City Council Agenda
City Council Chambers, City Hall, 612 N. Main Street
January 17, 2017
The meeting start time is 6:30 PM. Committee Meetings (if any) will be first; immediately followed by the City Council Meeting.

1. **6:00 P.M. Public Input & Discussion On Recycling Bid Proposals**

   Documents:

   STAFF REPORT RECYCLING DISCUSSION AND PUBLIC INPUT.PDF
   RECYCLING BID TAB.PDF
   RECYCLING REVENUE DOCUMENTATION FROM DEPENDABLE RECYCLING.PDF
   ONLINE COMMENTS RECEIVED REGARDING RECYLING.PDF

2. **Call To Order**

3. **Pledge Of Allegiance**

4. **Invocation: First United Methodist**

5. **Roll Call**

6. **Approval Of Consent Agenda Items**
   Items appearing on the Consent Agenda may be removed by a City Council Member for discussion at the beginning of the formal agenda items.

   A. City Council Minutes

   Documents:

   01-03-17.PDF

   B. Committee Reports:

   Documents:

   PLANNINGCOMMMIN11282016.PDF
   JANUARY 3, 2017 TRAFFIC COMMISSION MINUTES.PDF

   C. Department Reports

   Documents:

   FINANCE DEPARTMENT REPORT-DEC.PDF
   SALES TAX-2016.PDF
   POLICE MONTHLY REPORT (DECEMBER).PDF
   FIRE DECEMBER MONTHLY COMPARISON.PDF
   EMS DECEMBER MONTHLY COMPARISON.PDF
   MITCHELL FIRE AND EMS DECEMBER.PDF
   CODE ENFORCEMEN UPDATE (DECEMBER).PDF
   BUILDING PERMITS DECEMBER 2016.PDF
   BUILDING PERMITS (2016).PDF
   SNOW REMOVAL (DECEMBER).PDF
   PALACE TRANSIT REPORT NOVEMBER 2016.PDF
   AIRPORT (DECEMBER).PDF

WATER (DECEMBER).PDF
WATER DISTRIBUTION (DECEMBER).PDF

D. Raffle Permit: Pheasant Forever With The Drawing To Be Held On October 21, 2017

Documents:

PHEASANT FOREVER APPLICATION.PDF

E. Set Date Of February 6, 2017 For Hearing

Hearing on the application of Overtime for a Special Event Liquor License located at Overtime Event Center, 812 North Rowley, Mitchell on February 11, 2017 for the Grayson Bean Bag Tournament.

Hearing on the application to transfer Retail (On -Sale) Liquor License RL-5732 from Blarneys LLC, dba Blarneys Sports Bar & Grill, 2100 Highland Way #W, Mitchell, SD to Blarneys LLC, dba Blarneys Sports Bar & Grill, 2100 Highland Way #W, Mitchell, SD due to a change in stock ownership.

Hearing on the application to transfer Retail (On-sale) Liquor License RL-5350 from Lucky's LLC dba Dr. Dr Lucky's Bar & Grill, 205 North Main St, Mitchell to Tapp Enterprises, LLC, dba Dr. Lucky's Bar & Grill, 205 North Main St., Mitchell, SD

Documents:

SET DATES HEARINGS1.PDF
GRAYSON BAGS APPLICATION.PDF
BLARNEYS.PDF
BLARNEYS MAP.PDF
DR LUCKYS.PDF
DR LUCKYS MAP.PDF

F. Purchase Of Patrol Vehicle From Vern Eide - Mitchell

Documents:

PURCHASE OF PATROL VEHICLE FROM VERN EIDE - MITCHELL.PDF
STATE BID FOR PATROL VEHICLE - VERN EIDE - MITCHELL QUOTE.PDF

G. Set Date For Bid Of 1:30 P.M., January 31, 2017 For Storm Sewer Utilities City Project 2017-11

Documents:

SET DATE FOR STORM SEWER UTILITY CITY PROJECT 2017-11.PDF

H. Pay Estimates January 17, 2017

Documents:

PAY ESTIMATE REQUEST FOR MEETING.PDF
PAY ESTIMATES JANUARY 17, 2017.PDF

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

Documents:

AP REGULAR DEPARTMENT PAYMENT REGISTER - 9721.PDF

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

8. **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.

9. **Hearing:**
   On the application of Overtime Steakhouse & Sports Bar for a Special Event Liquor License, located at Overtime Event Center for the 2017 Mitchell Chamber & Development Corporation Annual Recognition Night on January 20th, 2017.

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

11. **Action To Set Date For Board Of Adjustment Hearing 2/6/2017**
    Stephanie Kampshoff has applied for a conditional use permit to operate a family residential child care center in her home located at 622 S Minnesota St, legally described as Lot 8 and S 46 feet of Lot 9, Block 7, Van Eps 2nd Addition, City of Mitchell, Davison County, SD.

    Documents:

    AGENDAREQUESTKAMPSHOFF.PDF
    KAMPSHOFFMAP.PDF

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

13. **Action To Award Bid For City Recycling Project 2017-2.**

    Documents:

    RECYCLING BID STAFF REPORT.PDF
    RECYCLING BID TAB.PDF

14. **Action To Award Bid For Construction Of An Indoor Aquatic Center- City Project #2016-11**

    Documents:

    STAFF REPORT INDOOR AQUATIC CENTER BID AWARD.PDF
    INDOOR AQUATIC CENTER BID TAB.PDF
    MITCHELL AQUATICS RECOMMENDATION LETTER.PDF

15. **Action To Approve Agreement #A2017-01 Clubhouse Manager Agreement**

    Documents:

    CLUBHOUSE CONTRACT STAFF REPORT.PDF
    CLUBHOUSE MANAGER AGREEMENT.PDF

16. **Action To Approve Agreement #A2017-02, Consulting Engineering Services.**

Documents:

STAFF REPORT- SEG PROPOSAL.PDF
SEG PROPOSAL_12-19-16_V2 (003).PDF

17. **Action To Approve Agreement #A-2017-3 Mayor As Signatory And Approve Grant Agreement For Airport Pavement Maintenance**

Documents:

STATE PAVEMENT MAINTENANCE AGREEMENT STAFF REPORT.PDF
PAVEMENT MAINTENANCE PROJECT AGREEMENT WITH SDDOT.PDF

18. **Action On Resolution # R2017-03, Annexation Of The Real Property As Legally Described As The: South Three Hundred Seventy-Five (S 375') Of Lot Two (2), Except The South Three Hundred Feet (S 300') Thereof, In The Southeast Quarter (SE 1/4) Of Section Seventeen (17), Township One Hundred Three (103) N, Range Sixty (60), West Of The 5th P.M., Davison County, SD, Subject To Easements, Reservations, And Restrictions Of Record. (R.R Enterprises)**

Documents:

AGENDAITEMREQUESTRRENTERPRISES.PDF
R201703.PDF
PETITIONRR.PDF
COMMLETTERANNEX.PDF
ANNEXMAPS.PDF

19. **Action On Resolution # R2017-04, A Plat Of Lots A-1C And A-1D Of J.L. Oberembt's First Addition, A Subdivision Of Government Lot 4 In Section 3, T 103 N, R 60 W Of The 5th P.M., Davison County, SD**

Lots A-1C and A-1D of J.L. Oberembt's First Addition, A Subdivision of Government Lot 4 in Section 3, T 103 N, R 60 W of the 5th P.M., Davison County, SD

Documents:

AGENDAREQUESTR201704.PDF
R201703.PDF
GISOBEREMBTPLAT.PDF
OBEREMBTPLAT.PDF

20. **Action On Resolution # R2017-05, A Plat Of Lot 10, Block 2 Of CJM 2nd Addition, In The NW 1/4 Of Section 32, T 104 N, R 60 W Of The 5th P.M., City Of Mitchell, Davison County, SD**

Documents:

AGENDAITEMREQUESTR201705.PDF
R201705.PDF
GISPLATL10B2CJM2ND.PDF
PLATL10B2CJM2ND.PDF

21. **Action On Resolution #R2017-06, A Resolution Designating A Temporary Alternate Landing Zone**

Documents:

AGENDA ITEM- TEMPORARY ALTERNATE LANDING ZONE.PDF

AGENDA ITEM- TEMPORARY ALTERNATE LANDING ZONE.PDF
RESOLUTION FOR ALTERNATE TEMPORARY LANDING ZONE.PDF

22. **First Reading Of Ordinance #O2107-01, AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; A Plat Of Block 1 Of Cadwell Park First Addition And Iowa Street, A Subdivision Of The NW ¼ Of Section 16, T 103 N, R 60 W Of The 5th P.M., City Of Mitchell, Davison County, South Dakota; A Plat Of Shevlin's First Addition, In The W ½ Of Section 16, T 103 N, R 60 W Of The 5th P.M., City Of Mitchell, Davison County, South Dakota; A Plat Of Shevlin's Second Addition, In The SW ¼ Of 16, T 103 N, R 60 W Of The 5th P.M., City Of Mitchell, Davison County, South Dakota From High Density Residential District (R4) To Public Lands And Institutions District (PL) AND THE OFFICIAL ZONING MAP BE CHANGED TO THE REFLECT THE SAME.**

    Documents:

    AGENDAREQUESTORD0210701.PDF
    ORD0201701.PDF
    NEIGHBORSORD0210701.PDF
    SHEVLINCADWELLPLATS.PDF

    A. **Hearing And Action On Resolution #R2017-07, A Resolution Approving The Proposed Lease Agreement Regarding Mitchell Baseball Association's Training Facility And Authorizing Execution Thereof**

    Documents:

    AGENDA ITEM- MITCHELL BASEBALL ASSOCIATION LEASE.PDF
    RESOLUTION APPROVING AND AUTHORIZING MBA LEASE.PDF
    MBA PROPOSED LEASE AGREEMENT- REVISION FINAL.PDF
    AERIAL 2.PDF
    AERIAL 3.PDF
    BUILDING PLAN.PDF
    SITE PLAN.PDF

23. **Executive Session: Motion To Enter Into Executive Session In Accordance With SDCL 1-25-2(3) Legal.**
    Executive Session according to SDCL 1-25-2 (3) Consulting with legal counsel or reviewing communications from legal counsel about about proposed or pending litigation or contractual matters.

24. **Action On Resolution #R2017-02, A Resolution Delegating Authority To The Mayor Of Mitchell To Negotiate Settlement Terms And Execute The Final Agreement**

    Documents:

    AGENDA ITEM- SETTLEMENT NEGOTIATION AUTHORIZATION.PDF
    RESOLUTION ON RECOUPMENT SETTLEMENT.PDF

25. **Motion To Adjourn**

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

27. **FOR COUNCIL INFORMATION: Planning Commission Minutes 01/09/2017, Baseball Site Plan, Parking Ordinance**

    Documents:

    PLANNINGCOMMMINUTES010917.PDF

BASEBALLSITEPLAN.PDF
PARKINGORD.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.

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:	1/17/17	Requested By:	City Council

Desired Action of City Council:

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

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

Agenda Item: Public Input & Discussion on Recycling Contract Proposal

Explanation/Background of Agenda Item Requested:

The Council has requested time set aside at the beginning of the agenda to take input and discuss the recycling contract bid proposals. The discussion will be limited to 30 minutes maximum, and the regular City Council meeting will start as soon as the discussion has concluded.

Included with the packet was the revenue figures presented by Dependable as well as the online comments received prior to 1/11/17 regarding the discussion item.

BID TABULATION FOR CURBSIDE RECYCLING CITY PROJECT #2017-2
BID OPENING: 12/15/16 - 1:30 PM, CITY HALL, MITCHELL, SOUTH DAKOTA

	Petrik Sanitation Inc. 40525 254th St. Mitchell, SD 57301	Dependable Sanitation Inc. P.O. Box 378 Aberdeen, SD 57401		Dependable Recycling Box 378 Aberdeen, South Dakota 57402-0378 2014 BID
Base Bid for Curbside Recycling as defined: 1. Lump Sum Bid	$ 25,852.00 month $ 310,224.00 year	$ 23,800.00 month $ 285,600.00 year	$_____month $_____year	$ 19,880 /month $ 238,560 /year
ALTERNATE BID A: Single Stream for Residential (Communal Containers maybe used for Apartments) 2A. Lump Sum Bid	$ 24,166.00 month $ 289,992.00 year	$ NO BID $ NO BID	$_____month $_____year	No Bid /month $ No Bid/year
ALTERNATE BID B: Institutional Generator Service as broadly defined				
B-3 Each 3 C.Y. container per 3 c.y. container per month with weekly pickup	$ 4.80/per 3 c.y. cont per month w/weekly pickup	$ 65.00 /per 3 c.y. cont per month w/weekly pickup	$ _____ /per 3 c.y. cont per month w/weekly pickup	

Prepared by Deb Hanson-Sudbeck

Profit and Loss for Mitchell Recycling

2004 - $ 19,752.79

2005 - $ (31,768.50)

2006 - $ (42,750.00)

2007 - $ (21,050.84)

2008 - $ 41,175.16

$(34,641.39) 5 year loss $ (577.35) per month loss

2009 - $ (31,138.32)

2010 - $ 15,333.04

2011 - $ 36,543.68

2012 - $ (12,362.93)

2013 - $ (30,306.37)

$ (21,930.90) 5 year loss $ (365.51) per month loss

2014 - $ (37,378.39)

2015 - $ (25,709.45)

2016 - $ (83,866.33)

$ (146,954.17) 3 year loss $ (4,820.06) per month loss

Gross Revenues from sale of Recyclables

2008 - $138.882.00

2009 - $121,000.00

2010 - $103,975.00

2011 - $139,741.00

2012 - $105,317.00

2013 - $109,003.00

2014 - $106,384.00

2015 - $89,945.00

2016 - $70,813.00

49% decrease in revenue approx. $5,901.00 per month

The volume of material collected has increased to a record 1206 tons last year an increase of 17.7% over the previous year

Wages paid by Dependable to Mitchell employees

2010 - $171,118.31

2011 - $173,416.75

2012 - $181,470.98

2013 - $185,726.45

2014 - $196,447.55

2015 - $210,621.29

2016 - $216,820.00

Per month wages of $18,068.00 to manager and 10 employees

Date Submitted	1/7/2017
City Council issue that you are commenting on:	Recyclimg
Comment for City Council:	Dependable is a joke. Equipment in horrible condition. They disobey traffic laws on a daily basis. Driving wrong way down a one way, crossing the center to the opposite curb on two way streets or stopping dead center in road.I have pointed this out to Lyndon in the past and he is aware and talked to them. They take corners overly wide causing traffic to swerve to avoid them too. That is how that young man was killed a few years ago in a collision with them. Use our local company!

Date Submitted	1/7/2017
City Council issue that you are commenting on:	Recycling Services
Comment for City Council:	First, I want to say that I am very glad to see Mitchell have a recycling service and I would hate to see it go away completely. However I do think there are a couple of things that could change for the better. When we built our new home in 2008, it was not made clear to me that recycling services were available. When I inquired with the city about it a couple of years later we were told to call someone else to request a bin be brought out. I think it should be made immediately available to people who are activating new water and garbage service or to those transferring into a new home. Especially if you are forced to pay the monthly fee whether you opt to use it or not. As far as the size of container, we fill up our small blue bin within a couple of days, so having the larger 90 gallon container with a lid would be great. We do not recycle much other than cardboard but I could see where it would be a hassle to have to sort everything prior to it being in the bin. Perhaps a new sorting facility in Mitchell would provide for more jobs and better services to the community. I would also be interested to know where you can recycle larger items such as old appliances, TVs and electronics, and things of that nature. I think if we took the time to really plan this out and have good communication between the residents of Mitchell and the city we could make something really good out of this. Thank you for having a place like this online form to give input on issues like this.

Date Submitted	1/8/2017
City Council issue that you are commenting on:	Recycling
Comment for City Council:	The current recycling service is at least something, but if we could find another service that took more items and offered a heavier container, that would not blow away, and comparative pricing, let's go for it.

Date Submitted	1/8/2017
City Council issue that you are commenting on:	Recycling
Comment for City Council:	I am very excited for the prospect of a new vendor to handle the recycling. We have a family of 4 and there are a lot of times we have too much recycling to fit in our bins. I would welcome the larger container not only for the additional space, but it is also covered which would will help in the wind and rain. There are times we currently don't put items out because it is too windy or rainy. You also have to worry about the empty bins blowing away after recycling is picked up. I also feel like Dependable Recycling does not educate the public enough about what they do and do not accept. I have seen them put items they say they accept in our trash bin. I have also come home to boxes stacked on top of our trash that should have been taken by them so now our garbage lid is open and things are blowing down the street. The larger closed containers will eliminate items from ending up on the street or in people's yards. There is also the privacy issue. Everyone who drives by can see what you ate, drank, and bought. Closed containers will help that as well. I hope that you choose Petrik Sanitation for the recycling vendor. I think a larger, closed container will be welcomed by those who do recycle. 90 gallons is probably a bit much but I don't feel that 30-60 would be excessive at all.

Date Submitted	1/9/2017
City Council issue that you are commenting on:	recycling
Comment for City Council:	Please, please use the larger containers that all recycling materials go into. We moved from the Twin Cities where we had that type of recycling program. It was so easy. Now, with the little blue bin, recycling is too difficult and hardly worth the effort. Thanks

Date Submitted	1/11/2017
City Council issue that you are commenting on:	Recycling contract
Comment for City Council:	I'm urging the Mitchell City Council to award the curbside, single-stream recycling contract to Petrik Sanitation of Mitchell. 1. All recyclables may be placed in a container with a lid, picked up and sorted out of town. If any items are rejected during sorting they stay out of town AND out of the Mitchell Regional Landfill. 2. The containers used by the current provider, Dependable Sanitation of Aberdeen, are too small to accommodate larger amounts of recyclables and lack covers which allow the material to be strewn by a strong wind. 3. It's been my experience that a number of plastic items I rinsed and placed in the bin were rejected and ended up in the Mitchell Regional Landfill. That begs the question whether recycling is in fact falling short of expectations in extending the life of the landfill. 4. It's been brought up by council members that a larger container is burdensome to "senior" residents. I'd like to remind the council the same argument was used when the city switched to automated garbage collection and therefore is moot. 5. I do recall a concern brought to the council by Dakota Wesleyan University regarding recycling was met with a less than enthusiastic response from Dependable Sanitation. 6. Recent concerns brought to the city council regarding out of town vendors winning bids over local businesses plays into this contract as well. The current low-bidder for single-stream recycling with larger containers is Petrik Sanitation of Mitchell, versus no bid from Dependable Sanitation of Aberdeen. Here's an opportunity to keep the business local and dollars in our community. 7. I was disturbed by Ward Four Councilor Susan Tjarks comments during the January council meeting where she stated she favored staying with Dependable Sanitation without giving the matter further study. I hope the remainder of the council takes the time to study the issue with an open mind to all opinions and leave out personal bias in making a decision.

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

January 3, 2017
6:30 P.M.

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

ABSENT:

PRESIDING: Mayor Jerry Toomey

AGENDA:

Moved by Smith, seconded by Allen, to amend the Consent Agenda by removing Item f-Gas & Fuel Quotations for consideration on the formal agenda. Motion carried.

Moved by Tjarks, seconded by Robinson, to approve the following items on the consent agenda:

a. City Council Minutes from Prior Meeting.
b. Committee Minutes:
   1. Public Properties Minutes December 19, 2016.
c. Daily Republic as the Official Newspaper for the City of Mitchell 2017.
d. Raffle Permit:
   1. Mitchell Main Street and Beyond with the drawing to be held on May 4, 2017.
e. City/School Election to be held on June 6, 2017.
g. Pay Estimates:
   Pay Estimate #8-Final in the amount of $100,852.92 for 5th Street & Utilities Improvements Project #2016-19 contracted to B&B Contracting Inc., and
   Pay Estimate #1-Final in the amount of $201,899.00 for Motor Grader Project #2016-32 contracted to Butler Machinery.
h. 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 DECEMBER 4, 2016 - PAYROLL DECEMBER 17, 2016: City Council $2,913.84, Mayor $1,212.23, City Administrator $4,434.00, Attorney $3,636.72, Finance $11,765.78, Human Resources $3,031.28, Municipal Building $2,921.00, Information Technology $2,201.52, Police $59,446.13, Traffic $4,010.13, Fire $42,809.02, Street $29,294.42, Public Works $19,573.60, Cemetery $3,254.48, Animal Control $1,475.12, Emergency Medical Services $9,739.82, Library $11,521.19, Recreation & Aquatics $5,365.73, Recreation Center $10,324.52, Sports Complexes $10,908.28, Parks $7,892.87, Supervision

$6,406.56, E911 $21,071.10, RSVP $5,622.77, Palace Transit $17,436.07, $700.00, Nutrition $1,119.89, Water $5,301.65, Water Distribution $7,466.86, Sewer $12,203.12, Airport $3,261.13, Waste Collection $10,260.75, Landfill $8,828.88, Corn Palace $18,675.29, Golf Course $5,023.68.

NEW HIRE (for December 4th, 2016 thru December 17th, 2016).

FIRE/EMS: Glenn Cacaro-15.586.

SALARY ADJUSTMENTS: (for December 4th, 2016 thru December 17th, 2016.

PALACE TRANSIT: Jacque High-$13.897.

POLICE: Brad Buysse-$24.190.

JANUARY 1, 2017 SALARIES:

The following is a listing of the salaries for elected officials and full time employees of the City of Mitchell for the year 2017. Please note that salaries are shown as hourly wages unless the individual fills an exempt position:

COUNCIL: Daniel Allen-$9,541.00, Marty Barington-$9,541.00, Dave Tronnes-$9,541.00, Bev Robinson-$9,541.00, Susan Tjarks-$9,541.00, Maylin Olson-$9,541.00, Steven Rice-$9,541.00, Jeffrey Smith-$9,541.00.

MAYOR: Jerry Toomey-$31,756.00.

ATTORNEY: Justin Johnson-$97,220.57.

CITY ADMINISTRATOR: Stephanie Ellwein-$116,991.43.

FINANCE: Michelle Bathke-$85,915.72, Michele DeVries-$19.71, Sandi Hieb-$20.19, Marilyn Jansen-$19.21, Janice Peterson-$19.94, Cindy Roth-$63,152.19.

PUBLIC WORKS: Corey Beyer-$26.81, Joseph Galpin-$22.55, Deb Hanson-Sudbeck-$19.23, John Hegg-$27.15, Terry Johnson-$79,793.45, Cathy Krall-$19.45, Wade London-$22.01, Tim McGannon-$103,450.67, Neil Putnam-$66,349.27.

HUMAN RESOURCES: Billie Kelly-$84,958.57.

INFORMATION TECHNOLOGY: Andrew Schneider-$28.54.

POLICE DEPARTMENT: Peter Arnold-$25.53, John Badker-$25.54, Andrew Becker-$22.28, Michaella Bolgrean-$23.12, Jackson Brown-$25.22, Bradley

Buysse-$27.14, Ryan Erickson-$30.73, Donald Everson-$72,333.01, Dan Fechner-$25.85, Sawyer Gibson-$22.28, Polly Huber-$19.96, Nicholas Jongeling-$25.22, Dean Knippling-$29.61, Dan Kopfman-$25.54, Mike Koster-$80,790.87, Brian Larson-$25.22, Kelly Loudenburg-$25.22, Ashton Luke-$22.28, Patrick Marler-$25.54, Kyle McLaughlin-$23.12, Patrick Oleson-$25.86, Lyndon Overweg-$104,743.80, Joel Reinesch-$29.24, Terance Reyelts-$28.17, Ryan Thornton-$22.28, Cindy Titze-$19.70, Casey Tegethoff-$24.00, Paul Wilson-$25.54.

ANIMAL CONTROL: Kevin Yeo-$19.22.

TRAFFIC: Dick Figland-$26.18, Joshua Harvey-$19.70.

FIRE DEPARTMENT: Justin Adams-$18.12, Glenn Cacaro-$17.66, Chad Cody-$19.27, Zach Dalrymple-$19.51, Joseph Degen-$19.75, Mark Eliason-$22.35, Douglas Glover-$19.75, Marius Laursen-$60,072.52, Brandon Manchester-$16.20, Paul Morris-$80,790.87, Luke Ruml-$18.12, Shannon Sandoval-$17.88, Thomas Schaffner-$18.35, Eric Schroeder-$16.20, Andrew Shank-$19.27, Scott Tschetter-$16.20, Ben Vanden Hoek-$22.35, Jordan Werner-$16.20, Mark White-$18.12.

EMS: Joseph Dolezal-$19.75, Erika Helleloid-$19.45, Steve Nedved-$22.35, Robert Parker-$19.75, Daniel Pollreisz-$18.12.

STREET: Steve Anderson-$26.81, Jason Dicus-$18.51, John Falk-$18.51, Craig Fuerst-$22.58, Randy Hanten-$22.58, Nathan Hegg-$24.60, Kevin Hughes-$20.96, Jeff Hurt-$19.21, Russell Jones-$19.21, Troy Kokesh-$22.58, David Muck-$22.58, Pam Punt-$19.23, Kevin Roth-$70,515.03, Dale Star-$19.21, Jason Tuttle-$22.30.

CEMETERY: Aaron Willis-$23.12, Scott Ziebart-$19.94.

LIBRARY: Jacqueline Hess-$73,192.54, LaJeane Jons-$21.21, Cynthia Meinen-$23.41, Linda Rishling-$21.21, Sandra Spanos-$25.84, Lori Wagner-$23.70.

RECREATION & AQUATICS: Kevin DeVries-$66,369.50, Jamie Henkel-$25.22.

PARKS: Chad Cowell-$18.51, Dillon Gamber-$18.51, Bradley Gates-$20.69, Cody Pohlen-$18.28, Steven Roth-$60,841.97.

RECREATION CENTER: Todd Cavanaugh-$22.84, Chris Cranny-$18.99, Thomas Gulledge-$24.30, Joseph Haiar-$20.70.

SPORTS COMPLEXES: Brian Anderson-$18.51, Daniel Dobesh-$55,086.23, Jeremy Nielsen-$22.29, Roger Prewett II-$18.51, Tyler Vetch-$18.51.

PARKS, RECREATION & FORESTRY SUPERVISION: Angel DeWaard-$19.45, Nathan Powell-$84,855.03.

RSVP: Amy Hurt-$20.95, Deb Overseth-$20.19, Jessica Pickett-$78,808.34.

PALACE TRANSIT: Scott Brookbank-$16.77, Kent Dicus-$16.77, Patti Goudy-$17.63, Kenyon Graves-$17.19, Wanda Graves-$18.99, JoLynn Hanson-$66,369.50, Jacquelyn High-$16.56, Karol Iburg-$17.19, Jaclyn Larson-$18.51, Einar Petersen-$16.56.

E-911: Mary Aronson-$21.76, Kathy Brink-$22.04, Kyleena Dumas-$21.49, Gerald Fradet-$22.04, Marlene Haines-$72,443.35, Sarah Holzer-$18.29, Dawn Niehoff-$22.04, Sachicko Risseeuw-$18.29, Crystal Schlimgen-$21.49, Ryan Titze-$22.31, Crystal Vansickle-$21.23, Debbie Vaughn-$21.76.

WATER: Richard Pollreisz-$73,192.54, Randall Wittstruck-$24.62.

UTILITIES: Brian Daughters-$22.01, Kerry Plooster-$24.01, Jonathan Rehfeldt-$18.28, Loren Skinner-$26.83, Jon Vermeulen-$73,192.54, Eugene Wagaman-$26.83.

WATER DISTRIBUTION: Karry Baker-$19.21, Tylor Peterson-$26.83, Thomas Schuman-$20.95, Kevin Sibson-$20.70.

AIRPORT: Michael Scherschligt-$27.15.

WASTE COLLECTION: Scott Dey-$20.71, Michael Dufek-$22.30, Lloyd Morrison-$22.58, Scott Phillips-$18.98, David Schulte-$20.71, Troy Sipes-$20.20.

LANDFILL: Megan Davids-$18.29, Clayton Moore-$22.30, Jaylon Tollefson-$25.84, James Zwinger-$22.86.

CORN PALACE: Dennis Geidel-$19.70, Glen Grohmann-$18.28, Kathy Hanks-$16.37, Jeff Hanson-$19.69, Dan McCloud-$25.23, Jeri Mickelson-$58,616.27, Diane Mutziger-$17.64, Scott Schmidt-$76,874.47, Gary Walton-$19.45.

GOLF COURSE: Bryan Moore-$27.15, Kevin Thurman-$81,800.75.

WARRANTS: A & B Business Solutions, Supplies-$7,901.83; A-OX Welding Supply, Rental-$116.71; AAA Collections, Garnishment-$312.20; Adam Fosness, Contract Services-$1,642.50; Adam Schulz, Software-$2,000.00; Advance Auto Parts, Supplies-$21.48; Advanced Entertainment Tec, Repairs-$1,800.00; Ag Systems, Supplies-$1,660.00; AIA, Supplies-$63.66; Al's Engraving, Supplies-$5.25; Alignment X-Perts, Repair-$140.00; Ameripride Services, Supplies-$171.24; Area Steel, Deposit-$1,500.00; Assetworks, Software-$1,000.00; Auto Body Specialties, Supplies-$342.93; Avera Occupational Medicine, Contract Services-$1,194.55; B & B Contracting, 2016-19 P.E. #8 Final-$100,852.92; Bailey Metal Fabricators, Repair-$228.92; Big Daddy D's, Contract Services-

$4,485.00; Bound Tree Medical, Supplies-$245.44; Brown & Saenger, Supplies-$405.98; Building Sprinkler, Repair-$1,984.21; Butler Machinery, Supplies-$202,034.60; C & H Baseball, Supplies-$298.45; Campbell Supply, Supplies-$664.47; Carquest Auto Parts, Supplies-$63.07; Central Electric, Utilities-$1,252.15; Century Link, Utilities-$1,249.79; Charlie's Shoe Repair, Repair-$8.00; CHR Solutions, Utilities-$3,125.33; City of Mitchell, Utilities-$7,040.44; Civicplus, Annual Fee-$6,844.00; Claims Associates, Claim-$5,000.00; Coca Cola Bottling, Supplies-$87.00; Cody Pohlen, Reimbursement-$33.00; Comfort Inn & Suites, Travel-$52.50; County Fair, Supplies-$5.98; Daily Republic, Renewal-$175.00; Dakota Fluid Power, Supplies-$558.60; Dakota Supply Group, Supplies-$1,180.53; Dakota Transit Association, Membership-$210.00; Daktronics, Repairs-$3543.75; Danko Emergency Equipment, Equipment-$3,066.63; Davison Rural Water Systems, Refund-$43.10; Department of Environment & Natural Resources, Renewal-$138.00; Department of Social Services, Child Support-$1,411.53; Diesel Machinery, Supplies-$171.23; Dillon Gamber, Reimbursement-$104.97; Douglas E. Glover, Reimbursement-$100.00; Drake Underground, Deposit-$1,500.00; Dustin's Repair & Auto Salvage, Supplies-$129.98; Eric Hieb, Reimbursement-$58.63; Farmers Alliance, Supplies-$508.43; Farner-Bocken, Supplies-$1,433.84; First Dakota National Bank, Loan Payment-$66,583.82; First National Bank Omaha, Loan Payment-$9,648.26; Forum Communications, Advertising-$1,189.57; FYRA Engineering, Lake Development-$1,170.00; Gaylen's Homegrown Popcorn, Supplies-$400.00; Great Lakes Higher Education, Garnishment-$210.79; Great Western Bank, Loan Payment-$215,308.18; Great Western Tire, Supplies-$1,319.46; Hank Kor, Supplies-$400.00; Harve's Pro Prints, Supplies-$802.41; HD Supply Waterworks, Supplies-$1,276.19; Honda of Mitchell, Supplies-$21.90; Independent Viking Glass, Supplies-$337.00; Integrity Transcription, Transcribing Service-$334.80; Intellipro Security, Supplies-$998.75; Interstate Glass & Door, Supplies-$4,735.00; Interstate Office Products, Supplies-$395.92; James D. Taylor, Service-$819.00; JCL Solutions, Supplies-$267.35; JD Enterprises, Repairs-$6,100.00; Jessica Pickett, Travel-$176.14; Johnson Controls, Repairs-$3,650.84; Jones Supplies, Supplies-$405.68; Joshua D. Rempfer, Supplies-$999.01; Justice Fire & Safety, Alarm Service-$153.06; Kim Burg, Reimbursement-$7.17; Kimball-Midwest, Supplies-$183.00; King Outdoor Enterprises, Supplies-$3,049.80; Krohmer Plumbing, Repair-$90.65; Lakeview Veterinary Clinic, January Rent-$722.72; Larry Jirsa, Supplies-$82.50; Leads Online, Renewal-$2,148.00; LSC Environmental Product, Supplies-$9,815.25; M3 Contracting, Deposit-$1,500.00; Make It Mine Designs, Supplies-$175.60; Maximum Solutions, Website-$250.00; MC&R Pools, Supplies-$1,421.00; McFarland Supply, Supplies-$14.42; McLeod's Printing, Supplies-$6,351.56; Mega Gymnastics, Sports Authority Promotion-$1,000.00; Menard's, Supplies-$1,114.17; Meridian Grain, Supplies-$1,659.38; Meyers Oil, Supplies-$697.83; Microsoft, Software-$687.50; Midwest Turf & Irrigation, Supplies-$5,785.00; Mitchell Area Convention Visitors Bureau, Special Olympics-$3,500.00; Mitchell Area Networking, Travel-$585.00; Mitchell Concrete Product, Supplies-$592.25; Mitchell Iron & Supply, Repair-$568.83; Mitchell Plumbing & Heating, Repairs-

$81.38; Mitchell School District, Utilities-$1,386.53; Mitchell Technical Institute, Stagehands-$1,000.00; Mitchell Telecom, Utilities-$68.37; Mitchell United Way, United Way Deductions-$218.67; Morris Equipment, Supplies-$2,100.32; Mueller Lumber, Supplies-$88.37; Muth Electric, Supplies-$11,662.56; Napa Auto Parts, Supplies-$107.46; Neve's Uniforms, Supplies-$195.64; Newman Traffic Signs, Supplies-$8,244.57; Northwestern Energy & Communications, Utilities-$22,897.49; OPG3, Laserfische-$6,468.00; Photography Unlimited, Contract Services-$900.00; Pro-Build, Supplies-$476.13; Productivity Plus Account, Supplies-$116.85; Puetz, Deposit-$1,000.00; Qualified Presort, Mailing Service-$534.22; Rausch, Sturm, Israel, Enerson & Hornik, Garnishment-$161.48; Rolyan Buoys, Supplies-$3,670.00; Romeo Entertainment Group, Travel-$100.00; Ron's Saw Sales, Supplies-$682.92; S & M Printing, Supplies-$48.00; Sanitation Products, Supplies-$408.62; South Dakota Association of Code Enforcement, Dues-$40.00; South Dakota Building Officials, Dues-$50.00; South Dakota City Management Association, Dues-$150.00; South Dakota Department of Health, Lab-$238.00; South Dakota Governmental Finance officers, Dues-$70.00; South Dakota Governmental Human Resources, Dues-$25.00; South Dakota Municipal Attorney, Dues-$35.00; South Dakota Municipal League, Dues-$7,819.83; South Dakota Municipal Street Maintenance, Dues-$35.00; South Dakota Police Chiefs, Dues-$232.72; South Dakota Retailers Association, Membership-$300.00; South Dakota Retirement System, South Dakota Retirement Systems-$45,152.03; South Dakota-Supplemental Retirement, Supplemental Retirement-$3,416.66; South Dakota-Supplemental Roth 457, Roth 457 Contributions-$300.00; South Dakota Water & Wastewater, Renewal-$40.00; Sheehan Mack Sales & Service, Parts-$3,502.53; Shopko Stores, Supplies-$91.93; Sign Pro, Supplies-$77.10; Sioux Falls Two-Way Radio, Supplies-$3,317.74; State Bar of South Dakota, Dues-$290.00; State Disbursement Unit, Child Support-$200.00; Sterling Codifiers, 2017 Hosting Fee-$500.00; Sturdevant's Auto Parts, Supplies-$1,573.06; Tessier's, Repairs-$2,512.53; Three D Security, Repair-$639.00; Thune True Value Hardware, Supplies-$92.77; TK Electric, Supplies-$117.50; TMA Stores, Repairs-$1,448.68; Tractor Supply Credit Plan, Supplies-$54.99; Traffic Control, Supplies-$1,872.00; True North Steel, Supplies-$9,581.00; Tyler Technologies, 2017 Maintenance-$17,266.54; Tyler Vetch, Supplies-$40.47; Ultramax, Supplies-$2,150.00; Uncle Roy & The Boys, Entertainment-$150.00; United Rotary Brush, Supplies-$621.11; United Parcel Services, Supplies-$37.11; United Parcel Services Store #4227, Shipping-$14.40; Variety Foods, Supplies-$259.91; Verizon Wireless, Utilities-$546.21; Vern Eide Chevrolet Buick, Supplies-$351.90; Village Bowl, Sports Authority Promotion-$1,000.00; Walmart, Supplies-$274.47; Well Beats, Software-$199.00; Wheelco Brake & Supply, Supplies-$21.81; Wholesale Electronics, Supplies-$23.94; City of Mitchell, Health Insurance-$208,152.00; The City of Mitchell, Health Insurance-$173,283.00; Wells Fargo, Sales Tax Revenue Bonds, Series 2013-$618,926.25; Wells Fargo, Sales Tax Revenue Bonds, Series 2012-$122,968.75; Wells Fargo, B-Y Water Pipeline-$722,618.75; South Dakota State Treasurer, Sales Tax-$11,563.30.

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

CONSIDER APPROVAL:

Discussion took place with City Council members concerning the Gas & Fuel Quotations. Tom Meyers, Meyers Oil questioned the bidding process that the City of Mitchell uses for quoting fuel bids. City Attorney Justin Johnson said that under state law it is not permitted to award the bids to vendors that would match the lower price quotes.

Recently Country Pride Cooperative was unable to fulfill their fuel quotation with the City of Mitchell due to a shortage of fuel in the area. The City Council would like further discussion in the future.

Moved by Robinson, seconded by Rice, to approve Item "f" with Allen voting nay. Motion carried.

f. Gas & Fuel Quotations:

Meyers Oil	Requested Gallons	Bid Gallons	Price per Product	Total Bid
On Road Diesel-#2	1,300	1,300	$1.9780	$ 2,571.40
On Road Diesel-#1	1,300	1,300	$2.3265	$ 3,024.45
Unleaded Gas -10% Ethanol	4,900	4,900	$1.9360	$ 9,486.40
			Total Bid:	$15,082.25

Country Pride	Requested Gallons	Bid Gallons	Price per Product	Total Bid
On Road Diesel-#2	1,300	1,300	$1.986	$ **2,581.80***
On Road Diesel-#1	1,300	1,300	$2.227	$ **2,895.10***
Unleaded Gas -10% Ethanol	4,900	4,900	$1.941	$ **9,510.90***
			Total Bid:	**$14,987.80***

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

CITIZENS INPUT:

Council Member Jeffrey Smith congratulated Chief of Public Safety Lyndon Overweg for the Daily Republic's Person of the Year award. Smith commended Overweg for his hard work and fantastic job that he does for the community and the City of Mitchell.

COMMITTEE MEETING:

Traffic:

The Traffic Commission met on January 3rd, 2017 at 6:30 p.m. The Committee approved a request from Dan Muck with the Mitchell School District for a bus parking only area in the 1300 block of North Kimball on the west side of the street to accommodate bus loading and unloading.

Moved by Allen, seconded by Rice, to approve the committee report. Motion carried.

CONSIDER APPROVAL

Moved by Tjarks, seconded by Olson, to approve the Official Depositories for the City of Mitchell for 2017. Motion carried with Smith abstaining.

AWARD BID:

Discussion took place on the awarding of the Curbside Recycling bid. Public Works Director Tim McGannon recommended switching to the automated single-stream recycling with larger containers from Petrik Sanitation Inc. The recycling contract would be a 3-year contract in the amount of $289,992.00 with the recommended proposal. City Administrator Stephanie Ellwein suggested the item be discussed during a City of Mitchell work session at the next City Council meeting. Moved by Tronnes, seconded by Robinson, to table the bid for further discussion until the next City Council meeting. Motion carried.

RESOLUTION:

Moved by Rice, seconded by Olson, to adopt Resolution #R2017-01, Resolution of Intent Regarding Airport Terminal Lease as follows:

RESOLUTION NO. R2017-01

A RESOLUTION OF INTENT TO ADOPT THE PROPOSED LEASE AGREEMENT REGARDING THE FORMER MITCHELL AIRPORT TERMINAL BUILDING.

WHEREAS the City of Mitchell has been in discussions with Dakota Flight Center, LLC regarding the lease of the former Mitchell Airport Terminal Building for the purposes of operating a flight school and other aviation-related operations; and

WHEREAS South Dakota State law, under SDCL 9-12-5.2, requires that, for a lease of this nature, the City Council first adopt a Resolution of Intent and hold a hearing on the matter, after providing proper notice of such hearing;

THEREFORE, be it resolved by the Mitchell City Council that such hearing shall be held on the Proposed Lease Agreement at the regular City Council Meeting on Monday, February 6, 2017 at 6:30 P.M. in the City Council Chambers at 612 N Main, at which time interested parties may appear and be heard as provided by law. The City shall cause notice of hearing to be published once not less than ten (10) days prior to the hearing. Following the hearing, the City Council may take whatever action it deems appropriate regarding the Proposed Lease Agreement.

Motion carried and resolution declared duly adopted.

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

Michelle Bathke

Michelle Bathke
Finance Officer

Published once at the approximate cost of _____.

CITY OF MITCHELL
CITY PLANNING COMMISSION
MINUTES, November 28, 2016

Chairman Larson called the November 28, 2016 planning commission meeting to order at 12:00 pm in the Council Chambers, City Hall, Mitchell, SD.

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

Members Absent: Fergen

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

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

Approval of Minutes: Motion by Molumby, seconded by Griffith to approve the minutes of the November 14, 2016 meeting. All members present voting aye, motion carried.

Next Meeting: Motion by Everson, seconded by Schmucker to schedule the next meeting for December 12, 2016. All members present voting aye, motion carried.

Conditional Use/Plan Approval in HB District:
West Havens Storage has applied for a conditional use permit for construction of self-service storage facility buildings at 1522 W Havens, legally described as the E 140' of Irregular Tract 4A located in the SW ¼, Section 21, T 103 N, R 60 W of the 5th P.M., less PE-1, Platted Various, City of Mitchell, Davison County, SD.T.

Johnson and Putnam indicated they have had conversations with the applicants and SPN about the commission's request for a drainage plan. The plan has not been prepared. Motion by Everson, seconded by Molumby to table the application until a plan is submitted. All members present voting aye, motion carried.

Conditional Use:
Brianna Blom (applicant) and Curtis and Sandra Melor have applied for a conditional use permit to operate a family residential child care center in the applicant's home at 912 E 7th Ave, legally described as Lot 14, Block 1, F.M. Greene's Addition, City of Mitchell, Davison County, SD. Zoned R2.

The applicant was not present. No one testified in opposition of the application. No written comments were submitted. The applicant has passed a fire inspection. Letters to the neighbors were sent on November 16, 2016 and the public notice was published in the *Mitchell Daily Republic* on November 17 & 23, 2016.

Motion by Molumby, seconded by Griffith to recommend the Board of Adjustment approve the application with two conditions: 1) the permit is non-transferable 2) if the operation ceases for a period of 6 months or longer, then a new application is required. All members present voting aye, motion carried.

Other Business: Putnam reminded the commission that sometime after the year, we will review the zoning code and recommend possible changes. No action taken.

Chairman Larson adjourned the meeting at 12:10 pm.

Chairman

01-09-17
Date

TRAFFIC COMMISSION
MINUTES
612 North Main
Mitchell SD 57301
January 3rd, 2017

Chairman Lyndon Overweg called the meeting of the Traffic Commission for the City of Mitchell to order at 6:30pm on Tuesday, January 3rd, 2017 in the Mitchell City Council Chambers.

PRESENT

Chairman Lyndon Overweg	Councilperson Jeff Smith	Councilperson Dave Tronnes
Councilperson Dan Allen	Councilperson Steve Rice	Assistant Chief Koster

PRESENT
Ex-officio Dick Figland

AGENDA

Chairman Overweg requested approval of the **Agenda** for this meeting January 3rd, 2017. Councilperson Allen made a motion to approve the agenda. Councilperson Smith seconded the motion with all members voting aye.

NEW BUSINESS

1. **Dan Muck from Mitchell School District requests to create a bus parking only area in the 1300 block of North Kimball on the West side of the street to accommodate bus loading and unloading. See attached map for specific details.**

Chief Overweg informed members that this request could be accomplished with signage that would cost approximately $30.00. The signage would read as “Bus Parking Only – Monday – Friday”. This would mean no parking at all during the day Monday through Friday. There is only one parking space in this location.

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

ADJOURNMENT
Councilperson Rice made a motion to adjourn the meeting at 6:32pm. Councilperson Tronnes seconded the motion with all members voting aye.

The next Traffic Commission meeting is scheduled for Tuesday, January 17th, 2017. The time will be announced at a later date.

Minutes prepared by Cindy Titze.

