recreation Center \$1,658.77, Sports Complexes \$1,477.21, Parks \$1,301.82, Supervision \$372.27, RSVP \$745.04, Palace Transit \$3,447.71, Nutrition \$217.18, Water \$660.12, Water Distribution \$1,780.74, Sewer \$2,452.66, Waste Collection \$2,504.33, Landfill \$1,414.59, Corn Palace Maintenance \$1,504.76.

**PAYROLL JULY 3, 2016 – JULY 16, 2016:** City Council \$2,913.84, Mayor \$1,212.23, City Administrator \$4,300.13, Attorney \$3,636.72, Finance \$11,965.78, Human Resources \$3,031.28, Municipal Building \$2,990.55, Information Technology \$2,251.52, Police \$63,249.45, Traffic \$2,891.84, Fire \$43,974.85, Street \$28,134.38, Public Works \$20,184.47, Cemetery \$3,977.80, Animal Control \$1,525.12, Emergency Medical Services \$10,946.95, Library \$12,671.61, Recreation & Aquatics \$29,178.86, Recreation Center \$9,673.12, Sports Complexes \$16,060.75, Parks \$21,274.72, Supervision \$1,445.03, E911 \$22,088.72, RSVP \$5,810.36, Palace Transit \$15,659.27, Nutrition \$905.93, Water \$5,801.65, Water Distribution \$7,200.00, Sewer \$13,961.02, Airport \$1,921.84, Waste Collection \$11,105.85, Landfill \$9,100.60, Corn Palace Maintenance \$28,169.84, Golf Course \$8,729.00.

**SALARY ADJUSTMENTS:**

TRAFFIC: Joshua Harvey-\$19.209.

CORN PALACE: Kamber Muilenburg-\$9.55.

WATER DISTRIBUTION: Thomas Schuman-\$20.056.

**WARRANTS:** A & B Business Solutions, Contract Services-\$1,302.69; A-OX Welding Supply, Rental-\$65.47; AAA Collections, Service-\$30.00; AAA Lawn Care and Maintenance, Contract Services-\$220.00; Adam Fosness, Contract Services-\$1,705.00; Advance Auto Parts, Supplies-\$6.00; Advanced Entertainment Tech, Equipment-\$43,372.00; Aflac, Aflac Withholding-\$4,310.34; Aflac Group, Critical Care-\$791.36; Agronomy Plus, Supplies-\$37.33; AIA Corporation, Supplies-\$105.91; Al's Engraving, Service-\$18.20; Amber Dewitt, Reimbursement-\$30.00; American Garage Door, Repairs-\$420.83; American Water Works, Renewal-\$300.00; Ameripride Services, Supplies-\$207.64; Argus Leader Media, Subscription-\$223.19; Avera Queen of Peace Hospital, Contract Services-\$1,081.50; B & B Contracting, 2016-19 P.E #4-\$212,623.11; Bailey Metal Fabricators, Repairs-\$333.78; Bender's Sewer Cleaning, Repairs-\$190.00; Big Daddy D's, Contract Services-\$4,780.00; Big O Concrete, 2016-4B P.E. #4-\$20,824.72; Billie Kelly, Reimbursement-\$45.00; Break Time Portables, Rental-\$285.00; Brian Andersen,

Reimbursement-\$45.00; Brown & Saenger, Supplies-\$467.28; Building Sprinkler, Maintenance-\$489.55; C & B Operations, Maintenance-\$186.52; Campbell Supply, Supplies-\$158.44; Carquest Auto Parts, Supplies-\$104.85; CDW Government, Supplies-\$134.98; Central Electric, Utilities-\$720.42; Century Link, Utilities-\$1,319.12; CHR Solutions, Contract Services-\$3,165.01; Christina Cranny, Reimbursement-\$45.00; City of Sioux Falls, Lab Fees-\$29.00; City of Woonsocket, Utilities-\$31.50; Claims Associates, Liability Claim-\$676.80; Coca Cola Bottling, Supplies-\$51.50; Corn Palace Concessions, Supplies-\$441.00; Corporate Translation Service, Translation Service-\$87.36; County Fair, Supplies-\$71.59; Dak Tech, Supplies-\$2,067.00; Dakota Supply Group, Supplies-\$18.80; Dan McCloud, Reimbursement-\$45.00; Daniel Dobesh, Reimbursement-\$45.00; David Jones, Reimbursement-\$33.75; Dean Knippling, Supplies-\$83.96; Dennis Geidel, Reimbursement-\$45.00; Department of Social Services, Child Support-\$1,489.99; Dick's Towing, Police Tow-\$180.00; Dippin' Dots, Supplies-\$1,028.16; Don Everson, Travel-\$32.00; Dr. Martin Christensen, Contract Services-\$1,500.00; Einstein's, Rental-\$145.00; Eric Hieb, Contract Services-\$6,094.08; Evelyn Thomsen, Refund-\$62.43; Express 2, Supplies-\$75.00; Farmers Alliance, Supplies-\$1,806.35; Farner-Bocken, Supplies-\$7,006.20; Fastenal, Supplies-\$54.91; First National Bank Omaha, Loan Payment-\$6,271.87; Fisher Scientific, Supplies-\$844.60; Gary Walton, Reimbursement-\$45.00; Golden West Technologies, Repairs-\$82.50; Grainger, Supplies-\$119.10; Great Lakes Higher Education, Garnishment-\$199.38; Great Western Tire, Supplies-\$801.24; H & W Contracting, 2016-12 P.E. #3-\$78,957.00; Hach, Supplies-\$467.89; Harlow's Bus Sales, Supplies-\$90.09; Harve's Pro Prints, Supplies-\$24.00; Harve's Sport Shop, Supplies-\$34.95; Hauge Associates, Garnishment-\$287.39; Hawkins, Supplies-\$2,438.59; HD Supply Waterworks, Supplies-\$9,642.09; Heritage Roofing, Repairs-\$255.00; Integrity Transcription, Transcribing Service-\$338.85; Intellipro Security, Supplies-\$38,799.05; Interstate Office Products, Supplies-\$213.73; James Valley Nursery, Supplies-\$2,771.02; Jamie Henkel, Reimbursement-\$45.00; Jaylon Tollefson, Reimbursement-\$45.00; Jebro, Supplies-\$72,643.25; Jeff Hanson, Reimbursement-\$45.00; Jeff Spars, Supplies-\$45.95; Jeri Mickelson, Reimbursement-\$41.25; Joe Haiar, Reimbursement-\$45.00; Jolynn Hanson, Reimbursement-\$45.00; Jones Supplies, Supplies-\$2,601.21; Josh Harvey, Reimbursement-\$45.00; Kathy Hanks, Reimbursement-\$45.00; Kevin Devries, Reimbursement-\$45.00; Kevin Roth, Reimbursement-\$45.00; Kone, Service Contract-\$707.58; KORN/KQRN Radio, Publication-\$331.50; KSFY, Advertising-\$520.00; Larry's I-90 Service, Repairs-\$1,877.75; Lawson Products, Supplies-\$285.85; Leggette Brashears & Graham, 2016-28 P.E. #2-\$1,929.42; Lyndon Overweg, Reimbursement-\$37.50; M & L Repair, Repairs-\$105.00; McFarland Supply, Supplies-\$630.09; McGrath/North Attorneys, Professional Service-\$1,836.19; McLeod's Printing, Supplies-\$537.90; Mebius Nursery & Landscaping, Repairs-\$255.00; Menard's, Supplies-\$2,236.21; Meyers Oil, Supplies-\$3,425.23; Michael Todd & Company, Supplies-\$877.92; Michelle Bathke, Reimbursement-\$45.00; Microsoft, Software-\$672.50; Midwest Fire & Safety, Supplies-\$70.50; Midwest Turf & Irrigation, Repairs-\$23,046.28;

Minnesota Valley Testing, Lab Fees-\$1,477.00; Miscellaneous Vendor, Water Refund-\$18.10; Mitchell Area Convention Visitors Bureau, Professional Services-\$4,350.00; Mitchell Community Scholar, Roundup-\$1,231.73; Mitchell Concrete Product, Supplies-\$716.75; Mitchell Plumbing & Heating, Supplies-\$4,547.88; Mitchell Skating & Hockey, Sports Authority-\$5,000.00; Mitchell Telecom, Utilities-\$65.68; Mitchell United Way, United Way Deductions-\$175.42; Morris Equipment, Rental-\$214.50; MSH Architects, 2016-11 P.E. #4B-\$15,125.28; Mueller Lumber, Supplies-\$285.16; Music & Sound, Supplies-\$25.00; Muth Electric, Repairs-\$3,530.00; Napa Auto Parts, Supplies-\$124.99; Nate Hegg, Reimbursement-\$45.00; Northwestern Energy & Communications, Utilities-\$9,089.03; O'Reilly Automotive, Supplies-\$14.39; Palace City Pedalers, Sports Authority-\$1,000.00; Papa Murphy's Pizza, Pizza-\$52.00; Patti Goudy, Reimbursement-\$45.00; Paulson Air, Repairs-\$504.22; Pepsi Cola, Supplies-\$186.99; Peter Arnold, Supplies-\$44.99; Peterbilt of Sioux Falls, Supplies-\$103.80; Powerplan-OIB, Supplies-\$1,018.72; Premier Pest Control, Contract Services-\$175.00; Pro-Build, Supplies-\$289.93; Qualified Presort, Contract Services-\$651.70; Randy Wittstruck, Reimbursement-\$45.00; Rausch, Sturm, Israel, Enerson & Hornik Attorney at Law, Garnishment-\$237.81; Rexwinkel Concrete, 2016-14A P.E. #2-\$55,085.60; Roger Prewett II, Reimbursement-\$45.00; Ron's Bicycle and Locksmith, Supplies-\$145.00; Saga Communications of South Dakota, Publication-\$515.00; Sanborn Weekly Journal, Advertising-\$14.92; Santel Communications, Utilities-\$1,684.90; Satcom Global, Contract Plan-\$42.75; Scott Supply, Supplies-\$379.02; South Dakota Department of Health, Lab-\$421.00; South Dakota Retirement System, South Dakota Retirement System-\$45,467.63; South Dakota-Supplemental Retirement, Supplemental Retirement-\$3,441.66; South Dakota-Supplemental Roth 457, Roth 457 Contributions-\$300.00; South Dakota Water and Waste Water, Registration-\$600.00; Sherwin-Williams, Supplies-\$1,186.43; Sioux Equipment, Repairs-\$6,625.34; Sioux Falls Two-Way Radio, Repairs-\$150.00; Siteone Landscape Supply, Supplies-\$97.70; Standard Insurance Company, Life Insurance-\$1,131.59; State Disbursement Unit, Child Support-\$200.00; Stephanie Ellwein, Reimbursement-\$41.25; Sturdevant's Auto Parts, Supplies-\$4,091.25; Sun Gold Sports, Supplies-\$3,209.80; Tessier's, Repairs-\$484.00; The Radar Shop, Supplies-\$93.00; Thomson Reuters – West, Books-\$194.00; Thune True Value Hardware, Supplies-\$206.57; TMA Stores, Repairs-\$758.35; Todd Cavanaugh, Reimbursement-\$45.00; Top Grade Concrete, 2016-4A P.E. #2-\$20,116.56; Tough & Twisted, Art Class-\$375.60; Tyler Vetch, Reimbursement-\$45.00; United States Treasury, PCORI Fee 2nd Quarter-\$622.79; United Way & Volunteer Service, Copies-\$6.20; USA Blue Book, Supplies-\$3,150.97; Verizon Wireless, Utilities-\$546.23; Vern Eide Chevrolet Buick, Repair-\$296.94; Vern Eide of Mitchell, Repair-\$255.62; Walmart, Supplies-\$680.83; Wheelco Brake & Supply, Supplies-\$283.07; Wholesale Electronics, Supplies-\$34.72; Delta Dental Plan of South Dakota, Dental Premiums-\$12,840.58; Tate Martin, Contract Services-\$1,590.00; Standard Insurance, Life Insurance Premiums-\$403.44.

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

### **CITIZENS INPUT:**

Council Member Jeff Smith informed the City Council that the Mitchell Exchange Club is grilling hamburgers during the State Amateur Baseball Tournament and is looking for additional volunteers to work during the event. They invited City Council members and Department Heads to volunteer for Saturday afternoon, August 13, 2016.

### **COMMITTEE REPORT:**

The Public Health & Safety Committee met on August 1, 2016 at 6:30 p.m. with the following:

A request for a fireworks permit on August 27, 2016 at Joe Quintal Field for the 1<sup>st</sup> Annual Kernel Bowl was approved.

Moved by Robinson, seconded by Tjarks, to approve the Public Health & Safety report. Motion carried.

### **HEARINGS:**

It was advised that this is the date and time set for hearing on the application of Jeanne Blaalid to transfer Retail (On-Off Sale) Malt Beverage License RB-20236 and Retail (On-Off Sale) Wine License RW-20237 from Jeanne Blaalid, 515 East Spruce Street, Mitchell, South Dakota to Jeanne Blaalid, 800 West Spruce, Mitchell, South Dakota. Licenses will be inactive. Notice of hearing has been given and affidavit of publication is on file. Moved by Tjarks, seconded by Tronnes, to approve said application. Motion carried.

It was advised that this is the date and time set for hearings on the applications of the Mitchell Elks Lodge #1059 for s Special Event Liquor License, located at the Masonic Lodge on:

- August 20<sup>th</sup>, 2016 for the Shriner's 60<sup>th</sup> Anniversary
- August 27<sup>th</sup>, 2016 for a wedding, and
- September 8<sup>th</sup>, 2016 for the NRA Banquet.

Notice of hearing has been given and affidavit of publication is on file. Moved by Robinson, seconded by Allen, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Palace City Lions Club for a Special Event Malt Beverage License located at the Southwest corner of Hitchcock Park on August 20<sup>th</sup>, 2016 for the Tour de Corn. Notice of hearing has been given and affidavit of publication is on file. Moved by Rice, seconded by Tronnes, to approve said application. Motion carried.

### **BOARD OF ADJUSTMENT:**

Moved by Rice, seconded by Barington, 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 08-15-2016 for hearing on the application of Sara Bailey for a conditional use permit to operate a family residential child care facility in her home located at 308 East 7<sup>th</sup> Avenue, legally described as Lot 9, Block 1, Rowley's 1<sup>st</sup> Addition, City of Mitchell, Davison County, SD. Zoned R2 Single Family Residential District. Motion carried.

Moved by Barington, seconded by Tjarks, to set date for 08-15-2016 for hearing on the application of Angela and Bonnie Jones (applicant) and Boyd and Kay Reimnitz (owner) for a conditional use permit to operate a home occupation/retail business and display of art work in the applicants' home located at 414 West 7<sup>th</sup> Avenue, legally described as East ½ of Lots 9 & 10, Block 3, Rowley's 2<sup>nd</sup> Addition, City of Mitchell, Davison County, SD. Zoned R2 Single Family Residential District. Motion carried.

**HEARING:**

It was advised that this is the date and time set for hearing on the application of Brad Bauer for a height variance of 25' vs 23' as required for construction of a storage building located at 2501 Anthony Avenue, legally described as Lot 14, Block 9, CJM 2<sup>nd</sup> Addition, IT #3, Northwest ¼ of Section 32, Township 104 North, Range 60 West, City of Mitchell, Davison County, South Dakota. Notice of hearing has been given and affidavit of publication is on file. The Planning Commission recommended approval of said application. Moved by Smith, seconded by Tronnes, to approve said application. 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.

**ORDINANCE:**

Discussion took place between Jeff Logan and Bryan Hisel asking the City Council not to implement the 1% entertainment tax on ticket sales and admissions. The City Council heard testimony from those in favor of and those in opposition of the tax.

Moved by Robinson, seconded by Tronnes, to place Ordinance #2547, An Ordinance Revising Sections 2-4-2 and 2-4-4 of the Mitchell City Code regarding the imposition of the Lodgings, Alcoholic Beverages and Prepared Food Tax and the appropriation of the funds thereof on second reading. Motion carried. Moved by Barington, seconded by Tronnes, to adopt Ordinance #2547, as follows:

**ORDINANCE NO. 2547**

AN ORDINANCE AMENDING Sections 2-4-2 and 2-4-4 of the Mitchell City Code regarding the imposition of the Lodgings, Alcoholic Beverages and Prepared Food Tax and the appropriation of the funds thereof.

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

Section 1.

That Mitchell City Code Section 2-4-2 be amended to read as follows:

2-4-2: IMPOSITION OF TAX:

Notwithstanding the rate of tax established in subsection 2-2-2A of this title, there is hereby imposed a municipal tax which shall be measured at the rate of one percent (1%) upon the gross receipts of all leases or rentals of hotel, motel, campsites or other lodging accommodations within the city for periods of less than twenty eight (28) consecutive days, the sales of alcoholic beverages as defined at South Dakota Codified Laws 35-1-1 and establishments where the public is invited to eat, dine, or purchase and carry out prepared food for immediate consumption or ticket sales or admissions to places of amusement, athletic, and cultural events, or any combination thereof within the jurisdiction of the city.

Section 2.

That Mitchell City Code Section 2-4-4 be amended to read as follows:

2-4-4: DISPOSITION OF REVENUES:

All monies received and collected on behalf of the city pursuant to this chapter shall be used for the purpose of land acquisition, architectural fees, construction costs, payments for civic center, auditorium, or athletic facility buildings, including the maintenance, staffing, and operation of such facilities and the promotion and advertising of the city, its facilities, attractions, and activities.

Subject to the obligation of the city to apply revenues collected pursuant to this tax to the payment of principal and interest or other authorized charges in respect to revenue bonds issued by the city to be repaid with the revenues from this tax, whether or not such bonds are outstanding at the time of the enactment of this provision, all revenue received and collected by this tax on behalf of the City of Mitchell pursuant to this chapter shall be appropriated by the City Council on an annual basis.

Section 3.

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

Section 4.

The City Finance Officer shall cause notice of adoption of this ordinance to be published in the official newspaper and twenty (20) days after the completed publication, unless the referendum is invoked, this ordinance shall become effective and notice thereof shall be provided to the secretary of revenue in accordance with SDCL 10-52A-13.

Adopted by majority vote of the Mitchell SD City Council in regular session this 1<sup>st</sup> day of August, 2016.

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

**EXECUTIVE SESSION:**

Moved by Robinson, seconded by Tronnes, to go into Executive Session as permitted by SDCL 1-25-2 (4)-Preparing for contract negotiations or negotiating with employees or employee representatives. Motion carried.

Mayor Toomey declared the board out of executive session at 8:15 p.m. and the City Council to reconvene in regular session at 8:16 p.m.

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

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Michelle Bathke  
Finance Officer

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

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

August 8, 2016  
5:00 P.M.

**PRESENT:** Dan Allen, Steve Rice, Bev Robinson, Dave Tronnes

**ABSENT:** Marty Barington, Mel Olson, Susan Tjarks

**PRESIDING:** City Council President Jeffrey Smith

**ORDINANCES:**

Moved by Allen, seconded by Tronnes, to place Ordinance #2548, AN ORDINANCE REVISING AND REORGANIZING Mitchell City Code Chapter 8-10 and the Articles thereof by ESTABLISHING a standard franchise agreement for cable systems providing video programming in the City of Mitchell, SD; setting forth conditions accompanying the grant of a franchise; providing for regulation and use of the system; and prescribing penalties for the violation of its provisions on first reading. Motion carried.

Moved by Rice, seconded by Tronnes, to place Ordinance #2549, An Ordinance RENEWING the Mitchell Telecom Franchise Agreement on terms consistent with Mitchell's Standard Cable Franchise on first reading. Motion carried.

Moved by Robinson, seconded by Rice, to place Ordinance #2550, An Ordinance RENEWING the Midco Franchise Agreement on terms consistent with Mitchell's Standard Cable Franchise on first reading. Motion carried.

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.

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Michelle Bathke  
Finance Officer

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

**CITY OF MITCHELL  
CITY PLANNING COMMISSION  
MINUTES, July 25, 2016**

Call to Order: Chairman Larson called the July 25, 2016 planning commission meeting to order at 12:00 pm, Council Chambers, City Hall, 612 N Main St, Mitchell, SD

Members Present: Larson, Everson, Fergen, Griffith, Meyers, Molumby and Allen;

Member Absent: Schmucker

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

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

Minutes: Motion by Everson, seconded by Griffith to approve the minutes of July 11, 2016 with a change on page 2, paragraph 2, line 2, replace two with three feet. All members present voting aye, motion carried.

Next Meeting: Motion by Molumby, seconded by Griffith to schedule the next meeting for August 8, 2016. All members present voting aye, motion carried.

Rezoning: (Withdrawn) Changing the zoning classification of the real property legally described as Block 2, Block 3, Block 7, Block 8 and Block 9 of CJM 2<sup>nd</sup> Addition, and portions of Michael Ave, Livesay Lane, and Jamaica Street in NW ¼ of Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., Davison County, South Dakota from Urban Development District to a Planned Development District to be known as CJM Second Addition Planned Development District Number Two and changing the official zoning map accordingly.

Variance: Brad Bauer has made an application for a height variance of 25' vs 23' for construction of a building to be located at 2501 Anthony Avenue, legally described as Lot 14, Block 9, CJM 2<sup>nd</sup> Addition IT #3, NW ¼ Section 32, T 104 N, R 60 W of the 5<sup>th</sup> P.M., City of Mitchell, Davison County, SD. Zoned Planned Development District.

Applicant Bauer was present. No one other than staff and commission members testified in regards to this application. No objections have been received.

The public notice was published on July 15, 2016 in the *Mitchell Daily Republic* and letters to the neighboring property owners were sent July 13, 2016.

Motion by Molumby, seconded by Fergen to recommend the Board of Adjustment approve the variance. All members present voting aye, motion carried.

Other Business: Justin Johnson, City Attorney, briefed the commission on ex-parte and conflict of interest procedures for boards/commission that act in quasi-judicial capacities. He answered questions from the commission. No action taken.

Adjournment: Chairman Larson adjourned the meeting at 12:29 pm.

Jay A. Larson  
Chairman

08-08-16  
Date

# **PUBLIC HEALTH AND SAFETY MINUTES**

**August 1, 2016  
6:30 PM to 6:31 PM**

**Attending: Steve Rice (Chairman) Susan Tjarks, Bev Robinson and Marty Barington.**

**Absent and on the committee: Mel Olson**

**Present but not on the Committee: Dan Allen, Jeff Smith and Dave Tronnes**

## **1.) Call to Order**

Meeting was called to order by Steve Rice

## **2.) Approve Agenda**

***Motion was made by Susan Tjarks to approve the agenda, Seconded by Bev Robinson.***

## **3.) Kernel Bowl**

Lyndon Overweg, Police Chief, explained that the gal that submitted the info couldn't make it to the meeting. We have all of the information for the event and don't see any issues. The event will be held on the one end of the field. Steve Rice said that normally we add the conditions to make a stipulation that if there is a burn ban we will have to look at other options.

***Susan Tjarks Approved and Bev Robinson Seconded the Kernel Bowl***

***Motion to adjourn by Bev Robinson and Seconded by Susan Tjarks***

Meeting was adjourned

Meeting adjourned at 6:31 PM

Minutes were prepared by Terry Johnson

CITY OF MITCHELL  
CASH BALANCES REPORT  
AS OF: JULY 31ST, 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	10,336,242.85	( 9,202,131.73)	5,041,391.72	1,134,111.12
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	(10,432,643.63)	( 9,599,895.97)	9,425,837.50	832,747.66
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	1,698,767.98	( 1,562,532.66)	391,361.52	136,235.32
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	255,636.20	( 1,698,767.98)	( 1,562,532.66)	391,871.52	136,235.32
ENTERTAINMENT TAX					
211-104 CASH IN INT BEARING ACCTS	163,966.75	365,317.26	( 423,169.89)	106,114.12	( 57,852.63)
211-107 RESTRICTED CASH-BONDS	0.00	0.00	0.00	0.00	0.00
TOTAL 211-ENTERTAINMENT TAX	163,966.75	( 365,317.26)	( 423,169.89)	106,114.12	( 57,852.63)

CITY OF MITCHELL  
CASH BALANCES REPORT  
AS OF: JULY 31ST, 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	451,394.51 (	472,509.11)	313,615.28 (	21,114.60)
TOTAL 214-E-911 EMERGENCY	334,729.88	( 451,394.51) (	472,509.11)	313,615.28 (	21,114.60)
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	556,199.09 (	588,392.29)	905,345.44 (	32,193.20)
TOTAL 218-COMMUNITY SERVICES	937,538.64	( 556,199.09) (	588,392.29)	905,345.44 (	32,193.20)
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	174,910.17 (	163,874.20)	312,557.95	11,035.97
TOTAL 219-NUTRITION	301,546.98	( 174,910.17) (	163,874.20)	312,582.95	11,035.97
LIBRARY FINES FUND					
226-104 CASH IN INT BEARING ACCTS	42,864.30	6,768.09 (	6,019.83)	43,612.56	748.26
TOTAL 226-LIBRARY FINES FUND	42,864.30	( 6,768.09) (	6,019.83)	43,612.56	748.26
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	109,127.22 (	51,701.16)	90,445.63	57,426.06
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	33,019.57	( 109,127.22) (	51,701.16)	90,445.63	57,426.06
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

CITY OF MITCHELL  
CASH BALANCES REPORT  
AS OF: JULY 31ST, 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	36,811.65 (	24,016.89)	31,112.86	12,794.76
TOTAL 311-DEBT SERV-TID #17-WOODS	18,318.10 (	36,811.65) (	24,016.89)	31,112.86	12,794.76
TID #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	0.00	7,573.87	0.00
TOTAL 314-TID #20-MORRIS	7,573.87	0.00	0.00	7,573.87	0.00
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

CITY OF MITCHELL  
CASH BALANCES REPORT  
AS OF: JULY 31ST, 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	40,131.30	( 43,438.14)	( 3,306.84)	( 3,306.84)
TOTAL 535-WOODS ADDITION-TID #17	0.00	( 40,131.30)	( 43,438.14)	( 3,306.84)	( 3,306.84)
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	( 90,441.35)	5,473,578.58	( 85,301.42)
TOTAL 537-INDOOR SWIMMING POOL	5,558,880.00	( 5,139.93)	( 90,441.35)	5,473,578.58	( 85,301.42)
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
WATER					
602-104 CASH IN INT BEARING ACCTS	1,206,384.22	1,373,831.43	( 1,311,223.05)	1,268,992.60	62,608.38
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	( 1,373,831.43)	( 1,311,223.05)	1,318,992.60	62,608.38
SEWER					
604-104 CASH IN INT BEARING ACCTS	730,789.61	1,166,113.05	( 1,592,525.44)	304,377.22	( 426,412.39)
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	71,524.00	0.00	395,845.59	71,524.00
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	( 1,237,637.05)	( 1,592,525.44)	780,222.81	( 354,888.39)

CITY OF MITCHELL  
CASH BALANCES REPORT  
AS OF: JULY 31ST, 2016

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<b>AIRPORT</b>					
606-104 CASH IN INT BEARING ACCTS	165,083.85	93,551.75	( 252,815.02)	5,820.58	( 159,263.27)
TOTAL 606-AIRPORT	165,083.85	( 93,551.75)	( 252,815.02)	5,820.58	( 159,263.27)
<b>SANITATION</b>					
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	1,414,655.88	( 1,038,581.11)	2,608,454.89	376,074.77
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	4,826.72	0.00	581,181.05	4,826.72
612-1047 INVESTMENT FOR MRLF CL/POST-C	353,406.28	51,940.51	0.00	405,346.79	51,940.51
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	( 1,471,423.11)	( 1,038,581.11)	3,623,222.73	432,842.00
<b>CORN PALACE</b>					
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	835,886.76	( 969,906.89)	255,125.00	( 134,020.13)
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	4,069.04	0.00	23,674.58	4,069.04
TOTAL 613-CORN PALACE	693,456.67	( 839,955.80)	( 969,906.89)	563,505.58	( 129,951.09)
<b>GOLF COURSE</b>					
614-104 CASH IN INT BEARING ACCTS	39,633.50	296,664.19	( 249,273.42)	87,024.27	47,390.77
614-1052 CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00	0.00
TOTAL 614-GOLF COURSE	39,633.50	( 296,664.19)	( 249,273.42)	87,024.27	47,390.77
<b>HEALTH INSURANCE</b>					
652-104 CASH IN INT BEARING ACCTS	528,232.85	1,634,681.13	( 1,264,986.93)	897,927.05	369,694.20
652-107 RESTRICTED CD'S	0.00	0.00	0.00	0.00	0.00
TOTAL 652-HEALTH INSURANCE	528,232.85	( 1,634,681.13)	( 1,264,986.93)	897,927.05	369,694.20
<b>AGENCY FUNDS</b>					
700-104 CASH IN INT BEARING ACCTS	11,589.83	631,923.02	( 643,512.85)	0.00	( 11,589.83)
700-1041 BID DEPOSITS	6,750.10	13,100.00	( 2,500.00)	17,350.10	10,600.00
700-10411CORN PALACE GAMES	9,129.97	171,743.82	( 148,827.53)	32,046.26	22,916.29
700-1042 REVENUE FOR STATE	8,359.23	67,213.92	( 62,288.80)	13,284.35	4,925.12
700-10423FRINGE BENEFITS	6,595.85	35,732.17	( 36,008.68)	6,319.34	( 276.51)
700-1044 PARKS & RECREATION	33,028.71	45,219.10	( 41,465.58)	36,782.23	3,753.52
700-1045 MCSF ROUND-UP	625.59	1,394.95	( 625.59)	1,394.95	769.36
700-1046 JVCC	1.46	2,813.73	( 2,990.57)	( 175.38)	( 176.84)
700-1050 PUBLIC SAFETY-DARE	2,070.79	0.00	( 192.49)	1,878.30	( 192.49)
TOTAL 700-AGENCY FUNDS	78,151.53	( 969,140.71)	( 938,412.09)	108,880.15	30,728.62

CITY OF MITCHELL  
 CASH BALANCES REPORT  
 AS OF: JULY 31ST, 2016

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
<b>SPECIAL ASSESSMENT-710</b>					
710-104 CASH IN INT BEARING ACCTS	413,082.62	57,149.89 (	44,239.19)	425,993.32	12,910.70
TOTAL 710-SPECIAL ASSESSMENT-710	413,082.62 (	57,149.89) (	44,239.19)	425,993.32	12,910.70
<b>2005 STREET CONST</b>					
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)
<b>2011 STREET CONST</b>					
724-104 CASH IN INT BEARING ACCTS	249,999.56	14,393.08	0.00	264,392.64	14,393.08
TOTAL 724-2011 STREET CONSTRUCTION	249,999.56 (	14,393.08)	0.00	264,392.64	14,393.08
<b>MMS&amp;B LOAN PROGRAM</b>					
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
<b>FLEXIBLE SPENDING ACCT</b>					
753-104 CASH IN INT BEARING ACCTS	6,032.45	50,320.79 (	50,322.63)	6,030.61 (	1.84)
TOTAL 753-FLEXIBLE SPENDING ACCT	6,032.45 (	50,320.79) (	50,322.63)	6,030.61 (	1.84)
<b>GRAND TOTAL</b>	<b>24,419,376.25</b>	<b>(22,352,226.14)</b>	<b>(21,115,917.37)</b>	<b>25,655,685.02</b>	<b>1,236,308.77</b>
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\*\*\* END OF REPORT \*\*\*





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# City of Mitchell

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612 NORTH MAIN STREET • MITCHELL, SOUTH DAKOTA 57301 • (605) 995-8420 • FAX (605) 995-8410  
ENGINEER (605) 995-8435 • WATER PLANT (605) 995-8449 • STREET (605) 995-8465 • WASTE WATER (605) 995-8446  
WATER/UTILITIES (605) 995-8498 • PUBLIC WORKS/PLANNING/ZONING/INSPECTOR (605) 995-8433  
[www.cityofmitchell.org](http://www.cityofmitchell.org)

## Airport Board Minutes June 14, 2016

The meeting was called to order by George Bittner, 7:00 pm, at the airport. Members present were George Bittner, Levi Koerner, Todd Shannon, Tom Case and Darren Brewster. Others present was: Mike Scherschligt, Roger Gebel and Mel Olson.

Public Input: None

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

The following bills were presented for payment:

Bailey Metal Fabricators	\$ 274.23
Thune True Value	\$ 4.69
Northwestern Energy	\$ 958.98
Wright Bros. Aviation	\$ 500.00
	<u>\$1,737.90</u>

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

The Financial Report for May 2016 was available. Motion made by Levi Koerner to approve the reports. Seconded by George Bittner to approve. Motion passed.

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# City of Mitchell

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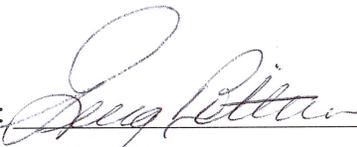
612 NORTH MAIN STREET • MITCHELL, SOUTH DAKOTA 57301 • (605) 995-8420 • FAX (605) 995-8410  
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(TAXIWAYS A & C – ROUTE & SEAL COMPLETE) Crack sealing on taxiways A & C is now complete. Quantities were over the original estimates, but required for adequate sealing. Work was completed under the Department of Aeronautics pavement maintenance program.

(AIR VENTURE / YOUNG EAGLES - AGREEMENTS) All event agreements have received approval through the city attorney, Justin Johnson. He was thanked for doing an outstanding job reaching a resolution to all requirements.

(APPROVE ALL VOUNTEER HELP FOR THE – AIR VENTURE / YOUNG EAGLES EVENT)  
Motion by George Bittner, seconded by Todd Shannon to approve all volunteer help needed for the operation of the July Air Venture / Young Eagles Event.

Motion was made by George Bittner and seconded by Darren Brewster to adjourn. Motion carried, meeting adjourned.

By:   
As: VICE PRESIDENT

## Airport Report July 2016

Mowing and herbicide applications are ongoing. General maintenance including trash cleanup tree/weed trimming and building maintenance continues. All equipment received regular scheduled maintenance and repairs. Airfield lighting repairs , runway inspections and advisories were maintained throughout the month.

We are waiting for anything new regarding the completion of the AIP parking lot project. The majority of grass seeding along all new surfaces will need to be re-seeded. The erosion mat was never correctly fastened , and there is little to no growth of desired grasses , just crab grass . They were notified that the mat was not secure, but took no action to correct it. The top soil used in the project seems to be full of rocks and low quality. Helms and associates is waiting for estimates to correctly place asphalt along a hanger where the new asphalt meets the foundation. It is unknown why this isn't just being taken care of.

One hanger owner has inquired into the possibility of installing a keypad access unit vs the current security card system in place. Estimates will be presented to the board and discussions held regarding the pros and cons of such a unit.

The 5<sup>th</sup> biennial air venture cup race launch was held on July 23rd-24<sup>th</sup>. The event went well with over 70 racers and many young eagle free airplane rides.

July-16

**PALACE TRANSIT**

**TOTAL RIDERSHIP**

Fiscal Year October 1, 2015 to September 30, 2016

SPECIAL EMPHASIS	ACTUAL		CUMULATIVE	
	July FY 2015	July FY 2016	July FY 2015	July FY 2016
ELDERLY RIDERS	1,288	1,362	13,012	13,386
HANDICAP RIDERS	2,078	1,948	24,212	25,652
GENERAL PUBLIC	1,206	624	5,635	5,757
YOUTH	4,185	3,930	26,909	28,864
UNDUPLICATE 59 & under	23	36	860	769
ELDERLY UNDUPLICATE 60 & over	27	18	545	639
TOTAL RIDERS	8,757	7,864	69,768	73,659
MILES	16,947	10,812	142,535	134,696

	MONTHLY	YEARLY
TOTAL RIDES AHEAD	-893	3,891
TOTAL MILES AHEAD	-6,135	-7,839

OFFICIAL MINUTES OF THE  
MITCHELL PARK, RECREATION & FORESTRY BOARD  
JUNE 9, 2016

A regular meeting of the Parks and Recreation Board was held on Thursday, June 9, 2016. The meeting was called to order by Melanie Mullenmeister, Vice-President at 3:59 p.m., at the Recreation Center Conference Room.

The following member of the Board were present: Melanie Mullenmeister, Brian Johnson, Jean Koehler, Mary Ellen Jepsen, Randy Seppala, Scott Kroger. Absent: Ryan Tupper. Council Liaison: Marty Barington. Staff present: Kevin DeVries, Angel DeWaard, Dan Dobesh, Steve Roth. Mayor Toomey and City Administrator Stephanie Ellwein were present for the first two delegations.

A delegation represented by Dave Backlund Jr. were present. Mr. Backlund informed the Board there will be a Bean Bag Tournament on July 9<sup>th</sup> & 10<sup>th</sup> at Wild Old Golf Course, however, he would like to request moving the Tournament to the Indoor Ice Arena utilizing the north rink for the tournament and to allow the filing of special alcohol permit with the City Council. Sports Complex Supervisor Dan Dobesh made a request to the Board that if alcohol is allowed at the Tournament that it be contained inside the hockey boards and that the Board set a deposit and rental fee for the Tournament. Motion Kroger, Second Koehler to move forward with allowing the Bean Bag Tournament to be held at the Indoor Ice Arena north rink and if the City Council approves the special alcohol permit, that all alcohol be contained inside the hockey boards only. Motion approved and carried. Discussion was held on rental fee structure. Motion Koehler, Second Jepsen to recommend the rental fee be set at \$350 per day, all clean up done by the Tournament sponsors along with a matching damage deposit. Motion approved and carried.

A delegation from the UBC development represented by Christie Gunkel were present. Ms. Gunkel presented to the Board a request to have a backstop installed south of the existing playground along with a petition signed by UBC development residences supporting the construction of a baseball diamond. The Board informed Ms. Gunkel that this would most likely fall under the jurisdiction of the Golf Board. City Administrator Ellwein requested a copy of the proposal to submit to the City Attorney to research and determine if this falls under the Park Board or Golf Board.

A delegation from the American Radio Relay League represented by Mark King were present. Mr. King informed the Board the ARRL had scheduled a Field Day Event for ham radio operators on June 25<sup>th</sup> and 26<sup>th</sup> at Kiwanis Woodlot and submitted a request to allow the operators to remain in the park area after 11 p.m. so operators can work as many stations as possible on any and all amateur bands, which is by city ordinance when all parks are closed. Motion Johnson, Second Seppala to allow the ARRL to remain in Kiwanis Woodlot Park on June 25<sup>th</sup> after 11 p.m. Motion approved and carried.

A delegation from the Mitchell Aquatics Club represented by Scott Fossum were present. Mr. Fossum presented to the Board an outline for a Build-a-Pool Capital Campaign seeking donations to secure the funds pledged by the Aquatics Club to contribute to the construction of the new Indoor Pool to be attached to the existing Mitchell Rec Center. The Board informed Mr. Fossum they would review the handout and when the new Park and Recreation Director is in place will begin to come up with fundraising guidelines.

A delegation from Puetz Construction represented by Wayne Puetz, John Schmidt and Herm Harms were present. Mr. Puetz informed the Board it has been brought to attention the addition to the Indoor Ice Arena, the south rink roof is building up ice/water and there is concern on damage to the structure. Mr. Puetz stated that originally Puetz Construction was to provide architectural and construction management services for the south rink/second sheet of ice construction, however, the City rescinded the agreement for their construction management services. Mr. Puetz noted he can provide documentation that the facility was to be a 9-month facility with no summer ice, therefore this is most likely the reason for the roof issues. The Board expressed concern that when the hockey spring/summer season is over at the end of June the south rink needs to be shut down until this issue is resolved at it may need to go beyond the Park Board.

