

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

**OCTOBER 19, 2009  
7:30 P.M.**

**PRESENT:** Dan Allen, Doug Backlund, Marty Barington, Geri Beck, Scott Houwman, Jeffrey Smith

**ABSENT:** Travis Carpenter, Mel Olson

**PRESIDING:** Mayor Lou Sebert

**AGENDA:**

Moved by Houwman, seconded by Allen, to approve the agenda as prepared. Motion carried.

**MINUTES:**

Moved by Beck, seconded by Houwman, to approve the minutes of the regular City Council meeting held on October 5, 2009. Motion carried.

**CITIZEN'S INPUT:**

Kevin Thurman, Golf & Cemetery Director, presented Mayor Lou Sebert with a plaque received at the SD Municipal League Annual Conference. The City of Mitchell was awarded the Platinum and Gold Awards for safety and risk management.

**BOARD OF ADJUSTMENT:**

Moved by Beck, seconded by Allen, for the City Council to adjourn and sit as the Board of Adjustment. Motion carried.

It was advised that this is the date and time set for hearing on the application of Wayne Martinson for a variance to construct a 30 x 40 shed, located at 618 South Kimball Street, Lot 110, Overlook Addition, City of Mitchell, Davison County, South Dakota. Notice of hearing has been given according to statute and affidavit of publication is on file. The Planning Commission recommended approval of said application. Moved by Allen, seconded by Beck, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of William Wittstruck for a variance to construct a garage, located at 301 East Hackberry Street, W100' of N158', Block 9, Weaver's Square Addition, City of Mitchell, Davison County, South Dakota. Notice of hearing has been given according to statute and affidavit of publication is on file. The Planning Commission recommended approval of said application. Moved by Houwman, seconded by Barington, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Dakota District of the Wesleyan Church for a conditional use permit for construction of a religious institution, located at 601 North Sanborn Boulevard, Lot 4 and 5, Lot B Subdivision of Lot 6 and Lots 7 through 9 from West 7<sup>th</sup> Avenue, inclusive of vacated alley between aforementioned lots, Block 10, M.H. Rowley's 2<sup>nd</sup> Addition, City of Mitchell, Davison County, South Dakota. Notice of hearing has been given according to statute and affidavit of publication is on file. The Planning Commission recommended approval of said application. Moved by Houwman, seconded by Smith, to approve said application. Motion carried.

It was advised that this is the date and time set for hearing on the application of Dakota District of the Wesleyan Church for a variance for construction of a religious institution, located at 601 North Sanborn Boulevard, Lot 4 and 5, Lot B Subdivision of Lot 6 and Lots 7 through 9 from West 7<sup>th</sup> Avenue, inclusive of vacated alley between aforementioned lots, Block 10, M.H. Rowley's 2<sup>nd</sup> Addition, City of Mitchell, Davison County, South Dakota. Notice of hearing has been given according to statute and affidavit of publication is on file. The Planning Commission recommended approval of said application. Moved by Beck, seconded by Houwman, to approve said application. Motion carried.

Moved by Houwman seconded by Backlund, that the 2<sup>nd</sup> day of November, 2009 at 7:30 p.m. in the Council Chambers of City Hall be the date and time set for hearing on the application of Rodger Kulm for a conditional use permit to operate a small engine repair, located at 1001 South Rowley Street, Lots 1 and 2, Block 13, University Addition and to direct the Finance Officer to give notice according to statute. Motion carried.

Moved by Allen, seconded by Barington, that the 2<sup>nd</sup> day of November, 2009 at 7:30 p.m. in the Council Chambers of City Hall be the date and time set for hearing on the application of Ethan Lumber for a variance to construct a garage, located at 1000 Carl Road, Lot 5A, Block 4, Crane's Addition and to direct the Finance Officer to give notice according to statute. Motion carried.

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

## **COMMITTEE REPORTS:**

### **Traffic Commission:**

The Traffic Commission met on October 19, 2009. The commission approved a request from the Parade of Lights Committee for street closures and no parking on November 23, 2009 for the Annual Parade of Lights beginning at 7:00 p.m. The street closures and no parking restrictions will begin at 5:00 p.m. A parade permit was also granted. The commission approved a request from the Parade of Lights Committee to place a Christmas tree at 3<sup>rd</sup> and Main Street. The tree can go up one week prior to the Parade of Lights and must come down just after January 1, 2010. The commission heard a request to replace the existing "10 Minute Loading Zone" signs with "Drop-Off Zone Only, No Unattended Vehicles" signs in the cut out curb area at Gertie Bell Rogers. A motion was approved for signage that reflects "Drop-Off Zone Only from 7:30 a.m. to 8:30 a.m." with "All Other Times 10 Minute Loading Zone." The signage will be replaced after the change is announced in the Gertie Bell Rogers school newsletter.

