

**AGENDA**  
**Mobridge City Council - Regular Meeting**  
**Wednesday August 14, 2024 5:30 P.M.**  
**Mobridge City Hall**

- 1) **Call to Order & Roll Call**
- 2) **Pledge of Allegiance**
- 3) **Adopt Agenda**
- 4) **Approve Minutes**  
July 10, 2024 regular meeting [1]
- 5) **Unfinished Business**
- 6) **New Business**  
**Water/Wastewater Dept.**
  - a. Approve budgeted concrete quote for the shop [2]
  - b. Approve an amendment to complete biological assessment for pallid sturgeon and popping plover [3]
  - c. Approve payment no. 1 for Crow River for tank demolition [4]
  - d. Award bid for Water Treatment Plant project [5]
  - e. Discussion on recommendations for Wastewater Treatment Plant project  
**Police Department**
  - a. Surplus 2014 Tahoe (138,286 mileage) and transfer to Walworth County  
**Finance**
  - a. Audit acceptance letter [6]
  - b. Approve cemetery deeds [7]
  - c. Approve Resolution 24-07, IM 28 Opposition [8]
  - d. Approve lease agreement for office space in Scherr Howe [9]
- 7) **Discussion and Information Item**
  - a. Financial Report [10]
  - b. Building Permits [11]
  - c. Code Enforcement Report [12]
  - d. Board retreat August 21<sup>st</sup>
- 8) **Public Forum and Visitors\*\*\***  
*The Public Forum and Visitors section offers the opportunity for anyone not listed on the Agenda to speak to the Councilpersons concerning important topics. The time will be limited to 5 minutes in length.*
- 9) **Payment of Bills** [13]
- 10) **Adjournment**

\*\*\*No action will be taken on items not on the Agenda due to the 24-hour public notice requirement.

\*\*\*IF YOU WOULD LIKE TO ADDRESS THE COUNCIL YOU MUST COME TO THE PODIUM.

**MOBRIDGE CITY COUNCIL  
REGULAR MEETING  
July 10, 2024**

Pursuant to due call and notice thereof, a Regular Meeting of the Common Council of the City of Mobridge, South Dakota was held in City Hall in said City on Wednesday July 10, 2024 at 5:30 PM. Mayor Gene Cox, and the following council were present: Mound, Cerney, Reichert (by phone), Jensen, Kemnitz and Carlson.

**AGENDA:**

The agenda was approved on a motion by Carlson, second by Kemnitz and carried.

**MINUTES:**

Moved by Reichert, second by Mound and carried, to approve the minutes from the June 12, 2024, regular meeting. Carlson abstained.

**NEW BUSINESS:**

**Parks Department**

**MYO SCOREBOARD** – Sarah Ries, MYO board member, was present to request approval from the Council to install a new scoreboard at the MYO field. They received a grant and will pay for the scoreboard. They asked for the City to pay for the electricity. Moved by Mound, second by Carlson and carried, to approve allowing MYO to install a scoreboard and provide electricity. They will discuss installation and if City staff can assist with Beck.

**Water/Wastewater Department**

**UPDATE ON PROJECTS** – Jerod Klabunde was present to give the Council an update on the water and wastewater projects. They are still going over the plans for the wastewater project and will possibly be presenting something at the August meeting. The water tower located by the school on the north side of town will be demolished on July 16<sup>th</sup>. It will take approximately two days. Bids for the water treatment plant will be opened on July 20<sup>th</sup>.

**Fire Department**

**NEW MEMBERS** – Moved by Reichert, second by Carlson and carried, to approve new member Rocky Good Shield.

**WILDLAND FIRE WAGES** – Moved by Mound, second by Cerney and carried, to approve the following updated wage for fire fighters going to wildland fires: Justin Sadler and Rocky Good Shield - \$22.16 Trainees; Colton Hunter, Michael Anderson, Austin Stover and Kody Conlin - \$24.36 Firefighter One, Colton Hunter - \$26.80 Engine Boss Trainee; and Austin Stover - \$29.20 Engine Boss.

**Police Department**

**PART TIME** – Moved by Carlson, second by Cerney and carried, to approve Ashton Norder as part time police officer when needed at \$27.86 per hour effective July 10, 2024.

**STEP INCREASE** – Moved by Mound, second by Carlson and carried, to approve a step increase for Dispatcher Katelyn Keller, having completed her probation period, increasing her hourly wage from \$21.88 to \$22.76 effective July 1, 2024.

**Finance**

**TRANSFER LIQUOR LICENSE** – Hearing no opinion for or against, moved by Carlson, second by Kemnitz and carried, to approve the transfer of a liquor license from KT's Fireside Supper Club, Inc. to KB Hospitality, LLC located at Lots 7-12, Block 33, Grand Crossing Addition to the City of Mobridge.

**SPECIAL EVENTS LICENSE** – The application for a special events license had been pulled by the applicant. No action was taken.

**DISCUSSION AND INFORMATION:**

**FINANCIAL STATEMENT** – Beck informed the Council the financial statement would be available later in the week. She also reported the 2023 audit was complete and available online. Copies are available upon request.

**BUILDING PERMITS** - The following building permit was approved by the Zoning Officer for the month of June 2024: Kasandra Conrad, 717 North Main, Replacing front porch; Marlow Schaffer, 519 Airport Road, 14'x32' Pre-built Shed; Ronny Troyer, 322 6th Street West, 4' high chain link fence; Ione Allerdings, 717 9th Street West, 4' high fence; Imo Jean Badure, 806 1st Ave East, Repair & replace back deck; Deklan Finkbeiner, 706 5th Ave West, Moving Three Windows; Gary Weiszhaar, 1117 2nd Ave West, Replace 13 windows & 3 doors; Mobridge-Pollock School, 1107 1st Ave East, Chain Link Fence; Marty Hook, 714 2nd Ave West, Replacing Fence; and Susan Vowell, 821 6th Ave West, Handicap Ramp.

**CODE ENFORCEMENT UPDATE** – A code enforcement update was given to the Council as of June 30<sup>th</sup>: 64 grass violations with 6 abated, 52 complied and 6 pending; 35 nuisance violations, 13 notices to comply and 22 warnings issued. 2 abatements are scheduled.

**PUBLIC FORUM & VISITORS** – No one wished to address the Council.

**PAYMENT OF BILLS:**

Moved by Carlson, second by Cerney and carried, to approve the following bills for payment: Accounts Management Inc., garnishment 227.40; Aflac, insurance 614.88; American Legion, supplies 145.00; Aqua-Pure, chemicals 4,762.37; AT&T Mobility, telephone/utilities 1,653.12; Avera Occupational, prof. services 97.00; Badger Meter, prof. services 107.40; Bantz, Gosch & Cremer, attorney services 200.54; Cahill Bauer & Associates, prof. services 5,550.00; Cain Law Office, attorney services 440.00; Cam Wal Electric, street lights/utilities 583.62; Cardmember Services, replacement vehicle/prof. services 74.75; Center Point Large Print, books 49.14; Century Business Products, copier lease/supplies 519.01; Century West Engineering, prof. services 3,500.00; Chamber of Commerce, other 6,492.69; CHS River Plains, spraying 1,026.00; Coca-Cola Bottling Co., concession stand 1,893.00; Cole Papers, repair & maintenance 93.79; Credit Collections Bureau, garnishment 520.04; Dady Drug, supplies 43.18; Dakota Glass & Alignment, vehicle maintenance 274.42; Dakota Pump & Control, prof. services 525.51; Davis Martin, contract labor 7,140.00; Delta Dental of SD, dental 392.00; Deputy Finance, postage 17.46; Diamond M Designs, supplies 20.00; Dish TV, utilities 58.35; First Interstate Bank, HSA contributions/payroll taxes 43,232.60; Fleet Services, gasoline/vehicle maintenance 2,391.87; Grand Central, gasoline/vehicle maintenance 275.00; Graymont, chemical 5,296.32; GTC Auto Parts, repair & maintenance/supplies 85.38; Hawkins, chemicals 8,144.18; Heartland Waste, city wide cleanup/prof. services 24,635.15; High Point Network, computer software & hardware 7,189.83; Ingram, books 238.45; Jensen Rock & Sand, cold mix/resurface 104,712.25; KCL, insurance 505.67; Kiesler Police Supplies, uniform & equipment 1,001.00; KR Building Products, repair & maintenance 375.25; Lindskov Implement, repair & maintenance 12.31; Mastercard, computer software & hardware/supplies/repair & maintenance/publishing 1,293.85; McLeod Printing & Office Supply, supplies 198.95; MDU, utilities/street lights 25,761.12; Meierhenry Sargent, prof. services 50,000.00; Merkel's Foods, supplies/concession stand 288.13; Midco, utilities 208.39; Milbank Winwater, meters/supplies 2,287.50; Minnesota Valley Testing Laboratories, water samples 158.00; Mobridge Candy, concession stand 4,107.78; Mobridge Hardware, supplies/sup. inhouse repairs/repair & maintenance/small tools/spraying 3,795.53; Mobridge Manufacturing, repair & maintenance 275.00; Mobridge Regional Hospital, prof. services 42.00; Mobridge Rodeo, advertising 10,000.00; Mobridge Tribune, other services/publishing/supplies 389.51; Moore Engineering, prof. services 5,430.48; Oahe Landscapes, buildings/repair & maintenance 4,300.00; Oahe Vet, prof. services 280.10; ODP Business Solutions, supplies/computer software & hardware/equipment 396.88; Open Canvas, uniforms & equipment/supplies 270.20; Patriot Fire & Safety Inc., truck maintenance 2,070.00; Paylessfoods, concession stand/supplies 2,044.89; Payment Service Networks, credit card fees 54.95; Plunkett's, prof. services 71.81; Premeier Equipment, machinery & equipment/improve other than buildings/repair & maintenance 7,425.48; Ramkota, travel & conference 77.00; Riverside Home Furnishing, repair & maintenance 237.04; Runnings Supplies, machinery & equipment/sup. inhouse repairs/small tools/supplies/yard work/spraying/repair & maintenance/building maintenance 3,211.77; SD Child Support Payment Center, garnishment 559.38; SD Dept. of Health, water samples 304.00; SD One Call, prof.