CASH BALANCES REPORT

AS OF: DECEMBER 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	20,539,752.03	(18,208,021.40)	6,239,011.23	2,331,730.63
101-1044 INVESTMENT-FIT	97,766.51	0.78	(97,764.86)	2.43	(97,764.08)
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	(44,551.00)	688,049.83	(44,551.00)
101-1512 INVESTMENTS - WELLS FARGO	0.00	0.00	0.00	0.00	0.00
TOTAL 101-GENERAL	8,593,089.84	(20,636,152.81)	(18,650,337.26)	10,578,905.39	1,985,815.55
PARK FUND					
201-102 CASH CHANGE	510.00	0.00	0.00	510.00	0.00
201-104 CASH IN INT BEARING ACCTS	255,126.20	3,199,264.36	(3,068,279.16)	386,111.40	130,985.20
201-107 RESTRICTED CASH	0.00	0.00	0.00	0.00	0.00
TOTAL 201-PARK FUND	255,636.20	(3,199,264.36)	(3,068,279.16)	386,621.40	130,985.20
ENTERTAINMENT TAX					
211-104 CASH IN INT BEARING ACCTS	163,966.75	795,216.74	(673,169.89)	286,013.60	122,046.85
211-107 RESTRICTED CASH-BONDS	0.00	0.00	0.00	0.00	0.00
TOTAL 211-ENTERTAINMENT TAX	163,966.75	(795,216.74)	(673,169.89)	286,013.60	122,046.85

CASH BALANCES REPORT

AS OF: DECEMBER 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	868,363.85	(838,579.36)	364,514.37	29,784.49
TOTAL 214-E-911 EMERGENCY	334,729.88	(868,363.85)	(838,579.36)	364,514.37	29,784.49
SPECIAL ASSESS REVOLVING					
216-104 CASH IN INT BEARING ACCTS	127,942.45	25,224.23	0.00	153,166.68	25,224.23
TOTAL 216-SPECIAL ASSESS REVOLVING	127,942.45	(25,224.23)	0.00	153,166.68	25,224.23
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	1,024,656.74	(1,014,678.82)	947,516.56	9,977.92
TOTAL 218-COMMUNITY SERVICES	937,538.64	(1,024,656.74)	(1,014,678.82)	947,516.56	9,977.92
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	315,959.55	(291,578.98)	325,902.55	24,380.57
TOTAL 219-NUTRITION	301,546.98	(315,959.55)	(291,578.98)	325,927.55	24,380.57
LIBRARY FINES FUND					
226-104 CASH IN INT BEARING ACCTS	42,864.30	32,737.95	(9,643.48)	65,958.77	23,094.47
TOTAL 226-LIBRARY FINES FUND	42,864.30	(32,737.95)	(9,643.48)	65,958.77	23,094.47
DEBT SER-TID #5 IVERSON					
302-104 CASH IN INT BEARING ACCTS	5,408.36	60,348.29	(46,517.70)	19,238.95	13,830.59
TOTAL 302-DEBT SER-TID #5 IVERSON	5,408.36	(60,348.29)	(46,517.70)	19,238.95	13,830.59
DEBT SER-TID #7 WSTWD ADD					
303-104 CASH IN INT BEARING ACCTS	57,889.13	154,772.49	(149,076.49)	63,585.13	5,696.00
TOTAL 303-DEBT SER-TID #7 WSTWD ADD	57,889.13	(154,772.49)	(149,076.49)	63,585.13	5,696.00
DEBT SER-TID #8 CONF CTR					
304-104 CASH IN INT BEARING ACCTS	33,019.57	220,380.94	(51,701.16)	201,699.35	168,679.78
TOTAL 304-DEBT SERV-TID #8-HIGHLAND	33,019.57	(220,380.94)	(51,701.16)	201,699.35	168,679.78
DEBT SERV-TID #9 VANTAGE					
305-104 CASH IN INT BEARING ACCTS	0.00	73,286.78	(73,286.78)	0.00	0.00
TOTAL 305-DEBT SERV-TID #9-VANTAGE	0.00	(73,286.78)	(73,286.78)	0.00	0.00
DEBT SERV-TID #10 MADC					
306-104 CASH IN INT BEARING ACCTS	166,385.94	193,368.50	(263,070.19)	96,684.25	(69,701.69)
TOTAL 306-TID #10-MADC BUSIN PARK	166,385.94	(193,368.50)	(263,070.19)	96,684.25	(69,701.69)

CASH BALANCES REPORT

AS OF: DECEMBER 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	76,092.74	(76,092.74)	0.00	0.00
TOTAL 307-TID #13-MTI SOUTH CAMPUS	0.00	(76,092.74)	(76,092.74)	0.00	0.00
TID #14 - PEPSI WIS-PAK					
308-104 CASH IN INT BEARING ACCTS	0.00	50,032.90	(48,190.84)	1,842.06	1,842.06
TOTAL 308-TID #14 - PEPSI WIS-PAK	0.00	(50,032.90)	(48,190.84)	1,842.06	1,842.06
TID #15 - PROBUILD					
309-104 CASH IN INT BEARING ACCTS	1,259.68	56,280.56	(57,540.24)	0.00	(1,259.68)
TOTAL 309-TID #15 - PROBUILD	1,259.68	(56,280.56)	(57,540.24)	0.00	(1,259.68)
TID #16 - INNOVATIVE SYS					
310-104 CASH IN INT BEARING ACCTS	13,741.07	14,875.01	(11,868.57)	16,747.51	3,006.44
TOTAL 310-DEBT SERV-TID #16-INNOVAT	13,741.07	(14,875.01)	(11,868.57)	16,747.51	3,006.44
TID #17 - WOODS ADDITION					
311-104 CASH IN INT BEARING ACCTS	18,318.10	69,606.00	(55,764.51)	32,159.59	13,841.49
TOTAL 311-DEBT SERV-TID #17-WOODS	18,318.10	(69,606.00)	(55,764.51)	32,159.59	13,841.49
TIE #18 - STARLITE ESTAT					
312-104 CASH IN INT BEARING ACCTS	0.00	74,935.82	(69,518.27)	5,417.55	5,417.55
TOTAL 312-TID #18-STARLITE ESTATES	0.00	(74,935.82)	(69,518.27)	5,417.55	5,417.55
TID #19 - ANTACH/MHA					
313-104 CASH IN INT BEARING ACCTS	1,807.58	13,629.92	(12,438.81)	2,998.69	1,191.11
TOTAL 313-TID #19 ANTACH/MHA	1,807.58	(13,629.92)	(12,438.81)	2,998.69	1,191.11
TID #20 - MORRIS					
314-104 CASH IN INT BEARING ACCTS	7,573.87	0.00	(7,573.87)	0.00	(7,573.87)
TOTAL 314-TID #20-MORRIS	7,573.87	0.00	(7,573.87)	0.00	(7,573.87)
TID #21 - HOHN ENTERPR.					
315-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 315-TID #21 HOHN ENTERPRISES	0.00	0.00	0.00	0.00	0.00
TID #22 - KUSTOM CYCLES					
316-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 316-TID#22-KUSTOM CYCLES	0.00	0.00	0.00	0.00	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

CASH BALANCES REPORT

AS OF: DECEMBER 31ST, 2016

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
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
PRO-BUILD - TID #15					
531-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 531-PRO-BUILD - TID #15	0.00	0.00	0.00	0.00	0.00
LIBRARY RENOVATION PROJ					
532-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 532-LIBRARY RENOVATION PROJ	0.00	0.00	0.00	0.00	0.00
MAC ADDITION PROJECT					
533-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 533-MAC ADDITION PROJECT	0.00	0.00	0.00	0.00	0.00
STARLITE ESTATES TID #18					
534-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 534-STARLITE ESTATES TID #18	0.00	0.00	0.00	0.00	0.00
WOODS ADDITION TID #17					
535-104 CASH IN INT BEARING ACCTS	0.00	43,438.14	(43,438.14)	0.00	0.00
TOTAL 535-WOODS ADDITION-TID #17	0.00	(43,438.14)	(43,438.14)	0.00	0.00
ANTACH/MHA-TID #19					
536-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 536-ANTACH/MHA-TID #19	0.00	0.00	0.00	0.00	0.00
INDOOR SWIMMING POOL					
537-104 CASH IN INT BEARING ACCTS	5,558,880.00	509,214.52	(442,205.36)	5,625,889.16	67,009.16
TOTAL 537-INDOOR SWIMMING POOL	5,558,880.00	(509,214.52)	(442,205.36)	5,625,889.16	67,009.16
INNOVATIVE SYSTEMS #16					
538-104 CASH IN INT BEARING ACCTS	0.00	0.00	0.00	0.00	0.00
TOTAL 538-INNOVATIVE SYSTEMS-TID 16	0.00	0.00	0.00	0.00	0.00
KUSTOM CYCLES-TID #22					
539-104 CASH IN INT BEARING ACCTS	0.00	100,943.05	(100,943.05)	0.00	0.00
TOTAL 539-KUSTOM CYCLES-TID #22	0.00	(100,943.05)	(100,943.05)	0.00	0.00

CASH BALANCES REPORT

AS OF: DECEMBER 31ST, 2016

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
WATER					
602-104 CASH IN INT BEARING ACCTS	1,206,384.22	3,138,051.49	(3,139,771.90)	1,204,663.81	(1,720.41)
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	(3,138,051.49)	(3,139,771.90)	1,254,663.81	(1,720.41)
SEWER					
604-104 CASH IN INT BEARING ACCTS	730,789.61	2,140,076.79	(2,431,394.14)	439,472.26	(291,317.35)
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	124,554.00	0.00	448,875.59	124,554.00
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	(2,264,630.79)	(2,431,394.14)	968,347.85	(166,763.35)
AIRPORT					
606-104 CASH IN INT BEARING ACCTS	165,083.85	336,657.42	(335,320.02)	166,421.25	1,337.40
TOTAL 606-AIRPORT	165,083.85	(336,657.42)	(335,320.02)	166,421.25	1,337.40
SANITATION					
612-102 CASH CHANGE	300.00	0.00	0.00	300.00	0.00
612-104 CASH IN INT BEARING ACCTS	2,232,380.12	2,371,120.33	(1,931,786.72)	2,671,713.73	439,333.61
612-1041 LANDFILL CLOSURE RESERVES	0.00	0.00	0.00	0.00	0.00
612-1042 MRLF CLOSURE/POST CLOSURE RESE	0.00	0.00	0.00	0.00	0.00
612-1043 MRLF CELL CONSTRUCTION RESERVE	0.00	0.00	0.00	0.00	0.00
612-1046 INVESTMENT FOR LF POST-CLOSURE	576,354.33	9,666.78	0.00	586,021.11	9,666.78
612-1047 INVESTMENT FOR MRLF CL/POST-C	353,406.28	55,003.34	0.00	408,409.62	55,003.34
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	(2,435,790.45)	(1,931,786.72)	3,694,384.46	504,003.73
CORN PALACE					
613-102 ATM CASH CHANGE	10,000.00	0.00	0.00	10,000.00	0.00
613-1021 CASH CHANGE	6,620.00	0.00	0.00	6,620.00	0.00
613-104 CASH IN INT BEARING ACCTS	389,145.13	1,549,668.07	(2,026,831.04)	(88,017.84)	(477,162.97)
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	(57,416.00)	210,670.00	(57,416.00)
613-1073 DESIGNATED FOR CAPITAL IMPROVE	19,605.54	10,338.40	0.00	29,943.94	10,338.40
TOTAL 613-CORN PALACE	693,456.67	(1,560,006.47)	(2,084,247.04)	169,216.10	(524,240.57)

CASH BALANCES REPORT

AS OF: DECEMBER 31ST, 2016

	BEGINNING CASH BALANCE	YEAR-TO-DATE RECEIPTS	YEAR-TO-DATE DISBURSEMENT	ENDING BALANCE	INCREASE/ (DECREASE)
GOLF COURSE					
614-104 CASH IN INT BEARING ACCTS	39,633.50	402,885.68	(419,148.37)	23,370.81	(16,262.69)
614-1052 CERTIFICATES OF DEPOSIT	0.00	0.00	0.00	0.00	0.00
TOTAL 614-GOLF COURSE	39,633.50	(402,885.68)	(419,148.37)	23,370.81	(16,262.69)
HEALTH INSURANCE					
652-104 CASH IN INT BEARING ACCTS	528,232.85	2,939,751.37	(2,427,690.83)	1,040,293.39	512,060.54
652-107 RESTRICTED CD'S	0.00	0.00	0.00	0.00	0.00
TOTAL 652-HEALTH INSURANCE	528,232.85	(2,939,751.37)	(2,427,690.83)	1,040,293.39	512,060.54
AGENCY FUNDS					
700-104 CASH IN INT BEARING ACCTS	11,589.83	926,818.40	(938,408.23)	0.00	(11,589.83)
700-1041 BID DEPOSITS	6,750.10	23,600.00	(14,500.00)	15,850.10	9,100.00
700-10411CORN PALACE GAMES	9,129.97	206,622.62	(205,307.66)	10,444.93	1,314.96
700-1042 REVENUE FOR STATE	8,359.23	104,816.35	(104,547.08)	8,628.50	269.27
700-10423FRINGE BENEFITS	6,595.85	61,560.69	(61,657.90)	6,498.64	(97.21)
700-1044 PARKS & RECREATION	33,028.71	66,574.60	(65,776.02)	33,827.29	798.58
700-1045 MCSF ROUND-UP	625.59	2,337.71	(1,857.32)	1,105.98	480.39
700-1046 JVCC	1.46	3,749.25	(3,692.41)	58.30	56.84
700-1050 PUBLIC SAFETY-DARE	2,070.79	0.00	(412.70)	1,658.09	(412.70)
TOTAL 700-AGENCY FUNDS	78,151.53	(1,396,079.62)	(1,396,159.32)	78,071.83	(79.70)
SPECIAL ASSESSMENT-710					
710-104 CASH IN INT BEARING ACCTS	413,082.62	110,543.62	(157,033.87)	366,592.37	(46,490.25)
TOTAL 710-SPECIAL ASSESSMENT-710	413,082.62	(110,543.62)	(157,033.87)	366,592.37	(46,490.25)
2005 STREET CONST					
720-104 CASH IN INT BEARING ACCTS	74.73	11,846.60	(11,915.35)	5.98	(68.75)
TOTAL 720-2005 STREET CONST	74.73	(11,846.60)	(11,915.35)	5.98	(68.75)
2011 STREET CONST					
724-104 CASH IN INT BEARING ACCTS	249,999.56	107,413.92	(49,379.16)	308,034.32	58,034.76
TOTAL 724-2011 STREET CONSTRUCTION	249,999.56	(107,413.92)	(49,379.16)	308,034.32	58,034.76
MMS&B LOAN PROGRAM					
750-104 CASH IN INT BEARING ACCTS	42,154.00	0.00	0.00	42,154.00	0.00
TOTAL 750-MMS&B LOAN PROGRAM	42,154.00	0.00	0.00	42,154.00	0.00
FLEXIBLE SPENDING ACCT					
753-104 CASH IN INT BEARING ACCTS	6,032.45	87,952.89	(77,252.04)	16,733.30	10,700.85
TOTAL 753-FLEXIBLE SPENDING ACCT	6,032.45	(87,952.89)	(77,252.04)	16,733.30	10,700.85
GRAND TOTAL	24,419,376.25	(43,400,392.21)	(40,516,592.43)	27,303,176.03	2,883,799.78

*** END OF REPORT ***

CITY OF MITCHELL
1ST and 2ND PENNY SALES TAX

QUARTERLY COLLECTION HISTORY

Reported figures reflect actual collections for each one cent of sales tax (double the total collected).

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2002	**3,140,778.19**	2.08%	553,175.32	720,090.58	877,859.80	989,652.49
2003	**3,330,534.03**	6.04%	620,891.35	772,491.26	877,074.05	1,060,077.37
2004	**3,897,139.78**	17.01%	747,647.41	850,221.65	1,010,459.71	1,288,811.01
2005	**4,180,675.16**	7.28%	875,533.35	1,004,393.22	1,085,727.87	1,215,020.72
2006	**4,369,177.22**	4.51%	944,996.30	984,092.37	1,116,408.39	1,323,680.16
				1,929,088.67	3,045,497.06	4,369,177.22
2007	**4,358,967.44**	-0.26%	831,581.64	1,070,086.23	1,167,300.57	1,289,999.00
				1,901,667.87	3,068,968.44	4,358,967.44
2008	**4,591,039.79**	5.32%	939,417.67	1,025,576.61	1,220,980.80	1,405,064.71
				1,964,994.28	3,185,975.08	4,591,039.79
2009	**4,453,158.83**	-3.00%	1,026,792.66	818,283.90	1,312,636.38	1,295,445.89
				1,845,076.56	3,157,712.94	4,453,158.83
2010	**4,742,773.61**	6.50%	1,004,206.79	996,391.49	1,175,091.40	1,567,083.93
			-2.19%	2,000,598.28 +8.41%	3,175,689.68 +0.56%	4,742,773.61 +6.50%
2011	**4,916,440.28**	3.66%	998,091.40	1,176,128.73	1,307,903.85	1,434,316.30
			-0.61%	2,174,220.13 +8.68%	3,482,123.98 +9.67%	4,916,440.28 +3.66%
2012	**5,368,608.63**	9.20%	1,143,164.57	1,218,120.94	1,418,090.62	1,589,232.50
			14.54%	2,361,285.51 +8.60%	3,779,376.13 +8.54%	5,368,608.63 +9.20%
2013	**5,213,186.08**	-2.89%	1,136,426.56	1,191,087.68	1,399,370.45	1,486,301.39
			-0.59%	2,327,514.24. -1.43%	3,726,884.69. -1.41%	5,213,186.08 -2.89%
2014	**5,408,745.24**	3.75%	1,132,139.50	1,177,315.69	1,503,870.05	1,595,420.00
			-0.37%	2,309,455.19. -0.78%	3,813,325.24 2.32%	5,408,745.24 3.75%
2015	**5,560,346.84**	2.80%	1,246,307.22	1,111,031.77	1,542,948.86	1,660,058.99
			10.08%	2,357,338.99 2.07%	3,900,287.85 2.28%	5,560,346.84 2.80%
2016	**5,590,000.00**	-1.59%	1,121,498.95	1,189,015.16	1,640,952.14	1,520,333.89
	Budget		-10.01%	2,310,514.11 -1.99%	3,951,466.25 1.31%	5,471,800.14 -1.59%

CITY OF MITCHELL

1ST & 2ND PENNY SALES TAX

MONTHLY COLLECTION HISTORY

YEAR	BUDGET AMOUNT:	BUDGETED % OF INCREASE:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2002**	3,227,000	3.50	3,140,778.19	2.08		235,739.05	317,436.27	160,813.48	350,805.63	208,471.47	248,244.60	302,934.90	326,680.30	215,794.04	287,815.54	486,042.91	
2003	3,238,222	3.00	3,330,534.03	6.04	55,414.28	319,906.74	245,570.33	210,883.16	275,083.78	286,524.32	256,805.01	322,614.24	297,654.80	369,925.83	196,589.74	493,561.80	
2004x	3,495,000	4.50	3,897,139.78	17.01	32,661.41	364,267.48	350,718.52	256,282.88	340,669.89	253,268.88	300,340.37	375,954.82	334,164.52	278,428.25	443,603.15	566,779.61	
2005x	3,756,000	4.00	4,180,675.16	7.28	191,053.34	200,792.83	483,687.18	266,905.61	277,737.41	459,750.20	281,502.50	437,115.45	367,109.92	353,541.90	389,922.35	471,556.47	
2006x#	4,160,000	3.00	4,369,177.22	4.51	265,239.65	413,014.63	266,742.02	247,736.84	155,461.79	580,893.74	148,987.52	572,960.51	394,460.36	406,269.00	307,530.66	609,880.50	
2007x#	4,450,000	2.50	4,358,967.44	(0.26)		394,603.63	436,978.01	165,443.80	532,520.33	372,122.10	147,000.62	683,644.56	336,655.39	372,405.63	297,586.99	620,006.38	
2008#	4,500,000	1.50	4,591,039.79	5.32	202,264.25	404,049.64	333,103.78	256,037.43	386,069.79	383,469.39	405,549.63	433,931.81	381,499.36	384,137.15	408,027.18	612,900.38	
2009#	4,630,000	1.50	4,453,158.83	(3.00)	278,866.43	354,799.27	393,126.96	254,370.86	394,943.70	168,969.34	549,674.47	361,205.67	401,756.24	433,862.91	338,505.25	523,077.73	
2010^	4,680,000	1.00	4,742,773.61	6.50	268,490.26	356,710.90	379,005.63	334,120.30	338,671.95	323,599.24	497,044.67	458,154.87	219,891.86	500,224.92	524,161.12	542,697.89	
2011+	4,750,000	1.50	4,916,440.28	3.66	250,103.91	365,260.54	382,726.95	412,828.04	393,665.81	369,634.88	432,490.26	545,861.28	329,552.31	385,888.30	469,123.49	579,304.51	
2012	4,975,000	2.50	5,368,608.63	9.20	346,788.91	449,455.86	346,919.80	430,304.87	380,434.30	407,381.77	437,148.87	539,313.62	441,628.13	439,166.07	577,488.90	572,577.53	
2013	5,228,000	2.50	5,213,186.08	(2.89)	284,189.92	465,006.00	387,230.64	362,587.02	351,657.77	476,842.89	352,938.41	534,399.25	512,032.79	374,128.92	529,966.32	582,206.15	
2014	5,375,000	2.00	5,408,745.24	3.75	288,281.34	488,723.56	355,134.60	426,999.34	431,734.62	318,581.73	617,399.39	425,433.42	461,037.24	495,377.71	536,821.64	563,220.65	
2015	5,375,000	0.00	5,560,346.84	2.80	339,858.56	484,146.43	422,302.23	381,710.90	460,723.61	268,597.26	646,185.82	427,106.91	469,656.13	515,639.93	439,824.99	704,594.07	Monthly Total
					339,858.56	824,004.99	1,246,307.22	1,628,018.12	2,088,741.73	2,357,338.99	3,003,524.81	3,430,631.72	3,900,287.85	4,415,927.78	4,855,752.77	5,560,346.84	To Date Total
							1,121,498.95			1,189,015.16			1,640,952.14			1,520,333.89	Quarter Total
2016	5,590,000	4.00	5,471,800.14	(1.59)	262,045.44	454,696.09	404,757.42	457,175.98	427,186.92	304,652.26	636,229.69	495,486.87	509,235.58	491,896.66	386,211.17	642,226.06	Monthly Total
					262,045.44	716,741.53	1,121,498.95	1,578,674.93	2,005,861.85	2,310,514.11	2,946,743.80	3,442,230.67	3,951,466.25	4,443,362.91	4,829,574.08	5,471,800.14	To Date Total
					-22.90%	-13.02%	-10.01%	-3.03%	-3.97%	-1.99%	-1.89%	0.34%	1.31%	0.62%	-0.54%	-1.59%	TO DATE %

CITY OF MITCHELL
ENTERTAINMENT TAX

QUARTERLY COLLECTION HISTORY

	TOTAL:	% INCREASE:	JAN-MAR	APR-JUN	JUL-SEP	OCT-DEC
2002	**457,812.91**	7.98%	69,736.91	88,997.92	150,366.77	148,711.31
2003	**457,320.44**	-0.10%	72,992.44	94,158.58	140,715.23	149,454.19
2004	**494,711.82**	8.18%	81,434.93	95,873.54	150,386.18	167,017.17
				177,308.47	327,694.65	494,711.82
2005	**549,693.20**	11.11%	97,166.30	128,055.06	156,859.33	167,612.51
			19.30%	225,221.36 27.0%	382,080.69 16.6%	549,693.20 11.11%
2006	**586,563.78**	6.70%	96,131.18	109,605.64	156,142.57	224,684.39
			-1.1%	205,736.82 -8.65%	361,879.39 -5.3%	586,563.78 6.7%
2007	**590,185.23**	0.62%	97,137.94	120,755.51	180,254.73	192,037.05
			1.01%	217,893.45 5.9%	398,148.18 10.01%	590,185.23 0.62%
2008	**597,285.01**	1.20%	108,620.07	120,662.45	165,739.26	202,263.23
			11.82%	229,282.52 5.22%	395,021.78 -0.85%	597,285.01 1.20%
2009	**613,011.40**	2.63%	112,007.82	106,931.08	206,211.70	187,860.80
			3.12%	218,938.90 -4.51%	425,150.60 7.62%	613,011.40 2.63%
2010	**664,564.41**	8.40%	120,615.39	126,204.70	191,386.37	226,357.95
			7.68%	246,820.09 12.73%	438,206.46 3.07%	664,564.41 8.40%
2011	**656,532.15**	-1.21%	118,695.00	136,300.85	208,391.15	193,145.15
			-1.61%	254,995.85 3.31%	463,387.00 5.75%	656,532.15 -1.21%
2012	**697,676.11**	6.27%	125,969.05	147,874.96	203,448.99	220,383.11
			6.13%	273,844.01 7.39%	477,293.00 3.0%	697,676.11 6.27%
2013	**691,101.94**	-0.94%	131,955.75	144,977.31	221,211.54	192,957.34
			4.53%	276,933.06 1.13%	498,144.60 4.37%	691,101.94 -0.94%
2014	**725,646.21**	5.00%	135,546.54	142,149.17	225,519.46	222,431.04
			2.72%	277,695.71 0.28%	503,215.17 1.02%	725,646.21 5.00%
2015	**770,673.56**	6.21%	154,511.20	146,311.07	253,959.91	215,891.12
			13.99%	300,822.27 8.33%	554,782.44 10.25%	770,673.56 6.21%
2016	**750,000.00**	2.93%	145,551.59	157,655.63	250,026.46	240,006.49
	Budget		-5.80%	303,207.22 .79%	553,233.68 -.28%	793,240.17 2.93%

CITY OF MITCHELL

3RD PENNY SALES TAX

MONTHLY COLLECTION HISTORY

YEAR	BUDGET AMOUNT:	BUDGETED % OF INCREASE:	TOTAL ACTUAL COLLECTIONS:	ACTUAL % INCREASE:	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
2002	430,000	3.50	457,812.91	7.98		31,347.30	38,389.61	17,679.38	41,898.36	29,420.18	37,466.55	55,233.01	57,667.21	42,552.21	40,454.86	65,704.24	
2003	449,000	4.50	457,320.44	(0.10)	10,815.09	29,879.62	32,297.73	26,394.67	34,355.99	33,407.92	37,382.91	49,378.61	53,953.71	58,029.16	24,837.25	66,587.78	
2004	500,000	4.50	494,711.82	8.18	7,544.08	34,089.38	39,801.47	26,416.29	36,579.88	32,877.37	39,799.78	55,879.56	54,706.84	41,683.10	61,607.58	63,726.49	
2005	512,500	2.50	549,693.20	11.11	14,897.12	25,311.86	56,957.32	36,297.18	37,020.45	54,737.43	29,765.94	69,279.94	57,813.45	48,216.80	54,337.03	65,058.68	
2006	520,000	2.50	586,563.78	6.70	20,945.02	47,703.51	27,482.65	22,250.04	21,322.42	66,033.18	10,737.66	78,768.89	66,636.02	50,378.63	50,531.06	123,774.70	
2007	550,000	2.50	590,185.23	0.62		44,102.56	53,035.38	17,767.98	60,142.22	42,845.31	23,494.71	101,600.47	55,159.55	64,161.07	45,268.35	82,607.63	
2008	606,000	3.50	597,285.01	1.20	22,308.43	44,546.89	41,764.75	32,490.10	41,587.32	46,585.03	45,353.47	64,356.19	56,029.60	43,827.68	75,640.52	82,795.03	
2009	621,000	2.50	613,011.40	2.63	22,851.48	38,584.53	50,571.81	34,668.15	47,827.37	24,435.56	77,976.98	58,288.47	69,946.25	68,167.22	49,813.37	69,880.21	
2010	621,000	2.00	664,564.41	8.40	31,043.18	33,390.75	56,151.46	37,944.29	44,431.40	43,859.01	70,222.72	69,888.47	51,275.18	75,773.49	77,286.38	73,298.08	
2011	633,000	2.00	656,532.15	(1.21)	26,671.51	39,718.12	52,305.37	38,082.17	55,190.54	43,028.14	60,191.20	88,869.14	59,330.81	63,627.23	61,965.11	67,552.81	
2012	685,000	1.50	697,676.11	6.27	35,495.28	50,249.85	40,223.92	53,342.71	41,471.21	53,061.04	66,511.13	70,424.58	66,513.28	78,163.66	70,292.30	71,927.15	
2013	698,000	2.00	691,101.94	(0.94)	39,093.16	45,866.76	46,995.83	46,613.05	43,611.55	54,752.71	59,752.01	73,658.78	87,800.75	58,844.21	66,328.60	67,784.53	
2014	722,000	2.00	725,646.21	5.00	40,589.02	55,025.37	39,932.15	52,364.46	50,247.07	39,537.64	84,347.73	60,746.51	80,425.22	79,444.10	76,788.99	66,197.95	
2015	722,000	0.00	770,673.56	6.21	40,576.25	59,215.80	54,719.15	45,861.63	61,744.01	38,705.69	88,722.32	81,104.74	84,132.85	72,490.69	70,456.90	72,943.53	Monthly Total
					40,576.25	99,792.05	154,511.20	200,372.83	262,116.84	300,822.53	389,544.85	470,649.59	554,782.44	627,273.13	697,730.03	770,673.56	To Date Total
							145,551.59			157,655.63			250,026.46			240,006.49	Quarter Total
2016	750,000	4.00	793,240.17	2.93	41,867.71	51,009.46	52,674.42	63,143.71	49,546.19	44,965.73	86,758.93	77,118.75	86,148.78	89,887.83	68,789.53	81,329.13	Monthly Total
					41,867.71	92,877.17	145,551.59	208,695.30	258,241.49	303,207.22	389,966.15	467,084.90	553,233.68	643,121.51	711,911.04	793,240.17	To Date Total
					3.18%	**-6.93%**	**-5.80%**	**4.15%**	**-1.48%**	**0.79%**	**0.11%**	**-0.76%**	**-0.28%**	**2.53%**	**2.03%**	**2.93%**	TO DATE %

MITCHELL P0LICE DEPARTMENT
ACTIVITY REPORT FOR DECEMBER 2016

	DEC. 2015	DEC. 2016	YEAR TO DATE 2016
CALLS			
Calls for Service (6 Counties)	1306	**1340**	17,976
Case Reports Written (Mitchell only)	262	**235**	3,107
TOTAL CALLS ANSWERED	1568	**1575**	21,083

TRAFFIC STOPS PERFORMED			
Mitchell Police	152	**88**	1912
All other counties	87	**123**	1997
TOTAL TRAFFIC STOPS	239	**211**	3909

ACCIDENTS			
TOTAL ACCIDENTS REPORTED	54	**39**	556

TICKETS ISSUED	146	**108**	1598

WARNING TICKETS ISSUED	109	**37**	1080

PARKING TICKETS ISSUED	194	**227**	551

Lyndon Overweg
Department of Public Safety Chief

December 2016

Mitchell Fire/Rescue

Call Volume by Month

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
2016	47	42	52	42	47	56	68	61	45	51	50	58	**619**
2015	47	49	51	52	48	68	60	41	43	55	44	42	**600**
2014	36	51	45	41	36	44	42	38	56	34	35	36	**494**
2013	45	32	39	28	48	41	35	37	43	50	41	50	**489**
2012	42	43	45	44	68	55	64	58	51	55	39	49	**613**
2011	40	34	39	37	41	46	48	50	52	52	55	50	**544**
2010	45	23	28	46	62	32	40	49	56	44	32	49	**506**
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

December 2016

Mitchell Regional Ambulance

Call Volume by Month

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total
2016	170	150	163	159	126	179	168	174	128	151	151	158	**1877**
2015	164	155	176	160	154	169	189	160	158	175	145	176	**1981**
2014	135	156	155	130	169	168	162	159	162	190	138	174	**1898**
2013	166	135	166	141	140	156	169	154	143	154	147	151	**1822**
2012	161	125	142	126	167	148	155	181	136	170	124	171	**1806**
2011	179	144	172	153	147	129	140	175	164	146	144	158	**1851**
2010	145	135	141	145	176	100	156	178	164	150	111	160	**1761**
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

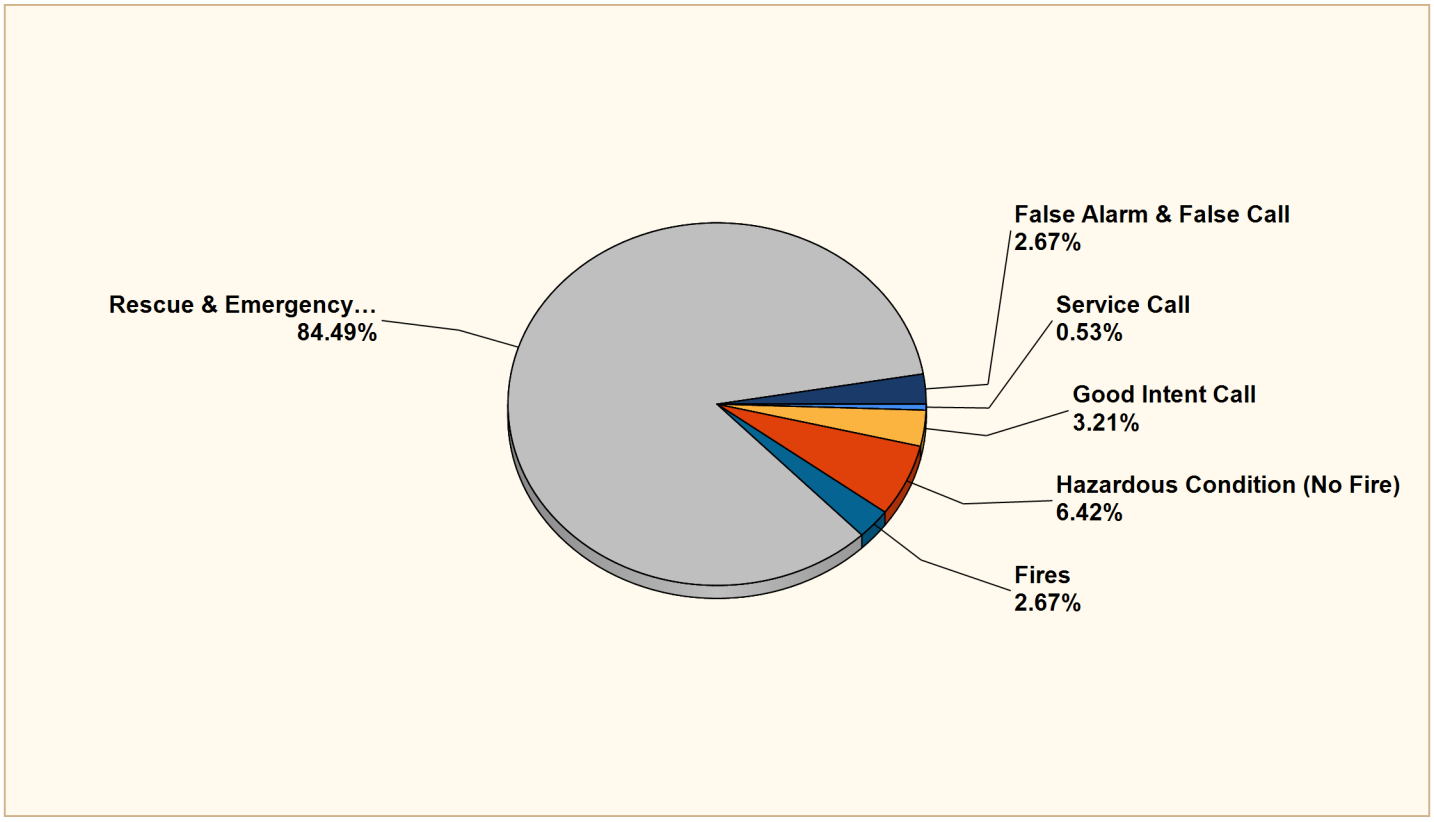
Mitchell Fire & EMS

Mitchell, SD

This report was generated on 1/4/2017 11:55:18 AM

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 12/01/2016 | End Date: 12/31/2016



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	5	2.67%
Rescue & Emergency Medical Service	158	84.49%
Hazardous Condition (No Fire)	12	6.42%
Service Call	1	0.53%
Good Intent Call	6	3.21%
False Alarm & False Call	5	2.67%
TOTAL	187	100.00%

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**
111 - Building fire	2	1.07%
113 - Cooking fire, confined to container	1	0.53%
121 - Fire in mobile home used as fixed residence	1	0.53%
131 - Passenger vehicle fire	1	0.53%
320 - Emergency medical service, other	3	1.60%
321 - EMS call, excluding vehicle accident with injury	149	79.68%
322 - Motor vehicle accident with injuries	5	2.67%
381 - Rescue or EMS standby	1	0.53%
400 - Hazardous condition, other	1	0.53%
412 - Gas leak (natural gas or LPG)	5	2.67%
413 - Oil or other combustible liquid spill	1	0.53%
424 - Carbon monoxide incident	1	0.53%
442 - Overheated motor	1	0.53%
444 - Power line down	1	0.53%
445 - Arcing, shorted electrical equipment	1	0.53%
463 - Vehicle accident, general cleanup	1	0.53%
500 - Service Call, other	1	0.53%
600 - Good intent call, other	6	3.21%
700 - False alarm or false call, other	1	0.53%
710 - Malicious, mischievous false call, other	1	0.53%
731 - Sprinkler activation due to malfunction	1	0.53%
745 - Alarm system activation, no fire - unintentional	2	1.07%
TOTAL INCIDENTS:	**187**	**100.00%**

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

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

Date: January 9, 2017

Code Enforcement is currently monitoring 79 properties within the City of Mitchell.

301 E. 9th property had a motion for scheduling hearing and a court date has been set for April 6th 2017.

The owner of the property at Havens and Foster has been in to talk to the City Attorney, but has not been into my off to discuss any clean up with at this time.

December was a busy month for snow removal. The City of Mitchell clean 91 properties and charged the property owners accordingly.

Wade London | Public Works Dept
City of Mitchell | City Hall
612 North Main Street, Mitchell. SD 57301
605-995-8433 Cell: 605-770-7913
wlondon@cityofmitchell.org

January 9, 2017

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

NO	NAME	ADDRESS	BUILDING	CONTRACTOR	COST	FEE
13748	Navigant	1801 N Main	rework office	Sunkota	$40,100.00	$350.00
13749	Prairieland Prop LLC	1413/1415 W 21st	duplex	Prairieland Prop LLC	$235,800.00	$773.00
13750	Mueller Lumber Co	1625 S Miller	new residence	Mueller Lumber	$150,400.00	$560.00
13751	CJM Twin Home	1421/1423 W 21st	duplex	605 Construction	$274,100.00	$870.00
13752	Wheel Co	1417 E Spruce	addition	Area Steel	$380,500.00	$1,621.00
13753	Top Shop	2420 W Havens	addition	Jesse Hanson Constr	$206,400.00	$1,014.00
13754	Meadowlawn Plaza	200 E 15th	interior remodel	Commonwealth Const	$1,200,000.00	$4,140.00
Total					**$2,487,300.00**	**$9,328.00**

Sincerely

John D Hegg
Building Official

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

Mitchell
SOUTH DAKOTA
Outside expectations

Date: January 17, 2017

To: Mayor and City Council
Re: Building Permits Issued in 2016

TYPE OF BUILDING	NUMBER	VALUATION	PERMIT FEE
New Residential	35	$6,956,454.00	$23,939.00
7-Plex	1	$1,050,000.00	$3,690.00
Duplexes	7	$1,897,675.00	$6,032.00
New Commercial	8	$16,474,295.00	$50,402.00
Residential Additions	46	$610,853.00	$4,240.50
Garages/Sheds	40	$1,683,659.00	$9,685.50
Commercial Additions	24	$4,865,575.00	$21,094.00
Re-roof/Shingle	16	$744,148.00	$3,651.00
Demolitions	8		$60.00
TOTALS	**185**	**$34,282,659.00**	**$122,794.00**

Sincerely,

John D. Hegg
Building Official

December 1, 2016

To: Mayor & City Council
Re:

Date	NAME	ADDRESS	Clean/Salt	COST	Pay winthin 60 Days
12/13/2016	Honermann	108 N. Hunter	Clean	$75.00	$56.25
12/13/2016	Hohn	1008 E. 1st	Clean	$75.00	$56.25
12/13/2016	Riggs	937 E. 1st	Clean	$216.00	$162.00
12/13/2016	Tegethoff	512 E. 1st	Clean	$75.00	$56.25
12/13/2016	Clarke Companies LLC	500 E. 1st	Clean	$75.00	$56.25
12/13/2016	George	108 N. Minnesota	Clean	$96.00	$72.00
12/13/2016	Carlson	809 W. 2nd	Clean	$75.00	$56.25
12/13/2016	Hildebrandt	807 W. 2nd	Clean	$75.00	$56.25
12/13/2016	Kerygma	801 W. 2nd	Clean	$75.00	$56.25
12/13/2016	Carnes	701 W. 2nd	Clean	$217.00	$162.75
12/13/2016	Larsen	205 N. Duff	Clean	$75.00	$56.25
12/13/2016	Reimnitz	105 N. Burr	Clean	$75.00	$56.25
12/13/2016	Miller	600 E. 2nd	Clean	$217.00	$162.75
12/13/2016	Meylor	815 E. 2nd	Clean	$75.00	$56.25
12/13/2016	T & B Rentals	914 E. 2nd	Clean	$75.00	$56.25
12/13/2016	Brandl	928 E. 2nd	Clean	$90.00	$67.50
12/13/2016	Ellis	936 E. 2nd	Clean	$211.00	$158.25
12/13/2016	Jones	1015 E. 2nd	Clean	$75.00	$56.25
12/13/2016	Buttercup LLC	1201 E. 2nd	Clean	$75.00	$56.25
12/13/2016	Eichman	1100 E. 3rd	Clean	$75.00	$56.25
12/13/2016	Pierson	308 E. 3rd	Clean	$75.00	$56.25
12/13/2016	Korzan	215 W. 3rd	Clean	$125.00	$93.75
12/13/2016	Gilbert	500 W. 3rd	Clean	$225.00	$168.75
12/13/2016	Kiner	519 W. 3rd	Clean	$75.00	$56.25
12/13/2016	Determan	720 W. 3rd	Clean	$75.00	$56.25
Total				**$2,672.00**	**$2,004.00**

Sincerely,

Wade London
Code Enf.

December 1, 2016

To: Mayor & City Council
Re:

Date	NAME	ADDRESS	Clean/Salt	COST	Pay winthin 60 Days
12/13/2016	Sandmeier	812 W. 3rd	Clean	$75.00	$56.25
12/13/2016	Veurink	813 W. 3rd	Clean	$100.00	$75.00
12/13/2016	Dean	315 W. 4th	Clean	$75.00	$56.25
12/13/2016	Riggs	321 & 321 1/2	Clean	$167.00	$125.25
12/13/2016	Scott	219 E. 4th	Clean	$75.00	$56.25
12/13/2016	Carlin	705 E. 4th	Clean	$75.00	$56.25
12/13/2016	Brown	1412 E. 5th	Clean	$75.00	$56.25
12/13/2016	Buchholz	501 W. 5th	Clean	$217.00	$162.75
12/13/2016	Dammann	412 N. Foster	Clean	$75.00	$56.25
12/13/2016	Fischer	1021 E. 5th	Clean	$75.00	$56.25
12/13/2016	Flood	309 E. 5th	Clean	$75.00	$56.25
12/13/2016	Jackson	615 E. 5th	Clean	$75.00	$56.25
12/13/2016	Munoz	701 E. 5th	Clean	$199.00	$149.25
12/13/2016	Richmond	621 E. 5th	Clean	$75.00	$56.25
12/13/2016	Ruff	501 N. Wisconsin	Clean	$175.00	$131.25
12/13/2016	Satrang	1600 E. 5th Avenue	Clean	$85.00	$63.75
12/13/2016	Vance	709 E. 4th	Clean	$75.00	$56.25
12/14/2016	Citifinancial	708 W. 6th	Clean	$75.00	$56.25
12/14/2016	Espinosa	500 N. Iowa	Clean	$217.00	$162.75
12/14/2016	Georgopoulos	617 W. 5th	Clean	$75.00	$56.25
12/14/2016	Hansing	608 N. Minnesota	Clean	$75.00	$56.25
12/14/2016	Hebron	622 N. Minnesota	Clean	$217.00	$162.75
12/14/2016	Reimnitz	620 W. 5th	Clean	$75.00	$56.25
12/14/2016	Skibsrud-Bueber	615 W. 5th	Clean	$75.00	$56.25
12/14/2016	Turn Key	912 W. 5th	Clean	$75.00	$56.25
Total				**$2,652.00**	**$1,989.00**

Sincerely,

Wade London
Code Enf.

December 1, 2016

To: Mayor & City Council

Re:

Date	NAME	ADDRESS	Clean/Salt	COST	Pay winthin 60 Days
12/14/2016	Buhler	508 E. 6th	Clean	$85.00	$63.75
12/14/2016	Hansing	609 N. Minnesota	Clean	$96.00	$72.00
12/14/2016	Hayden	615 N. Minnesota	Clean	$75.00	$56.25
12/14/2016	Mccullough	622 N. Minnesota	Clean	$167.00	$125.75
12/14/2016	Schleder	518 N. Rowley	Clean	$75.00	$56.25
12/14/2016	Anderson	812 E. 6th	Clean	$75.00	$56.25
12/14/2016	Schleder	822 E. 6th	Clean	$217.00	$162.75
12/14/2016	Walters	921 E. 7th	Clean	$75.00	$56.25
12/14/2016	Long	800 E. 7th	Clean	$75.00	$56.25
12/14/2016	Rieside	220 E. 7th	Clean	$174.00	$130.50
12/14/2016	Sapp	1117 W. 7th	Clean	$75.00	$56.25
12/14/2016	Schuppan	1109 S. Rowley	Clean	$75.00	$56.25
12/14/2016	Reimnitz	623 N. Edmunds	Clean	$75.00	$56.25
12/14/2016	Shelton	705 N. Wisconsin	Clean	$75.00	$56.25
12/14/2016	Vehle	1007 S. Rowley	Clean	$75.00	$56.25
12/14/2016	Phillips	510 W. 9th	Clean	$75.00	$56.25
12/14/2016	Hansen	416 W. 9th	Clean	$75.00	$56.25
12/14/2016	Morrison	421 E. 9th	Clean	$75.00	$56.25
12/14/2016	Reimnitz	209 W. 10th	Clean	$75.00	$56.25
12/14/2016	Gebhart	505 W. 11th	Clean	$75.00	$56.25
12/14/2016	Tegethoff	300 W. 11th	Clean	$217.00	$162.75
12/14/2016	Peterson	211 E. 11th	Clean	$75.00	$56.25
12/14/2016	Morgan	1407 N. Langdon	Clean	$90.00	$67.50
12/14/2016	McNeill	304 W. 12th	Clean	$95.00	$71.25
12/14/2016	Tegethoff	515 W. 13th	Clean	$75.00	$56.25
Total				**$2,416.00**	**$1,812.50**

Sincerely

Wade London

Code Enf.

December 1, 2016

To: Mayor & City Council
Re:

Date	NAME	ADDRESS	Clean/Salt	COST	Pay winthin 60 Days
12/14/2016	Vickers	212 W. 13th Ave	Clean	$75.00	$56.25
12/14/2016	Molstad	420 W. 14th Ave	Clean	$75.00	$56.25
12/14/2016	Ratigan	1429 Pebble Beach	Clean	$75.00	$56.25
12/20/2016	Finnell	320 N. Main	Clean	$75.00	$56.25
12/20/2016	Meylor	901 E. 8th	Clean	$75.00	$56.25
12/20/2016	Larsen	622 N. Minnesota	Clean	$211.00	$158.25
12/21/2016	Anderson	812 E. 6th	Clean	$75.00	$56.25
12/21/2016	Schleder	822 E. 6th	Clean	$217.00	$162.75
12/21/2016	Young	601 N. Wisconsin	Clean	$167.00	$125.25
12/21/2016	Hayden	615 N. Minnesota	Clean	$75.00	$56.25
12/21/2016	Hansing	608 N. Minnesota	Clean	$75.00	$56.25
12/21/2016	Ellis	936 E. 2nd Ave	Clean	$75.00	$56.25
12/21/2016	Nyreen	201 N. Main	Clean	$167.00	$125.25
12/21/2016	Riggs	937 E. 1st	Clean	$167.00	$125.25
12/21/2016	Honermann	108 N. Hunter	Clean	$75.00	$56.25
12/21/2016	Munsen	518 W. 13th	Clean	$100.00	$75.00
Total				**$1,779.00**	**$1,334.25**

Sincerely,

Wade London
Code Enf.