A delegation from the Mitchell Skating and Hockey Association represented by John Lord were present. Mr. Lord, MSHA Board President presented four requests to the Park Board for improvements to the north rink as follows: Spray (rhino liner) flooring by the Zamboni doors at a cost of \$6,700, which MSHA would pay for; Build a 4 foot false wall on the west side where there is currently signage and the HVAC system, the signs would be placed uniformly on the wall and the would help to conceal the HVAC system; Build two rooms on top of the existing concession stand, one room would be 16'x40' film room and the second room would be 20'x40', the construction would be done by a contractor; Place a sign outside as there is currently no signage denoting the building as the Mitchell Activity Center. A lengthy discussion followed. Motion Johnson, Second Koehler to allow the spray flooring by the Zamboni doors and to have the Sports Complex Supervisor Dan Dobesh involved with this project; Allow the construction of the false wall done in an aesthetically pleasing fashion working with Dan Dobesh on this project; Allow the construction of the two rooms above the concession stand only upon approval by the City Engineer that it is structurally sound and to allow a new sign for the Mitchell Activity Center upon Park Board approval of the final sign design. Motion approved and carried.

Motion Seppala, Second Koehler to approve the agenda as presented. Motion approved and carried.

Minutes of the May 12, 2016 meeting were reviewed. Motion Johnson, Second Seppala to approve he Minutes of the May 12, 2016 meeting as read. Motion approved.

Motion Jepsen, Second Johnson to approve the Bills as submitted. Motion approved and carried.

Board Member Johnson updated the Board on the recent pool committee task force meeting, noting the committee has narrowed it down to one plan and bids may go out this fall.

No update available on the Rec Center feasibility study.

The Board was informed the Mayor has made an offer to an individual for the Park, Recreation and Forestry Director position.

No update available on the Campground Lease.

The Board will discuss fundraising guidelines at a future meeting.

The Board was informed that City Attorney Justin Johnson is fine tuning and agreement with Palace City Pedalers for the Kiwanis Woodlot pump track irrigation.

Kevin DeVries reviewed the Recreation Center Report. Summer programs are going well. Baseball, softball and swimming lesson numbers are around normal. Theater and track numbers are up this year. Todd started a few new programs one being games, games, games for younger kids. It teaches them how to set up and play old fashion yard games like bean bag toss, crochet etc. He also started Bikes and Parks for 2 different age groups, where the instructors take them on bike trips in town and on some of the trails to teach them bike safety. The Aquatic Center is up and running, Jamie has done a tremendous job. The Rec Center is plugging along. Thomas and Adam are working with a lot of young athletes. Thomas is working with McCook Central High School athletes and coaches this summer on their strength and conditioning, he is going over there twice a week in the mornings. We have figured out the seam room leak, the tile is not properly sealed and we are waiting for estimates on the cost to retiling it the right way. For the next Board meeting I would like to discuss and clarify the definition for a family pass and also age/grade requirement for when a child can start a park and rec program.

Steve Roth reviewed the Parks & Forestry Report. Projects we are working on or have completed are: Finished getting pool ready for opening day on May 28<sup>th</sup>; Making repairs to irrigation systems; Poured the sidewalk and doing dirt work for the new fishing pier at Sportsman's Club; Tilled and planted the flower gardens and the smaller flower beds in the other parks; Fertilized Hitchcock, Pioneer, Aquatic Center, 5<sup>th</sup> and Main Parking lot and Rotary Park; Sprayed pre-emergence in Hitchcock, Northridge, Doty and Pioneer Park; Seasonal staff have been busy mowing and trimming; Treating any standing water we find for mosquitos and have fogged the City twice; Started preparing the site at Northridge for the new ball field; Put the buoys in the lake and opened up the beaches; Adding wood chip to playgrounds that need more; Working in stump removal for the Engineering Department for sidewalks.

Dan Dobesh reviewed the Sorts Complex Report. Projects we are working on:

*MAC:*

- Hockey lease ends June 30<sup>th</sup>
- South Ice will come out around 1<sup>st</sup> week of July

*Cadwell Complex:*

- Sunshades are estimated to ship June 27<sup>th</sup>
- Fences have all been sprayed to keep weeds down
- Yellow fence cap has been completed on west 4-plex
- Flowers planted around Cadwell

*Pepsi Complex:*

- Daily maintenance: mowing/weed whipping/painting lines
- Sprayed all grass around concession area for weeds

*Parks:*

- Daily maintenance: mowing/weed whipping
- Irrigation turned on at Patton Young
- Fields/fences have been sprayed to keep weeds down.

There being no further business the Board adjourned at 5:25 p.m., noting Thursday, July 14, 2016 as the date of the next regular meeting of the Mitchell Park, Recreation and Forestry Board.



# City of Mitchell

## July, 2016 - Water Dept. Report

*August 2, 2016*

*From: Richard Pollreisz  
Water Superintendent  
City of Mitchell*

*To: Tim McGannon  
Director of Public Works*

The month of July was hot and dry. We receive only 1.68 inches of rain in July. On 07/25/2016, the Lake was down 6 inches from running over spillway. The lake water temperature was 78.8 degrees. The water consumption for July, 2016 was more, than in June, 2016. We didn't pump any water from Lake Mitchell during the month of July. All of the water that went to the water towers in July was from the B-Y- Rural Water System. We brought in approximately 112.298 MG. of water from the B-Y Rural Water system for the month of July. The daily average we brought in from the B-Y Rural Water System for the month of July was 3.623 MGD. The peak day, for the water we brought in from the B-Y- Rural Water System for July was 4.235 MGD. The total we pumped into the water towers (effluent) was 114.013 MG of water for the month of July. The average daily usage of water for the City of Mitchell for July was 3.378 MGD. The maximum peak day of water consumption for the month of July, was 4.355 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 4<sup>th</sup>, 2003. The chemical cost for the month of July, 2016 was \$2,747.51 or \$24.47 per MG. of water, which equates to .018 cents per unit (750 gallons). The chemical cost was more in July than in June, because we use more poly- phosphate. The chlorine residual is ok in the water towers. We did add some chlorine and ammonia a couple of times when the B-Y water chlorine residual was low. We didn't run the Water Plant in July. 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 July. 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 July. 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. We had to have some work done to our main SCADA computer.

**Water tests-**

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

. We still do our daily water tests as follows:

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

. Fluoride test for July 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 July-----TESTED---OK---Pierre, S.D.

. B-Y WATER tests for July - OK.

. TTHM'S and HAA5'S -sent to Pierre on 07/25/2016---waiting for the results.

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

Well, that is all I have for the month of July, 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 July.

**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 Polreis

Water Superintendent

# CITY OF MITCHELL

## MONTHLY WATER TREATMENT CHEMICAL CONSUMPTION REPORT MONTH / YEAR—July, 2016— Richard Pollreisz – Water Superintendent

Coagulant Aid- (2187)	=	<u>0-Gals.</u>	X	<u>CONTRACT</u>	=	<u>\$0.00</u>
Lime	=	<u>0# or 0- TON'S</u>	X	<u>\$192.39/TON</u>	=	<u>\$0.00</u>
Sodium Chlorite	=	<u>0-GAL</u>	X	<u>CONTRACT</u>	=	<u>\$0.00</u>
Fluoride	=	<u>0-GAL</u>	X	<u>\$1.99/GAL</u>	=	<u>\$0.00</u>
Polymer (2386)	=	<u>0-GAL</u>	X	<u>CONTRACT</u>	=	<u>\$0.00</u>
Activated Carbon	=	<u>0# or 0- TON'S</u>	X	<u>\$1,936.25/TON</u>	=	<u>\$0.00</u>
Chlorine	=	<u>80# or .04- TON'S</u>	X	<u>\$1.45/LB.</u>	=	<u>\$116.00</u>
Poly Phosphate	=	<u>1,500# or .75 TON</u>	X	<u>\$1.75/LB.</u>	=	<u>\$2,625.00</u>
Carbon Dioxide	=	<u>0# or 0- TON'S</u>	X	<u>\$178.00/TON</u>	=	<u>\$0.00</u>
Ammonia	=	<u>3# or 0-TON'S</u>	X	<u>\$2.17 /LB.</u>	=	<u>\$6.51</u>
Pristine Contract	=	<u>0 -MG of WATER</u>	X	<u>.255/1000 GALS. RAW WATER</u>	=	<u>\$0.00</u>
TOTAL =						<u>\$2,747.51</u>

Raw Water Treated (LAKE) 0 MG—or 0 MGD—or— PEAK DAY 0 MG  
 Finished Water (EFFLUENT) 114.013 MG—or 3.678 MGD—or— PEAK DAY 4.355 MG  
 B-Y- Water (INFLUENT) 112.298 MG—or 3.623 MGD—or— PEAK DAY 4.235 MG  
 B-Y & RAW WATER TREATED – TOTAL= 112.298 MG – or 3.623 MGD —or — PEAK DAY 4.235 MG

Chemical cost = \$2,747.51 = \$24.47 per MG or .018 cents per Unit (750 GALLONS).

### CHEMICAL FEED RATES IN Mg/L

Coagulant Aid- (2187)	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Lime	=	<u>0</u> Mg/L	<u>0</u> lbs. / 7 lbs. Per Gallon/ Raw Water
Sodium Chlorite	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Fluoride	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Polymer (2386)	=	<u>0</u> Mg/L --	<u>0</u> Gallons / Raw Water
Activated Carbon	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 4 lbs. Per Gallon / Raw Water
Chlorine	=	<u>.061</u> Mg/L --	<u>80</u> lbs. / 11.75 lbs. per Gallon / Raw Water
Poly Phosphate	=	<u>1.27</u> Mg/L--	<u>1,500</u> lbs. / 10.5 lbs. per Gallon / Raw Water
Carbon Dioxide	=	<u>0</u> Mg/L --	<u>0</u> lbs. / 8.50 lbs. per Gallon / Raw Water
Ammonia	=	<u>.005</u> Mg/L --	<u>3</u> lbs. / 5.15 lbs. per Gallon / Raw Water
Polymer	=	<u>0</u> Mg/L --	<u>0</u>

# CITY OF MITCHELL

## Monthly - Chemical Inventory at the Water Treatment Plant

Month: July

Date: 08/01/2016

Coagulant – (AF-1102) 903 Gallon's (2-totes & 5 barrels)

Lime 159,457 lbs. or 79.73- Ton's

Fluoride 814 Gallon's

Sodium Chlorite – (PHI-3125) 80 Gallon's

Polymer-(PHI-2386) 225 Gallon's

Activated Carbon 6,700 lbs. or 3.35 Ton's

Chlorine 1,015 lbs. or .508 Ton's

Poly-phosphate 5,150 lbs. or 2.575-- Tons

Carbon Dioxide 16,500 Lbs. or 8.25 Ton's

Ammonia 786 lbs. or .393 Ton's

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

MONTH --- July, YEAR - 2016

Influent ----- 112,298 -- Million Gallon's

Effluent ----- 114,013 -- Million Gallon's

Chemical costs for B-Y Water:

Chlorine usage ----- 80 lbs. @ \$1.45 per lb. ----- = \$116.00

Ammonia usage ----- 3-lbs. @ \$2.17 per lb. ----- = \$6.51

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

Total = \$2,747.51

Cost per Unit (750 gallon) = \$0.018

Cost per 1,000 gallons of water = \$0.024

# CITY OF MITCHELL

## MONTHLY GALLON & CHEMICAL REPORT

E-mail address-([rpollreisz@cityofmitchell.org](mailto:rpollreisz@cityofmitchell.org))

Water Dept. ----- 605-995-8449

Fax: 605-995-8410

**July, 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-----\$2,625.00**

REPORTED BY: -----Richard Pollreisz

REPORT RETURNED ON-----08/01/2016

## JULY- 2016 - WATER CONSUMPTION

DATE	Lake Mitchell Influent	B-Y Rural Water Influent	Effluent to Water Towers
7/1/2016	0-MG	3.508-MG	3.590-MG
7/2/2016	0-MG	4.234-MG	4.322-MG
7/3/2016	0-MG	3.427-MG	3.471-MG
7/4/2016	0-MG	3.308-MG	3.281-MG
7/5/2016	0-MG	3.439MG	3.414-MG
7/6/2016	0-MG	4.077-MG	4.078-MG
7/7/2016	0-MG	3.567-MG	3.685-MG
7/8/2016	0-MG	2.895-MG	2.854-MG
7/9/2016	0-MG	3.101-MG	3.291-MG
7/10/2016	0-MG	3.410-MG	3.486-MG
7/11/2016	0-MG	2.910-MG	2.893-MG
7/12/2016	0-MG	3.767-MG	3.987-MG
7/13/2016	0-MG	3.090-MG	3.171-MG
7/14/2016	0-MG	4.211-MG	4.301-MG
7/15/2016	0-MG	3.393-MG	3.469-MG
7/16/2016	0-MG	3.890-MG	3.851-MG
7/17/2016	0-MG	3.298-MG	3.499-MG
7/18/2016	0-MG	3.365MG	3.397-MG
7/19/ 2016	0-MG	4.124-MG	4.102-MG
7/20/2016	0-MG	3.530-MG	3.505-MG
7/21/2016	0-MG	4.159-MG	4.155-MG
7/22/2016	0-MG	4.136-MG	4.147-MG
7/23/2016	0-MG	4.192-MG	4.190-MG
7/24/2016	0-MG	3.256-MG	3.256-MG
7/25/2016	0-MG	3.270-MG	3.248-MG
7/26/2016	0-MG	3.647-MG	3.649-MG
7/27/2016	0-MG	3.645-MG	3.682-MG
7/28/2016	0-MG	4.149-MG	4.355-MG
7/29/2016	0-MG	3.682-MG	3.817-MG
7/30/2016	0-MG	4.016-MG	4.156-MG
7/31/2016	0-MG	3.602-MG	3.711-MG
TOTALS	0-MG	112.298-MG	114.013-MG

Prepared by Water Superintendent--Richard Polreis

<b>FILTER</b>	<b># 1</b>	<b>TURBIDITY ANALYZER CALIBRATION</b>		
<b>MONTH</b>	May		Calibrate-Quarterly	Last done -----05/10/2016
<b>YEAR</b>	2016			Due next-----08/10/2016
<b>DATE</b>	<b>INITIAL'S</b>	<b>VALUE</b>	<b>STANDARD</b>	<b>COMMENT'S</b>
05/10/16	R.P.	8.59	10	Cell-A
"	"	0.07	0.02	Cell-A
"	"	8.94	10	Cell-B
"	"	0.03	0.02	Cell-B
"	"	8.71	10	Cell-C
"	"	0.01	0.02	Cell-C
"	"	9.04	10	Cell-D
"	"	0.01	0.02	Cell-D

<b>FILTER</b>	<b># 2</b>	<b>TURBIDITY ANALYZER CALIBRATION</b>		
<b>MONTH</b>	May		Calibrate-Quarterly	Last done --- 05/10/2016
<b>YEAR</b>	2016			Due next-----08/10/2016
<b>DATE</b>	<b>INITIAL'S</b>	<b>VALUE</b>	<b>STANDARD</b>	<b>COMMENT'S</b>
05/10/2016	R.P.	9.24	10	Cell-A
"	"	0.01	0.02	Cell-A
"	"	8.47	10	Cell-B
"	"	0.06	0.02	Cell-B
"	"	8.74	10	Cell-C
"	"	0.01	0.02	Cell-C
"	"	9.43	10	Cell-D
"	"	0.01	0.02	Cell-D
"	"	9.27	10	Lab. (B-Y)
"	"	0.01	0.02	Lab. (B-Y)
"	"	8.63	10	Lab. (FINISH)
"	"	0.01	0.02	Lab. (FINISH)

## July, 2016 -- LAKE INFORMATION

DATE	Measurement	WATER TEMP.	Rainfall
07/07/16			0.50 inch
07/08/16			0.30 inch
07/10/16			0.29 inch
07/11/16	Lake down 3 inches	77.0 degrees	0.00 inch
07/17/16			0.05 inch
07/18/16	Lake down 6 inches	78.8 degrees	0.00 inch
07/19/16			0.02 inch
07/23/16			0.29 inch
07/25/16	Lake down 6 inches	78.8 degrees	0.00 inch
07/31/16			0.23 inch

Total rainfall for July was -----1.68 inches

Respectfully yours  
Richard Pollreisz  
Water Superintendent

# Mitchell Fire/Rescue

<u>Year</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
<b>2016</b>	47	42	52	42	47	56	68						<b>354</b>
<b>2015</b>	47	49	51	52	48	68	60	41	43	55	44	42	<b>600</b>
<b>2014</b>	36	51	45	41	36	44	42	38	56	34	35	36	<b>494</b>
<b>2013</b>	45	32	39	28	48	41	35	37	43	50	41	50	<b>489</b>
<b>2012</b>	42	43	45	44	68	55	64	58	51	55	39	49	<b>613</b>
<b>2011</b>	40	34	39	37	41	46	48	50	52	52	55	50	<b>544</b>
<b>2010</b>	45	23	28	46	62	32	40	49	56	44	32	49	<b>506</b>
Average 2010 - 2015	42.5	38.7	41.2	41.3	50.5	47.7	48.2	45.5	50.2	48.3	41.0	46.0	541.0

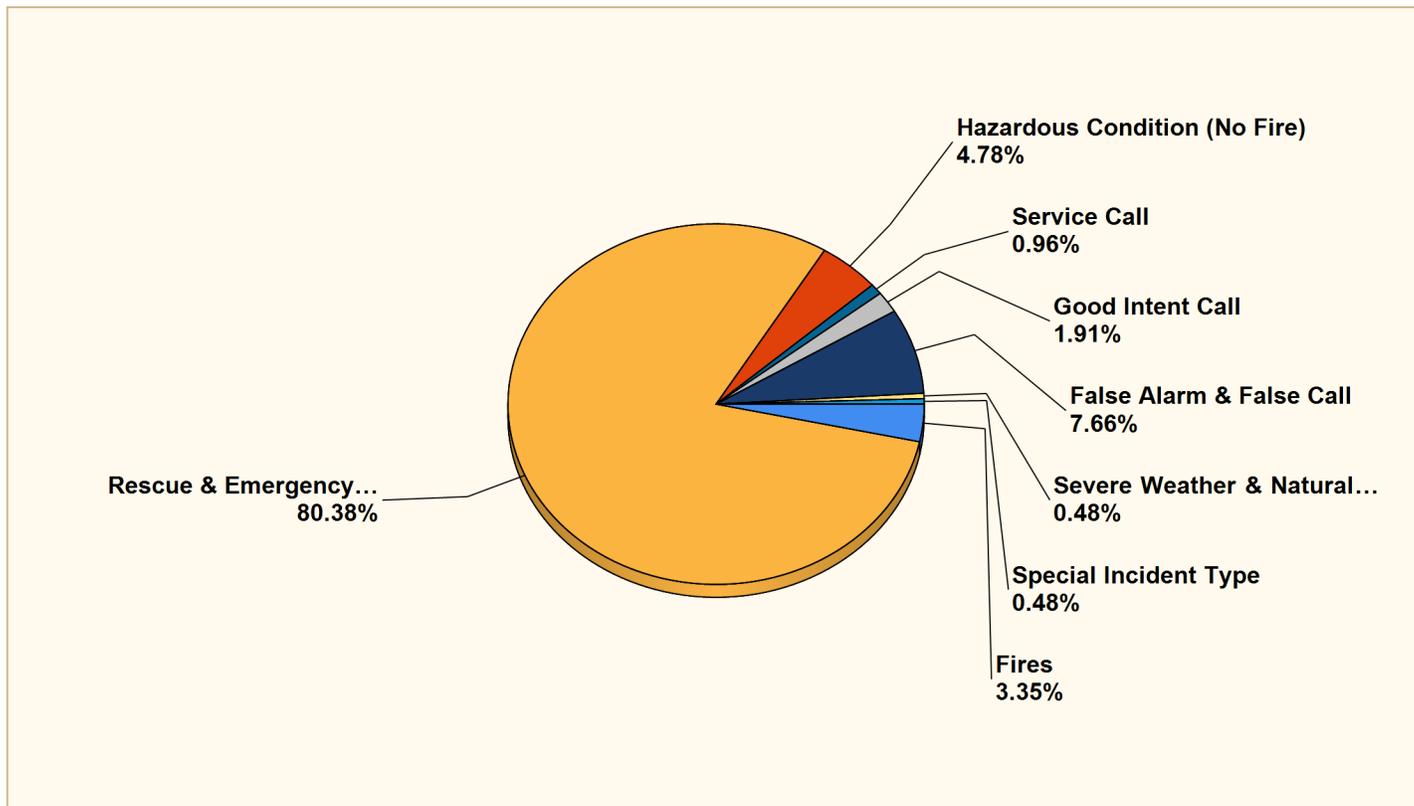
# Mitchell Fire & EMS

Mitchell, SD

This report was generated on 8/9/2016 4:02:24 PM

## Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 07/01/2016 | End Date: 07/31/2016



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	7	3.35%
Rescue & Emergency Medical Service	168	80.38%
Hazardous Condition (No Fire)	10	4.78%
Service Call	2	0.96%
Good Intent Call	4	1.91%
False Alarm & False Call	16	7.66%
Severe Weather & Natural Disaster	1	0.48%
Special Incident Type	1	0.48%
<b>TOTAL</b>	<b>209</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

### Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
100 - Fire, other	1	0.48%
111 - Building fire	1	0.48%
140 - Natural vegetation fire, other	1	0.48%
142 - Brush or brush-and-grass mixture fire	1	0.48%
143 - Grass fire	3	1.44%
320 - Emergency medical service, other	4	1.91%
321 - EMS call, excluding vehicle accident with injury	146	69.86%
322 - Motor vehicle accident with injuries	10	4.78%
323 - Motor vehicle/pedestrian accident (MV Ped)	2	0.96%
324 - Motor vehicle accident with no injuries.	4	1.91%
381 - Rescue or EMS standby	2	0.96%
411 - Gasoline or other flammable liquid spill	1	0.48%
412 - Gas leak (natural gas or LPG)	3	1.44%
444 - Power line down	2	0.96%
463 - Vehicle accident, general cleanup	4	1.91%
551 - Assist police or other governmental agency	1	0.48%
571 - Cover assignment, standby, moveup	1	0.48%
600 - Good intent call, other	1	0.48%
611 - Dispatched & cancelled en route	3	1.44%
700 - False alarm or false call, other	1	0.48%
715 - Local alarm system, malicious false alarm	1	0.48%
733 - Smoke detector activation due to malfunction	2	0.96%
735 - Alarm system sounded due to malfunction	5	2.39%
736 - CO detector activation due to malfunction	1	0.48%
740 - Unintentional transmission of alarm, other	1	0.48%
741 - Sprinkler activation, no fire - unintentional	1	0.48%
743 - Smoke detector activation, no fire - unintentional	1	0.48%
745 - Alarm system activation, no fire - unintentional	3	1.44%
814 - Lightning strike (no fire)	1	0.48%
900 - Special type of incident, other	1	0.48%
<b>TOTAL INCIDENTS:</b>	<b>209</b>	<b>100.00%</b>

Only REVIEWED incidents included. Summary results for a major incident type are not displayed if the count is zero.

# Mitchell Regional Ambulance

<u>Year</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
<b>2016</b>	170	150	163	159	126	179	168						<b>1115</b>
<b>2015</b>	164	155	176	160	154	169	189	160	158	175	145	176	<b>1981</b>
<b>2014</b>	135	156	155	130	169	168	162	159	162	190	138	174	<b>1898</b>
<b>2013</b>	166	135	166	141	140	156	169	154	143	154	147	151	<b>1822</b>
<b>2012</b>	161	125	142	126	167	148	155	181	136	170	124	171	<b>1806</b>
<b>2011</b>	179	144	172	153	147	129	140	175	164	146	144	158	<b>1851</b>
<b>2010</b>	145	135	141	145	176	100	156	178	164	150	111	160	<b>1761</b>
Average 2010 - 2015	158.3	141.7	158.7	142.5	158.8	145.0	161.8	167.8	154.5	164.2	134.8	165.0	1853.2

**MITCHELL POLICE DEPARTMENT  
ACTIVITY REPORT FOR JULY 2016**

JULY 2015	JULY 2016	YEAR TO DATE 2016
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<b>CALLS</b>			
Calls for Service (6 Counties)	1848	<b>1860</b>	10,356
Case Reports Written (Mitchell only)	329	<b>308</b>	1773
<b>TOTAL CALLS ANSWERED</b>	<b>2177</b>	<b>2168</b>	<b>12129</b>

<b>TRAFFIC STOPS PERFORMED</b>			
Mitchell Police	174	<b>148</b>	1180
All other counties	174	<b>211</b>	1127
<b>TOTAL TRAFFIC STOPS</b>	<b>348</b>	<b>359</b>	<b>2307</b>

<b>ACCIDENTS</b>			
<b>TOTAL ACCIDENTS REPORTED</b>	44	<b>35</b>	355

<b>TICKETS ISSUED</b>	147	<b>127</b>	966
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<b>WARNING TICKETS ISSUED</b>	112	<b>75</b>	730
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<b>PARKING TICKETS ISSUED</b>	10	<b>25</b>	217
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**Lyndon Overweg**  
Department of Public Safety Chief

## Official Lake Mitchell Advisory Committee

July 12, 2016; Mitchell Recreation Center Conference Room

Present: Joe Kippes, John McLeod, Gary Bussmus, Dave Allen, Chad Nemec, Brian Temple,  
Mike Kuchera, Mark Puetz, Justin Luther, Steve Roth  
Evan Hendershot Daily Republic

Meeting started at 4:00 p.m.

Motion John McLeod, Second Dave Allen to approve the May 10, 2016 Minutes as read.  
Motion approved and carried.

### Public Input

Dave Allen informed the Committee he has been contacted by a couple different individuals regarding the Adopt an Access Program. The Committee directed Steve Roth who will work with Angel obtaining the information on the program guidelines and forward to the interested individuals. Dave also questioned if funds were ever allocated for fish cribs in the 2016 budget. Steve Roth stated he would take a look at his supply budget to see if it was approved by Council and placed in that line item.

### Agenda Items

*Budget for 2017* – Joe Kippes presented the following 2017 budget request items to the Committee for approval:

\$20,000 Best Management Practices – would help watershed funding programs

\$10,000 Baffles/Culverts – help slow down storm water drainage into Lake Mitchell

\$2,500 Water Sampling/Testing by DNR – provide funds for DNR to provide regular monitoring

\$5,000 Carp Removal from Lake Mitchell

\$35,000 Kibbee Park Dock Replacement

The Committee held a brief discussion on the proposed budget items. Motion Dave Allen, Second Justin Luther to approve submitting the 2017 proposed budget request. Motion approved and carried.

### Carp Removal

Joe Kippes informed the Committee spoke with a gentleman from Big Stone regarding potential carp removal from Lake Mitchell. Joe noted that during the conversation with the gentleman that he would be will to travel to Mitchell to take a look at the lake and once he has a more comprehensive understanding of the lake and carp within the lake he would be will to come and speak to the Committee at a future meeting.

### Public Dock Program

Mark Puetz informed the Committee the last discussion held on the public dock program was April 2014. At that time discussion was tabled due to the former City Attorney Carl Koch, as he had concerns over the city's liability in owning and operating a marina. It was also noted that the Committee had in the past gone to the City Council to discuss the public dock program, however, it never went beyond that. The original intent of the program was to enable locals

and residents of nearby towns without lakeside property to keep their boats at Lake Mitchell during the summer season. After a lengthy discussion the Committee felt that the new City Attorney Justin Johnson should review the legality of a city owned marina and if it not feasible then there would be no point in pursuing it further. Dave Allen offered an alternative, if it is determined that a city owned marina is not feasible then look into having a private enterprise lease it out, like the city campground. The Committee unanimously decided the first step would be to have City Attorney Johnson review the program and liability issues. Mark Puetz and Justin Luther volunteered to meet with the city attorney and bring an update back to the Committee at the August meeting.

Joe Kippes shared with the Committee photographs he received from Sioux falls based All Pit Lagoon Pond Treatment, which uses a cactus extract to eat, kill and nullify algal growth. The photographs showed the company's prior work, Joe expressed to the Committee his skepticism of the plan.

Mitchell resident Chuck Mauszycki questioned the Committee on the reason there were no retention ponds upstream. Mark Puetz informed Mr. Mauszycki that high cost and land access have been a factor in this, but the Committee will add this to the August meeting agenda for further discussion.

There being no further business the meeting adjourned at 5:11 p.m., noting the next meeting of the Lake Mitchell Advisory Committee to be August 9, 2016 at the Recreation Center Conference Room at 4:00 p.m.

Submitted by: Angel DeWaard

Fax: 995-8054

### CITY OF MITCHELL RAFFLE PERMIT

8-15-16

Date of Application: 8/1/2014

Organization: Dakota Wesleyan University

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: Linda Cimpl

Address: 1200 W. University Ave

Phone #: 995. 2892

Email: lcimpl@dww.edu

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

Dates of Ticket Sales: 8/26/14; 9/3/14; 9/17/14; 10/15/14; 10/22/14; 10/29/14;

Date of Raffle Drawing: same as above

Value of Raffle Prize: \$ 150.00 - 200.00

Proceeds Benefitting: DWU Football

For Finance Office Use Only:

Council Approval Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Office \_\_\_\_\_

August 10<sup>th</sup>

CITY OF MITCHELL  
RAFFLE PERMIT

Date of Application: 8/1/2016

Organization: DW Football

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: Scott Morgan

Address: 2100 Flywheel way

Phone #: 999-6331

Email: bluveys@midwestworks.com

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

Dates of Ticket Sales: 8/16/2016

Date of Raffle Drawing: Sept 17<sup>th</sup> DW Homecoming

Value of Raffle Prize: \$900<sup>00</sup>

Proceeds Benefitting: DW Football

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For Finance Office Use Only:

Council Approval Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
Finance Office

# CITY OF MITCHELL

## City Council Meeting Agenda Item Request



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

Meeting Date Requested:

Requested By:

Desired Action of City Council

Authorization  
Ordinance

Approval  
Citizen Request

Resolution  
Discussion

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

Agenda Item:

Explanation/Background of Agenda  
Item Requested:

# CITY OF MITCHELL

## City Council Meeting Agenda Item Request



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

Meeting Date Requested:

Requested By:

Desired Action of City Council

Authorization  
Ordinance

Approval  
Citizen Request

Resolution  
Discussion

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

Agenda Item:

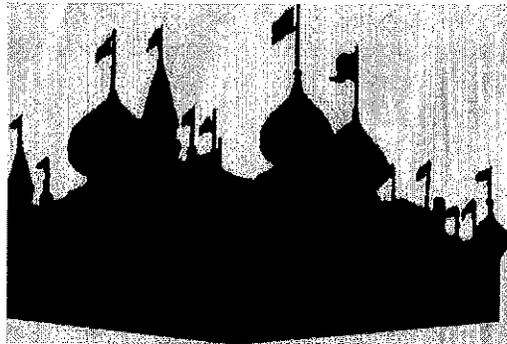
Explanation/Background of Agenda  
Item Requested:

# City of Mitchell

## Street Dance & Special Event Permit Application

Applicant: OutKast & Car Club

Event Date: 9 23 24 25 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
- Private Dance
- For Profit
- Non-Profit
- Concert
- Other (specify) Car Show

Event Title: Outkast Cruise in Hot Rod Show

Event Date(s): 9-23-24-28-2006 Total Anticipated Attendance: 200 Part. 4000 Spec.

(# of Participants 200) # of Spectators 4000

Actual Event Hours: (from): 11-~~AM~~ AM / ~~PM~~ (to): 4 ~~AM~~ / PM

Location / Staging Area: Main Street (dances / bands & amplified noise end no later than 12:00 a.m.)

Band Name \_\_\_\_\_

Set up/assembly/construction Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ AM / PM

Please describe the scope of your setup / assembly work (specific details):  
\_\_\_\_\_

Dismantle Date: \_\_\_\_\_ Completion time: \_\_\_\_\_ 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICANT AND SPONSORING ORGANIZATION INFORMATION**

- Commercial (for profit)
- Noncommercial (nonprofit)

Sponsoring Organization: Outkast Car Club

Chief Officer of Organization (NAME): David Link

Applicant (NAME): Outkast Car Club Business Phone: (605) 996-5791

Address: 913 W Hansen Michelle SD 57301  
(city) (state) (zip code)

Daytime phone: (605) 996-5715 (Evening Phone: (605) 996-7913 Fax #: ( )

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: [Signature]

Address: \_\_\_\_\_  
(city) (state) (zip code)

Contact person "on site" day of event or facility use Dave Link Pager/Cell #: 670 4894

**(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.

**FEEES / PROCEEDS / REPORTING**

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:

Car Show on Main  
1st 5th + 7th to remain open

2nd 3rd 4th 6th 1 block each  
side of main

Rail Road open

Parade at 11  
starting at Shop Ko

**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

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:

T shirts

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:

Bars & Reception

Main

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:

\_\_\_\_\_  
\_\_\_\_\_

➤ Other Related Event Components not covered above.

**ADDITIONAL INFORMATION REQUIRED FOR FACILITIES USE**

1. Date / Time requested for set up or preparation of facility: \_\_\_\_\_

2. Date / Time clean up and restoration of facility will be completed: 4:30 PM

3. Please indicate city facilities requested for use:

NO	YES		NO	YES	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bleachers (No. Needed <u>6</u> ) \$35 per day per bleacher	<input type="checkbox"/>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Electricity / Main Street \$100 per day per electric panel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	City Hall parking lot
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fencing - orange snow fence \$2.50 per day per 50'	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Main Street	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Parking Lot
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Traffic cones. (No. Needed _____) \$ 0.25 per day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Picnic Tables \$25.00 per day
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Signs - \$2.00 per day	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Barricades - \$3.00 per day (one needed for each lane of traffic)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Portable Sign Posts - \$1.00 per day			

4. Please indicate set-up by sponsor:

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Please describe preparation or set-up required for your activity in detail: Weed Barricades  
set up by 4AM on Sat

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**SAFETY / SECURITY / ACCESSIBILITY**

Please describe your procedures for both Crowd Control and Internal Security: 2 Police Officers to Patrol

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

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**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:

Cars at Palace main + 6th  
during Dance

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

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**PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT**

Please describe your plans to notify all residents, businesses and churches impacted by the event:

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**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: 01

Number of Bands: 02

Type of Music/Entertainers Name: Something New in Palau  
Bob Row Rocketon man



Will **sound amplification** be used?

If **YES**, please indicate: Start Time: 12 ~~AM~~ / PM – Finish Time: 4 ~~AM~~ / PM



Will **sound checks** be conducted prior to the event?

If **YES**, please indicate: Start Time: 11:30 ~~AM~~ / ~~PM~~ – Finish Time: 12 ~~AM~~ / ~~PM~~

Please describe the sound equipment that will be used for your event:

\_\_\_\_\_

\_\_\_\_\_



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: \_\_\_\_\_

\_\_\_\_\_

**PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION**

NO

YES



Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe: Flyers Poster Internet

Radio



Will there be any live media coverage during your event? If **YES**, please explain: \_\_\_\_\_



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: \_\_\_\_\_

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

NAME: Dana Lutz

PHONE: 996-7913

## INSURANCE REQUIREMENTS

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

Name of Insurance Company: Fisler Rounds Agent's Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Address: \_\_\_\_\_ Mitchell SD 57301  
(city) (state) (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

**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): David Link Title: President +  
Outcasts Car Club

David Link Date: \_\_\_\_\_  
(signature of Applicant / sponsoring organization) (signature of Professional Event Organizer)

N

Shop to Parade Start

12th Blocked For Parade until

7th Blocked For Parade At 11

Show until

Blocked 1 block West 6th

W

stage for Band 5th open

Blocked 1 block East West for Show

4th

3rd

2nd

1st open

main

main closed 6th 4th thru 1st to Rail road

Rail Road open



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2016

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

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

<b>PRODUCER</b> Fischer, Rounds - Mitchell PO Box 820 Mitchell SD 57301-0820	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 605-996-7711      FAX (A/C, No): 605-996-1417 E-MAIL ADDRESS: mitchell@fischerrounds.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Outkast Car Club Dave Linke PO Box 956 Mitchell SD 57301	OUTKA-1	<b>INSURER A:</b> Employers Mutual Company      25186 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 1592251135

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			3D38790	5/4/2016	5/4/2017	EACH OCCURRENCE \$1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100000 MED EXP (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$3000000 PRODUCTS - COMP/OP AGG \$3000000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATU-TORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

For Car Show & Dance at Corn Palace  
 City of Mitchell is included as an additional insured

**CERTIFICATE HOLDER****CANCELLATION**

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

July 28, 2016

TO: MAYOR & CITY COUNCIL

RE: On Road & Off Road Diesel Fuel

Farmers Alliance Mitchell	Requested Gallons	Bid Gallons		
On Road Diesel- #2	2,700	0	\$0	\$0
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4,800	0	\$0	\$0
			<b>Total:</b>	<b>\$0</b>
Meyers Oil Co.				
On Road Diesel- #2	2,700	2,700	\$1.7433	\$4,706.91
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4,800	4,800	\$1.4633	\$7,023.84
			<b>Total:</b>	<b>\$ 11,730.75</b>
Country Pride Coop				
On Road Diesel- #2	2,700	2,700	\$1.739	\$4,695.30*
Unleaded Gas-10% Ethanol	0	0	\$0	\$0
Unleaded Gas-No Ethanol	0	0	\$0	\$0
Off Road Diesel- #2	4,800	4,800	\$1.459	\$7,003.20*
			<b>Total:</b>	<b>\$11,698.50*</b>

Country Pride was the low bidder for the items marked with asterisk.