services 48.30; SD Redbook Fund, safety training 1,110.00; SD Retirement System, retirement 17,604.28; SD State Treasurer, sales tax 4,655.72; SDRS Supplemental Retirement, retirement 350.00; Slater Oil & LP Gas, lp gas/diesel/gasoline 5,727.27; Sweeney Control Company, repair & maintenance 140.00; TimeClock Plus, computer software & hardware 31.85; Traffic Solutions, supplies 1,470.00; Tri-State Water, supplies 31.55; Uniform Center, uniform & equipment 177.98; US Bank, loans 43,224.48; US Postal Service, postage/supplies 1,185.49; USDA-Rural Development, loan payment 5,298.00; Valley Telecommunications, utilities 1,240.25; Verizon Wireless, telephones 130.03; Voyager, diesel/gasoline 1,080.16; Walworth County Landfill, other services/prof. service 83.56; Walworth County Register of Deeds, prof. services 7.00; Wellmark, insurance/prof. services 16,059.63; West River Telecommunications, utilities 4,152.61.

Salaries: Administration – 9058.04; City Administrator – 2156.70; Police Dept – 68848.33; Fire Dept – 700.00; Street Dept- 12927.04; Code Enforcement – 3339.00; Pool – 26159.44; Parks – 8830.88; Zoning – 1035.78; Library -5924.27; 24/7 -2035.14; Water Department – 23013.86; Sewer Department -14185.99 and Airport – 813.75.

There being no further business to come before the council, the meeting adjourned at 5:51 PM on a motion by Mound, second by Carlson and carried.

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Heather Beck, Finance Officer

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Gene Cox, Mayor

Published once at the total approximate cost of \$

**Faehrich Construction LLC**  
 118 17th Ave E  
 Mobridge, SD 57601  
 605-845-3485

182623

2.

CUSTOMER'S ORDER NO. \_\_\_\_\_ DEPARTMENT Estimate DATE 7-26-28  
 NAME City of Mobridge  
 ADDRESS OLD Armory Bldg.  
 CITY, STATE, ZIP \_\_\_\_\_

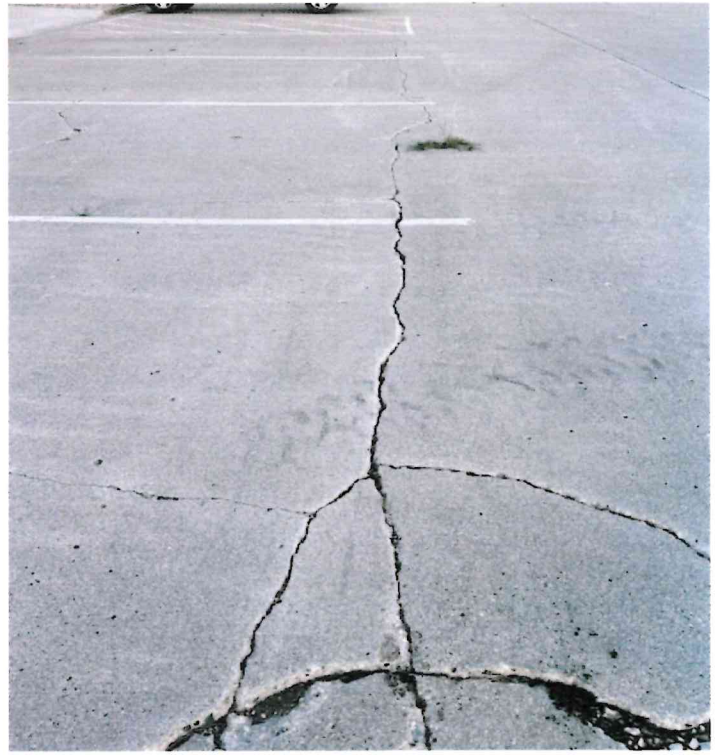
SOLD BY \_\_\_\_\_ CASH \_\_\_\_\_ C.O.D. \_\_\_\_\_ CHARGE \_\_\_\_\_ ON. ACCT. \_\_\_\_\_ MDSE. RETD. \_\_\_\_\_ PAID OUT \_\_\_\_\_

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1			
2			
3	<u>26' x 60' x 5"</u>		
4	<u>concrete parking pad</u>		
5	<u>remove &amp; replace</u>	<u>18,700</u>	<u>-</u>
6			
7	<u>6' x 134' gutter pan</u>		
8	<u>cut-remov-replace</u>	<u>16,000</u>	<u>-</u>
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
		<u>\$ 34,700</u>	<u>-</u>

RECEIVED BY \_\_\_\_\_

KEEP THIS SLIP FOR REFERENCE

A-5805  
T-46320/46350





925 10th Avenue East  
Suite 1  
West Fargo, ND 58078  
P: 701.282.4692  
F: 701.282.4530



August 7, 2024

City of Mobridge  
Kurt Schmaltz  
Water/Sewer Superintendent  
114 1<sup>st</sup> Ave E  
Mobridge, SD 57601

**Subject: Letter Agreement – Amendment #1**  
Water Intake Project - Design Phase  
City of Mobridge  
Moore Project No. 21109

Dear Mr. Schmaltz:

Moore Engineering, Inc. ("Moore") is pleased to submit this amendment to City of Mobridge ("Owner") to provide additional environmental review (a biological assessment) and additional design phase services (to revise plans and specifications to meet FEMA BRIC Grant requirements) for FEMA phase 1 deliverables.

**Project Understanding**

- AMENDMENT OBJECTIVES: Moore Engineering is proving study and design phase deliverables for a water intake replacement project.
  - The environmental phase was completed and granted a Categorical Exclusion (CatEx) by South Dakota D.A.N.R. Now that FEMA is providing additional funding, they are requesting supplemental environmental review in the form of a biological assessment for endangered species (pallid sturgeon and piping plover).
  - The design phase documents were prepared in accordance with DWSRF requirements which require the components to meet A.I.S. requirements. Now that FEMA is providing funding, the design phase deliverables must be designed in accordance with B.A.B.A. requirements.
  - \*At this time, FEMA is still reviewing draft plans and has not given a full list of additional requirements beyond what is mentioned above. If additional requirements are given, a supplement to this agreement may be needed. TBD.

**Scope of Work**

To meet the project objectives above, Moore proposes to provide the following services:

Biological Assessment Phase will include:

- Perform data collection along with agency meeting.
- A site visit to evaluate the intake project area to evaluate the presence of potential habitats required by the species that have been identified.

- Provide a draft biological assessment after site visit to FEMA and the City of Mobridge for review.
- Coordinate with FEMA on any revisions to draft biological assessment and address comments.
- Prepare final biological assessment based on comments and meetings with FEMA.

#### Additions to Final Design Phase

- Prepare Drawings and Specifications to meet “Build America Buy America requirements”
- Revisions to plans as requested by FEMA.

#### **Deliverables**

- Draft biological assessment that will be sent to FEMA and the City of Mobridge for review.
- Final biological assessment based on FEMA and the City of Mobridge’s comments from draft biological assessment.
- Final Drawings and Specifications that meet “Build America Buy America requirements”.
- Plans and specifications will be re-submitted to FEMA and DANR for review and approval prior to bidding.

