AGENDA

Mobridge City Council - Regular Meeting

Tuesday July 14, 2020 5:30 P.M.

Mobridge City Hall

1) **Call to Order & Roll Call**

2) **Pledge of Allegiance**

3) **Adopt Agenda**

4) **Approve Minutes**
   - June 9, 2020 Regular Meeting [1]
   - June 15, 2020 Special Meeting
   - June 24, 2020 Special Meeting

5) **Unfinished Business**
   - Approve 2nd reading Ordinance No. 985, an ordinance entitled: an ordinance approving the official zoning map of the City of Mobridge [2]
   - Approve 2nd reading Ordinance No. 986, an ordinance adding general commercial permitted uses to the permitted uses of highway commercial zoned areas [3]
   - Approve 2nd reading Ordinance No. 987, an ordinance to codify Mobridge zoning ordinances and amendments
   - Approve screw pump project for the Wastewater Plant [4]

6) **Adjournment**

7) **Swearing in of New Council** - Signing of the Council Code of Conduct [5]

8) **Call to Order & Roll Call**

9) **Elect President & Vice President**

10) **Public Forum and Visitors*****

11) **Department Head Reports**

Police Department – Chief Shawn Madison
- Approve the position of 911 Coordinator/Head Dispatcher

Water/Wastewater – Superintendent Kurt Schmaltz
- Approve a step increase for water employee Bo Kaiser, increasing his hrly wage from $18.16 to $18.41 eff. 6/22/20
- Approve the purchase of a new pump for the wastewater treatment plant in the amount of $16,500 [6]

Zoning – Jacque Rawstern, Zoning Officer - June Report [7]

12) **New Business**
   - Public hearing and approval of malt beverage license for the Mobridge Rodeo, Inc. [8]
   - Public hearing and approval of temporary liquor license for Mobridge Rodeo, Inc. [9]
   - Approve Mayor appointments [10]
   - Approve Banking Authorization Resolution [11]
   - Approve the surplus of 40 lights
   - Approve Resolution authorizing the execution of contractual documents with the State of SD for the receipt of Cares Act Funds to address the Covid-19 public health crisis [12]
   - Approve Covid Recovery Fund Reimbursement Agreement [13]
   - Approve 1st reading of Ordinance No. 988, an ordinance in revision of Chapter 9-13 of the ordinances of the City of Mobridge, South Dakota amending 9-13-14 Nuisance Trees/Right to Inspect [14]
   - Approve installation of camera system at auditorium and city park [15]
   - Approve a step increase for Alica Naasz, (completed 1 year) increasing her hrly wage from $15.80 to $16.15 eff. 7/20/20
   - Approve a step increase for Ryan Enderson, increasing his hrly wage from $23.76 to $24.09 eff. 7/6/2020
   - Approve cemetery deeds [16]

13) **Discussion and Information Item**
   - Financial Report [17]

14) **Payment of Bills** [18]

15) **Adjournment**

*** *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.*

****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
June 9, 2020

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 Tuesday, June 9, 2020 at 5:30 PM. Mayor Gene Cox, City Administrator/Finance Officer Heather Beck and the following council persons were present: Mound, Reichert, O'Connell, Yellow Boy (by phone) and Carlson. Laundreaux was absent.

AGENDA:
The agenda was approved on a motion by Reichert, second by Carlson and carried.

MINUTES:
Moved by Mound, second by O'Connell and carried, to approve the minutes from the May 12, 2020 regular meeting.

PUBLIC FORUM & VISITORS:
Lisa Briggs and Gary Steuck, Pizza Ranch, addressed the Council regarding the current Covid Ordinance. They requested the Council rescind the Ordinance so they may have more seating. Pizza Ranch is having to turn people away due to the table distancing requirement. Mound stated that she would like to see the City's Medical Officer consulted before the Council makes any decisions.