Sincerely,  
Kevin Roth  
Street & Sanitation Superintendent

cc: Farmers Alliance  
Meyers Oil Co.  
Country Pride Coop

# PAY ESTIMATES FOR AUGUST 15, 2016

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
SPN & Associates	#2015-35 Water Dist. System Analysis	#2	\$ 8,350.00	\$ 36,200.00	\$ 49,500.00
Big "O" Concrete	#2016-4B Sidewalk	#5	\$ 7,687.52	\$ 79,448.07	\$ 88,687.75
SPN & Associates	#2016-11 Swimming Pool-legal survey	#2	\$ 1,297.50	\$ 5,797.50	\$ 5,797.50
Rexwinkel Concrete	#2016-14 Curb & Gutter-Sched. A	#3	\$ 12,186.10	\$ 68,731.70	\$ 86,009.40
CONFLUENCE	#2016-18 6th Street Plaza	#3	\$ 10,020.11	\$ 117,115.15	\$ 43,350.00
SPN & Associates	#2016-19 5th Street & Utilities Improv.	#7	\$ 29,875.00	\$ 113,115.15	\$ 207,500.00
SPN & Associates	#2016-22 Sanborn Design Contract	#6	\$ 16,000.00	\$ 72,000.00	\$ 160,000.00
			\$ 85,416.23	\$ 492,407.57	\$ 640,844.65

Prepared by Deb Hanson-Sudbeck

\*\*\* JOINT VENTURE - TOTAL CONTRACT \$50,350

\*\*\* CONTRACT AMOUNTS

PACKET: 04179 8/15/16 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
01-01374	DOMINO'S PIZZA					
		I-1296	101-41110-42700	TRAVEL, CONF PIZZA 7/28-PLANNING COMM	163596	42.45
01-03114	SUBWAY					
		I-172695	101-41110-42700	TRAVEL, CONF MEALS 8/8 - PLANNING COMM	163739	74.00
DEPARTMENT 1110 CITY COUNCIL					TOTAL:	116.45

PACKET: 04179 8/15/16 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-JULY 2016	101-41210-42800	UTILITIES-TEL ACCT #886931646-00001	163762	54.15
01-06750	MITCHELL TELECOM					
		I-10549505	101-41210-42800	UTILITIES-TEL ACCT #223662-2	163664	0.46
DEPARTMENT 1210 MAYOR'S OFFICE					TOTAL:	54.61

PACKET: 04179 8/15/16 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
01-06750	MITCHELL TELECOM	I-10549505	101-41220-42800	UTILITIES-TEL ACCT #223662-2	163664	5.59
DEPARTMENT 1220 CITY ADMINISTRATOR					TOTAL:	5.59

PACKET: 04179 8/15/16 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
01-06739	THOMSON REUTERS - WEST	I-834440646	101-41410-42610	WEST GROUP LA WEST INFORMATION CHARGES	163743	583.00
01-06750	MITCHELL TELECOM	I-10549505	101-41410-42810	UTILITIES-TEL ACCT #223662-2	163664	0.28
DEPARTMENT 1410 ATTORNEY'S OFFICE					TOTAL:	583.28

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PACKET: 04179 8/15/16 MEETING  
VENDOR SET: 01  
FUND : 101 GENERAL  
DEPARTMENT: 1420 FINANCE  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00652	ELO PROF LLC					
		I-30274	101-41420-42200	PROFESSIONAL AUDIT YEAR ENDING 12/31/15	163598	11,000.00
01-01511	WILLIAMS MUSIC & OFFICE					
		I-17939	101-41420-42500	REPAIRS CLEAN LASERFICHE SCANNER	163767	50.00
01-06750	MITCHELL TELECOM					
		I-10549505	101-41420-42800	UTILITIES - T ACCT #223662-2	163664	5.32
DEPARTMENT 1420 FINANCE					TOTAL:	11,055.32

PACKET: 04179 8/15/16 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
01-03678	INTERSTATE OFFICE PRODU					
		I-01CQ1718	101-41440-42600	SUPPLIES & MA FILE JACKETS	163632	18.82
		I-01CQ1721	101-41440-42600	SUPPLIES & MA FOLDER JACKETS	163632	85.12
01-04779	AVERA QUEEN OF PEACE					
		I-31374-00	101-41440-42231	EMPLOYEE PHYS SERVICE	163547	1,243.63
01-06750	MITCHELL TELECOM					
		I-10549505	101-41440-42800	UTILITIES - T ACCT #223662-2	163664	0.90
01-08711	ONE SOURCE					
		I-PLUS3472-20160731	101-41440-42210	PROFESSIONAL BACKGROUND CHECKS	163686	158.00
DEPARTMENT 1440 HUMAN RESOURCES					TOTAL:	1,506.47

PACKET: 04179 8/15/16 MEETING

VENDOR SET: 01

FUND : 101 GENERAL

DEPARTMENT: 1460 INSURANCE & BONDS

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02488	CLAIMS ASSOCIATES INC	I-8916	101-41460-42111	LIABILITY CLA CLAIM #GC16.87942	163575	720.24
01-02624	SD PUBLIC ASSURANCE ALL	I-23376	101-41460-42110	LIABILITY, PR ADDN OF LIQUOR LIAB COVERAGE	163724	116.00
DEPARTMENT 1460 INSURANCE & BONDS					TOTAL:	836.24

PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 1920 MUNICIPAL BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01570	MCFARLAND SUPPLY #3342	I-4119023	101-41920-42510	BLDG REPAIR-S COMP CAP	163647	4.69
01-01601	ARCTIC REFRIGERATION IN	I-31945	101-41920-42510	BLDG REPAIR-S ICE MACHINE REPAIRS	163545	219.95
01-01703	SD NEWSPAPER SERVICES I	I-3304	101-41920-42510	BLDG REPAIR-S BUILDING MAINTENANCE AD	163722	100.38
01-01830	NORTHWESTERN ENERGY & C	I-2955717-0-7/16	101-41920-42811	UTILITIES-CIT 500 N MAIN	163672	20.71
01-02840	TESSIER'S INC	I-TES016393	101-41920-42510	BLDG REPAIR-S ICE MACHINE REPAIRS @ JVCC	163741	84.43
DEPARTMENT 1920 MUNICIPAL BUILDINGS					TOTAL:	430.16

PACKET: 04179 8/15/16 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-2279-3766	101-41935-42615	POSTAGE MAILING SERVICE	163698	429.66
		I-372659	101-41935-42615	POSTAGE EZ FLATS	163698	105.29
01-01518	VERIZON WIRELESS					
		I-JULY 2016	101-41935-42850	UTILITIES/TEL ACCT #886931646-00001	163762	64.15
01-05195	A & B BUSINESS SOLUTION					
		I-279321-001	101-41935-42640	COPY MACHINE PAPER	163533	49.58
01-06750	MITCHELL TELECOM					
		I-10549505	101-41935-42850	UTILITIES/TEL ACCT #223662-2	163664	2,082.98
		I-10549505	101-41935-42850	UTILITIES/TEL ACCT #223662-2	163664	2.35
DEPARTMENT 1935 INFORMATION TECHNOLOGY					TOTAL:	2,734.01

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 2110 POLICE DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00500	DAILY REPUBLIC					
		I-1745711	101-42110-42902	ALCOHOL TASK ACCT #246952-PUBLIC SAFETY DEP	163582	200.00
01-00531	PAULSON AIR					
		I-S598	101-42110-42201	BUILDING MAIN REPAIRS @ PUBLIC SAFETY BLDG	163692	127.50
		I-S656	101-42110-42201	BUILDING MAIN REPAIRS @ PUBLIC SAFETY BLDG	163692	133.90
01-00559	DICK'S TOWING LLC					
		I-6824	101-42110-42980	VEHICLE TOWIN POLICE TOW	163594	150.00
		I-7338	101-42110-42980	VEHICLE TOWIN POLICE TOW	163594	150.00
01-01020	CENTRAL ELECTRIC COOPER					
		I-14579002-8/16	101-42110-42820	UTILITIES-SHO MONTHLY SERVICE	163573	73.05
01-01193	KROHMER PLUMBING INC					
		C-19459	101-42110-42201	BUILDING MAIN SALES TAX CREDIT	163640	2.66-
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-025587	101-42110-42500	REPAIRS OIL FILTER	163737	4.66
		I-15-026016	101-42110-42500	REPAIRS WASHER FLUID	163737	13.74
01-01325	MEYERS OIL CO					
		I-21694	101-42110-42610	GAS OIL TIRES MOBIL OIL	163654	409.75
01-01518	VERIZON WIRELESS					
		I-JULY 2016	101-42110-42800	TELEPHONE ACCT #886931646-00001	163762	476.05
01-01703	SD NEWSPAPER SERVICES I					
		I-2776	101-42110-42200	PROFESSIONAL POLICE PATROL OFFICER	163722	865.56
		I-3304	101-42110-42200	PROFESSIONAL BUILDING MAINTENANCE AD	163722	100.38
01-01732	SIRCHIE FINGER PRINT LA					
		I-264869	101-42110-42600	SUPPLIES EVIDENCE BAGS/EVIDENCE KITS	163733	209.20
01-01830	NORTHWESTERN ENERGY & C					
		I-2949839-1-8/16	101-42110-42810	UTILITIES-PS 122 S ROWLEY ST	163672	51.49
01-02484	DARRINGTON WATER COND					
		I-33456-7/16	101-42110-42200	PROFESSIONAL RENTAL	163589	21.00
01-02679	MENARD'S INC					
		I-3411	101-42110-42201	BUILDING MAIN CO ALARMS	163651	101.88
01-03014	ADVANCE AUTO PARTS					
		I-5761619736776	101-42110-42500	REPAIRS BRAKE PADS,BRAKE ROTORS	163536	253.56
01-03126	LIGHT & SIREN					
		I-11262	101-42110-43600	PATROL CARS POLICE VEHICLE LIGHTS & SIRENS	163644	6,343.00
		I-11263	101-42110-43600	PATROL CARS POLICE VEHICLE LIGHTS & SIRENS	163644	455.00

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 2110 POLICE DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03262	ULTRAMAX					
		I-159419	101-42110-42650	SHOOTING SUPP AMMO	163754	423.00
01-03307	MEGA WASH					
		I-36589	101-42110-42500	REPAIRS CAR WASHES	163650	20.00
01-04352	UPS STORE #4227					
		I-8936	101-42110-42200	PROFESSIONAL SHIPPING	163756	21.53
		I-8973	101-42110-42200	PROFESSIONAL SHIPPING	163756	23.16
		I-9033	101-42110-42200	PROFESSIONAL SHIPPING	163756	17.32
01-05195	A & B BUSINESS SOLUTION					
		I-308333	101-42110-42500	REPAIRS CONTRACT #12583-01	163533	96.86
		I-308334	101-42110-42500	REPAIRS CONTRACT #CT4351-01	163533	54.39
		I-311039	101-42110-42500	REPAIRS CONTRACT #14635-01	163533	40.33
01-05897	ADVERTISING ARTS INC					
		I-30157	101-42110-42905	CRIME PREVENT CRIME FREE HOUSING SIGNS	163538	435.25
01-06144	PAUL'S TOWING					
		I-5624	101-42110-42980	VEHICLE TOWIN POLICE TOW	163691	170.00
01-06750	MITCHELL TELECOM					
		I-10549505	101-42110-42800	TELEPHONE ACCT #223662-2	163664	37.10
01-06922	B & L COMMUNICATIONS					
		I-17356	101-42110-43600	PATROL CARS VEHICLE REPAIRS	163549	2,382.66
01-07002	INTEGRITY TRANSCRIPTION					
		I-3926	101-42110-42200	PROFESSIONAL TRANSCRIBING SERVICE	163630	388.35
01-08108	JOSHUA D REMPFER					
		I-3091636521	101-42110-42600	SUPPLIES SOLUS EDGE	163704	325.00
01-08281	AMERIPRIDE SERVICES INC					
		I-2800647822	101-42110-42201	BUILDING MAIN MATS	163542	53.95
		I-2800657789	101-42110-42201	BUILDING MAIN MATS	163542	59.95
01-08619	ZUERCHER TECHNOLOGIES L					
		I-109	101-42110-42680	SERVICE CONTR ANNUAL MAINTENANCE	163770	13,810.92
01-08877	SD DEPARTMENT OF PUBLIC					
		I-N147590SR	101-42110-42910	TELETYPE TELETYPE SERVICE 7/1-12/31/16	163717	1,545.00
01-09197	LAW TOWING & RECOVERY					
		I-61116	101-42110-42980	VEHICLE TOWIN POLICE TOW DUFF/ELM	163643	150.00
		I-62616	101-42110-42980	VEHICLE TOWIN POLICE TOW 2ND & SANBORN	163643	150.00
DEPARTMENT 2110 POLICE DEPARTMENT					TOTAL:	30,341.83

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 2130 TRAFFIC DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00250	BIERSCHBACH EQUIPMENT &					
		I-01 650400	101-42130-42545	PAINT WHITE & YELLOW MARKERS	163557	1,264.48
01-00424	CAMPBELL SUPPLY INC.					
		I-37-7/25/16	101-42130-42540	SIGNS GALV WIRE	163568	14.99
		I-59-7/25/16	101-42130-42540	SIGNS FIELDFENCE	163568	155.99
01-01020	CENTRAL ELECTRIC COOPER					
		I-12553001-7/16	101-42130-42835	UTILITIES-STR MONTHLY SERVICE	163573	146.00
		I-12553001-8/16	101-42130-42835	UTILITIES-STR MONTHLY SERVICE	163573	146.00
		I-14579001-7/16	101-42130-42835	UTILITIES-STR MONTHLY SERVICE	163573	371.00
		I-14579001-8/16	101-42130-42835	UTILITIES-STR MONTHLY SERVICE	163573	382.00
01-01202	TK ELECTRIC					
		I-13264	101-42130-42530	TRAFFIC LIGHT LIGHT REPAIRS @ EXIT 332	163747	478.17
		I-13318	101-42130-42535	LIGHT MAINTEN LIGHT REPAIRS @ SANBORN/FIR	163747	15.31
01-01450	MUTH ELECTRIC INC					
		I-586740	101-42130-42535	LIGHT MAINTEN REPAIRS	163666	70.25
		I-586782	101-42130-42530	TRAFFIC LIGHT REPAIRS	163666	711.01
01-01518	VERIZON WIRELESS					
		I-JULY 2016	101-42130-42820	TELEPHONE ACCT #886931646-00001	163762	64.15
01-01830	NORTHWESTERN ENERGY & C					
		I-2573393-2-7/16	101-42130-42810	UTILITIES-TRA E 1ST AND GAMBLE ST	163672	18.92
		I-2573626-5-7/16	101-42130-42810	UTILITIES-TRA 1030 E 1ST AVE	163672	11.46
		I-2576730-2-7/16	101-42130-42810	UTILITIES-TRA N SANBORN AND 5TH AVE	163672	95.46
		I-2577687-3-7/16	101-42130-42810	UTILITIES-TRA N SANBORN AND 7TH AVE	163672	87.23
		I-2577895-2-7/16	101-42130-42810	UTILITIES-TRA 710 N MINNESOTA ST	163672	10.00
		I-2578443-0-7/16	101-42130-42840	BUILDING UTIL 705 N CAPITAL ST	163672	230.54
		I-2579139-3-7/16	101-42130-42810	UTILITIES-TRA 901 N MINNESOTA ST	163672	10.00
		I-2579461-1-7/16	101-42130-42810	UTILITIES-TRA N SANBORN AND 12TH AVE	163672	96.61
		I-2580169-7-7/16	101-42130-42810	UTILITIES-TRA 1700 N MAIN ST	163672	10.00
		I-2580311-5-7/16	101-42130-42810	UTILITIES-TRA 1204 N KIMBALL ST	163672	10.15
		I-2580312-3-7/16	101-42130-42810	UTILITIES-TRA N MAIN AND 12TH AVE	163672	77.25
		I-2580491-5-7/16	101-42130-42810	UTILITIES-TRA 1403 N KIMBALL ST	163672	10.00
		I-2581243-9-7/16	101-42130-42835	UTILITIES-STR STREET LIGHTS	163672	14,911.67
		I-2581249-6-7/16	101-42130-42520	EMERGENCY SIR E GOLF COURSE SIREN	163672	23.01
		I-2581250-4-7/16	101-42130-42520	EMERGENCY SIR 800 W 8TH AVE	163672	21.41
		I-2581251-2-7/16	101-42130-42520	EMERGENCY SIR 1221 S MINNESOTA ST	163672	22.29
		I-2581252-0-7/16	101-42130-42520	EMERGENCY SIR 100 MATTIE ST	163672	21.99
		I-2581521-8-7/16	101-42130-42810	UTILITIES-TRA W HAVENS AND OHLMAN	163672	73.80
		I-2582741-1-7/16	101-42130-42835	UTILITIES-STR I 90 AND OHLMAN	163672	670.46
		I-2583138-9-7/16	101-42130-42810	UTILITIES-TRA W UNIV AND NORWAY	163672	10.00
		I-2583139-7-7/16	101-42130-42810	UTILITIES-TRA 1309 W UNIVERSITY AVE	163672	10.00
		I-2583145-4-7/16	101-42130-42810	UTILITIES-TRA 1522 W UNIVERSITY AVE	163672	10.00
		I-2583147-0-7/16	101-42130-42810	UTILITIES-TRA 310 W NORWAY	163672	10.15
		I-2583319-5-7/16	101-42130-42810	UTILITIES-TRA HAVENS AND MINN ST	163672	95.21

PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 2130 TRAFFIC DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01830	NORTHWESTERN ENERGY & C		continued			
		I-2583840-0-7/16	101-42130-42810	UTILITIES-TRA S SANBORN AND HAVEN ST	163672	104.09
		I-2585321-9-7/16	101-42130-42810	UTILITIES-TRA E HAVENS AND BURR ST	163672	128.94
		I-2585410-0-7/16	101-42130-42835	UTILITIES-STR 1101 S BURR ST	163672	251.23
		I-2585416-7-7/16	101-42130-42810	UTILITIES-TRA 700 E NORWAY AVE	163672	108.75
		I-2585432-4-7/16	101-42130-42835	UTILITIES-STR 1700 S BURR ST	163672	392.37
		I-2585457-1-7/16	101-42130-42810	UTILITIES-TRA 700 E KAY AVE	163672	91.70
		I-2585833-3-7/16	101-42130-42810	UTILITIES-TRA 1909 N MAIN ST	163672	83.96
		I-2586693-0-7/16	101-42130-42810	UTILITIES-TRA 112 W 2ND AVE	163672	90.88
		I-2586929-8-7/16	101-42130-42810	UTILITIES-TRA 111 W 5TH AVE	163672	113.27
		I-2586966-0-7/16	101-42130-42810	UTILITIES-TRA 111 W 7TH AVE	163672	88.05
		I-2719916-5-7/16	101-42130-42500	REPAIRS CABELA AND SPRUCE	163672	21.26
		I-2734281-5-7/16	101-42130-42520	EMERGENCY SIR 900 BLOCK OF E 11TH ST SIREN	163672	22.14
		I-2735044-6-7/16	101-42130-42810	UTILITIES-TRA 801 N KIMBALL ST	163672	10.00
		I-2745956-9-7/16	101-42130-42520	EMERGENCY SIR W END BOAT RAMP	163672	21.12
		I-2747912-0-7/16	101-42130-42810	UTILITIES-TRA .5 BLK S SPRUCE HWY 37	163672	10.88
		I-2748243-9-7/16	101-42130-42810	UTILITIES-TRA I 90 AND HWY 37	163672	77.23
		I-2748245-4-7/16	101-42130-42810	UTILITIES-TRA SALEBARN RD AND HWY 37	163672	92.66
		I-2748246-2-7/16	101-42130-42810	UTILITIES-TRA N I 90 LITES	163672	94.52
		I-2784889-4-7/16	101-42130-42810	UTILITIES-TRA 1120 W CEDAR	163672	10.00
		I-2784890-2-7/16	101-42130-42810	UTILITIES-TRA 1501 W CEDAR	163672	10.00
		I-2793476-9-7/16	101-42130-42810	UTILITIES-TRA 1ST AND BURR ST	163672	54.82
		I-2812391-7-7/16	101-42130-42520	EMERGENCY SIR 5861 TOWER RD	163672	25.21
		I-2860182-1-7/16	101-42130-42810	UTILITIES-TRA MINNESOTA AND 16 AVE	163672	10.00
		I-2860183-9-7/16	101-42130-42810	UTILITIES-TRA MINNESOTA AND 18 AVE	163672	10.00
		I-2942176-5-7/16	101-42130-42810	UTILITIES-TRA 809 E 1ST AVE	163672	11.03
		I-2943370-3-7/16	101-42130-42810	UTILITIES-TRA SPRUCE AND CABELA DR LT	163672	68.01
		I-2980768-2-7/16	101-42130-42810	UTILITIES-TRA 121 W HAVENS	163672	93.99
		I-3045379-9-7/16	101-42130-42810	UTILITIES-TRA 800 N CAPITAL	163672	10.00
		I-3045401-1-7/16	101-42130-42810	UTILITIES-TRA 921 N CAPITAL	163672	10.00
01-01964	DAKOTA SUPPLY GROUP					
		I-B998634	101-42130-42535	LIGHT MAINTEN GE LIGHTING	163585	406.80
		I-C227940	101-42130-42535	LIGHT MAINTEN GE LIGHTING	163585	57.58
01-02225	RON'S BICYCLE AND LOCKS					
		I-41951	101-42130-42600	SUPPLIES CUT KEY	163709	3.50
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-3188-9	101-42130-42545	PAINT WHITE PAINT	163729	514.50
		I-5913-2	101-42130-42545	PAINT YELLOW & WHITE PAINT	163729	720.30
01-02679	MENARD'S INC					
		I-2953	101-42130-42640	UNIFORMS LEATHER GLOVES	163651	16.99
01-02790	SUN GOLD SPORTS					
		I-66953	101-42130-42640	UNIFORMS SHIRTS W/LOGO	163740	112.00
01-03360	WHOLESALE ELECTRONICS I					

PACKET: 04179 8/15/16 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
01-03360	WHOLESALE ELECTRONICS I		continued			
		I-73116	101-42130-42560	SIREN REPAIR FINANCE CHARGE	163766	0.37
		I-B61550080	101-42130-42560	SIREN REPAIR OUTLETS	163766	32.00
01-03686	NEWMAN TRAFFIC SIGNS					
		I-TI-0300331	101-42130-42540	SIGNS T-WO PROCESS	163668	278.26
DEPARTMENT 2130 TRAFFIC DEPARTMENT					TOTAL:	24,625.37

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 2200 FIRE DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANT'S AUTO PARTS	I-15-025588	101-42200-42500	VEHICLE MAINT HARDWARE,OIL FILTER	163737	18.31
01-01404	MITCHELL IRON & SUPPLY	I-46066	101-42200-42600	SUPPLIES HARDWARE	163660	2.88
01-01495	HARVE'S PRO PRINTS	I-4869	101-42200-42640	UNIFORMS EMBROIDERED LOGO	163615	12.00
01-01518	VERIZON WIRELESS	I-JULY 2016	101-42200-42800	TELEPHONE ACCT #886931646-00001	163762	162.23
01-01601	ARCTIC REFRIGERATION IN	I-31829	101-42200-42600	SUPPLIES REPAIRS @ FIRE DEPT	163545	227.72
01-01830	NORTHWESTERN ENERGY & C	I-2583799-8-7/16	101-42200-42810	UTILITIES 201 W 1ST AVE	163672	2,974.66
01-02570	DANKO EMERGENCY EQUIPME	I-77406	101-42200-42641	PROTECTIVE CL GOGGLE,HELMET,SHIELD,	163588	728.56
01-02643	BEN VANDEN HOEK	I-763716	101-42200-42640	UNIFORMS SHOE ALLOWANCE	163759	54.99
01-02679	MENARD'S INC	I-3643	101-42200-42600	SUPPLIES LIGHT BULBS	163651	4.99
01-02804	TMA STORES	I-45245	101-42200-42500	VEHICLE MAINT TIRES	163748	1,006.08
01-03360	WHOLESALE ELECTRONICS I	I-B62080080	101-42200-42550	REPAIR-SELF-C D BATTERIES,FUSES	163766	47.27
01-03846	BOUND TREE MEDICAL LLC	I-82223452	101-42200-42640	UNIFORMS PANTS,SHIRTS,SHORTS	163563	194.19
01-06141	SOUTH CENTRAL FIRE DIST	I-2016 DUES	101-42200-42700	TRAVEL, CONF ANNUAL DUES	163734	50.00
01-06750	MITCHELL TELECOM	I-10549505	101-42200-42800	TELEPHONE ACCT #223662-2	163664	4.91
01-08108	JOSHUA D REMPFER	I-3091636521	101-42200-42610	GAS & OIL SOLUS EDGE	163704	325.00
DEPARTMENT 2200 FIRE DEPARTMENT					TOTAL:	5,813.79

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 REGULAR DEPARTMENT PAYMENT REGISTER  
 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 3100 STREET DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00104	A & G DIESEL INC	I-1800021604	101-43100-42600	SUPPLIES AIR COMPRESSOR HOSE	163534	62.17
01-00262	GREAT WESTERN TIRE CO	I-1-485098	101-43100-42500	REPAIRS TIRES	163610	1,138.80
01-00424	CAMPBELL SUPPLY INC.	I-9-8/1/16	101-43100-42600	SUPPLIES HOSE KITS,ELBOW,RED COUPLERS	163568	78.54
01-00436	FARMERS ALLIANCE	I-IQ8838	101-43100-42600	SUPPLIES 20# LP BOTTLE	163601	9.39
01-00712	NAPA AUTO PARTS	I-634569	101-43100-42600	SUPPLIES BLUE DEF,NITRILE GLOVES	163667	37.96
01-00917	DAKOTA FLUID POWER INC	C-6458800 I-6458653	101-43100-42600 101-43100-42600	SUPPLIES CREDIT SUPPLIES CYLINDERS	163583 163583	120.58- 232.41
01-01117	WHEELCO BRAKE & SUPPLY	I-2262100059	101-43100-42600	SUPPLIES ELBOWS,STACK PIPE,FLEX PIPE,	163765	432.89
01-01199	STURDEVANT'S AUTO PARTS	I-15-026013 I-15-026017 I-15-026018	101-43100-42600 101-43100-42600 101-43100-42600	SUPPLIES FLOOR DRI SUPPLIES FLOOR DRI SUPPLIES AIR FILTERS,OIL FILTERS	163737 163737 163737	1,048.50 47.34 203.72
01-01325	MEYERS OIL CO	I-21692-1	101-43100-42600	SUPPLIES BALANCE DUE ON INVOICE	163654	2.70
01-01404	MITCHELL IRON & SUPPLY	I-45964	101-43100-42600	SUPPLIES HEX REDUCING BUSHING,PIPE COUP	163660	27.73
01-01490	MUELLER LUMBER CO. INC.	I-241248	101-43100-42600	SUPPLIES 30# FELT	163665	35.70
01-01497	GRAINGER	I-9177698116	101-43100-42600	SUPPLIES FIRE HOSE NOZZLES,PIN LUG SWIV	163609	458.59
01-01570	MCFARLAND SUPPLY #3342	I-4119712 I-4128628	101-43100-42600 101-43100-42600	SUPPLIES DRAIN CLEANER,SEALANT,CLOBBER SUPPLIES CLST SPUD	163647 163647	90.80 12.26
01-01703	SD NEWSPAPER SERVICES I	I-2777	101-43100-42600	SUPPLIES PART-TIME SUMMER WORKERS	163722	143.40
01-01805	FASTENAL COMPANY	I-SDMIT116674	101-43100-42600	SUPPLIES COOLER	163603	24.51

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 3100 STREET DEPARTMENT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02495	SCOTT SUPPLY CO.					
		I-94252P	101-43100-42600	SUPPLIES WIRE,FITTING	163715	163.62
01-02527	SHEEHAN MACK SALES &					
		I-C22763	101-43100-42600	SUPPLIES TUBE-F	163727	425.43
		I-C23772	101-43100-42600	SUPPLIES NOZZLES,MOTOR,TUBE-F,TRUNKING,	163727	1,867.57
01-02679	MENARD'S INC					
		I-2893	101-43100-42600	SUPPLIES CONST SCREWS,WOOD STAKES,	163651	25.69
		I-3358	101-43100-42600	SUPPLIES EXTENSION SPGS	163651	27.19
01-02840	TESSIER'S INC					
		I-42471	101-43100-42500	REPAIRS FABRICATE STREET SWEEPER TUBES	163741	808.00
01-02984	BROWN & SAENGER					
		I-2108760-0	101-43100-42600	SUPPLIES RUBBERBANDS,PENS,COPY PAPER	163564	118.65
01-03884	COMMERCIAL ASPHALT/SPEN					
		I-16089	101-43100-42620	ASPHALT MIX HOT MIX	163578	23,377.48
01-04352	UPS STORE #4227					
		I-8990	101-43100-42600	SUPPLIES SHIPPING	163756	27.70
01-06750	MITCHELL TELECOM					
		I-10549505	101-43100-42800	UTILITIES ACCT #223662-2	163664	3.61
01-07004	CUBBY'S INC					
		I-60502	101-43100-42610	GAS DIESEL	163581	186.01
		I-60510	101-43100-42610	GAS DIESEL	163581	38.07
		I-989743	101-43100-42610	GAS DIESEL	163581	64.01
01-08108	JOSHUA D REMPFER					
		I-3091636521	101-43100-42600	SUPPLIES SOLUS EDGE	163704	342.50
01-08281	AMERIPRIDE SERVICES INC					
		I-2800660770	101-43100-42500	REPAIRS MATS	163542	71.15
01-08339	I-STATE TRUCK CENTER					
		I-C242415177:01	101-43100-42600	SUPPLIES RADIATOR TANK ASSY	163625	230.33
01-08856	MARCO TECHNOLOGIES LLC					
		I-3505359	101-43100-42500	REPAIRS CONTRACT #CN128819-02	163646	26.25
DEPARTMENT 3100 STREET DEPARTMENT					TOTAL:	31,770.09

PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 3110 PUBLIC WORKS ADMIN  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00140	AL'S ENGRAVING					
		I-13333	101-43110-42600	SUPPLIES NAME TAG	163540	5.70
01-01518	VERIZON WIRELESS					
		I-JULY 2016	101-43110-42800	UTILITIES ACCT #886931646-00001	163762	279.21
01-03678	INTERSTATE OFFICE PRODU					
		I-01CQ0873	101-43110-42600	SUPPLIES BINDER CLIPS	163632	26.88
		I-01CQ2425	101-43110-42600	SUPPLIES WALL CALENDARS, DESK CALENDARS,	163632	174.39
		I-01CQ2491	101-43110-42600	SUPPLIES HIGHLIGHTERS	163632	14.99
		I-01CQ2596	101-43110-42600	SUPPLIES DESK CALENDARS	163632	40.68
01-06750	MITCHELL TELECOM					
		I-10543764	101-43110-42916	NUISANCE ABAT ACCT #19259-0	163664	5.64
		I-10549505	101-43110-42800	UTILITIES ACCT #223662-2	163664	4.97
01-07004	CUBBY'S INC					
		I-1100847	101-43110-42610	GAS UNLEADED	163581	17.56
01-08108	JOSHUA D REMPFER					
		I-3091636521	101-43110-42600	SUPPLIES SOLUS EDGE	163704	325.00
01-08177	HOHN'S SERVICES INC					
		I-19061	101-43110-42916	NUISANCE ABAT LAWN MOWING	163622	240.00
DEPARTMENT 3110 PUBLIC WORKS ADMIN					TOTAL:	1,135.02

PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 3120 STREET & SIDEWALK CONST  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01036	REXWINKEL CONCRETE INC.					
		I-2016-14A P.E. #3	101-43120-43300	STREET OVERLA 2016-14A P.E. #3	163705	12,186.10
01-02480	SCHMUCKER PAUL & NOHR					
		I-2016-19 P.E. #7	101-43120-43320	5TH AVENUE MA 2016-19 P.E. #7	163713	17,925.00
		I-2016-22 P.E #6	101-43120-42200	PROF SERVICES 2016-22 P.E. #6	163713	16,000.00
01-09187	CONFLUENCE					
		I-2016-18 P.E. #3	101-43120-43318	6TH STREET PL 2016-18 P.E. #3	163579	10,020.11
DEPARTMENT 3120 STREET & SIDEWALK CONST					TOTAL:	56,131.21

PACKET: 04179 8/15/16 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
01-02470	HD SUPPLY WATERWORKS LT					
		I-F840183	101-43150-42600	SUPPLIES & MA GRATED COVERS	163618	477.90
		I-F872176	101-43150-42600	SUPPLIES & MA TEST-BALL PLUG	163618	914.58
		I-F877751	101-43150-42600	SUPPLIES & MA VANE GRATES,CURB BOXES,FRAMES	163618	3,133.35
DEPARTMENT 3150 STORM DRAINAGE					TOTAL:	4,525.83

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 3700 CEMETERY  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-3766	101-43700-42600	SUPPLIES & MA MAILING SERVICE	163698	0.94
01-00424	CAMPBELL SUPPLY INC.					
		I-39-7/25/16	101-43700-42602	CHEMICALS CHEMICALS, HARDWARE	163568	113.14
		I-42-8/8/16	101-43700-42600	SUPPLIES & MA STRING TRIMMER LINE	163568	145.40
01-00712	NAPA AUTO PARTS					
		I-635446	101-43700-42600	SUPPLIES & MA FILTERS	163667	18.39
		I-635567	101-43700-42600	SUPPLIES & MA FUEL FILTERS	163667	13.80
01-00985	HONDA OF MITCHELL					
		I-97301	101-43700-42600	SUPPLIES & MA 3LB .095" DIA	163623	35.00
01-01130	KIMBALL-MIDWEST					
		I-5045664	101-43700-42600	SUPPLIES & MA EYE BOLTS, VALVES, TAPE	163638	86.91
01-01325	MEYERS OIL CO					
		I-102455	101-43700-42610	GAS & FUEL REGULAR/DIESEL FUEL #2R	163654	380.48
01-01404	MITCHELL IRON & SUPPLY					
		I-46001	101-43700-42600	SUPPLIES & MA BALL BEARINGS	163660	13.83
01-01518	VERIZON WIRELESS					
		I-JULY 2016	101-43700-42800	UTILITIES ACCT #886931646-00001	163762	67.86
01-01570	MCFARLAND SUPPLY #3342					
		I-4134239	101-43700-42600	SUPPLIES & MA BUSHING, COUPLERS, HARDWARE	163647	37.03
		I-4135961	101-43700-42600	SUPPLIES & MA COUPLINGS	163647	11.18
01-01830	NORTHWESTERN ENERGY & C					
		I-2581642-2-7/16	101-43700-42800	UTILITIES 600 W 23RD AVE PUMP	163672	245.38
01-01964	DAKOTA SUPPLY GROUP					
		I-C333795	101-43700-42600	SUPPLIES & MA PLASTIC PIPE, LASCO FITTINGS	163585	26.30
01-02607	SD FEDERAL PROPERTY AGE					
		I-55375041	101-43700-42600	SUPPLIES & MA SHOVELS	163721	12.00
01-02679	MENARD'S INC					
		I-2968	101-43700-42600	SUPPLIES & MA 1 1/2" CROSS SCHEDULE 40	163651	4.29
		I-3407	101-43700-42600	SUPPLIES & MA 12" LED MIN CEIL	163651	49.99
01-02880	THUNE TRUE VALUE HARDWA					
		I-B145504	101-43700-42600	SUPPLIES & MA WASP SPRAY	163744	19.96
01-05195	A & B BUSINESS SOLUTION					
		I-311360	101-43700-42500	REPAIR & MAIN CONTRACT #CT3203-01	163533	58.51
DEPARTMENT 3700 CEMETERY					TOTAL:	1,340.39

PACKET: 04179 8/15/16 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
01-01193	KROHMER PLUMBING INC	I-20575	101-44120-42500	REPAIRS WATER HEATER REPAIRS	163640	590.31
01-01210	LAKEVIEW VETERINARY CLI	I-275404	101-44120-42900	IMPOUNDING DO AUGUST RENT/DOG POUND	163642	1,171.41
		I-275688	101-44120-42900	IMPOUNDING DO SEPTEMBER RENT/DOG POUND	163642	1,461.77
		I-275692	101-44120-42900	IMPOUNDING DO SERVICE DOG TOMMY	163642	60.00
01-01415	DAKOTA TWO-WAY	I-D-0411422	101-44120-42500	REPAIRS REPAIRS @ PUBLIC SAFETY	163587	75.00
01-01518	VERIZON WIRELESS	I-JULY 2016	101-44120-42800	UTILITIES-NEW ACCT #886931646-00001	163762	33.97
01-01830	NORTHWESTERN ENERGY & C	I-2719777-1-7/16	101-44120-42800	UTILITIES-NEW 2020 W HAVENS NEW BLDG	163672	164.93
01-02017	DAVISON RURAL WATER SYS	I-4837-8/16	101-44120-42800	UTILITIES-NEW AUGUST	163591	36.90
DEPARTMENT 4120 ANIMAL CONTROL					TOTAL:	3,594.29

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 4600 EMERGENCY MEDICAL SERV  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00894	AVERA QUEEN OF PEACE HO	I-MIT.REG.AM-8/16	101-44600-42600	SUPPLIES MEDICAL SUPPLIES	163548	250.34
01-01117	WHEELCO BRAKE & SUPPLY	I-2262140019	101-44600-42530	VEHICLE REPAI JOINT EXH	163765	9.81
01-01199	STURDEVANT'S AUTO PARTS	I-15-026009	101-44600-42530	VEHICLE REPAI HARDWARE	163737	12.82
01-01518	VERIZON WIRELESS	I-JULY 2016	101-44600-42800	TELEPHONE & I ACCT #886931646-00001	163762	135.72
01-01703	SD NEWSPAPER SERVICES I	I-3368	101-44600-42200	PROFESSIONAL FIREFIGHTER/EMT	163722	172.08
01-01910	PALACE CLEANERS INC.	I-64419	101-44600-42900	LINEN CLEANIN LAUNDRY	163688	35.00
01-02804	TMA STORES	I-45125	101-44600-42530	VEHICLE REPAI TIRES	163748	143.62
01-06201	HENRY SCHEIN INC	I-32737888	101-44600-42600	SUPPLIES NITRILE GLOVES,PENLIGHTS,MASKS	163621	291.00
01-06750	MITCHELL TELECOM	I-10549505	101-44600-42800	TELEPHONE & I ACCT #223662-2	163664	0.08
01-08779	TRIZETTO PROVIDER SOLUT	I-2Z3P081600	101-44600-42510	SERVICE CONTR AUGUST CLAIMS	163753	66.64
DEPARTMENT 4600 EMERGENCY MEDICAL SERV					TOTAL:	1,117.11

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 5500 LIBRARY  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00107	AM BEST COMPANY INC					
		I-3164326	101-45500-43420	BOOKS 2016 BEST'S KEY RATING GUIDE	163541	180.25
01-00141	OCLC INC					
		I-469716	101-45500-42693	E-BOOKS/AUDIO MONTHLY SUBSCRIPTION	163684	308.15
01-00424	CAMPBELL SUPPLY INC.					
		I-20-7/5/16	101-45500-42600	SUPPLIES & MA FAN BELT	163568	6.19
01-00553	DEMCO INC					
		I-5917826	101-45500-42600	SUPPLIES & MA BOOK JACKETS	163592	256.39
01-00616	PENGUIN RANDOM HOUSE IN					
		I-1088061240	101-45500-43420	BOOKS CD'S	163693	30.00
		I-1088120386	101-45500-43421	AUDIO-VISUAL CD'S	163693	30.00
01-00662	GREY HOUSE PUBLISHING I					
		I-339444	101-45500-43420	BOOKS BOOK	163611	271.75
01-01015	INGRAM LIBRARY SERVICES					
		I-83896733	101-45500-43420	BOOKS BOOK	163628	6.11
		I-93655131	101-45500-43420	BOOKS BOOKS	163628	31.38
		I-93711739	101-45500-43420	BOOKS BOOKS	163628	57.68
		I-93711740	101-45500-43420	BOOKS BOOK	163628	11.09
		I-93711741	101-45500-43420	BOOKS BOOK	163628	15.55
		I-93766522	101-45500-43420	BOOKS BOOKS	163628	77.96
		I-93805960	101-45500-43420	BOOKS BOOK	163628	42.44
		I-93805961	101-45500-43420	BOOKS BOOK	163628	21.55
		I-93805962	101-45500-43420	BOOKS BOOK	163628	4.49
		I-93822615	101-45500-43420	BOOKS BOOKS	163628	342.38
		I-93822616	101-45500-43420	BOOKS BOOKS	163628	36.82
		I-93844481	101-45500-43420	BOOKS BOOKS	163628	67.44
		I-93857919	101-45500-43420	BOOKS BOOKS	163628	73.39
		I-93870380	101-45500-43420	BOOKS BOOKS	163628	85.24
		I-93896730	101-45500-43420	BOOKS BOOKS	163628	43.79
		I-93896731	101-45500-43420	BOOKS BOOK	163628	20.36
		I-93896732	101-45500-43420	BOOKS BOOK	163628	22.50
		I-93896734	101-45500-43420	BOOKS BOOK	163628	5.72
		I-93896735	101-45500-43420	BOOKS BOOKS	163628	10.79
		I-93931214	101-45500-43420	BOOKS BOOKS	163628	25.04
		I-93935879	101-45500-43420	BOOKS BOOKS	163628	262.53
		I-93967668	101-45500-43420	BOOKS BOOK	163628	29.07
		I-94049927	101-45500-43420	BOOKS BOOKS	163628	155.81
01-01449	SD STATE HISTORICAL SOC					
		I-6017	101-45500-42310	NEWSPAPERS MICROFILM 3/1-4/30/16	163725	28.80
01-01590	MCLEOD'S PRINTING					
		I-5978	101-45500-42600	SUPPLIES & MA REG SELF-SEAL ENVELOPES	163648	398.00