#### **Basis of Proposal**

The following items form the basis of this Proposal:

- Moore will collect and review publicly available data related to the three identified items for the BA to evaluate the potential for the habitat or species to exist in the project site. This will include a review of aerial photographs for the project site. After reviewing the desktop data, Moore will schedule a conference call with FEMA and other cooperating agencies as need to discuss the purpose & need of the project, the initial findings of the desktop review, and the scope of the field visit. Summary meeting minutes will be recorded and provided from the meeting with FEMA
- Moore will conduct a site visit to evaluate the project area for the presence of habitat required by the identified species. The site visit will be completed by a two-person crew consisting of field biologist. Moore will partner with a subcontractor as one member of the two-person team to complete the site visit. The site visit will also look for the presence of the piping plover, however with the timing of the work later this year (estimated to be fall 2024), the site visit will be outside of nesting season and the site visit will not include a survey of nest sites. The site visit will also not include a survey to attempt to collect pallid sturgeon. The purpose of the site visit is to evaluate the habitat conditions within the project area and determine the potential for the project related activities to potentially impact the habitat or species directly. Habitat conditions will be documented using a field tablet and with site photographs.
- After the site visit is completed, Moore will be compiling the draft BA. The document will include a description of the proposed project, summary of the habitat requirements of the identified species, a summary of the project site conditions based on the desktop analysis and the site visit, and an affects determination of the potential for the proposed project to potentially impact the identified species. The BA will also include site photos and appropriate maps and figures.
- As part of the completion and review of the Draft BA there will be coordination with FEMA. We anticipate at least two meetings to discuss the project and review comments from the agencies on the Draft BA. We assume the meetings will be held on-line web-based meetings (MS Teams or equivalent).
- Based on the agency review meetings and comments provided on the Draft BA, revisions





- will be made to complete and submit a Final BA.
- Moore will prepare all drawings and specifications to meet “Build America Buy America requirements”.

### Schedule

Moore will perform the Scope of Work listed above in accordance with the following schedule:

- Biological Assessment Phase – In accordance with FEMA and Owner directed schedule.
- Additions to Final Design Phase – Drawings and Specifications will be updated and submitted to FEMA within a month after amendment is approved.

### Fee

Moore will perform the tasks specified in the Scope of Work above for the following lump sum fees. Invoices will be submitted monthly based on the Engineers estimate of the percent complete.

- Biological Assessment Phase.....\$24,800.00
- Additions to Final Design Phase.....\$10,000.00
- **Total Estimated Fee (Including All Parts).....\$34,800.00**

If requested by Owner, MOORE will perform additional tasks on a Category Billing Rate basis using the actual hours worked times the appropriate Category Billing Rate plus the actual direct expenses incurred, including subconsultant fees, times a multiplier of 1.15. Category Billing Rates are the same as the previously approved rates under the Study Phase contract.

The fee breakdown listed above is for information only. Moore may alter the distribution of compensation between individual phases listed above to be consistent with services actually rendered, but shall not exceed the total contract compensation amount unless approved in writing by the Owner.

### Standard Terms and Conditions

Our services will be provided in accordance with the Attachment A “Standard Terms and Conditions for Professional Services”, which are integral to this proposal.

### Closing

Should you find this Proposal acceptable, please have the authorized representatives of City of Mobridge sign the Acceptance portion of this letter below and return one (1) fully executed copy of this Proposal to me. Receipt of a fully executed copy of this Proposal will serve as our Agreement and our Notice to Proceed.

We appreciate the opportunity to submit this Proposal to City of Mobridge, and we look forward to working with you on this Project. Should you have any questions or need additional information, please contact me by phone at 701-751-8380 or by e-mail at [jerod.klabunde@mooreengineeringinc.com](mailto:jerod.klabunde@mooreengineeringinc.com).

Sincerely,





Jerod Klabunde, PE  
Project Management Group Leader

Enclosure: As noted

**Acceptance for City of Mobridge**

We hereby authorize Moore Engineering, Inc. to proceed with the work described above.

Signature	_____	_____
Name	Gene Cox	Heather Beck
Title	Mayor	Finance Officer
Date	_____	_____

4

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Mobridge, SD</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Moore Engineering, Inc.</u>	<b>Engineer's Project No.:</b> <u>22361</u>
<b>Contractor:</b> <u>Crow River Construction</u>	<b>Contractor's Project No.:</b> <u>90</u>
<b>Project:</b> <u>Water System Improvements Project: Part A</u>	
<b>Contract:</b> <u>Water Storage Tank and Transmission Line</u>	
<b>Application No.:</b> <u>1</u>	<b>Application Date:</b> <u>8/5/2024</u>
<b>Application Period:</b> From <u>7/1/2024</u> to <u>7/26/2024</u>	

1. Original Contract Price		\$ 1,749,485.00
2. Net change by Change Orders		_____
3. Current Contract Price (Line 1 + Line 2)		\$ 1,749,485.00
4. Total Work completed and materials stored to date (Sum of Column J Unit Price Total)		\$ 168,000.00
5. Retainage		
a. <u>10%</u> X \$ <u>168,000.00</u> Work Completed		\$ 16,800.00
b. _____ X \$ _____ Stored Materials		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ 16,800.00
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 151,200.00
7. Less previous payments (Line 6 from prior application)		_____
8. Amount due this application		\$ 151,200.00
9. Balance to finish, including retainage (Line 3 - Line 6)		\$ 1,598,285.00
 Payment Recommended By Engineer	\$	<b>151,200.00</b>
		(Line 8 or other - attach explanation of the other amount)
 Payment Approved by Owner	\$	_____
		(Line 8 or other - attach explanation of the other amount)

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Christopher DeLong

**Signature:** *Christopher DeLong* **Date:** 7/25/2024

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u><i>Michael Forder</i></u>	<b>By:</b> _____
<b>Title:</b> <u>Professional Engineer - Moore Engineering Inc.</u>	<b>Title:</b> _____
<b>Date:</b> <u>7/29/2024</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

Owner: City of Moberge, SD  
 Engineer: Moore Engineering, Inc.  
 Project: Water System Improvements Project: Part A  
 Contract: Water Storage Tank and Transmission Line

**Contractor's Application for Payment**

Owner's Project No.:  
 Engineer's Project No.: 22361  
 Contractor's Project No.:

Bid Item No.	Description	Application Period: From		Contract Information		Current Contract	Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H+I) (\$)	% of Value of Item (J/F) (%)	Balance to Finish (F-J) (\$)
		1		Units	(\$)		Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work				
<b>Alternate B</b>												
1	2.8.1 Mobilization	1.00	LS		\$ 170,000.00	\$ 170,000.00		\$		\$	0%	\$ 170,000.00
2	2.8.2 Traffic Control, Miscellaneous	1.00	LS		\$ 4,500.00	\$ 4,500.00		\$		\$	0%	\$ 4,500.00
3	2.8.3 Storm Water Management	1.00	LS		\$ 1,750.00	\$ 1,750.00		\$		\$	0%	\$ 1,750.00
4	2.8.4 12" Diameter Erosion Control Wattle	300.00	LF		\$ 3.50	\$ 1,050.00		\$		\$	0%	\$ 1,050.00
5	2.8.5 Water Tower - Remove	1.00	LS		\$ 210,000.00	\$ 210,000.00	0.80	\$	\$ 168,000.00	\$ 168,000.00	80%	\$ 42,000.00
6	2.8.6 Removal of Asbestos Concrete Pipe (ACP)	50.00	LF		\$ 95.00	\$ 4,750.00		\$		\$	0%	\$ 4,750.00
7	2.8.7 Water Main - 4"	55.00	LF		\$ 300.00	\$ 16,500.00		\$		\$	0%	\$ 16,500.00
8	2.8.8 Water Main - 6"	350.00	LF		\$ 300.00	\$ 105,000.00		\$		\$	0%	\$ 105,000.00
9	2.8.9 Watermain - 12"	16.00	LF		\$ 850.00	\$ 13,600.00		\$		\$	0%	\$ 13,600.00
10	2.8.10 Water Main - 16"	4,250.00	LF		\$ 185.00	\$ 786,250.00		\$		\$	0%	\$ 786,250.00
11	2.8.11 Water Service Connection - 1"	1.00	LF		\$ 1,400.00	\$ 1,400.00		\$		\$	0%	\$ 1,400.00
12	2.8.12 Water Service Line - 1"	25.00	EA		\$ 65.00	\$ 1,625.00		\$		\$	0%	\$ 1,625.00
13	2.8.13 Curb Stop and Box - 1"	1.00	EA		\$ 875.00	\$ 875.00		\$		\$	0%	\$ 875.00
14	2.8.14 Gate Valve & Box - 4"	4.00	EA		\$ 2,500.00	\$ 10,000.00		\$		\$	0%	\$ 10,000.00
15	2.8.15 Gate Valve & Box - 6"	7.00	EA		\$ 3,000.00	\$ 21,000.00		\$		\$	0%	\$ 21,000.00
16	2.8.16 Gate Valve & Box - 12"	1.00	EA		\$ 7,650.00	\$ 7,650.00		\$		\$	0%	\$ 7,650.00
17	2.8.17 Gate Valve & Box - 16"	7.00	EA		\$ 17,100.00	\$ 119,700.00		\$		\$	0%	\$ 119,700.00
18	2.8.18 Hydrant - 6"	4.00	EA		\$ 9,500.00	\$ 38,000.00		\$		\$	0%	\$ 38,000.00
19	2.8.19 Pipe Insulation	256.00	SF		\$ 10.00	\$ 2,560.00		\$		\$	0%	\$ 2,560.00
20	2.8.20 Meter Pit	2.00	EA		\$ 30,000.00	\$ 60,000.00		\$		\$	0%	\$ 60,000.00
21	2.8.21 12" PVC Encasement Pipe	55.00	LF		\$ 500.00	\$ 27,500.00		\$		\$	0%	\$ 27,500.00
22	2.8.22 24" PVC Encasement Pipe	53.00	LF		\$ 875.00	\$ 46,375.00		\$		\$	0%	\$ 46,375.00
23	2.8.23 Gravel Patching	35.00	SY		\$ 20.00	\$ 700.00		\$		\$	0%	\$ 700.00
24	2.8.24 Directional Drill - 16"	76.00	LF		\$ 550.00	\$ 41,800.00		\$		\$	0%	\$ 41,800.00
25	2.8.25 Remove Fence for Reset	300.00	LF		\$ 4.50	\$ 1,350.00		\$		\$	0%	\$ 1,350.00
26	2.8.26 Reset Fence	6.00	LF		\$ 6.00	\$ 36.00		\$		\$	0%	\$ 36.00
27	2.8.27 Remove and Replace Topsoil	10,000.00	SY		\$ 2.75	\$ 27,500.00		\$		\$	0%	\$ 27,500.00
28	2.8.28 Type D Permanent Seed Mixture	10,000.00	SY		\$ 0.20	\$ 2,000.00		\$		\$	0%	\$ 2,000.00
29	2.8.29 Mulching	10,000.00	SY		\$ 0.80	\$ 8,000.00		\$		\$	0%	\$ 8,000.00
30	2.8.30 Water for Vegetation	125.00	K GAL		\$ 50.00	\$ 6,250.00		\$		\$	0%	\$ 6,250.00
31	2.8.31 Sample Station	1.00	LS		\$ 10,000.00	\$ 10,000.00		\$		\$	0%	\$ 10,000.00
<b>*Bolted "Current Item Quantity" indicates a change due to a Change Order</b>						<b>Original Contract Totals \$ 1,749,485.00</b>		<b>\$ 168,000.00</b>	<b>\$</b>	<b>\$ 168,000.00</b>	<b>10%</b>	<b>\$ 1,581,485.00</b>