**Finance Committee:**

The Finance Committee met on October 19, 2009. Finance Officer Marilyn Wilson reviewed the 2010 budget. There is a decrease of 10.11% compared to the 2009 budget, which can be attributed to having 26 pay periods in 2010 instead of 27 pay periods in 2009, and reduced capital outlay and number of projects for 2010. Finance Officer Marilyn Wilson reviewed the 1<sup>st</sup> and 2<sup>nd</sup> penny sales tax collections through September 2009. Collections are down only 0.73% compared to the same period last year. The entertainment tax collections have increased 7.62% compared to the same period last year. The committee heard a presentation from Katie Tupper, President of the Mitchell Area Council for People with Disabilities. She talked about various sidewalk projects that have been completed at city parks that connect existing sidewalks with the picnic shelters. They also did some work at the fishing dock and helped get an automatic door opener installed at the Corn Palace. She noted that the council recommended that the Sidewalk Committee continue with their sidewalk plan.

Moved by Allen, seconded by Beck, to approve the committee reports. Motion carried.

**DEPARTMENT REPORTS:**

Moved by Smith, seconded by Barington, to approve the following department reports: August report - Finance Department Cash Balances; September reports – Police Department, Palace Transit, Building Permits, Water Department, Airport, Public Library, and Park, Recreation & Forestry. January through September – Fire Department. Motion carried.

**HEARING:**

It was advised that this is the date and time set for hearing on the application to transfer Retail (On-Sale) Liquor License (RL-5758) from Fire Brand of Mitchell, LLC to Mitchell Steak Company, LLC dba Whiskey Creek. Moved by Barington, seconded by Allen, to approve said application, with the existing map of the current license included, which excludes the parking lot and other tenants in the existing building. Motion carried.

It was advised that this is the date and time set for hearing on the application of Avera Queen of Peace Foundation for a Special Event Wine and Malt Beverage License for the Highland Mall for “A Splash of Spirits” event on November 14, 2009. Moved by Allen, seconded by Barington, to approve said application. Motion carried.

**RESOLUTIONS:**

Moved by Beck, seconded by Smith, to adopt Resolution #2779, Agreement for Administrative Assistance, as follows:

**RESOLUTION #2779  
AGREEMENT FOR ADMINISTRATIVE ASSISTANCE**

City of Mitchell  
*Grant #* \_\_\_\_\_.

THIS AGREEMENT is entered into by the City of Mitchell hereinafter referred to as "**GRANTEE**" and the Planning and Development District III Committee, hereinafter referred to as "**DISTRICT**".

WHEREAS, the GRANTEE has entered into a grant agreement with the State of South Dakota to receive a Community Development Block Grant award,

WHEREAS, the GRANTEE desires assistance in meeting the administrative requirements of the Community Development Block Grant program.

NOW, THEREFORE, BE IT AGREED that the DISTRICT will provide the administrative assistance and services as follows upon the request of the GRANTEE.

- 1) The DISTRICT will assist the GRANTEE in the preparation of the documents and reports as follows:
  - a) Completion of the project's Environmental Review Record and all subsequent environmental documents;
  - b) All periodic financial and project status reports required by the state including payment requests and final performance reports;
  - c) Equal Opportunity Compliance documentation; and
  - d) Any other reports or documents required by Office of Management and Budget (OMB) Circulars A-102 and A-87.
  
- 2) The DISTRICT will provide the following technical assistance:
  - a) Attend, pre-bid, bid opening and pre-construction meetings as requested to provide information on state requirements;
  - b) Assist the GRANTEE in setting up and maintaining administrative files which will contain, at a minimum, the following items: CDBG application, other project funding applications, state and federal agency correspondence, CDBG grant agreement, environmental review record, financial transactions, state monitoring file, special agreements and contracts, labor standards, equal opportunity records, periodic and final performance reports, and audit (if required);
  - c) Assist the GRANTEE in complying with accounting and financial procedures set forth by the State and OMB Circular A-102, A-110, and A-128 as requested;
  - d) Assist the GRANTEE in complying with equal opportunity, labor and purchasing requirements including monitoring visits;
  - e) Aid in preparing correspondence to the State and other project agencies;
  - f) Assist in advertising for an independent auditing firm if necessary;