DEPT HEAD REPORTS:
Library – FULL TIME POSITION – Moved by Reichert, second by Mound and carried, to approve Assistant Library Director Staci Wilson from part time to a full time position effective June 8, 2020. This makes her eligible for full benefits. The library board eliminated 4 part time positions and made this position full time.

Fire Dept – Chief Doug Delaroi
NEW FIRE FIGHTER – Moved by Yellow Boy, second by Mound and carried, to approve adding Daniel Hunnel to the Fire Dept roster. This brings the total members to 22.

Zoning – Jacque Rawstern, Zoning Officer
BUILDING PERMITS - The following building permits were approved by the Zoning Officer for the month of May: Mobridge Rodeo Inc., 1100 East Grand Crossing, Phase II Renovations Bathrooms & Ticket Booths, $350,000; Tim Sjomeling, 321 10th Ave East, New Garage, $10,000, Anthony Zornes, 904 4th Ave West, Replace Window & New Egress Window, $2,000, James Prasek, 618 3rd Ave West, Basement Renovation & New Egress Windows, $21,000, Shawn Madison, 906 3rd Ave West, Replace Existing Fence, $900, Grant Lockner, 724 4th Ave, Renovation of Basement & New Egress Window, $5,000, Jeff Piatt, 28706 127th , Replacing Window & Replacing Deck, $5,000, Larry Holsing, 1106 4th Ave West, Adding Fence, $500, Clayton & Lori Delzer, 902 1st Ave East, New Garage, $22,000, Thomas L. O'Connell, 1222 Sunset Dr., Replacement Deck, $1,500, Mobridge Rodeo Inc., 1100 East Grand Crossing, Moving Fire Hydrant, $8,000, Eric Borah, 1101 North Main, New Fence, $5,000, Jesse Gunther, 6 4th Ave East, Replace stairs with Deck and Handicap Ramp, $6,000; Donn Dupper, 1204 Sunset Ave, Storage Shed, $9,000; Thomas & Brittany Knudson, 902 North Main, 24x40 Basketball Court, $2,000; Jed Gosch, 1007 8th Ave West, Chain Link Fence, $1,600; Lynn Lueder, 215 5th Ave East, Permit Extension original #LL0507 carport & Bungalow.

1ST READING ORD. 985 – Moved by Reichert, second by Mound and carried, to approve the 1st reading of Ordinance No. 985, an ordinance approving the official zoning map of the City of Mobridge.

1ST READING ORD. 986 – Moved by O'Connell, second by Carlson and carried, to approve the 1st reading of Ordinance No. 986, an ordinance adding general commercial permitted uses to the permitted uses of highway commercial zoned areas.

1ST READING ORD. 987 – Moved by O'Connell, second by Carlson and carried, to approve the 1st reading of Ordinance No. 987, an ordinance to codify Mobridge zoning ordinances and amendments.

RE-PLAT – Moved by Mound, second by O'Connell and carried, to approve the plat of Tract 1 Peterson Addition to Walworth County located in the SW1/4SW1/4, Section 16, T124N, R79W, 5th P.M., Walworth County, South Dakota. This plat was approved by the Zoning Board at their May 14, 2020 meeting.

ZONING BOARD MEMBER – Moved by Reichert, second by Carlson and carried, to approve the appointment of Lou Novich to a 3 year term to the Zoning and Planning Board.

NEW BUSINESS:

POOL EMPLOYEE – Moved by Mound, second by O'Connell and carried, to approve hiring Cadee Peltier for seasonal pool concession attendant at a wage of $9.30 per hour.

PAY REQUEST FOR RUNWAY PROJECT – Moved by Reichert, second by Carlson and carried, to approve pay request no. 11 to Morris, Inc. in the amount of $34,732.60 for the runway reconstruction project.

CHANGE ORDER RUNWAY PROJECT – Moved by Mound, second by Reichert and carried, to approve Change Order No. 3 with Morris, Inc. for the airport runway project, decreasing the project amount by $52,694.90 for weather delays.