**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner: City of Moberge, SD  
 Engineer: Moore Engineering, Inc.  
 Contractor: Crow River Construction  
 Project: Water System Improvements Project: Part A  
 Contract: Water Storage Tank and Transmission Line

Owner's Project No.:  
 Engineer's Project No.: 22361  
 Contractor's Project No.:

A	B	C				D		E		F		G		H		I		J		K		L
		Current Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Installed This Period	Estimated Quantity Incorporated in the Work	Value of Work Completed (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)										
Application No.: 1																						
Application Period: From _____ to _____ Application Date: _____																						
Contract Information																						
Change Order No. [1]																						
					0.00	\$						0.00	\$									
					0.00	\$						0.00	\$									
Change Order No. [2]																						
					0.00	\$						0.00	\$									
					0.00	\$						0.00	\$									
Change Order No. [3]																						
					0.00	\$						0.00	\$									
					0.00	\$						0.00	\$									
Change Order Totals \$																						
Current Contract and Change Orders																						
Project Totals \$ 1,749,485.00 \$ 168,000.00 \$ 10% \$ 168,000.00 \$ 1,581,485.00																						
Change Order Summary																						
Change Order No. [1]																						
Change Order No. [2]																						
Change Order No. [3]																						
Change Order Totals \$																						
Net Change																						
Deductions																						
Additions																						
Net Change																						



**BID TABULATION**

Water System Improvements Project: Part B

Water Treatment Plant Rehabilitation

Mohrbridge, South Dakota

Project No. 22024

Bid Date: July 24, 2024

Muth Electric, Inc.

PO Box 1400

1717 N Sanborn Blvd

Mitchell, SD 57301

Sentry

1928 Calvin Drive

Watertown, SD 57201

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
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**Contract No. 1: Water Treatment Plant General Construction**

**Base Bid**

**Water Treatment Plant Rehabilitation**

A.1	PLAN	Water Treatment Plant Rehabilitation	L SUM	1	No Bid	\$1,948,500.00	\$1,948,500.00
A.2	464133, 464279, 464311	Flocculation Equipment, Tank Baffle Walls, and Clarifier Trough Equipment	ALLOW	1	No Bid	\$420,000.00	\$420,000.00
A.3	464311	Clarifier Equipment	ALLOW	1	No Bid	\$290,000.00	\$290,000.00
A.4	PLAN	Lime Silo Replacement Accessories	ALLOW	1	No Bid	\$2,500.00	\$2,500.00

**Alternate A1 - Required**

ALT-A1 PLAN ADD Decant Lift Station Modifications

L SUM	1	No Bid	\$28,900.00	\$28,900.00
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**Alternate A2 - Optional**

ALT-A2 Div 26 ADD Electrical and Controls Work

L SUM	1	No Bid	\$632,069.00	\$632,069.00
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**Alternate A3 - Optional**

ALT-A3 Div 26 ADD Decant Lift Station Electrical/Controls

L SUM	1	No Bid	\$90,000.00	\$90,000.00
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Base Bid NO BID \$2,661,000.00

Base Bid + Alternate 1 NO BID \$2,689,900.00

Base Bid + Alternate 2 NO BID \$3,293,069.00

Base Bid + Alternate 1 + Alternate 2 + Alternate 3 NO BID \$3,411,969.00

**Contract No. 2: Water Treatment Plant Electrical Construction**

**Base Bid**

**Water Treatment Plant Electrical Construction**

B.1	Div 26	Electrical and Controls Work	L SUM	1	\$599,121.00	\$599,121.00	No Bid
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**Alternate B1 - Required**

ALT-B1 PLAN ADD Decant Lift Station Modifications

L SUM	1	\$90,452.00	\$90,452.00	No Bid
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Base Bid \$599,121.00 NO BID

Base Bid + Alternate 1 \$689,573.00 NO BID

[C]=CORRECTED AMOUNT



**BID TABULATION**

Water System Improvements Project Part B

Water Treatment Plant Rehabilitation

Mobridge, South Dakota

Project No. 22024

Bid Date: July 24, 2024

CC Steel LLC  
5303 Creekview Green  
Maple Plain, MN 55359

AB Contracting LLC  
23930 470th Avenue  
Colman, SD 57017

BID ITEM NO. & DESCRIPTION		UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE	BID UNIT PRICE	BID PRICE
<b>Contract No. 1: Water Treatment Plant General Construction</b>							
<b>Base Bid</b>							
<b>Water Treatment Plant Rehabilitation</b>							
A.1	PLAN	Water Treatment Plant Rehabilitation	L SUM	1	\$3,859,620.00	\$3,859,620.00	\$5,000,000.00
A.2	464133, 464279, 464311	Flocculation Equipment, Tank Baffle Walls, and Clarifier Trough Equipment	ALLOW	1	\$420,000.00	\$420,000.00	\$420,000.00
A.3	464311	Clarifier Equipment	ALLOW	1	\$290,000.00	\$290,000.00	\$290,000.00
A.4	PLAN	Lime Silo Replacement Accessories	ALLOW	1	\$2,500.00	\$2,500.00	\$2,500.00
<b>Alternate A1 - Required</b>							
ALT-A1	PLAN	ADD Decant Lift Station Modifications	L SUM	1	\$61,000.00	\$61,000.00	\$20,000.00
<b>Alternate A2 - Optional</b>							
ALT-A2	Div 26	ADD Electrical and Controls Work	L SUM	1	\$925,000.00	\$925,000.00	\$582,000.00
<b>Alternate A3 - Optional</b>							
ALT-A3	Div 26	ADD Decant Lift Station Electrical/Controls	L SUM	1	\$61,000.00	\$61,000.00	\$87,000.00
				<b>Base Bid</b>	<b>\$4,572,120.00</b>		<b>\$5,712,500.00</b>
				<b>Base Bid + Alternate 1</b>	<b>\$4,633,120.00</b>		<b>\$5,732,500.00</b>
				<b>Base Bid + Alternate 2</b>	<b>\$5,497,120.00</b>		<b>\$6,294,500.00</b>
				<b>Base Bid + Alternate 1 + Alternate 2 + Alternate 3</b>	<b>\$5,619,120.00</b>		<b>\$6,401,500.00</b>
<b>Contract No. 2: Water Treatment Plant Electrical Construction</b>							
<b>Base Bid</b>							
<b>Water Treatment Plant Electrical Construction</b>							
B.1	Div 26	Electrical and Controls Work	L SUM	1		No Bid	No Bid
<b>Alternate B1 - Required</b>							
ALT-B1	PLAN	ADD Decant Lift Station Modifications	L SUM	1		No Bid	No Bid
				<b>Base Bid</b>	<b>NO BID</b>		<b>NO BID</b>
				<b>Base Bid + Alternate 1</b>	<b>NO BID</b>		<b>NO BID</b>