November-16

PALACE TRANSIT TOTAL RIDERSHIP

Fiscal Year October 1, 2016 to September 30, 2017

	ACTUAL		CUMULATIVE	
SPECIAL EMPHASIS	Nov FY 2015	Nov FY 2016	Nov FY 2015	Nov FY 2016
ELDERLY RIDERS	1,222	1,386	2,619	2,971
HANDICAP RIDERS	2,257	2,504	5,055	2,146
GENERAL PUBLIC	374	452	1,106	849
SCHOOL-AGE	2,392	2,655	5,098	5,148
UNDUPLICATE 59 & under	50	42	217	448
ELDERLY UNDUPLICATE 60 & over	35	45	433	194
TOTAL RIDERS	6,245	6,997	13,878	14,114
MILES	12,622	13,485	27,396	27,512

	MONTHLY	YEARLY
TOTAL RIDES AHEAD	752	236
TOTAL MILES AHEAD	863	116

Airport Report December 2016

Snow removal operations were completed for the month. All equipment received regular scheduled maintenance , repairs and inspections. Airfield lighting repairs , inventories , runway inspections and winter weather advisories were maintained throughout the month. General building maintenance and cleanup was completed as needed. The airport may join a petition along with several other airports in an attempt to roll back some of the ridiculous changes the FAA has made to the NOTAM system. Many of these are now in question and unrealistic. The issuance of of runway related advisories used to take a few minutes for average conditions. Now a staggering 15-20 minutes depending how well the briefer understands the new regulations. Scott Dorwart , from the Kimball area has expressed interest in the old terminal building. He would like to make a few improvements to the building and establish operations for his aerial photography and a flight training school. The City attorney is working on a lease agreement. He hopes to be up and running by early spring.

City of Mitchell
December, 2016 - Water Dept. Report

January 4, 2017

From: *Richard Pollreisz*
Water Superintendent
City of Mitchell

To: *Tim McGannon*
Director of Public Works

The month of December was colder. We had some rain and snow. We received 1.25 inches of rain in December, 2016. On 12/27/2016, the Lake was down 3.0 inch from being full and frozen. The water consumption for December, 2016 was about the same as November, 2016. We didn't pump any water from Lake Mitchell during the month of December, 2016. All of the water that went to the water towers in December was from the B-Y- Rural Water System. We brought in approximately 41.847-MG. of water from the B-Y Rural Water system for the month of December, 2016. The daily average we brought in from the B-Y – Rural Water System for the month of December, 2016 was 1.35 MGD. The peak day, for the water we brought in from the B-Y- Rural Water System for December, 2016 was 1.496 MGD. The total we pumped into the water towers (effluent) was 42.831 MG of water for the month of December, 2016. The average daily usage of water for the City of Mitchell for December, 2016 was 1.38 MGD. The maximum peak day of water consumption for the month of December, 2016 was 1.592 MGD. The month of July, 2012 was the biggest month, for water we have ever taken from B-Y Water, which was 117.068 MG. We started getting water from B-Y Water, on November 4th, 2003. The chemical cost for the month of December, 2016 was $1,400.00 or $33.46 per MG. of water, which equates to .025 cents per unit (750 gallons). We didn't run the Water Plant in December, 2016. 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 December, 2016. We renewed our chemical contract on 01/09/2015 with Aqua-Pure for two years. The contract will go from January 1st, 2015 to January 1st, 2017. The Contract is due to be renewed.

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 December, 2016. When we operate the plant, we run one side at 1100 gpm. We can run both sides if we need to. The only Activated Carbon we are going to use now is the better quality Activated Carbon. This better Carbon costs more, but it does a better job for the taste and odor problem and we can use less of it. Our Filter Monitoring System is working very well. We calibrated our Turbidity Analyzers and will send a

copy of the Calibration Data Sheet to Pierre quarterly to verify that we done it for the months throughout the year. There is an alarm system on the SCADA program. Most of the problems are worked out of the SCADA system. There may be some changes from time to time.

Water tests-

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

. We still do our daily water tests as follows:

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

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

. TTHM'S & HAA5'S are due to be done in January, 2017.

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

. B-Y WATER tests for December – OK.

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

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

Water Distribution has been busy with:

. Road valve boxes
. Locates for water
. Service calls
. Meter upgrade
. Meter reading

Respectfully yours,

Richard Pollreisz

Richard Pollreisz
Water Superintendent

CITY OF MITCHELL

MONTHLY WATER TREATMENT CHEMICAL COMSUMPTION REPORT

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

Coagulant Aid- (2187)	=	0-Gals.	X	CONTRACT	=	$0.00
Lime	=	0# or 0- TON'S	X	$192.39/TON	=	$0.00
Sodium Chlorite	=	0-GAL.	X	CONTRACT	=	$0.00
Fluoride	=	0-GAL.	X	$1.99/GAL.	=	$0.00
Polymer (2386)	=	0-GAL.	X	CONTRACT	=	$0.00
Activated Carbon	=	0# or 0- TON'S	X	$1,936.25/TON	=	$0.00
Chlorine	=	0# or 0- TON'S	X	$1.45/LB.	=	$0.00
Poly Phosphate	=	800# or .40 TON	X	$1.75/LB.	=	$1,400.00
Carbon Dioxide	=	0# or 0 - TON'S	X	$178.00/TON	=	$0.00
Ammonia	=	0# or 0- TON'S	X	$2.17 /LB.	=	$0.00
Pristine Contract	=	0 –MG of WATER	X	.255/1000 GALS. RAW WATER	=	$0.00

TOTAL = $1400.00

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

Finished Water (EFFLUENT) 42.831 MG-----or 1.38 MGD-----or------ PEAK DAY 1.592 MG

B-Y- Water (INFLUENT) 41.847 MG----- or 1.35 MGD-----or------ PEAK DAY 1.496 MG

B-Y & RAW WATER TREATED – TOTAL= 41.847 MG — or 1.35 MGD ---or ---- PEAK DAY 1.496 MG

Chemical cost = $ 1,400.00 = $33.46 per MG or .025 cents per Unit (750 GALLONS).

CHEMICAL FEED RATES IN Mg/L

Coagulant Aid- (2187)	=	0	Mg/L --	0	Gallons / Raw Water
Lime	=	0	Mg/L	0	lbs. / 7 lbs. Per Gallon/ Raw Water
Sodium Chlorite	=	0	Mg/L –	0	Gallons / Raw Water
Fluoride	=	0	Mg/L –	0	Gallons / Raw Water
Polymer (2386)	=	0	Mg/L --	0	Gallons / Raw Water
Activated Carbon	=	0	Mg/L --	0	lbs. / 4 lbs. Per Gallon / Raw Water
Chlorine	=	0	Mg/L --	0	lbs. / 11.75 lbs. per Gallon / Raw Water
Poly Phosphate	=	1.82	Mg/L--	800	lbs. / 10.5 lbs. per Gallon / Raw Water
Carbon Dioxide	=	0	Mg/L –	0	lbs. / 8.50 lbs. per Gallon / Raw Water
Ammonia	=	0	Mg/L --	0	lbs. / 5.15 lbs. per Gallon / Raw Water
Polymer	=	0	Mg/L –	0	

CITY OF MITCHELL

Monthly - Chemical Inventory at the Water Treatment Plant

Date: 01/01/2017

Coagulant – (AF-1102) ___903___ Gallons

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

Fluoride ___814___ Gallon's

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

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

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

Chlorine ___1045___ lbs. or __.523__ Ton's

Poly-phosphate __11,550__ lbs. or __5.775__ Ton's

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

Ammonia ___766___ lbs. or __.38__ Ton's

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

MONTH --- December YEAR - 2016

Influent -------- 41.847 -- Million Gallon's

Effluent ------- 42.831 -- Million Gallon's

Chemical costs for B-Y Water:

Chlorine usage --------- 0 lbs. @ $1.45 per lb. = $0.00

Ammonia usage ------- 0 lbs. @ $2.17 per lb. = $0.00

Poly –phosphate------ 800 lbs. @ $1.75 per lb. = $1,400.00

Total = $1,400.00

Cost per Unit (750 gallon) = $0.025

Cost per 1,000 gallons of water = $0.033

CITY OF MITCHELL

MONTHLY GALLON & CHEMICAL REPORT

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

December, 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= 800 lbs. @ $1.75 per lb. = --$1,400.00

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

Total----------$1,650.00

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

REPORT RETURNED ON---------- 01/03/2017

December - 2016 - WATER CONSUMPTION

DATE	Lake Mitchell Influent	B-Y Rural Water Influent	Effluent to Water Towers
12/01/2016	0-MG	1.421-MG	1.467-MG
12/02/2016	0-MG	1.447-MG	1.441-MG
12/03/2016	0-MG	1.228-MG	1.329-MG
12/04/2016	0-MG	1.467-MG	1.524-MG
12/05/2016	0-MG	1.438-MG	1.496-MG
12/06/2016	0-MG	1.384-MG	1.437-MG
12/07/2016	0-MG	1.420-MG	1.470-MG
12/08/2016	0-MG	1.391-MG	1.416-MG
12/09/2016	0-MG	1.406-MG	1.427-MG
12/10/2016	0-MG	1.192-MG	1.218-MG
12/11/2016	0-MG	1.311-MG	1.305-MG
12/12/2016	0-MG	1.496-MG	1.592-MG
12/13/2016	0-MG	1.404-MG	1.475-MG
12/14/2016	0-MG	1.358-MG	1.387-MG
12/15/2016	0-MG	1.247-MG	1.243-MG
12/16/2016	0-MG	1.309-MG	1.081-MG
12/17/2016	0-MG	1.360-MG	1.343-MG
12/18/2016	0-MG	1.281-MG	1.306-MG
12/19/2016	0-MG	1.276-MG	1.273-MG
12/20/2016	0-MG	1.334-MG	1.343-MG
12/21/2016	0-MG	1.388-MG	1.361-MG
12/22/2016	0-MG	1.393-MG	1.407-MG
12/23/2016	0-MG	1.411-MG	1.469-MG
12/24/2016	0-MG	1.307-MG	1.371-MG
12/25/2016	0-MG	1.113-MG	1.217-MG
12/26/2016	0-MG	1.230-MG	1.309-MG
12/27/2016	0-MG	1.382-MG	1.473-MG
12/28/2016	0-MG	1.283-MG	1.303-MG
12/29/2016	0-MG	1.433-MG	1.533-MG
12/30/2016	0-MG	1.353-MG	1.333-MG
12/31/2016	0-MG	1.384-MG	1.455 -MG
TOTALS	0-MG	41.847-MG	42.831-MG

Prepared by Water Superintendent--Richard Pollreisz

FILTER	# 1	TURBIDITY ANALYZER CALIBRATION		
MONTH	November		Calibrate-Quarterly	Last done -----11/03/2016
YEAR	2016			Due next-------02/03/2017
DATE	INITIAL'S	VALUE	STANDARD	COMMENT'S
11/03/16	R.P.	9.35	10	Cell-A
"	"	0.08	0.02	Cell-A
"	"	9.36	10	Cell-B
"	"	0.01	0.02	Cell-B
"	"	8.76	10	Cell-C
"	"	0.016	0.02	Cell-C
"	"	9.35	10	Cell-D
"	"	0.01	0.02	Cell-D

FILTER	# 2	TURBIDITY ANALYZER CALIBRATION		
MONTH	November		Calibrate-Quarterly	Last done --- 11/03/2016
YEAR	2016			Due next------02/03/2017
DATE	INITIAL'S	VALUE	STANDARD	COMMENT'S
11/03/2016	R.P.	9.57	10	Cell-A
"	"	0.01	0.02	Cell-A
"	"	9.39	10	Cell-B
"	"	0.08	0.02	Cell-B
"	"	9.53	10	Cell-C
"	"	0.024	0.02	Cell-C
"	"	9.44	10	Cell-D
"	"	0.013	0.02	Cell-D
"	"	13.59	10	**Lab. (B-Y)**
"	"	0.01	0.02	**Lab. (B-Y)**
"	"	9.25	10	**Lab. (FINISH)**
"	"	0.01	0.02	**Lab. (FINISH)**

December, 2016 -- LAKE INFORMATION

DATE	Measurement	WATER TEMP.	Rainfall
12/05/16	Lake down 2 inches	39.6 degrees	0.00 inches
12/10/16			0.05 inch
12/11/16			0.15 inch
12/17/16			0.44 inch
12/25/16			0.61 inch
12/27/16	Lake is down 2 inches and frozen		0.00 inch

Total rainfall for December was ----------1.25 inches

Respectfully yours
Richard Pollreisz
Water Superintendent

Water Distribution

December 2016 Monthly Report

- Water meter reading
- 811 locates for water, sewer, and storm sewer
- Turning water on/off for plumbers
- Reviewing city utility maps
- Taking yearly inventory
- 15 meters installed on new properties
- 114 water meters changed out to new reading system

CITY OF MITCHELL
RAFFLE PERMIT

Date of Application: 1-5-17

Organization: Pleasant forever

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: DAVE Allen

Address: 208 South Wallace

Phone #: 605-996-8649

Email: _____

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

Dates of Ticket Sales: 1-20-17

Date of Raffle Drawing: 10-21-17

Value of Raffle Prize: 10.00 – 100.00

Proceeds Benefitting: Habitat, Youth, Landowner

For Finance Office Use Only:

Council Approval Date: _____

Signature:

_____
Finance Officer

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 01/17/2017

Requested By: Cindy Roth

Desired Action of City Council

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

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

Agenda Item: Set date of February 6th, 2017 for Hearing

Explanation/Background of Agenda Item Requested:

Hearing on the application of Overtime for a Special Event Liquor License located at Overtime Event Center, 812 North Rowley, Mitchell on February 11, 2017 for the Grayson Bean Bag Tournament.

Hearing on the application to transfer Retail (On -Sale) Liquor License RL-5732 from Blarneys LLC, dba Blarneys Sports Bar & Grill, 2100 Highland Way #W, Mitchell, SD to Blarneys LLC, dba Blarneys Sports Bar & Grill, 2100 Highland Way #W, Mitchell, SD due to a change in stock ownership.

Hearing on the application to transfer Retail (On-sale) Liquor License RL-5350 from Lucky's LLC dba Dr. Dr Lucky's Bar & Grill, 205 North Main St, Mitchell to Tapp Enterprises, LLC, dba Dr. Lucky's Bar & Grill, 205 North Main St., Mitchell, SD

ıte Recieved _____
ıte Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

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

Owner Name and Address
Sean Moen
2706 Alex Ct
Mitchell, SD 57301
vner's Telephone #: 630 6028

B. Business Name and Address
Overtime Event Center
812 N Rowley Suite B
Mitchell, SD 57301
Business Telephone #: 630 6028

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

- ☐ Retail (on-sale) Liquor
- ☐ Retail (on-sale) Liquor - Restaurant
- ☐ Retail (on-off sale) Wine
- ☐ Package (off-sale) Liquor
- ☐ Retail (on-off sale) Malt Beverage
- ☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
- ☐ Package (off sale) Malt Beverage
- ☐ Package (off sale) Malt Beverage & SD Farm Wine
- ☒ Other (please classify) 11 Feb 17 Grayson Bags
- ☐ Transfer Fee $150.00 Grayson

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

D. Legal description of licensed premise:
See Attached

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

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

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

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

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

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

Signed this 10 day of Jan 2017 Signature SMoen

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 10th day of January 2017

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

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

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

Amount of fee collected with application $ 200.00
Amount of fee retained $_____
Forwarded with application $ _____

For Local Government Use

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

Transferred (State Use)

From: _____
Sales tax approval _____ Date _____
STATE LIQUOR AUTHORITY: APPROVAL_____ REVIEW_____

Please complete reverse side

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

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

State of South Dakota)
:ss
County of ☐)

Affidavit

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

Name of corporation/partnership/LP/LLC _____

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
Shannon R Mier	President	2306 Alex Ct, Mitchell	Owner/operator
Stephanie L Mier	VP	"	owner

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

Name	Address	Occupation
same as above		

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

Name	Address	Percentage of Shares
Shannon R Mier	2306 Alex Ct, Mitchell, SD	50%
Stephanie L Mier	"	50%

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

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

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc? 716 N Hardy, Our Time Bookkeeper

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 SRMier

Subscribed and sworn to before me this 10th of January 2017 Davison County, State of South Dakota.

My commission expires 11-03-2017 Cynthia Roth

Filed for Record - Davison County SD
Filed On 4/22/2009 3:55 PM
Document# R 091357 Transfer$ .50
Book 0709 Page 45 Fee$ 14.00
NSFee 10.00
By Teri L. Burgess, Deputy
Debra A. Young, Register of Deeds 103730

SEAL

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

Name:	William J. Toulouse
Firm/Company:	Quarnstrom & Doering, P.A.
Address:	109 South 4th Street
Address 2:	
City, State, Zip:	Marshall, MN 56258
Phone:	507 537-1441

--------Above This Line Reserved For Official Use Only--------

QUITCLAIM DEED
(Husband and Wife to LLC)

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF TEN DOLLARS ($10.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **Richard A. Bragg and Jennifer Bragg**, Husband and Wife, hereinafter referred to as "Grantor", whether one or more, does hereby convey and quitclaim unto Bragg Holdings, LLC,, a Limited Liability Company. organized under the laws of the State of South Dakota, hereinafter "Grantee", the following lands and property, together with all improvements located thereon, lying in the County of Davison, State of South Dakota, to-wit:

a) Lots 1 through 11 and 14 through 18, the East eight feet (E8') of that portion of the vacated alley abutting Lots 1 through 11, and the West Eight feet (W8') of that portion of the vacated alley abutting Lots 14 and 15, and Lots 12 and 13, the East eight feet (E8') of that portion of the vacated alley abutting Lot 12, the West eight feet (W8') of that portion of the vacated alley abutting Lot 13, and the West eight feet (W8') of that portion of the vacated alley abutting Lots 16 though 18, all in Block 13 of D. A. Scott's Addition to the Town, now City, of Mitchell, Davison County, South Dakota, according to the recorded plat thereof, subject to easements, covenants, restrictions, conditions, impositions and rights of way of record; and

b) Lot X in the Southwest Quarter (SW1/4) of Section Fifteen (15), and Lot X-1 in the Northwest Quarter (NW1/4) of Section Twenty-Two (22), both in Township One Hundred Three (103), Range Sixty (60), in Mitchell, Davison County, South Dakota, according to the recorded plat thereof, subject to easements, covenants, restrictions, conditions, impositions and rights of way of record.

Prior instrument reference: Book 0608, Page 268, Document No. R 081860, of the Register of Deeds for Davison County, South Dakota.

TO HAVE AND TO HOLD same unto Grantee, and unto Grantee's successors and assigns forever, with all appurtenances thereunto belonging.

BOOK 709 PAGE 45

ate Recieved _____
ate Issued _____

License No. RL-5732

Uniform Alcoholic Beverage License Application

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

. Owner Name and Address
Blarneys LLC
2100 Highlandway #W
Mitchell SD 57301

wner's Telephone #:

B. Business Name and Address
Lic # RL-5732
Blarneys Sports Bar + Grille
2100 Highlandway #W
Mitchell SD 57301

Business Telephone #: 605-995-5095

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

- [X] Retail (on-sale) Liquor
- [ ] Retail (on-sale) Liquor - Restaurant
- [ ] Retail (on-off sale) Wine
- [ ] Package (off-sale) Liquor
- [ ] Retail (on-off sale) Malt Beverage
- [ ] Retail (on-off sale) Malt Beverage & SD Farm Wine
- [ ] Package (off sale) Malt Beverage
- [ ] Package (off sale) Malt Beverage & SD Farm Wine
- [X] Other (please classify) Sunday Sales
- [ ] 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? [X] Yes [ ] No

D. Legal description of licensed premise:
Highland Business Park Addition
Lot 5 Suite W

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

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

E. State Sales Tax Number: 1011-8797-St

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

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

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

X Signed this 3 day of January Signature [signature]

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

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

This application was subscribed and sworn to before me this 3rd day of January 2017

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

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

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

Amount of fee collected with application $ 150.00
Amount of fee retained $ 150.00
Forwarded with application $ -0-

For Local Government Use

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

Transferred (State Use)

From: _____
Sales tax approval _____ Date _____
STATE LIQUOR AUTHORITY: APPROVAL_____ **REVIEW**_____

Please complete reverse side

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

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

State of South Dakota)
:ss
County of Davison ☑)

Affidavit

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

Name of corporation/partnership/LP/LLC Blarneys LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 2100 Highland way Suite W

Date of incorporation

Date of last report filed with Secretary of State 4/22/2016

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

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? NO

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

Name	Office	Address	Occupation
Scott Morgan	President	1301 Eitel drive Mitchell SD 57301	General Manager Blarneys
Stacy Morgan	Vice President	1301 Eitel drive Mitchell SD 57301	Teacher LBW

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

Name	Address	Occupation
Scott Morgan	1301 Eitel drive Mitchell SD 57301	General Manager Blarneys
Stacy Morgan	1301 Eitel drive Mitchell SD 57301	teacher LBW

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

Name	Address	Percentage of Shares
Scott Morgan	1301 Eitel drive Mitchell SD 57301	50%
Stacy Morgan	1301 Eitel drive Mitchell SD 57301	50%

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

Name	Type of License, Financial Interest Held, and Address of Retail Outlet
Scott Morgan	Quiznos 2100 Highland way Suite M

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc? Scott Morgan 2100 Highland way Suite W Mitchell SD 57301

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner [signature]

Subscribed and sworn to before me this 3rd of January 2017 Davison County, State of South Dakota.

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

CITY OF MITCHELL

ALCOHOLIC BEVERAGE LICENSE APPLICATION

Business and Location:

Name: Blarneys Sports Bar + Grille

Address: 2100 Highland Way Suite W

(Street Address – Not a PO Box)

Phone: 605 995 - 5095

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

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

Name: Scott Mayer DOB: 10/24/70

Address: 1301 Eifel Drive

(Street Address – Not a PO Box)

Home Phone #: 605-999-6331 Business Phone #: 605 995-5095

Have you ever lived in another State? Yes No

If yes list the state/s: _____

* Purchasing License From:

Name: Scott Mayer

Address: 1301 Eifel Drive

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

Have you ever been convicted of a felony? Yes No

If yes list: When: _____ Where: _____

Convicted of: _____

(over →)

the exception of a solicitor, must be a person of good moral character, never convicted of a felony, and, if a corporation, the managing officers thereof must have like qualifications.

Managing Officers/Board of Directors:

Name Scott Morgan DOB 10/24/70

Name Stacy Morgan DOB 6/17/68

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

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

DO NOT COMPLETE BELOW THIS LINE

Background check done:

By: _____

Date: _____

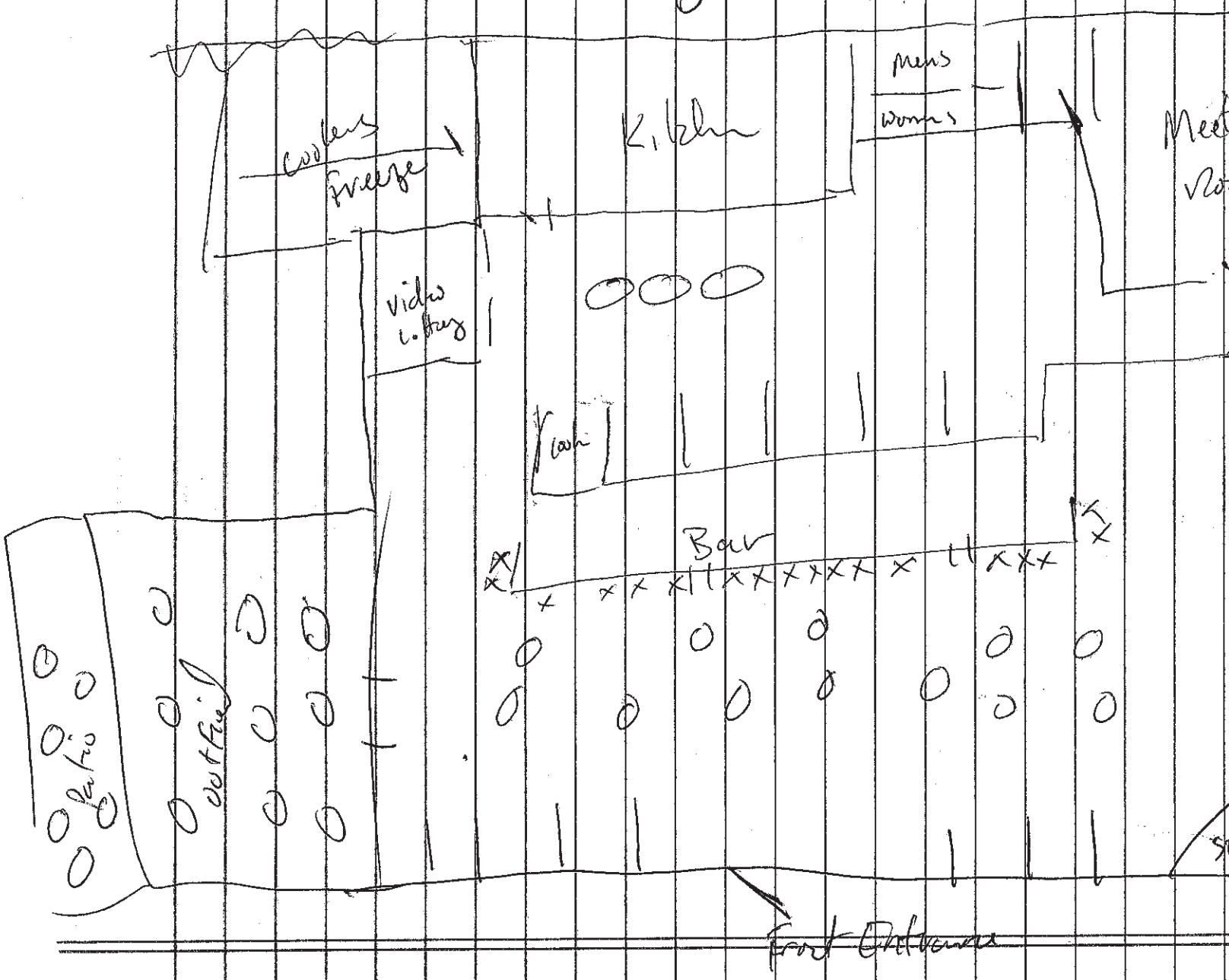
Compliance Checks: _____

Comments: _____

Approve:

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

Blarnys Layout



O - tables

Date Received _____

Date Issued _____

License No. RL-5350

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

Tapp Enterprises, LLC
609 W Walnut St.
Parkston, SD 57366

Owner's Telephone #: (605) 442-5264

B. Business Name and Address

Dr. Lucky's Bar and Grill
205 N. Main St.
Mitchell, SD 57301

Business Telephone #: (605) 996-3200

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

- [X] Retail (on-sale) Liquor
- [ ] Retail (on-sale) Liquor - Restaurant
- [ ] Retail (on-off sale) Wine
- [ ] Package (off-sale) Liquor
- [ ] Retail (on-off sale) Malt Beverage
- [ ] Retail (on-off sale) Malt Beverage & SD Farm Wine
- [ ] Package (off sale) Malt Beverage
- [ ] Package (off sale) Malt Beverage & SD Farm Wine
- [ ] Other (please classify)
- [ ] Transfer Fee $150.00

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

D. Legal description of licensed premise:

Lots 10 and 11, Block 8, Original Addition, City of Mitchell, Davison County, South Dakota

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

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

E. State Sales Tax Number: Applied for

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

G. New license?_____ Transfer? ($150) X 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 4 day of January 2017 Signature Patricia Tapp

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, importers and exporters, solicitors, dispensers, carriers, transportation companies, and farm wineries.

JACOB W. TIEDE
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

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

This application was subscribed and sworn to before me this 4th day of January

Approving Officer's Telephone number 605-990-7898 Signature: Jacob Tiede

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

Application approved for Sunday on-sale operation? [ ] Yes [ ] No

Are real property taxes paid to date? [ ] Yes [ ] No

Ineligible for video lottery [ ]

Number of video lottery terminals on licensed premise: _____

Amount of fee collected with application $_____

Amount of fee retained $_____

Forwarded with application $_____

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL_____ REVIEW_____

Please complete reverse side

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

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

State of South Dakota)
:ss
County of Davison)

Affidavit

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

Name of corporation/partnership/LP/LLC Tapp Enterprises, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 609 W. Walnut St., Parkston, SD 57366

Date of incorporation December 16, 2016

Date of last report filed with Secretary of State December 16, 2016

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

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? No

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

Name	Office	Address	Occupation
Patricia Tapp	Sole-Member	609 W Walnut St., Parkston, SD 57366	~~Housewife~~ Business Owner

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? Patricia Tapp, 409 W Walnut St., Parkston, SD 57366

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 Patricia Tapp

Subscribed and sworn to before me this 4th January 2017, Davison County, State of South Dakota.

My commission expires 8/9/2022

JACOB W. TIEDE
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

J W Tiede
(Notary Public)

CITY OF MITCHELL

ALCOHOLIC BEVERAGE LICENSE APPLICATION

Business and Location:

Name: Dr. Lucky's Bar and Grill

Address: 205 N. Main St., Mitchell, SD 57301

(Street Address – Not a PO Box)

Phone: Personal - (605) 842-5264 Bar - (605) 996-3200

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

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

Name: Patricia Tapp DOB: 1-14-1951

Address: 609 W. Walnut St., Parkston, SD 57366

(Street Address – Not a PO Box)

Home Phone #: 605-842-5264 Business Phone #: 605-996-3200

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

If yes list the state/s: Iowa

Purchasing License From:

Name: Lucky's, LLC

Address:

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

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

If yes list: When: _____ Where: _____

Convicted of: _____

(over →)

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

Managing Officers/Board of Directors:

Name Patricia Tapp DOB 01-14-1951

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

Name _____ DOB _____

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

DO NOT COMPLETE BELOW THIS LINE

Background check done:

By: _____

Date: _____

Compliance Checks: _____

_____

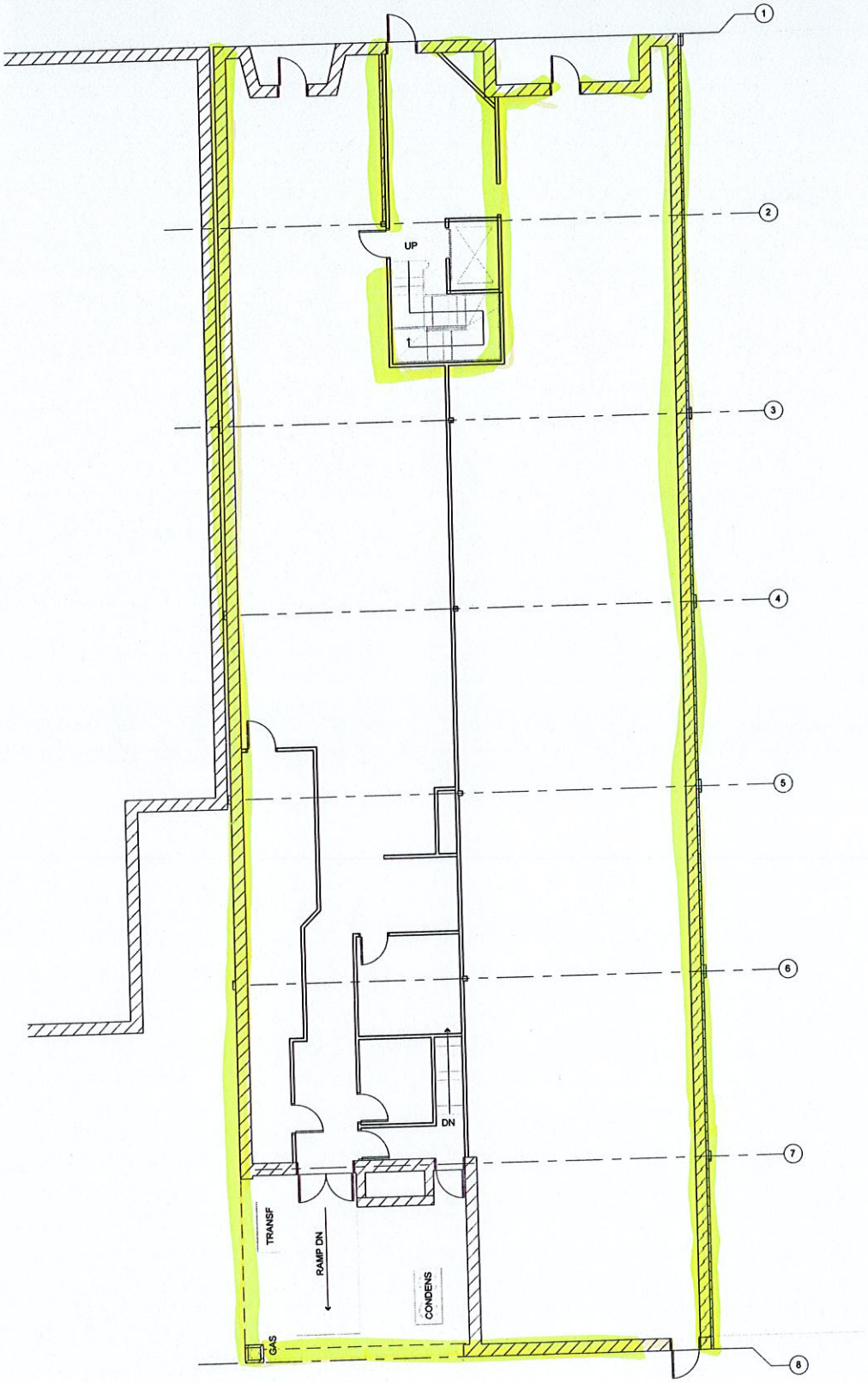
Comments: _____

_____

_____

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

PLAN NOTES



1 FIRST FLOOR

1/8" = 1'-0"

GENERAL NOTES

A. INTERIOR & EXTERIOR DIMENSIONS ARE TO FACE OF STUD, U.N.O.
B. SEE ENLARGED UNIT PLANS FOR UNIT DOOR TAGS.
C. SEE ENLARGED UNIT PLANS FOR UNIT WALL TYPES.
D. SEE SHEET A7.1 FOR WALL TYPE LEGEND.

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: 01/17/2017

Requested By: Major Koster

Desired Action of City Council

- [x] Authorization
- [x] Approval
- [ ] Resolution
- [ ] Ordinance
- [ ] Citizen Request
- [ ] Discussion

Amount budgeted in current fiscal year for this item (if applicable): $40,000.00

Agenda Item: Purchase of new patrol vehicle

Explanation/Background of Agenda Item Requested:

We are requesting authorization and approval to purchase one 2017 Ford Explorer Interceptor SUV from Vern Eide Ford of Mitchell. Vern Eide is able to provide a vehicle that matches or is better than the state bid awarded dealer at a cost of one dollar less than the state bid. The funding for this vehicle was approved for the 2017 Public Safety budget. The purchase price of the vehicle is $29,446.00

VERN EIDE OF MITCHELL

2300 N MAIN
MITCHELL, SD 57301
CELL 605-999-8080
Craig Tischler Fleet Manager

City of Mitchell
ATTN: Asst. Chief Mike Koster

Here is the bid for the 2017 Ford police interceptor utility

$29,446.00 per state bid

State Bid $31,422.00
Subtract eco boost motor - $2,065.00
Add Heated out side mirrors + $90.00
Total State Bid $29,447.00
ALL INCENTIVES , DEALER DISCOUNTS,
DOCUMENTATION FEE'S
ARE INCLUDED IN PRICE.
I HAVE ATTACHED OPTION LIST

SIGNATURE_____

DATE_____

PLEASE CONTACT ME WITH ANY QUESTION'S
CRAIG W. TISCHLER
2300 NORTH MAIN
MITCHELL, SD 57301
CELL 605-999-8080
EMAIL ctischler@verneide.com

29. CLASS: BT FULL SIZE UTILITY 112 INCH WB MIN. ALLWHEEL DRIVE PURSUIT RATED

LAMB MOTORS
FORD INTERCEPTOR SUV
CONTRACT# 16997

- Engine, 3.5 liter V-6 with eco-boost equipped engine, 364HP
- All-wheel drive
- Transmission, Automatic 6 speed, with cooler heavy duty Police type
- Alternator, 220 Amp with integral regulator
- Front controlled heat and air conditioning
- Locks, Power deck release
- Rear Door In-operable
- Rear Power Door Lock Switch
- Rear Power Door Lock In-operable
- Back-up camera (package 21B) (customer specifies mirror or center screen)
- Rear Window In-operable
- Power Door Locks
- Brakes - ABS
- Power Steering with oil cooler
- Power Windows
- Radio, Heavy duty suppression kit, electro-magnetic interference suppression kit to minimize interference between the electronic ignition control system and two way radio equipment to be installed in the vehicle by state.
- Axle, power train shall be geared to produce maximum power and top speed no less than 119 mph (pursuit rated)
- Battery, 84 Amp 690 C.C.A.
- Cooling, winterized to -35 degrees.
- Cruise control
- Defroster, Rear Window
- Floor Covering Vinyl
- Floor Covering Trunk
- Dark tinted glass
- Horns, Dual
- Ignition, Electronic
- Headlights
- Dome Light, Center (front headliner), Police style with Red and White illumination.
- AM/FM Radio with auxiliary audio/usb port
- Light, Under Hood (Dealer Installation)
- Light, Map light windshield header mount
- Light, Spotlight 6" diameter Halogen, (driver's side A-pillar mounted). "Unity" brand with black housing.
- Light, Trunk
- Lighting, deactivate door light switches. **Deactivate all courtesy lighting interior and exterior and courtesy horn.**
- Locks, single key system, 3 keys. (Minimum 3 keys provided). Keyless entry. Standard keyless entry and other function should remain.
- Side air bags
- Factory installed Police power supply points with required connector (package)
- Manual, factory owner manual
- Mirror, inside day & night adjustable
- Mirrors, remote control left and right side
- Seats upholstery heavy duty cloth in harmonizing colors.
- Factory Freight

Delivery 60-120 days — Base Cost $31422

• Lights, Spot Lights (Dual)	$350
• Rear Heat and Air conditioning	$610
• Wig Wag headlight flasher (controller not included)	$950
• Rear light flasher	$555

• Headlamp pre-wire (wig wag prep) (60A)	$150
• Bluetooth Capability Satellite Radio should be left operational if standard or no charges apply with Bluetooth package (hands free).	$295
• Factory USB and Aux stereo input if available	$295
• Dome light Red and White cargo area (Package 17T)	$50
• Enhanced PTU cooler (Package 52B)	$2925
• Full wheel cover (64B)	$160
• Painted 18' wheels (package 64E)	$575
• Floor Covering Carpet with floor mats front and rear	$225
• Heater, Engine Block, (package 441H)	$95
• Paint upgrade charge, dealer must specify which colors have an upgrade charge	$890
• LED Spotlight bulb (Unity brand 51R)	$395
• Rear park sensing (package 76R)	$295
• Rear blind spot alert (package 55B)	$745
• 3.7L V-6 engine (Eco-boost delete) E-85	$(-2065)
• Light Spotlight (Delete)	$(-100)
• CD Player	$25
• Noise Suppression Bonds	$100
• Heated Exterior Mirrors	$90
• Ballistic door panel driver's door level 3 ballistics (90D)	$1585
• Ballistic door panel passenger's door level 3 ballistics (90E)	$3170
• Ballistic door panel driver's door level 4 ballistics (90F)	$2415
• Ballistic door panel passenger's door level 4 ballistics (90G)	$4830
• Front center plate delete (67C)	NC
• Heated exterior mirrors (549)	$90
• Police Engine Idle feature (47A)	$275
• Front Interior visor light bar. Red Driver's side, Blue passenger's side	$1215
• Police Silent Mode (No buzzers, no chimes)	$165

29447

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 01/17/2017 Requested By: McGannon

Desired Action of City Council
- ☐ Authorization
- ☑ Approval
- ☐ Resolution
- ☐ Ordinance
- ☐ Citizen Request
- ☐ Discussion

Amount budgeted in current fiscal year for this item (if applicable): A supplemental appropriation of unspent funds from 2017, plus Storm Sewer Funds

Agenda Item: Set Date for Bid Opening for Storm Sewer Utility on the new 20th Avenue (Maui)

Explanation/Background of Agenda Item Requested:

Set Bid Date of Tuesday, January 31, 2017 at 1:30 PM at City Hall, Mitchell. City Project 2017-11.

Council agreed to fund 50% of 20th Avenue as though it was assessed since the City owned 50% of the adjacent property. A county TIFD by Chuck Mauszyki will pay the remainder of the project. However, since Chuck M. has paid for the Sewer and water already, the City may fund all of this Storm Sewer as part of our 50% of all Water, Sewer, Storm Sewer, Curb and Gutter and Paving. Total of all the project is estimated at approximately $340,000 and 50% is therefore $170,000 (Estimated). City will also fund all or part of paving and Curb and Gutter to make up City's share. City funding will come from the Supplemental Appropriation of unspent funds mentioned above (used to build the pond adjacent to this project) as well as a portion of Storm Sewer funds budgeted in 2017, as well as a portion of Paving funds budgeted in 2017.

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 01/17/2017 Requested By: McGannon

Desired Action of City Council
- ☐ Authorization
- ☑ Approval
- ☐ Resolution
- ☐ Ordinance
- ☐ Citizen Request
- ☐ Discussion

Amount budgeted in current fiscal year for this item (if applicable): From various budget line items

Agenda Item: Approve Pay Estimates

Explanation/Background of Agenda Item Requested:

Approve Pay Estimates from various projects.