DISCUSSION & INFORMATION ITEMS:

SPECIAL MEETING – Mayor Cox informed the Council there will be a special city council meeting on June 24, 2020 at 5:30 PM to canvas the June 23rd City election.

PAYMENT OF BILLS:

Moved by Carlson, second by O'Connell and carried, to approve the following bills for payment: Aflac, insurance, 803.96; American Red Cross, training, 722.00; American Water Works Assn., membership, 324.00; American Water Works Assn., membership, 162.00; Aqua Pure, chemicals, 459.75; Ascent Aviation Group, Fuel, 5,916.76; Avid Hawk, prof. services, 55.00; Banyon, prof. services, 395.00; Beadle Chev, repairs, 622.20; Cain Law Office, attorney services/prof. services, 6,160.00; Cam Wal Electric, utilities, 237.83; Cardmember Service, other, 608.64; Century Link, utilities, 223.39; Chamber of Commerce, other, 8,202.99; Clerk of Courts, garnishment, 300.00; Coca-cola, supplies, 220.00; Credit Collections Bureau, garnishment, 286.24; Dady Drug, supplies, 32.69; Dakota Glass & Alignment, vehicle maintenance/supplies, 94.70; Deputy Finance Officer, postage/supplies, 45.25; DISH, 37.29; Donovan Glerup, refund service, 27.66; Dwight Baumann, prof. services, 66.30; Econo Signs, supplies, 77.95; First National Bank, loan, 43,405.00; Fleet Services, gasoline, 1,074.04; Gas-n-Goodies, diesel/gasoline/supplies/training, 279.65; Gienger Sales, supplies, 80.00; Grand Central, repairs, 152.42; Great Western Bank, HS A contributions/payroll taxes/software/supplies/training/uniforms, 18,686.76; GTC Auto Parts, supplies, 234.25; Hach Company, chemical, 1,180.50; Hammer's Honda, maintenance & repair, 936.85; Hawkins, chemical, 9,089.69; Heartland Waste, prof services, 20,618.50; Hettinger-Mobridge Candy, 1,475.81; High Point Networks, computer repairs, 768.25; Homestead Building, supplies, 467.25; Ingram, books, 178.25; Jeff Jensen, pool pass refund, 135.00; Jensen Rock & Sand, prof services, 46,915.57; KCL, insurance, 441.29; Key Insurance, insurance, 793.00; Kiefer Aquatics, uniforms, 624.85; KLJ, prof services, 11,758.96; Language Line, Services, prof. service, 90.00; Lee & Jundt Auto Body, vehicle replacement, 250.00; Leora Griffith, refund service, 78.49; Lucky's Gas n More, gasoline, 169.71; Macqueen Emergency, vehicle maintenance, 16,526.82; Marco Inc., copier, 354.89; Matheson Tri-Gas, supplies, 22.69; MDU, utilities, 15,702.39; Merkel's Foods, supplies, 11.96; Metering & Technology, meters, 1,459.02; Midco, utilities, 185.00; Milbank Winwater, supplies, 842.86; Milliken Electric, maintenance/prof. services, 2,623.09; Mobridge Garden Club, supplies, 500.00; Mobridge Hardware, supplies, 1,337.20; Mobridge Tribune, publishing/supplies, 516.32; Morris Inc., prof services, 34,732.60; MRH Foundation, Refund Event, 950.00; MYO, supplies, 15,000.00; N & W Auto, vehicle maintenance, 533.00; Napa Auto Parts, supplies, 15.25; Oahe Landscapes, prof. service/repairs, 1,267.67; Oahe Vet, prof services, 250.00; Office Depot, supplies, 89.98; Payless Foods, supplies/training, 185.91; Payment Service Network, credit card fees, 4.95; Perman Trucking, prof. services, 980.00; Plunketts, prof services, 127.76; Prairie Heating & AC,