- g) Assist the GRANTEE in preparing and distributing public information about the project; and
  - h) Provide other administrative duties as agreed by both parties.
- 3) The DISTRICT will furthermore provide the following liaison functions:
- a) Facilitate communication between the GRANTEE and the Governor's Office of Economic Development;
  - b) Provide information to the GRANTEE and other parties associated with the project about each entity's responsibilities; and
  - c) Maintain the flow of information between the GRANTEE and all other funding agencies in the project.
- 4) During the performance of this Agreement, the DISTRICT will comply with all civil rights and equal employment opportunity mandates applicable to the CDBG program, including, but not limited to, the following:
- a) Titles VI and VII of the Civil Right Act of 1964 (P.L. 88-352), as amended, and the regulations issued pursuant thereto;
  - b) Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Part 570.601);
  - c) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended;
  - d) Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), and Section 4 (b) of the CDBG Grant agreement;
  - e) Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations issued pursuant thereto (24 CFR Part 570), and all applicable rules and orders of the Department of Housing and Urban Development (HUD) issued there under;
  - f) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; and
  - g) Labor standards requirements set forth in Subsection 570.605 and HUD regulations issued to implement such requirements.

IT IS FURTHER AGREED that the above services shall begin upon notification of grant award from the State to the GRANTEE. Such notification will normally be in the form of a letter from the Governor to the GRANTEE.

IT FURTHER IS AGREED that compensation to the DISTRICT for the above services shall be made in lump sum payments.

IT FURTHER IS AGREED that compensation to the DISTRICT shall be in the amount not to exceed **\$9,000** and shall be based upon the following schedule.

- 1) Fifty percent (50%) of the total compensation amount will be paid to the DISTRICT upon the completion, submittal, and approval by the State of the GRANTEE's environmental review documents.
- 2) Twenty-five percent (25%) of the total compensation amount will be paid to the DISTRICT upon DISTRICT staff attendance and participation in the GRANTEE's pre-bid conferences, bid letting, and acceptance by the GRANTEE of the low bid.
- 3) Twenty-five percent (25%) of the total compensation amount will be paid to the DISTRICT upon the completion, submittal, and approval by the State of South Dakota of the GRANTEE's first payment request.

IT FURTHER IS AGREED that the compensation schedule shall include those activities completed by the DISTRICT on behalf of the Grantee from the date of the official grant award or offer letter.

IT FURTHER IS AGREED that no additional administrative charges will be assessed the GRANTEE by the DISTRICT. All DISTRICT travel, salary, and office expenses are included in the lump sum compensation figure.

IT FURTHER IS AGREED that the DISTRICT will continue to provide all agreed administrative services to the GRANTEE beyond the final compensation payment date.

IT FURTHER IS AGREED that the GRANTEE will maintain the ultimate responsibility for administering the project; the DISTRICT can only assist in the administration of the grant.

IT FURTHER IS AGREED that this agreement may, from time to time, be amended when mutually agreed to, in writing, by the parties of the Agreement.

IT FURTHER IS AGREED that this agreement shall terminate upon completion of the grant received by the GRANTEE or as referenced below.

IT FURTHER IS AGREED that this Agreement may be extended or terminated prior to the expiration date when mutually agreed to, in writing, by the parties to the Agreement.

IT FURTHER IS AGREED that the GRANTEE accepts no obligations incurred under this Agreement in the event that the GRANTEE declines or is unable to accept the grant award from the State.

Motion carried and resolution declared duly adopted.

Moved by Houwman, seconded by Barington, to adopt Resolution #2780, Multi-Jurisdictional or Joint Agreement for Community Development Block Grant Project, as follows:

**RESOLUTION #2780  
MULTI-JURISDICTIONAL OR JOINT AGREEMENT  
FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT**

**THIS AGREEMENT**, made this 19<sup>th</sup> day of October 2009, by and along the following:

**City of Mitchell; and**

**Abbott House Inc.**

**WHEREAS**, the parties to this Agreement desire to cooperate in developing and carrying out a Community Development Block Grant (CDBG) project, the purpose of which is the construction of a dormitory upon the Abbott House property.

**NOW THEREFORE**, the parties mutually agree as follows:

**1. Designation of Lead Party:**

The **City of Mitchell** shall act as the Lead Party in developing and carrying out said proposed CDBG project.