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 101 GENERAL  
 DEPARTMENT: 5500 LIBRARY  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01596	RECORDED BOOKS INC					
		I-75365695	101-45500-43421	AUDIO-VISUAL EAUDIO	163702	362.46
		I-75365899	101-45500-43421	AUDIO-VISUAL EAUDIO	163702	56.90
		I-75367972	101-45500-43421	AUDIO-VISUAL CD'S	163702	129.20
		I-75369056	101-45500-43420	BOOKS CD'S	163702	93.58
		I-75373074	101-45500-43421	AUDIO-VISUAL CD'S	163702	14.99
		I-75373686	101-45500-43421	AUDIO-VISUAL CD'S	163702	29.99
		I-75374162	101-45500-43421	AUDIO-VISUAL EAUDIO	163702	56.90
01-01810	GALE					
		I-58285821	101-45500-43420	BOOKS BOOKS	163606	358.08
		I-58317271	101-45500-43420	BOOKS BOOKS	163606	48.73
		I-58317776	101-45500-43420	BOOKS BOOK	163606	27.74
		I-58318158	101-45500-43420	BOOKS BOOK	163606	28.49
01-01830	NORTHWESTERN ENERGY & C					
		I-2585828-3-7/16	101-45500-42800	UTILITIES 221 N DUFF ST	163672	2,795.20
01-02040	QUILL CORP					
		I-7423910	101-45500-42600	SUPPLIES & MA TONER	163700	55.99
01-02405	READER'S DEN					
		I-72111	101-45500-43420	BOOKS BOOKS	163701	147.39
01-02984	BROWN & SAENGER					
		I-2102380-0	101-45500-42600	SUPPLIES & MA MARKERS,ADHESIVE STICKS	163564	152.50
		I-2103801-0	101-45500-42600	SUPPLIES & MA BUBBLE MAILERS	163564	97.99
		I-2105667-0	101-45500-43420	BOOKS PLANNER	163564	18.99
01-03817	THE CENTER FOR WESTERN					
		I-6916	101-45500-43420	BOOKS BOOKS	163571	27.50
01-05088	BLACKSTONE AUDIO INC					
		I-841614	101-45500-43421	AUDIO-VISUAL CD'S	163560	45.00
01-06026	CENTER POINT LARGE PRIN					
		I-1384891	101-45500-43420	BOOKS BOOKS	163572	86.88
01-06583	BAKER & TAYLOR					
		I-5014179589	101-45500-43420	BOOKS BOOK	163553	139.31
01-06750	MITCHELL TELECOM					
		I-10549505	101-45500-42800	UTILITIES ACCT #223662-2	163664	0.55
01-08223	OVERDRIVE INC					
		I-249517105665007051	101-45500-42693	E-BOOKS/AUDIO EBOOKS	163687	1,103.92
01-08281	AMERIPRIDE SERVICES INC					
		I-2800658210	101-45500-42600	SUPPLIES & MA MATS	163542	126.05

PACKET: 04179 8/15/16 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
01-08865	PROQUEST					
		I-70402820	101-45500-42691	DATABASE SYS EBOOKS	163696	391.67
01-08920	SPORT VIDEOS					
		I-7134	101-45500-43421	AUDIO-VISUAL CD'S	163735	165.00
		I-7237	101-45500-43421	AUDIO-VISUAL EBOOKS	163735	205.00
01-09001	BOOK SYSTEMS INC					
		I-97596	101-45500-42930	ATRIUUM SUBSCRIPTION	163561	3,395.00
DEPARTMENT 5500 LIBRARY					TOTAL:	13,119.66
FUND 101 GENERAL					TOTAL:	190,836.72

PACKET: 04179 8/15/16 MEETING

VENDOR SET: 01

FUND : 201 PARK FUND

DEPARTMENT: 5110 RECREATION &amp; AQUATICS

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00462	COCA COLA BOTTLING CO					
		I-1341462	201-45110-42601	CONCESSION SU POP	163577	66.00
01-00520	HAWKINS INC					
		I-3912849	201-45110-42602	POOL CHEMICAL POOL CHEMICALS	163617	1,666.50
		I-3913494	201-45110-42602	POOL CHEMICAL POOL CHEMICALS	163617	638.90
		I-3919877	201-45110-42602	POOL CHEMICAL POOL CHEMICALS	163617	3,945.12
01-00940	HARVE'S SPORT SHOP					
		I-25591	201-45110-42600	SUPPLIES & MA MASKS	163616	71.90
01-02168	RECREONICS INC					
		I-729097	201-45110-42550	REPAIR & MAIN POOL VAC PARTS	163703	340.50
01-02540	SHOPKO STORES OPERATING					
		I-667	201-45110-42605	SUPPLIES & MA LATEX GLOVES	163731	23.96
01-02602	SD DEPT OF HEALTH					
		I-10572144	201-45110-42605	SUPPLIES & MA LAB	163719	60.00
01-02679	MENARD'S INC					
		I-2185	201-45110-42550	REPAIR & MAIN SHOWER CURTAIN PINS,5.5 GAUGE	163651	13.41
01-02880	THUNE TRUE VALUE HARDWA					
		I-B145592	201-45110-42600	SUPPLIES & MA CONNECTOR	163744	4.99
01-03267	WALMART COMMUNITY/RFCSL					
		I-2496	201-45110-42605	SUPPLIES & MA SUNSCREEN	163763	23.92
		I-2971	201-45110-42600	SUPPLIES & MA DAKOTA KIDS PRODUCT	163763	35.07
		I-3579	201-45110-42600	SUPPLIES & MA DAKOTA KIDS PRODUCT	163763	49.31
		I-4867	201-45110-42600	SUPPLIES & MA DAKOTA KIDS PRODUCT	163763	26.52
		I-6973	201-45110-42600	SUPPLIES & MA DAKOTA KIDS PRODUCT	163763	13.44
01-03700	FARNER-BOCKEN COMPANY					
		I-4975236	201-45110-42601	CONCESSION SU POOL CONCESSION PRODUCT	163602	507.35
		I-4993518	201-45110-42601	CONCESSION SU POOL CONCESSION PRODUCT	163602	889.49
		I-5012481	201-45110-42601	CONCESSION SU POOL CONCESSION PRODUCT	163602	668.71
		I-5021013	201-45110-42601	CONCESSION SU POOL CONCESSION PRODUCT	163602	139.80
01-06382	WEST RIVER BEVERAGE INC					
		I-24097	201-45110-42601	CONCESSION SU CUPS	163764	190.00
01-06386	PAPA MURPHY'S PIZZA					
		I-110001-7/11/16	201-45110-42601	CONCESSION SU PIZZA	163690	52.00
		I-120001-7/14/16	201-45110-42601	CONCESSION SU PIZZA	163690	39.00
01-06750	MITCHELL TELECOM					
		I-10549505	201-45110-42800	UTILITIES ACCT #223662-2	163664	0.60

PACKET: 04179 8/15/16 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
01-09206	NIHCA	I-100187	201-45110-42200	PROFESSIONAL ANNUAL MEMBERSHIP INVESTMENT	163670	99.00
					DEPARTMENT 5110 RECREATION & AQUATICS TOTAL:	9,565.49

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 201 PARK FUND  
 DEPARTMENT: 5140 RECREATION CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-3766	201-45140-42600	SUPPLIES & MA MAILING SERVICE	163698	12.22
01-00462	COCA COLA BOTTLING CO					
		I-1341559	201-45140-42601	CONCESSION SU POP	163577	42.00
01-01410	MITCHELL SCHOOL DISTRIC					
		I-2583796-4-6/16	201-45140-42800	UTILITIES CITY SHARE-1301 N KIMBALL ST	163663	1,377.38
01-01450	MUTH ELECTRIC INC					
		I-585483	201-45140-42500	REPAIR & MAIN INSTALL EMERGENCY LIGHTS	163666	1,531.00
01-01830	NORTHWESTERN ENERGY & C					
		I-2580493-1-7/16	201-45140-42800	UTILITIES 1300 N MAIN	163672	3,447.78
01-02540	SHOPKO STORES OPERATING					
		I-6416	201-45140-42600	SUPPLIES & MA FACIAL TISSUE,LIGHTING CABLE	163731	21.98
01-02567	S & M PRINTING COMPANY					
		I-66315	201-45140-42600	SUPPLIES & MA PRESCHOOL CONFIDENTIAL FORMS	163710	60.00
01-02602	SD DEPT OF HEALTH					
		I-10572465	201-45140-42500	REPAIR & MAIN LAB	163719	60.00
01-02679	MENARD'S INC					
		I-3492	201-45140-42600	SUPPLIES & MA AIR CIRCULATOR,BATH TISSUE,ERA	163651	133.68
01-02880	THUNE TRUE VALUE HARDWA					
		I-A310508	201-45140-42600	SUPPLIES & MA AERATOR	163744	4.99
		I-A310594	201-45140-42600	SUPPLIES & MA D BATTERIES	163744	8.49
		I-A311601	201-45140-42600	SUPPLIES & MA LUBRICANT	163744	11.98
		I-A311830	201-45140-42600	SUPPLIES & MA LYSOL	163744	16.47
		I-A312331	201-45140-42600	SUPPLIES & MA RIVET	163744	2.99
01-02984	BROWN & SAENGER					
		I-2104622-0-7/16	201-45140-42600	SUPPLIES & MA TONER	163564	65.99
		I-2105345-0	201-45140-42600	SUPPLIES & MA CLASP ENVELOPES	163564	14.99
		I-2107789-0	201-45140-42600	SUPPLIES & MA STAPLER,POST-IT NOTES	163564	10.89
01-04293	JCL SOLUTIONS					
		I-1074381	201-45140-42500	REPAIR & MAIN RESURFACING GYM FLOORS	163633	458.04
01-06627	THOMAS GULLEDGE					
		I-22780061	201-45140-42600	SUPPLIES & MA UNLEADED GAS	163613	6.33
01-06750	MITCHELL TELECOM					
		I-10549505	201-45140-42800	UTILITIES ACCT #223662-2	163664	0.81
01-09044	INTELLIPRO SECURITY LLC					

PACKET: 04179 8/15/16 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
01-09044	INTELLIPRO SECURITY LLC			continued		
		I-1436	201-45140-42600	SUPPLIES & MA PROXIMITY KEY FOBS	163631	123.75
				DEPARTMENT 5140 RECREATION CENTER	TOTAL:	7,411.76

PACKET: 04179 8/15/16 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
01-00671	VAN DIEST SUPPLY CO					
		I-149716	201-45160-42602	CHEMICALS HERTICIDE	163758	681.15
		I-149717	201-45160-42602	CHEMICALS HERBICIDE	163758	1,353.00
		I-152206	201-45160-42602	CHEMICALS CRABGRASS CONTROL	163758	637.20
		I-152207	201-45160-42602	CHEMICALS CHEMICAL ENHANCER FOR CRABGRAS	163758	39.00
01-01518	VERIZON WIRELESS					
		I-JULY 2016	201-45160-42800	UTILITIES ACCT #886931646-00001	163762	44.85
01-01570	MCFARLAND SUPPLY #3342					
		I-4069762	201-45160-42600	SUPPLIES & MA PVC EXT	163647	28.47
01-01703	SD NEWSPAPER SERVICES I					
		I-2777	201-45160-42600	SUPPLIES & MA PART-TIME SUMMER WORKERS	163722	143.40
01-01830	NORTHWESTERN ENERGY & C					
		I-2579141-9-7/16	201-45160-42800	UTILITIES 1001 N MINNESOTA EMTR	163672	6,851.21
		I-2579265-6-7/16	201-45160-42800	UTILITIES 1101 N EDMUNDS M SHLTR	163672	19.65
		I-2582639-7-7/16	201-45160-42800	UTILITIES PATTON YOUNG	163672	67.32
		I-2585121-3-7/16	201-45160-42800	UTILITIES 313 N HARMON DR	163672	441.52
		I-2586408-3-7/16	201-45160-42800	UTILITIES TOURNEY HDQT	163672	81.72
		I-2586410-9-7/16	201-45160-42800	UTILITIES 1301 N MINNESOTA LIFT	163672	63.12
		I-2718054-6-7/16	201-45160-42800	UTILITIES 5825 TOWER RD	163672	255.84
		I-2787244-9-7/16	201-45160-42800	UTILITIES D E CONESSION	163672	141.08
		I-2787247-2-7/16	201-45160-42800	UTILITIES WEST ELEC D E	163672	128.95
		I-2787248-0-7/16	201-45160-42800	UTILITIES WEST ELEC F G	163672	144.00
		I-2787249-8-7/16	201-45160-42800	UTILITIES H I J K SHOP	163672	825.56
		I-2787283-7-7/16	201-45160-42800	UTILITIES SOCCER FIELD	163672	74.76
		I-2787285-2-7/16	201-45160-42800	UTILITIES CADWELL PARK CONCESSION	163672	176.96
		I-2825237-7-7/16	201-45160-42800	UTILITIES 1301 N MINNESOTA	163672	369.01
		I-2834109-7-7/16	201-45160-42800	UTILITIES LAKE MITCHELL PUMP CADWELL	163672	799.26
		I-2920373-4-7/16	201-45160-42800	UTILITIES STAD SCOREBOARD 23	163672	15.41
		I-2991007-2-7/16	201-45160-42800	UTILITIES 1001 N MINNESOTA GMTR	163672	753.92
01-02485	SCHOENFELDER CONSTRUCTI					
		I-12007	201-45160-42600	SUPPLIES & MA 4 LOADS BLACK DIRT	163714	480.00
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-2683-0	201-45160-42600	SUPPLIES & MA PAINT	163729	873.84
01-02679	MENARD'S INC					
		I-2515	201-45160-42600	SUPPLIES & MA HARDBOARD	163651	40.02
		I-2556	201-45160-42600	SUPPLIES & MA MULCH	163651	27.76
		I-2884	201-45160-42600	SUPPLIES & MA ZIP TIES	163651	47.64
		I-3023	201-45160-42600	SUPPLIES & MA CUT-OFF RISER,HOSE ADAPTER,RIS	163651	24.76
01-02804	TMA STORES					
		I-44526	201-45160-42500	REPAIR & MAIN TIRE REPAIR	163748	15.45
		I-44957	201-45160-42500	REPAIR & MAIN LAWNMOWER TIRE	163748	31.10

PACKET: 04179 8/15/16 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
01-02804	TMA STORES		continued			
		I-45397	201-45160-42500	REPAIR & MAIN FLAT REPAIRS	163748	26.73
01-02811	JONES SUPPLIES					
		I-104624	201-45160-42600	SUPPLIES & MA TISSUES,LINERS,FOLD TOWELS	163637	307.56
		I-104835	201-45160-42600	SUPPLIES & MA TISSUE	163637	183.60
01-02880	THUNE TRUE VALUE HARDWA					
		I-A311804	201-45160-42600	SUPPLIES & MA SLED SPRINKLER	163744	29.99
		I-B143976	201-45160-42600	SUPPLIES & MA SLED SPRINKLER	163744	29.99
		I-B145330	201-45160-42600	SUPPLIES & MA FILTER	163744	4.69
		I-B145366	201-45160-42600	SUPPLIES & MA FILTER	163744	4.69
01-06960	HENKE TRACTOR REPAIR SH					
		I-47246	201-45160-42603	SMALL EQUIPME TORO MOWER	163620	1,250.00
01-07911	JEREMY NIELSEN					
		I-25	201-45160-42650	UNIFORMS BOOTS REIMBURSEMENT	163669	32.50
01-08108	JOSHUA D REMPFER					
		I-3091636521	201-45160-42600	SUPPLIES & MA SOLUS EDGE	163704	162.50
01-08281	AMERIPRIDE SERVICES INC					
		I-2800643875	201-45160-42500	REPAIR & MAIN MATS	163542	31.55
DEPARTMENT 5160 SPORTS COMPLEXES					TOTAL:	17,740.73

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 201 PARK FUND  
 DEPARTMENT: 5210 PARKS  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00210	BAILEY METAL FABRICATOR					
		I-44223	201-45210-42600	SUPPLIES & MA CUT TUBING	163551	15.23
01-00424	CAMPBELL SUPPLY INC.					
		I-16-7/20/16	201-45210-42600	SUPPLIES & MA WASP & HORNET SPRAY	163568	12.45
		I-181-7/18/16	201-45210-42500	REPAIR & MAIN Y-SHUTOFFS	163568	19.98
		I-199-7/28/16	201-45210-42600	SUPPLIES & MA NYLON NUTS,HOSE BARBS,Y-SHUTOF	163568	146.13
		I-25-7/19/16	201-45210-42600	SUPPLIES & MA HOSE & SPRINKLERS	163568	111.95
		I-38-7/14/16	201-45210-42602	CHEMICALS SPRAY FOR PARKS	163568	39.99
		I-39-8/1/16	201-45210-42600	SUPPLIES & MA HOSE CLAMPS	163568	5.96
		I-55-8/1/16	201-45210-42600	SUPPLIES & MA HARDWARE,WEDGE ANCHORS,	163568	87.10
		I-64-7/29/16	201-45210-42600	SUPPLIES & MA HOSES,SPRINKLER	163568	49.98
		I-87-7/18/16	201-45210-42600	SUPPLIES & MA PLIERS,T-BAR CLAMPS	163568	105.54
		I-88-7/21/16	201-45210-42600	SUPPLIES & MA WASP & HORNET SPRAY	163568	7.47
01-00671	VAN DIEST SUPPLY CO					
		I-155986	201-45210-42900	MOSQUITO PROG MOSQUITO FOGGER RADAR	163758	893.00
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-025187	201-45210-42500	REPAIR & MAIN OIL & AIR FILTERS	163737	157.25
		I-15-025457	201-45210-42500	REPAIR & MAIN MINI BULBS	163737	2.39
		I-15-025494	201-45210-42500	REPAIR & MAIN BRAKE FLUID	163737	13.59
		I-15-025955	201-45210-42600	SUPPLIES & MA TEX TAMPERS	163737	37.90
01-01325	MEYERS OIL CO					
		I-100693	201-45210-42610	GAS & FUEL REGULAR,DIESEL FUEL #2R	163654	1,611.85
01-01518	VERIZON WIRELESS					
		I-JULY 2016	201-45210-42800	UTILITIES ACCT #886931646-00001	163762	46.44
01-01570	MCFARLAND SUPPLY #3342					
		I-4101252	201-45210-42600	SUPPLIES & MA WATER KEYS	163647	7.96
01-01703	SD NEWSPAPER SERVICES I					
		I-2777	201-45210-42300	PUBLISHING PART-TIME SUMMER WORKERS	163722	143.40
01-01787	NORTH CENTRAL SEED CO					
		I-18167	201-45210-42600	SUPPLIES & MA LAWN MIXTURE,KENTUCKY BLUEGRAS	163671	250.00
		I-18189	201-45210-42600	SUPPLIES & MA LAWN MIXTURE	163671	250.00
01-01830	NORTHWESTERN ENERGY & C					
		I-2573053-2-8/16	201-45210-42800	UTILITIES 421 S FOSTER ST SHOP	163672	326.90
		I-2573054-0-8/16	201-45210-42800	UTILITIES 401 S FOSTER TNCT	163672	201.62
		I-2573055-7-8/16	201-45210-42800	UTILITIES 1001 E BIRCH AVE SW P SHLTR	163672	30.03
		I-2573203-3-8/16	201-45210-42800	UTILITIES 1001 E HANSON ST 9 10 13	163672	20.58
		I-2580826-2-7/16	201-45210-42800	UTILITIES 800 E 11TH AVE	163672	6.82
		I-2581610-9-7/16	201-45210-42800	UTILITIES PUBLIC BEACH	163672	63.19
		I-2581644-8-8/16	201-45210-42800	UTILITIES KIWANIS WOODLOT	163672	38.40
		I-2581647-1-7/16	201-45210-42800	UTILITIES 950 INDIAN VILLAGE RD	163672	100.23

PACKET: 04179 8/15/16 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-2581648-9-7/16	201-45210-42800	UTILITIES ACCESS LOT LITE	163672	6.82
		I-2581649-7-7/16	201-45210-42800	UTILITIES DAY CAMP	163672	67.15
		I-2583204-9-7/16	201-45210-42800	UTILITIES 1201 S MINNESOTA PARK	163672	14.02
		I-2584325-1-7/16	201-45210-42800	UTILITIES 1300 S ROWLEY PIONEER	163672	28.27
		I-2584526-4-7/16	201-45210-42800	UTILITIES DRY RUN RESTROOM 20	163672	22.23
		I-2707036-6-8/16	201-45210-42800	UTILITIES W TENNIS COURT 11	163672	138.18
		I-2748483-1-7/16	201-45210-42800	UTILITIES ACCESS LOT METER	163672	10.58
		I-2787841-2-8/16	201-45210-42800	UTILITIES 421 S FOSTER SHOP	163672	45.59
		I-2787842-0-8/16	201-45210-42800	UTILITIES 1001 E BIRCH AVE SB LITE	163672	10.00
		I-2810876-9-8/16	201-45210-42800	UTILITIES 1001 E HANSEN P SHLTR	163672	67.61
		I-2967874-5-7/16	201-45210-42800	UTILITIES 3100 INDIAN VILLAGE RD	163672	43.39
		I-2973566-9-7/16	201-45210-42800	UTILITIES 621 N MAIN ST	163672	11.76
		I-3045799-8-7/16	201-45210-42800	UTILITIES 311 1/2 N HARMON	163672	80.61
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-2808-3	201-45210-42600	SUPPLIES & MA BRUSHES,TRAY LINERS,PAINT	163729	479.29
		I-3034-5	201-45210-42600	SUPPLIES & MA TRAY LINERS,TAPE,BRUSHES	163729	50.17
01-02602	SD DEPT OF HEALTH					
		I-10572144	201-45210-42600	SUPPLIES & MA LAB	163719	136.00
01-02679	MENARD'S INC					
		I-2196	201-45210-43300	CAPITAL IMPRO INTERLOC EDGER	163651	95.20
		I-2714	201-45210-42600	SUPPLIES & MA FAST SET CONCRETE MIX	163651	10.40
01-02804	TMA STORES					
		I-45182	201-45210-42500	REPAIR & MAIN FLAT REPAIRS	163748	10.82
		I-45552	201-45210-42500	REPAIR & MAIN TIRE REPAIR	163748	32.96
01-02880	THUNE TRUE VALUE HARDWA					
		I-A311420	201-45210-42600	SUPPLIES & MA CONCRETE MIX	163744	9.58
		I-B145502	201-45210-42600	SUPPLIES & MA INSECT KILLER,PAINT THINNER	163744	31.44
01-03014	ADVANCE AUTO PARTS					
		C-5761616875260	201-45210-42500	REPAIR & MAIN CREDIT	163536	33.99-
01-08108	JOSHUA D REMPFER					
		I-3091636521	201-45210-42600	SUPPLIES & MA SOLUS EDGE	163704	162.50
01-08130	C & B OPERATIONS LLC					
		I-2109414	201-45210-42500	REPAIR & MAIN BUSHINGS	163567	23.40
		I-2112762	201-45210-42500	REPAIR & MAIN V-BELT,IDLERS	163567	187.86
01-08233	DOGPOOPBAGS.COM LLC					
		I-6328	201-45210-42600	SUPPLIES & MA DOG CLEAN UP BAGS	163595	420.44
01-08292	BSN SPORTS INC					
		I-98077975	201-45210-42600	SUPPLIES & MA FOUL POLES,GROUND SLEEVES	163566	1,520.98

PACKET: 04179 8/15/16 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
01-08292	BSN SPORTS INC		continued			
		I-98077975	201-45210-43300	CAPITAL IMPRO FOUL POLES,GROUND SLEEVES	163566	1,520.98
01-09205	JENNIFER COATS					
		I-1111001888	201-45210-42604	TREES RETREE PROGRAM	163576	174.99
DEPARTMENT 5210 PARKS					TOTAL:	10,182.56

PACKET: 04179 8/15/16 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
01-02984	BROWN & SAENGER					
		I-2105886-0	201-45220-42600	SUPPLIES & MA KEY TAGS	163564	102.90
		I-2105886-1	201-45220-42600	SUPPLIES & MA CABINET	163564	279.65
		I-2105974-0	201-45220-42600	SUPPLIES & MA HANGING FOLDERS	163564	37.28
		I-2106326-0	201-45220-42600	SUPPLIES & MA SHEARS	163564	22.00
		I-2107789-0	201-45220-42600	SUPPLIES & MA STAPLER, POST-IT NOTES	163564	24.98
01-03267	WALMART COMMUNITY/RFCSL					
		C-7720	201-45220-42600	SUPPLIES & MA CREDIT	163763	16.97-
		I-8350	201-45220-42600	SUPPLIES & MA LUNAR SLEEVE	163763	16.97
01-06750	MITCHELL TELECOM					
		I-10549505	201-45220-42800	UTILITIES ACCT #223662-2	163664	0.57
					DEPARTMENT 5220 SUPERVISION	TOTAL: 467.38
					FUND 201 PARK FUND	TOTAL: 45,367.92

PACKET: 04179 8/15/16 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-AUGUST 2016	211-46311-42962	REGIONAL MARK 2016 FUNDING-AUGUST	163657	3,125.00
01-01396	MITCHELL AREA CONVENTIO	I-AUGUST 2016	211-46311-42960	CONV VISITORS 2016 FUNDING-AUGUST	163658	21,875.00
01-01400	MITCHELL AREA DEVELOPME	I-AUGUST 2016	211-46311-42961	MITCHELL AREA 2016 FUNDING-AUGUST	163659	6,250.00
					DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL: 31,250.00
					FUND 211 ENTERTAINMENT TAX	TOTAL: 31,250.00

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 214 E-911 EMERGENCY  
 DEPARTMENT: 3500 E-911  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-00531	PAULSON AIR	I-S570	214-43500-42500	REPAIRS & MAI REPAIRS @ PUBLIC SAFETY BLDG	163692	85.00	
01-01518	VERIZON WIRELESS	I-JULY 2016	214-43500-42800	UTILITIES - T ACCT #886931646-00001	163762	54.15	
01-01801	DATAMAXX APPLIED TECHNO	I-28376	214-43500-42694	COMPUTER HARD RENEWAL	163590	144.00	
01-02484	DARRINGTON WATER COND	I-33456-7/16	214-43500-42600	SUPPLIES & MA RENTAL	163589	21.00	
01-04308	SANTEL COMMUNICATIONS C	I-10547199	214-43500-42800	UTILITIES - T ACCT #212623-2	163712	106.16	
01-06750	MITCHELL TELECOM	I-10549505	214-43500-42800	UTILITIES - T ACCT #223662-2	163664	14.85	
01-07326	EMERGENCY EDUCATION ASS	I-145439	214-43500-42700	DUES, TRAININ HEARTSAVER AED COURSE	163599	120.00	
01-08619	ZUERCHER TECHNOLOGIES L	I-109	214-43500-42910	SERVICE CONTR ANNUAL MAINTENANCE	163770	5,492.81	
01-08877	SD DEPARTMENT OF PUBLIC	I-N147590SR	214-43500-42200	PROFESSIONAL TELETYPE SERVICE 7/1-12/31/16	163717	1,545.00	
					DEPARTMENT 3500 E-911	TOTAL:	7,582.97
					FUND 214 E-911 EMERGENCY	TOTAL:	7,582.97

PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 218 COMMUNITY SERVICES  
 DEPARTMENT: 5140 RSVP  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS					
		I-JULY 2016	218-45140-42800	UTILITIES ACCT #886931646-00001	163762	16.04
01-04265	UNITED WAY & VOLUNTEER					
		I-3399	218-45140-42300	PRINTING COPIES	163755	8.90
01-08931	VAST BROADBAND					
		I-AUGUST 2016	218-45140-42800	UTILITIES ACCT #1256801	163761	55.03
01-09214	SADIE OMLAND					
		I-3	218-45140-42600	SUPPLIES & MA RSVP VENDOR SHOW REFUND	163685	47.70
DEPARTMENT 5140 RSVP					TOTAL:	127.67

PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 218 COMMUNITY SERVICES  
 DEPARTMENT: 5150 PALACE TRANSIT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-025585	218-45150-42500	REPAIR AND MA HOSE CLAMPS	163737	15.40
		I-15-026015	218-45150-42500	REPAIR AND MA OIL FILTER,AIR FILTER	163737	23.18
01-01325	MEYERS OIL CO					
		I-21693	218-45150-42610	GAS OIL TIRES MOBIL OIL	163654	437.80
01-01518	VERIZON WIRELESS					
		I-JULY 2016	218-45150-42800	UTILITIES ACCT #886931646-00001	163762	49.97
01-02679	MENARD'S INC					
		I-3673	218-45150-42600	SUPPLIES & MA DUST MASKS,STOPS RUST,SPRAY PA	163651	7.96
01-02800	DAKOTA TRANSIT ASSOCIAT					
		I-2016 PICKETT	218-45150-42710	TRAVEL, CONF, REG.-J PICKETT	163586	300.00
01-04044	ARAMARK					
		I-16933675	218-45150-42650	UNIFORMS POLO W/LOGO	163544	15.04
		I-16935518	218-45150-42650	UNIFORMS POLOS W/LOGO	163544	525.92
01-04362	DALE STEFFEN					
		I-8116	218-45150-42231	DRUG TESTING/ CDL TESTING-DEWITT	163736	90.00
01-05195	A & B BUSINESS SOLUTION					
		I-311363	218-45150-42600	SUPPLIES & MA CONTRACT #CT3206-01	163533	58.51
01-05458	RIVER CITIES PUBLIC TRA					
		I-3406	218-45150-42920	COMPUTER SOFT PHONE LINES	163708	204.00
01-06713	SHAH SOFTWARE INC					
		I-2016222	218-45150-42920	COMPUTER SOFT ANNUAL SOFTWARE LICENSING	163726	13,728.00
01-06750	MITCHELL TELECOM					
		I-10549505	218-45150-42800	UTILITIES ACCT #223662-2	163664	1.19
01-08108	JOSHUA D REMPFER					
		I-3091636521	218-45150-42600	SUPPLIES & MA SOLUS EDGE	163704	325.00
DEPARTMENT 5150 PALACE TRANSIT					TOTAL:	15,781.97

PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 218 COMMUNITY SERVICES  
 DEPARTMENT: 5170 SANBORN CO TRANSIT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS					
		I-JULY 2016	218-45170-42800	UTILITIES ACCT #886931646-00001	163762	16.04
01-08717	EXPRESS 2					
		I-4618	218-45170-42610	GAS OIL TIRES DIESEL	163600	73.02
					DEPARTMENT 5170 SANBORN CO TRANSIT	TOTAL: 89.06
					FUND 218 COMMUNITY SERVICES	TOTAL: 15,998.70

PACKET: 04179 8/15/16 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
01-01518	VERIZON WIRELESS					
		I-JULY 2016	219-45140-42800	UTILITIES ACCT #886931646-00001	163762	16.03
01-02878	PALACE TRANSIT					
		I-10445	219-45140-42320	ADVERTISING ADVERTISING YEARLY SIGNS	163689	360.00
01-06578	VARIETY FOODS INC					
		I-1225728	219-45140-42605	MEAL SUPPLIES NUTRITION PRODUCT	163760	189.87
01-06589	DUG OUT					
		I-JULY 2016	219-45140-42911	CONTRACT SERV JULY, NUTRITION	163597	659.75
01-08569	RITA'S PLACE					
		I-JULY 2016	219-45140-42911	CONTRACT SERV JULY, NUTRITION	163707	630.00
01-09069	BIG DADDY D'S INC					
		I-55	219-45140-42911	CONTRACT SERV SENIOR MEALS 7/25-29	163558	2,310.00
		I-56	219-45140-42911	CONTRACT SERV SENIOR MEALS 8/1-5	163558	2,260.00
01-09184	BOOMS RESTAURANT					
		I-JULY 2016	219-45140-42911	CONTRACT SERV JULY, NUTRITION	163562	3,032.75
		I-JULY 2016	219-45140-42911	CONTRACT SERV JULY, NUTRITION	163562	31.50
DEPARTMENT 5140 NUTRITION					TOTAL:	9,489.90
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FUND 219 NUTRITION					TOTAL:	9,489.90

PACKET: 04179 8/15/16 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
01-02480	SCHMUCKER PAUL & NOHR					
		I-2016-11 P.E. #2	537-46500-43300	CONSTRUCTION 2016-11 P.E. #2	163713	1,297.50
					DEPARTMENT 6500 INDOOR SWIMMING POOL	TOTAL: 1,297.50
					FUND 537 INDOOR SWIMMING POOL	TOTAL: 1,297.50

PACKET: 04179 8/15/16 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
01-01020	CENTRAL ELECTRIC COOPER					
		I-12551001-8/16	602-43330-42800	UTILITIES MONTHLY SERVICE	163573	54.00
		I-6025000-8/16	602-43330-42800	UTILITIES MONTHLY SERVICE	163573	587.00
01-01321	MEBIUS NURSERY & LANDSC					
		I-1638	602-43330-42600	SUPPLIES & MA ROTORS	163649	100.00
		I-1638	602-43330-42500	REPAIR & MAIN ROTORS	163649	65.00
01-01518	VERIZON WIRELESS					
		I-JULY 2016	602-43330-42800	UTILITIES ACCT #886931646-00001	163762	34.19
01-01570	MCFARLAND SUPPLY #3342					
		I-4136652	602-43330-42600	SUPPLIES & MA PIPE TAPE,PRESS GAUGE,HARDWARE	163647	19.47
01-01830	NORTHWESTERN ENERGY & C					
		I-2585902-6-7/16	602-43330-42800	UTILITIES 2800 N MAIN ST	163672	9,072.08
		I-2586002-47-7/16	602-43330-42800	UTILITIES N LAKE MITCHELL	163672	56.42
		I-2941237-6-7/16	602-43330-42800	UTILITIES 1416 E SPRUCE ST	163672	19.50
		I-2958403-4-7/16	602-43330-42800	UTILITIES 1800 VAN DYKE DR	163672	131.60
01-02602	SD DEPT OF HEALTH					
		I-10572241	602-43330-42550	LAB FEES LAB	163719	269.00
01-02679	MENARD'S INC					
		I-3493	602-43330-42600	SUPPLIES & MA ROLL TOWELS	163651	8.75
01-02984	BROWN & SAENGER					
		I-2108518-0	602-43330-42600	SUPPLIES & MA COPY PAPER,INK CARTRIDGE,PENS	163564	72.26
01-04312	USA BLUE BOOK					
		I-18664	602-43330-42600	SUPPLIES & MA GAUGE	163757	119.90
01-04352	UPS STORE #4227					
		I-8959	602-43330-42600	SUPPLIES & MA SHIPPING	163756	13.78
		I-9017	602-43330-42600	SUPPLIES & MA SHIPPING	163756	13.78
01-04692	B-Y WATER DISTRICT					
		I-72916	602-43330-42850	B-Y WATER CHA JULY USAGE	163550	93,078.00
01-06750	MITCHELL TELECOM					
		I-10549505	602-43330-42800	UTILITIES ACCT #223662-2	163664	6.96
01-07598	AQUA-PURE INC					
		I-MITSD1608	602-43330-42620	CHEMICAL SERV CHEMICALS/JULY MONTHLY SERVICE	163543	2,875.00
01-08108	JOSHUA D REMPFER					
		I-3091636521	602-43330-42600	SUPPLIES & MA SOLUS EDGE	163704	325.00
01-08281	AMERIPRIDE SERVICES INC					

PACKET: 04179 8/15/16 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
01-08281	AMERIPRIDE SERVICES INC			continued		
		I-2800653828	602-43330-42600	SUPPLIES & MA MATS/MOPS	163542	31.30
DEPARTMENT 3330 WATER TREATMENT PLANT					TOTAL:	106,952.99

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 602 WATER  
 DEPARTMENT: 3340 WATER DISTRIBUTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00210	BAILEY METAL FABRICATOR	I-44349	602-43340-42500	REPAIR & MAIN REPAIR SOCKET	163551	21.26
01-00356	QUALIFIED PRESORT	I-2279-3766	602-43340-42660	POSTAGE MAILING SERVICE	163698	2.03
01-00384	SD ASSOCIATION OF RURAL	I-10089	602-43340-42700	TRAVEL, CONF ANNUAL DUES	163716	1,100.00
01-00424	CAMPBELL SUPPLY INC.	I-139-8/8/16	602-43340-42600	SUPPLIES & MA HITCH PIN	163568	3.99
		I-195-8/5/16	602-43340-42600	SUPPLIES & MA WIRE HARNESS	163568	10.99
		I-55-7/29/16	602-43340-42600	SUPPLIES & MA STORAGE BINS, SOCKET, WRENCH,	163568	60.89
01-00752	MITCHELL PLUMBING & HEA	I-30570	602-43340-42600	SUPPLIES & MA REPAIRS @ WATER PLANT	163662	102.65
01-00786	SD ONE CALL	I-SD16-2189	602-43340-42200	LOCATES JULY MESSAGE FEES	163723	131.78
01-01199	STURDEVANT'S AUTO PARTS	I-15-026010	602-43340-42600	SUPPLIES & MA OIL FILTER, FUSE	163737	11.49
01-01518	VERIZON WIRELESS	I-JULY 2016	602-43340-42800	UTILITIES ACCT #886931646-00001	163762	155.96
01-02470	HD SUPPLY WATERWORKS LT	I-F860219	602-43340-42600	SUPPLIES & MA GASKETS, VALVE BOXES, METERS	163618	5,297.18
		I-F862581	602-43340-43409	WATER METERS METERS, FLANGES, HEX HEAD BOLTS	163618	7,353.24
		I-F871406	602-43340-43409	WATER METERS METERS, HEAD BOLTS, FLANGES,	163618	131.34
		I-F893095	602-43340-43409	WATER METERS METERS, FLANGES	163618	428.56
01-02480	SCHMUCKER PAUL & NOHR	I-2015-35 P.E. #2	602-43340-42225	PROFESSIONAL 2015-35 P.E. #2	163713	8,350.00
		I-2016-19 P.E. #7	602-43340-43368	5th AVENUE BU 2016-19 P.E. #7	163713	7,468.75
01-02653	SD DEPT OF REVENUE	I-72916	602-43340-42600	SUPPLIES & MA LICENSE PLATES ADDITIONAL FEE	163720	2.20
01-02679	MENARD'S INC	I-2664	602-43340-42600	SUPPLIES & MA 2 GAL THERMAL JUG, 18 OZ CUPS	163651	13.31
		I-3039	602-43340-42600	SUPPLIES & MA SOFTSOAP, LYSOL, SHOP TOWELS	163651	33.18
		I-3610-8/5/16	602-43340-42600	SUPPLIES & MA NITRILE GLOVES, COUPLINGS, BLADE	163651	162.69
01-02880	THUNE TRUE VALUE HARDWA	I-B146073	602-43340-42600	SUPPLIES & MA HARDWARE	163744	21.37
01-07004	CUBBY'S INC	I-1050448	602-43340-42610	GAS & FUEL DYED DIESEL	163581	48.85