building maintenance, 363.17; Premier Equipment, supplies, 356.81; Railroad Management Co, prof. services, 258.95; Rees Communications, vehicle replacement, 392.00; Runnings, supplies, 2,401.98; Safe Slide Restoration, repair, 13,152.59; SD Dept. of Health, water samples, 559.00; SD Division of Child Support, garnishment, 256.62; SD Retirement, retirement, 14,023.28; SD State Treasurer, sales tax, 1,820.45; SDRS Supplemental Retirement, retirement, 150.00; Servall, supplies, 471.38; SF Car Cleaning, vehicle maintenance, 70.00; Slater Oil, gasoline/propane/diesel/oil, 2,248.04; Traffic Solutions, supplies, 350.00; Tri State Water, supplies, 34.40; Tyler Hearnen, prof services, 3,950.00; US Postal Service, postage, 647.23; USA Blue Book, supplies, 189.46; USDA-Rural Development, loan payment, 5,298.00; Valley Telecomm., utilities, 829.16; Venture Communication, utilities, 424.09; Verizon Wireless, cell phone, 418.88; Voyager Fleet, gasoline, 821.03; Wellmark BC/BS, health insurance, 15,721.87; West River Telecommunications, utilities, 2,276.50 ; WW Tire Service, Inc., tires, 509.56

Salaries: Administration – 6647.34; City Administrator – 5423.82; Police Dept – 56045.48; Fire Dept – 550.00; Street Dept- 11832.82; Pool – 5735.20; Park -7263.55; Library -4473.22; Zoning – 528.00; 24/7 - 183.00; Water Department – 17580.97; and Sewer Department -10929.04.

There being no further business to come before the council, the meeting adjourned at 6:00 PM on a motion by Carlson, second by O'Connell and carried.

Heather Beck, Finance Officer

Gene Cox, Mayor

Published once at the total approximate cost of $

MOBRIDGE CITY COUNCIL
SPECIAL MEETING
June 15, 2020

Pursuant to due call and notice thereof, a Special Meeting of the Common Council of the City of Mobridge, South Dakota was held at the City Hall in said City on Monday June 15, 2020 at 5:30 PM. Mayor Gene Cox, City Administrator/Finance Officer Heather Beck, and the following councilpersons were present: Mound, Laundreaux, Reichert, O'Connell, Yellow Boy (by phone) and Carlson.

Resolution 20-02, Amending Ordinance 984
Moved by Carlson, second by O'Connell and carried, to approve Resolution 20-02.

RESOLUTION NO. 20-02

WHEREAS, pursuant to Ordinance 984 the City of Mobridge may amend said Ordinance by Resolution.

WHEREAS, the City of Mobridge desires to amend Ordinance 984 to suspend and repeal those portions thereof which require individuals, businesses and organizations to take or refrain from certain actions.

NOW THEREFORE, be it RESOLVED,

That pursuant to paragraph 9 of Ordinance 984 the City of Mobridge does hereby repeal paragraphs 4, 5, 6, 7 and 8 of Ordinance 984.

BE IT FURTHER RESOLVED, that, pursuant to SDCL 9-19-13, this ordinance is necessary due to a health emergency, the immediate preservation of the public peace, health, safety, and welfare of the City and shall become effective at 12:00 a.m. on June 18, 2020.

There being no further business to come before Council, moved by Reichert, second by Laundreaux and carried to adjourn the meeting at 5:35 PM.

Heather Beck, Finance Officer

Gene Cox, Mayor

Published once at the total approximate cost of $

MOBRIDGE CITY COUNCIL
SPECIAL MEETING
June 24, 2020

Pursuant to due call and notice thereof, a Special Meeting of the Common Council of the City of Mobridge, South Dakota was held at the City Hall in said City on Wednesday, June 24, 2020 at 5:30 PM. Mayor Gene Cox, City Administrator/Finance Officer Heather Beck, and the following councilpersons were present: Mound, Laundreaux, Reichert, O'Connell, and Carlson. Yellow Boy was absent.

CANVASS OFFICIAL ELECTION – Mayor Cox appointed Reichert and O'Connell to canvass the election. The Board of Canvassers confirmed that the poll book and tally sheets matched.