[C]=CORRECTED AMOUNT

**Water System Improvements Project: Part B**  
**Water Treatment Plant Rehabilitation**  
**Mobridge, South Dakota**  
**Project No. 22024**  
**ENGINEER'S STATEMENT OF ESTIMATED COST**

BID ITEM NO. & DESCRIPTION	UNIT	ESTIMATED QUANTITY	BID UNIT PRICE	BID PRICE
<b>Contract No. 1: Water Treatment Plant General Construction</b>				
<b>Base Bid</b>				
<b>Water Treatment Plant Rehabilitation</b>				
A.1 PLAN Water Treatment Plant Rehabilitation	L SUM	1		
A.2 464133, 46427: Flocculation Equipment, Tank Baffle Walls, and	ALLOW	1	\$1,948,500.00	\$1,948,500.00
A.3 464311.00 Clarifier Equipment	ALLOW	1	\$420,000.00	\$420,000.00
A.4 PLAN Lime Silo Replacement Accessories	ALLOW	1	\$290,000.00	\$290,000.00
			\$2,500.00	\$2,500.00
<b>Alternate A1</b>				
ALT-A1 PLAN ADD Decant Lift Station Modifications	L SUM	1	\$28,900.00	\$28,900.00
<b>Contract No. 2: Water Treatment Plant Electrical Construction</b>				
<b>Base Bid</b>				
<b>Water Treatment Plant Electrical Construction</b>				
B.1 Div 26 Electrical and Controls Work	L SUM	1	\$599,121.00	\$599,121.00
<b>Alternate B1</b>				
ALT-B1 PLAN ADD Decant Lift Station Modifications	L SUM	1	\$90,452.00	\$90,452.00
			Total	\$3,379,473.00
			Design Engineering	\$240,000.00
			Construction Engineering	\$300,000.00
			Publishing & Assessing	\$5,000.00
			Legal	\$5,000.00
			Contingencies	\$270,527.00
			TOTAL COST	\$4,200,000.00



**NOTICE OF AWARD**

Date of Issuance: August 14, 2024  
Owner: City of Mobridge  
Engineer: Moore Engineering, Inc. Owner's Project No.:  
Project: Water System Improvements Project: Part B Engineer's Project No.: 22024  
Contract Name: Water Treatment Rehabilitation  
Bidder: Sentry  
Bidder's Address: 1928 Calvin Drive, Watertown, SD 57201

You are notified that Owner has accepted your Bid dated July 24, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Contract No. 1 Water Treatment Plant General Construction Base Bid and Alternate 1 Decant Lift Station Modifications.

The Contract Price of the awarded Contract is \$2,689,900.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner three counterparts of the Agreement, signed by Bidder (as Contractor).
- 2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- 3. Other conditions precedent (if any): None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Mobridge  
By (signature): \_\_\_\_\_  
Name (printed): Gene Cox  
Title: Mayor  
Copy: Engineer



6.



427 SOUTH CHAPELLE  
C/O 500 EAST CAPITOL  
PIERRE, SD 57501-5070  
(605) 773-3595

RUSSELL A. OLSON  
AUDITOR GENERAL

July 12, 2024

Heather Beck, Finance Officer  
City of Mobridge  
114 1<sup>st</sup> Ave. East  
Mobridge, SD 57601

We have reviewed and accepted your audit report on the:

City of Mobridge  
(For the Year Ended December 31, 2023)

Our review was limited to the report and did not include a review of the working papers. Our limited review does NOT constitute a pre-issuance review.

It is our understanding that the Mobridge Tribune is the official newspaper for the City of Mobridge. If this is not the case, please inform me of the name of the current official newspaper.

Please present a copy of this letter to the governing board to indicate our acceptance of the audit report.

Yours very truly,

Russell A. Olson  
Auditor General

RAO:sld

cc: Cahill Bauer & Associates, LLC  
Certified Public Accountants  
PO Box 669  
Mobridge, SD 57601-0669

THIS DOCUMENT PREPARED BY:  
City of Mobridge  
114 1<sup>ST</sup> Ave. E  
Mobridge, SD 57601  
605-845-3509

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## GREENWOOD CEMETERY DEED

THIS INDENTURE made this 14<sup>th</sup> day of August 2024, by and between City of Mobridge, a municipal corporation, of the county of Walworth and the State of South Dakota, Grantor, and Stephen Aberle and Kaylynn Aberle, married, 2525 South Deframe Street, Lakewood, CO 80228-4743.

### WITNESSETH:

That the Grantor, in consideration of the sum of \$400.00 and other valuable consideration in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto said Grantee, her heirs and assigns, forever, the exclusive and entire right of interment or sepulture in Grave Number 8, in Lot 45, in Block Q as shown and numbered on the plat of the Greenwood Cemetery 1<sup>st</sup> Addition, now owned by the City of Mobridge, South Dakota, which is on file and of record in the office of the Register of Deeds of Walworth County, South Dakota, and recorded on page 44, Plat Book No. 4 of said Walworth County, South Dakota on November 8, 1961, together with all the ways, rights and privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said burial lot unto the said Grantee, her heirs and assigns forever for the purpose of Sepulture alone. AND UPON THIS CONDITION, that no sale or transfer of said burial lot of right of Interment shall be valid until the same shall be duly approved by the City Council and noticed and entered upon the books of said City kept for that purpose. AND UPON CONDITION ALSO, that the said burial lot shall at all times hereafter, and the owners thereof, be subject to the rules, regulations, conditions, restrictions, ordinances and provisions made at this time, or created hereafter, by the City Council of the City of Mobridge, for the government of lot holders, and visitors to the said cemetery.

IN WITNESS WHEREOF this indenture is the act and deed of the said City of Mobridge for the uses and purposes therein mentioned, the Mayor of the City, and the City Finance Officer of Mobridge, South Dakota, have hereunto subscribed their names in accordance with the provisions of the Ordinances of the City of Mobridge to Establish, Maintain and Regulate a Municipal Cemetery, and the Finance Officer has affixed hereto the Corporate Seal of the said City of Mobridge.

ATTEST:

\_\_\_\_\_  
City Finance Officer

\_\_\_\_\_  
City Mayor

Seal

State of South Dakota )      ss  
County of Walworth    )

On this \_\_\_\_ day of August, A.D. 2024, before me a Notary Public in and for said county and State, personally appeared Gene Cox and Heather Beck known to me to be the Mayor and City Finance Officer respectively, of the City of Mobridge, South Dakota, who executed the annexed instrument as such Mayor and City Finance Officer, and acknowledged to me that they executed the same, and affixed thereto the Corporate Seal of the City of Mobridge.

\_\_\_\_\_  
Notary Public

THIS DOCUMENT PREPARED BY:

City of Mobridge  
114 1<sup>ST</sup> Ave. E  
Mobridge, SD 57601  
605-845-3509

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## **GREENWOOD CEMETERY DEED**

THIS INDENTURE made this 14<sup>th</sup> day of August 2024, by and between City of Mobridge, a municipal corporation, of the county of Walworth and the State of South Dakota, Grantor, and Monica Bone Club, single, 2525 305 2<sup>nd</sup> Avenue West, Mobridge, SD 57601

### **WITNESSETH:**

That the Grantor, in consideration of the sum of \$400.00 and other valuable consideration in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto said Grantee, her heirs and assigns, forever, the exclusive and entire right of interment or sepulture in Grave Number 2, in Lot 15, in Block O as shown and numbered on the plat of the Greenwood Cemetery 1<sup>st</sup> Addition, now owned by the City of Mobridge, South Dakota, which is on file and of record in the office of the Register of Deeds of Walworth County, South Dakota, and recorded on page 44, Plat Book No. 4 of said Walworth County, South Dakota on November 8, 1961, together with all the ways, rights and privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the said burial lot unto the said Grantee, her heirs and assigns forever for the purpose of Sepulture alone. AND UPON THIS CONDITION, that no sale or transfer of said burial lot of right of Interment shall be valid until the same shall be duly approved by the City Council and noticed and entered upon the books of said City kept for that purpose. AND UPON CONDITION ALSO, that the said burial lot shall at all times hereafter, and the owners thereof, be subject to the rules, regulations, conditions, restrictions, ordinances and provisions made at this time, or created hereafter, by the City Council of the City of Mobridge, for the government of lot holders, and visitors to the said cemetery.