PAY ESTIMATES FOR JANUARY 17, 2017

CONTRACTORS	PROJECT	P.E. #	AMOUNT	PAID TO DATE	CONTRACT AMOUNT
SPN & Associates	#2016-19 5th Street & Utilities Improv.	#11	$ 3,483.75	$ 167,528.33	$ 207,500.00
Leggette, Brashears & Gr	#2016-28 Old Landfill Leachate Monitori	#4	$ 1,451.90	$ 8,271.27	$ 15,622.00
			$ 4,935.65	$ 175,799.60	$ 223,122.00

Prepared by Deb Hanson-Sudbeck

PACKET: 04298 1/17/17 MEEING - 2017
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
01-00944	PLANNING & DEVELOPMENT						
		I-2017 DUES	101-41110-42720	DISTRICT III	2017 MEMBERSHIP DUES	166428	12,171.00
01-03114	SUBWAY						
		I-204350	101-41110-42700	TRAVEL, CONF	MEALS 1/9 - PLANNING COMM	166441	42.00
				DEPARTMENT 1110	CITY COUNCIL	TOTAL:	12,213.00

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1210 MAYOR'S OFFICE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-2017 REGISTRATIONS	101-41210-42700	TRAVEL, CONFE REG.-S ELLWEIN,J TOOMEY	166434	20.00
01-03267	WALMART COMMUNITY/RFCSL					
		I-3181-1/6/17	101-41210-42600	SUPPLIES & MA FOAM CUPS,NAPKINS	166449	7.90
01-06750	MITCHELL TELECOM					
		I-10585311	101-41210-42800	UTILITIES-TEL ACCT #223662-2	166416	1.40
				DEPARTMENT 1210 MAYOR'S OFFICE	TOTAL:	29.30

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1220 CITY ADMINISTRATOR BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02615	SD MUNICIPAL LEAGUE					
		I-2017 REGISTRATIONS	101-41220-42700	TRAVEL, CONF, REG.-S ELLWEIN,J TOOMEY	166434	20.00
01-06750	MITCHELL TELECOM					
		I-10585311	101-41220-42800	UTILITIES-TEL ACCT #223662-2	166416	3.79
				DEPARTMENT 1220 CITY ADMINISTRATOR	TOTAL:	23.79

PACKET: 04298 1/17/17 MEEING - 2017
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
01-06750	MITCHELL TELECOM					
		I-10585311	101-41410-42810	UTILITIES-TEL ACCT #223662-2	166416	0.79
				DEPARTMENT 1410 ATTORNEY'S OFFICE TOTAL:		0.79

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 1420 FINANCE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01590	MCLEOD'S PRINTING					
		I-10191	101-41420-42600	SUPPLIES & MA BINDERS	166408	29.78
01-03267	WALMART COMMUNITY/RFCSL					
		I-3181-1/6/17	101-41420-41100	SALARIES-FINA STORAGE BAGS,FOAM PLATES,,FORK	166449	53.25
01-03752	SD RETAILERS ASSOCIATIO					
		I-10535-2017	101-41420-42600	SUPPLIES & MA 2017 MEMBERSHIP	166436	150.00
01-06750	MITCHELL TELECOM					
		I-10585311	101-41420-42800	UTILITIES - T ACCT #223662-2	166416	4.25
				DEPARTMENT 1420 FINANCE	TOTAL:	237.28

PACKET: 04298 1/17/17 MEEING - 2017
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
01-03267	WALMART COMMUNITY/RFCSL					
		I-3181-1/6/17	101-41440-42600	SUPPLIES & MA SOAP REFILL,DISH SOAP	166449	12.15
01-06750	MITCHELL TELECOM					
		I-10585311	101-41440-42800	UTILITIES - T ACCT #223662-2	166416	0.01
				DEPARTMENT 1440 HUMAN RESOURCES	TOTAL:	12.16

PACKET: 04298 1/17/17 MEEING - 2017
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
01-06750	MITCHELL TELECOM					
		I-10585311	101-41935-42850	UTILITIES/TEL ACCT #223662-2	166416	2,161.19
		I-10585311	101-41935-42850	UTILITIES/TEL ACCT #223662-2	166416	0.60
01-08881	BARRIER 1					
		I-2551	101-41935-42920	COMPUTER SOFT FIREWALL,ANTI-SPAM/VIRUS,FILTE	166377	6,100.00
01-09105	GOVERLAN INC					
		I-39956	101-41935-42920	COMPUTER SOFT YEARLY SUPPORT	166395	160.00
				DEPARTMENT 1935 INFORMATION TECHNOLOGY TOTAL:		8,421.79

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 2110 POLICE DEPARTMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-00531	PAULSON AIR						
		I-44589	101-42110-42201	BUILDING MAIN	PLEATED FILTERS	166423	159.12
01-01590	MCLEOD'S PRINTING						
		I-10276	101-42110-42600	SUPPLIES	BUSINESS CARDS	166408	45.00
01-01849	DAVISON SHOOTING CLUB						
		I-111116	101-42110-42650	SHOOTING SUPP	CITY SHARE INSURANCE COVERAGE	166387	1,398.00
01-02984	BROWN & SAENGER						
		I-2153025-0	101-42110-42600	SUPPLIES	PENS,INKCARTRIDGE	166381	28.78
		I-2153799-0	101-42110-42600	SUPPLIES	ENVELOPES,CABINET	166381	126.65
01-03018	KONE INC						
		I-949509326	101-42110-42205	ELEVATOR-SERV	MAINTENANCE COVERAGE	166404	732.69
01-03267	WALMART COMMUNITY/RFCSL						
		I-2377	101-42110-42600	SUPPLIES	CRATES,DAWN,COFFEE FILTERS,SAN	166449	214.03
		I-3061	101-42110-42600	SUPPLIES	AIR PURIFIER FILTER	166449	15.88
01-03360	WHOLESALE ELECTRONICS I						
		I-B70030280	101-42110-42630	PROJECT LIFES	3V BATTERIES	166451	10.54
01-04856	IACP MEMBERSHIP						
		I-1001229991	101-42110-42200	PROFESSIONAL	MEMBER #1603336-2017	166400	150.00
01-06750	MITCHELL TELECOM						
		I-10585311	101-42110-42800	TELEPHONE	ACCT #223662-2	166416	42.55
01-07308	HOHN'S CARPET CLEANING,						
		I-6549	101-42110-42200	PROFESSIONAL	CLEAN CHAIRS @ POLICE DEPT	166398	75.00
01-08897	PENGUIN MANAGEMENT INC						
		I-42781	101-42110-42940	EMERGENCY RES	VOICE NOTIFICATONS	166425	481.44

DEPARTMENT 2110 POLICE DEPARTMENT TOTAL: 3,479.68

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 2200 FIRE DEPARTMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-01199	STURDEVANT'S AUTO PARTS						
		I-15-035023	101-42200-42500	VEHICLE MAINT	PLUGS	166440	15.27
01-01675	NFPA						
		I-2730760-2017	101-42200-42700	TRAVEL, CONF	RENEWAL-M LAURSEN	166420	175.00
01-01751	SD FIREFIGHTERS ASSN						
		I-563-2017	101-42200-42700	TRAVEL, CONF	MEMBERSHIP DUES	166433	675.00
01-02570	DANKO EMERGENCY EQUIPME						
		I-81325	101-42200-42640	UNIFORMS	BADGES	166385	325.61
01-02984	BROWN & SAENGER						
		I-2153025-0	101-42200-42600	SUPPLIES	PENS,INKCARTRIDGE	166381	33.95
01-06750	MITCHELL TELECOM						
		I-10585311	101-42200-42800	TELEPHONE	ACCT #223662-2	166416	3.45
01-08897	PENGUIN MANAGEMENT INC						
		I-42781	101-42200-42693	COMPUTER SOFT	VOICE NOTIFICATONS	166425	962.90
				DEPARTMENT 2200	FIRE DEPARTMENT	TOTAL:	2,191.18

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 3100 STREET DEPARTMENT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-00210	BAILEY METAL FABRICATOR						
		I-45624	101-43100-43419	DUMP TRUCK	LABOR TO CHANGE FILLER NECK	166375	85.02
01-00436	FARMERS ALLIANCE						
		I-IR3914	101-43100-42500	REPAIRS	TIRE REPAIR	166390	20.00
		I-IR3915	101-43100-42500	REPAIRS	TIRE REPAIR	166390	20.00
01-00712	NAPA AUTO PARTS						
		I-646738	101-43100-42600	SUPPLIES	CLEANER,NITRILE GLOVES	166418	67.74
		I-646838	101-43100-42600	SUPPLIES	DEEP CREEP	166418	95.88
01-01417	GOLDEN WEST TECHNOLOGIE						
		I-312756	101-43100-42800	UTILITIES	QUARTERLY SECURITY MONITORING	166393	75.00
01-02679	MENARD'S INC						
		I-12866	101-43100-42600	SUPPLIES	SIMPLE GREEN,AA & AAA BATTERIE	166409	68.94
01-06750	MITCHELL TELECOM						
		I-10585311	101-43100-42800	UTILITIES	ACCT #223662-2	166416	3.71

DEPARTMENT 3100 STREET DEPARTMENT TOTAL: 436.29

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 3110 PUBLIC WORKS ADMIN BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00329	AIRPORTS CONFERENCE					
		I-2017-T MCGANNON	101-43110-42700	TRAVEL CONF D REG.-T MCGANNON	166370	85.00
01-00424	CAMPBELL SUPPLY INC.					
		I-155-1/10/17	101-43110-42650	UNIFORMS GLOVES	166382	5.59
01-00993	SD PLANNERS ASSOCIATION					
		I-2017 DUES	101-43110-42700	TRAVEL CONF D DUES-N PUTNAM	166435	25.00
01-01313	FRONTIER PRECISION INC					
		I-156360	101-43110-42700	TRAVEL CONF D REG.-C BEYER & J GALPHIN	166392	80.00
01-03221	SD CHAPTER APWA					
		I-2017-JOHNSON/MCGAN	101-43110-42700	TRAVEL CONF D REG.-T JOHNSON/T MCGANNON	166431	100.00
01-03678	INTERSTATE OFFICE PRODU					
		I-01CS4522	101-43110-42600	SUPPLIES WEEKLY PLANNER	166402	17.85
		I-01CS4896	101-43110-42600	SUPPLIES LASER LABELS	166402	22.89
		I-01CS5073	101-43110-42600	SUPPLIES HANGING FOLDERS	166402	71.72
01-06750	MITCHELL TELECOM					
		I-10579722	101-43110-42916	NUISANCE ABAT ACCT #19259-0	166416	5.64
		I-10585311	101-43110-42800	UTILITIES ACCT #223662-2	166416	3.59
01-07507	COREY BEYER					
		I-11117	101-43110-42700	TRAVEL CONF D OACOMA 1/10 MEAL	166379	11.00
01-09299	JOSEPH GOLPIN					
		I-11117	101-43110-42700	TRAVEL CONF D OACOMA 1/10 MEAL	166394	11.00
				DEPARTMENT 3110 PUBLIC WORKS ADMIN TOTAL:		439.28

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 3700 CEMETERY BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02679	MENARD'S INC					
		I-12872	101-43700-42600	SUPPLIES & MA PAINT,GORILLA TAPE,SHARPIES,	166409	152.52
01-02880	THUNE TRUE VALUE HARDWA					
		I-A327009	101-43700-42600	SUPPLIES & MA EASY FILL FOAM,OAK STAIN MARKE	166443	22.84
				DEPARTMENT 3700 CEMETERY	TOTAL:	175.36

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 4110 HEALTH & WELFARE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01749	MITCHELL AREA SAFEHOUSE					
		I-2017 ALLOCATION	101-44110-42950	MITCHELL AREA 2017 ALLOCATION	166413	4,500.00
				DEPARTMENT 4110 HEALTH & WELFARE	TOTAL:	4,500.00

PACKET: 04298 1/17/17 MEEING - 2017
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
01-01210	LAKEVIEW VETERINARY CLI					
		I-280056-2017	101-44120-42900	IMPOUNDING DO FEBRUARY RENT	166405	722.72
01-02017	DAVISON RURAL WATER SYS					
		I-4837-1/17	101-44120-42800	UTILITIES-NEW JANUARY FEE	166386	31.45
				DEPARTMENT 4120 ANIMAL CONTROL	TOTAL:	754.17

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 4600 EMERGENCY MEDICAL SERV BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01910	PALACE CLEANERS INC.					
		I-64570	101-44600-42900	LINEN CLEANIN LAUNDRY	166422	40.25
01-05325	TRITECH SOFTWARE SYSTEM					
		I-53917	101-44600-42693	COMPUTER SOFT SOFTWARE SUPPORT 1/27/17-18	166446	2,934.48
01-06750	MITCHELL TELECOM					
		I-10585311	101-44600-42800	TELEPHONE & I ACCT #223662-2	166416	0.76
				DEPARTMENT 4600 EMERGENCY MEDICAL SERV TOTAL:		2,975.49

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 5000 CULTURE & RECREATION BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01407	MITCHELL MUNICIPAL BAND					
		I-2017 ALLOCATION	101-45000-42904	MUNICIPAL BAN 2017 ALLOCATION	166414	7,850.00
01-01414	MITCHELL PREHISTORIC IN					
		I-2017 ALLOCATION	101-45000-42908	MIT PREHISTOR 2017 ALLOCATION	166415	13,500.00
01-01931	JOSEPH F PEKAS					
		I-2017 ALLOCATION	101-45000-42904	MUNICIPAL BAN 2017 ALLOCATION	166424	2,400.00
				DEPARTMENT 5000 CULTURE & RECREATION	TOTAL:	23,750.00

PACKET: 04298 1/17/17 MEEING - 2017
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
01-00616	PENGUIN RANDOM HOUSE IN					
		I-1080378412	101-45500-43421	AUDIO-VISUAL CD'S	166426	26.25
01-01015	INGRAM LIBRARY SERVICES					
		I-96595036	101-45500-43420	BOOKS BOOKS	166401	964.73
		I-96595037	101-45500-43420	BOOKS BOOKS	166401	1,102.23
		I-96630500	101-45500-43420	BOOKS BOOKS	166401	162.49
01-04719	CENTURION TECHNOLOGIES					
		I-1547	101-45500-42902	COMPUTER SOFT RENEWAL 3/20/17-18	166384	160.00
01-06750	MITCHELL TELECOM					
		I-10585311	101-45500-42800	UTILITIES ACCT #223662-2	166416	0.67
		I-10586187	101-45500-42800	UTILITIES ACCT #217267-0	166416	58.52
01-08223	OVERDRIVE INC					
		I-H-0039583	101-45500-42693	E-BOOKS/AUDIO PARTICIPATION FEES 1-12/17	166421	3,000.00
				DEPARTMENT 5500 LIBRARY	TOTAL:	5,474.89

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 6500 ECONOMIC/INDUSTRIAL DEV BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-04345	SMALL BUSINESS DEVELOPM					
		I-2017 ALLOCATION	101-46500-42720	SD SMALL BUSI 2017 ALLOCATION	166439	2,500.00
				DEPARTMENT 6500 ECONOMIC/INDUSTRIAL DEV TOTAL:		2,500.00

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 101 GENERAL
DEPARTMENT: 7000 GENERAL LONG TERM LIAB BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06952	WELLS FARGO BANK					
		I-1397460	101-47000-23715	2013 COMM PRO PAYING AGENT FEE	166450	525.00
				DEPARTMENT 7000 GENERAL LONG TERM LIAB TOTAL:		525.00
				FUND 101 GENERAL TOTAL:		68,139.45

PACKET: 04298 1/17/17 MEEING - 2017
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
01-06750	MITCHELL TELECOM					
		I-10585311	201-45110-42800 UTILITIES	ACCT #223662-2	166416	7.50
				DEPARTMENT 5110 RECREATION & AQUATICS TOTAL:		7.50

PACKET: 04298 1/17/17 MEEING - 2017
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
01-06750	MITCHELL TELECOM					
		I-10585311	201-45140-42800	UTILITIES ACCT #223662-2	166416	0.83
				DEPARTMENT 5140 RECREATION CENTER	TOTAL:	0.83

PACKET: 04298 1/17/17 MEEING - 2017
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
01-08281	AMERIPRIDE SERVICES INC					
		I-2800714335	201-45160-42600	SUPPLIES & MA MATS	166371	30.00
				DEPARTMENT 5160 SPORTS COMPLEXES	TOTAL:	30.00

PACKET: 04298 1/17/17 MEEING - 2017
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
01-06750	MITCHELL TELECOM					
		I-10585311	201-45220-42800	UTILITIES ACCT #223662-2	166416	2.45
				DEPARTMENT 5220 SUPERVISION TOTAL:		2.45
				FUND 201 PARK FUND TOTAL:		40.78

PACKET: 04298 1/17/17 MEEING - 2017
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-JANUARY 2017	211-46311-42962	REGIONAL MARK 2017 FUNDING-JANUARY	166410	2,833.00
01-01396	MITCHELL AREA CONVENTIO					
		I-JANUARY 2017	211-46311-42960	CONV VISITORS 2017 FUNDING-JANUARY	166411	19,833.00
01-01400	MITCHELL AREA DEVELOPME					
		I-JANUIARY 2017	211-46311-42961	MITCHELL AREA 2017 FUNDING-JANUARY	166412	5,666.00
				DEPARTMENT 6311 ENTERTAINMENT TAX	TOTAL:	28,332.00
				FUND 211 ENTERTAINMENT TAX	TOTAL:	28,332.00

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 214 E-911 EMERGENCY
DEPARTMENT: 3500 E-911 BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00613	NENA					
		I-300030879	214-43500-42200	PROFESSIONAL 2017 DUES-M HAINES	166419	137.00
01-02984	BROWN & SAENGER					
		I-2153539-0	214-43500-42600	SUPPLIES & MA EMBOSSED NOTARY SEAL	166381	35.00
01-04308	SANTEL COMMUNICATIONS C					
		I-10583076	214-43500-42800	UTILITIES - T ACCT #212623-2	166429	106.16
01-06750	MITCHELL TELECOM					
		I-10585311	214-43500-42800	UTILITIES - T ACCT #223662-2	166416	13.24
				DEPARTMENT 3500 E-911	TOTAL:	291.40
				FUND 214 E-911 EMERGENCY	TOTAL:	291.40

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5150 PALACE TRANSIT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
01-01198	SIGN PRO						
		I-60421	218-45150-42650	UNIFORMS	EMBROIDERED LOGO	166438	69.30
01-02804	TMA STORES						
		I-49026	218-45150-42610	GAS OIL TIRES	TIRE REPAIRS	166445	15.45
01-06750	MITCHELL TELECOM						
		I-10585311	218-45150-42800	UTILITIES	ACCT #223662-2	166416	1.54
01-07371	DICK'S BODY SHOP						
		I-5348	218-45150-42500	REPAIR AND MA	WHEEL ALIGNMENT	166388	65.00
				DEPARTMENT 5150	PALACE TRANSIT	TOTAL:	151.29

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 218 COMMUNITY SERVICES
DEPARTMENT: 5180 JVCC BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-03185	US POSTAL SERVICE					
		I-11117	218-45180-42600	SUPPLIES & MA NEWSLETTER POSTAGE	166447	94.51
01-06750	MITCHELL TELECOM					
		I-10585311	218-45180-42800	UTILITIES ACCT #223662-2	166416	2.78
01-07171	HAPPY MEMORIES BAND					
		I-11017	218-45180-42900	FUNDRAISING DANCE 1/24	166396	150.00
01-09298	DARWIN HUSBY					
		I-11017	218-45180-42900	FUNDRAISING MUSICIAN-HOLIDAY PARTY 1/12	166399	50.00
				DEPARTMENT 5180 JVCC	TOTAL:	297.29
				FUND 218 COMMUNITY SERVICES	TOTAL:	448.58

PACKET: 04298 1/17/17 MEEING - 2017
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
01-06750	MITCHELL TELECOM					
		I-10585311	219-45140-42800	UTILITIES ACCT #223662-2	166416	0.24
01-09069	BIG DADDY D'S INC					
		I-99	219-45140-42911	CONTRACT SERV SENIOR MEALS 1/2-6	166380	1,830.00
				DEPARTMENT 5140 NUTRITION	TOTAL:	1,830.24
				FUND 219 NUTRITION	TOTAL:	1,830.24

PACKET: 04298 1/17/17 MEEING - 2017
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
01-02679	MENARD'S INC					
		I-12755	602-43330-42600	SUPPLIES & MA TRIGGER TORCH KIT	166409	24.97
01-02840	TESSIER'S INC					
		I-TES019987	602-43330-42500	REPAIR & MAIN REPAIRS @ WATER BASIN BLDG	166442	68.95
01-02984	BROWN & SAENGER					
		I-2155301-0	602-43330-42600	SUPPLIES & MA COPY PAPER,HIGHLIGHTERS,RPT CO	166381	35.41
01-06750	MITCHELL TELECOM					
		I-10585311	602-43330-42800	UTILITIES ACCT #223662-2	166416	0.20
01-07131	BAKER BROS ELECTRIC LLC					
		I-443	602-43330-42600	SUPPLIES & MA REPAIRS @ WATERSHED & N GARAGE	166376	1,830.65
		I-443	602-43330-42500	REPAIR & MAIN REPAIRS @ WATERSHED & N GARAGE	166376	560.00
01-07598	AQUA-PURE INC					
		I-MITSD1701	602-43330-42620	CHEMICAL SERV MONTHLY SERVICE/CHEMICALS	166372	1,650.00
01-08281	AMERIPRIDE SERVICES INC					
		I-2800714328	602-43330-42600	SUPPLIES & MA MOPS/MATS	166371	30.00
				DEPARTMENT 3330 WATER TREATMENT PLANT	TOTAL:	4,200.18

PACKET: 04298 1/17/17 MEEING - 2017
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
01-03678	INTERSTATE OFFICE PRODU					
		I-01CS5073	602-43340-42600	SUPPLIES & MA HANGING FOLDERS	166402	35.86
01-06750	MITCHELL TELECOM					
		I-10585311	602-43340-42800	UTILITIES ACCT #223662-2	166416	0.21
				DEPARTMENT 3340 WATER DISTRIBUTION	TOTAL:	36.07
				FUND 602 WATER	TOTAL:	4,236.25

PACKET: 04298 1/17/17 MEEING - 2017
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
01-02679	MENARD'S INC						
		I-13125	604-43200-42600	SUPPLIES	WRENCH,40W BULBS	166409	33.97
01-02939	SD DEPT OF ENVIRONMENT						
		I-FY17INV0000258-M1	604-43200-42210	ENVIRONMENTAL	DISCHARGE PERMIT	166432	13,500.00
01-03678	INTERSTATE OFFICE PRODU						
		I-01CS5073	604-43200-42600	SUPPLIES	HANGING FOLDERS	166402	35.86
01-04308	SANTEL COMMUNICATIONS C						
		I-10583387	604-43200-42800	UTILITIES	ACCT #208282-0	166429	70.00
				DEPARTMENT 3200 WASTE WATER TREATMENT		TOTAL:	13,639.83

PACKET: 04298 1/17/17 MEEING - 2017
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
01-00236	BENDER'S SEWER CLEANING						
		I-18717	604-43250-42500	REPAIRS	SEWER LINE REPAIRS-ANDREW&DUFF	166378	3,720.00
01-00712	NAPA AUTO PARTS						
		I-646737	604-43250-42610	GAS	BLUE DEF	166418	26.97
01-01570	MCFARLAND SUPPLY #3342						
		I-4512610	604-43250-42600	SUPPLIES	SEALANT,HARDWARE	166407	18.35
					DEPARTMENT 3250 WASTE WATER COLLECTION	TOTAL:	3,765.32
					FUND 604 SEWER	TOTAL:	17,405.15

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 606 AIRPORT
DEPARTMENT: 3500 AIRPORT BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-06750	MITCHELL TELECOM					
		I-10584476	606-43500-42800	UTILITIES ACCT #248999-0	166416	58.52
				DEPARTMENT 3500 AIRPORT	TOTAL:	58.52
				FUND 606 AIRPORT	TOTAL:	58.52

PACKET: 04298 1/17/17 MEEING - 2017
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
01-00712	NAPA AUTO PARTS					
		I-646736	612-43230-42600	SUPPLIES BLUE DEF	166418	53.94
				DEPARTMENT 3230 WASTE COLLECTION	TOTAL:	53.94

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 612 SANITATION
DEPARTMENT: 3240 LANDFILL BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-01202	TK ELECTRIC					
		I-13737	612-43240-42500	REPAIR AND MA TIME DELAY FUSE	166444	48.66
01-01417	GOLDEN WEST TECHNOLOGIE					
		I-312754	612-43240-42800	UTILITIES QUARTERLY SECURITY MONITORING	166393	75.00
		I-312755	612-43240-42800	UTILITIES QUARTERLY SECURITY MONITORING	166393	75.00
01-02017	DAVISON RURAL WATER SYS					
		I-5095-1/17	612-43240-42800	UTILITIES JANUARY FEES	166386	42.35
01-04046	CAROLINA SOFTWARE, INC.					
		I-63404	612-43240-42540	REPAIRS/MAINT QUARTERLY SOFTWARE SUPPORT	166383	200.00
01-04308	SANTEL COMMUNICATIONS C					
		I-10583500	612-43240-42800	UTILITIES ACCT #260507-2	166429	81.45
01-08281	AMERIPRIDE SERVICES INC					
		I-2800715770	612-43240-42500	REPAIR AND MA MATS	166371	30.00

DEPARTMENT 3240 LANDFILL TOTAL: 552.46

FUND 612 SANITATION TOTAL: 606.40

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 613 CORN PALACE
DEPARTMENT: 5650 CORN PALACE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00424	CAMPBELL SUPPLY INC.					
		I-8-1/6/17	613-45650-42600	SUPPLIES & MA SOCKET,EXTENSION,ADAPTERS,GRIN	166382	182.75
01-00764	ASCAP					
		I-2017 FEE	613-45650-42200	PROFESSIONAL BASE LICENSE FEE	166373	341.00
01-01490	MUELLER LUMBER CO. INC.					
		I-244558	613-45650-42600	SUPPLIES & MA HAMMER DRIVE ANCHOR,DRILL BIT	166417	122.38
01-02537	SHERWIN-WILLIAMS COMPAN					
		I-8093-6	613-45650-42500	REPAIRS & MAI WHITE PAINT	166437	4.98
01-02560	PEPSI COLA COMPANY					
		I-97583317	613-45650-42610	COST OF GOODS POP	166427	278.25
01-02811	JONES SUPPLIES					
		I-107182	613-45650-42600	SUPPLIES & MA DISH DETERGENT,SANITIZER	166403	167.51
		I-107206	613-45650-42600	SUPPLIES & MA ROLL TOWELS,GLASS CLEANER,DETE	166403	511.39
		I-107207	613-45650-42600	SUPPLIES & MA NAPKINS,VINYL GLOVES	166403	113.57
01-02880	THUNE TRUE VALUE HARDWA					
		I-B152701	613-45650-42500	REPAIRS & MAI COBALT DRILLS,UTILITY LOCK	166443	21.15
01-03700	FARNER-BOCKEN COMPANY					
		I-5390081	613-45650-42610	COST OF GOODS C.P. CONCESSION PRODUCT	166391	1,692.41
01-06750	MITCHELL TELECOM					
		I-10581307	613-45650-42800	UTILITIES ACCT #21334-7	166416	11.85
		I-10585311	613-45650-42800	UTILITIES ACCT #223662-2	166416	1.26
01-07413	LTS DISTRIBUTING					
		I-2017 ADVT	613-45650-42320	ADVERTISING/P 2017 ADVERTISING	166406	595.00
01-07762	VISITOR INDUSTRY ALLIAN					
		I-2017 MEMBERSHIP	613-45650-42700	TRAVEL, CONFE 2017 VIA MEMBERSHIP	166448	110.00
01-08281	AMERIPRIDE SERVICES INC					
		I-2800716279	613-45650-42500	REPAIRS & MAI MATS	166371	33.48

DEPARTMENT 5650 CORN PALACE TOTAL: 4,186.98

FUND 613 CORN PALACE TOTAL: 4,186.98

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 614 GOLF COURSE
DEPARTMENT: 5250 GOLF COURSE BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-02679	MENARD'S INC					
		I-12872	614-45250-42600	SUPPLIES & MA PAINT,GORILLA TAPE,SHARPIES,	166409	152.53
01-08892	ERIC HIEB					
		I-2017-1	614-45250-42200	GOLF PRO CONT PAYMENT #1	166397	4,208.50
				DEPARTMENT 5250 GOLF COURSE	TOTAL:	4,361.03
				FUND 614 GOLF COURSE	TOTAL:	4,361.03

PACKET: 04298 1/17/17 MEEING - 2017
VENDOR SET: 01
FUND : 700 AGENCY FUNDS
DEPARTMENT: 5300 AGENCY FUNDS BANK: APBNK
BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-00436	FARMERS ALLIANCE					
		I-IR3728	700-45300-42902	PARK 20# LP BOTTLES	166390	9.39
01-03008	PAT DOCKENDORF					
		I-1317	700-45300-42904	CORN PALACE G AVON/ETHAN GAMES 1/3	166389	75.00
01-08123	LORI SCHMIDT					
		I-1317	700-45300-42904	CORN PALACE G AVON/ETHAN GAMES 1/3	166430	75.00
01-09297	AVON SCHOOL DISTRICT					
		I-1317	700-45300-42904	CORN PALACE G AVON VS ETHAN GAME 1/3	166374	911.35
				DEPARTMENT 5300 AGENCY FUNDS	TOTAL:	1,070.74
				FUND 700 AGENCY FUNDS	TOTAL:	1,070.74
					REPORT GRAND TOTAL:	131,007.52

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2017-2018	101-41110-42700	TRAVEL, CONF & DUES	42.00	1,300	1,258.00				
	101-41110-42720	DISTRICT III DUES	12,171.00	12,171	0.00				
	101-41210-42600	SUPPLIES & MATERIALS	7.90	800	617.10				
	101-41210-42700	TRAVEL, CONFERENCE, DUES	20.00	4,500	4,480.00				
	101-41210-42800	UTILITIES-TELEPHONE	1.40	700	698.60				
	101-41220-42700	TRAVEL, CONF, DUES	20.00	4,500	4,480.00				
	101-41220-42800	UTILITIES-TELEPHONE	3.79	250	246.21				
	101-41410-42810	UTILITIES-TELEPHONE	0.79	0	0.79-	Y			
	101-41420-41100	SALARIES-FINANCE	53.25	306,169	294,905.64				
	101-41420-42600	SUPPLIES & MATERIALS	179.78	12,400	12,220.22				
	101-41420-42800	UTILITIES - TELEPHONE	4.25	230	225.75				
	101-41440-42600	SUPPLIES & MATERIALS	12.15	2,500	2,487.85				
	101-41440-42800	UTILITIES - TELEPHONE	0.01	500	499.99				
	101-41935-42850	UTILITIES/TELEPHONE	2,161.79	32,000	29,838.21				
	101-41935-42920	COMPUTER SOFTWARE	6,260.00	60,600	31,085.88				
	101-42110-42200	PROFESSIONAL SERVICES	225.00	19,500	19,275.00				
	101-42110-42201	BUILDING MAINT/CLEANING SU	159.12	24,000	23,840.88				
	101-42110-42205	ELEVATOR-SERVICE CONTRACT	732.69	2,735	2,002.31				
	101-42110-42600	SUPPLIES	430.34	16,100	15,669.66				
	101-42110-42630	PROJECT LIFESAVER	10.54	1,100	1,089.46				
	101-42110-42650	SHOOTING SUPPLIES	1,398.00	11,000	9,602.00				
	101-42110-42800	TELEPHONE	42.55	13,000	12,957.45				
	101-42110-42940	EMERGENCY RESPONSE UNIT	481.44	5,000	4,518.56				
	101-42200-42500	VEHICLE MAINT	15.27	5,200	5,184.73				
	101-42200-42600	SUPPLIES	33.95	7,500	7,466.05				
	101-42200-42640	UNIFORMS	325.61	5,200	4,874.39				
	101-42200-42693	COMPUTER SOFTWARE	962.90	1,500	537.10				
	101-42200-42700	TRAVEL, CONF & DUES	850.00	1,800	950.00				
	101-42200-42800	TELEPHONE	3.45	2,000	1,996.55				
	101-43100-42500	REPAIRS	40.00	16,000	15,960.00				
	101-43100-42600	SUPPLIES	232.56	142,500	142,267.44				
	101-43100-42800	UTILITIES	78.71	16,000	15,921.29				
	101-43100-43419	DUMP TRUCK	85.02	0	85.02-	Y			
	101-43110-42600	SUPPLIES	112.46	9,500	9,387.54				
	101-43110-42650	UNIFORMS	5.59	1,800	1,794.41				
	101-43110-42700	TRAVEL CONF DUES	312.00	6,000	5,588.00				
	101-43110-42800	UTILITIES	3.59	3,400	3,396.41				
	101-43110-42916	NUISANCE ABATEMENT	5.64	5,000	4,994.36				
	101-43700-42600	SUPPLIES & MATERIALS	175.36	20,000	19,824.64				
	101-44110-42950	MITCHELL AREA SAFEHOUSE	4,500.00	4,500	0.00				
	101-44120-42800	UTILITIES-NEW POUND	31.45	2,700	2,668.55				
	101-44120-42900	IMPOUNDING DOGS	722.72	16,000	14,554.56				
	101-44600-42693	COMPUTER SOFTWARE/SUPPORT	2,934.48	3,000	65.52				
	101-44600-42800	TELEPHONE & INTERNET	0.76	2,300	2,299.24				
	101-44600-42900	LINEN CLEANING	40.25	400	359.75				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
	101-45000-42904	MUNICIPAL BAND	10,250.00	10,250	0.00				
	101-45000-42908	MIT PREHISTORIC IND VILLAG	13,500.00	10,000	3,500.00-	Y			
	101-45500-42693	E-BOOKS/AUDIO BOOKS	3,000.00	14,920	11,920.00				
	101-45500-42800	UTILITIES	59.19	33,000	32,940.81				
	101-45500-42902	COMPUTER SOFTWARE	160.00	0	160.00-	Y			
	101-45500-43420	BOOKS	2,229.45	55,000	52,770.55				
	101-45500-43421	AUDIO-VISUAL	26.25	15,000	14,973.75				
	101-46500-42720	SD SMALL BUSINESS DEV. CEN	2,500.00	2,500	0.00				
	101-47000-23715	2013 COMM PROJECTS-INT	525.00	20,380	19,855.00				
	201-45110-42800	UTILITIES	7.50	700	692.50				
	201-45140-42800	UTILITIES	0.83	67,000	66,999.17				
	201-45160-42600	SUPPLIES & MATERIALS	30.00	60,000	59,970.00				
	201-45220-42800	UTILITIES	2.45	600	597.55				
	211-46311-42960	CONV VISITORS BUR- 35%	19,833.00	238,000	218,167.00				
	211-46311-42961	MITCHELL AREA DEV-10%	5,666.00	68,000	62,334.00				
	211-46311-42962	REGIONAL MARKETING-5%	2,833.00	34,000	31,167.00				
	214-43500-42200	PROFESSIONAL SERVICES	137.00	4,300	4,163.00				
	214-43500-42600	SUPPLIES & MATERIALS	35.00	1,000	965.00				
	214-43500-42800	UTILITIES - TELEPHONE	119.40	17,200	17,080.60				
	218-45150-42500	REPAIR AND MAINTENANCE	65.00	14,000	13,935.00				
	218-45150-42610	GAS OIL TIRES	15.45	76,500	76,484.55				
	218-45150-42650	UNIFORMS	69.30	1,200	1,130.70				
	218-45150-42800	UTILITIES	1.54	800	798.46				
	218-45180-42600	SUPPLIES & MATERIALS	94.51	9,400	9,305.49				
	218-45180-42800	UTILITIES	2.78	20,000	19,997.22				
	218-45180-42900	FUNDRAISING	200.00	6,200	5,850.00				
	219-45140-42800	UTILITIES	0.24	212	211.76				
	219-45140-42911	CONTRACT SERVICES-MEALS	1,830.00	200,035	198,205.00				
	602-43330-42500	REPAIR & MAINTENANCE	628.95	25,300	24,671.05				
	602-43330-42600	SUPPLIES & MATERIALS	1,921.03	13,100	11,178.97				
	602-43330-42620	CHEMICAL SERVICE CONTRACT	1,650.00	17,000	15,350.00				
	602-43330-42800	UTILITIES	0.20	104,000	103,999.80				
	602-43340-42600	SUPPLIES & MATERIALS	35.86	65,000	64,964.14				
	602-43340-42800	UTILITIES	0.21	3,000	2,999.79				
	604-43200-42210	ENVIRONMENTAL FEES	13,500.00	13,500	0.00				
	604-43200-42600	SUPPLIES	69.83	20,000	19,930.17				
	604-43200-42800	UTILITIES	70.00	175,000	174,930.00				
	604-43250-42500	REPAIRS	3,720.00	7,000	3,280.00				
	604-43250-42600	SUPPLIES	18.35	36,000	35,981.65				
	604-43250-42610	GAS	26.97	6,000	5,973.03				
	606-43500-42800	UTILITIES	58.52	16,200	16,141.48				
	612-43230-42600	SUPPLIES	53.94	35,000	34,946.06				
	612-43240-42500	REPAIR AND MAINTENANCE	78.66	25,000	24,921.34				
	612-43240-42540	REPAIRS/MAINTENANCE COMPUT	200.00	800	600.00				
	612-43240-42800	UTILITIES	273.80	11,000	10,726.20				

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=========LINE ITEM========= ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG	=======GROUP BUDGET======= ANNUAL BUDGET	BUDGET OVER AVAILABLE BUDG
	613-45650-42200	PROFESSIONAL SERVICES	341.00	1,200	859.00		
	613-45650-42320	ADVERTISING/PRINTING	595.00	45,000	44,405.00		
	613-45650-42500	REPAIRS & MAINTENANCE	59.61	31,000	30,940.39		
	613-45650-42600	SUPPLIES & MATERIALS	1,097.60	55,000	53,902.40		
	613-45650-42610	COST OF GOODS SOLD	1,970.66	130,000	128,029.34		
	613-45650-42700	TRAVEL, CONFERENCES, DUES	110.00	4,500	4,390.00		
	613-45650-42800	UTILITIES	13.11	88,000	87,986.89		
	614-45250-42200	GOLF PRO CONTRACT	4,208.50	66,000	61,791.50		
	614-45250-42600	SUPPLIES & MATERIALS	152.53	25,000	24,847.47		
	700-45300-42902	PARK	9.39	25,000	24,656.13		
	700-45300-42904	CORN PALACE GAMES	1,061.35	25,000	23,938.65		
	** 2017-2018 YEAR TOTALS **		131,007.52				

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-1110	CITY COUNCIL	12,213.00
101-1210	MAYOR'S OFFICE	29.30
101-1220	CITY ADMINISTRATOR	23.79
101-1410	ATTORNEY'S OFFICE	0.79
101-1420	FINANCE	237.28
101-1440	HUMAN RESOURCES	12.16
101-1935	INFORMATION TECHNOLOGY	8,421.79
101-2110	POLICE DEPARTMENT	3,479.68
101-2200	FIRE DEPARTMENT	2,191.18
101-3100	STREET DEPARTMENT	436.29
101-3110	PUBLIC WORKS ADMIN	439.28
101-3700	CEMETERY	175.36
101-4110	HEALTH & WELFARE	4,500.00
101-4120	ANIMAL CONTROL	754.17
101-4600	EMERGENCY MEDICAL SERV	2,975.49
101-5000	CULTURE & RECREATION	23,750.00
101-5500	LIBRARY	5,474.89
101-6500	ECONOMIC/INDUSTRIAL DEV	2,500.00
101-7000	GENERAL LONG TERM LIAB	525.00
101 TOTAL	GENERAL	68,139.45

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
201-5110	RECREATION & AQUATICS	7.50
201-5140	RECREATION CENTER	0.83
201-5160	SPORTS COMPLEXES	30.00
201-5220	SUPERVISION	2.45
201 TOTAL	PARK FUND	40.78
211-6311	ENTERTAINMENT TAX	28,332.00
211 TOTAL	ENTERTAINMENT TAX	28,332.00
214-3500	E-911	291.40
214 TOTAL	E-911 EMERGENCY	291.40
218-5150	PALACE TRANSIT	151.29
218-5180	JVCC	297.29
218 TOTAL	COMMUNITY SERVICES	448.58
219-5140	NUTRITION	1,830.24
219 TOTAL	NUTRITION	1,830.24
602-3330	WATER TREATMENT PLANT	4,200.18
602-3340	WATER DISTRIBUTION	36.07
602 TOTAL	WATER	4,236.25
604-3200	WASTE WATER TREATMENT	13,639.83
604-3250	WASTE WATER COLLECTION	3,765.32
604 TOTAL	SEWER	17,405.15
606-3500	AIRPORT	58.52
606 TOTAL	AIRPORT	58.52

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
612-3230	WASTE COLLECTION	53.94
612-3240	LANDFILL	552.46
612 TOTAL	SANITATION	606.40
613-5650	CORN PALACE	4,186.98
613 TOTAL	CORN PALACE	4,186.98
614-5250	GOLF COURSE	4,361.03
614 TOTAL	GOLF COURSE	4,361.03
700-5300	AGENCY FUNDS	1,070.74
700 TOTAL	AGENCY FUNDS	1,070.74
	** TOTAL **	131,007.52

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 01/17/2017

Requested By: Neil Putnam

Desired Action of City Council

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

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

Agenda Item: Board of Adjustment: Set Date for Hearing 2/6/2017

Explanation/Background of Agenda Item Requested:

Stephanie Kampshoff has applied for conditional use permit to operate a family residential child care center in her home located 622 S Minnesota St, legally described as Lot 8 & S 46' of Lot 9, Block 7, Van Eps 2nd Addition, City of Mitchell, Davison County, SD

LAZ EPS 2 ADDITION
SOUTH IOWA STREET
SOUTH MONTANA STREET
SOUTH MINNESOTA STREET
SOUTH WISCONSIN STREET
SOUTH EDMUNDS STREET
WEST DOUGLAS AVENUE
WEST ELM AVENUE

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 01/17/2017 Requested By: McGannon

Desired Action of City Council

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

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

Agenda Item: Revenue should be adjusted once a decision is made

Explanation/Background of Agenda Item Requested:

Discussion and Decision:

The following sheet shows the result of the December 15 bid for recycling services. One of two alternatives may be taken.
Base Bid for curbside recycling is bid by Dependable Sanitation in the amount of $23,800 per month.
Alternate bid for Single Stream with new containers of at least 35 gallons with lid is bid by Petrik Sanitation at $24,166 per month.

BID TABULATION FOR CURBSIDE RECYCLING CITY PROJECT #2017-2
BID OPENING: 12/15/16 - 1:30 PM, CITY HALL, MITCHELL, SOUTH DAKOTA

	Petrik Sanitation Inc. 40525 254th St. Mitchell, SD 57301	Dependable Sanitation Inc. P.O. Box 378 Aberdeen, SD 57401		Dependable Recycling Box 378 Aberdeen, South Dakota 57402-0378 2014 BID
Base Bid for Curbside Recycling as defined: 1. Lump Sum Bid	$ 25,852.00 month $ 310,224.00 year	$ 23,800.00 month $ 285,600.00 year	$_____month $_____year	$ 19,880 /month $ 238,560 /year
ALTERNATE BID A: Single Stream for Residential (Communal Containers maybe used for Apartments) 2A. Lump Sum Bid	$ 24,166.00 month $ 289,992.00 year	$ NO BID $ NO BID	$_____month $_____year	No Bid /month $ No Bid/year
ALTERNATE BID B: Institutional Generator Service as broadly defined				
B-3 Each 3 C.Y. container per 3 c.y. container per month with weekly pickup	$ 4.80/per 3 c.y. cont per month w/weekly pickup	$ 65.00 /per 3 c.y. cont per month w/weekly pickup	$ _____ /per 3 c.y. cont per month w/weekly pickup	

Prepared by Deb Hanson-Sudbeck

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:	1/17/2017	Requested By:	Stephanie Ellwein

Desired Action of City Council:

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

Amount Budgeted in current fiscal year for this item (if applicable): $8,058,880 approved in election referral + $35,500 in storm sewer funds for enhanced storm sewer improvements.

Agenda Item: Action to award bids for the construction of an indoor aquatic center

Explanation/Background of Agenda Item Requested:

The City received four competitive bids for the construction of the indoor aquatic center. The base bids ranged from $7,249,000- $7,617,500.

Our recommendation is to approve the bid received from Puetz Corporation's Base bid plus alternatives 1, 2, 3, 5, 6,7, and 8. This would bring the total for the contract award to $7,429,500. We are recommending rejecting alternative 4 and alternative 9.

The two alternatives that would not be accepted would be the larger slide and the sound baffles, due to cost considerations. The Indoor aquatic center would still include the drop slide in the leiruse pool, and still includes the ability to add the larger slide if funding could be identified prior to construction being completed (or it could be added at a later date). The City is estimating approximately $629,415 in professional & testing fees, and has identified $35,465 in contingency for the project as well. This would bring the total projected cost of the project to $8,094,380.

The recommended contract award to Puetz in the amount of $7,429,500 includes $35,500 for storm sewer improvements. The storm sewer improvements would be funded with storm sewer funds. The base bid for the project includes surface drainingage, and addresses the requirements for the construction of the aquatic center. Bid Alternative #8 (funded out of storm sewer) would allow the city to resolve existing storm drainage concern in the area. By including this alternative in the project, we can address the existing storm drainage concern while the area is already under construction. When $35,500 of storm sewer funds are added to the approved pool funding of $8,058,880 it brings the total identified revenue to $8,094,380, matching the proposed costs outlined above.

The above recommended bid award is only accurate if alternatives 1, 2, 3, 5, 6, 7,

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

and 8 are selected. If the Council chooses to change any of these proposed alternatives, that could also change the low bidder the contract will be awarded to due to the competitiveness of the bids that were received. We cannot confirm the low bidder until the Council first confirms which alternatives will be agreed to.

Project Title: **Mitchell Recreation Center**
Aquatics Center
Location: **Mitchell, SD**
Bid Date: **December 22, 2016**
Time: **3:30 PM**

MSH ARCHITECTS

Contractor	GA Johnson Construction	Puetz Corporation	Sunkota Construction, Inc.	WELFL Construction
	Bid Bond ●	Bid Bond ●	Bid Bond ●	Bid Bond ●
	Addenda 1 ●	Addenda 1 ●	Addenda 1 ●	Addenda 1 ●
	Addenda 2 ●	Addenda 2 ●	Addenda 2 ●	Addenda 2 ●
	Addenda 3 ●	Addenda 3 ●	Addenda 3 ●	Addenda 3 ●
	Addenda 4 ●	Addenda 4 ●	Addenda 4 ●	Addenda 4 ●
Base Bid	$7,385,000	$7,260,000	$7,249,000	$7,617,500
Alternate #1 Ultraviolet Sanitation	$65,500	$64,500	$69,000	$66,000
Alternate #2 Competition Pool play features	$37,000	$35,500	$34,000	$40,000
Alternate #3 Recreation Pool play features	$80,000	$80,500	$76,000	$82,500
Alternate #4 Waterslide	$263,500	$260,000	$265,000	$266,000
Alternate #5 Dropslide	$21,000	$21,500	$24,000	$22,000
Alternate #6 Underwater lights	$30,500	$30,000	$30,000	$35,500
Alternate #7 Sand Filters	($102,000)	($98,000)	($100,000)	($107,000)
Alternate #8 Exterior Storm Sewer System	$34,500	$35,500	$51,000	$45,000
Alternate #9 Sound Baffles	$103,000	$116,000	$100,000	$133,500
TOTAL with ALL Alternates	$7,918,000	$7,805,500	$7,798,000	$8,201,000

January 17, 2017

City Council
C/O Mayor Jerry Toomey
City of Mitchell, South Dakota

RE: Mitchell Recreation Center Indoor Aquatics
1300 North Main St Mitchell, SD 57501

MSH
ARCHITECTS

TELEPHONE: 605-332-7850

FACSIMILE: 605-332-3539

625 S. MINNESOTA AVENUE
SUITE 204
SIOUX FALLS, SOUTH DAKOTA
57104-4873

Honorable Mayor and City Council Members,

IT IS MY PLEASURE TO ANNOUNCE THAT COMPETITIVE BIDS WERE SUCCESSFULLY RECEIVED ON DECEMBER 22, 2016 at 3:30pm.

On your behalf, we opened and read four bids from four pre-qualified construction firms; each containing the appropriate bid bond and acknowledgement of all 4 addenda.

As you know, we received bids for a base project that was specifically defined to achieve a basic project that would be achievable with the approved funds; and then included alternates for additional desirable elements, with the understanding that not all items would likely fall under the funding cap.

After discussion with the Owner's executive design team members, I recommend that you accept as many items as will fall within your budget. This would be as follows: Base bid plus alternates 1, 2, 3, 5, 6, 7 and 8 for a total contract amount of $7,429,500; with the successful bidder being Puetz Corporation.

With your formal approval, I am prepared to draft this contract for your use. I and the entire team at MSH Architects look forward to the upcoming construction phase of the work.

Respectfully,

Robin J Miller
President, CEO

Cc: Stephanie Ellwein
Tim McGannon

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:	01/16/2017	Requested By:	Kevin Thurman, Golf & Cemetery Director

Desired Action of City Council:

☐ Authorization ☒ Approval ☐ Resolution
☐ Ordinance ☐ Citizen Request ☐ Discussion

Amount Budgeted in current fiscal year for this item (if applicable): 66,000

Agenda Item: A2017-01 2017-18 Clubhouse Contract

Explanation/Background of Agenda Item Requested:

A two year contract for Clubhouse Managers Agreement

Contract approval reqested unanimously by Golf & Cemetery Board on 1-09-2017 at My recommendation

Clubhouse Manager Eric Hieb has done a very good job the last two years managing the clubhouse. Well liked by the Public and those that work with him.

CLUBHOUSE MANAGER AGREEMENT

THIS AGREEMENT, made and entered into as of the date subscribed below, by and between the City of Mitchell, a South Dakota municipal corporation, hereafter "City", and Eric Hieb, hereafter "Manager"; and

WHEREAS the purpose of this Agreement is for the operation of the Lakeview Municipal Golf Course Clubhouse (hereafter "Clubhouse"), clubhouse concessions, and other things and matters as hereafter more fully specified.

THEREFORE, in consideration of the mutual covenants by each party to be performed as herein contained, the parties agree to terms and conditions as follows:

The term "City" as used in this Agreement shall include the Director of Golf and Cemetery (hereafter "Director"), the Mayor or the Mayor's administrative assistant, the City Council in actions taken as the governing body of the City, and any other City officer as shall be indicated by the context of the use of the term "City".

This contract is for the term commencing March 1, 2017 and terminating December 31st, 2018 and covering each annual golf season occurring within said term as set forth in Exhibit A which is attached hereto and incorporated by reference.

A. MANAGER AGREES TO PROVIDE OR PERFORM THE FOLLOWING:

1. Manager shall manage and operate the Clubhouse in accordance with this Agreement during the golf season, and from the seasonal beginning and ending dates as shall be requested by the Director. It is anticipated that the dates of operation of the Clubhouse for the season will be from March 15 through November 30 of each golf season during the term of this Agreement. The actual dates of operation of the Golf Course may be varied by the Director due to weather or other factors in the sole discretion of the Director.

2. Manager shall collect fees for and on behalf of the City in the amounts which shall be determined by the City. Manager shall also collect any applicable sales tax upon, including but not limited to, the following items:

    a. greens fees, punch cards, and memberships
    b. tournament fees (sponsor and participant)
    c. cart trail fees (annual and daily)
    d. cart electrical fees
    e. locker rent fees
    f. cart storage fees
    g. cart rental (annual and daily)
    h. range use fees (annual and daily)

Manager shall deposit said funds and provide any documentation and reporting of fee collection, tee times, and supporting data as directed by the City. It is specifically understood that the daily cart fee covers only private carts brought onto the course and which have not paid the annual trail fee. Manager shall submit to the City a daily account of each day's total receipts in the specific manner which the City shall direct, together with the daily cash register Point of Sale (hereafter "POS") printout, and the daily total cash receipts and cash POS records, together with an itemized account of each day's transactions. Manager shall make the daily deposits as directed by the City or, in the sole discretion of the City, be subject to a 2% daily penalty for the day's total receipts for any day which the daily deposit is not made by the following business day. Collection of penalty by the City shall not constitute a waiver of such material breach of this Agreement. Manager shall submit monthly accounting of information and itemization of accounts and records as the City shall direct.

The City Finance Officer may conduct reviews or audits of the personal business accounts of the Manager at any and all reasonable times and places. The City Finance Officer may also require additional reporting requirements as deemed appropriate in City's sole discretion. Failure to cooperate with the City Finance Officer may, at the sole discretion of City, be deemed a material breach of this contract for which there is no cure.

At no time shall Manager interfere with the City taking daily, weekly, or monthly readings of POS records from the main computer as needed to verify proper revenue handling of funds by the Manager and his employees. Manager shall be liable for repayment of funds arising from any substantiated act(s) of embezzlement by the Manager and/or his employees, irrespective of criminal prosecution/conviction. Manager shall fully cooperate in this procedure.