**2. Responsibilities of Lead Party:**

In its capacity of Lead Party, the **City of Mitchell** shall by the lead jurisdiction in making application to the State of South Dakota for CDBG funds and shall be the grantee of the State for such funds, if awarded. As the grantee of State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, labor standards, civil rights, record keeping, reporting and other requirements of the CDBG program contained in the grant contract with the state, except those specified in Paragraph 3 hereinafter.

**3. Responsibilities of all Parties:**

Each party to this Agreement shall be individually responsible for compliance with the following requirements of the CDBG program:

- a. Adopting a required Citizen Participation Plan, and providing to its citizens information and opportunities to comment as required by the State in developing an application and substantially changing projects activities;
- b. Identifying its community development and housing needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs;
- c. Adopting a required Anti-displacement and Relocation Assistance Plan which calls for replacement of demolished or converted low/moderate income housing units and provision of necessary relocation assistance; and,

- d. Taking actions to affirmatively further fair housing.

Furthermore, each party shall provide documentation to the **City of Mitchell** demonstrating its compliance with the requirements specified in Paragraph 3 and the **City** shall retain such documentation and other required records and documentation for the period of time specified by the State.

4. **Contracting:**

The **City of Mitchell** shall contract with Planning and Development District III or, with other eligible individuals or entities to carry out all or any portion of the responsibilities assumed by the **City of Mitchell** under this Agreement and its grant contract with the State.

5. **Term of Agreement:**

This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing CDBG funding for said proposed project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties of this Agreement. This agreement may be terminated at any time by agreement of all parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.

6. **Modification and Changes:**

The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

Motion carried and resolution declared duly adopted.

Moved by Houwman, seconded by Backlund, to adopt Resolution #2781, Plat of Lot 1 of MTI Foundation Housing Addition and MTI Drive, as follows:

**RESOLUTION #2781  
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 13<sup>th</sup> day of October, 2009; and

**WHEREAS**, it appears from an examination of the plat of LOT 1 OF MTI FOUNDATION HOUSING ADDITION AND MTI DRIVE IN THE SW ¼ OF SECTION 26, T 103 N, R 60 W OF THE 5<sup>TH</sup> P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; as prepared by Paul C. Kiepke, 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 1 OF MTI FOUNDATION HOUSING ADDITION AND MTI DRIVE IN THE SW ¼ OF SECTION 26, T 103 N, R 60 W OF THE 5<sup>TH</sup> P.M., CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA; as prepared by Paul C. Kiepke, be and the same is hereby approved and the description set forth therein and the accompanying surveyor's certificate shall prevail.

Motion carried and resolution declared duly adopted.

**ORDINANCES:**

Moved by Backlund, seconded by Allen, to place Ordinance #2317, Supplemental Appropriations, on second reading. Motion carried. Moved by Backlund, seconded by Barington, to adopt Ordinance #2317, Supplemental Appropriations, as follows:

**ORDINANCE NO. 2317  
SUPPLEMENTAL APPROPRIATION ORDINANCE  
AMENDING ORDINANCE NO. 2288  
CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA**

BE IT ORDAINED, BY THE CITY OF MITCHELL, DAVISON COUNTY, SOUTH DAKOTA, that the following sums be appropriated to authorize certain expenditures and to meet certain obligations for the year 2009 according to statute:

**GENERAL FUND  
FINANCE**

101-41420-42900	Fabricator's Sales Tax Rebate	\$3,300.00
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The funding will come from General Fund cash balance.

**TRAFFIC**

101-42130-43310	Cabela Drive Traffic Lights-Engineering	\$25,000.00
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The funding will come from General Fund cash balance.

**CAPITAL PROJECT FUND  
SOCCER COMPLEX**

524-46500-43300	Curb and Gutter	\$25,000.00
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The funding will come from an operating transfer from the General Fund.

Motion carried and ordinance declared duly adopted.

Moved by Allen, seconded by Smith, to place Ordinance #2318, Supplemental Appropriations, on first reading. Motion carried.

**CONSIDER APPROVAL:**

Moved by Houwman, seconded by Beck, to approve an automatic supplement to the Special Revenue Fund – Parks, Recreation & Forestry, in the amount of \$1,634.00 for recreation programs from a donation of funds. Motion carried.