Moved by Reichert, second by O'Connell and carried, to approve the canvass below (Carlson abstained):

Carlson	Guggulz
73	23

There being no further business to come before Council, moved by Mound, second by Reichert and carried to adjourn the meeting at 5:34 PM.

Heather Beck, Finance Officer

Gene Cox, Mayor

Published once at the total approximate cost of $

ORDINANCE NO. 985

AN ORDINANCE ENTITLED: AN ORDINANCE APPROVING THE OFFICIAL ZONING MAP OF THE CITY OF MOBRIDGE

BE IT ORDAINED by the City of Mobridge, South Dakota:

That pursuant to SDCL 11-6-1 the Official Zoning Map of the City of Mobridge, South Dakota as amended and as presented is hereby approved.

Said Official Zoning Map shall be identified by the signature of the Mayor, attested by the City Finance Officer and bear the seal of the City under the following words:

"This is to certify that this is the Official Zoning District Map of Ordinance No. 985 of the City of Mobridge, Walworth County, South Dakota effective as of the 10th day of August, 2020."

CITY OF MOBRIDGE

BY: _____
Gene Cox, Mayor

ATTEST:

_____
City Finance Officer

Passed First Reading:
Passed Second Reading:
Approved:
Published:
Effective:

ORDINANCE NO. 986

AN ORDINANCE OF THE CITY OF MOBRIDGE, SOUTH DAKOTA ADDING GENERAL COMMERCIAL PERMITTED USES TO THE PERMITTED USES OF HIGHWAY COMMERCIAL ZONED AREAS BY AMENDING 13.02 OF TITLE 13 OF THE ZONING ORDINANCES OF THE CITY OF MOBRIDGE

BE IT ORDAINED by the City of Mobridge, South Dakota:

That there shall be added to Title 13, 13.02 Permitted Uses, 1. Principal Uses the following:

P. All Principal uses as set forth in General Commercial Zoned areas as defined in TITLE 12, 12.02 Permitted Uses, 1. Principal Uses.

BE IT FURTHER ORDAINED by the City of Mobridge, South Dakota:

That there shall be added to Title 13, 13.02 Permitted Uses, 2. Conditional Uses the following:

B. All Conditional Uses as set forth in General Commercial Zoned areas as defined in TITLE 12, 12.02 Permitted Uses, 2. Conditional Uses.

APPROVED:_____
Mayor

Passed First Reading:_____
Passed Second Reading:_____
Adopted:_____
Published:_____
Effective:_____

ATTEST:_____
Finance Officer (SEAL)

ORDINANCE NO. 987

AN ORDINANCE ENTITLED:
AN ORDINANCE TO CODIFY
MOBRIDGE ZONING ORDINANCES AND AMENDMENTS

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MOBRIDGE:

SECTION 1. There is hereby adopted a codification of the Zoning Ordinances of the City of Mobridge, Walworth County, South Dakota.

SECTION 2. This code may be referred to as the "Code of Zoning Ordinances of 2020" or the "Mobridge City Zoning Ordinances" or the "Mobridge Zoning Code."

SECTION 3. Any act prohibited by this code, or any amendment hereto, for which a penalty is not herein prescribed, shall be punishable as a misdemeanor by fine or imprisonment, or both, to the extent permitted by the laws of South Dakota.

SECTION 4. An official copy of this code shall be filed in the office of the City Finance Officer and made available to persons desiring to examine the same. It shall be the duty of the Finance Officer to ensure that all subsequent amendments to this code are inserted in the official copy, amended parts noted or removed and new amendments in the form of supplements to be available to the holders of this code.

SECTION 5. All ordinances or parts of ordinances in conflict herewith, to the extent of such inconsistency, are hereby repealed; provided, however, that all ordinances pertaining to annexation; assessments; bonded indebtedness; budgets; buildings; contracts; fair housing; franchises; grant agreements; leases; loans; options; planning; property conveyances; sale, lease or contract to sell lands; subdivision plats; tax levies and other charges and zoning are not repealed; that the repeal of these would be contrary to and inconsistent with the intent of this ordinance. They shall continue in full force and effect and are not repealed.