3. Manager shall comply with the accounting procedures set forth herein and any subsequent amendments to the same during the term of this Agreement, and in respect to the collection and reporting of the fees and charges provided for in this Agreement, including, but not limited to, the following:

   a. Cash registers and POS system (which shall be property of the City) shall be programmed to account separately for all the fees and charges to be collected for and on behalf of the City in a manner that shall be directed by the City.

   b. All cash register voids regarding charges to be collected on behalf of the City shall be explained and supported by proper documentation. Such explanation and documentation shall be provided to the City by the Manager for each voided transaction on a daily basis and shall be submitted to the City automatically.

   c. All daily and annual receipts voided shall have all carbon, NCR paper, or other supporting documentation intact. Any missing copies, numbered bag tags, or missing tickets in respect to fees shall be charged to the Manager as 18-hole greens fees in respect to daily greens fees, actual punch card value, and as a single family base

annual membership in respect to numbered tags, receipts, etc. in respect to annual membership fees.

d. In regard to rain check or similar refunds where the carbon copy of the ticket is remitted to the patron prior to issuing the refund, an accounting or written statements in a form designated by the City may be remitted in lieu of the original carbon copy of the ticket. Any refund or rain check of funds shall be documented and presented to the City with the daily transaction report.

e. Seasonal fee receipts shall be dated and have the names of the purchaser and persons purchased for written on them. Daily fee patrons will receive register receipt for on course validation of payment. No golf play will be allowed unless the fees are collected and proper receipts have been filled out.

4. Manager shall keep, maintain, and enforce proper order on the Golf Course and in the Clubhouse. Manager shall control traffic and play on the Golf Course to ensure orderly and expeditious play in accordance with the guidelines set by the Director and Lakeview Golf Course Board, which shall be communicated to the Manager in writing.

5. Manager shall open the Clubhouse at the following times:

March 15 to March 31:	8:00 A.M. (weather dependent)
April 1 to April 30:	7:00 A.M.
May 1 to May 31:	6:30 A.M.
June 1 to August 31:	6:00 A.M.
September 1 to September 30:	7:00 A.M.
October 1 to November 30:	8:00 A.M. (weather dependent)

Manager shall keep the Clubhouse open continuously thereafter until the Golf Course closes or until nightfall makes continued golfing unsafe or unreasonable. The City may vary the opening time requirements as may be appropriate upon conditions and circumstances but shall not require the Manager to open the Clubhouse earlier than the above specified times. Manager further agrees to maintain and operate, during the hours of Golf Course operation, a concession, beverage cart, and pro-shop for the sale of lunches, golf equipment and supplies, soft drinks, beer, and other such sundry items as shall be appropriate to the operation of the Clubhouse and pro-shop. Manager shall take input in regards to the selection of food items in cooperation with the City and Lakeview Golf Course Board. If necessary to meet the needs of the public, the City or the Lakeview Golf Course Board may require certain food items to be supplied by the Manager for sale to the public with the Manager retaining all income from sale of said items. Manager shall maintain personal presence and hours of management adequate to ensure operation of the Clubhouse for the benefit of the golfing public as shall be satisfactory to the City.

6. Manager shall collect the fees charged to personal locker patrons at the set fee of $25.00 per locker per season and deposit funds to the City as required. Locker rental records

shall be maintained and current. Manager shall keep locker rented and a waiting list current of those wishing to rent lockers.

7. Manager shall pay all bills in connection with the operation of the concessions and pro-shop and shall indemnify and hold harmless the City, its agents, and employees from any and all claims of any kind or nature whatsoever which arise from or in connection with the operation of said concessions and pro-shop by Manager. Manager shall maintain a credit rating with the suppliers, manufacturers, and others so as not to discredit the reputation of the City. Manager shall have no authority to incur expenses on behalf of the City and shall not hold himself out as an agent of the City.

8. Manager shall provide golf equipment sales and service as appropriate for the pro-shop.

9. Manager shall provide, at his own expense, hand pull carts for rental and shall retain all income from therefrom.

10. Manager shall, on behalf of the City, handle and manage the leasing of motorized carts owned by the City. A valid driver's license is required to operate public or private carts. A motorized cart rental waiver of liability form (in such form as shall be provided by the City) shall be signed by each person renting and operating a cart upon the Golf Course. Manager shall maintain a waiting list of names of persons desiring cart storage in the City storage facilities.

11. Manager shall provide golf instruction. To the extent practical, and in accordance with the needs of the public, lessons and teaching schedules during the season shall be scheduled so as not to interfere with the regular play on the Golf Course. Use of the Golf Course by the Mitchell High School for the Golf Team shall be regulated by the City.

12. Manager shall submit to the City and maintain in effect during the term of this Agreement a surety bond in favor of the City in the penal sum of Fifty Thousand Dollars ($50,000.00) to bind the Manager to the faithful performance of his/her duties and to cover any redemption of outstanding gift certificates to the patrons and tournament players of the Golf Course to cover the fees for which Manager has collected and is owing to the patrons and players.

13. Manager shall devote time, attention, and energies as shall be necessary to the performance of his duties. Manager shall have no other outside employment during the golf season without the written permission of City.

14. In cooperation with the City, the Lakeview Golf Course Board, and the Director, Manager shall conduct tournaments and shall initiate and promote golf activities for the members and guests. All tournaments are to be approved by the Director and Lakeview Golf Course Board. A schedule of tournaments or other special events shall be remitted by the Manager to the Director one week prior to the end of each month. Any changes in regard to any scheduled event shall be submitted to the Director in writing at least three days prior to the event, and shall be subject to approval of the Director. It is further

understood that the final starting times or formats of the events will not be changed ahead of the pre-scheduled times without notice being given to the Director or other designated contact. Director (or Director's assigned designee) shall have authority to delay the start of any event or play as needed to protect the Golf Course from damage by inclement weather conditions. Director shall make every reasonable effort to minimize any delay, but shall have the sole discretionary authority to designate the time for commencement of play upon the Golf Course whenever inclement weather conditions justifies delay.

15. MANAGER SHALL BE AN INDEPENDENT CONTRACTOR AS TO ALL ASPECTS OF THIS AGREEMENT AND NO EMPLOYER/EMPLOYEE RELATIONSHIP, EXPRESS OR IMPLIED, SHALL ARISE BETWEEN CITY AND MANAGER FROM THIS AGREEMENT. Manager acknowledges that in regard to the operation of the Clubhouse, he is expected to cooperate with the Director, Lakeview Golf Course Board, and City and shall abide by City requests whenever possible. The executive officer of the City for purposes of this Agreement shall be the Mayor (or the Mayor's designee). Manager shall, during the golf season, attend the regular meetings of the Lakeview Golf Course Board unless the Director notifies the Manager that attendance is not required. Current agendas of Board meetings shall be posted in the Clubhouse by Manager.

16. Manager shall observe and comply with all federal, state and local laws applying to Manager's operation of the Golf Course, Clubhouse, concessions, and pro-shop including equipment regulations and any other rules and regulations in respect to activities and operations related or arising from such activities. Manager shall provide at his sole cost all insurance required for the operation of this type of business, including but not limited to public liability, dram shop, inventory replacement, and product liability. A current certificate of proof of insurance being in effect shall at all times be filed at the City Finance Office and a copy of in force insurance provided to the Director. The City shall be named as an additional insured in the policies. Dram shop insurance and liability insurance shall be required to have a $1 million dollar coverage minimum. Manager shall keep a monitoring and usage record on the gas tank installed at the Clubhouse for the sale of gasoline to the cart owners and for rental cart business along the guidelines specified by the Above Ground Storage Tank.

17. Regulations by the EPA and DENR. The parties acknowledge that the gasoline fuel tanks above referenced are owned by the City and have been installed according to proper regulations and the area tested and found free of petroleum contamination. Manager assumes no responsibility for petroleum contamination as a result of the installation of this tank. Manager shall be responsible to ensure that proper procedures are observed and used in respect to the dispensing of petroleum products. Manager is responsible to train his staff in proper dispensing of petroleum along lawful guidelines and is responsible for any contamination caused by improper dispensing practices by Manager and his employees. Manager will keep accurate records of petroleum products sold to customers and will be reimbursed by the City for such sales. Profits from this sale of petroleum products are property of the City and not Manager. A set markup of minimum fifty (50¢) cents per gallon will be charged to defray the City's expense of tank maintenance and replacement.

18. Manager shall provide adequate staff at his own expense and shall ensure that the staff is properly trained and supervised in the operation of the Clubhouse concessions, course play, POS revenue handling, tee times, and traffic during Manager's absence from the Clubhouse. Manager shall ensure that a capable and responsible person is in charge of all management duties during any time he is absent from the Clubhouse.

19. Manager shall cause the Clubhouse lobby, restrooms, locker rooms, showers, and all fixtures thereto to be cleaned daily to the satisfaction of the Director. The Manager shall be responsible for litter cleanup within 100 feet of the Clubhouse. Manager shall in the fall of the year, and prior to vacating the Clubhouse premises, thoroughly clean or cause to be thoroughly cleaned the entire Clubhouse premises, including fixtures. Manager will be liable for costs of damage to the Clubhouse caused by himself or his employees.

20. The City shall be primarily responsible for the picking of range balls, but due to the circumstances at various times, Manager or his staff will be required to pick balls as needed should the dispenser run out of balls. Manager or his staff will also pick range baskets up as needed during times of heavy use to ensure that patrons have baskets and balls for their range use at the dispenser. SDGA event players will be given two (2) tokens per day for use if they request range use during a SDGA tournament. Open or free range use shall not be allowed for any group other than Mitchell High School golf teams. Manager is to notify Director if any School team has used the range heavily and the range subsequently needs picking. School Golf Teams are to assist in picking balls after heavy use to ensure that patrons wanting to use the range after them have adequate balls for use. It is understood that they just pick enough balls for customer use after them for what would be considered normal evening or weekend usage. It will be the Manager's duty to ensure that the practice ball dispenser level is adequate for anticipated usage needs and resupply balls until the City can pick the range of all practice balls.

21. Manager shall keep accurate records of gift certificates issued to the patrons of the Clubhouse; and upon final termination of the Manager's operation of the Clubhouse, Manager shall deposit with the City the cash equivalent of all valid unredeemed gift certificates and an accounting of outstanding certificates. In such event, the City shall be responsible for the redemption or repurchase of the remaining valid and outstanding gift certificates at their face value.

B. THE CITY AGREES TO PERMIT, PROVIDE, OR PERFORM THE FOLLOWING:

1. City shall permit Manager to use and occupy the Clubhouse for the purposes and according to the terms specified herein without charge, and shall permit the Manager to operate a concession and golf pro-shop business in the Clubhouse, including the sale of lunches golf equipment and supplies, carbonated beverages, beer, and similar sundries, as well as golf club rentals, pull carts, and golf lessons (group or private), and such other services as are appropriate and not objected to by the City.

2. City shall provide and maintain a utility service, including gas, electricity, basic phone service (up to two lines), internet and cable TV to the Clubhouse. Manager shall pay all long distance charges which are charged on a City provided line in the Clubhouse. A 900 number block will be installed on the City lines. Any long distance charges or fees on City provided lines other than the basic monthly service fee will be billed to Manager and/or taken out of any salary or commissions due to Manager.

3. City shall furnish all necessary sanitary supplies, such as toilet tissues, paper towels for the restrooms, and cleaning supplies used in the Clubhouse. City will pay for cash register tapes and printing of receipts necessary for the City revenue collection. City shall pay the cost of POS system maintenance and licensing.

4. Upon presentation of records or carbon copies of credit card receipts for payment of fees collected by the Manager on behalf of the City, the City will reimburse Manager for the actual expenses charged to the Manager for credit card services in regard to such City fees and charges when paid by credit card and paid by the Manager to a credit card company. The payments shall be based on the ratio of the total of all sums charged (minus any penalties and interest) in proportion to the sum of the City business charged. The City shall not be obligated to make any such reimbursement in regard to any expense record presented to the Director or City Finance Officer after December 31st of each contract year.

5. City shall provide repairs and maintenance of the Clubhouse structure at no expense to Manager unless such repairs and maintenance are caused by Manager or his employees. No alterations to the Clubhouse structure or fixtures will be allowed except when approved by the City.

6. City shall be paid a tournament entry of $15.00 per player entered into any tournament held at Lakeview Golf Course, or such other fee as set by the Lakeview Golf Course Board. This payment will come from tournament entry fees paid by the players in addition to any tournament sponsor fees. Manager shall provide Director and the Golf Course Board a breakdown of tournament payouts including individual, flight, and total participant numbers, gross receipts, and net payout for each event. City and Golf Board reserves the right to set the payout percentage for events hosted.

7. City shall pay the Manager the remuneration set forth in Exhibit A which is attached hereto and incorporated by reference.

8. If City and Manager do not agree to a continuation of Manager's services for the golf season following the termination of this Agreement by January 15, 2019, Manager shall vacate and remove all of his property of every kind from the Lakeview Golf Course Clubhouse on or before the date of February 15, 2019.

C. GENERAL PROVISIONS

1. If Manager fails, or for any reason becomes unable, to operate and perform his obligations and duties as required by this Agreement in a manner satisfactory to the City, the City may terminate this Agreement after providing written notice of termination, stating the material breach giving grounds for termination, and allowing fifteen (15) days for Manager to cure said material breach (unless cure is impossible). Nothing in this Agreement shall obligate either party to agree to any proposal advanced by the other party in regard to renegotiation of terms. No renewal or extension of this Agreement or rights granted beyond the stated term shall be implied. Any renewal or extension of this Agreement or rights granted hereunder must be in writing and duly executed by the parties to be effective.

2. It is further understood and agreed by and between the parties that the position of Manager constitutes a position of key responsibility to the successful operation of the Lakeview Municipal Golf Course for the benefit of all the citizens of the City of Mitchell and the public at large. Accordingly, Manager shall use his best efforts to promote the Lakeview Municipal Golf Course and the City of Mitchell. The Director shall be principally responsible for the operations of the Lakeview Municipal Golf Course and its operations, including Clubhouse operations, and Manager shall coordinate in operation and matters as necessary with the Director. Policies for the operation of the Golf Course and the Clubhouse may be established by the City through the Lakeview Golf Course Board; provided however, that the governing body of the City is the final City authority in regard to matters relating to this Agreement and the operation of the Golf Course and Clubhouse.

3. It is specifically understood and agreed that in the event of termination as described above, the City shall have no further liability to Manager and reserves the right to repossess itself of the Clubhouse premises and all the rights and privileges granted hereunder.

4. This Agreement between the City of Mitchell and Manager is personal and may not be assigned, in whole or in part, without written consent of the City.

5. This Agreement sets out the duties and obligations of the Manager. For the purpose of this Agreement, the term "Manager" shall also include the staff and employees, whether paid or volunteer, of Manager where the context so requires. The City requires that annual background checks for the Manager and his staff and employees in accordance with the background check policy as adopted by the City. All employees or volunteers working or volunteering on the Golf Course under the supervision of Manager or his employees are subject to the approval of Director. City may, without explanation or reason, request the termination of any employee or volunteer of the Manager.

6. It is further understood and agreed that there have been no other agreements either written or oral, express or implied, between the parties and that this Agreement constitutes the entire agreement of the parties.

7. Manager expressly agrees that no employee, patron, or other person shall be discriminated against on the basis of race, color, religion, national origin, age, marital status, gender identity, sexual orientation, disability, or any other characteristic protected by federal state or local law. Any substantiated acts of discrimination may, at the sole discretion of City, be deemed a material breach of this Agreement for which there is no cure.

IN WITNESS WHEREOF, the Parties hereunto affixed their hands and seals this _____ day of _____, 2017.

CITY OF MITCHELL

BY:_____
Mayor

Attest:

_____
Michelle Bathke – Finance Officer

MANAGER

_____

EXHIBIT A

1. The annual sum of $50,502.00 per year, which shall be paid monthly in equal installments (yearly amount divided by number of contract months in that year), commencing the end of the first full month after this contract is entered into by the City and Manager. All payments will coincide with the first City Council meeting of the month and checks issued in that normal City payment cycle. The City shall be entitled, in its sole discretion, to conclude that the performance of the Manager in regard to his obligations and duties under this Agreement has been unsatisfactory for the month, and the City may determine, in its sole discretion, not to pay a portion of the payment, not to exceed $500.00, to which Manager is otherwise entitled to had there been no deficiency. However, the exercise of such right by the City shall not be deemed a waiver of such performance by the Manager.

2. A commission of ten percent (10%) of all revenues received from all cart rentals (annual and daily) at the rental rate determined by the City for the months of April through November.

3. Commission of ten percent (10%) of all driving range fees collected at the use reates determined by the City for the months of April through November, including daily and annual range usage and membership fees.

4. Payments and commissions will be paid monthly for each of the months of the Agreement once entered into by the parties and paid upon presentation of the documentation of collected fees as prescribed by this Agreement.

5. The Manager understands that he is not entitled to any fees or commissions on any cart storage or trail fees.

6. In addition to the financial remuneration above set forth, the Manager shall have the free use of the range and golf balls for golf lessons and teaching purposes and the free use of a motorized cart for his own personal use on the premises. All other staff and employees must pay for cart use for golf upon the course at the set rental fees for rental carts owned by the City.

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:	1/17/17	Requested By:	Stephanie Ellwein

Desired Action of City Council:

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

Amount Budgeted in current fiscal year for this item (if applicable): $0

Agenda Item: Approve an agreement for Consulting Engineering Services

Explanation/Background of Agenda Item Requested:

Enclosed with the packet is an agreement for engineering services with Sustainable Engineering Group. This agreement will investigate and remediate the condensation issues that we are experiencing in the Ice Arena. The project cost is estimated at between $28,380-$31,180 depending on what is required as part of the investigation. The funding for this will need to be allocated from the contingency budget, with an understanding that other funding sources may be identified depending on the outcome of the investigation. The contract will be between the City and Sustainable Engineering to ensure that the City is receiving an unbiased report as part of the investigation & review.

The details on the timeline and cost breakdown can be found on page 2.

Sustainable Engineering Group LLC

Proposal to provide

Consulting Engineering Services

for

City of Mitchell

Mitchell, South Dakota

Re: Mitchell Ice Arena

Mitchell
SOUTH DAKOTA

December 19th 2016

Contact:
Manus McDevitt, PE
7475 Hubbard Avenue, Suite 201
Middleton WI 53562
Phone: 608-836-4488 ext. 11
E-mail: mmcdevitt@sustaineng.com

Scope of Work

The scope of work will be based on the needs and requirements of the City of Mitchell in the investigation and remediation of the condensation issues at the City of Mitchell Ice Arena facility in Mitchell, South Dakota.

The proposed tasks and the level of effort involved are as indicted in the table below:

Task	**Estimated Completion**	**Projected Cost**	**Estimated Reimbursable Expenses**
Review existing documentation and provide a summary report based on observations and findings. Detail the next steps for investigation. Hold a conference call with the City of Mitchell and the design/build firm in attendance to review summary report and the next steps.	January 20th 2017	**$5,600**	**$0**
Site Investigation #1 including testing of systems affecting building pressurization during heating mode. Set data loggers for temperature and humidity.	Start of February 2017	**$5,520**	**$1,400**
Prepare report on findings and present to the City of Mitchell and the design/build firm. Review documents related to corrective action to be in place prior to the start of cooling season (end of May 2017).	Mid-February 2017	**$5,920**	**$0**
Site Investigation #2 including testing of systems during cooling mode	Start of June 2017	**$5,520**	**$1,400**
Update report on findings and present to the City of Mitchell and the design/build firm.	Mid-June 2017	**$2,840**	**$0**
Review documents on any additional proposed remediation efforts.	July 2017	**$2,980**	$0
Estimated Total		**$28,380**	**$2,800**

Pricing

We are proposing to perform this work on a Time and Material basis. With this arrangement we will only bill the client for the hours that we work on the project. We will provide regular updates of time spent. The previous table includes estimates of level of effort for each task.

Our hourly rates are as follows:

Rate for Principal/Lead Engineer:	$175/hr
Rate for Senior Project Engineer:	$140/hr
Rate for Project Engineer:	$125/hr
Rate for Engineer:	$115/hr
Administrative:	$65/hr

Agreement for Professional Engineering Services

This Agreement is effective the date signed by the City of Mitchell, between Sustainable Engineering Group, LLC, hereinafter referred to as SEG, of 7475 Hubbard Avenue, Middleton, WI 53562 and the City of Mitchell, hereinafter referred to as the CLIENT.

The scope of services to be provided under this Agreement is described in this Proposal. The fee for these services will be on a time and material basis at the hourly rates defined in the Proposal. Any reimbursable travel expenses will be billed at cost with no mark-up.

This Agreement, Proposal and the General Conditions represent the entire and integrated Agreement between the CLIENT and SEG and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CLIENT and SEG.

Sustainable Engineering Group, LLC	The City of Mitchell
	CLIENT
Manus McDevitt	
Signature	*CLIENT Signature*
12-19-16	
Date	*Date*
Manus McDevitt	
Printed Name	*Printed Name*
Principal	
Title	*Title*

Professional Services Agreement
December 19th 2016

Client: The City of Mitchell

Project: Mitchell Ice Arena - Consulting Engineering Services

General Conditions

Reference Conditions: Sustainable Engineering Group, LLC., will hereinafter be referenced as SEG and the above referenced Client will be referred to as Client. The Project may be hereinafter referenced either as the "Project" or by abbreviation as above set forth.

Subcontracting: SEG shall not have the right to subcontract any and all services, duties, or obligations hereunder, in whole or in part, without the consent of Client.

Change Order: The term "Change Order" as used herein is a written order to SEG and signed by SEG and Client, after execution of this Agreement, authorizing a change in the services, including additions or deletions and/or change of prices for such services. Each Change Order shall be considered an amendment to this Agreement and may have effect on total cost of the project.

Severability: The provision of this Agreement shall be severable, and if any clause, sentence, paragraph, provision, or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder hereof, which remainder shall continue in full force and effect.

Billings/Payments: Invoices for services shall be submitted at SEG's option either upon completion of such services or on a periodic basis. Invoices shall be payable within 30 days after the date of receipt by CLIENT. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.50% on the then unpaid balance (18.0% true annual rate) at the sole election of SEG. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Invoice/Account: "Invoice" as used in this agreement refers to a complete request for payment. "Account" as used in this agreement refers to the amount owed due to unpaid "invoices".

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Compliance With Law: In the performance of all services to be provided hereunder, SEG and Client agree to comply with all applicable federal, state, and local laws and ordinances and all lawful order, rules, and regulations of any constituted authority in effect as of the date of this agreement.

Applicable Law: The validity, performance, and construction of this Agreement shall be governed by and construed according to the laws of the State of Wisconsin.

Reuse of Documents: All documents including drawings and specifications furnished by SEG pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by Client or others on extensions of this work, or on any other work. Any reuse without specific written verification or adaptation by SEG will be at Client's sole risk and without liability of SEG, and Client shall indemnify and hold harmless SEG from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle SEG to further compensation at rates to be agreed upon by Client and SEG.

Standard of Care: Services performed by SEG under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Professional Liability: CLIENT agrees to limit SEG's liability to CLIENT arising from negligent professional acts, errors, or omissions, such that SEG's total aggregate liability shall not exceed $50,000.00 or the total fee for this contract, whichever is greater.

Opinions of Cost: Since SEG has no control over the cost of labor, materials or equipment, or over a Contractor's method of determining prices, or over competitive bidding or market conditions, its opinions of probable project cost or construction cost

for this Project will be based solely upon its own experience with construction, but SEG cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If the Client wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

Indemnification: The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless SEG and all of its officers, directors, employees and subconsultantsl against, damages, liabilities and losses, (including reasonable attorney's fees) to the extent caused by negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. SEG shall indemnify and hold harmless the CLIENT and all of its officers, directors and employees against damages, liabilities and losses (including reasonable attorney's fees) to the extent caused by SEG's negligent performance of professional services under this agreement. In any instance where there is a claim for damages, losses, and expenses resulting from the proven negligent acts of both the CLIENT and SEG then the responsibility shall lie between the CLIENT and SEG in proportion to their contribution of negligence.

Term: Unless sooner terminated or extended as provided herein, this Agreement shall remain in full force and effect from the date first written on the attached price quotation sheet until the date of completion of the services or either party becomes insolvent, makes an assignment for the benefit of creditors, or a bankruptcy petition is filed by or against it. Either party may terminate this Agreement at any time by giving written notice of such termination to the other party. Upon such termination of this Agreement, Client shall pay and reimburse SEG for services rendered and costs incurred by SEG prior to the effective date of termination. The indemnification of SEG by Client wherever stated herein shall survive the termination of this Agreement regardless of cause of termination.

Precedence: These Standards, Terms, and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding SEG's services.

Applicability: These General Conditions, being part of a Professional Service Agreement between the parties above listed, shall by agreement of said parties delete paragraphs that have been crossed out and initialed by both parties as not being applicable to this Project. In all other instances, the parties reaffirm the listed paragraphs in this document.

Professional Services During Construction

If construction-related services are included in the scope of services, the following provisions shall apply:

Shop Drawing Review: Client agrees that SEG shall review shop drawing submissions solely for their conformance with SEG's design intent and conformance with information given in the construction documents. SEG shall not be responsible for any aspects of a shop drawing submission that affect or are affected by the means, methods, techniques, sequences, and operations of construction, safety precautions and programs incidental thereto, all of which are the Contractor's responsibility. The Contractor will be responsible for lengths, dimensions, elevations, quantities, and coordination of the work with other trades.

Authority and Responsibility: SEG shall not guarantee the work of any Contractor or Subcontractor. SEG shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

Additional Work: It is the responsibility of SEG to notify CLIENT before beginning any additional work requested by CLIENT, that CLIENT's request constitutes additional service and requires additional compensation, and will not commence without written approval from CLIENT.

Additional Provisions

Additional provisions to this Professional Services Agreement may be added by consent of both parties evidenced by signature.

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 01/17/2017

Requested By: McGannon

Desired Action of City Council

- [x] Authorization
- [x] Approval
- [ ] Resolution
- [ ] Ordinance
- [ ] Citizen Request
- [ ] Discussion

Amount budgeted in current fiscal year for this item (if applicable): From Fuel Tax Allocation

Agenda Item: Authorize mayor as signatory and approve grant agreement for Pavement Mainten

Explanation/Background of Agenda Item Requested:

Authorizes the Mayor to enter into agreement with the State for Pavement Maintenance on Mitchell's Airport. This grant is 90% Federal and 5% State with the remaining 5% coming from Mitchell's Fuel Tax Allocation (likely) or Airport Fund.

AGREEMENT NO. _____

MAINTENANCE AND FINANCIAL AGREEMENT BETWEEN SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION AND CITY OF MITCHELL

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Mitchell, South Dakota, referred to in this Agreement as the "SPONSOR."

BACKGROUND:

A. The SPONSOR wants the STATE to let an airport pavement maintenance project on the **Mitchell Municipal Airport** as a part of Project Number **3-46-4600-22-2016**, referred to in this Agreement as the "Project."

B. The STATE will construct the Project, including pavement maintenance.

THE STATE AND THE SPONSOR MUTUALLY AGREE AS FOLLOWS:

1. The STATE will advertise, let to contract, award, and be the contracting party for the Project.

2. The STATE will bill the SPONSOR for final Project costs based on the amount of work completed and accepted, and the SPONSOR will make said payments to the STATE within thirty (30) days of billing. Actual costs will be based upon bids and final quantities.

3. The SPONSOR will reimburse the STATE five percent (5%) of the actual and final costs of the total Project. The estimated cost of the SPONSOR'S share of the Project is Eleven Thousand, Six Hundred Twenty-eight Dollars and Ninety Cents (**$11,628.90**).

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

5. The STATE may terminate this Agreement on thirty (30) days' written notice. If the SPONSOR breaches any of the terms or conditions of this Agreement, the STATE may terminate this Agreement at any time with or without notice.

6. Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.

7. If the SPONSOR expends Seven Hundred Fifty Thousand Dollars ($750,000) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements of the U. S. Office of Management and Budget (OMB) Circular regulations, found at 2 CFR Part 200 Subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars ($750,000) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions. The CFDA Number for funds used under this Agreement is 20.106.

8. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate

funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

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

   The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty or not less than $10,000 and not more than $100,000 for each such failure.

10. The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

11. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:

    A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.

    B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

        i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and,

        ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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

13. The effective date of this Agreement is **December 6, 2016**.

The SPONSOR and the STATE, by signing this Agreement, evidence authority to enter into this Agreement through formal action of their governing bodies.

City of Mitchell, South Dakota

By: _____

Its: Mayor

Date: _____

Attest:

_____
City Auditor/Clerk

(City Seal)

State of South Dakota
Department of Transportation

By: _____

Its: Program Manager
Office of Air, Rail, and Transit

Date: _____

Exhibit A

2016 Airport Pavement Maintenance
FAA Grant # 3-46-4600-22-2016

	Mitchell
Estimated Costs	
$192,363.42	Construction
31.86%	% Share of Eng. & Admin.
$39,984.30	Engineering
$230.30	Admin
$232,578.02	Total
$209,320.22	Federal (90%)
$11,628.90	State (5%)
$11,628.90	**Local (5%)**

A final bill will be sent when the project is complete.

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 01/17/2019 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 # R2017-03 Annexation

Explanation/Background of Agenda Item Requested:

RR Enterprises, Inc. has submitted a petition to annex the real property; South Three Hundred Seventy-Five (S. 375') of Lot Two (2), Except the South Three Hundred Feet (S. 300') Thereof, in the Southeast Quarter (SE ¼) of Section Seventeen (17), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota, Subject to Easements, Reservations, and Restrictions of Record

RESOLUTION NO. R2017-03

ANNEXATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS: SOUTH THREE HUNDRED SEVENTY-FIVE FEET (S. 375') OF LOT TWO (2), EXCEPT THE SOUTH THREE HUNDRED FEET (S. 300') THEREOF, IN THE SOUTHEAST QUARTER (SE ¼) OF SECTION SEVENTEEN (17), TOWNSHIP ONE HUNDRED THREE (103) NORTH, RANGE SIXTY (60), WEST OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

Whereas: RR Enterprises, Inc. has submitted a petition to annex the real property; South Three Hundred Seventy-Five (S. 375') of Lot Two (2), Except the South Three Hundred Feet (S. 300') Thereof, in the Southeast Quarter (SE ¼) of Section Seventeen (17), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota, Subject to Easements, Reservations, and Restrictions of Record.

Whereas: The petitioner is the sole owner of the real property, and

Whereas: There are no persons residing on said property and there are no voters located on this property, and

Whereas: The real property is contiguous to the corporate limits of the City of Mitchell, South Dakota, and Exhibits A and B identified the properties and are hereto included with this resolution, and

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

Passed and approved this the 17th day of January, 2017.

_____

Mayor

ATTEST:

_____

FINANCE OFFICER

{seal}

PETITION FOR ANNEXATION

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

THE UNDERSIGNED Property Owner owns all of the value of the property in the territory sought to be annexed and hereby respectfully requests that the City Council of the City of Mitchell, South Dakota adopt a resolution annexing the parcel of real property legally described as follows, to wit:

> South Three Hundred Seventy-five Feet (S.375') of Lot Two (2), except the South Three Hundred Feet (S.300') thereof, in the Southeast Quarter (SE1/4) of Section Seventeen (17), Township One Hundred Three (103) North, Range Sixty (60), West of the 5th P.M., Davison County, South Dakota, subject to easements, reservations and restrictions of record.
>
> as depicted on Exhibit A attached to this Petition.

The undersigned Property Owner represents that there are no registered voters residing in the territory sough to be annexed, and the Property Owner is the owner of all of the value of such property.

WHEREFORE, the undersigned request that a resolution be adopted annexing the property hereinabove described.

RR ENTERPRISES, INC.

12-29-16
Date

By _____
Steven Brinkman, Vice President

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

Mitchell
SOUTH DAKOTA
Outside expectations

January 4, 2017

Davison County Board of Commissioners
Davison County Courthouse
200 E 4th Avenue
Mitchell, SD 57301

Dear County Commissioners,

The City of Mitchell has received a petition to annex a parcel of real property described as S 375' of Lot 2, Except the South S 300' thereof, in the SE ¼ of Section 17, T 103 N, R 60 W of 5th P.M., Davison County, South Dakota. This letter is to officially notify the commission of the petition and the intent of the City Council to consider a resolution to annex at its regularly scheduled meeting on January 17, 2017. Enclosed are copies of enclosed resolution, petition, map and aerial photo for your reference.

Thank you for your attention.

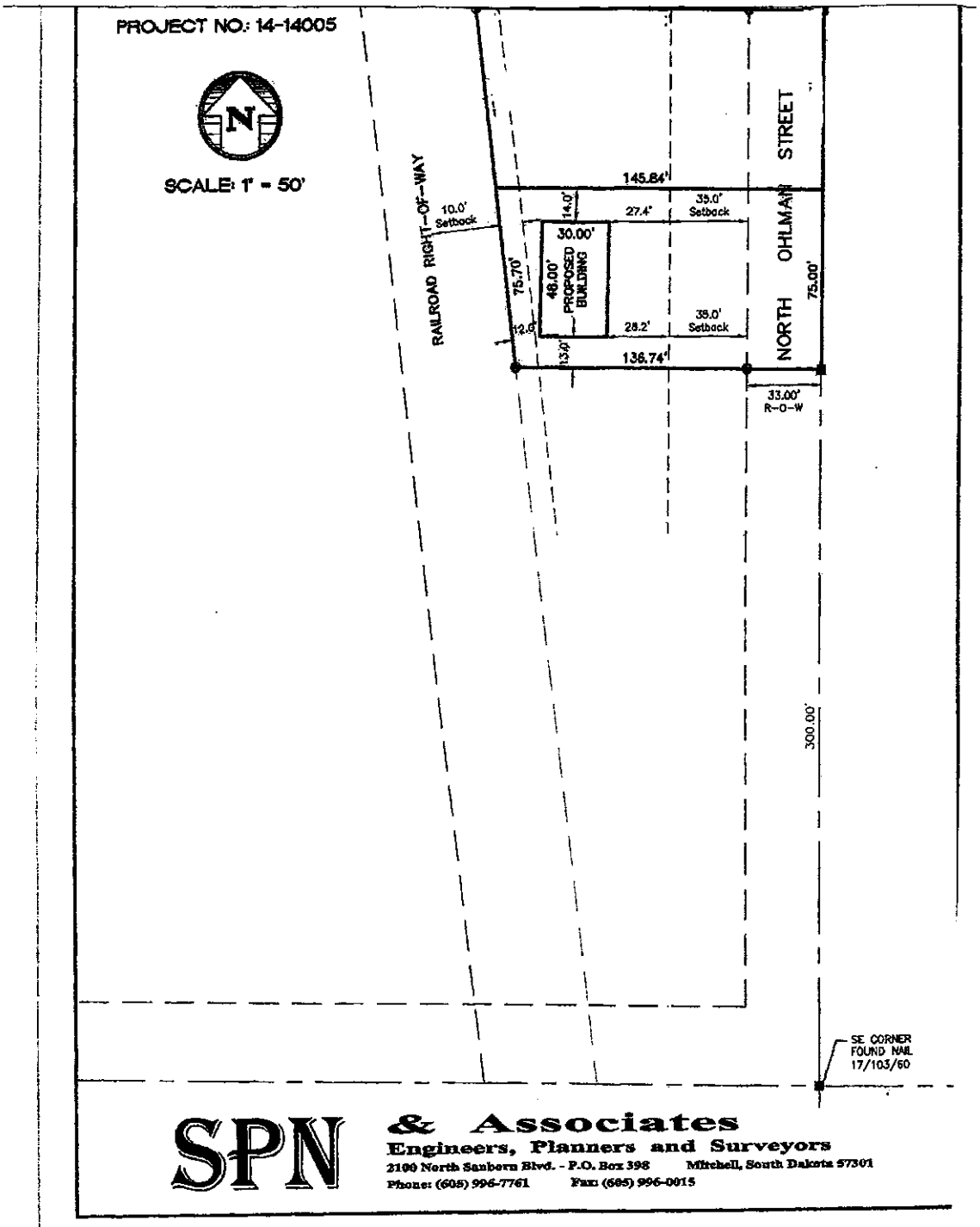
Sincerely,

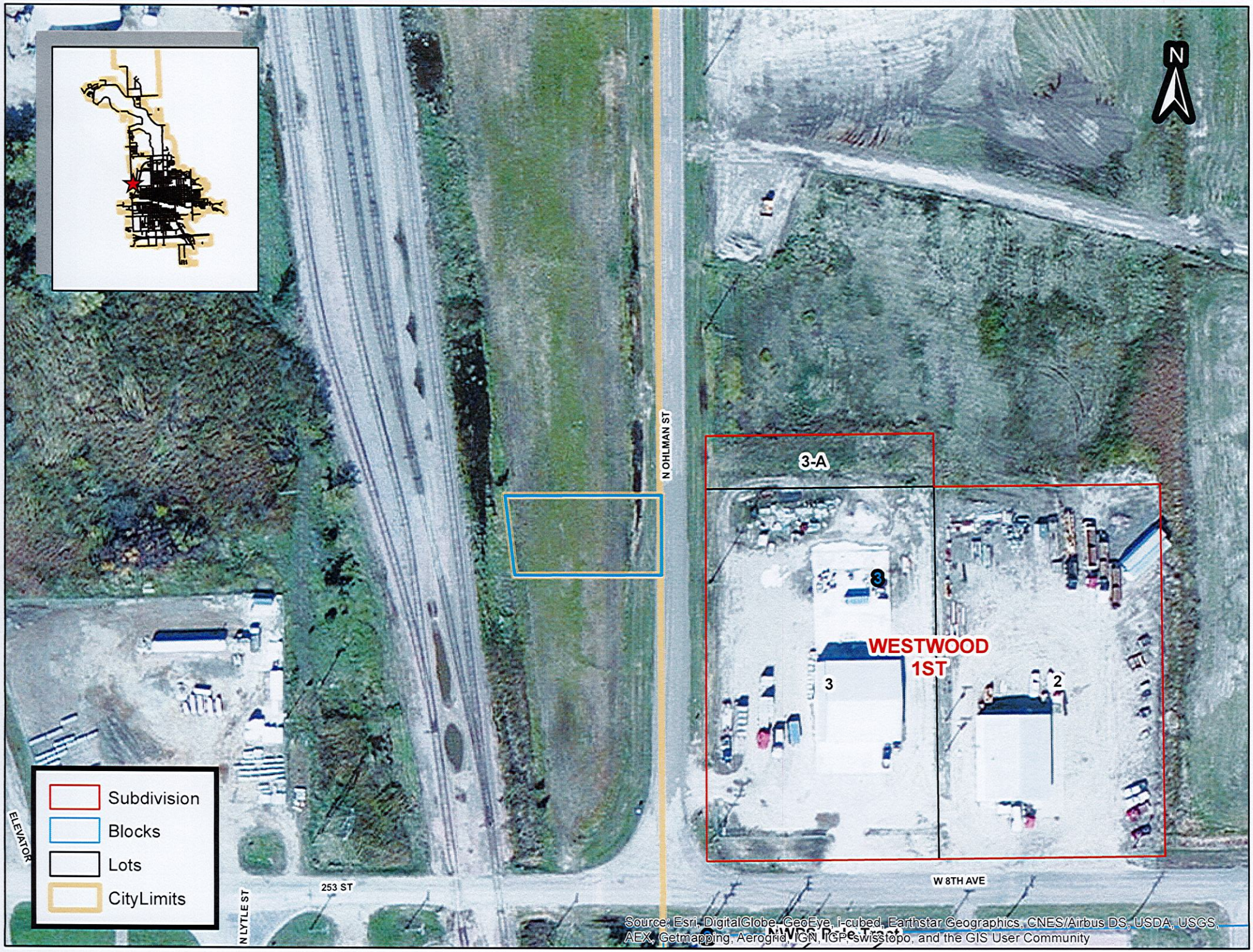
Neil Putnam
City Planner

Enclosure

CC: James Taylor, Deputy States Attorney

EXHIBIT A


PROJECT NO.: 14-14005
N
SCALE: 1" = 50'
RAILROAD RIGHT-OF-WAY
10.0' Setback
145.84'
14.0'
27.4'
35.0' Setback
30.00'
PROPOSED BUILDING
48.00'
75.70'
12.0'
28.2'
35.0' Setback
13.0'
136.74'
NORTH OHLMAN STREET
75.00'
33.00' R-O-W
300.00'
SE CORNER FOUND NAIL 17/103/60
SPN
& Associates
Engineers, Planners and Surveyors
2100 North Sanborn Blvd. - P.O. Box 398 Mitchell, South Dakota 57301
Phone: (605) 996-7761 Fax: (605) 996-0015


N
3-A
3
WESTWOOD
1ST
3
2
N OHLMAN ST
W 8TH AVE
253 ST
N LYTLE ST
ELEVATOR
Subdivision
Blocks
Lots
CityLimits
Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 01/17/2017 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 # R2017-04 Approval of Plat

Explanation/Background of Agenda Item Requested:

Lots A-1C and A-1D of J.L. Oberembt's First Addition, A Subdivision of Government Lot 4 in Section 3, T 103 N, R 60 W of the 5th P.M., Davison County, SD

Planning Commission recommends approval, see 1/9/2017 minutes.

RESOLUTION NO. R2017-04

WHEREAS, It appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereninafter described plat at its meeting held on the 9th day of January, 2017; and

WHEREAS, It appears from an examination of the plat of Lots A-1C and A-1D of J.L. Oberembt's First Addition, A Subdivision of Government Lot 4 in Section 3, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota that said plat is in accordance with the system of streets and alleys set forth in the master plan adopted by the city planning commission of the City of Mitchell, and that such plat has been prepared according to Law;

THEREFORE, Be it resolved by the City Council of Mitchell, South Dakota, that the plat of Lots A-1C and A-1D of J.L. Oberembt's First Addition, A Subdivision of Government Lot 4 in Section 3, T 103 N, R 60 W of the 5th P.M., Davison County, South Dakota be and the same is approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer/Dep Finance Officer of the City of Mitchell, South Dakota, Do hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting thereof held on the 17th day of January, 2017.

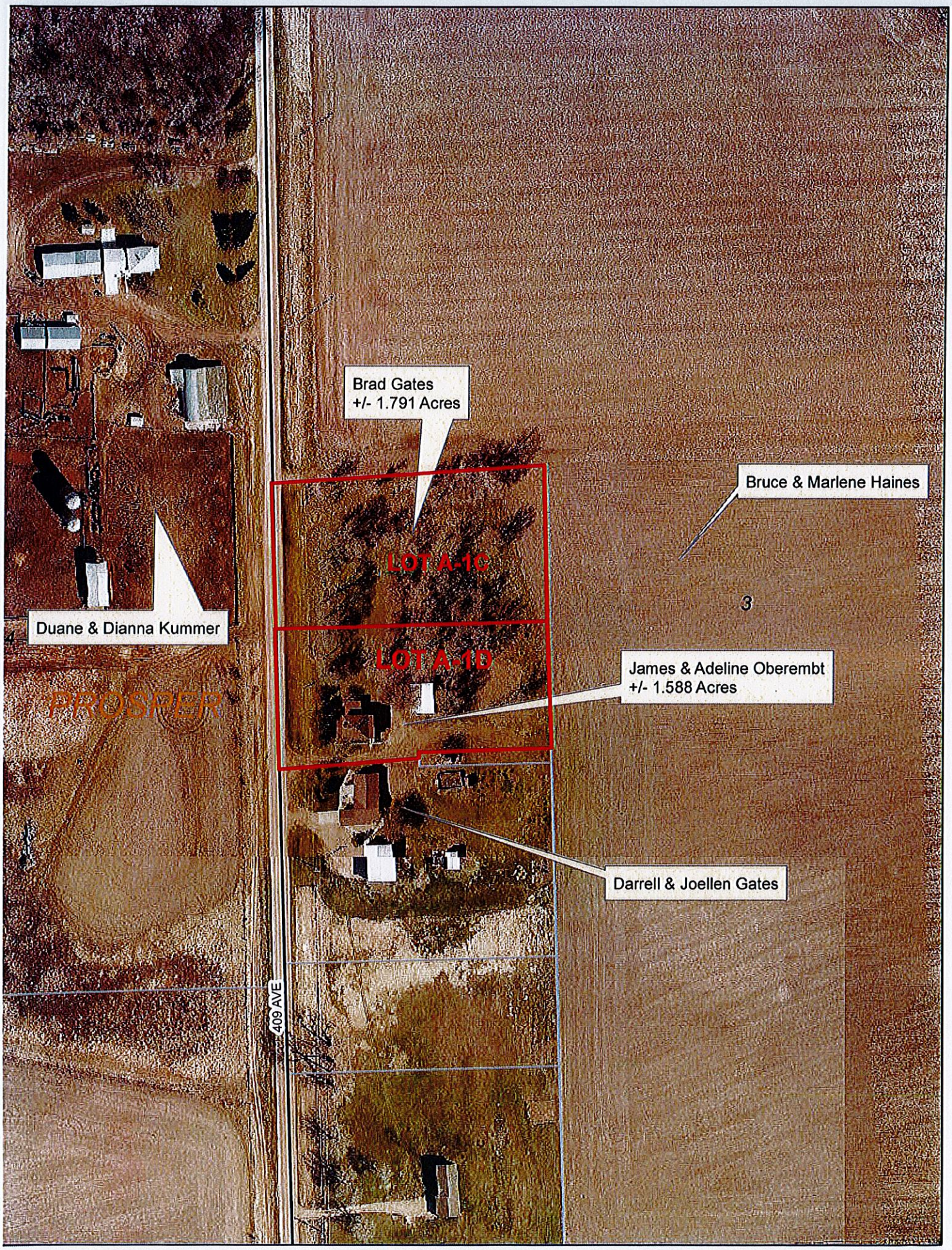
_____

MAYOR

ATTEST:

_____

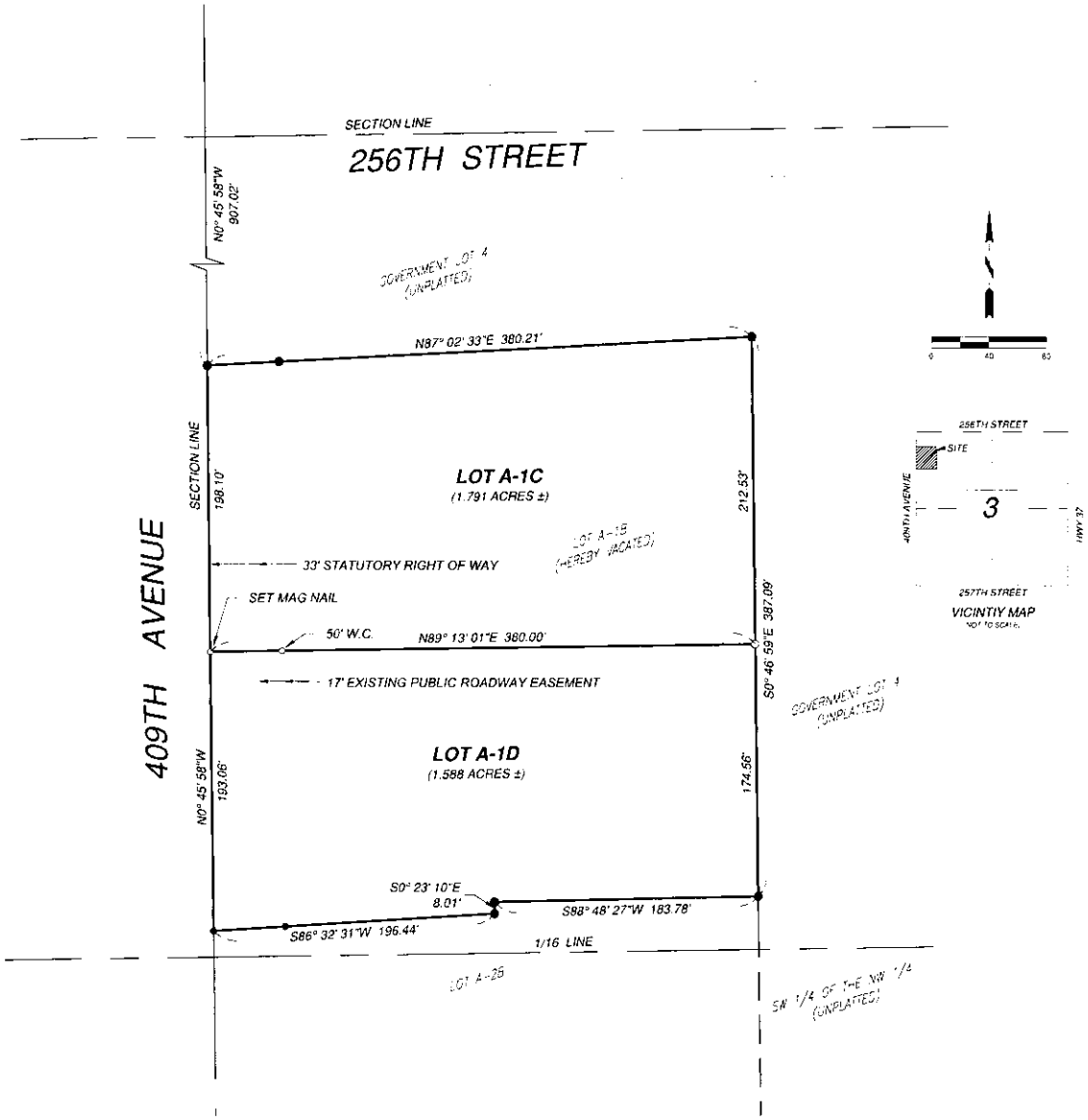
FINANCE OFFICER


Brad Gates
+/- 1.791 Acres
Bruce & Marlene Haines
LOT A-1C
LOT A-1D
Duane & Dianna Kummer
James & Adeline Oberembt
+/- 1.588 Acres
PROSPER
Darrell & Joellen Gates
409 AVE

LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION

A SUBDIVISION OF GOVERNMENT LOT 4 OF SECTION 3,
T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

THIS PLAT VACATES PREVIOUSLY PLATTED LOT A-1B OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN BOOK 32 OF PLATS ON PAGE 44.