Mark Schilling, Corn Palace Director, presented council members with the 2009 Corn Palace Festival Report. The report contained information about where concert attendees come from, Corn Palace Festival Survey Results, 2009 Corn Palace Festival Financial Statement showing income and expenses, and a comparison of this year's income, expenses, and profit/loss with the previous 5 years' festivals. This year's festival had an operating loss of \$37,146.37. Moved by Houwman, seconded by Allen, to approve the Corn Palace Festival Report. Motion carried.

Moved by Houwman, seconded by Backlund, to approve the application of Melissa Ann Dorale for a Taxicab Drivers License for Designated Drivers. Motion carried.

Moved by Allen, seconded by Backlund, to approve the application of Scott Brookbank for a Taxicab Drivers License for Palace Transit. Motion carried.

Moved by Houwman, seconded by Backlund, to approve a request of the Lifequest Relay for Life Team to conduct a raffle with the drawing to be held on December 16, 2009. Motion carried.

Moved by Beck, seconded by Barington, to approve a request of the MTI Radiation Therapy Students to conduct a raffle with the drawing to be held in December, 2009. Motion carried.

Moved by Houwman, seconded by Allen, to approve a request of the MTI Radiation Therapy Students to conduct a raffle with the drawing to be held on October 31, 2009. Motion carried.

**PAY ESTIMATES:**

Moved by Smith, seconded by Houwman, to approve the following pay estimates:

- pay estimate #1 in the amount of \$980.00 for Foster Street Lift Station Project #2008-2 contracted with Larson Data Communications,
- pay estimate #6 in the amount of \$5,647.23 for Hazardous Sidewalk Project #2009-4C contracted with Colwell Concrete,
- pay estimate #1 in the amount of \$50,401.44 for Main Street Alleys Project #2009-11 contracted with Peterson Concrete,
- pay estimate #9 in the amount of \$18,402.70 for New Landfill Expansion Project #2009-12 contracted with Helms & Associates,

- pay estimate #1 in the amount of \$15,210.07 for Archeodome Transportation Enhancement Project #2009-40 contracted with Archeology Lab – Augustana College,
- pay estimate #4 in the amount of \$2,160.00 for Lawler Street Utilities Project #2010-2 contracted with SPN & Associates, and
- pay estimate #7 in the amount of \$41,539.41 for AIP `24 Runway 12/30 Rebuild contracted with Helms & Associates.

Members present voting aye: Allen, Backlund, Barington, Beck, Houwman, Smith. Members present voting nay: none. Motion carried.

**BILLS:**

Moved by Beck, seconded by Allen, to approve the following payroll expenditures, adjustments to payroll and accounts payable warrants:

**PAYROLL, SEPTEMBER 20, 2009 – OCTOBER 3, 2009:** City Council-\$2,440.24, Mayor-\$885.54, Attorney-\$1,986.55, Finance-\$9,778.80, Human Resources-\$2,698.24, Information Technology-\$1,329.12, Police-\$53,614.77, Traffic-\$3,210.44, Fire-\$33,570.44, Street-\$24,161.43, Public Works-\$14,776.40, Cemetery-\$3,374.28, Mosquito Control-\$460.00, Animal Control-\$1,275.12, Emergency Medical Services-\$10,733.01, Library-\$9,909.89, Playground & Athletics-\$5,051.02, Campground-\$2,069.50, Recreation Center-\$9,496.35, Cadwell-\$5,036.98, Soccer Complex-\$448.00, Park-\$8,366.02, Supervision-\$5,195.69, Forestry-\$2,636.08, E911-\$16,468.39, RSVP-\$3,252.48, Palace Transit-\$15,530.75, Nutrition-\$1,663.66, Water-\$7,088.84, Water Distribution-\$8,308.40, Sewer-\$9,545.12, Airport-\$1,666.96, Waste Collection-\$8,201.39, Landfill-\$6,759.67, Corn Palace Maintenance-\$10,363.00, Corn Palace Decorating-\$4,122.00, Corn Palace Shows-\$3,275.26, Corn Palace Concessions-\$2,655.10, Golf Course-\$6,420.32

**SALARY ADJUSTMENTS (per hour rate):**

Palace Transit/RSVP: Amy Gough-\$14.363

Police: Brandon Braun-\$20.407

**NEW HIRES (per hour rate):**

Corn Palace Concessions: April Herbst-\$7.25; Oliver Isaac-\$7.25; Haley Mehlhaf-\$7.25

Corn Palace Decorating: Ryan Kennedy-\$10.00

Golf Course: Tom Clemens-\$7.50

Palace Transit:

Playground & Athletics: Dan Meylor-\$20.00/game; Clayton Moore-\$30.00/game; Dwight Renshaw-\$30.00/game; Dale Roden-\$10.00; Joel Salmonson-\$20.00/game

Recreation Center: Morgan Graff-\$7.50; Brenden Norseen-\$7.50

**TRANSFERS:**

Cadwell: John Titze

Street: Mike Dufek

**WARRANTS:** A & B Business, Supplies-\$798.26; A-Ox Welding Supply, Repairs-\$695.58; Advance Auto Parts, Parts-\$89.99; Advantage Auto Glass, Mirrors-\$233.29; Aflac, Aflac Withholding-\$3,331.86; Aflac/Flex One, Flex One Payments-\$650.24; Agronomy Plus, Chemicals-\$378.12; Al's Engraving, Name Badge-\$5.95; Alltel, Utilities-\$1,893.85; AM Best Company, Book-\$156.95; American Garage Door Company, Repairs-\$65.00; American Planning Association, Dues-\$300.00; Aramark, Uniforms-\$783.55; Archeology Laboratory, Contract Services-\$15,210.07; Arctic Refrigeration, Parts-\$150.12; Avera Queen of Peace Hospital, Contract Services-\$1,688.81; B-Y Water, Water Usage-\$45,143.00; Bailey Metal Fabricators, Supplies-\$44.60; Baker & Taylor, Books-\$88.55; BBC Audiobooks America, Books-\$596.01; Bender's Sewer & Drain, Contract Service-\$98.00; Best Western Ramkota Hotel, Travel-\$648.00; Big Dog Concrete, Lease-\$700.00; Birch Communications, Supplies-\$9.84; Blackburn Manufacturing, Supplies-\$53.40; Boyer Trucks, Parts-\$329.09; Break Time Portables, Contract Services-\$80.00; Brock White Company, Supplies-\$779.22; Business Products, Supplies-\$996.82; Butler Machinery, Supplies-\$1,055.69; Campbell Supply, Supplies-\$614.16; Card Services, Supplies-\$56.95; Carolina Software, Software Support-\$200.00; Carquest Auto Parts, Supplies-\$55.80; Center Point Large Print, Books-\$77.28; Central Electric Cooperative, Utilities-\$9,570.86; Chad Colwell Concrete, Contract Services-\$5,647.23; Cherie Ramsdell, Contract Services-\$1,580.00; City of Mitchell, Payroll Deduction-\$25.00; City of Sioux Falls, Legal Notice-\$86.00; Commercial Asphalt, Hot Mix-\$1,691.20; Cook's Inn, Contract Services-\$940.80; Corn Palace Concessions, Meals-\$128.25; County Fair, Supplies-\$118.20; CP Distribution, Supplies-\$896.00; Dacotah Paper Company, Supplies-\$11.14; Daily Republic, Subscription & Legals-\$4,391.11; Dakota Counseling Institute, Contract Services-\$80.00; Dakota Fluid Power, Cylinder Repairs-\$2,356.05; Dakota Salvage, Parts-\$50.00; Dakota Supply Group, Supplies-\$230.47; Dan Grigg Images, Supplies-\$3,175.29; Dan Sabers, Contract Services-\$6,816.04; Darrington Water Conditioning, Rent-\$40.00; Davison Rural Water System, Water Usage-\$30.95; Demco, Supplies-\$89.09; Dependable Sanitation, Recycling-\$17,083.00; Department of Social Services, Child Support Payments-\$1,049.55; Design Solutions & Integration, Computer Repairs-\$877.50; Dick's Towing, Police Tow-\$210.00; Diesel Machinery, Parts-\$69.37; Dugout Lounge, Contract Services-\$1,670.40; Ellefson Implement, Parts-\$113.92; Elliott Equipment, Supplies-\$860.99; Evident Crime Scene Products, Supplies-\$118.50; Farmers Alliance, Mount New Tires-\$335.00; Farnams Genuine Parts, Parts-\$389.12; Fastenal Company, Supplies-\$71.56; First Bankcard, Supplies-\$3,509.34; Fisher Scientific, Supplies-\$717.27; Floor to Ceiling Store, Supplies-\$25.99; Formulations, Supplies-\$220.02; Frontier Precision, Supplies-\$242.97; G & R Tool Service, Supplies-\$48.00; Gale, Books-\$277.10; Gallus Thill, Contract Services-\$200.00; Gamber-Johnson, Repairs-\$107.87; Gary Walton, Area Concert Series-\$75.00; Gaylord Bros, Supplies-\$228.63; Golden West Technologies, Quarterly Security Monitoring-\$510.00; Grainger, Supplies-\$98.62; Great Western Tire, Repairs-\$468.71; Grey House Publishing, Books-\$1,095.10; GT Body, Repairs-\$241.87; Haroldson's A & B Business, Supplies-\$407.88; Harve's Sport Shop, Supplies-\$26.90; HD Supply Waterworks, Supplies-\$1,213.88; Helms and Associates, Contract Services-\$59,942.11; HF Scientific, Supplies-\$286.46; Hillyard, Supplies-\$99.58; Hohn's Carpet Cleaning, Clean Carpet-