PACKET: 04179 8/15/16 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
01-07004	CUBBY'S INC		continued			
		I-38224	602-43340-42610	GAS & FUEL DYED DIESEL	163581	31.01
01-07131	BAKER BROS ELECTRIC LLC					
		I-4290	602-43340-42600	SUPPLIES & MA CHANGED OUT BALLASTS & BULBS	163554	244.86
					DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL: 31,187.58
					FUND 602 WATER	TOTAL: 138,140.57

PACKET: 04179 8/15/16 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
01-00356	QUALIFIED PRESORT					
		I-2279-3766	604-43200-42660	POSTAGE MAILING SERVICE	163698	2.04
01-01020	CENTRAL ELECTRIC COOPER					
		I-12550001-8/16	604-43200-42800	UTILITIES MONTHLY SERVICE	163573	10,053.00
01-01202	TK ELECTRIC					
		I-13303	604-43200-42500	REPAIRS WIRED UP RAKE @ WW	163747	168.37
01-01325	MEYERS OIL CO					
		C-25283	604-43200-42600	SUPPLIES CREDIT	163654	144.70-
		I-25281	604-43200-42600	SUPPLIES OIL	163654	289.40
01-01518	VERIZON WIRELESS					
		I-JULY 2016	604-43200-42800	UTILITIES ACCT #886931646-00001	163762	108.30
01-01570	MCFARLAND SUPPLY #3342					
		I-4123392	604-43200-42500	REPAIRS HARDWARE	163647	39.57
		I-4123468	604-43200-42500	REPAIRS 1/2 PT BLUE MONSTER THRD COMPD	163647	15.59
01-01703	SD NEWSPAPER SERVICES I					
		I-3369	604-43200-42300	ADVERTISING WW WORKER/OPERATOR	163722	200.76
01-01830	NORTHWESTERN ENERGY & C					
		I-2581292-6-7/16	604-43200-42800	UTILITIES 2141 E HAVENS ST	163672	6,188.93
01-02950	TRACTOR SUPPLY CREDIT P					
		I-100215254	604-43200-42600	SUPPLIES LOCK PIN,HAIRPIN COTTER	163752	4.48
01-03678	INTERSTATE OFFICE PRODU					
		I-01CQ2491	604-43200-42600	SUPPLIES HIGHLIGHTERS	163632	14.99
01-06750	MITCHELL TELECOM					
		I-10549505	604-43200-42800	UTILITIES ACCT #223662-2	163664	0.04
01-08108	JOSHUA D REMPFER					
		I-3091636521	604-43200-42600	SUPPLIES SOLUS EDGE	163704	325.00

DEPARTMENT 3200 WASTE WATER TREATMENT TOTAL: 17,265.77

PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 604 SEWER  
 DEPARTMENT: 3250 WASTE WATER COLLECTION  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00236	BENDER'S SEWER CLEANING	I-18010	604-43250-42500	REPAIRS	REPAIRS LIFT STATION @ DAILEY	163556 2,947.50
01-00424	CAMPBELL SUPPLY INC.	I-231-7/29/16	604-43250-42600	SUPPLIES	CUTOFF BLADE	163568 6.50
01-00525	DAKOTA PUMP INC	I-10096	604-43250-42600	SUPPLIES	VALVE	163584 1,375.65
		I-10119	604-43250-42600	SUPPLIES	NC FLOAT W/CABLE	163584 94.25
		I-10126	604-43250-42600	SUPPLIES	DEHUMIDIFIER	163584 175.50
01-00712	NAPA AUTO PARTS	I-634799	604-43250-42600	SUPPLIES	BATTERY	163667 93.24
01-00786	SD ONE CALL	I-SD16-2189	604-43250-42200	PROFESSIONAL	JULY MESSAGE FEES	163723 131.77
01-01020	CENTRAL ELECTRIC COOPER	I-12552001-8/16	604-43250-42800	UTILITIES	MONTHLY SERVICE	163573 122.00
01-01404	MITCHELL IRON & SUPPLY	I-46137	604-43250-42600	SUPPLIES	METAL	163660 76.16
01-01805	FASTENAL COMPANY	I-SDMIT116776	604-43250-42600	SUPPLIES	HARDWARE	163603 46.41
		I-SDMIT116778	604-43250-42600	SUPPLIES	HARDWARE	163603 6.17
01-01830	NORTHWESTERN ENERGY & C	I-2579460-3-7/16	604-43250-42800	UTILITIES	N SANBORN AND 13TH AVE	163672 51.96
		I-2581214-0-7/16	604-43250-42800	UTILITIES	N FOSTER ST	163672 1,293.48
		I-2581590-3-7/16	604-43250-42800	UTILITIES	N HARMON DR	163672 101.57
		I-2581650-5-7/16	604-43250-42800	UTILITIES	KIPPES CV	163672 38.00
		I-2581719-8-7/16	604-43250-42800	UTILITIES	S HARMON AND OHLMAN	163672 110.81
		I-2581747-9-7/16	604-43250-42800	UTILITIES	S HARMON DR	163672 66.02
		I-2582035-8-7/16	604-43250-42800	UTILITIES	1500 W 23RD AVE	163672 120.56
		I-2585907-5-7/16	604-43250-42800	UTILITIES	AIRPORT RD WST WTR	163672 63.56
		I-2705160-6-7/16	604-43250-42800	UTILITIES	1100 N HARMON DR	163672 248.93
		I-2828568-2-7/16	604-43250-42800	UTILITIES	5709 ISLAND CT	163672 24.70
01-02470	HD SUPPLY WATERWORKS LT	I-F882928	604-43250-42600	SUPPLIES	RINGS ONLY	163618 337.50
		I-F929466	604-43250-42600	SUPPLIES	PVC REPAIR CPLG GXG	163618 33.92
01-02480	SCHMUCKER PAUL & NOHR	I-2016-19 P.E. #7	604-43250-43331		5TH AVENUE BU 2016-19 P.E. #7	163713 4,481.25
01-02880	THUNE TRUE VALUE HARDWA	I-A312322	604-43250-42600	SUPPLIES	NUTS BOLTS & SCREWS	163744 1.80

PACKET: 04179 8/15/16 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
01-02950	TRACTOR SUPPLY CREDIT P					
		I-228110	604-43250-42600	SUPPLIES CYLINDER, JACK	163752	58.49
01-06750	MITCHELL TELECOM					
		I-10549505	604-43250-42800	UTILITIES ACCT #223662-2	163664	0.04
					DEPARTMENT 3250 WASTE WATER COLLECTION TOTAL:	12,107.74
					FUND 604 SEWER TOTAL:	29,373.51

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 606 AIRPORT  
 DEPARTMENT: 3500 AIRPORT  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-00985	HONDA OF MITCHELL						
		I-97094	606-43500-42600	SUPPLIES & MA #40 CHAIN LUBE	163623	15.95	
01-01518	VERIZON WIRELESS						
		I-JULY 2016	606-43500-42800	UTILITIES ACCT #886931646-00001	163762	54.15	
01-01830	NORTHWESTERN ENERGY & C						
		I-2585924-0-7/16	606-43500-42800	UTILITIES MITCHELL AIRPORT	163672	144.82	
		I-2585926-5-7/16	606-43500-42800	UTILITIES AIRPORT SECURITY GATE	163672	11.02	
		I-2585934-9-7/16	606-43500-42800	UTILITIES MITCHELL AIRPORT 5	163672	416.00	
		I-2585936-4-7/16	606-43500-42800	UTILITIES MITCHELL AIRPORT 6	163672	33.65	
		I-2585992-7-7/16	606-43500-42800	UTILITIES 6601 N MAIN	163672	161.76	
		I-2830030-9-7/16	606-43500-42800	UTILITIES NG RD AND HWY 37 AP SIGN	163672	14.09	
01-01964	DAKOTA SUPPLY GROUP						
		I-C326648	606-43500-42600	SUPPLIES & MA LIGHTING	163585	260.81	
01-02372	AGRONOMY PLUS						
		I-27959	606-43500-42610	GAS & OIL CHEMICALS	163539	299.78	
01-02679	MENARD'S INC						
		I-2264	606-43500-42601	AIR VENTURE C SAFETY/SNOW FENCE,CAUTION TAPE	163651	191.44	
		I-2287	606-43500-42601	AIR VENTURE C NO PARKING & NO SMOKING SIGNS	163651	17.46	
01-02880	THUNE TRUE VALUE HARDWA						
		I-A309911	606-43500-42600	SUPPLIES & MA RENT RUG DOCTOR	163744	51.97	
01-02950	TRACTOR SUPPLY CREDIT P						
		I-215321	606-43500-42600	SUPPLIES & MA ROUND-UP,DISP GLOVES	163752	192.97	
01-03100	CENTURY LINK						
		I-605 996-3589-7/16	606-43500-42800	UTILITIES MONTHLY SERVICE 7/22-8/21	163574	52.71	
01-03267	WALMART COMMUNITY/RFCSL						
		I-5137	606-43500-42600	SUPPLIES & MA CRABGRASS CONTROL	163763	62.44	
01-03394	WRIGHT BROTHERS AVIATIO						
		I-62100	606-43500-42501	AIRPORT MAINT AIRPORT ADM-JULY	163768	500.00	
01-08794	QUALITY CATERING						
		I-27627	606-43500-42601	AIR VENTURE C MEALS FOR AIR VENTURE CUP	163699	896.00	
01-08808	PT ENTERPRISE						
		I-72516	606-43500-42601	AIR VENTURE C CHAIRS & TABLES RENT	163697	300.00	
					DEPARTMENT 3500 AIRPORT	TOTAL:	3,677.02
					FUND 606 AIRPORT	TOTAL:	3,677.02

PACKET: 04179 8/15/16 MEETING

VENDOR SET: 01

FUND : 612 SANITATION

DEPARTMENT: 3220 RECYCLING PROGRAM

BANK: APBNK

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03869	DEPENDABLE SANITATION I	I-33754	612-43220-42503	CONTRACT-DEPE JULY FEES	163593	19,880.00
DEPARTMENT 3220 RECYCLING PROGRAM					TOTAL:	19,880.00

PACKET: 04179 8/15/16 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-2279-3766	612-43230-42660	POSTAGE MAILING SERVICE	163698	2.04
01-00712	NAPA AUTO PARTS					
		I-634570	612-43230-42600	SUPPLIES BLUE DEF	163667	17.98
01-01518	VERIZON WIRELESS					
		I-JULY 2016	612-43230-42800	UTILITIES ACCT #886931646-00001	163762	54.15
01-07004	CUBBY'S INC					
		I-989735	612-43230-42610	GAS & OIL DIESEL	163581	83.16
		I-989750	612-43230-42610	GAS & OIL DIESEL	163581	74.83
DEPARTMENT 3230 WASTE COLLECTION					TOTAL:	232.16

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 612 SANITATION  
 DEPARTMENT: 3240 LANDFILL  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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 BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00356	QUALIFIED PRESORT					
		I-2279-3766	612-43240-42600	SUPPLIES MAILING SERVICE	163698	23.14
01-00850	GRAHAM TIRE CO					
		I-202738171	612-43240-42600	SUPPLIES TIRES	163608	786.00
01-01020	CENTRAL ELECTRIC COOPER					
		I-13061001-8/16	612-43240-42800	UTILITIES MONTHLY SERVICE	163573	622.48
01-01199	STURDEVANT'S AUTO PARTS					
		I-15-026011	612-43240-42600	SUPPLIES AIR FILTERS,OIL FILTERS	163737	180.09
01-02017	DAVISON RURAL WATER SYS					
		I-5095-8/16	612-43240-42800	UTILITIES AUGUST	163591	53.25
01-02484	DARRINGTON WATER COND					
		I-49197-7/16	612-43240-42600	SUPPLIES RENTAL	163589	12.00
		I-800172733	612-43240-42600	SUPPLIES WATER JUGS	163589	11.90
		I-800173043	612-43240-42600	SUPPLIES WATER JUGS	163589	11.90
01-02495	SCOTT SUPPLY CO.					
		I-94059P	612-43240-42600	SUPPLIES BELTS,PULLEY,BLADES,DBL PULLEY	163715	595.64
01-02527	SHEEHAN MACK SALES &					
		I-C23885	612-43240-42600	SUPPLIES SLEEVES	163727	209.48
		I-C24150	612-43240-42600	SUPPLIES HOSES,UNIONS	163727	190.85
01-02939	SD DEPT OF ENVIRONMENT					
		I-JULY 2016	612-43240-42210	STATE GARBAGE JULY FEES	163718	2,461.20
01-07004	CUBBY'S INC					
		I-50455	612-43240-42610	GAS & OIL DYED DIESEL	163581	133.85
01-08856	MARCO TECHNOLOGIES LLC					
		I-3505360	612-43240-42500	REPAIR AND MA CONTRACT #CN128821-02	163646	19.72
					DEPARTMENT 3240 LANDFILL	TOTAL: 5,311.50
					FUND 612 SANITATION	TOTAL: 25,423.66

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 613 CORN PALACE  
 DEPARTMENT: 5650 CORN PALACE  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00185	AUTO BODY SPECIALTIES					
		I-239360/2	613-45650-42600	SUPPLIES & MA SPRAY PAINT	163546	38.00
		I-239732/2	613-45650-42600	SUPPLIES & MA SPRAY PAINT	163546	68.00
01-00424	CAMPBELL SUPPLY INC.					
		I-22-8/8/16	613-45650-42600	SUPPLIES & MA FILTER ASSBY	163568	24.97
		I-44-7/25/16	613-45650-42600	SUPPLIES & MA BEE & WASP SPRAY, IMPACT TOOL,	163568	247.96
		I-88-8/1/16	613-45650-42600	SUPPLIES & MA KS3 STRIPPER	163568	11.19
01-00462	COCA COLA BOTTLING CO					
		I-1341404	613-45650-42610	COST OF GOODS POP	163577	152.16
		I-1341498	613-45650-42610	COST OF GOODS POP	163577	72.10
		I-1341510	613-45650-42610	COST OF GOODS POP	163577	22.05
01-00483	COUNTY FAIR					
		I-2583	613-45650-42610	COST OF GOODS CORN DOGS	163580	20.97
		I-6303	613-45650-42610	COST OF GOODS CORN DOGS,POPCORN	163580	25.90
		I-72316	613-45650-42610	COST OF GOODS PRODUCE	163580	49.60
		I-7316	613-45650-42610	COST OF GOODS PRODUCE	163580	23.92
01-00500	DAILY REPUBLIC					
		I-1745790	613-45650-42320	ADVERTISING/P ACCT #251673-C.P. FESTIVAL	163582	1,200.01
01-00532	A-OX WELDING SUPPLY CO					
		I-937215	613-45650-42600	SUPPLIES & MA CHEMICALS	163535	50.60
01-00712	NAPA AUTO PARTS					
		I-633933	613-45650-42510	BUILDING REPA CLEANER	163667	13.90
01-00752	MITCHELL PLUMBING & HEA					
		I-30562	613-45650-42510	BUILDING REPA REPAIRS @ C.P.	163662	277.09
01-01097	KSFY					
		I-363488-1	613-45650-42320	ADVERTISING/P C.P. FESTIVAL	163641	2,180.00
01-01193	KROHMER PLUMBING INC					
		I-20770	613-45650-42500	REPAIRS & MAI CLOSET BOLTS	163640	121.84
01-01404	MITCHELL IRON & SUPPLY					
		I-46167	613-45650-42600	SUPPLIES & MA SOCKET HEADS,BOLTS	163660	101.24
01-01450	MUTH ELECTRIC INC					
		I-587270	613-45650-42500	REPAIRS & MAI REPAIRS @ C.P.	163666	697.00
01-01490	MUELLER LUMBER CO. INC.					
		I-240914	613-45650-42600	SUPPLIES & MA HEM FIR,WOOD STAIN,SCREWS,HING	163665	16.05
		I-241341	613-45650-42600	SUPPLIES & MA PLASTIC ANCHORS	163665	3.31
		I-241370	613-45650-42600	SUPPLIES & MA PLASTIC ANCHORS,BITS,DRYWALL	163665	17.44

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 613 CORN PALACE  
 DEPARTMENT: 5650 CORN PALACE  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01518	VERIZON WIRELESS					
		I-JULY 2016	613-45650-42800	UTILITIES ACCT #886931646-00001	163762	94.16
		I-JULY 2016	613-45650-42800	UTILITIES ACCT #886931646-00001	163762	40.01
01-01570	MCFARLAND SUPPLY #3342					
		I-4105464	613-45650-42600	SUPPLIES & MA FAUCETS,SINK CONNECTIONS	163647	400.49
01-01703	SD NEWSPAPER SERVICES I					
		I-2777	613-45650-42320	ADVERTISING/P PART-TIME SUMMER WORKERS	163722	143.40
01-01805	FASTENAL COMPANY					
		I-SDMIT116645	613-45650-42600	SUPPLIES & MA EYEWEAR	163603	6.12
		I-SDMIT116648	613-45650-42600	SUPPLIES & MA EAR PLUGS	163603	37.10
		I-SDMIT116806	613-45650-42600	SUPPLIES & MA HARDWARE	163603	70.31
01-01830	NORTHWESTERN ENERGY & C					
		I-2587291-2-8/16	613-45650-42800	UTILITIES 600 N MAIN ST	163672	210.17
		I-2587292-0-7/16	613-45650-42800	UTILITIES 600 N MAIN ST	163672	7,056.89
		I-3219913-5-7/16	613-45650-42800	UTILITIES 617 N MAIN	163672	10.00
01-02440	KJAM-AM/ALPHAMEDIA USA					
		I-1160725535	613-45650-42320	ADVERTISING/P CONTRACT #6467-C.P.	163639	325.00
		I-1160725539	613-45650-42320	ADVERTISING/P CONTRACT #6468 - C.P.	163639	325.00
01-02495	SCOTT SUPPLY CO.					
		I-94828P	613-45650-42600	SUPPLIES & MA HINGE	163715	41.00
		I-94903P	613-45650-42600	SUPPLIES & MA BUSHINGS,FLANGES	163715	34.68
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-2869-5	613-45650-42600	SUPPLIES & MA BRUSHES	163729	15.03
		I-2924-8	613-45650-42600	SUPPLIES & MA PAINT	163729	231.69
		I-2930-5-7/16	613-45650-42600	SUPPLIES & MA MASKING TAPE,PAINT CUP	163729	21.63
		I-2945-3	613-45650-42600	SUPPLIES & MA PAINT	163729	87.41
		I-2989-1	613-45650-42600	SUPPLIES & MA PAINT SUPPLIES	163729	30.91
		I-3041-0	613-45650-42600	SUPPLIES & MA TAPE, BRUSHES	163729	31.26
		I-3074-1	613-45650-42600	SUPPLIES & MA PAINT	163729	211.80
		I-3187-1	613-45650-42600	SUPPLIES & MA WIRE ROLLER,ROLLER TRAY,BRUSH	163729	45.80
		I-3211-9	613-45650-42600	SUPPLIES & MA BRUSHES	163729	35.34
		I-3214-3	613-45650-42600	SUPPLIES & MA TRAY LINERS	163729	9.58
		I-3306-7	613-45650-42600	SUPPLIES & MA PAINT	163729	268.21
01-02560	PEPSI COLA COMPANY					
		I-9749572	613-45650-42610	COST OF GOODS POP	163694	115.86
01-02567	S & M PRINTING COMPANY					
		I-66384	613-45650-42600	SUPPLIES & MA ERROR SLIPS	163710	75.00
01-02679	MENARD'S INC					
		I-2858	613-45650-42600	SUPPLIES & MA FILTER	163651	7.68

8/10/2016 2:29 PM  
 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 613 CORN PALACE  
 DEPARTMENT: 5650 CORN PALACE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02679	MENARD'S INC		continued			
		I-2945	613-45650-42600	SUPPLIES & MA SINGLE GREEN CLEANER,BLEACH,	163651	66.64
		I-3346	613-45650-42600	SUPPLIES & MA FILTER,STRIPPER	163651	48.89
		I-3548	613-45650-42600	SUPPLIES & MA BAG TIES,PLASTIC ANCHORS,WINGG	163651	25.43
		I-3614	613-45650-42665	SMALL EQUIPME WET/DRY VACS	163651	69.95
		I-3770	613-45650-42600	SUPPLIES & MA BRUSHES,UTILITY KNIFE,SCRAPER,	163651	120.61
01-02811	JONES SUPPLIES					
		I-104771	613-45650-42600	SUPPLIES & MA ROLL TOWELS,TISSUE,FOAM SOAP,	163637	581.73
		I-104781	613-45650-42600	SUPPLIES & MA FOOD TRAYS,LINERS,NAPKINS,GLOV	163637	211.91
		I-104807	613-45650-42600	SUPPLIES & MA FOOD TRAYS	163637	31.52
		I-104893	613-45650-42600	SUPPLIES & MA SUPPLIES	163637	763.79
		I-104972	613-45650-42600	SUPPLIES & MA FLOOR STRIPPER	163637	74.26
		I-104984	613-45650-42600	SUPPLIES & MA ROLL TOWELS,TISSUES,FOAM SOAP,	163637	841.21
		I-104985	613-45650-42600	SUPPLIES & MA VINYL GLOVES,LINERS,ROLL TOWEL	163637	195.37
		I-105001	613-45650-42600	SUPPLIES & MA LAUNDRY DETERGENT	163637	107.34
01-02840	TESSIER'S INC					
		I-42520	613-45650-42500	REPAIRS & MAI DRAIN PAN FOR CP LOBBY CEILING	163741	1,630.00
		I-TES016476	613-45650-42510	BUILDING REPA REPAIRS @ C.P.	163741	1,093.00
		I-TES016635	613-45650-42500	REPAIRS & MAI A/C REPAIRS @ C.H.	163741	76.45
01-02843	THEATRICAL MEDIA SERVIC					
		I-2016 C.P. FESTIVAL	613-45650-42400	RENTAL-SOUND/ SOUND,LIGHTING&VIDEO 8/26-28	163742	27,100.00
01-02880	THUNE TRUE VALUE HARDWA					
		I-A312341	613-45650-42600	SUPPLIES & MA CAN OPENERS,HARDWARE	163744	14.58
		I-A312354	613-45650-42600	SUPPLIES & MA CENTURY BITS,HARDWARE	163744	31.93
		I-A312367	613-45650-42600	SUPPLIES & MA PUNCH	163744	4.70
01-02911	TMB PRODUCTIONS LLC					
		I-2016 C.P. FESTIVAL	613-45650-42905	ENTERTAINMENT 8/26 PERFORMANCE - STYX	163749	72,500.00
01-02984	BROWN & SAENGER					
		I-2108355-0	613-45650-42600	SUPPLIES & MA BUSINESS CARDS	163564	14.86
		I-2109902-0	613-45650-42600	SUPPLIES & MA PENS,CORRECTION TAPE,BUSINESS	163564	26.71
		I-2109904-0	613-45650-42600	SUPPLIES & MA BUSINESS CARDS	163564	14.86
01-03165	PRO-BUILD					
		I-573441	613-45650-42600	SUPPLIES & MA TIES	163695	169.96
		I-573719	613-45650-42610	COST OF GOODS TIES	163695	209.95
01-03267	WALMART COMMUNITY/RFCSL					
		I-4192	613-45650-42600	SUPPLIES & MA KEYBOARD	163763	69.84
		I-4192	613-45650-42610	COST OF GOODS CORN DOGS,MARSHMALLOWS,	163763	55.18
01-03700	FARNER-BOCKEN COMPANY					
		I-5012504	613-45650-42610	COST OF GOODS C.P. CONCESSION PRODUCT	163602	584.09
		I-5012505	613-45650-42610	COST OF GOODS C.P. CONCESSION PRODUCT	163602	150.10

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 613 CORN PALACE  
 DEPARTMENT: 5650 CORN PALACE  
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03700	FARNER-BOCKEN COMPANY		continued			
		I-5031207	613-45650-42610	COST OF GOODS C.P. CONCESSION PRODUCT	163602	963.69
01-04950	MIDCONTINENT COMMUNICAT					
		I-313689	613-45650-42800	UTILITIES ACCT #4275-C.P. FESTIVAL	163655	353.00
01-06750	MITCHELL TELECOM					
		I-10549505	613-45650-42800	UTILITIES ACCT #223662-2	163664	3.33
01-07004	CUBBY'S INC					
		I-989800	613-45650-42620	GAS & FUEL DIESEL	163581	97.00
01-07171	HAPPY MEMORIES BAND					
		I-2016 C.P. FESTIVAL	613-45650-42913	STREET EXPENS FREEDOM STAGE 8/26	163614	250.00
01-07235	BILLY LURKEN					
		I-2016 C.P. FESTIVAL	613-45650-42913	STREET EXPENS FREEDOM STAGE 8/24	163645	100.00
01-07457	PHIL BAKER					
		I-2016 C.P. FESTIVAL	613-45650-42913	STREET EXPENS FREEDOM STAGE 8/27	163552	500.00
01-07716	SAGA COMMUNICATIONS OF					
		I-1160763709	613-45650-42320	ADVERTISING/P CONTRACT #113379-C.P. COMM	163711	336.00
		I-1160763792	613-45650-42320	ADVERTISING/P CONTRACT #113395 - C.P. COMM	163711	456.00
		I-1160763793	613-45650-42320	ADVERTISING/P CONTRACT #800170-C.P. COMM	163711	45.00
01-07734	GARY ALLAN TOURS INC					
		I-2016 C.P. FESTIVAL	613-45650-42905	ENTERTAINMENT 8/27 PERFORMANCE	163607	70,000.00
01-08026	FLOWER POWER CONCERTS I					
		I-2016 C.P. FESTIVAL	613-45650-42905	ENTERTAINMENT 8/28 PERFORMANCE	163604	50,000.00
01-08259	BRAD JELINEK					
		I-2016 C.P. FESTIVAL	613-45650-42913	STREET EXPENS FREEDOM STAGE WEEK	163634	1,000.00
01-08281	AMERIPRIDE SERVICES INC					
		I-2800650752	613-45650-42500	REPAIRS & MAI MATS	163542	35.95
01-08287	TOWNSQUARE MEDIA-SIOUX					
		I-1160755900	613-45650-42320	ADVERTISING/P CONTRACT #19419-C.P.	163751	450.00
		I-1160755901	613-45650-42320	ADVERTISING/P CONTRACT #19418-C.P.	163751	330.00
		I-1160755903	613-45650-42320	ADVERTISING/P CONTRACT #19420-C.P.	163751	440.00
		I-1160755904	613-45650-42320	ADVERTISING/P CONTRACT #19421-C.P.	163751	600.00
01-08397	TICKETFORCE, LLC					
		I-10082	613-45650-42900	TICKETING FEE USAGE FEES	163746	1,397.90
01-08502	EVAN JONES					
		I-2016 C.P.FESTIVAL	613-45650-42913	STREET EXPENS FREEDOM STAGE 8/24	163635	450.00

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 613 CORN PALACE  
 DEPARTMENT: 5650 CORN PALACE  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-09011	WESTON FRANK					
		I-2016 C.P. FESTIVAL	613-45650-42913	STREET EXPENS FREEDOM STAGE 8/26	163605	200.00
01-09013	JONES AND COMPANY					
		I-2016 C.P. FESTIVAL	613-45650-42913	STREET EXPENS FREEDOM STAGE 8/27	163636	950.00
01-09016	SHELTERED REALITY					
		I-2016 C.P. FESTIVAL	613-45650-42913	STREET EXPENS FREEDOM STAGE 8/27	163728	400.00
01-09103	IAVM					
		I-302142-2016	613-45650-42700	TRAVEL, CONFE DUES	163626	470.00
01-09143	ICAN INC					
		I-15881	613-45650-42320	ADVERTISING/P AIRED SPOTS-C.P.	163627	178.00
		I-15882	613-45650-42320	ADVERTISING/P AIRED SPOTS-C.P.	163627	134.00
		I-15883	613-45650-42320	ADVERTISING/P AIRED SPOTS-C.P.	163627	105.00
01-09178	STEVE GRYB					
		I-2016 C.P. FESTIVAL	613-45650-42913	STREET EXPENS 5TH & MAIN ENTERTAINMENT FEST	163612	1,250.00
01-09186	ADVANCED ENTERTAINMENT					
		I-2282	613-45650-42510	BUILDING REPA TRAVEL&INSTALLATION EXPENSES	163537	4,775.00
01-09207	BALLOON SQUAD					
		I-2016 C.P. FESTIVAL	613-45650-42913	STREET EXPENS 5TH & MAIN ENTERTAINMENT FESTI	163555	1,490.00
01-09208	JUDD HOOS					
		I-2016 C.P. FESTIVAL	613-45650-42913	STREET EXPENS 8/25 PERFORMANCE	163624	3,500.00
01-09210	TMB PRODUCTIONS LLC					
		I-2016 C.P. FESTIVAL	613-45650-42905	ENTERTAINMENT 8/26 PERFORMANCE - STYX	163750	2,500.00
01-09212	YELLOW ROSE PRODUCTIONS					
		I-9/10/16 PERFORMANC	613-45650-42905	ENTERTAINMENT 9/10 PERFORMANCE-BILL ENGVALL	163769	37,500.00
01-09213	CALVIN HEGG					
		I-239606	613-45650-42610	COST OF GOODS SWEET CORN	163619	16.00
					DEPARTMENT 5650 CORN PALACE	TOTAL: 303,577.56
					FUND 613 CORN PALACE	TOTAL: 303,577.56

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 614 GOLF COURSE  
 DEPARTMENT: 5250 GOLF COURSE  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	CAMPBELL SUPPLY INC.					
		I-176-8/8/16	614-45250-42600	SUPPLIES & MA I H TRANS	163568	37.99
		I-30-8/2/16	614-45250-42600	SUPPLIES & MA ELEC COVER	163568	1.18
01-00671	VAN DIEST SUPPLY CO					
		I-159196	614-45250-42602	CHEMICALS TRIPLE CROWN GOLF INSECTICIDE	163758	420.00
01-00712	NAPA AUTO PARTS					
		I-635654	614-45250-42600	SUPPLIES & MA HARDWARE	163667	0.89
01-01130	KIMBALL-MIDWEST					
		I-5045664	614-45250-42600	SUPPLIES & MA EYE BOLTS, VALVES, TAPE	163638	100.94
01-01198	SIGN PRO					
		I-59287	614-45250-42500	REPAIR & MAIN GOLF SIGN-FLOOR TO CEILING	163732	39.78
01-01325	MEYERS OIL CO					
		I-102454	614-45250-42610	GAS & FUEL REGULAR	163654	366.56
		I-102455	614-45250-42610	GAS & FUEL REGULAR/DIESEL FUEL #2R	163654	370.00
01-01355	MIDWEST TURF & IRRIGATI					
		I-3729874-00	614-45250-42600	SUPPLIES & MA TIRES, INNER TUBES	163656	82.40
		I-3730796-00	614-45250-42600	SUPPLIES & MA BEARING HOUSINGS, GREASE SEAL, N	163656	64.04
01-01518	VERIZON WIRELESS					
		I-JULY 2016	614-45250-42800	UTILITIES ACCT #886931646-00001	163762	88.14
01-01830	NORTHWESTERN ENERGY & C					
		I-2581643-0-7/16	614-45250-42800	UTILITIES GOLF PUMP 100 H	163672	1,119.94
01-02495	SCOTT SUPPLY CO.					
		I-94738P	614-45250-42500	REPAIR & MAIN ORING FIT, FACE ORING, WIRE	163715	116.58
01-02567	S & M PRINTING COMPANY					
		I-66374	614-45250-42600	SUPPLIES & MA OFFICIAL SCORE CARDS	163710	75.00
01-02679	MENARD'S INC					
		I-3080	614-45250-42600	SUPPLIES & MA CARB CLEANER, MOTION SWITCHES,	163651	89.99
01-02880	THUNE TRUE VALUE HARDWA					
		C-A311820	614-45250-42600	SUPPLIES & MA CREDIT	163744	21.99-
		I-A311791	614-45250-42600	SUPPLIES & MA VINYL LETTERS, FOAM BRUSHES,	163744	104.29
					DEPARTMENT 5250 GOLF COURSE	TOTAL: 3,055.73
					FUND 614 GOLF COURSE	TOTAL: 3,055.73

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 PACKET: 04179 8/15/16 MEETING  
 VENDOR SET: 01  
 FUND : 700 AGENCY FUNDS  
 DEPARTMENT: 5300 AGENCY FUNDS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

BANK: APBNK

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00956	MITCHELL PARK & REC	I-72916	700-45300-42902	PARK	NEXT LEVEL BASKETBALL REVENUE	163661 435.00
01-01703	SD NEWSPAPER SERVICES I	I-3370	700-45300-42909	JVCC	ACTIVITIES COORDINATOR-SENIOR	163722 172.08
01-04293	JCL SOLUTIONS	I-1076008	700-45300-42909	JVCC	ROLL TOWELS, TISSUE, CLEANER	163633 127.25
01-06578	VARIETY FOODS INC	I-1225728	700-45300-42909	JVCC	NUTRITION PRODUCT	163760 135.20
01-08967	RIGHT-A-WAY APPLICATORS	I-92719	700-45300-42900	BID DEPOSITS	HYDRANT METER DEPOSIT REFUND	163706 1,500.00
					DEPARTMENT 5300 AGENCY FUNDS	TOTAL: 2,369.53
					FUND 700 AGENCY FUNDS	TOTAL: 2,369.53

PACKET: 04179 8/15/16 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-20164-B P.E. #5	710-45000-42900	SIDEWALK CONS 2016-4B P.E. #5	163559	7,687.52
				DEPARTMENT 5000 97 SIDEWALK CONSTRUCTION TOTAL:		7,687.52
				FUND 710 SPECIAL ASSESSMENT-710 TOTAL:		7,687.52
				REPORT GRAND TOTAL:		815,128.81

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
2016-2017	101-41110-42700	TRAVEL, CONF & DUES	116.45	3,000	2,082.78		
	101-41210-42800	UTILITIES-TELEPHONE	54.61	900	511.78		
	101-41220-42800	UTILITIES-TELEPHONE	5.59	500	203.91		
	101-41410-42610	WEST GROUP LAW DATABASE	583.00	8,000	6,057.00		
	101-41410-42810	UTILITIES-TELEPHONE	0.28	0	2.87-	Y	
	101-41420-42200	PROFESSIONAL SERVICES	11,000.00	30,000	10,000.00		
	101-41420-42500	REPAIRS	50.00	500	1,321.49-	Y	
	101-41420-42800	UTILITIES - TELEPHONE	5.32	0	128.39-	Y	
	101-41440-42210	PROFESSIONAL SERVICES	158.00	62,000	18,734.29		
	101-41440-42231	EMPLOYEE PHYSICALS, DRUG TE	1,243.63	35,600	14,964.12		
	101-41440-42600	SUPPLIES & MATERIALS	103.94	3,000	187.39		
	101-41440-42800	UTILITIES - TELEPHONE	0.90	500	342.66		
	101-41460-42110	LIABILITY, PROPERTY INS &	116.00	165,000	18,753.38		
	101-41460-42111	LIABILITY CLAIMS	720.24	10,000	5,976.66		
	101-41920-42510	BLDG REPAIR-SR CENTER	409.45	20,000	14,898.66		
	101-41920-42811	UTILITIES-CITY HALL	20.71	18,000	9,023.35		
	101-41935-42615	POSTAGE	534.95	13,000	6,774.61		
	101-41935-42640	COPY MACHINE SUPPLIES	49.58	11,000	1,987.12		
	101-41935-42850	UTILITIES/TELEPHONE	2,149.48	55,900	38,812.76		
	101-42110-42200	PROFESSIONAL SERVICES	1,437.30	18,000	5,325.94		
	101-42110-42201	BUILDING MAINT/CLEANING SU	474.52	24,000	10,242.46		
	101-42110-42500	REPAIRS	483.54	24,680	10,553.29		
	101-42110-42600	SUPPLIES	534.20	25,000	13,176.18		
	101-42110-42610	GAS OIL TIRES	409.75	60,000	46,629.82		
	101-42110-42650	SHOOTING SUPPLIES	423.00	15,000	8,747.42		
	101-42110-42680	SERVICE CONTRACT-COMPUTER	13,810.92	20,000	4,041.08		
	101-42110-42800	TELEPHONE	513.15	13,000	3,540.36		
	101-42110-42810	UTILITIES-PS STORAGE BLDG	51.49	2,750	1,784.53		
	101-42110-42820	UTILITIES-SHOOTING RANGE B	73.05	1,400	717.79		
	101-42110-42902	ALCOHOL TASK FORCE	200.00	15,500	14,448.12		
	101-42110-42905	CRIME PREVENTION	435.25	2,500	64.75		
	101-42110-42910	TELETYPE	1,545.00	7,500	4,160.00		
	101-42110-42980	VEHICLE TOWING	770.00	5,000	1,686.00-	Y	
	101-42110-43600	PATROL CARS	9,180.66	76,000	8,590.39		
	101-42130-42500	REPAIRS	21.26	5,000	3,776.38		
	101-42130-42520	EMERGENCY SIREN UTILITIES	157.17	2,000	720.05		
	101-42130-42530	TRAFFIC LIGHTS MAINT	1,189.18	10,000	5,621.92		
	101-42130-42535	LIGHT MAINTENANCE	549.94	28,000	9,128.78		
	101-42130-42540	SIGNS	449.24	25,000	16,365.82		
	101-42130-42545	PAINT	2,499.28	12,000	6,977.82		
	101-42130-42560	SIREN REPAIR	32.37	1,500	1,467.63		
	101-42130-42600	SUPPLIES	3.50	14,000	12,622.50		
	101-42130-42640	UNIFORMS	128.99	700	315.08		
	101-42130-42810	UTILITIES-TRAFFIC LIGHTS	2,029.02	25,000	9,245.80		
	101-42130-42820	TELEPHONE	64.15	1,800	1,113.28		