REGISTERED LAND SURVEYOR
REG. NO. 8298
ROBERT D. KUMMER
SOUTH DAKOTA

SURVEYOR'S NOTES

1. BEARINGS ARE BASED ON UTM ZONE 14 NORTH.
2. ALL DISTANCES ARE GROUND.
3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OF RECORD WERE NOT RESEARCHED.

PREPARED BY

ROBERT D. KUMMER, R.L.S.
INFRASTRUCTURE DESIGN GROUP, INC.
100 S. SPRING AVE. SUITE 150
SIOUX FALLS, S.D. 57104
PHONE: 605-271-5527

LEGEND

- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING R/WAY LINE
- EXISTING EASEMENT LINE
- FOUND SURVEY MONUMENT AS NOTED
- SET NO.5 REBAR W/CAP RLS NO. 8298

infrastructure design group, inc
1111 N. LAKE AVENUE
SIOUX FALLS, SD 57104
PHONE: 605-271-5527
EMAIL: infrastructuredg.com

LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION
A SUBDIVISION OF GOVERNMENT LOT 4 OF SECTION 3,
T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

PROJ. NO.: 16193
DATE: 12/19/2016
DRAWN BY: RDK
CHECKED BY: RDK
SHEET NO: 1 OF 3

LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION

A SUBDIVISION OF GOVERNMENT LOT 4 OF SECTION 3,
T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

THIS PLAT VACATES PREVIOUSLY PLATTED LOT A-1B OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN BOOK 32 OF PLATS ON PAGE 44.

SURVEYOR'S CERTIFICATE

I, ROBERT D. KUMMER, A REGISTERED LAND SURVEYOR OF THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT I DID ON OR BEFORE DECEMBER 8, 2016, FOR THE PURPOSE OF RE-PLATTING FOR CONVEYANCE, SURVEY LOT A-1B OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA AS SHOWN ON THE ABOVE PLAT. THE SAME SHALL HEREAFTER BE KNOWN AND DESCRIBED AS **LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 IN SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**.

THIS PLAT HEREBY VACATES SAID PLAT OF LOT A-1B OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY AS RECORDED IN BOOK 32 OF PLATS ON PAGE 44.

DATED THIS ____ DAY OF _____, 20___.

REGISTERED LAND SURVEYOR
REG. NO.
8298
ROBERT D.
KUMMER
SOUTH DAKOTA

ROBERT KUMMER
REGISTERED LAND SURVEYOR NO. 8298

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT I/WE DO HEREBY CERTIFY THAT I/WE AM/ARE THE OWNER/S OF ALL LAND INCLUDED IN THE ABOVE PLAT AND THAT SAID PLAT HAS BEEN MADE AT MY/OUR REQUEST AND IN ACCORDANCE WITH MY/OUR INSTRUCTIONS FOR THE PURPOSE OF TRANSFER. AND THAT THE DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, AND EROSION AND SEDIMENT CONTROL LAWS. ORDINANCES, AND REGULATIONS. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATER OF THE STATE LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH SUBDIVISION AND SHALL, IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATION OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME. ADDITIONALLY, THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE LIABLE FOR ANY POLLUTION THAT OCCURS FROM FAILURE TO EXECUTE SUCH PROTECTIONS OR FOLLOW SUCH REGULATIONS, EXCEPTION BEING THOSE LOTS IN SUBDIVISIONS THAT SHOW DOCUMENTATION THAT WASTEWATER DRAINAGE SHALL BE CONNECTED TO A MUNICIPAL SYSTEM.

I/WE HEREBY DEDICATE TO THE PUBLIC FOR PUBLIC USE FOREVER THE STREETS, ROADS AND ALLEYS, AND PARKS AND PUBLIC GROUNDS, IF ANY, AS SHOWN ON SAID PLAT, INCLUDING ALL SEWERS, CULVERTS, BRIDGES, WATER DISTRIBUTION LINES, SIDEWALKS, AND OTHER IMPROVEMENTS ON OR UNDER THE STREETS, ALLEYS, PARKS AND PUBLIC GROUNDS WHETHER SUCH IMPROVEMENTS ARE SHOWN OR NOT. I/WE ALSO HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICE UNDER, ON, OR OVER THOSE STRIPS OF LAND DESIGNATED HEREON AS EASEMENTS.

I/WE FURTHER CERTIFY THAT THIS PLATTING OF SAID **LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 IN SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, DOES HEREBY VACATE THE FOLLOWING PLATTING:

LOT A-1B OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY AS RECORDED IN BOOK 32 OF PLATS ON PAGE 44.

DATED THIS ____ DAY OF _____, 20___.

JAMES OBEREMBT (OWNER) ADELINE OBEREMBT (OWNER)

STATE OF: SOUTH DAKOTA)
:SS
COUNTY OF: DAVISON)

ON THIS _____ DAY OF _____, 20___, BEFORE ME, _____, THE UNDERSIGNED OFFICER, PERSONALLY APPEARED, JAMES OBEREMBT AND ADELINE OBEREMBT, KNOWN TO ME OR SATISFACTORILY PROVEN TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THIS

_____ DAY OF _____, 20___.

NOTARY PUBLIC, SOUTH DAKOTA

MY COMMISSION EXPIRES: _____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, THE PLAT OF **LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 IN SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, HAS BEEN SUBMITTED TO THE CITY PLANNING COMMISSION OF SAID CITY OF MITCHELL, SOUTH DAKOTA; AND

WHEREAS, THE CITY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE CITY OF MITCHELL, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 IN SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE CITY COUNCIL OF THE CITY OF MITCHELL, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, CHAIRMAN/VICE CHAIRMAN OF THE CITY PLANNING COMMISSION FOR THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY PLANNING COMMISSION OF MITCHELL, SOUTH DAKOTA. AT A MEETING THEREOF HELD ON THE ___ DAY OF _____, 20__.

CHAIRMAN/VICE CHAIRMAN CITY PLANNING COMMISSION

RESOLUTION OF CITY COUNCIL

WHEREAS, IT APPEARS THAT THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, DID DULY CONSIDER AND DID RECOMMEND THE APPROVAL AND ADOPTION OF THE HEREINAFTER DESCRIBED PLAT, AT ITS MEETING HELD ON THE ___ DAY OF _____, 20__; AND

WHEREAS, IT APPEARS FROM AN EXAMINATION OF THE PLAT OF **LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 IN SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA** THAT SAID PLAT IS IN ACCORDANCE WITH THE SYSTEM OF STREETS AND ALLEYS SET FORTH IN THE MASTER PLAN ADOPTED BY THE CITY PLANNING COMMISSION OF THE CITY OF MITCHELL, SOUTH DAKOTA, AND THAT SUCH PLAT HAS BEEN PREPARED ACCORDING TO LAW;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MITCHELL, SOUTH DAKOTA, THAT THE PLAT OF **LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 IN SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA** BE AND THE SAME IS APPROVED AND THE DESCRIPTION SET FORTH THEREIN AND THE ACCOMPANYING SURVEYOR'S CERTIFICATE SHALL PREVAIL.

I, _____, FINANCE OFFICER/DEP. FINANCE OFFICER OF THE CITY OF MITCHELL, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE CITY OF MITCHELL, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ___ DAY OF _____, 20__.

FINANCE OFFICER/DEP. FINANCE OFFICER

RESOLUTION OF COUNTY PLANNING COMMISSION

WHEREAS, THE PLAT OF **LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 IN SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, HERETOFORE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA HAS BEEN SUBMITTED TO THE COUNTY PLANNING COMMISSION OF THE SAID COUNTY OF DAVISON, SOUTH DAKOTA; AND

WHEREAS, THE COUNTY PLANNING COMMISSION, IN REGULAR MEETING ASSEMBLED, HAD DULY CONSIDERED SAID PLAT AND FINDS AS A FACT THAT SAID PLAT IS IN CONFORMITY AND DOES NOT CONFLICT WITH THE MASTER PLAN FOR THE COUNTY OF DAVISON, SOUTH DAKOTA, HERETOFORE ADOPTED BY THIS COMMISSION;

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF **LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 IN SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA**, PREPARED BY ROBERT D. KUMMER, A LAND SURVEYOR, BE AND THE SAME IS HEREBY APPROVED AND ITS ADOPTION BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF DAVISON, SOUTH DAKOTA, IS HEREBY RECOMMENDED.

I, _____, OF THE COUNTY PLANNING COMMISSION FOR THE COUNTY DAVISON, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS PASSED BY THE COUNTY PLANNING COMMISSION OF DAVISON COUNTY, SOUTH DAKOTA, AT A MEETING THEREOF HELD ON THE ___ DAY OF _____, 20__.

COUNTY PLANNING COMMISSION

LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION

A SUBDIVISION OF GOVERNMENT LOT 4 OF SECTION 3,
T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

THIS PLAT VACATES PREVIOUSLY PLATTED LOT A-1B OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 AND THE SW 1/4 OF THE NW 1/4 OF SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA, AS RECORDED IN BOOK 32 OF PLATS ON PAGE 44.

RESOLUTION BY BOARD OF COUNTY COMMISSIONERS

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA, THAT THE PLAT OF **LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION, A SUBDIVISION OF GOVERNMENT LOT 4 IN SECTION 3, T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA,** WHICH HAS BEEN SUBMITTED FOR EXAMINATION PURSUANT TO LAW, IS HEREBY APPROVED AND THE COUNTY AUDITOR IS HEREBY AUTHORIZED AND DIRECTED TO ENDORSE ON SUCH PLAT A COPY OF THIS RESOLUTION AND CERTIFY THE SAME.

DATED THIS ___ DAY OF _____, 20__.

_____
CHAIRPERSON/VICE CHAIRPERSON, BOARD OF COUNTY COMMISSIONERS
DAVISON COUNTY, SOUTH DAKOTA

AUDITOR'S CERTIFICATE

I, _____, DO HEREBY CERTIFY THAT I AM THE DULY ELECTED, QUALIFIED, AND ACTING COUNTY AUDITOR OF DAVISON COUNTY, SOUTH DAKOTA, AND THAT THE ABOVE RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DAVISON COUNTY, SOUTH DAKOTA AT A REGULAR MEETING HELD ON _____, 20___, APPROVING THE ABOVE PLAT.

_____
AUDITOR/DEPUTY AUDITOR, DAVISON COUNTY, SOUTH DAKOTA

CERTIFICATE OF HIGHWAY AUTHORITY

THE LOCATIONS OF THE EXISTING APPROACHES ARE HEREBY APPROVED. ANY CHANGE IN THE LOCATIONS OF THE EXISTING APPROACHES SHALL REQUIRE ADDITIONAL APPROVAL.

_____	_____	_____
HIGHWAY AUTHORITY	TITLE	DATE

COUNTY TREASURER'S CERTIFICATE

I, _____, TREASURER/DEPUTY TREASURER OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON ANY LAND INCLUDED IN THE ABOVE (AND THE FOREGOING) PLATS, AS SHOWN BY THE RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID.

DATED THIS ____ DAY OF _____, 20__.

_____
COUNTY TREASURER/DEPUTY TREASURER
DAVISON COUNTY, SOUTH DAKOTA

DIRECTOR OF EQUALIZATION

I, _____, DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION OF DAVISON COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT A COPY OF THE ABOVE PLAT HAS BEEN FILED AT MY OFFICE.

_____
DIRECTOR OF EQUALIZATION/DEPUTY DIRECTOR OF EQUALIZATION
DAVISON COUNTY, SOUTH DAKOTA

REGISTER OF DEEDS

FILED FOR RECORD THIS ____ DAY OF _____, 20___, AT _____

O'CLOCK ___ M., AND RECORDED IN BOOK _____ OF PLATS ON PAGE ___.

_____
REGISTER OF DEEDS/DEPUTY REGISTER OF DEEDS
DAVISON COUNTY, SOUTH DAKOTA

PREPARED BY:
infrastructure design group, inc
1111 N. LAKE AVENUE
SIOUX FALLS, SD 57104
PHONE: 605-271-5527
EMAIL: infrastructuredg.com

LOTS A-1C AND A-1D OF J. L. OBEREMBT'S FIRST ADDITION
A SUBDIVISION OF GOVERNMENT LOT 4 OF SECTION 3,
T 102 N, R 60 W OF THE 5TH P.M., DAVISON COUNTY, SOUTH DAKOTA

PROJ. NO.: 16193
DATE: 12/19/2016
DRAWN BY: RDK
CHECKED BY: RDK
SHEET NO: 3 OF 3

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 01/17/2017 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 # R2017-05 Approval of Plat

Explanation/Background of Agenda Item Requested:

Lot 10, Block 2 of CJM Second Addition in the NW 1/4 of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota.

Planning Commission recommends approval, see 1/9/2017 minutes.

RESOLUTION NO. R2017-05

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the 9th day of January, 2017; and

WHEREAS, it appears that from an examination of the plat of LOT 10, 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 prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and tha such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that plat of LOT 10, 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, prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, Michelle Bathke, Finance Officer/Deputy Finance Officer of the City of Mitchell, South Dakota hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the 17th day of January, 2017.

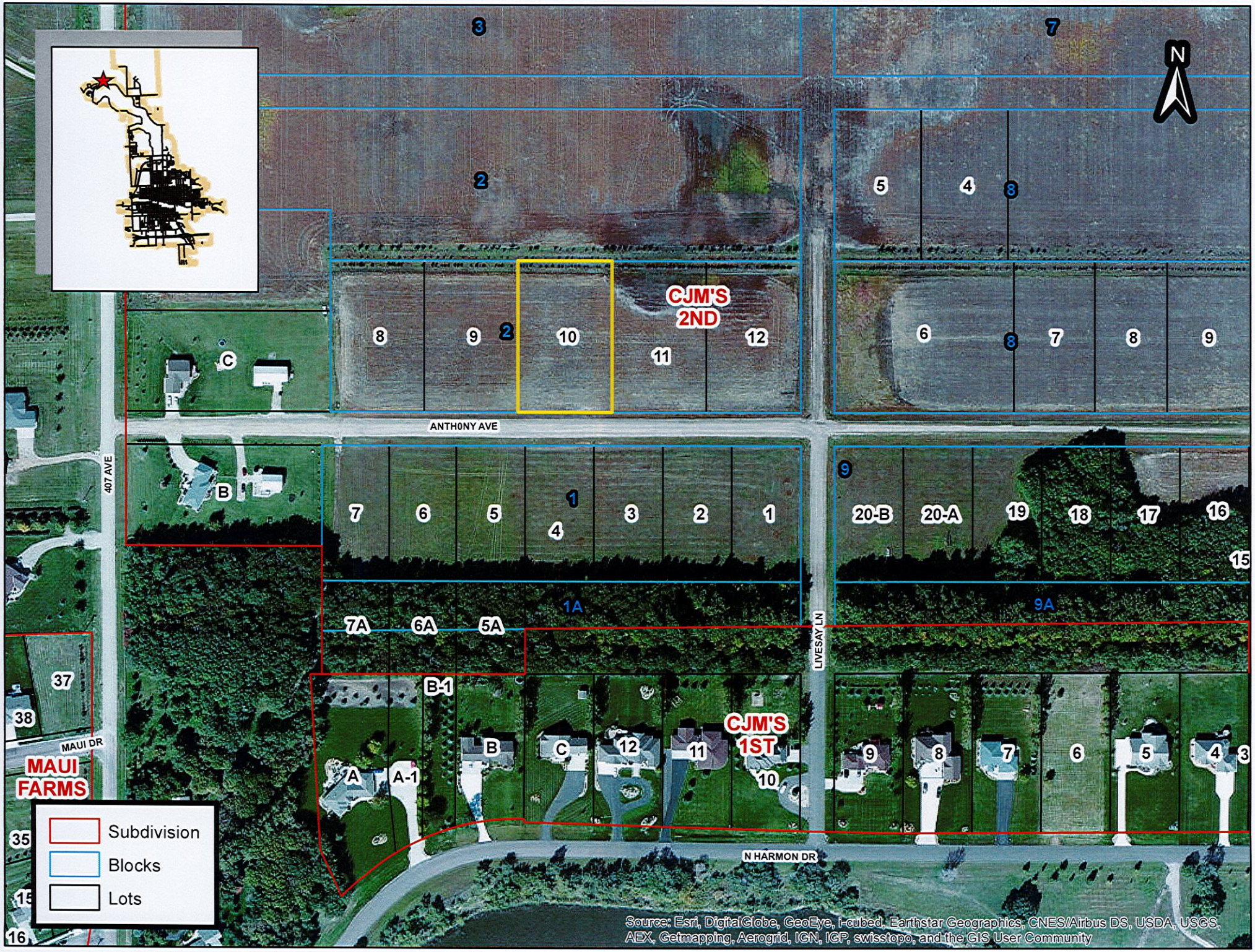
_____

MAYOR

ATTEST:

_____

FINANCE OFFICER


N
CJM'S 2ND
ANTHONY AVE
407 AVE
LIVESAY LN
1A
9A
7A
6A
5A
B-1
CJM'S 1ST
MAUI DR
MAUI FARMS
N HARMON DR
Subdivision
Blocks
Lots
Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

GRAPHIC SCALE

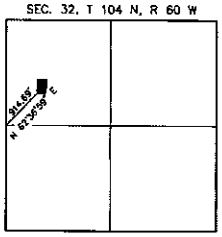
-100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

LEGEND

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

SEC. 32, T 104 N, R 60 W

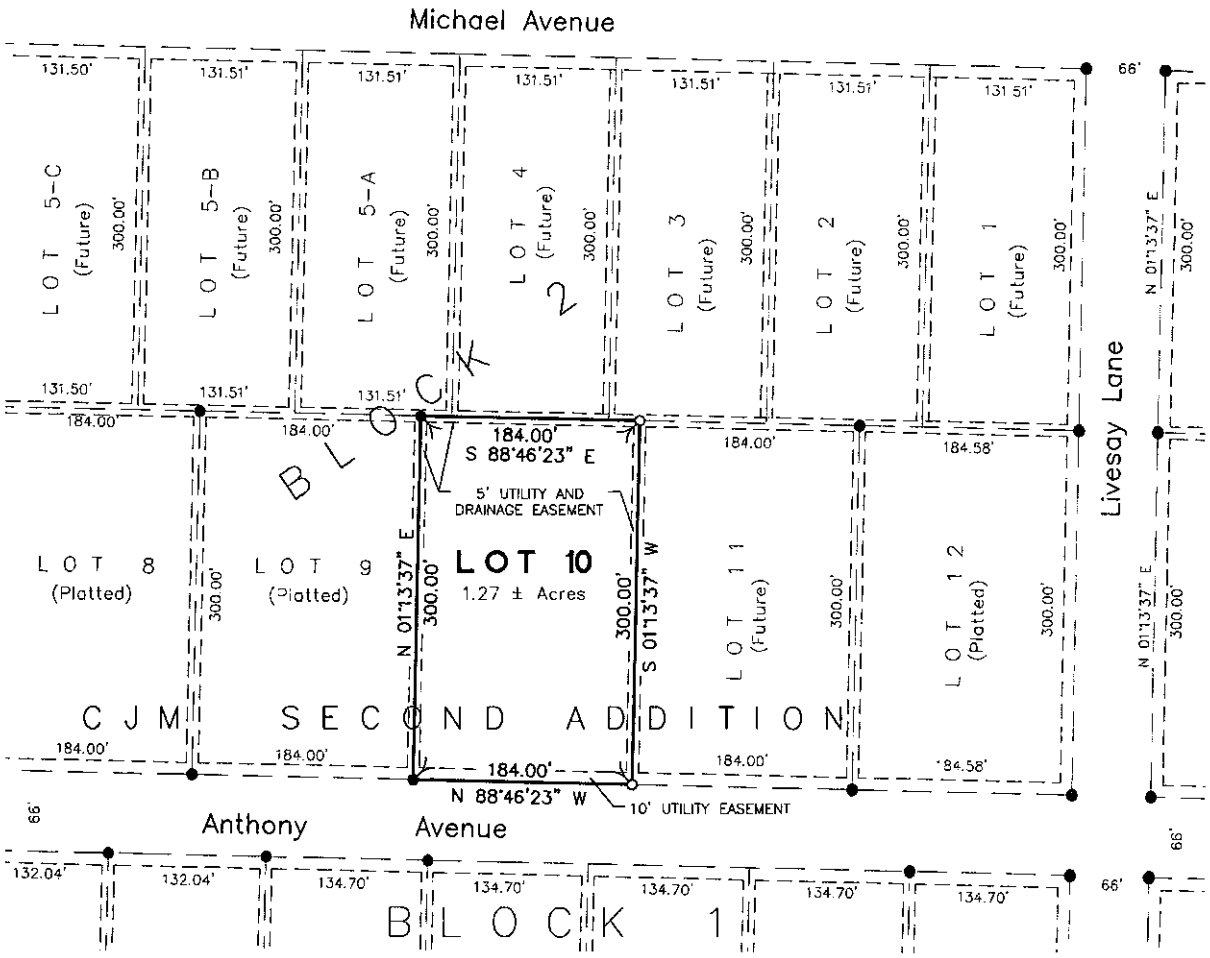


LOCATION MAP
SCALE: 1" = 3000'

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

BEARINGS ARE BASED ON AN ASSUMED COORDINATE SYSTEM

EASEMENTS WITHIN LOT 10, BLOCK 2 DEDICATED BY THIS PLAT:
5' DRAINAGE AND UTILITY EASEMENT ALONG THE NORTH, EAST AND WEST SIDES.
10' UTILITY EASEMENT ALONG THE SOUTH SIDE.



A PLAT OF LOT 10, BLOCK 2 OF CJM SECOND ADDITION IN THE NW 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5th P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

SURVEYOR'S CERTIFICATE

I, Paul J. Reiland, the undersigned, do hereby certify that I am a Registered Land Surveyor in and for the State of South Dakota. At the request of CJM Consulting, Inc., a South Dakota corporation, as owner, and under its direction for purposes indicated therein, I did on or prior to January 3, 2017, survey those parcels of land described as follows: LOT 10, BLOCK 2 OF CJM SECOND ADDITION IN THE NW 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

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

Dated this _____ day of January, 2017.

Registered Land Surveyor #SD6702

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

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

A PLAT OF LOT 10, BLOCK 2 OF CJM SECOND ADDITION IN THE NW 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5th P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

OWNER'S CERTIFICATE, DEDICATION AND AGREEMENT OF PROTECTION OF WATER

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned, hereby certify that CJM Consulting, Inc., a South Dakota corporation, is the absolute and unqualified owner of all of the land included in the within and foregoing plat; the plat is of a parcel of ground located in BLOCK 2 OF CJM SECOND ADDITION IN THE NW 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; that the plat has been made at the request of CJM Consulting, Inc., a South Dakota corporation, and under its direction for the purposes indicated therein; which said property as so surveyed and platted shall hereafter be known as LOT 10, BLOCK 2 OF CJM SECOND ADDITION IN THE NW 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as shown by this plat; and CJM Consulting, Inc., a South Dakota corporation, hereby dedicates to the public, for public use forever as such, the streets and alleys, if any, as shown and marked on said plat; and that development of the land included within the boundaries of said Lot 10, Block 2 shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations; further that there now exists Anthony Avenue. Pursuant to SDCL 11-3-8.1 and 11-3-8.2 the developer of the property described within this plat shall be responsible for protecting any waters of the state located adjacent to or within such platted area from pollution from sewage from such subdivision and shall, in prosecution of such protections, conform to and follow all regulations of the South Dakota Department of Environment and Natural Resources relating to the same. Additionally the developer of the property described within this plat shall be liable for any pollution that occurs from failure to execute such protections or follow such regulations, exception being those lots in subdivisions that show documentation that wastewater drainage shall be connected to a municipal system.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2017.

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

CORPORATION ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

On this, the _____ day of _____, 2017, before me, _____, the undersigned officer, personally appeared Charles J. Mauszycki, Jr., of CJM Consulting, Inc., a South Dakota corporation, and that he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

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

_____
Notary Public, South Dakota
My Commission Expires:_____

RESOLUTION OF CITY PLANNING COMMISSION

WHEREAS, the plat of LOT 10, BLOCK 2 OF CJM SECOND ADDITION IN THE NW 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, duly licensed Land Surveyor in and for the State of South Dakota, heretofore filed in the office of the City Finance Officer of Mitchell, South Dakota, has been submitted to the City Planning Commission of the said City of Mitchell, South Dakota; and

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

NOW THEREFORE, be it resolved by the City Planning Commission of Mitchell, South Dakota, that the plat of LOT 10, BLOCK 2 OF CJM SECOND ADDITION IN THE NW 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, a Land Surveyor, be and the same is hereby approved and its adoption by the City Council of the City of Mitchell, South Dakota, is hereby recommended.

I, _____, Chairman/Vice Chairman of the City Planning Commission for the City of Mitchell, South Dakota, do hereby certify that the foregoing resolution was passed by the City Planning Commission of Mitchell, South Dakota, at a meeting thereof held on the _____ day of _____, 2017.

Chairman/Vice Chairman: _____

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

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

A PLAT OF LOT 10, BLOCK 2 OF CJM SECOND ADDITION IN THE NW 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5th P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA.

RESOLUTION OF CITY COUNCIL

WHEREAS, it appears that the City Planning Commission of the City of Mitchell, South Dakota, did duly consider and did recommend the approval and adoption of the hereinafter described plat, at its meeting held on the _____ day of _____, 2017; and

WHEREAS, it appears from an examination of the plat of LOT 10, BLOCK 2 OF CJM SECOND ADDITION IN THE NW 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, as prepared by Paul J. Reiland, a duly licensed Land Surveyor in and for the State of South Dakota, that said plat is in accordance with the system of streets and alleys set forth in the Master Plan adopted by the City Planning Commission of the City of Mitchell, South Dakota, and that such plat has been prepared according to law;

THEREFORE, be it resolved by the City Council of Mitchell, South Dakota, that the plat of LOT 10, BLOCK 2 OF CJM SECOND ADDITION IN THE NW 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, prepared by Paul J. Reiland, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

I, _____, Finance Officer/Deputy Finance Officer of the City of Mitchell, South Dakota, hereby certify that the foregoing resolution was passed by the City of Mitchell, South Dakota, at a meeting held on the _____ day of _____, 2017.

Finance Officer/Deputy Finance Officer: _____

CERTIFICATE OF COUNTY TREASURER

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

_____ _____
Treasurer/Deputy Treasurer, Davison County Date

DIRECTOR OF EQUALIZATION

I, _____, Director of Equalization/Deputy Director of Equalization of Davison County, South Dakota, hereby certify that a copy of the plat of LOT 10, BLOCK 2 OF CJM SECOND ADDITION IN THE NW 1/4 OF SECTION 32, T 104 N, R 60 W OF THE 5TH P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, has been received by me and is filed in my office.

_____ _____
Director of Equalization/Deputy Director of Equalization, Davison County Date

REGISTER OF DEEDS

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF DAVISON)

FILED for record this _____ day of _____, 2017, at _____, and recorded in Book _____ of Plats on Page _____ therein and recorded on Microfilm Number _____.

_____ By_____
Register of Deeds, Davison County Deputy Register of Deeds

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

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

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	1/17/2017	Requested By:	Justin Johnson

Desired Action of City Council:

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

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

Agenda Item: Resolution Designating Temporary Alternate Landing Zone

Explanation/Background of Agenda Item Requested:

The City received a request from The Lake House restaurant to designate a temporary alternate landing zone in connection with an event they are holding.

City code prohibits aircraft from landing within the City except at the Airport, unless the Council approves another location by resolution.

The Lake House is planning to bring in a helicopter to do aerial tours of Mitchell as part of a dinner package on January 20th, 2017 from 4 to 9:30 pm. The helicopter would land and take off adjacent to The Lake House during that period. Tours would last approximately 15 minutes each.

The resolution limits the landing zone for use in connection with that event. It also provides that the pilot follow all applicable flight standards and provide a certificate of insurance naming the City as an additional insured.

RESOLUTION NO. R2017-06

A RESOLUTION DESIGNATING A TEMPORARY ALTERNATE LANDING ZONE

WHEREAS the City Council has received a request by The Lake House restaurant in relation to its "Ride the Sky Mitchell" event to be held on January 20th, 2017 from 4:00 pm to 9:30 pm, to designate an temporary alternate landing zone; and

WHEREAS the requested alternate landing zone is within the City of Mitchell and Mitchell City Code Section 5-2-2 prohibits landings within City limits other than at the Mitchell Airport except as approved by the City Council by resolution.

THEREFORE, IT IS RESOLVED by the City Council of the City of Mitchell, SD that a temporary alternate landing zone be established adjacent to The Lake House for the sole purpose of the above described event and upon the following conditions:

1. The landing zone shall be utilized solely in connection with the above described event and only for such times as are necessary to accommodate the event, including any time supplementary thereto for standard pre and post flight activities.

2. The pilot and/or pilot's company shall follow all federal, state, or local laws, procedures, or rules relating to operation of the aircraft and maintain such contact with the Mitchell Airport as is ordinary and customary under these circumstances.

3. Pilot or Pilot's company shall provide a certificate of insurance naming the City of Mitchell as an additional insured in relation to this event.

4. Under no circumstance shall this temporary landing zone be utilized before 3:00 pm or after 10:30 pm on January 20th, 2017.

Adopted by the Mitchell, South Dakota City Council in regular session this _____ day of January, 2017, with:

____ votes cast in favor of adoption,
____ votes cast against adoption, and
____ votes abstaining.

_____
Jerry Toomey - Mayor

Attest:

_____
Michelle Bathke – City Finance Officer

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Mitchell
SOUTH DAKOTA

Meeting Date Requested: 01/17/2017 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: 1st Reading of Ordinance # O2017-01

Explanation/Background of Agenda Item Requested:

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; A Plat of Block 1 of Cadwell Park First Addition and Iowa Street, A Subdivision of the NW ¼ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; A Plat of Shevlin's First Addition, in the W ½ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; A Plat of Shevlin's Second Addition, in the SW ¼ of 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from High Density Residential District (R4) to Public Lands and Institutions District (PL) AND THE OFFICIAL ZONING MAP BE CHANGED TO THE REFLECT THE SAME.

Planning Commission recommends approval. See 1/9/2017 minutes

ORDINANCE NO. O2017-01

AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; A Plat of Block 1 of Cadwell Park First Addition and Iowa Street, A Subdivision of the NW ¼ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; A Plat of Shevlin's First Addition, in the W ½ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; A Plat of Shevlin's Second Addition, in the SW ¼ of 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from High Density Residential District (R4) to Public Lands and Institutions District (PL) AND THE OFFICIAL ZONING MAP BE CHANGED TO THE REFLECT THE SAME.

BE IT ORDAINED BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA:

Section 1: THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; A Plat of Block 1 of Cadwell Park First Addition and Iowa Street, A Subdivision of the NW ¼ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; A Plat of Shevlin's First Addition, in the W ½ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; A Plat of Shevlin's Second Addition, in the SW ¼ of 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from High Density Residential District (R4) to Public Lands and Institutions District (PL) AND THE OFFICIAL ZONING MAP BE CHANGED TO THE REFLECT THE SAME.

Section 2. The City Finance Officer shall publish notice of this ordinance and the same shall be effective 20 days after the completed publication thereof, unless the referendum shall be invoked as provided by law.

Passed and approved this the 6th day of February, 2017.

_____

MAYOR

ATTEST:

_____

FINANCE OFFICER

{SEAL}

FIRST READING: January 17, 2017
SECOND READING: February 6, 2017
ADOPTION: February 6, 2017

MITCHELL CHRISTIAN EDUCATION
805 W 18TH AVE
MITCHELL SD 57301

THOMAS & KIMBERLY YOUNG
924 W 16TH AVE
MITCHELL SD 57301

SIDNEY & LINDA SHOEMAKER
925 W 16TH AVE
MITCHELL SD 57301

VICKIE SIGMUND
924 W 15TH AVE
MITCHELL SD 57301

MADC
1308 W 15TH AVE
MITCHELL SD 57301

RANDALL & MARY STOTZ
1301 W 15TH AVE
MITCHELL SD 57301

CJM CONSULTING INC
1050 N HARMON DR
MITCHELL SD 57301

DC PROPERTIES LLC
PO BOX 1101
MITCHELL SD 57301

JOSH & RACHEL GEBEL
1300 SHAWD RD
MITCHELL SD 57301

RYAN SHAWD
950 COMMERCE ST
MITCHELL SD 57301

DAVISON COUNTY
200 E 4TH AVE
MITCHELL SD 57301

CHAD ANDREE
1200 W 7TH AVE
MITCHELL SD 57301

RC HOLDINGS LLC
PO BOX 1108
MITCHELL SD 57301

WILLIAM KINDER
924 W 7TH AVE
MITCHELL SD 57301

PALACE APARTMENTS LLC
901 W 8TH AVE
MITCHELL SD 57301

MITCHELL SCHOOL DISTRICT
800 W 10TH AVE
MITCHELL SD 57301

MITCHELL TOWN HOMES LLC
710 N IOWA ST
MITCHELL SD 57301

Scott Pollreisz +
Katie Peugh - 916 W 15th Ave

Daniel Bannwarth
908 W 15th Ave

Kevin & Danielle Erdman
916 W 16th Ave

Arlan & Barbara Selland
908 W 16th Ave

Matthew Foley
919 E 1st Ave

Dennis & Cheryl Kunkel
1516 Deerfield Lane

December 28, 2016

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED, that City of Mitchell has requested the rezoning of the following real property is located in the City of Mitchell, Davison County, SD and is legally described as "A Plat of Block 1 of Cadwell Park First Addition and Iowa Street, A Subdivision of the NW ¼ of Section 16, T 103 N, R 60 W of W of the 5th P.M., City of Mitchell, Davison County, SD"; A Plat of Shevlin's First Addition, in the W ½ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, SD"; A Plat of Shevlin's Second Addition, in the SW ¼ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota". The property is currently zoned as R4 High Density Residential District and the city wishes to change the zoning to PL Public Lands and Institutions District. The applicants wish to rezone the properties in preparation for future parks and recreation development.

YOU ARE FURTHER NOTIFIED, that public hearings will be held by the City Planning Commission on January 9, 2017, 12:00 P.M., and the City Council, City of Mitchell, will hold first reading on this request on January 17, 2017, 6:30 pm and 2nd Reading and adoption of the rezoning ordinance on February 6, 2017 at 6:30 pm. All meetings will be held in the City Council Chambers, City Hall, 612 N Main St, Mitchell, South Dakota. All interested parties may attend the public hearings and provide comments in regards to the applicant's request

I/We Vickie Sigmund/Dennis Hiemstra
OWNER

924 West 15th Ave
ADDRESS

_____ APPROVE

_____ DISAPPROVE

No response will indicate approval.

COMMENTS:
We only approve if this means there will never be any building built on the parking lot to the west of our home. We would rather see twin homes built there than a tall metal building.

(IN FEET)
1 inch = 200 ft.

N

LEGEND

- ● = EXISTING FOUND IRON MONUMENT
- ○ = SET 5/8" X 18" REBAR WITH CAP NO. 1460
- (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- (R) = RECORDED DEED DISTANCE
- ⊠ = SET NAIL

PARED BY: ELLWYN A. NOHR, R.P.E./R.L.S.
NORTH LAWLER – P.O. BOX 398
HELL, SOUTH DAKOTA 57301
NE: (605) 996-7761

SHEVLIN'S FIRST ADDITION

SECTION 16

10' UTILITY AND DRAINAGE EASEMENT

S 89°49'33" E 954.87'

N 00°00'25" W 656.64'

1730.86'

690' (P) STREET

1731.66' (P)

S 00°00'25" E – 1052.71'

IOWA

1/4 LINE

33'

SHEVLIN'S SECOND ADDITION

AREA = 26.86± Acres

S.D. HIGHWAY NO. 37 BYPASS

LOT H

N 13°59'38" E 1127.52'

250'

125' 125'

S 00°37'39" E 25.00'

76'

600'(R)

S 89°22'21" W – 571.60'

656.40'

S 89°22'21" W

50'

85.77'

NORTH BOUNDARY OF FORMER RAILROAD RIGHT OF WAY

25'(R)

189'(R)

164.62'

WEST. 8th

WEST

N 89°22'21" E – 1196.52'

SECTION LINE

CORNER
CTION 16, T 103 N, R 60 W

END OF HIGHWAY CURVE

740' (P)

192' (P)

66'

232.7'(P)

200'(P)

200'(P)
200.05'(M)

200'(P)

200'(P)

1 E. B.

5 4 3 2 1

BRADY'S ADDITION

BLOCK 1

EDGERTON ST.

IOWA ST.

G F E D C B A

231.7'(P)

200'(P)

200'(P)

57' 57' 57' 58'

2 3 4

100'(P)

354'(P)

382'(P)

395'(P)

234'(P)
249.79'(M)

414.49'(M)

250.2'(P)

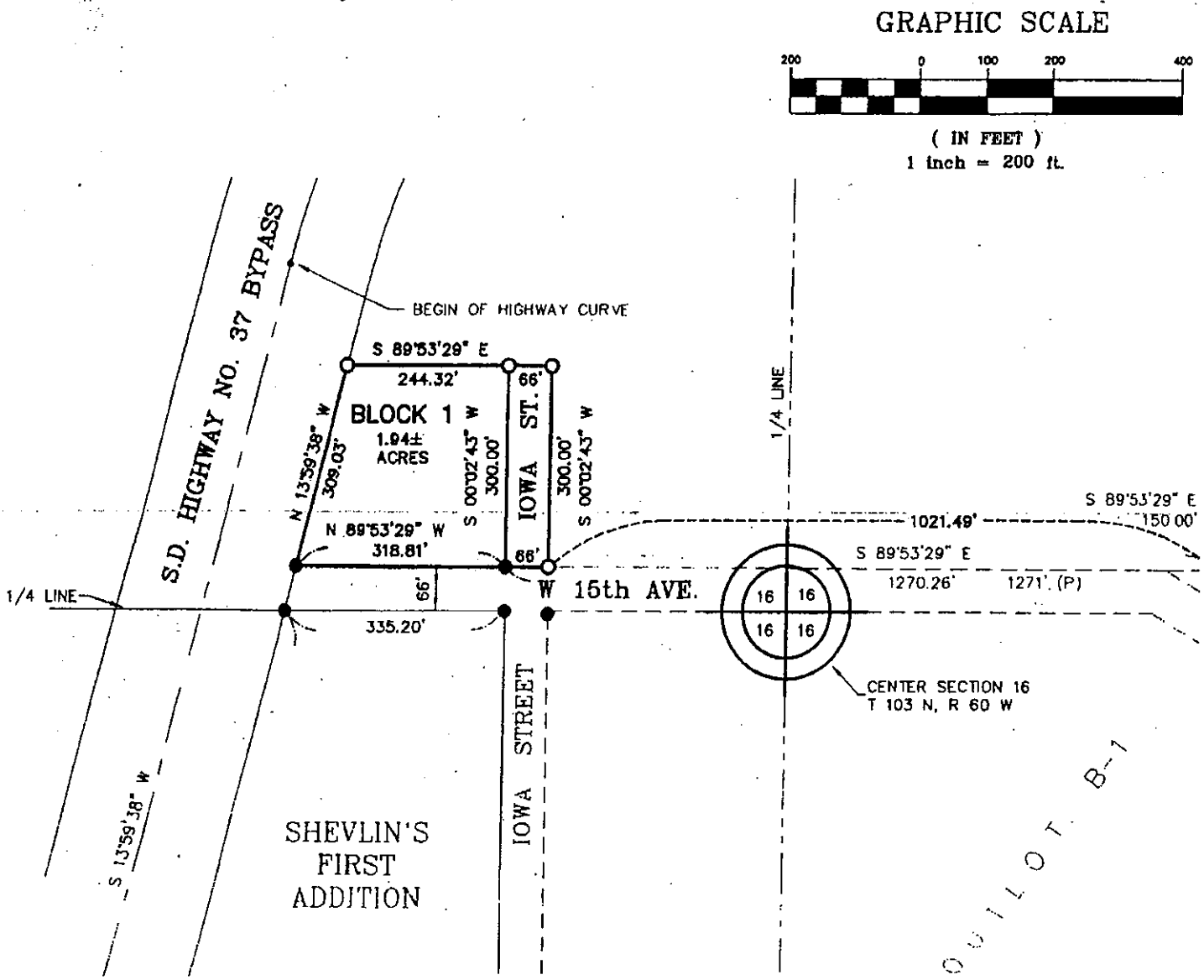
33' (P)

142'(P)

NOI
OU
OUT
SE
OUTL
BL

A PLAT OF SHEVLIN'S SECOND ADDITION, IN THE SW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5th P.M., DAVISON COUNTY, SOUTH DAKOTA

A PLAT OF BLOCK 1 OF CADWELL PARK FIRST ADDITION AND IOWA STREET, A SUBDIVISION OF THE NW 1/4 OF SECTION 16, T 103 N, R 60 W OF THE 5th P.M., DAVISON COUNTY, SOUTH DAKOTA.



A PLAT OF SHEVLIN'S FIRST ADDITION, IN THE W 1/2 OF SECTION 16, T 103 N, R 60 W OF THE 5th P.M., DAVISON COUNTY, SOUTH DAKOTA.

LINE	DIRECTION	DISTANCE
L1	S 89°18'31" W	33.00'
L2	N 00°00'25" W	63.65'
L3	N 89°22'58" E	48.00'

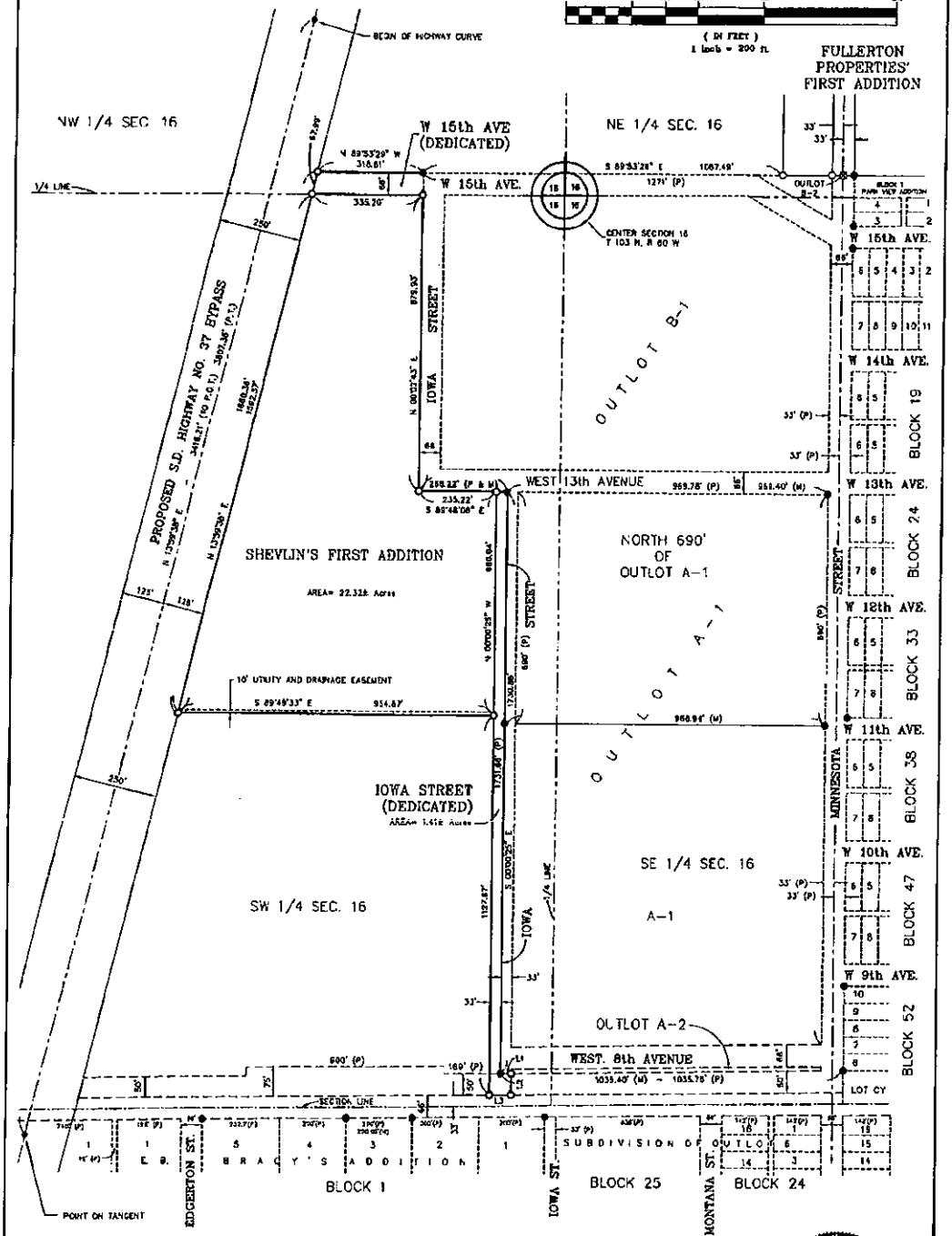
LEGEND

- ● = EXISTING FOUND IRON MONUMENT
- O = SET 5/8" X 18" REBAR WITH CAP NO. 1460
- 130' (P) = PLATTED BEARING OR DISTANCE
- 100' = MEASURED BEARING OR DISTANCE
- ⊠ = SET NAIL

PREPARED BY: ELLWYN A. NOHR, P.E./R.L.S.
620 NORTH LAWLER - P.O. BOX 398
MITCHELL, SOUTH DAKOTA 57301
PHONE: (605) 996-7761

GRAPHIC SCALE

(IN FEET)
1 inch = 200 ft.