\$60.00; Holiday Inn Hotel & Convention Center, Travel-\$879.50; Ila Kulm, Refund-\$20.00; Independent Viking Glass, Repairs-\$177.00; Ingram Library Services, Supplies-\$1,044.17; Institutions Services, Supplies-\$286.29; Integrity Transcription, Transcribing Service-\$455.00; Interstate All Battery Center, Parts-\$125.98; Interstate Office Products, Supplies-\$411.10; Iverson Chrysler Center, Parts-\$267.20; JAC Implement, Equipment-\$5,097.00; James & Kristi Senger, Refund-\$9.50; James Valley Community Center, Allocation-\$5,975.00; James Valley Nursery, Repairs-\$219.20; JCL Solutions-Janitors Closet, Supplies-\$31.50; Jones Supplies, Supplies-\$1,983.03; Julie Kolbeck, Supplies-\$214.50; K-Mart, Supplies-\$302.30; Kelly Inn & Suites, Travel-\$185.55; Kim Strubel, Gymnastics Candles Sales-\$655.20; Kiplinger Letter, Renewal-\$67.00; Kone, Maintenance Coverage-\$548.34; Lakeview Sales, Supplies-\$89.85; Lakeview Veterinary Clinic, Rent & Dog Pound-\$1,681.42; Language Line Services, Over-The-Phone Interpretation-\$135.25; Larry's I-90 Service, Labor-\$149.32; Larson Data Communications, Contract Services-\$980.00; Learning Opportunities, Books-\$286.28; Lyle Signs, Supplies-\$149.85; M & L Repair, Repairs-\$80.00; Maloney & Maloney, Contract Services-\$906.25; Marquette Bank, Lease Payment-\$36,789.00; Mayflower Distributing, Supplies-\$92.83; MC&R Pools, Supplies-\$88.91; Mcfarland Supply Company, Supplies-\$471.02; Mcleod's Printing, Supplies-\$2,504.48; Mega Gymnastics, Watertown Meet Fees-\$70.00; Menard's, Supplies-\$719.44; Meyers Oil Company, Oil-\$403.15; Michael J. Koster, Travel-\$45.00; Michael Todd & Company, Supplies-\$2,241.28; Microfilm Imaging Systems, Repairs-\$447.50; Midcontinent Communications, Utilities-\$100.70; Midwest Fire & Safety, Repairs-\$965.65; Midwest Turf & Irrigation, Supplies-\$47.39; Mitchell Area Chamber of Commerce, October Funding-\$2,587.50; Mitchell Area Convention Visitors Bureau, October Funding-\$18,112.50; Mitchell Area Development Corporation, October Funding-\$5,175.00; Mitchell Area Home Builder, Dues-\$280.00; Mitchell Concrete Product, Supplies-\$1,412.36; Mitchell Ford, Parts-\$589.50; Mitchell Iron & Supply, Supplies-\$1,693.43; Mitchell Main Street and Beyond, Allocation-\$30,000.00; Mitchell Recreation Center, Dues-\$275.50; Mitchell School District, Contract Services & Workstudy-\$11,928.52; Mitchell Telecom, Utilities-\$192.90; Mitchell United Way, United Way Deductions-\$156.75; Motorola, Equipment-\$2,828.80; MPS, Books-\$275.92; Mount Vernon School District, Contract Services-\$141.90; Mitchell Technical Institute Business Industry Training, Registration-\$167.80; Mueller Lumber Company, Supplies-\$1,296.27; Muth Electric, Supplies-\$344.19; Nebraska Rubber Innovation, Supplies-\$350.00; Nest Family Learning, Books-\$620.95; Neve's Uniforms, Supplies-\$75.50; North Central Seed Company, Lawn Mixture-\$298.00; Northland Chemical, Supplies-\$177.57; Northwestern Energy & Communications, Utilities-\$25,467.98; One Call Systems, Locate Request Tickets-\$236.50; Palace Cleaners, Supplies-\$316.75; Palace Motors, Police Tow-\$110.00; Paulson Sheet Metal, Repairs-\$207.57; Paulson's Music Center, Equipment-\$7,795.91; Pepsi Cola Company, Supplies-\$19.21; Peterson Concrete, Contract Services-\$50,401.44; Plastow & Associates, Computer Repairs-\$687.60; Pony Creek Steakhouse, Contract Services-\$2,505.60; Pro Line Marketing, Supplies-\$35.00; Pro-Build, Supplies-\$68.62; Push Pedal & Pull, Repairs-\$148.00; Qualified Presort, Mailing Service-\$1,372.11; Qwest, Utilities-\$2,022.08; Recorded Books, Books-\$858.94; Reimnitz Construction, Contract Services-\$2,292.31; River Cities Public Transit, Software Support-\$112.00; RSVP, Ticket Sellers-\$25.00; Ryan Nussbaum, Reimbursement-\$35.00; S & M Printing Company, Supplies-\$197.00; S & S Willers, Bunker Sand-\$1,125.48; Sam's Club, Supplies-\$579.90; Santel Communications, Utilities-\$264.96; Schmucker Paul & Nohr, Contract Services-\$2,160.00; Schuh Painting, Labor & Materials-\$489.80; Schuurmans Farm Supply, Supplies-\$62.91; Scott Brookbank, Reimbursement-\$120.00; Scott Supply Company, Parts-\$30.40; South Dakota Department of Environment & Natural Resources, Fees-\$2,410.69; South Dakota Nutrition Project Directory, Dues-\$285.00; South Dakota Public Assurance Alliance, Insurance-\$216.00; South Dakota Retirement System, South Dakota Retirement System Payment-\$38,311.55; South Dakota State Historical Society, Membership-