SECTION 6. Resolutions are not repealed by this code.

SECTION 7. The repeal herein provided shall not affect any offense or act committed or any penalty or forfeiture incurred or any contract or right established or accruing before the date of this adopting ordinance.

SECTIONS 8. The repeal herein provided shall not affect any ordinance or resolution promising or guaranteeing the payment of money for the municipality, or authorizing the issue of any bonds or any evidence of indebtedness or any contract assumed by the municipality nor any responsibility made prior to the enactment hereof.

SECTION 9. It shall be unlawful for any person to change, alter or amend any part of this code, except by official action of the City Council. Anyone guilty of so doing shall be guilty of a misdemeanor and subject to such punishment as provided by law.

SECTION 10. If any chapter, article, section or subsection, sentence, clause or phrase of this code is for any reason declared to be unconstitutional or invalid by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions hereof.

SECTION 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed, to the extent of such conflict.

SECTION 12. This ordinance shall become effective upon its final adoption.

APPROVED:

_____
Mayor, Gene Cox

ATTEST:

_____
Finance Officer, Heather Beck

Passed First Reading: June 9, 2020

Passed Second Reading: July 14, 2020

Approved:

1st Publication: July 22, 2020

2nd Publication: July 29, 2020

Effective: August 19, 2020

Estimated flow rate – To be able to request pump quotes from suppliers, I estimated a flow rate of 1,500 gpm. This comes from a population of 3,500 people, 100 gallons per capita per day (average day) and a peaking factor of 6.0 for peak hour demand. This will be confirmed with more detailed analysis during final design. The head on the pumps will be approximately 25 feet based on drawings of the existing screw pumps.

Both centrifugal (submersible) and screw pumps

- Used to pump raw wastewater
- Both can be designed and would function adequately in this application.

Screw pumps

- Typically used "in larger facilities because of the high purchase cost. These pumps are popular because they are relatively easy to operate."[1]
- Because they are less common, manufacturer's representatives and maintenance contractors are less common. A service call may need to come from across the country rather than from across the state.
- Are used today primarily for high solids liquids that cannot be pumped with centrifugal pumps.
- Pass floating solids better than centrifugal.
- Motors are easily accessible for routine maintenance.
- Generally operate at lower speeds. Approximately 30 to 200 rpm vs 1,200 to 3,600 rpm for centrifugal. Theoretically this results in lower wear on moving parts. It make cavitation less likely.
- Would not require modifications to install permanent infrastructure to pull submersible pumps.
- May require additional concrete work to fit with the new screw.
- Comparison purposes budgetary numbers for this analysis include the following costs:
    1. Pumps – $135,000 (budgetary number from supplier)
    2. Installation/concrete work - $70,000

Centrifugal Pumps

- Are more widely used than screw pumps. There are several providers in the region that can service a submersible wastewater pump.
- Pumps (impeller and motor) can be removed from wastewater for maintenance. Pumps can be shipped to a service facility for maintenance rather than requiring on-site maintenance.
- I anticipate more rags getting caught compared to screw pumps. From other operators' experience, N-impellers help a lot with this. We might also consider using a "Deragger". http://deragger.com/
- Wide variety of materials available. For example with Flygt N-impeller pumps Hard-Iron (proprietary), grey iron and stainless steel impellers are available.
- Comparison purposes budgetary numbers for this analysis include the following costs:
    1. Pumps -$75,000 (budgetary number from supplier)
    2. Piping, rails, and installation - $35,000
    3. New concrete top and hatches on existing wet well - $10,000
    4. Overhead beam/hoist - $10,000
    5. Reroute electrical – $5,000

[1] EPA Wastewater Technology Fact Sheet In-Plant Pump Stations

6. Additional engineering (structural for hoist and beam) – approximately $5,000

Please note, these costs are for comparison only, they are not total project costs. Items that are common to both such as design, startup, bypass pumping, demo/removal of old pumps, electrical connection, controls reprograming, etc. are excluded.