IN WITNESS WHEREOF this indenture is the act and deed of the said City of Mobridge for the uses and purposes therein mentioned, the Mayor of the City, and the City Finance Officer of Mobridge, South Dakota, have hereunto subscribed their names in accordance with the provisions of the Ordinances of the City of Mobridge to Establish, Maintain and Regulate a Municipal Cemetery, and the Finance Officer has affixed hereto the Corporate Seal of the said City of Mobridge.

ATTEST:

\_\_\_\_\_  
City Finance Officer

\_\_\_\_\_  
City Mayor

Seal

State of South Dakota )      ss  
County of Walworth    )

On this \_\_\_\_ day of August, A.D. 2024, before me a Notary Public in and for said county and State, personally appeared Gene Cox and Heather Beck known to me to be the Mayor and City Finance Officer respectively, of the City of Mobridge, South Dakota, who executed the annexed instrument as such Mayor and City Finance Officer, and acknowledged to me that they executed the same, and affixed thereto the Corporate Seal of the City of Mobridge.

\_\_\_\_\_  
Notary Public

8

**RESOLUTION 24-07, OPPOSITION OF IM 28**

WHEREAS Initiated Measure 28 was certified for the November 2024 General Election Ballot by the South Dakota Secretary of State;

WHEREAS Initiated Measure 28, if passed, would remove state, municipal and tribal taxes on all items sold for human consumption except alcohol and prepared food;

WHEREAS “human consumption” is undefined in South Dakota Codified Law or the South Dakota Constitution. Black’s Law Dictionary defines “consumption” as “the act of destroying a thing by using it; the use of a thing in a way that exhausts it.”;

WHEREAS South Dakota Codified Law 34-45-1(7) defines tobacco products as “any item made of tobacco intended for human consumption, including cigarettes, cigars, pipe tobacco, and smokeless tobacco, and vapor products as defined in § 34-46-20.”;

WHEREAS South Dakota Codified Law 10-52-2 allows incorporated municipalities to impose a tax on the sale, use, storage and consumption of items that conform in all respects to the state tax on such items up to two percent;

WHEREAS Initiated Measure 28 is in direct conflict with existing state law and the Attorney General’s explanation of the measure states legislative or judicial clarification would be needed if the measure passes;

WHEREAS The City of Mobridge levies a two-percent sales tax and collected \$2,055,155 in the 2023 fiscal year and \$1,168,272 year-to-date in the 2024 fiscal year;

WHEREAS The City of Mobridge estimates annual lost revenue of \$462,000 unless Initiated Measure 28 is rejected by voters in South Dakota;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Mobridge, that Initiated Measure 28 would negatively impact our community and its residents.

Dated this \_\_\_\_\_ day of August, 2024

CITY OF MOBRIDGE

BY: \_\_\_\_\_  
Gene Cox, Mayor

ATTEST:

\_\_\_\_\_  
Heather Beck, Finance Officer



# DON'T TAKE THE BAIT. VOTE NO ON IM-28.



## IT'S A TRAP TO FORCE HUGE CUTS OR NEW TAXES.

The individuals behind IM-28 say it repeals the tax on food. But the truth is, it repeals the tax on ANYTHING sold for human consumption, including tobacco products. As a result, passing IM-28 will create a gigantic hole in our state budget. Though the measure claims to have good intentions, it's actually very bad for South Dakotans. **Passing IM-28 will set us up for a state income tax** – which the vast majority of South Dakotans **DO NOT WANT**.

### A CLOSER LOOK - FIVE REASONS TO OPPOSE IM-28

**1. IM-28 eliminates sales taxes on MANY items other than food, cutting at least \$176 million in annual funds to the state.**

IM-28 prohibits South Dakota from collecting taxes on anything sold for human consumption, except alcohol and prepared food. Other items include tobacco, vaping products, CBD, mouthwash, toothpaste, aspirin, marijuana, beverages, toilet paper and much more.

And with 80% of our state expenditures going to education and health & human services, cutting \$176 million from our budget means South Dakota's children, patients and seniors would be most negatively affected by the passage of IM-28.

**2. IM-28 will kill cities and towns, preventing them from collecting sales taxes on the same items.**

Our communities are prohibited from taxing anything the state can't tax. This will cut a major source of revenue for South Dakota cities and towns, above the \$176 million loss to the state, resulting in additional local budget cuts affecting law enforcement, roads, pools and parks.

**3. IM-28 is a trap – deliberately setting us up for a state income tax.**

IM-28, by the way it is drafted, is deliberately MUCH broader than groceries and is designed to force South Dakota to implement a state income tax to replace the lost revenue.

**4. IM-28 will reduce funding for Tribal governments via sales tax compacts with the state.**

Tribes in South Dakota have compact agreements with the state to distribute a portion of sales tax collections to them; this would substantially diminish that funding source.

**5. IM-28 is poorly written and creates major problems.**

South Dakota has a low, broad-based sales tax (currently 4.2%) that has worked well for decades. Passing this sloppy, ill-conceived measure would be a huge mistake. We need to VOTE NO on IM-28.

### JOIN US IN OPPOSING IM-28

- South Dakotans Against a State Income Tax
- Coalition for Responsible Taxation
- Greater Sioux Falls Chamber of Commerce
- SD Association of Cooperatives
- SD Bankers Association
- SD Cattlemen's Association
- SD Chamber of Commerce & Industry
- SD Economic Development Professionals Association
- SD Education Association
- SD Farm Bureau
- SD Hotel & Lodging Association
- SD Licensed Beverage Dealers & Gaming Association
- SD Municipal League
- SD Music & Vending Association
- SD Petroleum & Propane Marketers
- SD Retailers Association

[www.NoSDIncomeTax.com](http://www.NoSDIncomeTax.com)

Paid for by South Dakotans Against a State Income Tax (SDCAT)

**VOTE NO**

**IM28**

## LEASE AGREEMENT

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Mobridge, South Dakota, hereinafter described as Lessor, and Mobridge Chamber of Commerce, Inc. hereinafter described as Lessee, witnesseth:

Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease and let unto the Lessee, and Lessee does hereby take and hire from Lessor the following described premises:

The Southwest office space of the Scherr-Howe Auditorium Building in Mobridge, South Dakota.

To have and to hold said premises from \_\_\_\_\_, 2024 to \_\_\_\_\_, 2027, provided however, upon 30 days prior notice, Lessor shall be entitled to terminate the lease with respect to the South Half (S1/2) of the Southwest office space of the Scherr-Howe Auditorium Building in Mobridge, South Dakota, leaving only the North Half (N1/2) of the Southwest office space of the Scherr-Howe Auditorium Building in Mobridge, South Dakota as the premises being leased.

Notwithstanding the forgoing, either party to this agreement may terminate this agreement upon 60 day written notice provided to the other party.

Lessee shall not be obligated to pay rental therefore, but in lieu thereof, Lessee shall be obligated to perform the services and covenants set forth herein.

Lessee is permitted to use the following rooms in the auditorium for storage purposes only, provided that Lessee shall keep and maintain said rooms in a neat and orderly fashion and that Lessor shall be entitled to keep a key and shall have access to the storage rooms for inspection purposes: \_\_\_\_\_

Lessee shall be obligated to monitor the activity and give tours of the Scherr-Howe Auditorium during normal business hours of Lessee. Lessee shall not be obligated to monitor the activity of the Auditorium when Lessee is not open for business to the public.

It is understood and agreed by and between the parties hereto that the Lessor shall furnish, without any additional expense to Lessee, the heat and electrical charges during the term of this Lease. The Lessor is to furnish air conditioning from 8:00 AM to 5:00 PM each day except on Saturdays, Sundays and holidays. Lessee shall be obligated to pay the telephone, janitor service, light bulbs and all other expenses in connection with the Lessee's use and occupation of the office space.

It is understood and agreed that the Lessee shall have the use of the bathroom facilities and entry way adjoining the office space. Lessee shall be obligated to perform light cleaning in the bathroom facilities to keep them in a clean and orderly condition, provided however, Lessor shall perform the main maintenance and significant cleaning duties in the bathroom facilities.

It is agreed that Lessee shall have the right to affix and attach advertising signs only as specifically authorized by the City Administrator to be installed, in accordance with the City Ordinances of the City of Mobridge, South Dakota and shall be liable for any damage to persons or property caused by the same and shall, at the end of the term of the Lease, remove said signs and repair the walls to their original condition as nearly as possible, all without expense to Lessor.

Lessee shall quietly and peacefully, at the end of the aforesaid term, quit and deliver up said premises in as good condition and state of repair, reasonable and ordinary tear and wear thereof excepted, as the same now are upon occupancy.

Lessee shall not make or suffer any waste thereon or thereof, and shall not assign or sublet the premises or any part thereof without first obtaining the written consent of Lessor on this Lease.

No animal, fish or reptile either alive or dead shall be allowed in the leased premises except service animals.

It is agreed if any term, covenant or condition or stipulation on the part of the Lessee to be by the Lessee kept and performed, shall be violated or neglected then and in either of such cases, the Lessee does authorize the Lessor to cancel and annul this Lease and re-enter and take possession of the premises, and remove all property and persons therefrom.