\$35.00; South Dakota State Treasurer, Sales Tax Payment-\$19,210.15; South Dakota-Supplemental Retirement, Supplemental Retirement Payment-\$1,403.50; ServiceMaster of Mitchell, Contract Services-\$2,572.50; Sheehan Mack Sales & Service, Parts-\$1,544.62; Shopko, Supplies-\$17.45; Sioux Falls Two-Way Radio, Repairs-\$98.66; Sportsmith, Supplies-\$157.97; State of South Dakota, Utilities-\$275.09; Sturdevant's Auto Parts, Supplies-\$5,204.84; Sun Gold Trophies, Supplies-\$2,056.97; Sun Life Financial, Life Insurance Deductions-\$1,051.14; Tech Solutions, Remote Support-\$99.00; Tessier's, Repairs-\$3,435.25; Three-D Specialties, Supplies-\$985.90; Thune True Value Hardware, Supplies-\$217.90; Tigerdirect, Supplies-\$62.98; Tim McGannon, Travel-\$277.50; Titze Electric & Remodeling, Repairs-\$1,233.88; TK Electric, Parts-\$164.42; Tollefson Plumbing & Boiler, Repairs-\$320.52; Tony Palli, Area Concert Series-\$75.00; Top-USA, Supplies-\$5.00; Tri-County Telecom, Utilities-\$34.81; United Energy, Supplies-\$8,183.76; United Way & Volunteer Services, Copies-\$26.00; UPS Store, Shipping Charges-\$88.96; US Bank, TID #10 Payment-\$36,752.50; United States Postal Service, Stamps-\$176.00; Variety Foods, Supplies-\$1,068.07; Verizon Wireless, Utilities-\$67.95; Veryl Hohn, Sound Operator Barbershop Concert-\$150.00; Walmart Community, Supplies-\$290.07; Weisser's Heating & Air, Labor-\$63.84; West Payment Center, Supplies-\$551.81; Westcoast Sales & Marketing, Supplies-\$38.95; Wheelco Brake & Supply, Parts-\$579.25; Wholesale Electronics, Supplies-\$10.80; Wright Brothers Aviation, Contract Services-\$500.00.

Members present voting aye: Allen, Backlund, Barington, Beck, Houwman, Smith. Members present voting nay: none. Motion carried.

**ADJOURN:**

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

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Marilyn Wilson  
Finance Officer

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