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	101-42130-42835	UTILITIES-STREET LIGHTS	17,270.73	185,000	72,010.55		
	101-42130-42840	BUILDING UTILITIES	230.54	4,000	1,776.18		
	101-42200-42500	VEHICLE MAINT	1,024.39	7,500	2,650.34		
	101-42200-42550	REPAIR-SELF-CONT BREATH AP	47.27	7,000	4,577.25		
	101-42200-42600	SUPPLIES	235.59	8,000	4,779.59		
	101-42200-42610	GAS & OIL	325.00	12,000	8,270.38		
	101-42200-42640	UNIFORMS	261.18	6,000	4,097.06		
	101-42200-42641	PROTECTIVE CLOTHING	728.56	11,000	8,280.12		
	101-42200-42700	TRAVEL, CONF & DUES	50.00	2,500	1,061.00		
	101-42200-42800	TELEPHONE	167.14	4,000	2,834.76		
	101-42200-42810	UTILITIES	2,974.66	40,000	20,227.41		
	101-43100-42500	REPAIRS	2,044.20	18,000	3,467.82		
	101-43100-42600	SUPPLIES	6,056.71	145,000	70,838.41		
	101-43100-42610	GAS	288.09	135,000	112,850.39		
	101-43100-42620	ASPHALT MIX	23,377.48	94,500	52,214.16		
	101-43100-42800	UTILITIES	3.61	16,000	8,699.55		
	101-43110-42600	SUPPLIES	587.64	9,500	3,755.42		
	101-43110-42610	GAS	17.56	9,000	8,468.10		
	101-43110-42800	UTILITIES	284.18	4,000	2,014.75		
	101-43110-42916	NUISANCE ABATEMENT	245.64	28,000	8,378.49		
	101-43120-42200	PROF SERVICES-SANBORN DESI	16,000.00	160,000	72,000.00		
	101-43120-43300	STREET OVERLAY MAINT	12,186.10	533,558	452,849.39		
	101-43120-43318	6TH STREET PLAZA	10,020.11	426,083	400,290.64		
	101-43120-43320	5TH AVENUE MAIN TO BURR	17,925.00	1,350,000	864,951.86		
	101-43150-42600	SUPPLIES & MATERIALS	4,525.83	20,000	14,610.76		
	101-43700-42500	REPAIR & MAINTENANCE	58.51	5,000	2,406.30		
	101-43700-42600	SUPPLIES & MATERIALS	475.02	21,000	12,337.19		
	101-43700-42602	CHEMICALS	113.14	7,500	3,384.08-	Y	
	101-43700-42610	GAS & FUEL	380.48	12,000	8,322.07		
	101-43700-42800	UTILITIES	313.24	3,500	1,107.26		
	101-44120-42500	REPAIRS	665.31	1,000	79.31-	Y	
	101-44120-42800	UTILITIES-NEW POUND	235.80	2,700	1,236.33		
	101-44120-42900	IMPOUNDING DOGS	2,693.18	16,000	7,010.72		
	101-44600-42200	PROFESSIONAL SERVICES	172.08	11,000	7,571.22		
	101-44600-42510	SERVICE CONTRACT	66.64	4,000	2,918.77		
	101-44600-42530	VEHICLE REPAIR & MAINTENAN	166.25	10,000	3,729.67		
	101-44600-42600	SUPPLIES	541.34	22,000	7,554.55		
	101-44600-42800	TELEPHONE & INTERNET	135.80	2,000	661.02		
	101-44600-42900	LINEN CLEANING	35.00	400	167.75		
	101-45500-42310	NEWSPAPERS	28.80	680	38.19		
	101-45500-42600	SUPPLIES & MATERIALS	1,093.11	20,000	2,397.42		
	101-45500-42691	DATABASE SYS UPDATE	391.67	3,726	2,249.48		
	101-45500-42693	E-BOOKS/AUDIO BOOKS	1,412.07	21,120	8,956.39		
	101-45500-42800	UTILITIES	2,795.75	31,000	11,621.81		
	101-45500-42930	ATRIUUM	3,395.00	13,487	10,092.00		

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	101-45500-43420	BOOKS	2,907.82	60,000	25,769.15		
	101-45500-43421	AUDIO-VISUAL	1,095.44	25,000	13,031.68		
	201-45110-42200	PROFESSIONAL FEES & SERVIC	99.00	1,750	1,151.00		
	201-45110-42550	REPAIR & MAINT-AQUATICS	353.91	0	10,589.48-	Y	
	201-45110-42600	SUPPLIES & MATERIALS	201.23	24,000	17,085.00		
	201-45110-42601	CONCESSION SUPPLIES	2,552.35	31,000	11,308.07		
	201-45110-42602	POOL CHEMICALS	6,250.52	33,000	11,693.07		
	201-45110-42605	SUPPLIES & MAT-AQUATICS	107.88	0	3,348.09-	Y	
	201-45110-42800	UTILITIES	0.60	45,700	45,505.19		
	201-45140-42500	REPAIR & MAINTENANCE	2,049.04	15,500	9,644.46		
	201-45140-42600	SUPPLIES & MATERIALS	494.75	30,750	13,405.49		
	201-45140-42601	CONCESSION SUPPLIES	42.00	10,000	6,705.25		
	201-45140-42800	UTILITIES	4,825.97	67,000	28,723.19		
	201-45160-42500	REPAIR & MAINTENANCE	104.83	32,500	17,023.23		
	201-45160-42600	SUPPLIES & MATERIALS	2,388.91	64,800	47,231.22		
	201-45160-42602	CHEMICALS	2,710.35	22,000	11,782.77		
	201-45160-42603	SMALL EQUIPMENT	1,250.00	7,000	5,395.00		
	201-45160-42650	UNIFORMS	32.50	1,500	1,277.62		
	201-45160-42800	UTILITIES	11,254.14	116,000	48,022.09		
	201-45210-42300	PUBLISHING	143.40	700	19.80		
	201-45210-42500	REPAIR & MAINTENANCE	414.26	35,000	21,693.57		
	201-45210-42600	SUPPLIES & MATERIALS	3,908.47	80,500	48,669.34		
	201-45210-42602	CHEMICALS	39.99	7,000	3,918.36		
	201-45210-42604	TREES	174.99	10,000	8,824.85		
	201-45210-42610	GAS & FUEL	1,611.85	43,000	31,210.02		
	201-45210-42800	UTILITIES	1,380.42	25,000	11,798.58		
	201-45210-42900	MOSQUITO PROGRAM	893.00	20,000	7,869.98		
	201-45210-43300	CAPITAL IMPROVEMENTS - OTH	1,616.18	295,000	263,582.94		
	201-45220-42600	SUPPLIES & MATERIALS	466.81	3,500	2,660.76-	Y	
	201-45220-42800	UTILITIES	0.57	600	596.69		
	211-46311-42960	CONV VISITORS BUR- 35%	21,875.00	262,500	70,464.29		
	211-46311-42961	MITCHELL AREA DEV-10%	6,250.00	75,000	20,132.65		
	211-46311-42962	REGIONAL MARKETING-5%	3,125.00	37,500	10,066.32		
	214-43500-42200	PROFESSIONAL SERVICES	1,545.00	4,000	515.86		
	214-43500-42500	REPAIRS & MAINTENANCE	85.00	4,000	76.09-	Y	
	214-43500-42600	SUPPLIES & MATERIALS	21.00	2,000	1,775.53		
	214-43500-42694	COMPUTER HARDWARE	144.00	4,200	2,319.67		
	214-43500-42700	DUES, TRAINING	120.00	3,000	2,239.92		
	214-43500-42800	UTILITIES - TELEPHONE	175.16	18,200	8,097.69		
	214-43500-42910	SERVICE CONTRACTS	5,492.81	15,500	3,163.81-	Y	
	218-45140-42300	PRINTING	8.90	1,200	645.53		
	218-45140-42600	SUPPLIES & MATERIALS	47.70	2,000	799.17		
	218-45140-42800	UTILITIES	71.07	2,500	1,903.28		
	218-45150-42231	DRUG TESTING/PHYSICALS	90.00	500	136.00		
	218-45150-42500	REPAIR AND MAINTENANCE	38.58	18,000	12,882.49		

\*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	218-45150-42600	SUPPLIES & MATERIALS	391.47	9,000	4,298.62		
	218-45150-42610	GAS OIL TIRES	437.80	85,000	55,641.22		
	218-45150-42650	UNIFORMS	540.96	1,200	630.34		
	218-45150-42710	TRAVEL, CONF, TRAINING-RTA	300.00	2,000	1,624.00		
	218-45150-42800	UTILITIES	51.16	1,500	1,047.82		
	218-45150-42920	COMPUTER SOFTWARE/SUPPORT	13,932.00	22,000	6,844.00		
	218-45170-42610	GAS OIL TIRES	73.02	4,000	3,148.03		
	218-45170-42800	UTILITIES	16.04	500	296.74		
	219-45140-42320	ADVERTISING	360.00	200	314.00-	Y	
	219-45140-42605	MEAL SUPPLIES	189.87	3,500	1,193.29-	Y	
	219-45140-42800	UTILITIES	16.03	500	381.22		
	219-45140-42911	CONTRACT SERVICES-MEALS	8,924.00	201,025	97,772.25		
	537-46500-43300	CONSTRUCTION	1,297.50	0	106,864.13-	Y	
	602-43330-42500	REPAIR & MAINTENANCE	65.00	30,000	8,310.46		
	602-43330-42550	LAB FEES	269.00	7,000	4,444.50		
	602-43330-42600	SUPPLIES & MATERIALS	704.24	13,000	3,007.38-	Y	
	602-43330-42620	CHEMICAL SERVICE CONTRACT	2,875.00	17,000	3,712.50		
	602-43330-42800	UTILITIES	9,961.75	95,000	35,875.51		
	602-43330-42850	B-Y WATER CHARGES	93,078.00	615,000	236,448.00		
	602-43340-42200	LOCATES	131.78	1,500	807.51		
	602-43340-42225	PROFESSIONAL FEES	8,350.00	49,125	262.50		
	602-43340-42500	REPAIR & MAINTENANCE	21.26	15,000	4,420.94-	Y	
	602-43340-42600	SUPPLIES & MATERIALS	5,964.80	65,000	17,220.61-	Y	
	602-43340-42610	GAS & FUEL	79.86	14,000	9,890.71		
	602-43340-42660	POSTAGE	2.03	9,500	4,827.98		
	602-43340-42700	TRAVEL, CONF & DUES	1,100.00	1,000	671.55-	Y	
	602-43340-42800	UTILITIES	155.96	3,000	1,746.58		
	602-43340-43368	5th AVENUE BURR TO MAIN	7,468.75	400,000	215,593.56		
	602-43340-43409	WATER METERS	7,913.14	50,000	40,319.98		
	604-43200-42300	ADVERTISING	200.76	800	599.24		
	604-43200-42500	REPAIRS	223.53	25,000	18,829.26		
	604-43200-42600	SUPPLIES	489.17	27,000	10,983.45		
	604-43200-42660	POSTAGE	2.04	10,000	5,324.65		
	604-43200-42800	UTILITIES	16,350.27	175,000	55,848.26		
	604-43250-42200	PROFESSIONAL SERVICES	131.77	1,500	655.42		
	604-43250-42500	REPAIRS	2,947.50	10,000	1,839.10		
	604-43250-42600	SUPPLIES	2,305.59	38,000	7,115.80		
	604-43250-42800	UTILITIES	2,241.63	30,000	10,598.81		
	604-43250-43331	5TH AVENUE BURR TO MAIN	4,481.25	400,000	289,654.41		
	606-43500-42501	AIRPORT MAINT CONTRACT	500.00	6,000	2,500.00		
	606-43500-42600	SUPPLIES & MATERIALS	584.14	11,500	9,223.19		
	606-43500-42601	AIR VENTURE CUP RACE	1,404.90	0	1,404.90-	Y	
	606-43500-42610	GAS & OIL	299.78	1,000	1,014.22-	Y	
	606-43500-42800	UTILITIES	888.20	15,000	5,419.89		
	612-43220-42503	CONTRACT-DEPENDABLE SANIT	19,880.00	240,000	100,840.00		

## \*\* G/L ACCOUNT TOTALS \*\*

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====		=====GROUP BUDGET=====	
				ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	612-43230-42600	SUPPLIES	17.98	35,000	29,855.20		
	612-43230-42610	GAS & OIL	157.99	50,000	39,389.31		
	612-43230-42660	POSTAGE	2.04	10,000	5,317.12		
	612-43230-42800	UTILITIES	54.15	1,250	654.73		
	612-43240-42210	STATE GARBAGE FEES	2,461.20	32,000	10,059.23		
	612-43240-42500	REPAIR AND MAINTENANCE	19.72	20,000	11,814.69		
	612-43240-42600	SUPPLIES	2,021.00	55,000	21,939.67		
	612-43240-42610	GAS & OIL	133.85	58,000	44,248.21		
	612-43240-42800	UTILITIES	675.73	11,000	3,039.61		
	613-45650-42320	ADVERTISING/PRINTING	7,247.41	68,000	33,984.23		
	613-45650-42400	RENTAL-SOUND/LIGHT	27,100.00	65,000	28,160.00		
	613-45650-42500	REPAIRS & MAINTENANCE	2,561.24	43,000	830.33-	Y	
	613-45650-42510	BUILDING REPAIR	6,158.99	54,000	32,812.95		
	613-45650-42600	SUPPLIES & MATERIALS	5,655.94	72,000	12,349.15		
	613-45650-42610	COST OF GOODS SOLD	2,461.57	150,000	72,766.20		
	613-45650-42620	GAS & FUEL	97.00	4,000	3,678.51		
	613-45650-42665	SMALL EQUIPMENT	69.95	5,000	3,191.08		
	613-45650-42700	TRAVEL, CONFERENCES, DUES	470.00	6,000	4,609.20		
	613-45650-42800	UTILITIES	7,767.56	90,000	40,290.32		
	613-45650-42900	TICKETING FEES	1,397.90	22,000	7,232.26		
	613-45650-42905	ENTERTAINMENT	232,500.00	450,000	137,987.89		
	613-45650-42913	STREET EXPENSES	10,090.00	25,000	13,335.00		
	614-45250-42500	REPAIR & MAINTENANCE	156.36	12,000	6,303.11		
	614-45250-42600	SUPPLIES & MATERIALS	534.73	30,000	12,874.63		
	614-45250-42602	CHEMICALS	420.00	25,000	4,449.50		
	614-45250-42610	GAS & FUEL	736.56	18,000	11,200.95		
	614-45250-42800	UTILITIES	1,208.08	12,000	5,061.87		
	700-45300-42900	BID DEPOSITS	1,500.00	0	4,000.00-	Y	
	700-45300-42902	PARK	435.00	0	43,866.18-	Y	
	700-45300-42909	JVCC	434.53	0	3,425.10-	Y	
	710-45000-42900	SIDEWALK CONSTRUCTION	7,687.52	0	68,352.67-	Y	
	** 2016-2017 YEAR TOTALS **		815,128.81				

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	116.45
101-1210	MAYOR'S OFFICE	54.61
101-1220	CITY ADMINISTRATOR	5.59
101-1410	ATTORNEY'S OFFICE	583.28

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
101-1420	FINANCE	11,055.32
101-1440	HUMAN RESOURCES	1,506.47
101-1460	INSURANCE & BONDS	836.24
101-1920	MUNICIPAL BUILDINGS	430.16
101-1935	INFORMATION TECHNOLOGY	2,734.01
101-2110	POLICE DEPARTMENT	30,341.83
101-2130	TRAFFIC DEPARTMENT	24,625.37
101-2200	FIRE DEPARTMENT	5,813.79
101-3100	STREET DEPARTMENT	31,770.09
101-3110	PUBLIC WORKS ADMIN	1,135.02
101-3120	STREET & SIDEWALK CONST	56,131.21
101-3150	STORM DRAINAGE	4,525.83
101-3700	CEMETERY	1,340.39
101-4120	ANIMAL CONTROL	3,594.29
101-4600	EMERGENCY MEDICAL SERV	1,117.11
101-5500	LIBRARY	13,119.66
-----		
101 TOTAL	GENERAL	190,836.72
201-5110	RECREATION & AQUATICS	9,565.49
201-5140	RECREATION CENTER	7,411.76
201-5160	SPORTS COMPLEXES	17,740.73
201-5210	PARKS	10,182.56
201-5220	SUPERVISION	467.38
-----		
201 TOTAL	PARK FUND	45,367.92
211-6311	ENTERTAINMENT TAX	31,250.00
-----		
211 TOTAL	ENTERTAINMENT TAX	31,250.00
214-3500	E-911	7,582.97
-----		
214 TOTAL	E-911 EMERGENCY	7,582.97
218-5140	RSVP	127.67
218-5150	PALACE TRANSIT	15,781.97
218-5170	SANBORN CO TRANSIT	89.06
-----		
218 TOTAL	COMMUNITY SERVICES	15,998.70

## \*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
219-5140	NUTRITION	9,489.90
-----		
219 TOTAL	NUTRITION	9,489.90
537-6500	INDOOR SWIMMING POOL	1,297.50
-----		
537 TOTAL	INDOOR SWIMMING POOL	1,297.50
602-3330	WATER TREATMENT PLANT	106,952.99
602-3340	WATER DISTRIBUTION	31,187.58
-----		
602 TOTAL	WATER	138,140.57
604-3200	WASTE WATER TREATMENT	17,265.77
604-3250	WASTE WATER COLLECTION	12,107.74
-----		
604 TOTAL	SEWER	29,373.51
606-3500	AIRPORT	3,677.02
-----		
606 TOTAL	AIRPORT	3,677.02
612-3220	RECYCLING PROGRAM	19,880.00
612-3230	WASTE COLLECTION	232.16
612-3240	LANDFILL	5,311.50
-----		
612 TOTAL	SANITATION	25,423.66
613-5650	CORN PALACE	303,577.56
-----		
613 TOTAL	CORN PALACE	303,577.56
614-5250	GOLF COURSE	3,055.73
-----		
614 TOTAL	GOLF COURSE	3,055.73

\*\* DEPARTMENT TOTALS \*\*

ACCT	NAME	AMOUNT
700-5300	AGENCY FUNDS	2,369.53
-----		
700 TOTAL	AGENCY FUNDS	2,369.53
710-5000	97 SIDEWALK CONSTRUCTION	7,687.52
-----		
710 TOTAL	SPECIAL ASSESSMENT-710	7,687.52
-----		
	** TOTAL **	815,128.81

NO ERRORS

\*\* END OF REPORT \*\*

# CITY OF MITCHELL

## City Council Meeting Agenda Item Request



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

Meeting Date Requested:

Requested By:

Desired Action of City Council

Authorization  
Ordinance

Approval  
Citizen Request

Resolution  
Discussion

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

Agenda Item:

Explanation/Background of Agenda  
Item Requested:

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

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

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

Contact: Erin Zander (605) 430-1132

### 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**  
 PRG Mitchell, LLC  
 JOSH HOLDINGHAUSEN  
 703 main St. Ste 205  
 Rapid City, SD 57701  
 Owner's Telephone #: (605) 786 5554

**B. Business Name and Address**  
 marco's Pizza  
 605 S. Sanborn Blvd  
 Mitchell, SD 57301  
 Business Telephone #: (605)

**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: \_\_\_\_\_  
 Number of other On-sale Liquor Licenses held: \_\_\_\_\_  
 Is this License in active use?  Yes  No

**D. Legal description of licensed premise:**  
 lots 1, 2, 3 & N 1/2 of lot 4 Block 15  
 Vaneps addition to the town  
 (city) of Mitchell and fenced patio  
 Have you ever been convicted of a felony?  Yes  No  
 Do you own  or lease  this property? (Check one)  
**E. State Sales Tax Number:** 1030-0621-ST  
**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.

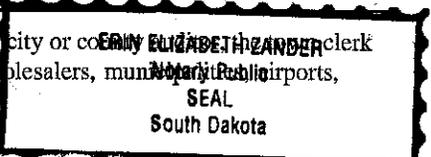
Signed this 18 day of July 2016 Signature [Signature]

**I. Any Application** required to be submitted to a local governing board must be signed in the presence of the city or county 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 18 day of July 2016

Approving Officer's Telephone number 605 430 1132 Signature: [Signature]



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

Application approved for Sunday on-sale operation?  Yes  No  
 Are real property taxes paid to date?  Yes  No  
 Ineligible for video lottery   
 Number of video lottery terminals on licensed premise: \_\_\_\_\_

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

**Affidavit**

County of Danison )  
:SS

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

Name of corporation/partnership/LP/LLC PRG Mitchell, LLC  
Address of office and principal place of business of corporation/partnership/LP/LLC 703 main St. Ste 205  
Date of incorporation Rapid City, SD 57701  
Date of last report filed with Secretary of State \_\_\_\_\_  
Are all managing officers of this corporation/partnership/LP/LLC of good moral character? yes  
Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? no

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

Name	Office	Address	Occupation
<u>Josh Holdinghausen</u>		<u>703 Main St. Ste 205 Rapid City, SD 57701</u>	<u>owner</u>

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

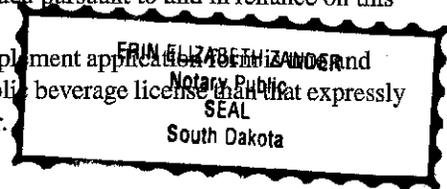
Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Stephanie Holdinghausen 703 main St. Ste 205  
Rapid City, SD 57701

**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.

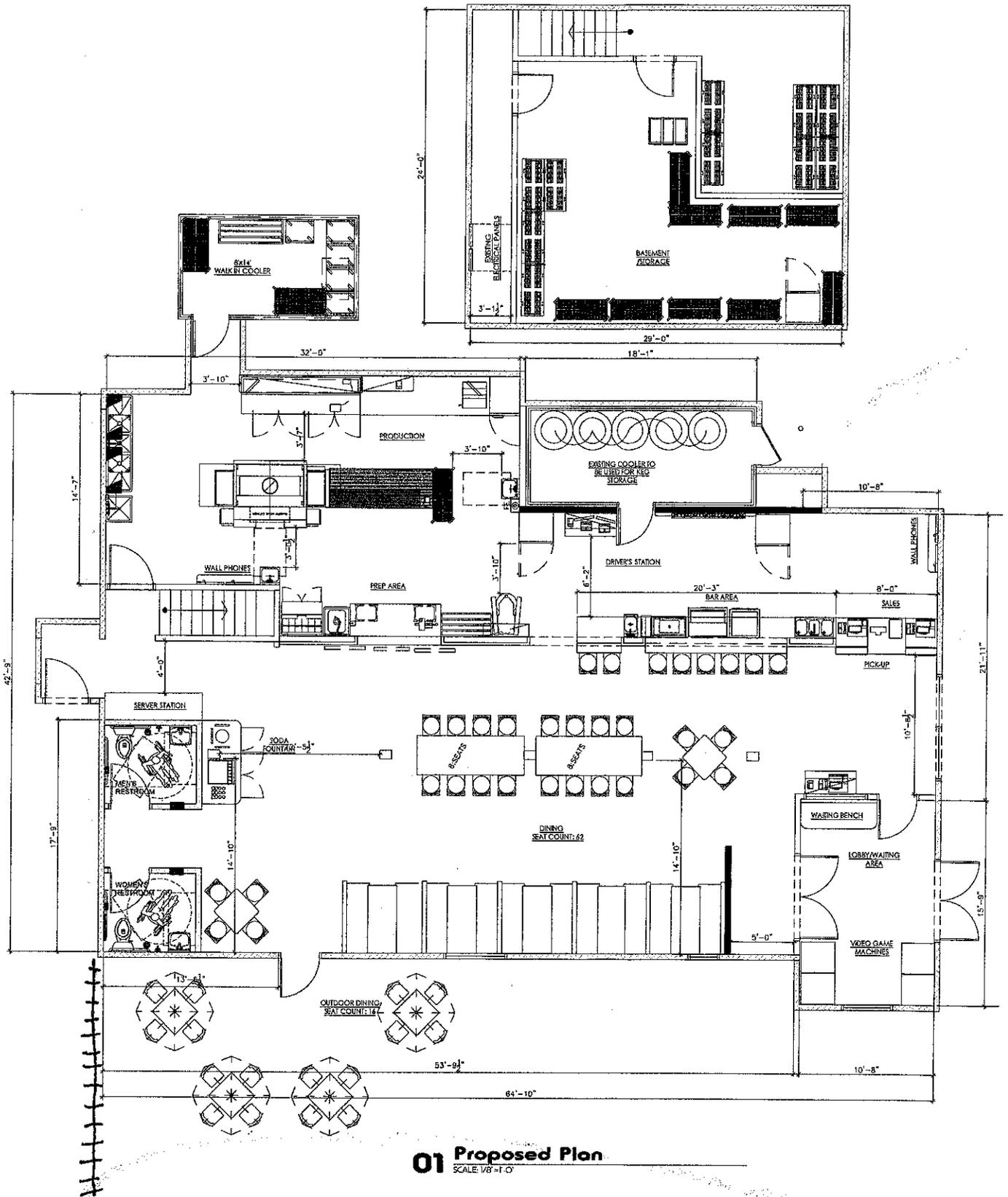
We the undersigned officers and directors of the applicant company acknowledge that the within supplement application for a beverage license is correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth 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 18 of July, 2016 County, State of South Dakota.

My commission expires 10/05/2022  
Erin Zander  
(Notary Public)



**01 Proposed Plan**  
SCALE 1/8" = 1'-0"

Agreed with Pastor on building a 6 ft. fence to move forward with outside patio beer/wine consumption.



4955 SW 75th Avenue



description:		
<b>Plan Review</b>		
project info:		
Mitchell, SD		
project no.:	date:	drawn by:
#15628	02-22-2016	
scale:	plan no.:	
3/32" = 1'-0"	PR1.9	

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

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

Contact: Erin Zander (605) 430-1132

### 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

PRG Mitchell, LLC  
Josh Holdinghausen  
703 main St. Ste 205  
Rapid City, SD 57701  
Owner's Telephone #: (605) 786 5554

#### B. Business Name and Address

marco's Pizza  
605 S. Sanborn Blvd.  
Mitchell, SD 57301  
Business Telephone #: (605)

#### 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: \_\_\_\_\_

Number of other On-sale Liquor Licenses held: \_\_\_\_\_

Is this License in active use?  Yes  No

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

lots 1,2,3 & N 1/2 of lot 4 Block 15  
vaneps addition to the town  
(city) of Mitchell and fenced patio

Have you ever been convicted of a felony?  Yes  No

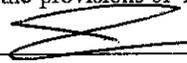
Do you own  or lease  this property? (Check one)

E. State Sales Tax Number: 1030-0621-ST

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 18 day of July 2016 Signature 

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipal 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 18 day of July 2016

Approving Officer's Telephone number 605 430 1132 Signature: Erin Zander



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

Application approved for Sunday on-sale operation?  Yes  No

Are real property taxes paid to date?  Yes  No

Ineligible for video lottery

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

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

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

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

#### For Local Government Use

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

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

#### Transferred (State Use)

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

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

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

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

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

**Affidavit**

State of South Dakota )

County of Davison )

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

Name of corporation/partnership/LP/LLC PRG Mitchell, 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:

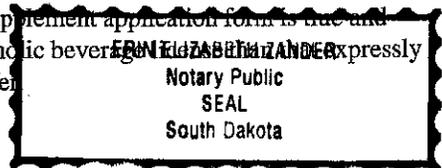
Name Type of License, Financial Interest Held, and Address of Retail Outlet

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~~ ~~license~~ expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

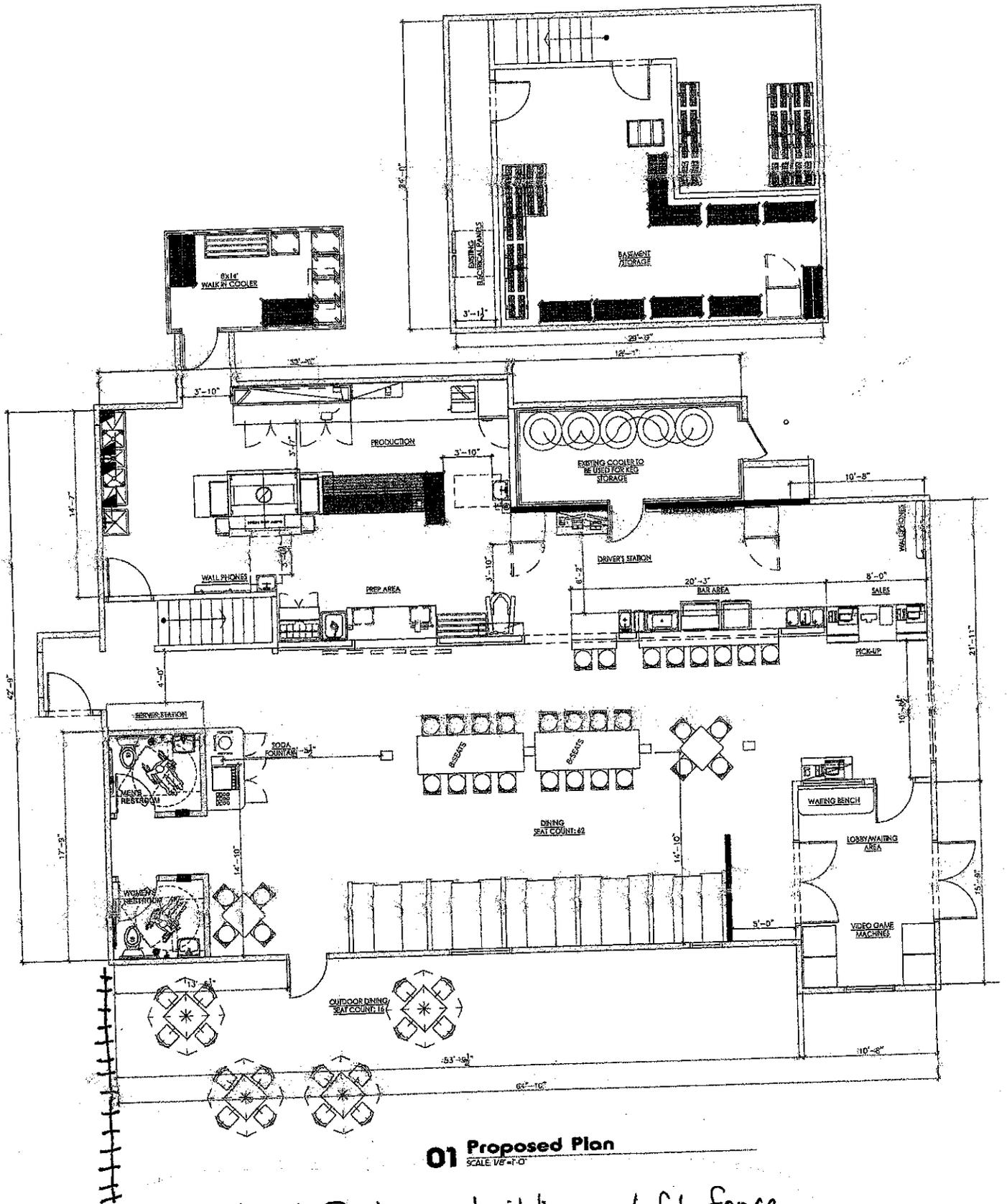


Signature of Authorized Officer/Director/Partner \_\_\_\_\_

Subscribed and sworn to before me this 18 of July, 2016 County, State of South Dakota.

My commission expires 01/05/2022

Eric Zander  
(Notary Public)



**01 Proposed Plan**  
SCALE 1/8" = 1'-0"

↖ Agreed with Pastor on building a 6 ft. fence to move forward with outside patio beer/wine consumption.



description: <b>Plan Review</b>			
project site: Mitchell, SD			
project no.:	date:	designed by:	
#15628	02-22-2016		
scale:	sheet no.:	drawing no.:	
3/32" = 1'-0"		PR1.9	

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

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

### Uniform Alcoholic Beverage License Application

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

**A. Owner Name and Address**

*James River Packers  
Box 111  
Alexandria, SD 57201*

**B. Business Name and Address**

*James*

Owner's Telephone #: NA

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) 1 Day on-sale
- Transfer Fee \$150.00 SPECIAL EVENT AUGUST 20, 2016 FOR WEDDING

Number of other Package Liquor Licenses held: None

Number of other On-sale Liquor Licenses held: None

Is this License in active use?  Yes  No

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

*501 1/2 Avenue Paul National Guard Armory  
S 1/2 of Lot 33 Township 104 R 60  
Ea. Platted Lot, Mitchell, South Dakota*

Have you ever been convicted of a felony?  Yes  No

Do you own  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?  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 19 day of July 2016 Signature Richard Wabbein Treas.

**L.** 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: \_\_\_\_\_

This application was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Approving Officer's Telephone number \_\_\_\_\_ Signature: Mary Satcher

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

Application approved for Sunday on-sale operation?  Yes  No

Are real property taxes paid to date?  Yes  No

Ineligible for video lottery

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

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

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

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

**For Local Government Use**

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

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

**Transferred (State Use)**

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

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

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

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

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

State of South Dakota )

**Affidavit**

County of )

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

Name of corporation/partnership/LP/LLC James River Archery  
 Address of office and principal place of business of corporation/partnership/LP/LLC Box 111 Alexandria, S.D 57311  
 Date of incorporation July 1 2003  
 Date of last report filed with Secretary of State 2-24-16  
 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
<u>Ward Tuttle</u>	<u>Treas.</u>	<u>42205 261<sup>st</sup> St Alexandria S.D. 57311</u>	
<u>Jerry Smith</u>	<u>Vice Pres.</u>	<u>220 7<sup>th</sup> St. Alexandria SD 57311</u>	
<u>Rich Walderez</u>	<u>Treas</u>	<u>Box 53 Alexandria S.D 57311</u>	
<u>Adam Popp</u>	<u>Sec.</u>		

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

Name	Address	Occupation
<u>Neil Walderez</u>	<u>511 3<sup>rd</sup> St Alexandria S.D 57311</u>	<u>Mgr</u>
<u>Jeremy Zeng</u>	<u>42378 296<sup>th</sup> St Alexandria S.D 57311</u>	<u>laborer</u>
<u>Rob Nicholson</u>	<u>7203<sup>rd</sup> St Alexandria S.D 57311</u>	<u>laborer</u>

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

Name	Address	Percentage of Shares
<u>NA</u>		

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

Name	Type of License, Financial Interest Held, and Address of Retail Outlet
<u>NA</u>	

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

Rich Walderez-Treas or Adam Popp-sec

**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

Richard Walderez - Treas

Subscribed and sworn to before me this 20 of July 2016 Stanley County, State of South Dakota.

My commission expires

9-21-18

Mary Fletcher  
(Notary Public)

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

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

### Uniform Alcoholic Beverage License Application

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

**A. Owner Name and Address**

Palace City Lions Club  
PO Box 841  
Mitchell SD 57301

**B. Business Name and Address**

(Palace City Lions Club  
(PO Box 841  
Mitchell SD 57301

Owner's Telephone #: (605) 996-5593

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 *Malt Beverage*
- Package (off sale) Malt Beverage & SD Farm Wine
- Other (please classify) *Spec Event*
- Transfer Fee \$150.00 *Bull Bash August 17*

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

*Horsemans Sports Arena*

Have you ever been convicted of a felony?  Yes  No

Do you own  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?  Transfer? (\$150)  Re-issuance?

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

**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 *14* day of *July* Signature *Janet A. Carson*

**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 *18<sup>th</sup>* day of *July, 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 \_\_\_\_\_, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

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

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

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

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

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

State of South Dakota )

**Affidavit**

County of )

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
Dave Emmert	Membership Chair		
Donna Weiland	Sec/Treas.		
Craig Bennett	President		
<del>Jeffrey</del> Rick Easton	President	Vice President	

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 *James A. Larson*

Subscribed and sworn to before me this 18<sup>th</sup> of July 2017  Davison  County, State of South Dakota.

My commission expires 11-3-2017

*James A. Larson*  
Notary Public  
Dakota

# 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:

08/15/2016

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 8/15/2016

Explanation/Background of Agenda Item Requested:

Sara Bailey has made an application for a conditional use permit to operate a family residential child care facility in her home located at 308 E. 7th Avenue, legally described as Lot 9, Block 1, Rowley's 1st Addition, City of Mitchell, Davison County, SD. Zoned R2 Single Family Residential.

Planning Commission recommends approval with conditions: 1) the permit is nontransferable, 2) if the business ceases for a period of six months or longer then a new application is required, 3) pass a fire inspection 4) there be no parking or drop off on the north side of east 7th ave. See August 8, 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 Sara Bailey has made an application for a conditional use permit/family residential child care in her residence at 308 E 7<sup>th</sup> Ave, legally described as Lot 9, Block 1, Rowley's 1<sup>st</sup> Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

**YOU ARE FURTHER NOTIFIED**, that public hearings will be held by the Planning Commission on August 8, 2016 at 12:00 P.M and the Board of Adjustment on August 15, 2016, 2014 at 6:30 P.M., at the Council Chambers, Mitchell City Hall, 612 N Main St, Mitchell, SD. All interested parties may attend the public hearings and provide comments in regards to the applicant's request.

Dated at Mitchell, South Dakota, this 25th day of July, 2016.

MICHELLE BATHKE

---

FINANCE OFFICER

Publish twice: July 28, & August 4, 2016

**Approximate Cost:**

**APPLICATION FOR A 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), Sara Bailey hereby is submitting a conditional use permit to operate a family residential child care center in her residence pursuant to the provisions of the City of Mitchell Zoning Code as amended.

This Application is for the following described real property:

Lot 9, Block 1, Rowley's 1<sup>st</sup> Addition, City of Mitchell, Davison County, South Dakota (308 E 7<sup>th</sup> Ave). The said real property is 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 <sup>SB</sup>~~27~~ of ~~May~~ July 22, 2016.

Sara Bailey  
APPLICANT

Sara Bailey  
OWNER

**BAILEY**

PUETZ REALTY LLC  
PO BOX 368  
MITCHELL SD 57301

MUTH PROPERTIES LLC  
PO BOX 1384  
MITCHELL SD 57301

CLINT & TAMARA NEUGEBAUER  
300 E 7<sup>TH</sup> AVE  
MITCHELL SD 57301

RANDY & SHERYL MEISTER  
304 E 7<sup>TH</sup> AVE  
MITCHELL SD 57301

SARA & JAY BAILEY  
308 E 7<sup>TH</sup> AVE  
MITCHELL SD 57301

BENJAMIN & KAY FOLDEN  
312 E 7<sup>TH</sup> AVE  
MITCHELL SD 57301

CONNIE PIETZ  
316 E 7<sup>TH</sup> AVE  
MITCHELL SD 57301

EARL GIEDD  
CONSTANCE PIETZ  
316 E 7<sup>TH</sup> AVE  
MITCHELL SD 57301

RIESIDE PROPERTIES LLC  
37786 262<sup>ND</sup> ST  
WHITE LAKE SD 57383

BECKY LYNN JACOBSON  
JOSEPH FICK  
709 N KIMBALL ST  
MITCHELL SD 57301

CHARLES & RUTHANNE LYNDE  
221 E 7<sup>TH</sup> AVE  
MITCHELL SD 57301

JIM ROBIDEAU  
625 N LANGDON ST  
MITCHELL SD 57301

RON & MONA EMMETT  
723 E 7<sup>TH</sup> AVE  
MITCHELL SD 57301

JAMES TEGETHOFF  
2220 W HAVENS AVE  
MITCHELL SD 57301

GARY & JUDITH BIERLE  
311 E 7<sup>TH</sup> AVE  
MITCHELL SD 57301

STEVEN HUBER  
307 E 7<sup>TH</sup> AVE  
MITCHELL SD 57301

TAYLA KUNIS  
301 E 7<sup>TH</sup> AVE  
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*

Meeting Date Requested:

08/15/2016

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 8/15/2016

Explanation/Background of Agenda Item Requested:

Angela and Bonnie Jones (applicant) and Boyd & Kay Reimnitz (owner) have made an application for a conditional use permit to operate a home occupation/retail business and display of artwork in the applicants' home located at 414 W. 7th Avenue, legally described as E 1/2 of Lots 9 & 10, Block 3, Rowley's 2nd Addition, City of Mitchell, Davison County, SD. Zoned R2 Single Family Residential

The planning commission approves with one conditional that a banner/sign of not less than 30 square feet may be install on the property. See 8/8/16 commission 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 Angela & Bonnie Jones (applicant), Boyd & Kay Reminitz (owner) have made an application for a conditional use permit to operate home occupation to operate a retail business and display artworks in the applicant's home located at 414 W 7<sup>th</sup> Ave, legally described E1/2 of Lots 9 & 10, Block 3, Rowley's 2<sup>nd</sup> 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 August 8, 2016 at 12:00 P.M and the Board of Adjustment on August 15, 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 20<sup>th</sup> day of July, 2016.