No waiver of any default of Lessee shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessee shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

The Lessee has examined the leased premises prior to the execution of this Lease and are satisfied with the physical conditions thereof, and agree to take the premises "as is" and further agree that their taking possession thereof shall be conclusive evidence of the receipt thereof in good and satisfactory order and repair and the Lessee further agrees that no representation as to the condition or repair thereof has been made by the Lessor, or any of its agents, which is not herein expressed or endorsed herein, and further agrees that no agreement or promise as to costs of utilities has been made and no promise or agreement to decorate, alter, repair, or improve, or to leave any equipment or furniture in the premises, either before or after the execution hereof, not contained herein, may have been made by the Lessor or any of its agents.

The Lessee agrees that they will, at their own costs and expense, make all repairs caused by their own acts and all necessary minor (under \$50.00) repairs for the upkeep of the property. It is, however, agreed that any damage occurring which is compensated under insurance policies

carried by Lessor thereon shall be repaired from the proceeds of such insurance to the extent that such insurance compensation covers the loss or damage incurred.

Upon the occurrence of any damage to said premises the Lessee shall immediately notify Lessor of such damage and take the necessary actions to prevent further damage to said premises.

Lessor reserves the right to enter upon the Premises at all reasonable times for the purpose of viewing the same, to make repairs and improvements which Lessor deems necessary.

Lessees shall not use or permit the Premises or any part thereof to be used for any purpose which will increase the rate of insurance upon the building located thereon, or cause the building to become uninsurable, nor shall Lessees sell or permit to be kept, stored, used or sold, in or about said premises, any article or substance which may be prohibited by standard form of fire insurance policy.

Lessees agree to keep the Premises and every part thereof, in a clean and wholesome condition and free from debris and rubbish at all times during the term hereof, and any extensions hereof.

In case the building on the premises shall, without any fault or neglect on the part of Lessee, be destroyed or be so injured by the elements or any other cause, so as to be unfit for occupancy, then the liability of the Lessee for the rent of said premises thereafter and all right to possession thereof, shall at once cease.

**LESSEE'S LIABILITY INSURANCE:** Except as to any negligence of the Lessor, Lessee will protect, indemnify and save harmless the Lessor from and against any and all loss, costs, damages and expenses occasioned by or arising out of any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in or upon the Premises, including the common area, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the Lessees or any person claiming through or under the Lessees. The Lessee further covenants and agrees that it will at its own expense procure and maintain casualty and liability insurance in a responsible company or companies authorized to do business in the state wherein the Premises are situated, in amounts of not less than \$1,000,000.00 for any one person injured, and \$1,000,000.00 for any one accident, and with the limits of \$1,000,000.00 for property damage, protecting the Lessor against such claims, damages, costs or expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident or other happening on or about the Premises during term thereof. Certificates or copies of said policies, naming the Lessor as insured shall be delivered to the Lessor within twenty (20) days from the date of the beginning of the term of this Lease and upon each renewal of the policies.

In the event that the Lessee shall fail to deliver to the Lessor certificates of such insurance, the Lessor may cause such insurance to be issued and bills for the premiums therefore shall be rendered by the Lessor to the Lessee at such times as the Lessor may elect, and shall be due from and payable by the Lessee or Lessor may elect to terminate this lease.

The relationship of the parties hereto is hereby declared to be solely that of Lessor and Lessee, and nothing herein contained shall be construed as affecting or constituting a partnership between the parties hereto, and the parties hereto expressly declare that it is not their intention in any respect whatsoever to form a partnership between themselves with the respect to the conduct of business upon the Premises and neither party shall have any right to obligate the other in any respect or manner or way whatsoever excepting as is herein provided.

It is mutually agreed all the covenants, terms and conditions of this Lease shall extend to and firmly bind the heirs, executors, administrators and assigns of the respective parties as fully as the respective parties are themselves bound.

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

Lessor: \_\_\_\_\_  
City of Mobridge  
By Gene Cox, Mayor

Lessee: \_\_\_\_\_  
Executive Director  
Mobridge Chamber of Commerce, Inc.



**July Building Permits**

11,

<b>Name</b>	<b>Location</b>	<b>Project</b>	<b>Cost</b>
Jim & Steph Koster	601 8th Ave West	40x40 Garage	\$108,160.00
Andrew Overland	1202 12th Street East	new 28'x48' building living quarters/ roomer house	\$100,000.00
Greg & Lorraine Mix	919 1st Ave East	enclose porch/removing chimney & rebuild for boiler exhaust/ 2 new 20' garage doors	\$13,500.00
Leroy Carlson	705 3rd Ave East	new sidewalk and patio	\$1,400.00
Dave Dekker	513 2nd Street East	Finish Demo House	\$1,400.00
			<b>Total \$224,460.00</b>

**5 Total Permits**

TO: Heather Beck, Mobridge City Administrator; Mobridge City Council

FROM: Mike Nehls, Code Enforcement Officer

REF: **Code Enforcement Update as of 7-31-24**

**Grass Violations: 7-1 to 7-31-24:** 47 properties tagged and letters sent to property owners; 12 properties abated by the City, 34 properties that complied, and 1 pending. **FY 2024 totals as of 7-31-24:** 166 properties tagged; 37 properties abated; 129 properties complied

**Nuisance violations: 7-1 to 7-31-24:** 28 total Nuisance violations: 10 sent or served Notices to Comply; 18 properties issued warnings. **FY 2024 totals as of 7-31-24:** 144 Nuisance violations; 83 sent or served Notices to Comply; 61 properties issued warnings. 8 properties have been abated for nuisance violations and 3 property owners have been issued summons.

There are currently 3 pending nuisance abatements. Tree inspections will start beginning the week of 8-12-24.