ORIGINAL SIZE OF THIS PLAT UPON FILING IS 15x26

Pg
BOOK 15 PAGE 27

schmucker, paul, nohr & associates
ENGINEERS--PLANNERS--SURVEYORS
620 north lawler p.o. box 398
MITCHELL SOUTH DAKOTA, zip 57301
PHONE 605-996-7761 FAX 605-996-0015

SPN ASSOCIATES

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	1/17/17	Requested By:	Justin Johnson

Desired Action of City Council:

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

Amount Budgeted in current fiscal year for this item (if applicable): $0

Agenda Item: Hearing and Action on Resolution for Mitchell Baseball Lease

Explanation/Background of Agenda Item Requested:

The Mitchell Baseball Association is presenting a follow-up proposal to the City to build an 80' X 120' structure on City property to be used as an indoor baseball training facility.

Mitchell Baseball and the Parks and Rec Department are asking the Council to approve the original location. New information with regards to parking makes the original location on the corner of 15th and N Iowa more feasible. Paved parking will be required in either location, meaning there is no savings to Mitchell Baseball Association by moving the building on the south side of 15th. In addition, there is no room for the required parking in the field south of 15th. Lastly, with the absence of a master plan, there are too many unknowns that make the vacant lot on the corner of 15th & N Iowa St the best location. We are asking for approval of this location (See Map).

The lease gives ownership of the building to the City and MBA will be responsible for all costs involved with building, maintaining, and insuring the facility for 20 years. MBA will pay the City $300 per year plus utilities, with the possibility of increased lease amounts every 5 years.

Some provisions have changed more than others since the last time the Lease was in front of the council. Sections that had the biggest changes include: Section 1, Section 2(b), Section 8(b)(3), Section 12(b), Section 13, and Section 17. Most other changes were to be consistent with the changes listed above.

The Parks Board approved the Mitchell Baseball Association's first proposal as presented at the 10/13/16 Parks Board meeting.

The resolution would approve the form of the lease, with any changes the council wishes to make, and give up to 1 year for the lease to be executed so that Mitchell Baseball can undertake fundraising efforts and ensure the financial feasibility of the project.

RESOLUTION NO. R2017-07

A RESOLUTION APPROVING THE PROPOSED LEASE AGREEMENT REGARDING MITCHELL BASEBALL ASSOCIATION'S TRAINING FACILITY AND AUTHORIZING EXECUTION THEREOF.

WHEREAS the City of Mitchell has been presented with a proposed Lease relating to certain land of the City to Mitchell Baseball Association for the construction and operation of a baseball training facility; and

WHEREAS a hearing on such matter has been conducted on January 17th, 2017 at the regular City Council session thereon, and the City Council having heard discussion on such matter.

THEREFORE, IT RESOLVED by The Mitchell City Council that the proposed Lease be approved, with any modifications as voted on by the City Council, and that the Mayor of Mitchell shall have the authority to execute the same. It is specifically understood by the City and Mitchell Baseball Association that execution of this Lease may occur at any point up to one (1) year from the approval of this Resolution to allow for Mitchell Baseball Association to conduct fundraising efforts and ensure that financing for the project will be sufficient.

Adopted by the Mitchell, South Dakota City Council in regular session this _____ day of _____, 2017, with:

____ votes cast in favor of adoption,
____ votes cast against adoption, and
____ votes abstaining.

_____
Jerry Toomey - Mayor

Attest:

_____
Michelle Bathke – City Finance Officer

(seal)

Prepared by:
Justin M. Johnson
City Attorney
Mitchell, SD 57301
(605) 990-7940

Lease Agreement

THIS LEASE AGREEMENT, hereinafter "Lease", is entered into as of the date signed below, hereinafter "Effective Date", by and between the City of Mitchell, a South Dakota municipal corporation, hereinafter "Landlord", and Mitchell Baseball Association, a South Dakota nonprofit corporation, hereinafter "Tenant", and Landlord and Tenant may also be referred to herein individually as a "party" or collectively as the "parties"; and

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant agree as follows:

1. LEASED PREMISES. Landlord hereby leases to Tenant certain City-owned real property legally described as **Block 1 of Cadwell Park First Addition, A Subdivision of the NW ¼ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota, EXCEPT the north one hundred fifty (150') feet AND the east one hundred twenty-five (125') feet of the south one hundred fifty (150') feet of said Block 1**, as shown on Exhibit A attached hereto and incorporated by reference, and with such location to have an expected street address of 1014 15th Avenue (subject to change), including all buildings, structures, attachments, and other improvements currently existing or hereafter constructed, hereinafter collectively referred to as the "Premises." Tenant is granted a leasehold in government property under this Lease with the land, buildings, structures, attachments, and other improvements being retained by Landlord as a leased fee. All buildings, structures, attachments, and other improvements to real property (including those built or otherwise added by Tenant) shall be owned by Landlord from the outset and remain government property throughout the Term of this Lease and all Renewal Terms. The parties shall collaborate in creating an inventory of all equipment and other personal property utilized in conjunction with the uses further outlined by this Lease. Said inventory shall be updated on an annual basis and shall signify, by joint agreement of Tenant and the Director of Parks and Recreation, whether such equipment and other personal property is property of Landlord or Tenant, with the presumption that all such equipment and other personal property not jointly agreed to be that of Landlord's shall be deemed property of Tenant.

2. TERM AND RENEWAL.

(a) The term of this Lease shall be approximately **Twenty (20)** years from (insert dates)

_____ through **_____,** hereinafter the "Term." Landlord and Tenant may by mutual agreement in writing renew this Lease for additional terms, hereinafter "Renewal Term(s)." All Renewal Terms of this Lease shall be for

Five (5) year terms and upon the same provisions and conditions as such exist at the end of the effective term immediately preceding such renewal. The Lease shall automatically renew for all Renewal Terms unless Landlord or Tenant provides written notice of non-renewal to the other party at least One Hundred Eighty (180) days but not more than Three Hundred Sixty (360) days prior to the end of the effective Term.

(b) Right of First Refusal. For and in consideration of the separate sum of One Dollar ($1.00) and other good and valuable consideration paid by Tenant to Landlord, the receipt and sufficiency of which is hereby acknowledged by Landlord, Landlord hereby grants Tenant a right of first refusal which may be utilized in the event that the Landlord considers leasing the Premises to a potential third party lessee upon termination of this Lease. Such right shall be waived if this Lease is terminated for cause. This right of first refusal shall be to accept terms and conditions no less beneficial to Landlord as may then have been negotiated with a potential third party lessee. This right of first refusal shall be effective only as to a potential lease to a third party and shall not be effective as to Landlord re-assuming control over the Premises.

3. RENT, TAXES, AND OTHER CHARGES. Total rent for the initial Term of this Lease shall be **Three Hundred ($300) Dollars** per year to be paid to Landlord on or before the Effective Date of this Lease and no later than the 1st of March each year thereafter. Such rent shall be nonrefundable should early termination of this Lease occur. Tenant shall pay the rent and all other charges required to be paid under this Lease by cash, valid check, money order, or cashier's check. No diminution or abatement of rent or offset shall be claimed or allowed for any reason whatsoever without further written agreement. Rent shall be subject to adjustment by Landlord but no more frequently than once every five (5) calendar years and no more than the greater of the rate of inflation over such period or **Twenty (20%)** percent. Tenant shall pay to Landlord with the rent all taxes legally imposed on the rent by taxing authorities. Should Tenant claim an exemption from payment of taxes imposed on rent by any taxing authority, Tenant shall provide to Landlord and keep on file with Landlord current proof of such exemption. In addition to the foregoing payments, Tenant shall be solely responsible for and pay to the appropriate authority by the due date all other taxes, fees, assessments, and other charges legally imposed or accruing against the Premises or Tenant's leasehold, which, for purposes of example only, may include but are not limited to ad valorem taxes and non-ad valorem assessments. Dispute of any such taxes, fees, assessments, or charges shall be solely the responsibility of Tenant at Tenant's sole cost and expense and Tenant shall indemnify and hold Landlord harmless for any and all such taxes, fees, assessments, and charges imposed as well as all costs and expenses arising from non-payment or late payment thereof or otherwise from any such dispute, including but not limited to penalties, interest, attorneys' fees, and experts' fees.

4. UTILITIES. Tenant shall be solely responsible for establishing and maintaining all utilities and other services needed to serve the Premises and for Tenant's operations and activities. Tenant shall promptly pay on or before the due date all charges for electric, water, sewer, communications, solid waste removal, and all other utilities and services serving the Premises. Tenant shall hold Landlord harmless from payment of charges for any and all such utilities and services and for any interruption in the use or services of such commodities.

5. USE OF PREMISES. Tenant understands, acknowledges, and agrees that Tenant's occupation and use of the Premises is strictly limited to public or recreational purposes and shall primarily relate to the operation of a youth baseball program. In order to fulfill and enhance Tenant's intended and approved use of the Premises, Tenant shall construct a training facility on the Premises as further provided herein.

(a) Limitations and Conditions on Use. Tenant shall occupy or use the Premises solely for the public and recreational purposes specified and such comparable purposes which fundamentally arise from a common nexus. Tenant shall be solely responsible for the operation, management, and maintenance of the Premises consistent with this Lease. Landlord shall have the sole and absolute right to determine whether any proposed or actual use of the Premises is within the uses contemplated and allowed by this Lease.

(b) Supervision by Tenant; Control of Premises. Tenant shall instruct, monitor, supervise, and manage its members, officers, directors, employees, volunteers, agents, representatives, participants, guests, contractors, sub-contractors, and other invitees in use of the Premises consistent with this Lease and all limitations, restrictions, laws, and regulations. Tenant and not Landlord shall have the right and duty to control access to the Premises by such persons and other third parties. Tenant shall be deemed for all purposes to be solely in possession and control of the Premises. Tenant shall ensure that Tenant's activities relating to such training facility operations occur solely on the leased Premises and not on Landlord's property surrounding the leased Premises unless by separate agreement.

(c) Non-discrimination. Tenant expressly agrees for Tenant and Tenant's successors and permitted assigns, that no person, on the grounds of race, color, religion, national origin, age, marital status, gender identity, sexual orientation, disability, or any other characteristic protected by Federal, State, or local law, will be excluded from participation in, denied benefits of, or be otherwise subjected to discrimination in the use of the Premises or Tenant's programs or activities; and that in the construction of any improvements on, in, over, or under the Premises and the furnishing of services on the Premises, no person, on any of the foregoing grounds, shall be excluded from participation therein, denied the benefits thereof, or be otherwise subjected to discrimination.

(d) Security Policies and Procedures. Tenant shall be responsible for ensuring that Tenant's members, officers, directors, employees, volunteers, agents, representatives, participants, guests, contractors, sub-contractors, and other invitees shall comply fully with any and all security policies and procedures adopted or implemented by Landlord from time to time as Landlord deems necessary and appropriate for protecting the public health, safety or, welfare or for compliance with any Federal, state, or local law or regulation. Landlord will provide Tenant with notice of any such adopted or implemented security policies and procedures affecting the Premises or its occupation or use.

6. COMPLIANCE WITH LAWS. Tenant shall not occupy, use, or maintain or permit the occupation, use, or maintenance of the Premises or any part thereof for any unlawful, immoral, or improper purpose, or in such a manner as to constitute a nuisance of any kind, nor for any

purpose or in any way in violation of this Lease or any existing or future code, law, rule, requirement, order, ordinance, or regulation.

7. PERMITS AND LICENSES. Tenant shall be solely responsible for obtaining, maintaining, and paying for the expense of all governmental and regulatory approvals, permits, and licenses necessary for Tenant's occupation, use, and operation of the Premises and access thereto, including but not limited to any required zoning and site plan approvals, building and other permits, and applicable licenses, as such are now or in the future required. Should Tenant be unable to obtain and maintain all approvals necessary for Tenant's intended use or operation of the Premises or other necessary areas, this Lease shall terminate unless agreed otherwise in writing by the parties.

8. IMPROVEMENTS.

(a) In General. Except for required general maintenance, repairs, and replacements, Tenant shall not make or cause to be made or allow any construction, alterations, installations, or improvements to or on the Premises without prior approval of Landlord's City Council. Any and all construction, alterations, installations, and improvements shall be at Tenant's sole cost and expense and at no cost or expense to Landlord by an established contractor(s) properly licensed, insured, and authorized to work in the City. Such costs shall include but are not limited to costs of planning, design, engineering, surveying, permitting, site preparation, construction, and installations. All work shall be performed in a good and workmanlike manner and consistent with Tenant's plans and specifications as approved by Landlord's City Council, and in compliance with all applicable laws, rules and regulations, including but not limited to applicable building code, Federal and state regulations, and disabilities laws (e.g., the Americans with Disabilities Act), and payment and performance bond requirements for capital improvements on government real property. In the event any governmental authority directs, or any applicable Federal or state law or regulation requires, any modification or alteration to the Premises or any buildings, structures, or other improvements thereon or therein, whether now existing or constructed during the Term or any Renewal Term, Tenant shall be solely responsible for prosecution and completion of and payment for such modifications and alterations.

The parties recognize that any and all construction, alterations, installations, or improvements are capital improvements made to enhance the use of the Premises located in a public park and for the benefit of the general public. The costs of such improvements are not rent, they are not payments in lieu of rent, and they are not made for the right to occupy the Premises.

Except as otherwise agreed in writing by the parties, at the termination of this Lease Tenant, at Tenant's sole expense, shall pay for removal from the Premises any installations or improvements added to the Premises during the Term or any Renewal Term that are not found acceptable by Landlord. Notwithstanding any installations and improvements that are to remain on the Premises, Tenant shall be otherwise responsible and pay for restoration of the Premises.

(b) Construction of Improvements. In furtherance of Tenant's proposed use of the Premises, Tenant shall construct a training facility (hereinafter "improvements") designed to

enhance Tenant's use of the Premises and Tenant's programs for the benefit of the community and general public. Tenant shall construct and complete the proposed improvements consistent with the terms of this Lease, including but not limited to the following additional provisions:

(1) Prior to the approval of this Lease, Tenant shall submit to Landlord conceptual plans for the proposes training facility. Landlord, by action of the City Council, may approve of this Lease after viewing said plans or conditionally approve this Lease upon the condition precedent that Tenant returns with conceptual plans acceptable to Landlord within sixty (60) days. Failure to provide acceptable conceptual plans shall terminate and void this Lease.

(2) The Premises shall be zoned properly for the Tenant's intended use prior to any construction. If re-zoning the Premises is necessary, Tenant shall apply to have the Premises re-zoned. Landlord, as owner of the Premises, may join in the application for re-zoning but shall not be bound by this Lease to approve said re-zoning. If a re-zoning of the Premises is necessary and the Landlord's City Council does not approve of the necessary re-zoning, this Lease shall terminate and be deemed void.

(3) Tenant, after receiving conceptual plan approval and the Premises being properly zoned, shall diligently pursue any further site plan approvals or other construction related approvals applicable under federal, state, or local law and shall proceed and continue through construction only if all applicable approvals have been granted.

(i) Parking. Tenant shall install a parking lot adjacent to the Premises on City retained property. The City shall be responsible for the parking lot, subject to any further provisions of this lease, and the parking lot may be utilized for public parking. The parking lot shall be paved and consist of at least thirty (30) parking spaces, two (2) of which must be handicap accessible. The parking lot shall be completed within twenty-four (24) months of the Effective Date.

(ii) Security. Tenant shall install a security system that is compatible with the City's security system provided by Intellipro Security. The specifications of the security system shall be approved by Landlord's City Administrator. Upon completion of construction and verification that the approved security system is functional as expected, Tenant shall be entitled to deduct the expense of such system from any rent due to Landlord at that time or in the future until such amount is fully accounted for.

(4) Notwithstanding any other provision of this Lease, if Tenant fails to obtain all applicable approvals and complete construction within Twenty-Four

(24) months of the Effective Date, this Lease shall be terminable by either party.

(5) Tenant shall require and verify that all construction work is completed by a responsible contractor with insurance and bonding requirements as shall further be specified prior to the engagement of any contractor.

(6) As further provided by this Lease, Tenant shall be responsible for maintaining the condition of the building and shall ensure the building suffers from no major defects at any time, except for normal wear and tear.

9. LOANS AND LIENS. Landlord's interest in the Premises shall not be subject to any loans, security interests, or liens for any construction, alterations, installations, improvements, or work. Tenant shall notify all persons and entities loaning money, constructing improvements, or performing work on the Premises, or supplying materials, equipment rental, or other services for the improvements or work, that this Lease does not allow any loans, security interests, or liens to attach to Landlord's interest. If, notwithstanding the foregoing, any loan, security interest, mechanic's, materialman's, laborer's, or any other lien, or any order or judgment for payment of money, shall be recorded against the Premises or any part thereof or against Tenant's leasehold interest or otherwise asserted against Landlord's interest (whether or not legally effective), then Tenant shall, at Tenant's own cost and expense, cause the same to be satisfied, cancelled, and discharged of record and, further, shall indemnify and hold Landlord harmless from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees and experts' fees, through trial and appeal, resulting there from or by reason thereof.

10. LANDLORD RIGHT OF ENTRY. Landlord retains a general right of ingress, egress, and regress across the Premises as reasonably needed for Landlord's employees, contractors, and agents in performance of their duties at all reasonable times. Landlord shall also have the right to enter the Premises for inspection, protection, or preservation of the Premises, including but not limited to inspection of the Premises to determine whether Tenant is complying with the terms of this Lease, applicable laws, orders, or regulations of any lawful authority having jurisdiction over the Premises or any activities conducted thereon or therein. Landlord's retained rights hereunder also include the right of ingress, egress, and regress for the installation, replacement, and maintenance of utilities and related facilities on, across, and under the Premises as may be deemed necessary by Landlord. Landlord shall, to the extent possible in Landlord's determination, locate such utilities and related facilities in such a manner as not to disturb Tenant's operations and use of the Premises. Entry by Landlord shall not constitute or be deemed an eviction of Tenant or any deprivation of Tenant's rights under this Lease; nor shall such entry alter in any manner Landlord's obligations hereunder.

11. ASSUMPTION OF RISK; RELEASE AND INDEMNIFICATION. For and in consideration of the separate sum of One Dollar ($1.00) and other good and valuable consideration paid by Landlord to Tenant, the receipt and sufficiency of which is hereby acknowledged by Tenant, Tenant agrees as follows:

(a) Premises "As Is." Tenant accepts the condition of the Premises "as is" and recognizes and hereby expressly and fully assumes all risks, known and unknown, that arise or might arise incidental to or in any way connected with the condition or use of the Premises or access to the Premises. Tenant acknowledges and agrees that Landlord has not made and makes no warranty of any kind whatsoever as to the condition of the Premises or fitness of the Premises for any particular purpose. This assumption of risk by Tenant is made for and on behalf of Tenant and Tenant's successors, permitted assigns, and Tenant's officers, directors, members, employees, volunteers, agents, representatives, participants, guests, contractors, subcontractors, and all other invitees.

(b) Release and Indemnification (Premises). Tenant hereby releases and forever discharges Landlord and Landlord's elected officials, officers, employees, and agents, cumulatively the "Released Parties," and agrees to indemnify and hold harmless the Released Parties, from and against any and all liabilities, claims, demands, damages, actions, lawsuits, costs, and expenses, of any kind or nature, including but not limited to costs of investigation, attorneys' fees, experts' fees, and costs through trial and appeal, arising out of, incidental to, or in any way connected with the condition, maintenance, or use of the Premises, access to the Premises, the condition, maintenance, or use of any installation, improvement, or equipment on, in, or serving the Premises, or otherwise arising under this Lease. TENANT UNDERSTANDS AND AGREES THAT THIS RELEASE AND INDEMNIFICATION INCLUDES ANY AND ALL CLAIMS BASED ON THE NEGLIGENCE, ACTIONS, OR INACTION OF LANDLORD OR ANY OTHER RELEASED PARTY AND INCLUDES ANY OTHER CAUSE OR CONDITION WHATSOEVER, AND COVERS, BUT IS NOT LIMITED TO, ANY CLAIMS FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE.

(c) Indemnification (Use). Tenant shall indemnify and hold the Released Parties harmless from and against any and all liabilities, claims, demands, damages, actions, lawsuits, judgments, penalties, losses, costs, or expenses, of any kind or nature, including but not limited to costs of investigation, attorneys' fees, experts' fees, and costs through trial and appeal, arising out of, incidental to, or in any way connected with Tenant's possession, use, occupancy, operation, or maintenance of the Premises, and any act or omission of Tenant or Tenant's members, officers, directors, employees, volunteers, agents, representatives, participants, guests, contractors, subcontractors, and other invitees.

(d) Release and Indemnification (Public Improvements and Utilities). Tenant's release and agreement to indemnify and hold the Released Parties harmless shall also include any claim for damage that any utility (whether publicly or privately owned) or public entity may sustain or receive by reason of Tenant's possession, use, occupancy, operation, or maintenance of the Premises, or any installations or improvements thereon or made by or for Tenant. Tenant waives all claims of any kind or nature whatsoever against the Released Parties for damages that Tenant may suffer by reason of the installation, construction, reconstruction, operation or maintenance of any public improvement, facility, or utility, whether presently in place or which may in the future be constructed or installed, including but not limited to any water or sewer mains, lines, pipes, structures, or other facilities; storm water structures, pipes, or other facilities; electric or communication lines, structures, conduit, or other facilities.

(e) Claims Under Disabilities Laws. Should a regulatory agency, private party, organization, or any other person or entity make a claim under the Americans with Disabilities Act or other Federal or state law against Tenant or Landlord, or both Tenant and Landlord, for an alleged violation of or noncompliance with any such law as to the Premises or any improvements thereon or therein, or as a result of Tenant's occupancy or use of the Premises or operation of Tenant's programs or services, Tenant shall defend, save, and hold harmless Landlord from any and all expenses incurred in responding to such a claim, including without limitation the fees of attorneys and other advisors or experts, court costs, and costs incurred for correcting any such violation or noncompliance found to exist.

(f) Intent and Effect. It is the intent and effect of the provisions contained in this section 11 and a condition in consideration for Landlord to enter into this Lease with Tenant, that Tenant's obligations hereunder shall be and include a full and total release and indemnification of the Released Parties against any kind or nature of claim whatsoever that is or may be asserted by reason of or as a consequence of Landlord having granted a leasehold to Tenant to possess, occupy, use, improve, operate, and maintain the Premises, and that any and all risks of loss and responsibility for claims shall be borne by Tenant and not by Landlord, the public, or Landlord's taxpayers. Tenant acknowledges and agrees that the provisions of this section 11 are provided as separate consideration and inducement for this Lease and such Lease would not have been entered into by Landlord absent the giving of such consideration by Tenant. Tenant's obligations under this section 11 shall survive the termination of this Lease for any matter arising prior to the effective date of the termination or the date Tenant no longer possesses, occupies, uses, operates, or maintains the Premises, whichever is later. Notwithstanding any other provision of this Lease, should any claim or litigation by any person or entity arise against Landlord as to liability for any injury, death, or property damage due to the condition of the Premises or Tenant's possession, occupancy, use, operation, or maintenance of the Premises or Tenant's activities, Tenant shall be responsible for, and promptly reimburse Landlord for, all costs of Landlord's defense of such claim or litigation, including but not limited to fees for Landlord's attorneys and experts.

12. INSURANCE. During the Term and all Renewal Terms, and so long as Tenant occupies, uses, operates, or maintains the Premises, Tenant shall procure and maintain insurance at Tenant's sole cost and expense, as follows:

(a) Commercial General Liability Insurance. Commercial general liability insurance providing all risks coverage which protects Tenant and Landlord and all other Released Parties from and against any and all claims and liabilities for bodily injury, death, and property damage arising from operations, premises liability, fire, and all other risks. Such insurance shall provide minimum coverage of $1,000,000.00 per occurrence and $2,000,000.00 aggregate. Tenant shall be and remain liable for and pay all deductibles and other amounts not covered, paid, or reimbursed under the insurance policies.

(b) Property Casualty Insurance. Property casualty insurance for the Premises and any buildings constructed shall be added to Landlord's existing property casualty insurance policy in such amounts as Landlord deems appropriate in its sole discretion but not to exceed one hundred fifty (150%) of the property and building value. Tenant shall reimburse Landlord for the additional expense of adding said coverage. The property list provided for by this Lease shall be

used to determine which property in the building is Landlord property and subject to said property casualty insurance. Tenant may choose, at its option, to obtain renter's insurance at Tenant's sole expense for any property not subject to the above property.

(c) Flood Insurance. Flood insurance, at the option of Tenant, for all buildings, structures, and other improvements now existing or constructed or installed during the Term or any Renewal Term on or in the Premises. Said flood insurance coverage shall be for the lesser of the total insurable value of such buildings, structures, and other improvements or the maximum amount of flood insurance coverage available under the national Flood Insurance Program.

(d) Workers' Compensation Insurance. Tenant shall maintain workers' compensation insurance if and to the extent required by law, with coverage amounts that meet or exceed the statutory mandatory minimum.

(e) Builder's Risk. Tenant shall provide and maintain, or shall require Tenant's contractor to provide and maintain, builder's risk insurance coverage for construction of the buildings, structures, and improvements on the Premises. Such builder's risk insurance shall meet or exceed the following requirements:

(1) The form shall be all risks coverage and the amount of insurance coverage shall be 100% of the completed value of work, including the buildings, additions, and structures.

(2) The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty for representation that the buildings, additions, or structures in the course of construction shall not be occupied without specific endorsement of the policy. The policy must be endorsed to provide that the builder's risk coverage will continue to apply until final acceptance of the buildings, additions or structures by Tenant and Landlord (as owner).

(3) The maximum deductible shall be no more than $5,000.00 each claim. A higher deductible may be permitted subject to Landlord's written approval.

(4) The policy must be endorsed to provide machinery/equipment coverage during transit, storage and installation, including any directly purchased by the Tenant.

(5) The policy must be endorsed to provide coverage for tangible property, materials, machinery/equipment, and supplies directly purchased by Tenant for which the risk of loss has transferred to Tenant. Such endorsement shall provide for reimbursement for loss or damage directly to Tenant as an additional insured if the insurance is provided by Tenant's contractor.

(f) Landlord Additional Insured; Policy Endorsements. The policies of insurance required herein for commercial general liability insurance, flood insurance (if elected by Tenant), and builder's risk insurance, including all renewals, shall be written to specifically name and include Landlord as additional insured or be endorsed to name and include Landlord as

additional insured, and provide for at least thirty (30) days advance notice to Landlord by the insurer prior to any policy change, amendment, termination, or expiration of coverage. Property casualty insurance shall be on such terms as Landlord deems appropriate. Tenant shall cause its insurance agent(s) or carrier(s) (or it's contractor in the case of builder's risk) to provide Landlord with a copy of such policies, additional insured endorsements, and certificates of insurance stating that the coverage as required herein is in force and effective: no later than the Effective Date of this Lease for commercial general liability insurance and no later than commencement of construction work on the improvements for builder's risk. No occupancy of any structure on the Premises shall take place unless proof of insurance has been provided therefore by Tenant to Landlord. Tenant shall cause insurance policies, policy endorsements, and certificates of insurance in conformance with the requirements hereof to be promptly provided to Landlord for each subsequent policy renewal. For any new or replacement insurer, Tenant shall cause a copy of the new or replacement insurance policy and corresponding additional insured endorsement and certificate of insurance to be promptly provided to Landlord.

(g) Tenant Insurance Primary; Approval of Insurer. Tenant's insurance in all instances shall be primary and any insurance that may be maintained by Landlord shall be in excess of and shall not contribute with Tenant's insurance. All insurance policies shall be issued by a company licensed to do business in the state of South Dakota and be otherwise satisfactory to Landlord and subject to Landlord's approval.

(h) Modification of Insurance Requirements. Recognizing the extended Term of the Lease, Landlord shall have the right to periodically review the adequacy of the required insurance, its form and type, and the amount of coverage and, notwithstanding any other provision of this Lease, unilaterally modify the insurance requirements of this section by written notice of such amendment to Tenant. Such modifications shall be as found reasonably necessary in the sole discretion of Landlord. Factors which may be considered by Landlord include, but are not limited to, changes in generally accepted insurance industry standards and practices, changes in use of the Premises, changes in risk exposure, measurable changes in local and national economic indicators, and changes in Landlord's policies and procedures.

(i) Failure to Maintain Insurance. Tenant understands and acknowledges that the responsibility and obligation to provide and maintain insurance in the forms, type, and coverage required herein and to maintain proper Landlord additional insured policy endorsements and certificates of insurance is solely Tenant's responsibility and obligation which continues during the entire Term, all Renewal Terms, and until such time as Tenant no longer occupies the Premises, whichever date is later. Tenant further understands and acknowledges that failure to provide and maintain all insurance coverage as and in the manner required herein will be deemed detrimental to the public interest, an increased and unnecessary risk to the public and to Landlord's taxpayers, and a material breach of this Lease which can result in termination of this Lease and in Tenant being liable for the full amount of all losses incurred due to the failure to maintain insurance.

In the event that Tenant should fail for any reason to procure or maintain insurance in the forms, type, or minimum coverage required and maintain the Landlord additional insured policy endorsements and certificates of insurance, Section 17 of this Lease shall apply. Should Tenant

fail to cure the breach within said period or such other time as may be agreed to by the Parties in writing, Landlord in Landlord's sole discretion may, but is not obligated to do so, secure replacement insurance coverage at Tenant's sole expense. Should Landlord elect to secure replacement insurance, Tenant shall thereafter reimburse Landlord within fourteen (14) calendar days of Landlord sending an invoice for the costs and premiums incurred by Landlord for the replacement insurance coverage plus an administrative charge of ten percent (10%) or $250.00, whichever is greater. Tenant shall continue to be responsible for the payment of all deductibles applicable to the insurance policies and all losses incurred during any lapse in coverage. Should Tenant subsequently obtain the required insurance, endorsements, and certificates, Tenant shall remain responsible for and reimburse Landlord for all costs and expense to Landlord for the insurance premiums earned and administrative charges.

13. MAINTENANCE AND REPAIRS.

(a) In General. During the Term and all Renewal Terms, and until Tenant has surrendered possession of the Premises to Landlord, Tenant, at Tenant's sole cost and expense, shall maintain the Premises, including but not limited to all buildings, structures, installations, fixtures, betterments, equipment, and other improvements (collectively "Improvements") in good order and repair and in a safe, clean, secure, sanitary, and presentable condition, and in conformance with the provisions of this Lease and all applicable codes, ordinances, laws, regulations, and approved site plans. Tenant and not Landlord shall have the continuing duty to inspect the Premises and repair defects. Notwithstanding any right of Landlord to enter the Premises for its purposes provided herein, Landlord shall have no duty or responsibility to inspect, repair, or maintain the Premises or any part thereof. Tenant shall also be responsible for maintenance of all exterior property areas of the leased Premises.

(b) Snow removal. Tenant shall be responsible for snow removal on the premises including pathways leading into the building and the parking area required hereunder. Such areas shall be cleared of snow within 48 hours after the end of a snow event. Landlord agrees to remove snow from the public sidewalks adjacent to the property as a continuation of its current practices and in compliance with its ordinances.

(c) Destruction of Improvements/Force Majeure. If an unforeseeable incident beyond the control of the Parties which prevents a Party from complying with any of its obligations under this Contract, or which makes compliance unreasonable for either party, or if the Premises have become wholly untenable due to the destruction of the facility, either party may choose to terminate this agreement, upon Thirty (30) days written notice, without being held in default of any obligation hereunder to the extent that the failure to perform such obligation is due to such an incident, or alternatively, may agree to modify this Lease.

In the event that the facility is deemed a total loss, Landlord shall, with input from Tenant, determine whether or not the facility will be reconstructed. If reconstruction occurs, insurance proceeds will be applied towards reconstruction, with plans as determined by Landlord, with input from Tenant, with any excess to be split equally by the parties. If reconstruction does not occur, insurance proceeds shall be first utilized to recondition the grounds to their pre-facility condition, then utilized to pay any outstanding loan obligations of

Tenant arising from initial construction or maintenance of the facility and any property casualty insurance premiums paid by Tenant to Landlord, with any excess to be split equally by the parties.

In the event that the facility is not deemed a total loss, Tenant shall, as soon as is reasonably possible but no later than Nine (9) months after such damage and/or destruction, make or cause to be made all necessary repairs at Tenant's sole expense to the satisfaction of Landlord. Tenant shall be responsible for any applicable insurance deductible in this event. Insurance proceeds will be applied towards reconstruction, with any excess to be split equally by the parties. If insurance coverage does not fully cover the repair cost in this event, Tenant shall be responsible for any deficiency.

14. SIGNS. For and during such time as this Lease remains in effect, Tenant may install and display signage on the Premises consistent with the Mitchell Parks and Recreation Donor Guidelines and, where applicable, shall comply with federal, state, or local law. Such signs shall be subject to the approval of the Mitchell Parks and Recreation Board as well as Landlord City Council. The revenue generated therefrom shall be retained by Tenant during the initial term. For any Renewal Terms, the rights of Tenant under this section shall lapse and Landlord shall retain full control over signage and revenue therefrom. Notwithstanding the preceding, the primary exterior signage and building naming rights shall remain in place for such time as set by the Parks and Recreation Board prior to Tenant's receipt of any donation for such purposes; such time, once set and a donation has been received, shall not be reduced; and all revenue received for such purposes during such time shall be retained by Tenant.

15. STORM PREPARATIONS. In the event of approaching severe weather, Tenant, at Tenant's sole expense, shall remove or cause the removal of all personal property from the exterior of the Premises and secure and provide for protection of the buildings and structures on the Premises and all personal property located thereon in advance of the severe weather.

16. ENVIRONMENTAL RESTRICTIONS; REMOVAL OF REFUSE. Tenant shall not store, discharge, or dispose of any industrial or hazardous materials or wastes on, in, or adjacent to the Premises whatsoever or allow such storage, discharge, or disposal, with exception made only for proper storage and use as is necessary in conjunction with construction of improvements or repairs. Tenant shall utilize, store, and dispose of all such industrial, hazardous, and solid wastes in accordance with applicable Federal, state, and local laws, rules and regulations. Tenant shall be solely responsible for and indemnify Landlord for all costs and expenses, including but not limited to costs of remediation, fines, penalties, attorneys' fees, experts' fees, and costs through trial and appeal, that arise in any manner out of environmental contamination caused by Tenant, Tenant's agents, officers, members, employees, contractors, subcontractors, or invitees, or otherwise from Tenant's occupancy, use, or maintenance of the Premises or improvements thereto, which responsibilities, obligations, and liabilities shall survive the expiration or early termination of this Lease. Tenant shall be solely responsible at its own expense for regular removal and disposal of all refuse, garbage, debris, trash, and other discarded materials and shall not allow an accumulation thereof on, in, or adjacent to the Premises.

17. DEFAULT AND REMEDIES. Except as otherwise provided in this Lease, the following shall be deemed to constitute a default and material breach of the terms of this Lease:

(a) Failure by Tenant to pay any obligation or amount of money due under this Lease.

(b) Failure by Tenant or Landlord to comply with any provision or condition of this Lease.

(c) Abandonment by Tenant of the Premises or any part of the Premises without the written agreement of Landlord.

This Agreement may be terminated by either party, due to a failure of the other party to fulfill its obligations under this Agreement, by providing written notice of termination to the breaching party stating the grounds of the breach. The breaching party shall have the right to cure the breach within fourteen (14) days prior to termination becoming effective. In the event the party receiving the notice cures the alleged failure within said fourteen (14) day period, the notice of termination shall be deemed to be suspended. Landlord and Tenant shall additionally have all other remedies for any default by the other party as provided for at law or in equity.

18. SURRENDER ON TERMINATION; RESTORATION. Tenant shall surrender the Premises to Landlord or Landlord's designee quietly and peaceably upon expiration or termination of this Lease. Within 30 days before the expiration or termination, Tenant shall restore the Premises to a clean and usable condition acceptable to Landlord, with exception made for reasonable and ordinary wear and tear.

19. HOLDOVER TENANCY. If Tenant remains in possession of the Premises after this Lease expires or terminates for any reason:

(a) Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month at the sufferance of Landlord. Tenant will continue to be subject to and comply with all of the provisions of this Lease, except that, at Landlord's discretion, the rent will be at a monthly rate up to an amount equal to $1/12^{th}$ of the fair market annual rental value of the Premises, including all improvements, calculated at the time of the expiration or termination, and paid by Tenant on the first day of each month subsequent to the expiration or termination.

(b) Tenant shall reimburse Landlord for any and all additional losses and damages which Landlord suffers by reason of Tenant's continued occupancy.

(c) Tenant shall indemnify Landlord from and against all claims made by any successor Tenant insofar as such delay is occasioned by Tenant's failure to surrender possession of the Premises.

20. LIQUIDATED DAMAGES. In the event of a breach of contract or early termination of this Lease by Tenant which leaves Landlord responsible for the operation and/or maintenance of the Premises or buildings on the Premises, and because of the impracticability or extreme difficulty in fixing actual damages in that event, the parties hereby agree to liquidated damages, not as a

penalty, in the amount of **Three Thousand ($3,000) Dollars** for each year remaining under the then effective term.

21. MISCELLANEOUS PROVISIONS.

(a) Amendment and Modification. Except as otherwise provided in this Lease, no subsequent alteration, amendment, change, or addition to this Lease or any exhibit or attachment hereto shall be binding on Landlord or Tenant unless in writing and signed by them and made a part of this Lease by direct reference. Any amendment shall require the approval of Landlord's City Council.

(b) Waiver of Compliance; Consents. Any term or condition of this Lease may be waived by the party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the party waiving such term or condition. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Lease, in any one or more instances, shall not invalidate this Lease, nor shall such waiver be deemed to be nor construed as a furthering or continuing waiver of any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Lease. Except as otherwise provided herein, the failure of a party to assert any of its rights under this Lease or otherwise shall not constitute a waiver of such rights. A waiver by a party shall not invalidate this Lease, nor shall such waiver be construed as a waiver of any other covenant, condition, representation, or warranty. A waiver by a party of the time for performing any act shall not constitute a waiver of time for performing any other act or the time for performing an identical act required to be performed at a later time.

(c) Third-Party Beneficiaries. Notwithstanding the public nature of Tenant's intended use of the Premises, the terms and provisions of this Lease are intended solely for the benefit of the parties and their respective successors and permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other person.

(d) Notices. Any notices that are required to be served or that may be served pursuant to this Lease shall be in writing, addressed to the party's address below, and shall be deemed served either: (1) on the date hand delivered; (2) on the date delivered by courier service; (3) on the date delivered by First Class U.S. Mail, as evidenced by a return receipt; or (4) on the fifth day after the date sent by First Class U.S. Mail, as evidenced by an affidavit of mailing.

To Tenant:	To Landlord:
Mitchell Baseball Association	City of Mitchell
Attn: Dean Sadler	Attn: City Attorney
PO Box 265	612 North Main Street
Mitchell, SD 57301	Mitchell, SD 57301

Any notice or request the delivery of which is refused by the recipient shall be deemed given as of the date it is mailed or sent. A party may change their foregoing address by providing written notification to the other in the manner provided herein.

(e) Assignment. Tenant shall not assign, sublease, or transfer all or any part of this Lease or the Premises without prior written consent of Landlord's City Council, which shall be in Landlord's sole discretion. Tenant shall not mortgage or otherwise encumber the leasehold, the Premises, or any installation or improvement thereon. Subject to this subsection (e), this Lease is binding upon, inures to the benefit of, and is enforceable by the parties and their respective successors and permitted assigns.

(f) Tenant Organization. Tenant's status as a legal entity shall continuously be in good standing, active, and current with the state of its incorporation or registration and with the State of South Dakota, and Tenant shall keep its status active and current throughout the Term and all Renewal Terms. Tenant shall keep Landlord apprised of all changes in its designated officers, directors, and other officials.

(g) Governing Law. This Lease shall be governed by and construed in accordance with the laws of the State of South Dakota as to all matters, including but not limited to matters of validity, construction, effect, performance, and remedies.

(h) Venue. Venue for resolution of any dispute arising from or under this Lease or its performance shall be in Mitchell, Davison County, South Dakota and all actions and proceedings arising from or under this Lease or Tenant's possession, occupancy, use, or maintenance of the Premises or otherwise related to the subject matter of this Lease shall be in the circuit court of the State of South Dakota in Davison County, South Dakota, which court shall have exclusive jurisdiction for such purpose.

(i) Waiver of Jury Trial. Each of the parties hereto irrevocably waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Lease or Tenant's occupancy or use of the Premises or otherwise related to the subject matter of this Lease. This provision is a material inducement for the parties hereto to enter into this Lease, and shall survive the termination of this Lease.

(j) Attorneys' Fees. Except as otherwise provided in this Lease, in the event there arises between the parties any dispute or litigation, each party shall be responsible for its own attorneys' fees, experts' fees, consultants' fees, and costs.

(k) Entire Agreement. This Lease and its exhibits and attachments set forth all the promises, agreements, conditions, and understandings, either oral or written, between the parties.

(l) Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original and all which together shall constitute one and the same instrument.

(m) Exhibits. Except as otherwise provided in this Lease, all exhibits and attachments referred to herein are intended to be and hereby are specifically made a part of this Lease.

(n) No Joint Venture or Agency. Nothing in this Lease or any exhibit or attachment hereto creates or is intended to create an association, trust, partnership, joint venture, or other entity or similar legal relationship among or between the parties, or impose a trust, partnership or fiduciary duty, obligation, or liability on or with respect to the parties. Neither party is nor shall be deemed the agent or representative of the other party in any instance whatsoever.

(o) Landlord Agent. Except as otherwise provided herein, Landlord's Mayor shall be Landlord's agent and shall have the authority to administer this Lease on behalf of Landlord, including but not limited to the authority to cause notices to be served on Tenant; enforce or terminate the Lease upon default of any terms by Tenant; and to enforce Landlord's right to enter the Premises as provided herein.

(p) Severability. If any provision of this Lease is held to be illegal, invalid, or unenforceable under any present or future law, and if the rights or obligations of any party under this Lease will not be materially and adversely affected thereby, such provision shall be fully severable; this Lease will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; the remaining provisions of this Lease will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision; the parties shall negotiate in good faith to restore insofar as practicable the benefits to each party that were affected by such ruling and to include as a part of this Lease a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as possible.

(r) Captions. The captions, paragraphs, sections, or letters appearing in this Lease are inserted only as a matter of convenience and in no way affect, define, limit, construe, or describe the scope or intent of the sections and paragraphs of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease as of the dates entered below and each party's respective signatory whose signature appears below hereby warrants and represents that such signatory has been and is on the date of execution of this Lease duly authorized to execute this Lease on behalf their respective party.

Dated this _____ day of _____, 201__ (Effective Date).

LANDLORD,
CITY OF MITCHELL, SD (seal)

_____

Attest:_____

Jerry Toomey, Mayor Michelle Bathke, Finance Officer

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF DAVISON)

Jerry Toomey and Michelle Bathke, being first duly sworn on oath, depose and say that each is the Mayor and Finance Officer respectively of the City of Mitchell, South Dakota, a South Dakota municipal corporation, and, being duly authorized to do so, have hereto executed this Lease on behalf of the City of Mitchell, SD in their official capacity.

Subscribed and sworn to before me this _____ day of _____, 201__.

(seal) _____
Notary Public
My Commission Expires: _____

TENANT,
MITCHELL BASEBALL ASSOCIATION

By_____
Its:_____

STATE OF SOUTH DAKOTA)
:SS
COUNTY OF DAVISON)

_____, being first duly sworn on oath, deposes and says that he

is the _____ of Mitchell Baseball Association, a South Dakota non-profit corporation, and, being duly authorized to do so, has hereto executed this Lease on behalf of Mitchell Baseball Association in their official capacity.

MITCHELL BASEBALL ASSOCIATION

By_____
Its:_____

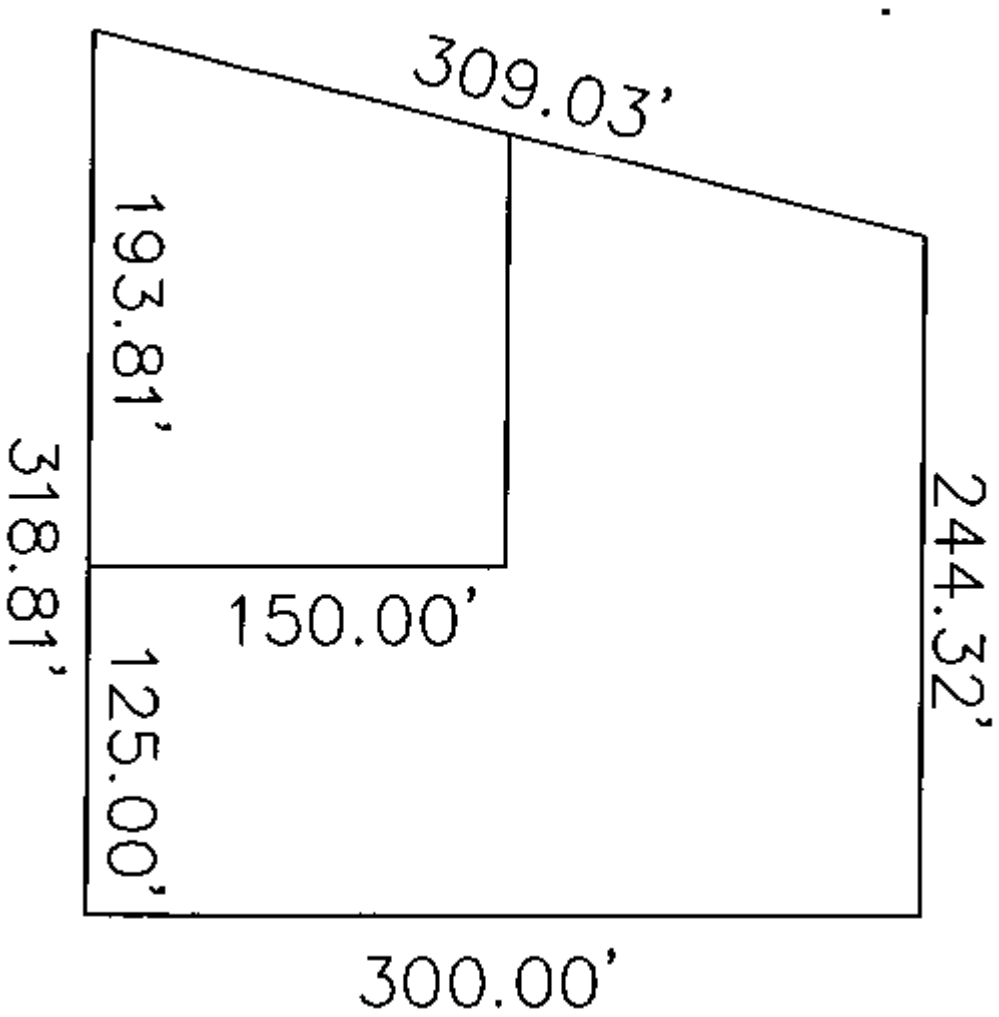
Subscribed and sworn to before me this _____ day of _____, 201__.