MICHELLE BATHKE

---

FINANCE OFFICER

Publish twice: July 28 and August 4, 2016.

**Approximate Cost:**

*e-mailed  
7-21-16*

## APPLICATION FOR A 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) Angela & Bonnie Jones and owner(s), Boyd & Kay Reimnitz Revocable Living Trust hereby make an application for a home occupation/conditional use permit for operation of a retail and art business in the applicants' residence as required by the provisions of the City of Mitchell Zoning Code

This Application is for the following described real property:

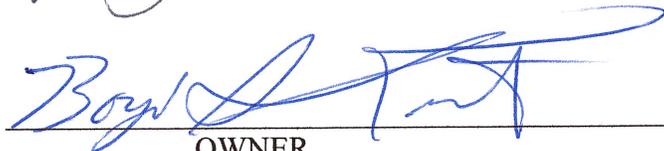
E ½ of Lots 9 & 10, Block 3, Rowley's 2<sup>nd</sup> Addition, City of Mitchell, Davison County, South Dakota. The address is 414 W. 7<sup>th</sup> Ave, Mitchell, SD. Zoned R2 Single Family Residential District.

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 19 of July, 2016.

  
APPLICANT

  
OWNER

**Neil Putnam**

---

**From:** Angela Jones <abacusangela@gmail.com>  
**Sent:** Thursday, July 14, 2016 11:43 AM  
**To:** Neil Putnam  
**Subject:** Fwd: Bonnie & Angela Jones: 414 W. 7th Ave

Hello Neil,

As per your request, this is our plan for our home based retail business at 414 W. 7th Ave.

My mother and I would like to open a retail store in our living room at 414 W. 7th Ave here in Mitchell. The living room area stretches across the entire front of the house and we will close it off entirely from the living space with accordion doors at the entrance to the living space of our home. She and I have always lived together and we are the only occupants of the house. We will both run the store and we will not have any employees other than the two of us. We will have two desks with computers situated in the store area - one in the southeast corner and the other in the northwest. We think this will offer us a good sightline of the showroom space while being able to assist customers. Weather permitting, we would like to use the front porch area to display items such as antique furniture and seasonal decor as a welcome to the entrance of the store area.

Prior to moving to Mitchell, we owned a licensed, home based bookkeeping business in California. For many years, we have also made a living selling arts and crafts items to retail stores. This past summer, we have had a tent set up at the Mitchell Farmer's Market selling culinary spices and occasional baked goods.

We would like to sell primarily handmade home decor, jewelry, fashion accessories (purses, hats, scarves, etc...), some clothing items, decorative items that we make. We expect to also have to buy some items for re-sell in which case we would like to carry items that compliment the things we already make. Example: sunglasses, flip-flops, perfumes, bath soap, tea pots, spice racks, trivets, etc...

In our living space in this house, we have two bedrooms and a bathroom upstairs. On the main floor, we will use the existing dining room as our living room which we will separate from the store area with accordion doors. We will use the main floor bedroom as our dining room - this is separated from the store area with a wood door. In the basement area, we have a room that we will use for a sewing room, which will have our two home (not industrial) sewing machines and an area for cutting and ironing fabric. We have another room in the basement that we will use for painting, working with paper mache and (air dry and oven baked) clay, or making jewelry. We use hand tools for making jewelry - various pliers and hammers but not any professional grinders, tumblers, or anything that will require welding, saws, or anything of that nature. There is also a laundry area in the basement with washer, dryer, and ironing board. We might on occasion and weather permitting, use the garage to paint or refinish small, decorative furniture pieces. Mostly we knit, crochet, sew, and make jewelry. We would like to continue a small section of our store selling the pre-packaged spices that we offer at the Farmer's Market and my mom would like to offer whole, homemade pies for pick up on Sunday afternoons out of her kitchen since we are across from the Wesleyan Church, so long as she falls within the guidelines of the "South Dakota Requirements for the Sale of Home Baked Goods Made with Your Home" found on the South Dakota Department of Health web site here: <http://igrow.org/up/resources/04-1004-2012.pdf>

We have two large trees on the south east corner of the house, that sit far back near the house and away from the sidewalk or roadway, that I had hoped to be able to use to place a sign between for the store because it would be visible from the intersection of W. 7th Ave and Sanborn Street without causing any obstructions to view or traffic. Ideally, I would like to hang a simple, two-color, professionally printed mesh banner from this

company <https://www.buildasign.com/mesh-banners> That has this design:

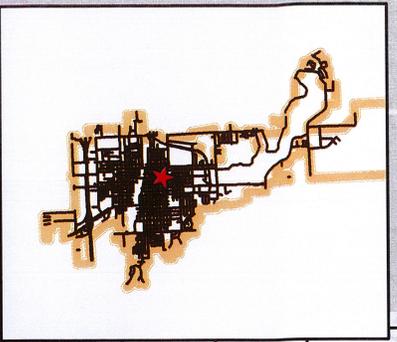


The sign would hang between the two trees on the southeast side of the house, well within the yard space and away from obstruction. We would stick with this simple two color design to keep it tasteful and in keeping with the existing black, gray, white, color of the house. On Sunday afternoons, we would like to hang a small sign on the porch that says "Home Baked Pies", indicating that they are available. This would be removed once they were sold.

As to business hours, we want to be closed a couple of days per week but we also want to be open on weekends so our plan is to close on Monday and Tuesday. With operating hours on the remaining days to be between 9:00 am -7:00 pm.

Please let me know if I missed anything.

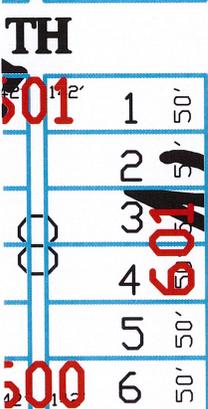
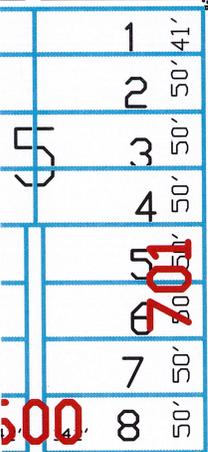
Sincerely,  
Angela Jones  
605-550-4172



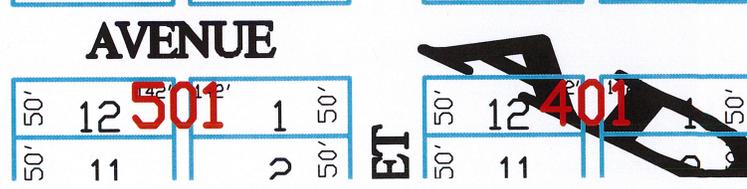
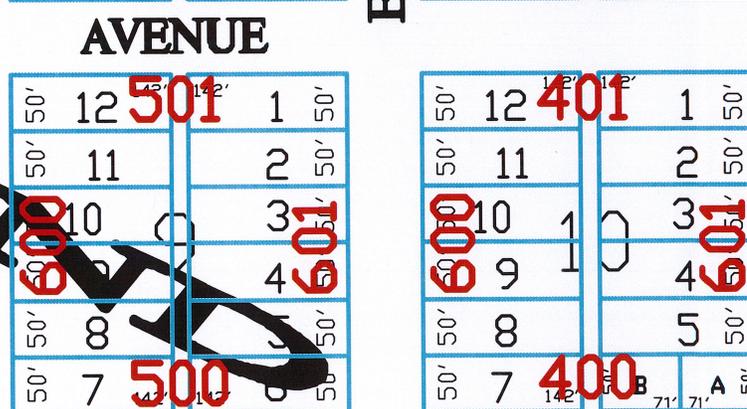
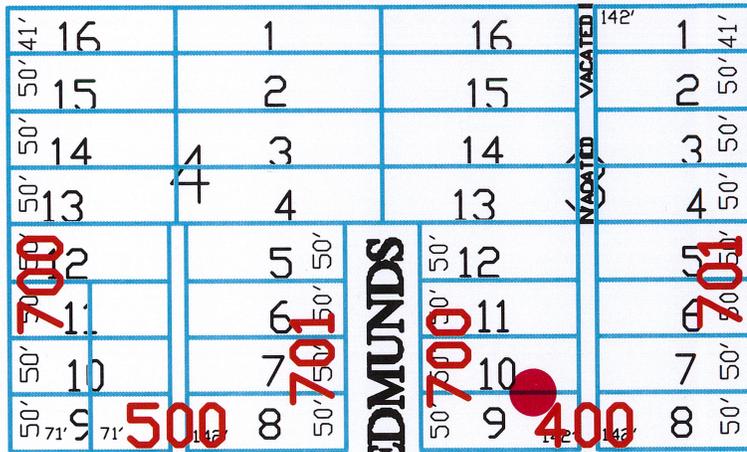
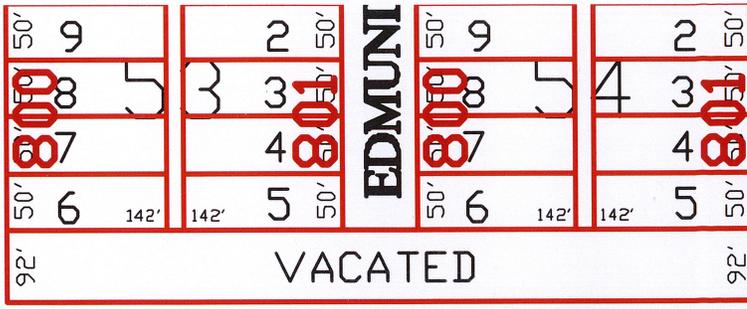
Subdivision  
 Blocks  
 Lots



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

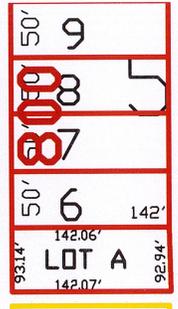


NORTH WISCONSIN STREET



EDMUNDS STREET

EDMUNDS STREET



NORTH SANBORN BOULEVARD

NORTH SANBORN BOULEVARD



NORTH DUFF STREET

NORTH DUFF STREET

MITCHELL CONCRETE PRODUCTS  
721 N EDMUNDS ST  
MITCHELL SD 57301

DEAN & JEAN ROBIDEAU  
2500 SHANARD RD  
MITCHELL SD 57301

BOYD REIMNITZ  
116 E 3<sup>RD</sup> AVE  
MITCHELL SD 57301

APPROVED

MICHAEL REIMNITZ  
619 N EDMUNDS ST  
MITCHELL SD 57301

KYLE MARGHEIM  
613 N EDMUNDS ST  
MITCHELL SD 57301

DAKOTA DISTRICT OF THE  
WESLEYAN CHURCH  
13790 APPALOOSA AVE  
RAPID CITY SD 57702

DENNIS & GERALDINE HOHN  
612 N EDMUNDS ST  
MITCHELL SD 57301

July 27, 2016

TO WHOM IT MAY CONCERN:

**YOU ARE HEREBY NOTIFIED** that Angela & Bonnie Jones (applicant), Boyd & Kay Reminitz (owner) have made an application for a conditional use permit to operate home occupation to operate a retail business and display artworks in the applicant's home located at 414 W 7<sup>th</sup> Ave, legally described E1/2 of Lots 9 & 10, Block 3, Rowley's 2<sup>nd</sup> Addition, City of Mitchell, Davison County, South Dakota. The property is zoned R2 Single Family Residential District.

**YOU ARE FURTHER NOTIFIED**, that public hearings will be held by the Planning Commission on August 8, 2016, 12:00 P.M and the Board of Adjustment on August 15, 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 Boyd + Kay Reminitz  
OWNER

owners of 414 W 7<sup>th</sup> Unit applicants are  
renting  
ADDRESS

APPROVE

DISAPPROVE

*No response will indicate approval.*

COMMENTS:

# 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:

08/15/2016

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 No. 3374 Annexation of Real Property into the City of Mitchell limits

Explanation/Background of Agenda Item Requested:

CJM Consulting Inc. has petitioned to annex the following real property into the city limits.

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

There are no residents, voters or improvements on the property. Exhibits are attached.

## RESOLUTION NO. 3374

### ANNEXATION OF REAL PROPERTY LEGALLY DESCRIBED AS:

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

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

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

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

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

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

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

Passed and approved this the 15<sup>th</sup> day of August, 2016.

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MAYOR

ATTEST:

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FINANCE OFFICER

(SEAL)

**PETITION FOR ANNEXATION OF REAL PROPERTY INTO THE CORPORATE LIMITS  
OF THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA**

Charles Mauszycki Sr., President of CJM Consulting Inc., representing CJM Consulting Inc. the sole owner of the real property, hereby petitions the City Council of the City of Mitchell to annex the following real property that is legally described as:

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

CJM Consulting Inc., is the sole owner of the above described real property.

There are no improvements on the real property.

There are no persons and voters residing on the described real property.

The real property is contiguous to the corporate limits of the City of Mitchell, South Dakota.

Respectfully submitted,



Charles Mauszycki, Sr., President of CJM Consulting Inc.

Petitioner and Owner



Date

## NOTICE OF HEARING

The City Council of the City of Mitchell, Davison County, South Dakota will be holding a public hearing in regards to the petition and resolution of intent on behalf of CJM Consulting Inc. to have annexed into the City of Mitchell the following real property legally described as:

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

The City Council will hold the public hearing of the proposed resolution on Monday, August 15, 2016 at 6:30 pm, Council Chambers, City Hall, 612 N. Main St, Mitchell, South Dakota. All interested parties will have an opportunity to be heard at the hearing.

MICHELLE BATHKE

FINANCE OFFICER

Publish once: August 2, 2016

Approximate Costs:

## RESOLUTION NO. 3374

### ANNEXATION OF REAL PROPERTY LEGALLY DESCRIBED AS:

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

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

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

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

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

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

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

Passed and approved this the 15<sup>th</sup> day of August, 2016.

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MAYOR

ATTEST:

---

FINANCE OFFICER

(SEAL)

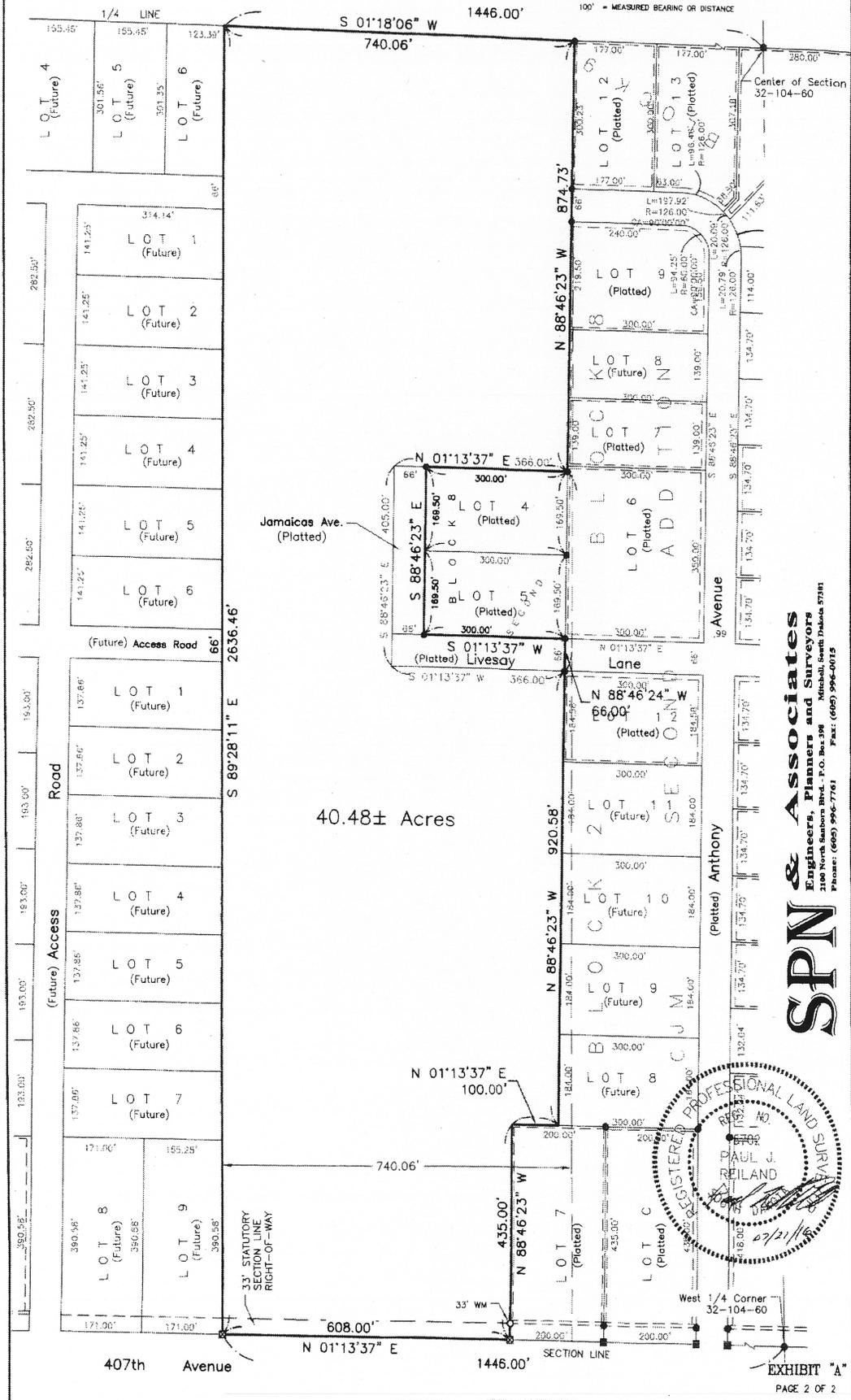


PROJECT NO. 16-14868  
SCALE: 1" = 200'



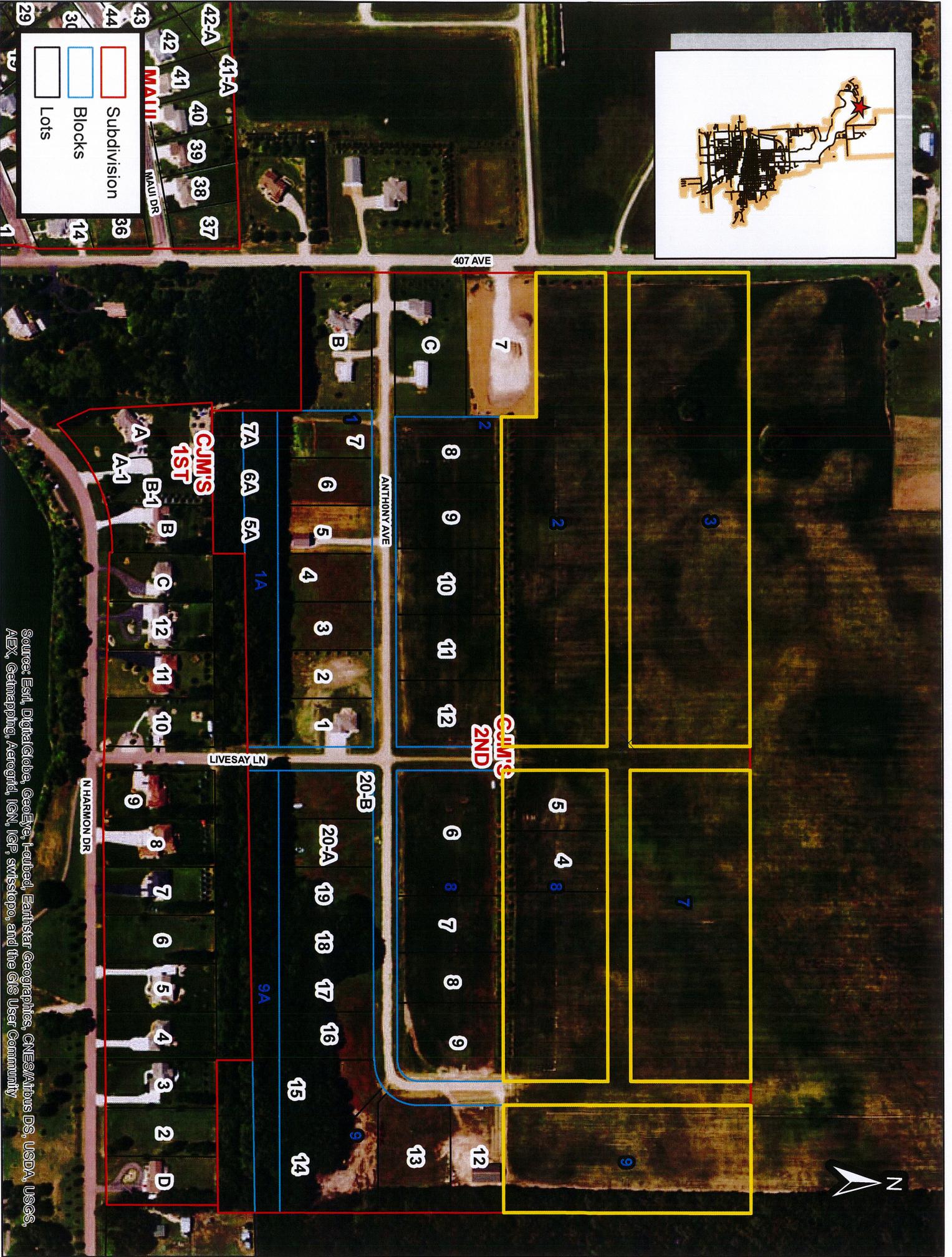
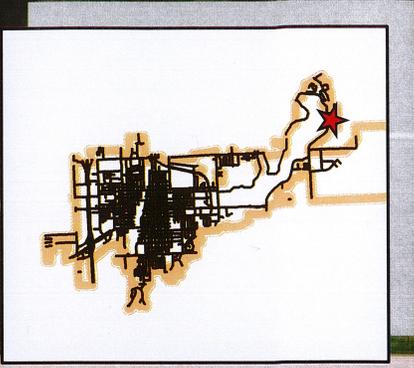
**SURVEYOR'S AFFIDAVIT**

- LEGEND**
- = FOUND IRON MONUMENT
  - = SET 5/8" X 18" REBAR WITH PLASTIC CAP NO. 6702
  - 100' (R) = RECORD BEARING OR DISTANCE
  - 100' = MEASURED BEARING OR DISTANCE
  - ⊠ = SET NAIL
  - ▲ = SET SURVEY SPIKE
  - = FOUND NAIL



**SPN & Associates**  
Engineers, Planners and Surveyors  
2100 North Harbor Blvd., P.O. Box 139  
Miami Beach, Florida 33131  
Phone: (305) 996-7761 Fax: (305) 996-0015





**Legend**

- Subdivision (Red outline)
- Blocks (Blue outline)
- Lots (White outline)

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

# CITY OF MITCHELL

## City Council Meeting Agenda Item Request



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

Meeting Date Requested:

Requested By:

Desired Action of City Council

Authorization  
Ordinance

Approval  
Citizen Request

Resolution  
Discussion

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

Agenda Item:

Explanation/Background of Agenda  
Item Requested:

RESOLUTION NO. \_\_\_\_\_

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

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

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

Adopted by the Mitchell, South Dakota City Council in regular session this \_\_\_\_\_ day of \_\_\_\_\_, 2016, with:

\_\_\_\_ votes cast in favor of adoption,  
\_\_\_\_ votes cast against adoption, and  
\_\_\_\_ votes abstaining.

\_\_\_\_\_  
Jerry Toomey - Mayor

Attest:

\_\_\_\_\_  
Michelle Bathke – City Finance Officer

## ADDENDUM TO AGREEMENT

ADDENDUM TO AGREEMENT (“Addendum”) made and entered effective as of the last dated and executed signature set forth below, by and between the City of Mitchell, Davison County, South Dakota, a South Dakota municipal corporation (herein referred to as “City”) and CJM Consulting, Inc., a South Dakota corporation, of Mitchell, South Dakota (herein referred to as “CJM”).

### RECITALS

A. City and CJM entered into an Agreement in 2004, which Agreement basically provided for the creation of West 19th Avenue in Mitchell, South Dakota, a copy of which Agreement is attached hereto as Exhibit A and incorporated herein by reference.

B. The purpose of this Addendum is to set forth the parties’ agreement as to the abandonment of platted West 19th Avenue between its intersection with Ohlman Street to the west and Pheasant Street to the east, and other associated matters as set forth herein.

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. City and CJM agree that they shall cooperate with each other in the vacation of West 19th Avenue right-of-way in Mitchell, between its intersection with Ohlman Street to the west and Pheasant Street to the east, as said street has never been established (the “Vacation”). City agrees that it shall take all necessary steps, to include document preparation and recordation and attendance at any associated hearings, in order to complete said vacation process.

2. As a result of the right-of-way Vacation, CJM shall receive the real property south of the center point of said vacated right-of-way and the City shall receive the real property north of said vacated right-of-way. Upon the completion of the Vacation, CJM and City shall enter into a real estate exchange agreement whereby City will convey the real property, consisting of the north half of the abandoned 19th Avenue right-of-way and an additional parcel of real property as depicted on Exhibit B attached hereto and incorporated herein by reference. City and CJM will cooperate with each other in ascertaining a proper recordable legal description for said parcel of property, and CJM represents that it shall apply to rezone said property to R4.

3. In exchange for the transfer set forth in paragraph 2 above, CJM will convey to City a parcel of real property to be utilized as a new street to be known as West 20th Avenue, with its eastern boundary to connect with Pheasant Street and continue to Ohlman Street, as depicted on Exhibit C attached hereto and incorporated herein by reference.

4. City and CJM agree that all cost and expenses incurred in the property exchange set forth above, to include all costs and expense incurred in the completion of 20th Avenue, shall be split equally between them.

5. The Vacation and exchange of property as set forth herein is specifically conditioned upon obtaining all approvals for each necessary step by the Mitchell City Council.

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

7. The parties agree that this Agreement constitutes the sole and only agreement between them respecting the subject matter hereof and that it correctly sets forth their obligations to each other as of its date. It is further agreed that any modification of this Agreement shall be ineffective unless the same shall be in writing and signed by the parties hereto.

8. Time is of the essence of each and every term of this Agreement. This Agreement shall extend to and be binding upon, the heirs, administrators, executors and assigns of the parties hereto.

9. This Agreement may be executed in separate counterparts, all of which executed counterparts shall constitute one complete document.

10. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by electronic transmission in PDF format shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile transmission or by electronic transmission in PDF format shall be deemed to be their original signatures for all purposes. At the request of any party, any facsimile or electronic document shall be re-executed in original form by the parties who executed the facsimile or electronic document.

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to accommodate signature page]

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the last dated and executed signature set forth below.

CITY OF MITCHELL, SOUTH DAKOTA

\_\_\_\_\_ By \_\_\_\_\_  
Date Its Mayor

CJM CONSULTING, INC.

\_\_\_\_\_ By \_\_\_\_\_  
Date Its President

## EXHIBIT A

### AGREEMENT

AGREEMENT made and entered into as of the 6th day of July, 2004, between the City of Mitchell, Davison County, South Dakota, a South Dakota municipal corporation (herein referred to as "City") and CJM Consulting, Inc., a South Dakota corporation, of Mitchell, South Dakota (herein referred to as "CJM").

### RECITALS

A. CJM owns certain real property located in Mitchell, Davison County, South Dakota, legally described on Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "CJM Tract").

B. City desires to obtain approximately ten to twelve (10-12) acres from the CJM Tract for City's future use as a water holding pond, and CJM is willing to convey such real property to City upon all of the terms and conditions set forth within this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. CONVEYANCE OF REAL PROPERTY. Upon all of the terms and conditions contained within this Agreement, CJM agrees to transfer and convey an approximate ten to twelve (10-12) acre tract of real property to City from the CJM Tract for the exclusive purpose of a water holding pond, which real property, when conveyed, will have an eastern boundary line commencing approximately five hundred feet (500') east of the thirty-three foot (33') statutory section line right-of-way from the intersection of North Ohlman Street and West 23rd Avenue/Cemetery Road, a southern boundary line approximately one thousand feet (1000') south of said intersection, and a west boundary line abutting the thirty-three foot (33') statutory section line right-of-way running parallel to North Ohlman Street, with the northern border line to be determined by survey and plat, so that when complete the tract will consist of approximately ten to twelve (10-12) acres. City acknowledges that the real property being conveyed hereunder has accumulated water upon it in the past. City agrees to accept said real property in its "as is" condition and is not relying on any representations of CJM, its officers, directors, agents or employees regarding the condition of the real property.

2. SURVEY/PLAT. CJM and City agree that the exact number of acres to be conveyed and boundary lines, together with a legal description for the conveyed real property shall be determined by survey and plat, the cost of which shall be paid by City.

3. CONDITIONS TO CONVEYANCE. CJM's conveyance of the real property is conditioned upon completion of all of the following by City:

- (a) City and CJM mutually agreeing on the survey and plat and approving the same.

- (b) City agrees to construct portions of Commerce Street as part of the consideration of the conveyance hereunder as follows:
- (i) City agrees to reserve a right-of-way for purposes of extending Commerce Street on the east side/end of the holding pond for approximately one thousand feet (1000'). The right-of-way (Commerce Street) shall be located entirely within the real property conveyed to City hereunder and shall be depicted on the plat of the subject property. The 1000 feet ± shall be constructed from approximately 23rd Avenue one thousand feet (1000') south to what would be approximately 20th Avenue. City represents that it will assess the cost of such extension to the adjoining property owners which, at the present time, would be CJM and City (i.e., if the road were to be extended at the present time, City would be responsible for one-half (1/2) and CJM would be responsible for one-half (1/2) of such cost). City agrees to commence construction at such time as a resolution of necessity is presented to and approved by the City Council of the City of Mitchell.
  - (ii) City further agrees to construct approximately one-half (1/2) mile of Commerce Street from what would be 15th Avenue to what would be 8th Avenue, which shall also be an extension of Commerce Street. City shall commence to construct said street within the next twelve (12) month time frame. It is anticipated that the road will consist of 2600 feet of gravel ±, thirty feet (30') wide and one foot (1') deep; 2600 feet of asphalt ±, twenty-eight feet (28') wide and three inches (3") deep; and the City shall also complete the shaping of the street and seeding the area surrounding the street. The cost of the street shall also be the responsibility of City.
- (c) All dirt removed from the holding pond area, as well as the construction of Commerce Street, shall be conveyed to CJM at no cost and will be piled by City on a location on the CJM Tract as agreed upon by CJM and City.
- (d) The property shall be transferred by CJM to City by quitclaim deed. In the event City desires to purchase title insurance, the cost of the same shall be paid by City.
- (e) The 2003 real property taxes due and payable in 2004 for the property to be conveyed hereunder shall be paid by CJM, with the 2004 real property taxes due and payable in 2005 prorated to the date of possession based upon the 2003 tax levy.

(f) City and its successors and assigns shall use the property conveyed hereunder for the purpose of a water holding pond only.

4. POSSESSION DATE. City shall receive possession of the real property as soon as practicable after the survey and plat of the property have been completed by City which is anticipated to be on or before July 1, 2004.

5. REPRESENTATIONS BY CITY. City hereby represents and warrants the following:

- (a) It has inspected the real property and is accepting it in is "AS IS" condition.
- (b) City is fully authorized to enter into this Agreement and has received all necessary consents to do so.

6. DEFAULT. In the event of default by either party, the other party shall have such remedies as provided by South Dakota law, to include the right of specific performance.

7. TIME AND BINDING EFFECT. Time is of the essence of each and every term of this Agreement. This Agreement shall extend to and be binding upon, the heirs, administrators, executors and assigns of the parties hereto.

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

9. ENTIRE AGREEMENT. The parties agree that this Agreement constitutes the sole and only agreement between them respecting the subject matter hereof and that it correctly sets forth their obligations to each other as of its date. It is further agreed that any modification of this Agreement shall be ineffective unless the same shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and date first above written.

CITY OF MITCHELL, SOUTH DAKOTA

By Alvin Claggett  
Its Mayor

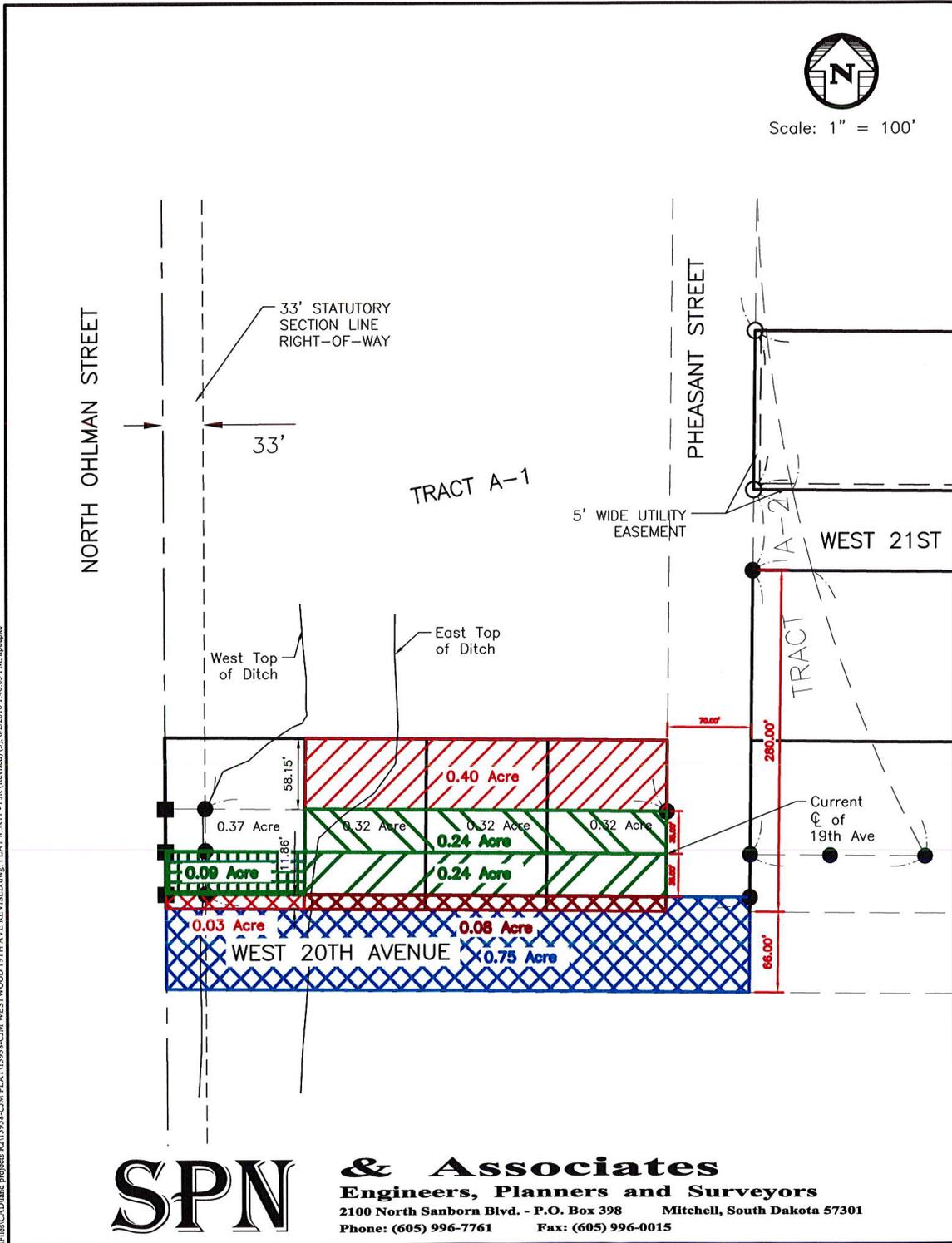
CJM CONSULTING, INC.

By [Signature]  
Its [Title]

## EXHIBIT A

Northwest Quarter (NW1/4) of Section Sixteen (16), except the North Forty Feet (N.40') thereof, and except that portion thereof lying south of the extension of the center line of West 15th Avenue as dedicated to the public according to the plat recorded in Book 15 of Plats on Page 27 thereof, and except Lot H1 according to the plat recorded in Book 15 of Plats on Page 89 thereof, and except the East 516.54 Feet of the Northwest Quarter (NW1/4) lying northerly of H1, and except that portion of Block Ten (10) of Fullerton Properties First Addition contained within the Northwest Quarter (NW1/4) according to the plat recorded in Book 16 of Plats on Page 97 thereof, and except Lot One (1) of Apostolic First Addition according to the plat recorded in Book 16 of Plats on Page 83 thereof, containing 100.68 acres, more or less, all lying within Section Sixteen (16), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota.

# EXHIBIT B



G:\Files\CAD\land\_projects\B2113938-CJM PLAT13938-CJM WESTWOOD 19TH AVE REVISED.dwg - PLAT & S.11 - PIR (Revised) (3), 8/22/016 1:46:05 PM, rmpapka



# CITY OF MITCHELL

## City Council Meeting Agenda Item Request



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

Meeting Date Requested:

Requested By:

Desired Action of City Council

Authorization  
Ordinance

Approval  
Citizen Request

Resolution  
Discussion

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

Agenda Item:

Explanation/Background of Agenda  
Item Requested:

**ORDINANCE NO. \_\_\_\_**

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

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

Section 1.

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

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

- A. The City intends, by the adoption of a Standard Cable Franchise, to bring about the continued development and maintenance of one or more cable systems. Such activity shall contribute significantly to the communication needs and desires of many.
- B. This Standard Cable Franchise shall be codified as Article A of Chapter 8-10 which shall be titled "STANDARD CABLE FRANCHISE" with such provisions and sections as provided in this ordinance.
- C. All persons operating a Cable System shall be required to first obtain a Cable Franchise from the City of Mitchell, unless applicable federal or state law shall prohibit such a requirement.
- D. Each individual Cable Franchise granted in the City of Mitchell shall be codified in its own Article to Chapter 8-10 of the Mitchell City Code and be titled after the company to which the franchise is granted. All franchises granted shall substantially conform to the Standard Cable Franchise as codified under Article A of Chapter 8-10 of the Mitchell City Code.

Section 2.

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

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

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

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

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

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

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

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

C. “Basic Cable Service” means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the Franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. §543(b)(7).

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

Video Programming carried on the basic service tier;

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

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

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

E. “Cable Service” means the one-way transmission to Subscribers of Video Programming, or other programming service, and Subscriber

interaction, if any, which is required for the selection of such Video Programming or other programming service.

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

G. “City Council” or “Council” means the Mitchell, South Dakota City Council.

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

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

J. “Franchise” means an initial authorization, or renewal thereof issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or other MVPD facility.

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

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

M. “Grantor” or “City” is the City of Mitchell, SD.

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

programming. The term “Gross Revenues” does not include taxes imposed by any municipal, state, or other governmental unit.

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

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

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

R. “Pay Television” means the delivery over the System of pay per channel or pay per program audio visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.