Mike Nehls, Code Enforcement Officer



Salaries	9,041.34	Mobridge Tribune, publishing	40.82
Accounts Management Inc., garnishment	714.88		<b>40.82</b>
Aflac, insurance	922.32	<b>PARK DEPARTMENT</b>	
Bantz, Gosch & Cremer, attorney services	85.50	Salaries	7,575.48
Carmen Gisi, refund	78.07	Auto Value Mobridge, repair & maintenance/other services	224.62
Century Business Products, copier lease	45.06	CHS River Plains, spraying	285.00
Credit Collections Bureau, garnishment	780.06	Commercial Recreation Specialists, tennis/ball field	2,843.00
Debbie Smith, refund	15.58	Davis Martin, contract labor	6,405.00
Delta Dental of SD, dental	392.00	Faehnrich Construction, tennis/ball fields	8,700.00
Emily Dale, refund	167.35	Grand Central, gasoline	116.25
First Interstate Bank, HSA contributions	4,975.36	MDU, utilities	760.44
First Interstate Bank, payroll taxes	40,142.44	Mobridge Hardware, spraying/supplies	202.87
High Point Network, computer software & hardware	298.36	Premier Equipment, repair & maintenance	2,828.16
KCL, insurance	257.87	Runnings Supply, repair & maintenance/spraying/supplies	305.60
Mastercard, computer software & hardware	82.73	SD Unemployment Insurance, unemployment compensation	23.55
Mobridge Tribune, publishing/supplies	96.39	Steven Jacobs, supplies	193.78
Payment Service Networks, credit card fees	54.95	Voyager, gasoline	1,556.44
SD Child Support Payment Center, garnishment	839.07	West River Telecommunications, utilities	280.44
SD Retirement System, retirement	26,012.47		<b>32,300.63</b>
SD State Treasurer, sales tax	3,443.88	<b>LIBRARY</b>	
SD Unemployment Insurance, unemployment compensation	11.41	Salaries	5,637.76
SDRS Supplemental Retirement, retirement	525.00	Bismarck Tribune, other services	175.99
Wellmark, insurance/prof. services	8,207.22	Center Point Large Print, books	50.34
West River Telecommunications, utilities	19.40	Century Business Products, supplies	126.05
	<b>97,208.71</b>	Dady Drug, supplies	64.47
<b>CITY ADMINISTRATOR</b>		High Point Network, computer software & hardware	520.10
Salaries	2,156.70	Ingram Library Services, books	303.45
Century Business Products, copier lease	45.06	MDU, utilities	1,124.41
Mastercard, computer software & hardware	63.65	Mobridge Climate Control, repair & maintenance	287.64
West River Telecommunications, utilities	88.67	Mobridge Hardware, repair & maintenance	139.96
	<b>2,354.08</b>	ODP Business Solutions, supplies	195.33
<b>GOVERNMENT BUILDINGS</b>		SD Unemployment Insurance, unemployment compensation	10.67
MDU, utilities	419.13	Tri-State Water, supplies	10.85
Midco, utilities	208.39	West River Telecommunications, utilities	172.64
Paylessfoods, supplies	5.98		<b>8,819.66</b>
Plunkett's, prof. services	76.78	<b>AUDITORIUM</b>	
Tri-State Water, supplies	20.70	MDU, utilities	1,946.16
West River Telecommunications, utilities	60.09	Mobridge Hardware, repair & maintenance	147.96
	<b>791.07</b>	SD Unemployment Insurance, unemployment compensation	1.98
<b>OLD CITY HALL</b>		West River Telecommunications, utilities	343.99
MDU, utilities	316.50		<b>2,440.09</b>
	<b>316.50</b>	<b>ZONING</b>	
<b>POLICE DEPARTMENT</b>		Salaries	1,035.78
Salaries	67,163.55		<b>1,035.78</b>
AT&T Mobility, telephone	683.41	<b>NATIONAL GUARD ARMORY</b>	
Axon Enterprise, equipment	6,919.56	USDA-Rural Development, loan payment	2,925.00
Cardmember Services, prof. services/vehicle maintenance	1,404.84		<b>2,925.00</b>
Century Business Products, copier lease	110.49	<b>PSAP</b>	
Fleet Services, gasoline/vehicle maintenance	3,155.45	AT&T Mobility, utilities	40.04
Gienger Sales & Services, supplies	260.00	Edmunds County, computer software & hardware	2,839.68
Grand Central, vehicle maintenance	207.50	High Point Network, computer software & hardware	462.36
High Point Network, computer software & hardware	1,175.60	Language Services, prof. services	90.00
Kiesler Police Supply, equipment	1,162.71	Valley Telecommunications, utilities	831.16
Lake Area Technical College Foundation, travel & conference	300.00	Venture Communications, utilities	424.09
Mastercard, other services/uniforms	278.95	West River Telecommunications, utilities	765.19
McLeod Printing & Office Supply, supplies	187.86		<b>5,452.52</b>
MDU, utilities	838.26	<b>24/7</b>	
Merkel's Foods, supplies	35.84	Salaries	2,035.13
Mobridge Hardware, repair & maintenance	23.28	Intoximeters, supplies	2,016.00
Mobridge Regional Hospital, prof. services	362.00	SD Unemployment Insurance, unemployment compensation	6.46
Oahe Vet, prof. services	310.00		<b>4,057.59</b>
Plunkett's, prof. services	71.81	<b>3B</b>	
SD Unemployment Insurance, unemployment compensation	51.67	Chamber of Commerce, other	21,620.88
West River Telecommunications, utilities	1,108.23		<b>21,620.88</b>
	<b>85,811.01</b>	<b>WATER DEPARTMENT</b>	
<b>FIRE DEPARTMENT</b>		Salaries	22,216.41
Salaries	700.00	AT&T Mobility, telephone	62.38
Auto Value Mobridge, truck maintenance	455.47	Aqua-Pure Inc., chemicals	5,401.76
Bridgemark Insurance Solutions, liability insurance	1,830.00	Auto Value Mobridge, small tools/equipment maintenance	269.93
MacQueen, uniforms/equipment	453.63	Avera Occupational Medicine, prof. services	304.00
MDU, utilities	316.51	Badger Meter, prof. services	107.40
Voyager, diesel/gasoline	3,540.75	Bridge City Small Engines, small tools/supplies	551.74
West River Telecommunications, utilities	33.74	Bridgemark Insurance Solutions, liability insurance	51.00
	<b>7,330.10</b>	Century Business Products, copier lease	45.05
<b>FIRE ADMINISTRATION</b>		Dakota Glass & Alignment, sup. in-house repair	25.00
Salaries	13,873.40	Graymont, chemical	5,235.68
Austin Stover, travel & conference	300.00	Gregg's Drilling & Excavating, prof. services	678.57
Colton Hunter, travel & conference	300.00	Hawkins, chemicals	2,358.15
Justin Sadler, travel & conference	300.00	High Point Network, computer software & hardware	568.72

**OTHER PROTECTION**

MDU, utilities 50.38

**14,113.40****STREET DEPARTMENT**

Salaries 13,897.84  
 AT&T Mobility, utilities 32.46  
 Auto Value Mobridge, repair & maintenance 296.60  
 Beadle's Sales, repair & maintenance 81.16  
 Cam Wal Electric, street lights 483.00  
 Central Deisel, equipment maintenance 49.22  
 Jensen Rock & Sand, cold mix 14,105.20  
 MDU, utilities/street lights 4,585.80  
 Merkel's Foods, supplies 45.92  
 Runnings Supply, supplies/spraying/repair & maintenance 626.92  
 SD Unemployment Insurance, unemployment compensation 6.42  
 West River Telecommunications, utilities 119.64

**34,330.18****SOLID WASTE COLLECTION**

Heartland Waste, prof services 24,483.25

**24,483.25****REGULATION & INSPECTION**

Salaries 2,771.90  
 Borah Automotive & Recycling, prof. services 450.00  
 Century Business Products, copier lease 45.05  
 Deputy Finance, postage 37.77  
 Grand Central, gasoline 93.55  
 Heartland Waste, city wide cleanup/prof. services 270.00  
 SD Unemployment Insurance, unemployment compensation 8.51  
 Verizon Wireless, telephones 42.68

**3,719.46****POOL**

Salaries 25,798.75  
 Coca-Cola Bottling Co., concession stand 1,232.00  
 Hawkins, chemicals 7,473.37  
 Mastercard, computer software & hardware/ repair & maintenance 932.25  
 MDU, utilities 4,736.04  
 Mobridge Candy, concession stand 2,295.93  
 Mobridge Hardware, supplies/repair & maintenance 651.22  
 Paylessfoods, concession stand/supplies 1,769.86  
 Riverside Home Furnishings, repair & maintenance 166.69  
 Runnings Supply, repair & maintenance/supplies 56.80  
 SD Unemployment Insurance, unemployment compensation 23.09  
 Splashtacular, repair & maintenance 3,850.00  
 West River Telecommunications, utilities 248.07

**49,234.07****CULTURE RECREATION**

High Point Network, computer software & hardware 4.95  
 SD Unemployment Insurance, unemployment compensation 5.80  
 Verizon Wireless, telephones 56.56

**67.31**

Homestead Building Supplies, repair &amp; maintenance 14.11

Keller Construction, machinery & equipment 803.60  
 MDU, utilities 4,785.58  
 Metering & Technology, water meters 2,402.96  
 Milbank Winwater Works, supplies 766.38  
 Mobridge Hardware, building maintenance/yard work/vehicle maintenance/equipme 845.44  
 Mobridge Tribune, publishing 146.89  
 NAPA Central, truck maintenance/supplies 442.86  
 Paylessfoods, supplies 152.13  
 Runnings Supplies, vehicle maintenance/oil, grease/equipment maintenance/small to 467.33  
 SD Dept. of Health, water samples 124.00  
 SD One Call, prof. services 12.60  
 SD Unemployment Insurance, unemployment compensation 27.18  
 Slater Oil, lp gas/gasoline/diesel 4,471.92  
 Sweeney Control Company, prof. services/repair & maintenance 2,601.35  
 US Postal Service, postage 416.08  
 USDA-Rural Development, loan payment 2,373.00  
 Verizon Wireless, telephones 33.46  
 Dakota Pump & Control, repair & maintenance 128.64  
 West River Telecommunications, utilities 340.72

**59,232.68****SEWER DEPARTMENT**

Salaries 15,280.27  
 AT&T Mobility, telephone 16.23  
 Auto Value Mobridge, truck maintenance 21.89  
 Century Business Products, copier lease 45.05  
 Dakota Glass & Alignment, repair & maintenance 337.78  
 Deputy Finance, postage 17.80  
 Fisher Scientific, chemicals 615.59  
 Great Northern Equipment, prof. services 600.00  
 Hawkins, chemicals 20.00  
 High Point Network, computer software & hardware 192.24  
 Homestead Building Supplies, buildings 65.98  
 MDU, utilities 3,190.50  
 Mobridge Hardware, supplies/small tools 22.76  
 Paylessfoods, supplies 13.14  
 Runnings Supplies, small tools/supplies 104.94  
 SD Dept. of Health, water samples 211.00  
 SD One Call, prof. services 12.60  
 SD Unemployment Insurance, unemployment compensation 10.66  
 Slater Oil, diesel/gasoline 962.68  
 US Postal Service, postage 416.08  
 West River Telecommunications, utilities 385.71

**22,542.90****AIRPORT**

Salaries 813.75  
 Cam Wal Electric, utilities 98.67  
 Dish TV, utilities 58.35  
 MDU, utilities 446.18  
 Runnings Supplies, supplies 187.94  
 Slater Oil, gasoline 17,477.72  
 West River Telecommunications, utilities 239.24

**19,321.85****CEMETERY**

Davis Martin, contract labor 1,400.00  
 Gregg's Drilling & Excavating, prof. services 9,050.00  
 MDU, utilities 59.51  
 Runnings, repair & maintenance 33.40

**10,542.91****510,802.83**