(seal)

_____
Notary Public
My Commission Expires: _____

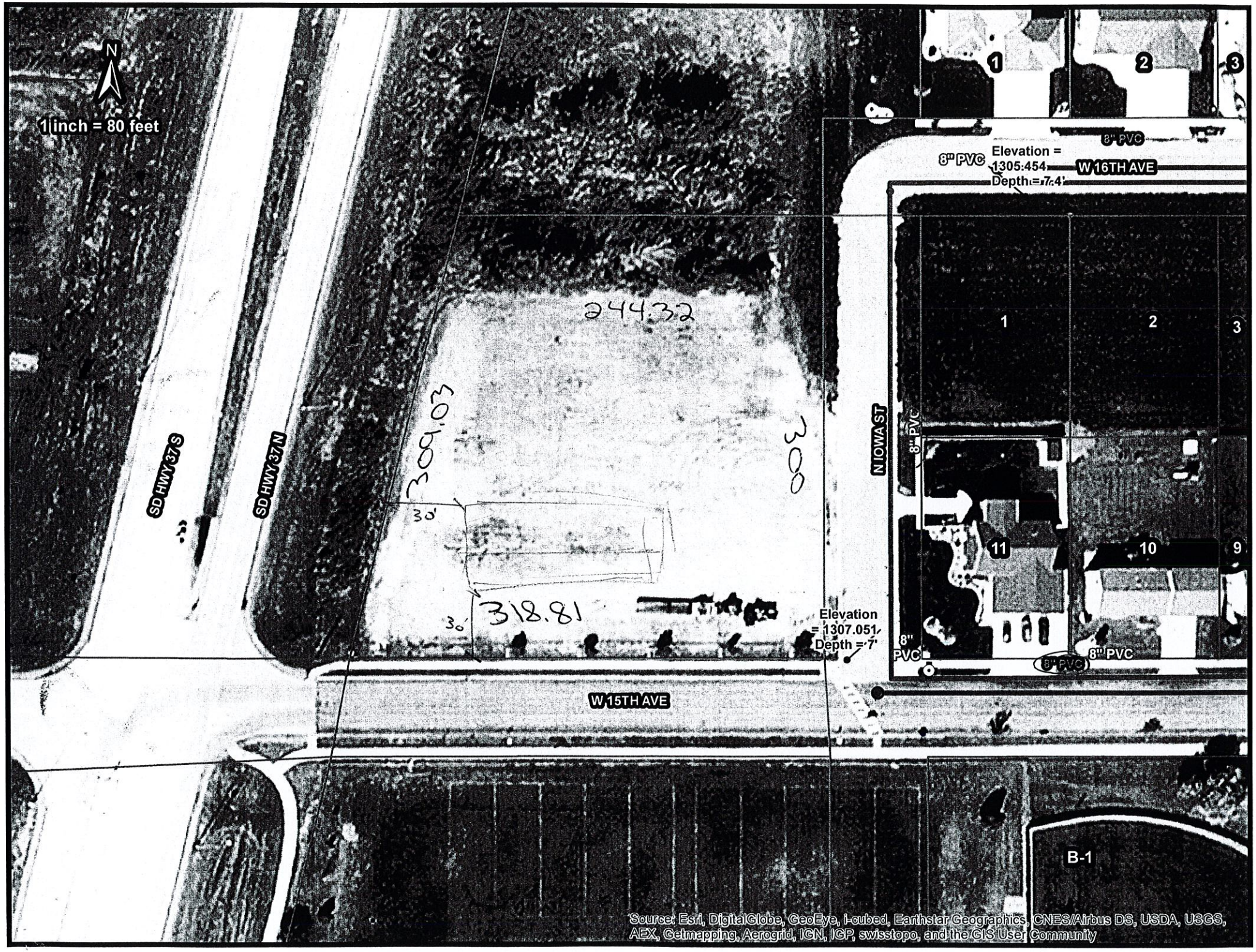
EXHIBIT A

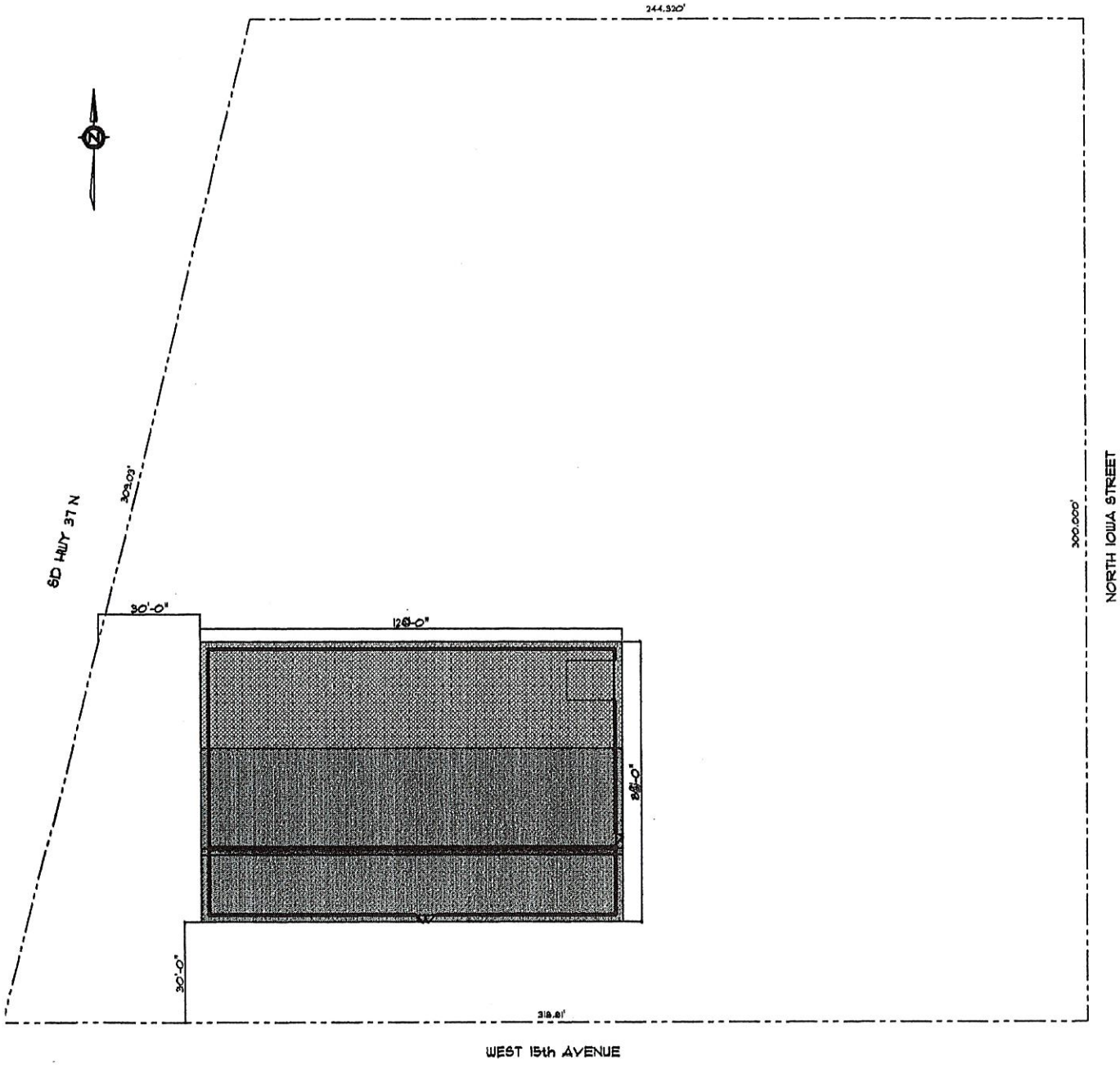
Legal Description: Block 1 of Cadwell Park First Addition, A Subdivision of the NW ¼ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota, EXCEPT the north one hundred fifty (150') feet AND the east one hundred twenty-five (125') feet of the south one hundred fifty (150') feet of said Block 1.



W 16th Ave
Proposed Location
Floor To Ceiling
Envy Hair Salon
Festenal
Custom Plus Collision Center, LLC
W 8th Ave
Map

37 BYPASS
STRUCTURE
W 15th Ave
15th AVE
Google


N
1 inch = 80 feet
SD HWY 37 S
SD HWY 37 N
W 15TH AVE
W 16TH AVE
N IOWA ST
8" PVC
Elevation = 1305.454
Depth = 7.4'
Elevation = 1307.051
Depth = 7'
244.32
309.03
318.81
30'
30'
300
1
2
3
9
10
11
B-1
Source: Esri, DigitalGlobe, GeoEye, i-cubed, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

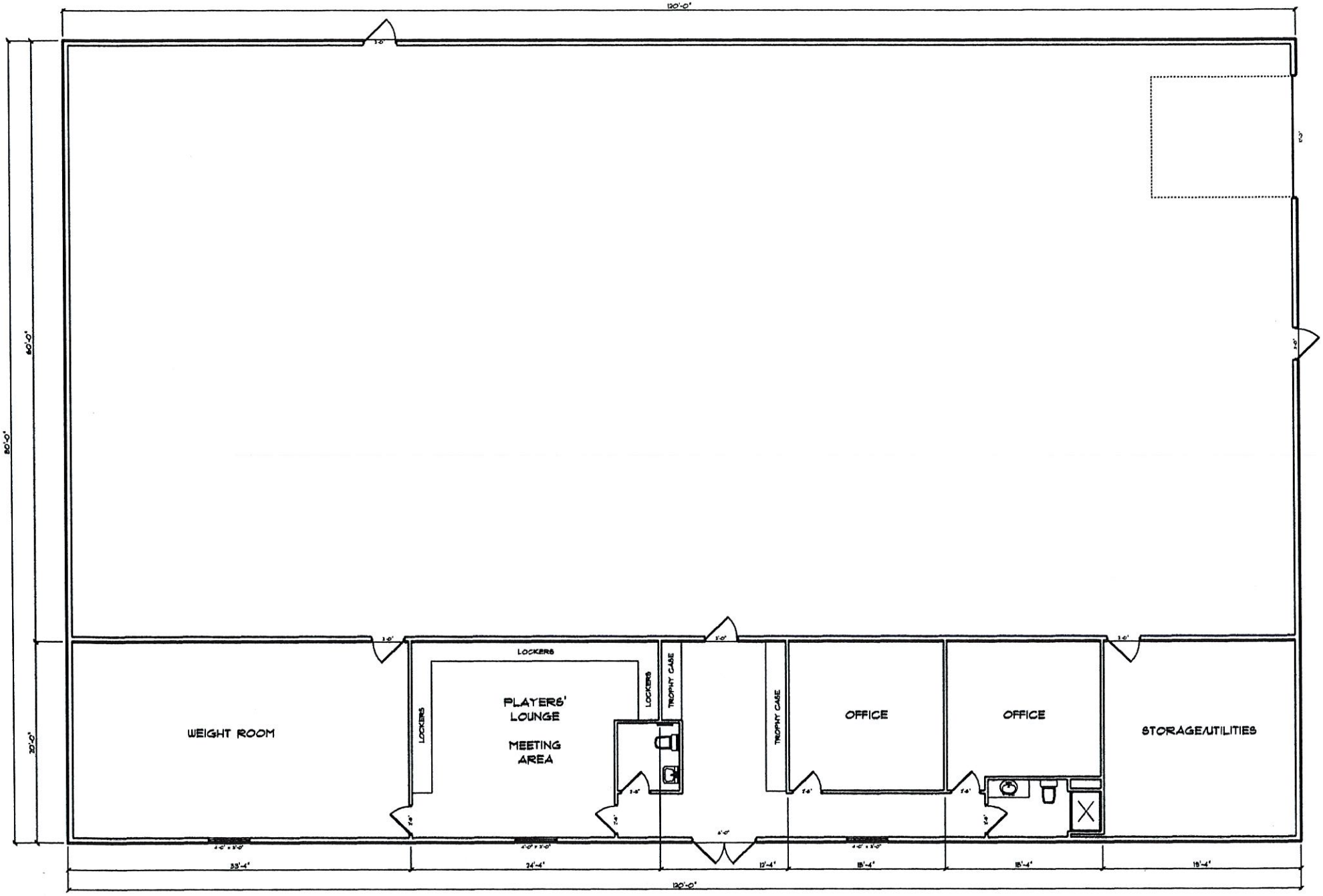


LEGAL DESCRIPTION

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

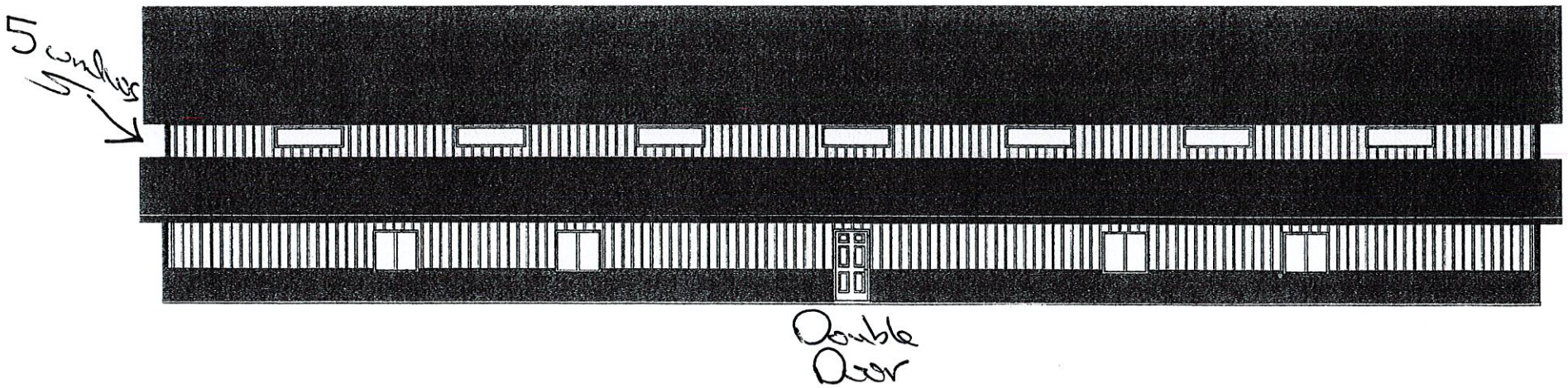
PLOT PLAN

SCALE: 1" = 20'


120'-0"
80'-0"
60'-0"
20'-0"
WEIGHT ROOM
LOCKERS
PLAYERS' LOUNGE
MEETING AREA
LOCKERS
LOCKERS
TROPHY CASE
TROPHY CASE
OFFICE
OFFICE
STORAGE/UTILITIES
33'-4"
24'-4"
12'-4"
18'-4"
18'-4"
18'-4"
120'-0"

South

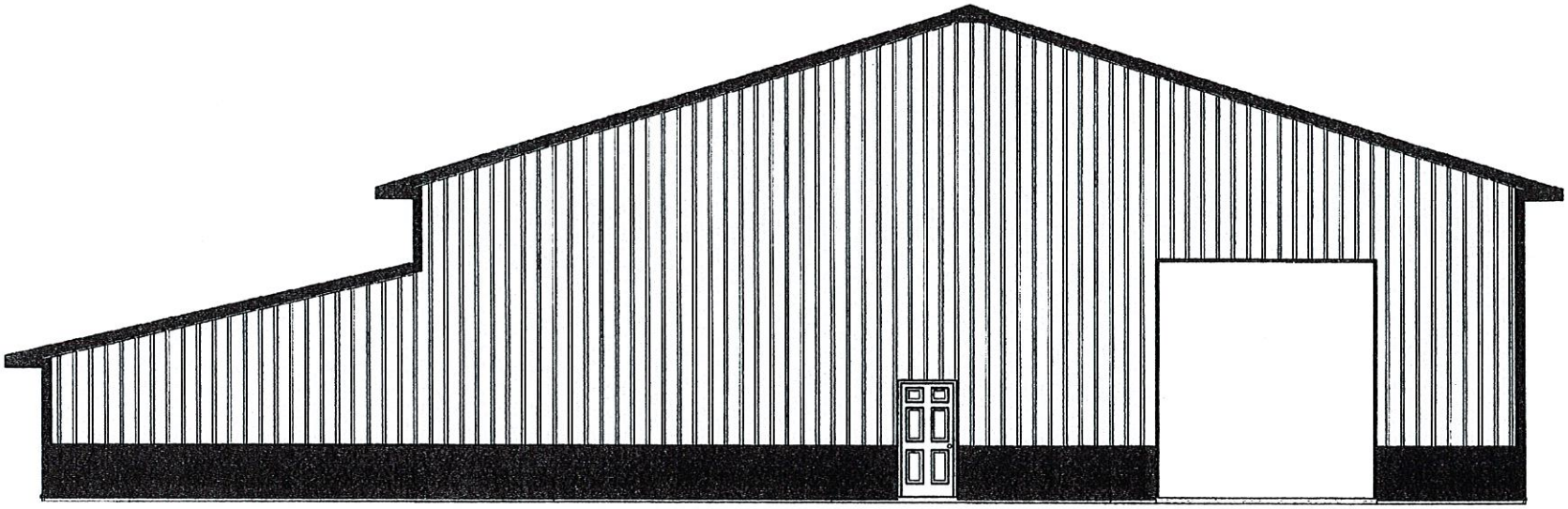
SOUTH SIDE-EAVE SIDE 1 ELEVATION



Weiner Baseball Training Loan
Estimate Number 5078
5.12.2016

East

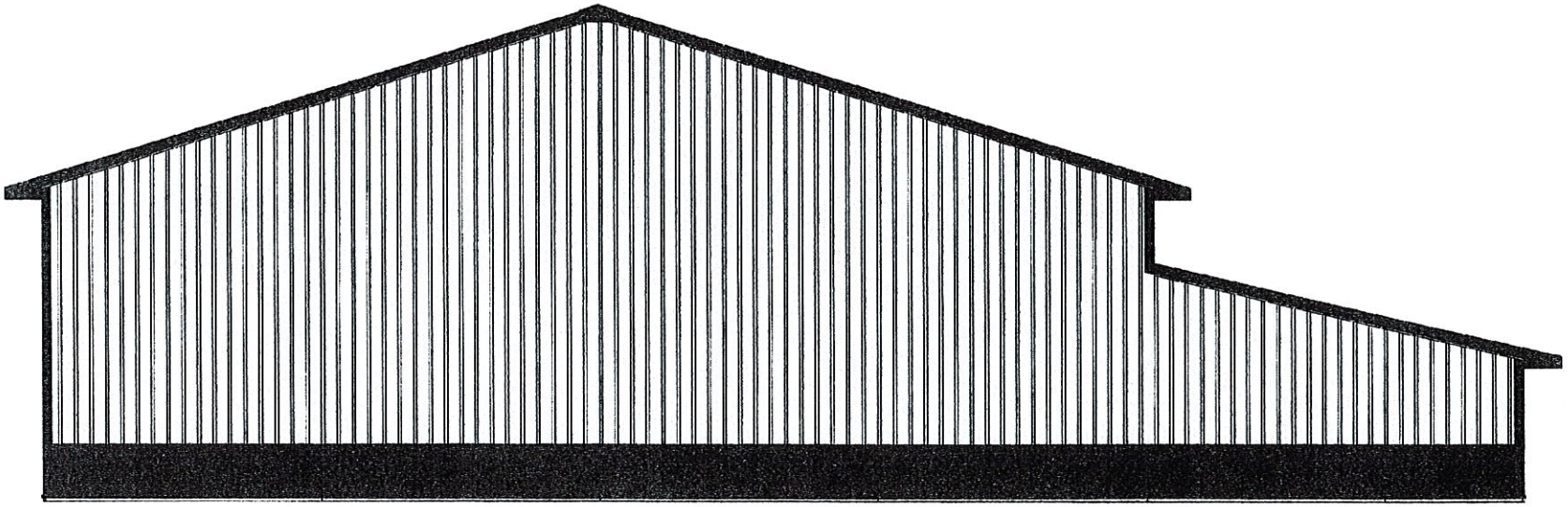
EAST SIDE-GABLE SIDE 1 ELEVATION



"Mitchell Baseball Training Lean
Estimate Number: 5078
9/12/2016"

West

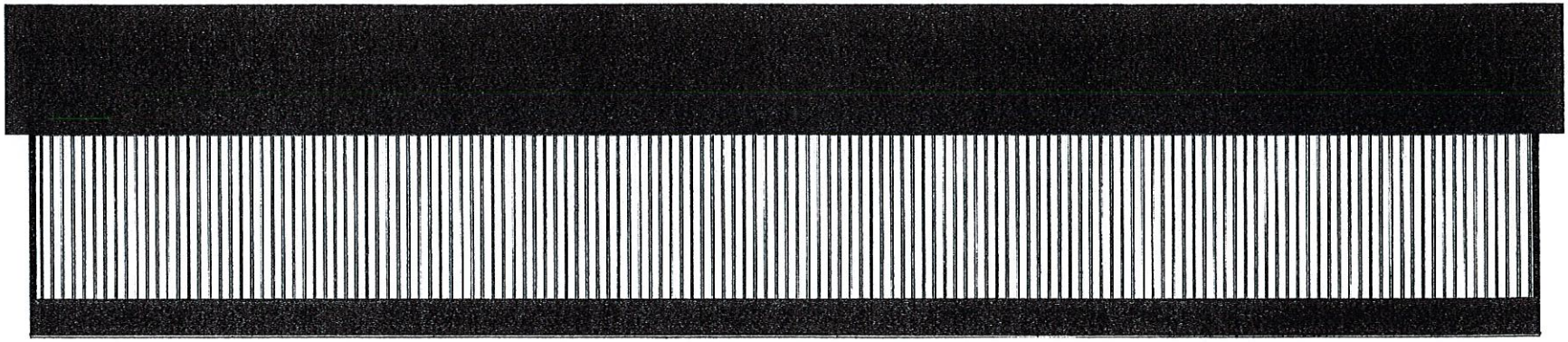
WEST SIDE-GABLE SIDE 2 ELEVATION



'Mitchell Baseball Training Lean
Estimate Number 5978
9/12/2016"

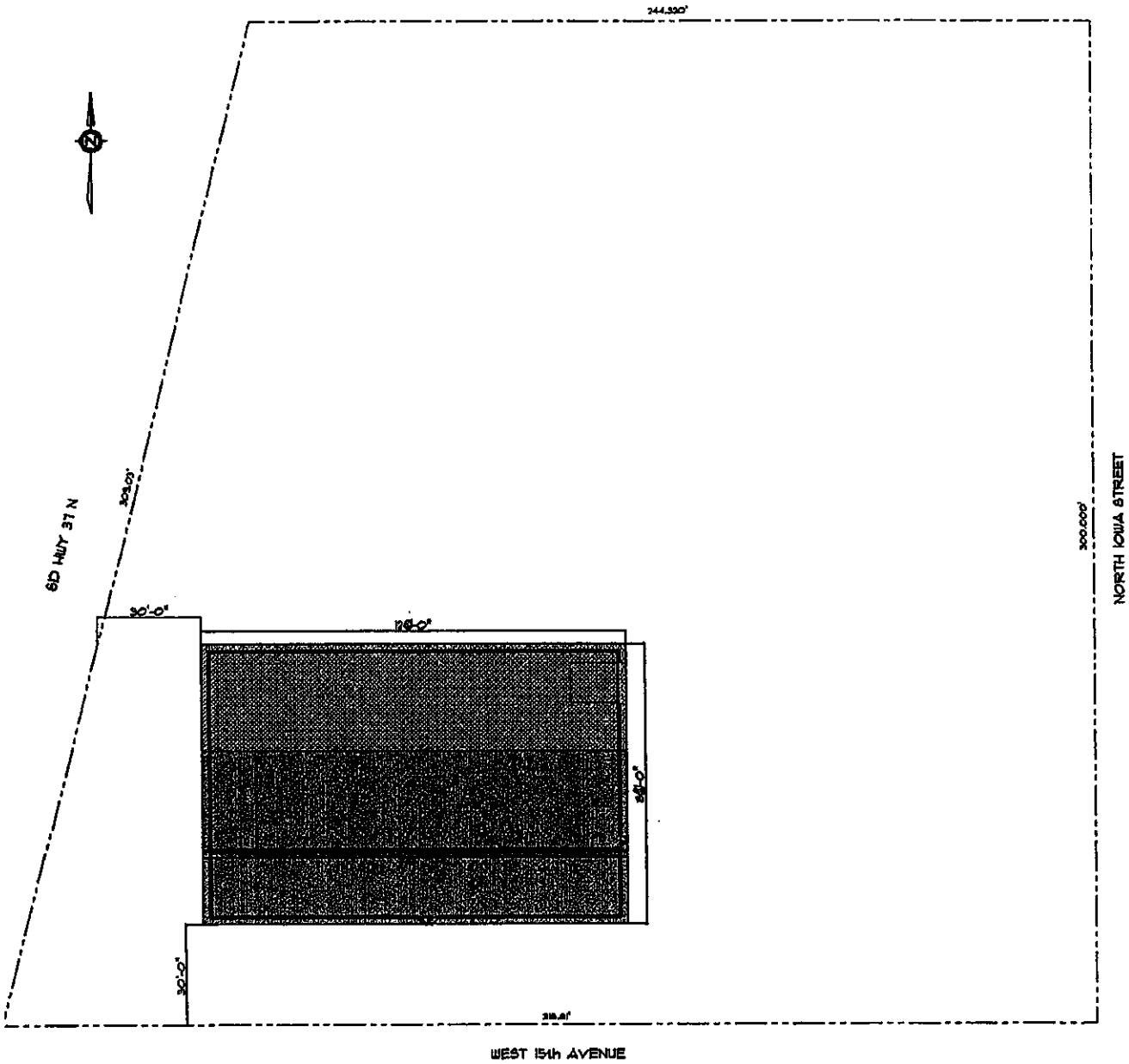
North

NORTH SIDE-EAVE SIDE 2 ELEVATION



Mitchell Baseball Training Center
Drawing Number: 6078
7.12.2016

37 BYPASS
W 15th Ave
15th AVE
Google

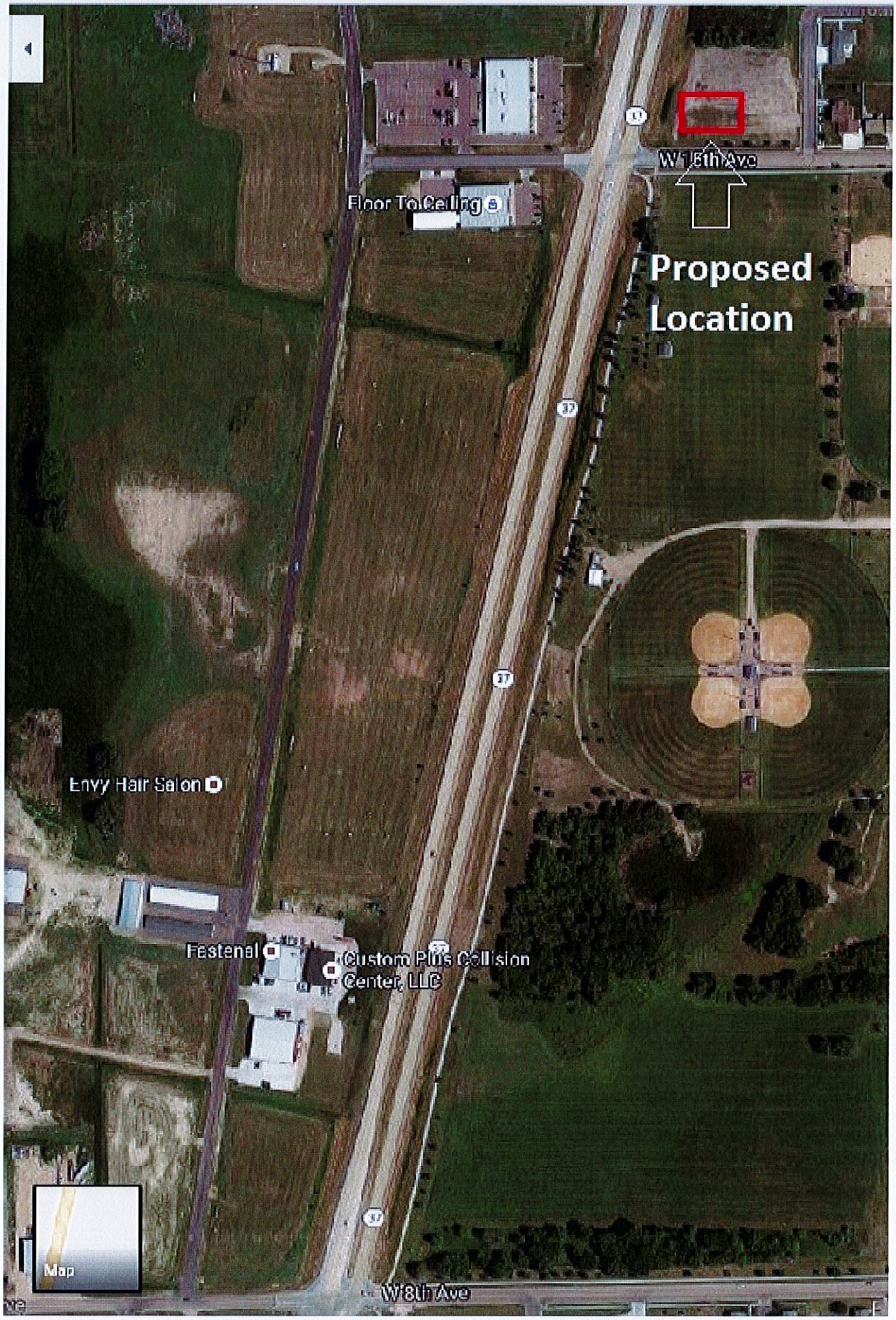


LEGAL DESCRIPTION

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

PLOT PLAN

SCALE: 1" = 30'


W 8th Ave
Floor To Ceiling
Proposed Location
Envy Hair Salon
Festenal
Custom Plus Collision Center, LLC
Map
W 8th Ave

CITY OF MITCHELL

City Council Meeting
Agenda Item Request

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

Meeting Date Requested:	1/17/2017	Requested By:	Justin Johnson

Desired Action of City Council:

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

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

Agenda Item: Resolution Regarding Settlement

Explanation/Background of Agenda Item Requested:

The City is currently involved in a pending legal action (17CIV15-210), an older case involving recoupment of Law Enforcement Officer training fees. The resolution would delegate authority to the Mayor to negotiate settlement terms and, once terms have been reached that the Mayor believes to be in the best interest of the City, to execute the final settlement agreement.

This matter has been previously discussed in executive session.

RESOLUTION NO. R2017-02

A RESOLUTION DELEGATING AUTHORITY TO THE MAYOR OF MITCHELL TO NEGOTIATE SETTLEMENT TERMS AND EXECUTE THE FINAL AGREEMENT

IT IS RESOLVED by the City Council of the City of Mitchell, SD that, in relation to a pending legal matter (17CIV15-210), authority is hereby delegated to the Mayor of Mitchell, or his appointed representative, to negotiate settlement terms in relation to said legal matter and, upon reaching terms which the Mayor believes to be in the best interests of the City, the Mayor shall have the authority to execute the final settlement agreement.

Adopted by the Mitchell, South Dakota City Council in regular session this _____ day of _____, 2017, with:

____ votes cast in favor of adoption,

____ votes cast against adoption, and

____ votes abstaining.

_____
Jerry Toomey - Mayor

Attest:

_____
Michelle Bathke – City Finance Officer

CITY OF MITCHELL
CITY PLANNING COMMISSION
MINUTES, January 9, 2017

NOT APPROVED

Chairman Larson called the January 9, 2017 planning commission to order at 12:00 pm in the Council Chambers, City Hall, Mitchell, SD

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

Member Absent: Meyers

Others Present: Putnam, Ellwein, J. Johnson, W. London, J. Hegg, M. Laursen, McGannon, and Mayor Toomey

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

Approval of Minutes: Motion by Schmucker, seconded by Molumby to approve the minutes of November 28, 2016. All members present voting aye, motion carried.

Next Meeting: Motion by Everson, seconded by Griffith to schedule the next meeting for January 23, 2017. All members present voting aye, motion carried.

Plat: Lots A-1C and A-1D of J.L. Oberembt's First Addition, A Subdivision of Government Lot 4 of Section 3, T 102 N, R 60 W of the 5th P.M., Davison County, South Dakota.

This is outside the ETJ area, but within 3 miles of the city limits, so city approval is required. The county planning commission has approved the plat and the county commissioner is to approve it on Tuesday.

Motion by Everson, seconded by Fergen to approve the plat. All members present voting aye, motion carried.

Plat: A Plat of Lot 10, Block 2 of CJM Second Addition in NW ¼ of Section 32, T 104 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, SD.

Putnam reported this appears to follow the master plan. Motion by Molumby, seconded by Griffith to approve the plat. All members present voting aye, motion carried.

Rezoning: AN ORDINANCE OF THE CITY OF MITCHELL, THAT CHANGES THE ZONING DISTRICT CLASSIFICATION OF THE REAL PROPERTY LEGALLY DESCRIBED AS; A Plat of Block 1 of Cadwell Park First Addition and Iowa Street, A Subdivision of the NW ¼ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; A Plat of Shevlin's First Addition, in the W ½ of Section 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota; A Plat of Shevlin's Second Addition, in the SW ¼ of 16, T 103 N, R 60 W of the 5th P.M., City of Mitchell, Davison County, South Dakota from High Density Residential District (R4) to Public Lands and Institutions District (PL) AND THE OFFICIAL ZONING MAP BE CHANGED TO THE REFLECT THE SAME.

Putnam provided the commission a brief history this area and noted it is currently R4. Ellwein indicted the city has no intention to develop it for housing and supports the rezoning. Larson asked about the ROW of Iowa Street. Motion by Everson, seconded by Griffith to recommend rezoning the property. Roll Call: Larson yes, Fergen yes, Everson yes, Griffith yes, Schmucker yes, Molumby yes, Meyers absent. Motion passes 6-0.

Parking Determination: Dean Sadler, representing Mitchell Baseball Association, provided details about the proposed structure to be located in the Cadwell area. J. Johnson and Putnam referred to the zoning code specifically parking requirements, that provides some discretion to the commission in determining the appropriate parking in cases when a specific use is not listed. Motion by Molumby, seconded by Griffith to recommend that 30 spaces with two of them to be designated handicapped. Roll Call: Larson yes, Everson yes, Griffith yes, Fergen yes, Molumby yes, Schmucker yes. Motion carried 6-0.

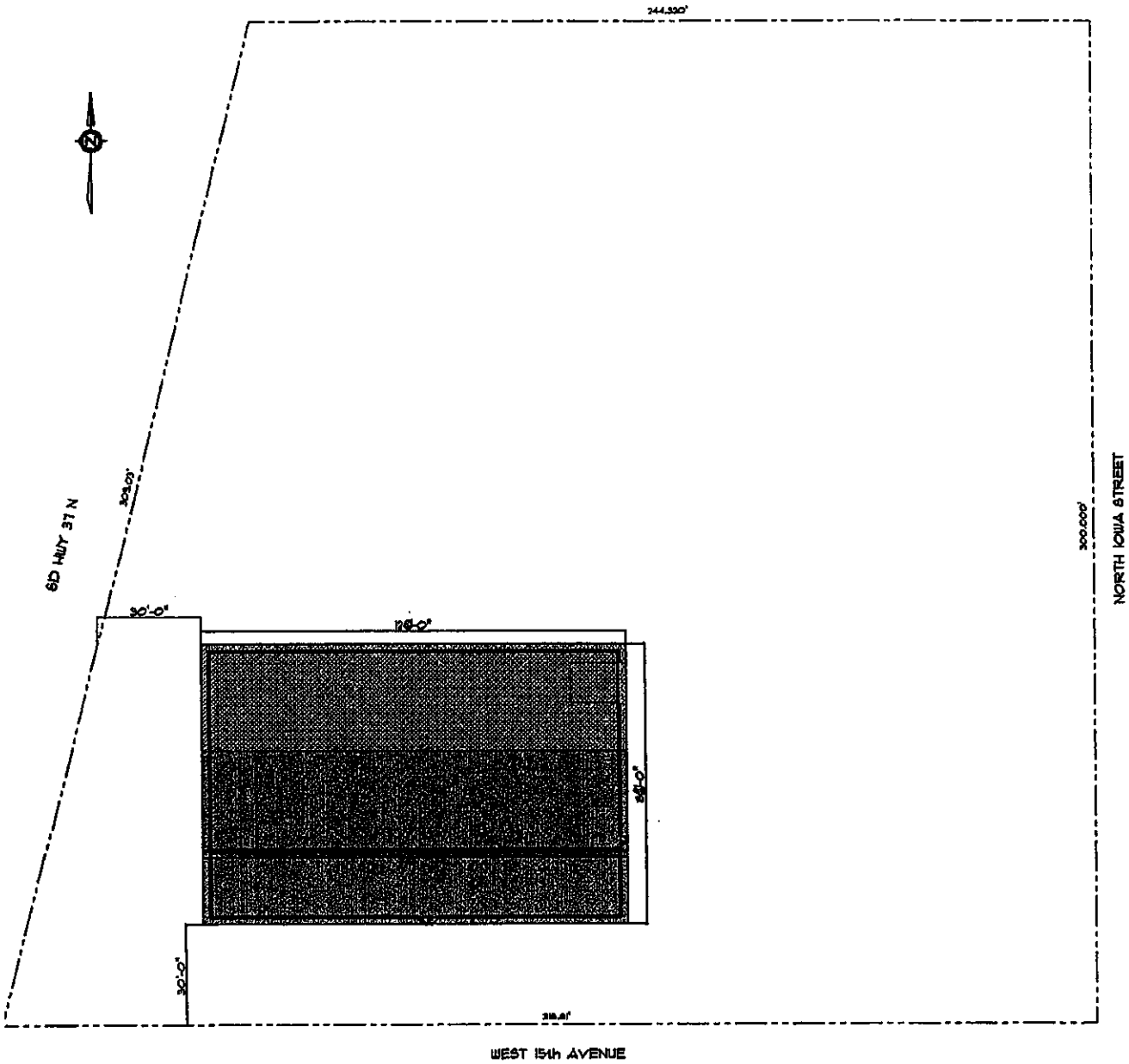
Putnam reported the application for a conditional use permit at 1522 W Havens has been table indefinitely.

Chairman Larson adjourned the meeting at 12:25 pm.

_____ _____

Chairman Date

37 BYPASS
W 15th Ave
15th AVE
Google

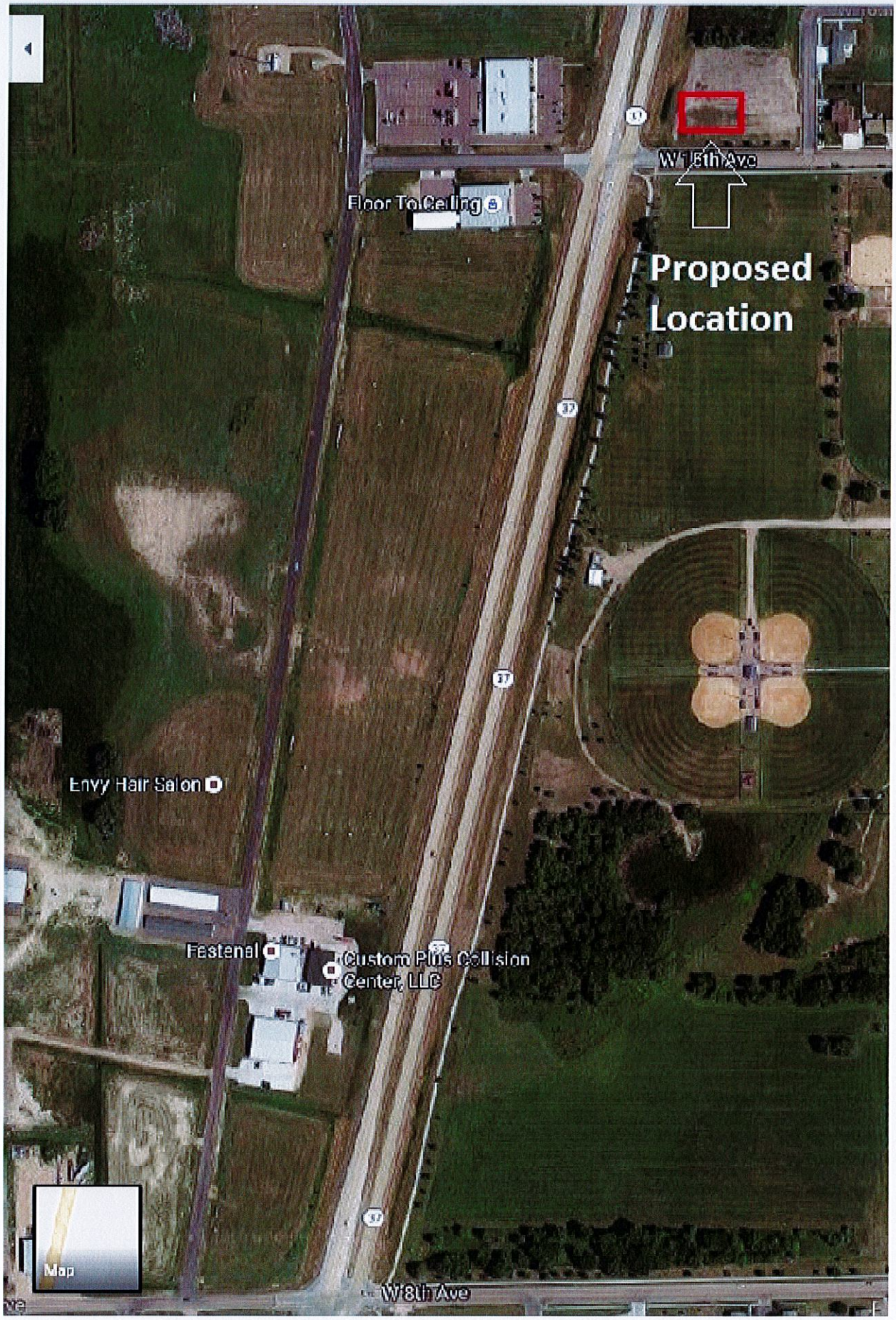


LEGAL DESCRIPTION

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

PLOT PLAN

SCALE: 1" = 30'


W 8th Ave
Floor To Ceiling
Proposed Location
Envy Hair Salon
Festenal
Custom Plus Collision Center, LLC
Map
W 8th Ave

ARTICLE A. OFF STREET PARKING

10-11A-1: INTENT:
10-11A-2: GENERAL REQUIREMENTS AND DESIGN STANDARDS:
10-11A-3: SCHEDULE OF OFF STREET PARKING REQUIREMENTS:

10-11A-1: INTENT:

This article is intended to reduce the need for parking on the streets and highways and the traffic congestion and hazards caused thereby and to provide for off street parking adequate to each type of development in terms of both amount and location. (Ord. 2408, 10-1-2012)

10-11A-2: GENERAL REQUIREMENTS AND DESIGN STANDARDS:

A. Accessory off street parking required for the uses specified therein shall only be for use by automobiles of employees, customers and residents of the activity served and shall be in addition to provisions for parking for the public at large.

B. Off street parking requirements shall be met on the same zoning lot as the building served or on a zoning lot within three hundred feet (300') thereof especially reserved for such uses; except, that off street parking facilities for separate uses may be provided collectively on a separate lot if the total spaces are not less than the total requirements of the separate uses and if other requirements are met.

C. An off street parking space shall be at least nine feet (9') in width and at least twenty feet (20') in length, exclusive of access drive and ramps, and have a vertical clearance of at least seven feet (7'). (Ord. 2408, 10-1-2012)

D. Off street parking spaces may be located in any required yards except front yards. Residences may provide a driveway for parking purposes not to exceed twenty four feet (24') in width in the front yard. (Ord. 2408, 10-1-2012; amd. Ord. 2512, 4-6-2015)

E. All off street parking spaces and access areas shall be improved and maintained with an asphaltic or portland cement binder material pavement or such other surface as may be approved by the director of public works, to provide a durable and dust free surface and shall be so graded and drained as to dispose of all surface water accumulation within the area and shall be so arranged and marked as to provide for orderly and safe parking and storage.

F. Any lighting used to illuminate an off street parking area shall be so arranged as to reflect light away from adjoining premises in any residential district or from any public or institutional uses.

G. Every off street parking area shall be provided with adequate access of eight feet (8') if a residence and sixteen feet (16') if a nonresidential use from a public street or alley.

H. All or any part of off street parking requirements may be met within the building. (Ord. 2408, 10-1-2012)

I. Installation of electric vehicle parking spaces shall comply with the design standards in subsections A through H of this section. Such parking spaces shall comply with the schedule of off street parking requirements as provided in section 10-11A-3 of this article. Parking spaces utilized for electric charging stations shall not be included in the number of spaces required in section 10-11A-3 of this article. (Ord. 2454, 11-4-2013)

10-11A-3: SCHEDULE OF OFF STREET PARKING REQUIREMENTS:

The following numbers of off street parking spaces are required in all districts:

Automobile sales and service garages	1 square foot of parking area for each 2 square feet of gross floor area
Banks and business and professional offices	1 square foot of parking area for each 4 square feet of floor area or 1 space per 2 employees, whichever provides the greater number of spaces
Bowling alleys	5 spaces for each alley
Churches and elementary schools	1 space for each 5 seats in a principal auditorium, and if there is no auditorium, 1 space for each classroom and office room
Dance halls and assembly halls	2 square feet of parking area for each square foot of floor area used for dancing in a dance hall and 1 space for each 4 seats in an assembly hall
Dwellings	1 parking space for each dwelling unit, plus 1 additional space for each 2 dwelling units in a building
Funeral homes and mortuaries	1 space for each 5 seats in the principal auditorium

Furniture and appliance stores	2 spaces for each 1,000 square feet of ground floor area, plus 1 space for each $1^1/_2$ regular employees
High school and vocational high school	1 space for each full time employee, plus 1 space for each 5 permanent seats in classroom
Hospitals, clinics and care institutions	1 space for each 4 beds, plus 1 space for each staff doctor
Hotels, motels and lodging houses	1 space for each room or suite or each lodging unit plus 1 space for each full time employee
Manufacturing establishments	1 space for each 2 employees on the maximum shift
Restaurants, beer taverns and nightclubs	1 space for each 3 seats
Retail stores and shops (up to 2,000 square feet of floor area)	1 space for each 250 square feet of floor area
Retail stores and supermarkets (2,000 square feet of floor area or over)	1 space for each 500 square feet of floor area
Sports arenas, auditoriums, stadiums or theaters	1 parking space for each 4 seats
Wholesale establishments, warehouses, truck terminals	1 space for each employee plus 1 space for each business vehicle normally located on site
Other uses	For any use or building not provided for above, the off street parking requirements shall be determined by the planning commission, using as a guide aforementioned use and requirements which must closely resemble the proposed use

(Ord. 2408, 10-1-2012)