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

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

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

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

W. “Subscriber” means any Person who lawfully receives Cable Service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. A Grantee shall not require a Residential Subscriber to pay a line extension charge or comparable charge as a condition precedent to the provision of service.
2. An agreement shall not require a Residential Subscriber to maintain services in excess of the stand-alone rate of Basic Cable Service. However, a Residential Subscriber and Grantee are not restricted from agreeing on the provision of additional services so long as Subscriber may cancel such additional services.
3. An agreement shall be terminable by a Residential Subscriber at any time upon reasonable notice. However, said agreement may contain a provision requiring payment of a line extension charge that shall only be applicable if, prior to the end of the three (3) year

term, the Residential Subscriber terminates service entirely or the Residential Subscriber reduces Subscriber's services to a monthly rate less than the stand-alone rate of Basic Cable Service.

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

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

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

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

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

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

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

For City:

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

For Grantee:

*"Insert Grantee Address"*

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

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

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

- A. Applicant name and business address of Applicant.
- B. A statement as to the proposed Franchise Area, and whether Applicant holds an existing authorization to access the Rights of Way in the City and a map of the areas where such authorization exists if for an area other than the entire City.
- C. Resume of prior history of Applicant, including the legal, technical, and financial expertise of Applicant in the Cable Service field, as well as a list of any other municipalities or areas where Applicant has provided Cable Service or is so providing at the time of application.
- D. List of officers, directors, and managing employees of Applicant and resumes of each.
- E. A proposed construction and schedule to provide Cable Service or Video Programming to Subscribers.
- F. A certificate of insurance consistent with the requirements of this Ordinance.
- G. A description of the Cable System the Applicant intends to build, including its capacity, the types of equipment proposed for use and the Cable Services or Video Programming which will be offered.
- H. A description of the financial qualifications of the Applicant to construct and operate the System including a balance sheet, income statement, sources and uses of funds statement, and pro forma projections for at least three (3) years of operation subsequent to System completion.
- I. A proposed plan for Public, Educational, and Government Access Channels, including funding, facilities, and equipment and capacity on the System to be dedicated for educational and governmental use.

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

The Initial Franchise Application may be evaluated according to the following criteria, and approved within one hundred eighty (180) days after City deems the

Application is complete. In the event Applicant is already authorized to occupy the Rights of Way, the time for review and approval will be ninety (90) days.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. All cable and passive equipment for reception of Cable Services installed by Grantee at a Subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment. Upon termination of Cable Service to any Subscriber, the

Grantee shall promptly remove all its above ground facilities and equipment from the premises of such Subscriber upon the Subscriber's request.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Grantee shall accept an individual Franchise by executing the same. Such acceptance by the Grantee shall be deemed the grant of an individual Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered.
- B. Upon acceptance of an individual Franchise, Grantee shall be bound by all the terms and conditions contained herein.
- C. Grantee warrants that it is an Equal Opportunity/Affirmative Action employer.

#### **Section 3.**

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

#### **Section 4.**

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

#### **Section 5.**

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

Adopted by majority vote of the Mitchell SD City Council in regular session this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Jerry Toomey – Mayor

Attest:

\_\_\_\_\_  
Michelle Bathke – City Finance Officer

(seal)

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Adoption: \_\_\_\_\_

Published: \_\_\_\_\_

## **EXHIBIT 1**

### Technology Grant Terms and Conditions

WHEREAS the City of Mitchell and Grantee have entered a Franchise agreement; and

WHEREAS the Franchise agreement provides for the payment of a Technology Grant by Grantee to City, with the terms of such Technology Grant to be set out in Exhibit 1 to the Franchise; and

WHEREAS the Technology Grant required by the City is specifically allowed under federal law pursuant to the grant of a Franchise so long as funds are to be used in or associated with the construction of PEG access facilities;

THEREFORE, terms and conditions relating to the Technology Grant are hereby detailed as follows:

1. The total of funds required by the City shall not exceed \$25,000.00 for an individual Grantee. The City shall request Technology Grant funds from all Franchise Grantee's proportionally.
2. The City shall utilize funds solely as permitted under federal law to be used in or associated with construction of PEG access facilities.
3. The City shall provide six months' notice prior to its first request for any funds.
4. The City intends for funds to be used for new PEG access facilities in conjunction with the upgrade of the existing City Hall building or construction of a new City Hall building; with such project to begin no sooner than June 2018.
5. City shall have sole discretion in choosing the equipment, parts, design, specifications, and all other aspects relating to the capabilities of the new PEG access facilities and may seek reimbursement for costs associated therefrom, as they arise, proportionally from all Grantees up to \$25,000.00 in accordance with the terms of this agreement. City shall provide documentation detailing the expenses incurred when requesting funds.
6. A Grantee shall not be precluded from implementing any billing practice it deems necessary to compensate for this Technology Grant provided that an individual Subscriber's monthly bill does not increase more than fifty (\$0.50) cents per month and then only for such period of time as is necessary to recover funds actually requested by City.

**EXHIBIT 2**

Locations for Free Basic Cable Service

WHEREAS the City of Mitchell and Grantee have entered a Franchise agreement; and

WHEREAS the Franchise agreement provides that Grantee will provide free Basic Cable Services to up to 15 locations designated by the City to be set out in Exhibit 2 to the Franchise; and

THEREFORE, the terms and conditions relating to the provision of free Basic Cable Services are detailed as follows:

1. The total number of locations designated by City shall be apportioned evenly between all Grantees.
2. The City designates the following locations to be provided with free Basic Cable Service:
  - (1)
  - (2)
  - (3)
  - (4)
  - (5)
  - (6)
  - (7)
  - (8)
  - (9)
  - (10)
  - (11)
  - (12)
  - (13)
  - (14)
  - (15)
3. The City may designate additional locations to Grantee, up to the maximum of 15 per Grantee, and Grantee shall provide Service to such location within a reasonable amount of time.
4. Grantee shall not be required to extend its Cable System at no cost in order to provide a designated location with free Basic Cable Service.

# CITY OF MITCHELL

## City Council Meeting Agenda Item Request



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

Meeting Date Requested:

Requested By:

Desired Action of City Council

Authorization  
Ordinance

Approval  
Citizen Request

Resolution  
Discussion

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

Agenda Item:

Explanation/Background of Agenda  
Item Requested:

**ORDINANCE NO. \_\_\_\_**

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

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

Section 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For City:

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

For Grantee:

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

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

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

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

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

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

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

and other fixtures of the System. If Grantor reimburses other occupants of the Street, a Grantee shall be likewise reimbursed.

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

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

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

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

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

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

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

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

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

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

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

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

P. During the term hereof, the City reserves the right to regulate rates pursuant to federal law and Federal Communications Commission

("FCC") regulations and any such rate regulation shall not conflict with the provisions of FCC regulations and federal law.

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

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

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

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

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

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

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

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

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

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

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

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

Grantee agrees to provide free Basic Cable Services to a central location at up to fifteen (15) buildings designated by City. Such Basic Cable Services shall not be calculated against the Franchise fee. This section of the Franchise is a material

term of the contract, however, its inclusion is not mandated by City as a condition precedent to the grant of an individual Franchise. Grantee understands that federal law allows for the amount of the benefit of free Basic Cable Services to be calculated against the Franchise fee and Grantee specifically waives such right. Locations designated by the City shall be listed in Exhibit 2 to this Franchise.

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

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

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

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

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

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

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

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

A Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of Grantor in its capacity as such. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any

one occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to any one Person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence, which amounts may be modified by City from time to time in its sole discretion to be exercised in good faith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Grantee shall accept an individual Franchise by executing the same. Such acceptance by the Grantee shall be deemed the grant of an individual Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered.
- B. Upon acceptance of an individual Franchise, Grantee shall be bound by all the terms and conditions contained herein.
- C. Grantee warrants that it is an Equal Opportunity/Affirmative Action employer.

Section 2.

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

Section 3.

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

Adopted by majority vote of the Mitchell SD City Council in regular session this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF MITCHELL

\_\_\_\_\_  
Jerry Toomey – Mayor

(seal)

Attest:

\_\_\_\_\_  
Michelle Bathke – City Finance Officer

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Adoption: \_\_\_\_\_

Published: \_\_\_\_\_

MITCHELL TELECOM

\_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT 1**

### Technology Grant Terms and Conditions

WHEREAS the City of Mitchell and Grantee (Mitchell Telecom) have entered a Franchise agreement; and

WHEREAS the Franchise agreement provides for the payment of a Technology Grant by Grantee to City, with the terms of such Technology Grant to be set out in Exhibit 1 to the Franchise; and

WHEREAS the Technology Grant required by the City is specifically allowed under federal law pursuant to the grant of a Franchise so long as funds are to be used in or associated with the construction of PEG access facilities;

THEREFORE, terms and conditions relating to the Technology Grant are hereby detailed as follows:

1. The total of funds required by the City shall not exceed \$25,000.00 for an individual Grantee. The City shall request Technology Grant funds from all Franchise Grantee's proportionally.
2. The City shall utilize funds solely as permitted under federal law to be used in or associated with construction of PEG access facilities.
3. The City shall provide six months' notice prior to its first request for any funds.
4. The City intends for funds to be used for new PEG access facilities in conjunction with the upgrade of the existing City Hall building or construction of a new City Hall building; with such project to begin no sooner than June 2018.
5. City shall have sole discretion in choosing the equipment, parts, design, specifications, and all other aspects relating to the capabilities of the new PEG access facilities and may seek reimbursement for costs associated therefrom, as they arise, proportionally from all Grantees up to \$25,000.00 in accordance with the terms of this agreement. City shall provide documentation detailing the expenses incurred when requesting funds.
6. A Grantee shall not be precluded from implementing any billing practice it deems necessary to compensate for this Technology Grant provided that an individual Subscriber's monthly bill does not increase more than fifty (\$0.50) cents per month and then only for such period of time as is necessary to recover funds actually requested by City.

## **EXHIBIT 2**

### Locations for Free Basic Cable Service

WHEREAS the City of Mitchell and Grantee (Mitchell Telecom) have entered a Franchise agreement; and

WHEREAS the Franchise agreement provides that Grantee will provide free Basic Cable Services to up to 15 locations designated by the City to be set out in Exhibit 2 to the Franchise; and

THEREFORE, the terms and conditions relating to the provision of free Basic Cable Services are detailed as follows:

1. The total number of locations designated by City shall be apportioned evenly between all Grantees.
2. The City designates the following locations to be provided with free Basic Cable Service:
  - (1) **Corn Palace**- 604 North Main
  - (2) **Ice Arena**- 1001 North Minnesota
  - (3) **James Valley Community Center**- 300 West 1st
  - (4) **Lakeview Clubhouse**- 3300 North Ohlman
  - (5) **Library**- 221 North Duff
  - (6) **Mitchell Aquatic Center**- 1201 E Hanson
  - (7) **Recreation Center**- 1300 North Main
  - (8)
  - (9)
  - (10)
  - (11)
  - (12)
  - (13)
  - (14)
  - (15)
3. The City may designate additional locations to Grantee, up to the maximum of 15 per Grantee, and Grantee shall provide Service to such location within a reasonable amount of time.
4. Grantee shall not be required to extend its Cable System at no cost in order to provide a designated location with free Basic Cable Service.

# CITY OF MITCHELL

## City Council Meeting Agenda Item Request



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

Meeting Date Requested:

Requested By:

Desired Action of City Council

Authorization  
Ordinance

Approval  
Citizen Request

Resolution  
Discussion

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

Agenda Item:

Explanation/Background of Agenda  
Item Requested:

**ORDINANCE NO. \_\_\_\_**

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

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

Section 1.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For City:

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

For Grantee:

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

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

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

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

- A. A Grantee shall obtain all required permits from Grantor before commencing any construction upgrade or extension of the System.
- B. The Grantee shall not be subject to permit fees except for any fees or costs associated with repairs of Streets or other infrastructure necessitated by Grantee's operations.
- C. If, at any time during the period of this Franchise, Grantor shall elect to alter, or change the grade or location of any Street, alley, or other public way, a Grantee shall, at its own expense, upon reasonable notice by Grantor, remove and relocate its poles, wires, cables, conduits, manholes,

and other fixtures of the System. If Grantor reimburses other occupants of the Street, a Grantee shall be likewise reimbursed.

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

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

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

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

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

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

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

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

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

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

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

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

P. During the term hereof, the City reserves the right to regulate rates pursuant to federal law and Federal Communications Commission

("FCC") regulations and any such rate regulation shall not conflict with the provisions of FCC regulations and federal law.

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

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

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

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

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

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

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

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

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

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

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

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

Grantee agrees to provide free Basic Cable Services to a central location at up to fifteen (15) buildings designated by City. Such Basic Cable Services shall not be calculated against the Franchise fee. This section of the Franchise is a material

term of the contract, however, its inclusion is not mandated by City as a condition precedent to the grant of an individual Franchise. Grantee understands that federal law allows for the amount of the benefit of free Basic Cable Services to be calculated against the Franchise fee and Grantee specifically waives such right. Locations designated by the City shall be listed in Exhibit 2 to this Franchise.

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

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

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

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

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

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

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

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

A Grantee shall maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of Grantor in its capacity as such. The policies of insurance shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any

one occurrence, Three Hundred Thousand Dollars (\$300,000) for property damage to any one Person and One Million Dollars (\$1,000,000) for property damage resulting from any one act or occurrence, which amounts may be modified by City from time to time in its sole discretion to be exercised in good faith.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Grantee shall accept an individual Franchise by executing the same. Such acceptance by the Grantee shall be deemed the grant of an individual Franchise for all purposes. With its acceptance, Grantee shall also deliver any insurance certificates required herein that have not been previously delivered.
- B. Upon acceptance of an individual Franchise, Grantee shall be bound by all the terms and conditions contained herein.
- C. Grantee warrants that it is an Equal Opportunity/Affirmative Action employer.

Section 2.

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

Section 3.

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

Adopted by majority vote of the Mitchell SD City Council in regular session this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF MITCHELL

\_\_\_\_\_  
Jerry Toomey – Mayor

(seal)

Attest:

\_\_\_\_\_  
Michelle Bathke – City Finance Officer

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Adoption: \_\_\_\_\_

Published: \_\_\_\_\_

MIDCONTINENT COMMUNICATIONS  
D/B/A MIDCO  
BY: Midcontinent Communications Investor, LLC

\_\_\_\_\_  
(signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **EXHIBIT 1**

### Technology Grant Terms and Conditions

WHEREAS the City of Mitchell and Grantee (Midco) have entered a Franchise agreement; and

WHEREAS the Franchise agreement provides for the payment of a Technology Grant by Grantee to City, with the terms of such Technology Grant to be set out in Exhibit 1 to the Franchise; and

WHEREAS the Technology Grant required by the City is specifically allowed under federal law pursuant to the grant of a Franchise so long as funds are to be used in or associated with the construction of PEG access facilities;

THEREFORE, terms and conditions relating to the Technology Grant are hereby detailed as follows:

1. The total of funds required by the City shall not exceed \$25,000.00 for an individual Grantee. The City shall request Technology Grant funds from all Franchise Grantee's proportionally.
2. The City shall utilize funds solely as permitted under federal law to be used in or associated with construction of PEG access facilities.
3. The City shall provide six months' notice prior to its first request for any funds.
4. The City intends for funds to be used for new PEG access facilities in conjunction with the upgrade of the existing City Hall building or construction of a new City Hall building; with such project to begin no sooner than June 2018.
5. City shall have sole discretion in choosing the equipment, parts, design, specifications, and all other aspects relating to the capabilities of the new PEG access facilities and may seek reimbursement for costs associated therefrom, as they arise, proportionally from all Grantees up to \$25,000.00 in accordance with the terms of this agreement. City shall provide documentation detailing the expenses incurred when requesting funds.
6. A Grantee shall not be precluded from implementing any billing practice it deems necessary to compensate for this Technology Grant provided that an individual Subscriber's monthly bill does not increase more than fifty (\$0.50) cents per month and then only for such period of time as is necessary to recover funds actually requested by City.

## EXHIBIT 2

### Locations for Free Basic Cable Service

WHEREAS the City of Mitchell and Grantee (Midco) have entered a Franchise agreement; and

WHEREAS the Franchise agreement provides that Grantee will provide free Basic Cable Services to up to 15 locations designated by the City to be set out in Exhibit 2 to the Franchise; and

THEREFORE, the terms and conditions relating to the provision of free Basic Cable Services are detailed as follows:

1. The total number of locations designated by City shall be apportioned evenly between all Grantees.
2. The City designates the following locations to be provided with free Basic Cable Service:
  - (1) **City Hall**- 612 North Main
  - (2) **Davison County Courthouse**- 200 East 4th
  - (3) **Golf/Cemetery Office**- 600 West 23rd
  - (4) **Highway Patrol**- 1300 South Ohlman
  - (5) **Lake Mitchell Sportsman Club**- 950 Indian Village Road
  - (6) **Mitchell Fire & Police Station**- 201 West 1st
  - (7) **Public Safety Building**- 1015 South Miller
  - (8) **Tournament Headquarter Building**- 1301 North Minnesota
  - (9)
  - (10)
  - (11)
  - (12)
  - (13)
  - (14)
  - (15)
3. The City may designate additional locations to Grantee, up to the maximum of 15 per Grantee, and Grantee shall provide Service to such location within a reasonable amount of time.
4. Grantee shall not be required to extend its Cable System at no cost in order to provide a designated location with free Basic Cable Service.

# CITY OF MITCHELL

## City Council Meeting Agenda Item Request



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

Meeting Date Requested:

Requested By:

Desired Action of City Council

Authorization  
Ordinance

Approval  
Citizen Request

Resolution  
Discussion

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

Agenda Item:

Explanation/Background of Agenda  
Item Requested:

# Procurement Policy



Community Services Department  
City of Mitchell, SD

## **Introduction**

This procurement manual applies specifically to purchases of goods and services for the Community Services Department of the City of Mitchell, SD that are funded by federal and state transit revenues.

Community Services receives funding from the federal government and the state, as well as other agencies. Local government contributors include city and county governments. Therefore, Community Services adopts procurement policies and procedures that are consistent with federal regulations and the laws of South Dakota. These procedures apply to all procurements irrespective of the source of the funds. Specific requirements for procurements funded by the Federal Transit Administration (FTA) may also be identified.

The purpose of these policies and procedures is to set forth the procurement methods and establish standards for obtaining goods and services, including construction, professional, and Architectural/Engineering (“A/E”) services necessary for the operation of Community Services. These procedures include guidelines for the solicitation, award, and administration of formally advertised contracts, as well as the consultant selection, negotiation, award, and administration of competitively negotiated and A/E contracts.

The procurement procedures are designed to:

- 1.) Instill public confidence in the procurement process of Community Services.
- 2.) Ensure fair and equitable treatment for all vendors who seek to deal with Community Services. Ensure maximum open and free competition in the expenditure of public funds. Provide the safeguards to maintain a procurement system of quality and integrity.

The methods by which the foregoing is implemented are described in detail in the remainder of this document.

The procurement process is ongoing throughout the fiscal year. During budget, the needs are identified for all goods that will be procured during the upcoming fiscal year.

## **Delegations**

1. Except as otherwise provided in these procedures, all rights, powers, duties, and authorities relating to the procurement of supplies, services, and construction are vested in the Director of Community Services or a designee.
2. The Mitchell City Council is specifically authorized to delegate approval authority to a designee.
3. The Mitchell City Council specifically authorizes the Director of Community Services to execute approval authorized at any level.
4. The Director of Community Services may further authorize designees

## Policies and Procedures

### Responsibilities

The Director of Community Services has authority to authorize contract actions within budget authority. **Whenever the term “Director of Community Services” shall appear in this document, the term shall also include authorized designee(s).** (The authority of the designees varies significantly depending on the value and type of procurement action.)

The Director of Community Services is responsible for updating these procurement procedures on an as-needed basis.

The Director of Community Services shall be authorized to enter into, administer, and terminate contracts within budget authority. However, the Director of Community Services may bind the City of Mitchell only to the extent of the Contracting authority delegated to Community Services.

The Director of Community Services shall ensure that a clear and accurate specification/scope of work is developed for all procurement.

The Director of Community Services shall not enter into a contract unless all applicable requirements of Federal law, Federal regulations and Circulars, South Dakota law, and all other applicable City of Mitchell procedures (including approvals) have been met.

The Director of Community Services shall ensure that contractors receive impartial, fair, and equitable treatment in accordance with the policies specified per state and federal mandate.

The Director of Community Services or his/her designee shall be the primary Community Services employee to determine that contract prices are fair and reasonable prior to signing the Contract or any changes thereto.

The Director of Community Services shall not make any purchase or enter into any contract for an amount which exceeds his or her specifically delegated contracting authority.

The Director of Community Services and/or his/her designee is responsible for soliciting bids and proposals; for serving as the chairperson of pre-bid & pre-proposal conferences, qualification hearings and proposal evaluation meetings; for conducting contract negotiation sessions; for managing the non-technical aspects of post award contract administration including negotiation of modifications, claims, and supplemental agreements.

The Director of Community Services and/or his/her designee is also responsible for such tasks as writing, preparing, and assembling contract documents; obtaining necessary pre-solicitation approvals; advertising RFP's and IFB's, issuing amendments, obtaining post-bid opening approvals for award, conducting investigations of the proposed Contractor's past performance, conducting consultant selection meetings for negotiated contracts and conducting negotiations,

monitor the Contractor's performance, and managing termination for default or convenience procedures whenever the need arises.

Normally, the Director of Community Services approves or disapproves the technical acceptability and timeliness of the work completed and the invoices submitted by the Contractor for payment.

The Director of Community Services shall ensure that sufficient unencumbered funds are available for each contract.

The Director of Community Services is also the person to whom reports of warranted equipment malfunctions, failures, or any problems with the Contractor's performance are submitted, pursuant to the specific authority granted by the user department manager. The Executive Director becomes involved when and if the lapse constitutes a serious, i.e., repetitive, or unresolved, breach of contractor's civil or contractual responsibility.

Should the Contractor fail to respond in a timely or adequate manner to rectify any problem, the Director of Community Services takes any steps necessary and available to enforce City of Mitchell rights under the Contract. This may include withholding payment, imposing liquidated damages, negotiation and recommending a settlement, terminating the Contractor for default, or referring the matter for legal action.

## **Standards of Conduct and Conflict of Interest Policies**

There will be uniform and equitable application of the Standards of Conduct of Community Services involving all activities associated with the procurement of goods and services. This section defines responsibility to identify and prevent a real or apparent conflict of interest.

### **Conflict of Interest**

The following groups shall not participate in or attempt to use their official position to influence any purchasing decisions in which they, or persons related to them, have a financial interest:

- (1) The employee, officer, agent, or Board member;
- (2) Any member of his/her immediate family;
- (3) His or her partner; or
- (4) An organization that employs, or is about to employ, any of the above.
- (5) Organizational conflicts of interest. An organizational conflict of interest means that because of other activities, relationships, or contracts, a contractor is unable or potentially unable, to render impartial assistance or advice to Community Services; a contractor's objectivity in performing the Contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage;

Members of the groups listed under conflict of interest section shall be subject to the conflict of interest laws of South Dakota. Anyone who violates the standards of the law shall be subject to the penalties, sanctions, or other disciplinary actions provided for therein.

### **Gratuities, Kickbacks, and Contingent Fees**

No member of the groups listed under conflict of interest section shall solicit, demand or accept from any person, contractor, potential contractor, or potential subcontractors, anything of a monetary value, including gifts, gratuities, favors, etc.; except when the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by the City of Mitchell, including possible dismissal.

### **Confidential Information**

No member of the groups listed under conflict of interest section shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to them by blood, marriage, or by common commercial or financial interest. Anyone failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by the City of Mitchell, including possible dismissal.

### **Organizational Conflict of Interest**

Each entity that enters into a contract with Community Services is required, prior to entering into such contract, to inform Community Services of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities result in an unfair competitive advantage to the Contractor, or may impact the Contractor's objectivity in performing the contract work.

### **Purchasing Policies**

#### ***Equal Employment Opportunity/Affirmative Action***

All procurement documents issued by Community Services require all interested vendors to certify:

- (1) That the vendor does not discriminate against any employee, or applicant for employment, because of race, religion, sex, age, creed, color, disability or national origin;
- (2) That the vendor is in compliance with all Executive Orders and federal, state, and local laws regarding fair employment practices and non-discrimination in employment; and
- (3) That the vendor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

#### ***Disadvantaged Business Enterprise***

Community Services has determined that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, shall have the opportunity to compete fairly for contracts financed in whole or in part with Federal funds. Accordingly, all Community Services procurements funded with Federal

funds may include, as appropriate, the use of goals for the procurement of all classes of goods and services, as set forth in the Community Services Disadvantaged Business Enterprise (DBE) program.

### ***Open Competition Required***

All procurement transactions will be conducted in a manner providing full and open competition. Some of the situations considered to be restrictive of competition include, but are not limited to:

- (1) Unreasonable requirements placed on firms in order for them to qualify to do business;
- (2) Unnecessary experience and excessive bonding requirements;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive award to any person or firm on retainer contracts;
- (5) The specification of only a brand name product without listing its salient characteristics and not allowing an equal product to be offered;
- (6) Exclusionary or discriminatory specifications; and
- (7) Any arbitrary action in the procurement process.
- (8) Limited Geographic Preference

### ***Federal Clauses and certifications***

The Director of Community Services shall check the most current federal clauses and certifications required each time Community Services conducts a procurement. The federal clauses and certifications are updated every year in October and can be found on the “Existing Grantees” page of the FTA website. National RTAP has a web app ProcurementPRO that uses the project information to determine and list the required federal clauses and certifications that must be included in the procurement documentation.

### ***Buy America requirements***

FTA required that all rolling stock, facility, or equipment purchased in excess of \$150,000 of Federal funds must contain 60% domestic components minimum by cost and final assembly is in the United States. FTA requires that all iron, steel and manufactured products used in FTA-funded projects must be made in the United States. It is possible under the law to apply for and receive waivers for this requirement; it is rare that they will be granted.

Community Services will ensure that all the materials the contractor or bidder uses are in compliance with this requirement by including the Buy America Federal Clause in the specifications to be signed by the bidders. Refer to SD DOT for guidance on procurement for Rolling Stock and Architectural and Engineering Services.

### ***Disposal of Expended Equipment***

Before they can be transferred or disposed of; Vehicles, equipment and facilities which have an initial purchase price that is greater than \$4,999.99 must have approval from South Dakota Department of Transportation-Transit’s (SDDOT-Transit) office prior to the aforementioned disposal. If the item is less than \$4,999.99 it can be disposed of without approval from SDDOT – Transit.

All computers, tablets, and anything with sensitive information per HIPAA guidance should be cleaned of all said data before being disposed of.

## Evaluate project

1. Determine the project and review procurement request to determine if the product or service is essential, quantities needed and estimate total cost.
2. Determine the funding source and whether the funds are available or to be raised; and whether the procurement will be informal or formal.
3. Conduct an Independent Cost Estimate (ICE) for the good or service your agency will be buying. Once a realistic estimated budget has been determined, a procurement method can be selected. After the prices, quotes, bids or proposals are received, the ICE can be used for the basis for the cost or price analysis that is required for all procurements.

An ICE should be conducted to establish a reasonable price range for the goods or services procuring and it should be done regardless of the size of the procurement. It is important for the integrity of the ICE that it be prepared before you receive bids or proposals.

To develop an ICE, information such as: current market prices for commercial items; estimates based on previous, similar purchases or projects; informal cost estimates from manufacturers for the type and number of items you are procuring; or prices received by other transit agencies for good or services that are comparable to the project. More information about conducting an ICE can be found on the “Independent Cost Estimate” page on the FTA website. National RTAP’s ProcurementPRO web app includes an ICE spreadsheet that can be used to organize the data used to develop the ICE.

4. Decide if the procurement will qualify as a micro-purchase, small purchase or large purchase (defined within this document).

## Select procurement method

The procurement method option depends on the dollar value of the project. For procurement type, Staff should refer to the policies described herein. Any questions regarding the procurement process should be immediately discussed with the Director of Community Services to ensure that the policies are being followed.

The Director of Community Services is responsible for the administration of the procurement, which includes obtaining the required approval, if necessary, before initiating the procurement process.

Upon completion of the procurement process, a document requesting the vendor to supply the good or service, such as a purchase order and/or contract agreement must be issued by Director of Community Services prior to the execution of any contract, notice-to-proceed, or initiation of work.

## Goods and Services

**Definition:** Procurement of services, supplies, or other property, with the A/E services or labor and/or materials.

<b>Price Threshold</b>	<b>Method of Procurement</b>	<b>Required Approval Level</b>
Below \$500	Define agency purchase threshold below \$500.	Department Head approval with budget authority
\$500 – see consumable	Consumables Purchase	Department Head approval with budget authority
Up to \$2500	Micro Purchase	Department Head approval with budget authority

\$2500-\$25,000* *Per South Dakota Codified Law	Small Purchases	Department Head approval with budget authority
Over \$25,001	Large Purchases	Bid Required & City Council Approval

**Micro-purchase cannot exceed \$2,500.00**

Three (3) oral or written prices are required to ensure you are purchasing at fair and reasonable price. Conduct a simple price or cost analysis to determine the best value. Document criteria used to determine that your quotes were fair and reasonable. Use ProcurementPro to select necessary Federal Clauses or Certifications.

**Small purchases cannot exceed \$25,000.00**

Three (3) written prices on vendor’s letterhead or estimate forms are required to ensure you are purchasing at fair and reasonable price. Conduct a simple price or cost analysis to determine the best value. Document criteria used to determine that your quotes were fair and reasonable. Use ProcurementPro to select necessary Federal Clauses or Certifications.

**Large purchases are purchases that exceed \$25,000.00 (\$50,000.00 for equipment)**

Preferred procurement methods are either Invitation for Bid (IFB) or Request for Proposal (RFP). Other procurement methods such as Joint and Piggyback procurements are not recommended and shall only be used in extreme cases after consulting with the SDDOT Office of Air, Rail, and Transit.

**Invitation for Bids (IFB)/Sealed Bids**

1. Develop a complete and realistic set of technical specifications for the product(s) to be procured. Determine the quantity of units to be purchased plus options on additional units to be purchased later. Length of options should be between three and five years, with an inflation clause included. (SD DOT procures vehicles, but if there is a need to procure vehicles other than those procured by SD DOT contact SD DOT for guidance.)
2. If a brand name product is used in the specifications to describe your needs the clause “brand name or equal” must be included after each reference to a brand name.
3. Develop evaluation process and criteria for the selection of the bid award process. In IFB the best value and responsible bidder is the most commonly used criteria.
4. Prepare your bid package, finalize the product specifications, included equals, exception, and clarification forms, official bid forms, addenda process, DBE requirements, proposal package delivery instructions, general conditions, special provisions and all Federal clauses and certifications.
5. Advertise the IFB. No geographic preferences permitted. Place ads in at least two newspapers, trade magazines, post on agency website (optional), and send announcements letters or email to all potential bidders. The ad should include a description of the project, contact information, deadline date, location of bid opening, and funding source. Retain proof of advertising in procurement folder. Any bids arriving after the stated date and time will be returned to the sender unopened.
6. Proposal Opening presentation. Complete a price or independent cost estimate, prepare bidding opening forms. Open bids, read aloud, and record all vital information. Verify all bidders against the Excluded Parties List System (EPLS) at <https://www.sam.gov> and South Dakota Secretary of State website to verify the bidders in good standing with the State of South Dakota. Tabulate bid documents and complete selection process. Review the bid against the specifications to avoid duplicative or unnecessary purchases. Complete Pre-award audit on successful bidder. Notify selected and rejected bidders in writing.

7. Complete award selection and justification, and explain why bidder was awarded if the accepted bid was not the lowest. Confirm schedules for inspections, milestones, delivery etc., and issue and complete the contract for the procurement. Collect all documentation (completed contracts, bond, insurance etc.) and federal certifications. Issue Notice to Proceed letter.
8. Monitor vendor's progress and setup delivery and inspection time and location. Upon completion of inspection and acceptance of products, obtain all warranty and service arrangements. Complete Post-award audits, if you are receiving multiple deliveries, you must complete multiple Post-award audits forms.
9. Finalize the payment/reimbursement vouchers.
10. Review the project file for completeness. The project file should contain all documents and written or electronic correspondence in addition, to copies of payment vouchers etc... If your procurement has multiple delivery shipments (for example rolling stock), all the documents for each delivery must be included in the original project file.

### **Request for Proposal (RFP)/Competitive Proposals**

1. Develop a complete and realistic set of specifications describing in detail the professional services the procurement is requesting. Include the specific method established and used to conduct the technical evaluation of each proposal. Technical expertise and past performance considerations play a dominant role in source selection and supersede low price criteria.
2. Prepare your bid package, finalize the proposal specifications and method and criteria to be used to evaluate the proposals , include approved vendor exception, and clarification forms, official bid forms, addenda process, DBE requirements, proposal package delivery instructions, general conditions, special provisions and all Federal clauses and certifications.
3. Prepare Independent Cost estimate (ICE).
4. Formulate the evaluation team, which will review and rank all proposals received in accordance with the proposal specifications. Any proposals arriving after the stated date and time will be returned to the sender unopened.
5. There is no "public reading "of the proposals under SDCL... A list of proposers shall be prepared for public inspection after the contract is awarded.
6. Advertise the RFP. No geographic preferences permitted. Place ads in at least two newspapers, trade magazines, post on agency website (optional), and send announcements letters or email to all potential bidders. The ad should include a description of the project, contact information, deadline date, and funding source. Retain proof of advertising in procurement folder. Any bids arriving after the stated date and time will be returned to the sender unopened.
7. Evaluation team to evaluate and rank all proposals received using the established method and criteria. All proposals that have a reasonable chance of being selected shall be included in the Competitive range list. Review the bid against the specifications to avoid duplicative or unnecessary purchases. Verify all bidders against the Excluded Parties List System (EPLS) at <https://www.sam.gov> and South Dakota Secretary of State website to verify the bidders in good standing with the State of South Dakota.
8. Start the negotiation process with the top ranked proposer. If you hold negotiation session with one offeror, you must hold negotiations with all the offers in the competitive range. Once the negotiations are complete, all the details, including cost are finalized, and the proposal is selected, then the contract can be completed.
9. Monitor the contractor's progresses to determine inspection time and location. Upon completion of inspection and acceptance of products, obtain all warranty and service arrangements. Complete Post-award audits, if you are receiving multiple deliveries, you must complete multiple Post-award audits forms.

10. Finalize the payment/reimbursement vouchers
11. Review the project file for completeness. The project file should contain all documents and written or electronic correspondence in addition, to copies of payment vouchers etc... If your procurement has multiple delivery shipments (for example rolling stock), all the documents for each delivery must be included in the original project file.

### **Sole Source Procurement /Non- Competitive**

**Definition:** Procurement accomplished through solicitation or acceptance of a proposal from only one available source or solicitation of a number of sources in which competition is determined inadequate.

<b>Price Threshold</b>	<b>Method of Procurement</b>	<b>Required Approval Level</b>
Up to \$100,000	Sole Source	City Council Approval
Greater than \$100,000	Sole Source	City Council Approval

Sole source procurements are accomplished through solicitation or acceptance of a proposal from only one source or after solicitation of a number of sources, competition is determined inadequate. May be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

1. The item is available only from a single source;
2. The public exigency or emergency (i.e., a threat to public health, welfare, safety, property, or other substantial loss to Community Services, or a situation requiring immediate action by Community Services, as determined by the Mayor of Mitchell) for the requirement will not permit a delay resulting from competitive solicitation.
3. After solicitation of a number of sources, competition is determined inadequate; or
4. The item is an associated capital maintenance item as defined in 49 U.S.C. § 5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced. The grantee must first certify in writing to FTA: (1) that such manufacturer or supplier is the only source for such item; and (2) that the price of such item is not higher than the price for such item by like customers.
5. Sole source procurements must be documented in writing and on file for review upon request explaining in detail, why this contract was issued under the Sole Source procurement method.

### **Joint Procurement and Piggybacking**

In some situations, more than one agency will simultaneously go through this process and produce a solicitation that addresses the needs of all the agencies involved. These are joint procurements and a great deal of advance planning is needed to do this type of procurement. There are also situations that an agency unintentionally acquires more than is needed through a contract. In those cases, if the original contract includes an assignability clause, it is permissible for another agency to take on the contract rights for the additional goods or services after ensuring the price is fair and it can abide by the original contracts rights to the purchase supplies, equipment, or services. This method is not encouraged by FTA or SD DOT.

When circumstances warrant, Community Services may attempt to fill requirements through a cooperative purchasing agreement (without independent bids or quotations) with the South Dakota Department of Transportation, or with other appropriate public agencies.

## **Professional / Architectural and Engineering Services**

**Definition:** The services of attorneys, physicians, architects, engineers, consultants, auditors, specialized printers, or other individuals or organizations possessing a high degree of professional, unique specialized technical skill or expertise, not adaptable to competitive bidding, or where the service involves a contract for special activities, negotiations for the acquisition of land, trash services, insurance bonds or any other service similar to the above, engaged for a particular project or series of projects.

**A/E:** Procurement of professional consultants for engineering, architectural, land surveying or other support services, such as program management, construction management, feasibility studies, preliminary engineering and design which require performance by a registered or licensed architect or engineer.

Note: See definition page and/or ProcurementPro for further details

Transit related projects requiring these services shall be referred to SDDOT Office of Air, Rail, and Transit for guidance and directions.

### ***Protest Procedures***

Protests regarding sealed bid and competitive proposal methods shall be dealt with in accordance with applicable local, state, and federal procurement regulations. All protests shall be submitted in writing to the Director of Community Services within ten (10) days from the event inciting the protest. The written protest shall include: name of protester, solicitation\contract number or description, statement of ground for protest.

The Director of Community Services shall provide a written response detailing its response to each issue raised in the protest and that the decision is final. The response shall also allow for a request for reconsideration based on newly discovered information or if there has been an error of law or regulation. In addition, the response shall state that FTA will only entertain a protest that alleges Community Services failed to follow its protest procedures and that such a protest must be filed in accordance with the FTA's Third Party Contracting Guidance Circular.

## **Contract Administration**

### **Procurement contract files**

Should contain:

- Rationale for the method of procurement
- Prices or quotes
- Copy of procurement documents
- Selection of contract type
- Reasons for contractor selection or rejection
- Basis for the contract price.
- Pre-Award and Post Award Documentation (Required if Buy America applies)
- A signed copy of the complete contract
- Orders
- All signed amendments including rationale for the contract change and justification for the resulting cost\price or delivery date change
- All correspondence with the contractor

- Approvals or disapprovals of contract deliveries
- Request for waivers or deviations and the associated responses
- Documentation regarding settlement of claims and disputes
- Documentation regarding stop work or suspension of work orders
- Contract closeout documentation

The procurement files are to be kept three years after the project is closed.

### **Documentation of procurement history**

Community Services will maintain a list of bidders

### **References**

Circular 4220.1F Third Party Contracting

Best Practices Procurement Manual

National RTAP Transit Manager's Toolkit

National RTAP ProcurementPRO web application

Federal Transit Administration Website

<https://www.sam.gov>

<https://sdsos.gov>

49 U.S.C. § 5307(a)(1)

DBE - 49 C.F.R. Part 26

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

**NOT APPROVED**

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

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

Members Absent: Fergen, Meyers, and Allen

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date