When considering these costs, please also keep future replacement costs in mind. Items 2-6 of the submersible pump costs would be one-time costs. Future replacements on submersible pumps would be little more than the pumps themselves. If you make the switch to centrifugal pumps today, future replacements of the pumps would be significantly more cost effective. ($75k vs $135k) However, benefits of this will not show up for 20 to 25 years. A lot can change in that time frame so that benefit may never be realized.

Overall, I do not see either option as clearly superior. We expect the centrifugal pumps to be slightly less costly (approximately $60k) than the screw pumps for this installation. Given Kurt's preference for the screw pumps and the small margin between the two estimates, I lean toward screw pumps. There is a benefit to using technologies with which operators are familiar and that they know how to maintain. The operational benefits such as passing floating solids and lower opportunity to catch rags may outweigh the anticipated costs. Either choice is reasonable.

Organization Code of Conduct
City of Mobridge, SD

Purpose: The Mobridge City Council adopts this Code of Ethics and Conduct to assure that all elected and appointed officials, while exercising their office, conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of City government:

Act in the Public Interest – members will work for the common good of the people of Mobridge and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before them. Members shall support a positive and constructive work place environment for employees and for citizens and businesses dealing with the City.

Conduct of Members - Members shall refrain from abusive conduct or verbal attacks upon other members of Council, Boards and Committees, the staff, or public, both in person and in writing, including use of email and social media. Members shall work within the chain of command in the City's organizational structure by focusing on setting the policies and ordinances of the City. Members shall not interfere with the administrative functions or professional duties of City staff or impair staff in implementing council decisions. Members shall not use their position to unduly influence the deliberations or outcomes of Board and Committee proceedings.

Decisions Based on Merit - Members shall base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations. When making adjudicative decisions (those decisions where the member is called upon to determine and apply facts peculiar to an individual case), members shall maintain an open mind until the conclusion of the hearing on the matter and shall base their decisions on the facts.

Conflicts of Interest - Members shall not use their official positions to influence government decisions in which they have (a) a material financial interest, (b) a personal relationship which may give the appearance of a conflict of interest, or (c) a strong personal bias. A member who has a potential conflict of interest regarding a particular decision shall disclose the matter to the Mayor and/or City Attorney to analyze the potential conflict, which may include recusal from the decision.

Gifts Entertainment and Favors - Members shall not take advantage of services or opportunities for personal gain that is not available to the public in general (i.e., staff time, equipment use, supplies, or facilities). They shall refrain from accepting any gifts, entertainment, favors or promises of future benefits which might compromise their independence of judgment or action or give the appearance of being compromised.

Confidential Information - Members must maintain the confidentiality of all written and electronic materials and verbal information provided to members which is confidential or privileged. Members shall neither disclose confidential information without proper legal authorization, nor use such information for their personal, financial or other private interests.

For ease of reference the term "member" refers to any member of the City Council, Appointed positions, City Boards and Committees established by City ordinance or Council policy.

CONDUCT GUIDELINES

The Conduct Guidelines are designed to describe the manner in which elected and appointed officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Mobridge.

Elected and Appointed Officials' Conduct with Each Other in Public Meetings

Elected and appointed officials are individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. All have chosen to serve in public office in order to preserve and protect the present and the future of the community. In all cases, this common goal should be acknowledged even though individuals may not agree on every issue.

(a) *Honor the role of the chair in maintaining order*
It is the responsibility of the chair to keep the comments of members on track during public meetings. Members should respect efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason.

(b) *Practice civility and decorum in discussions and debate*
Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a democracy in action. Free debate does not require nor justify, however, belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

(c) *Demonstrate effective problem-solving approaches*
Members have a responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

Elected and Appointed Officials' Conduct with the Public in Public Meetings

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

(a) *Be welcoming to speakers and treat them with care and respect.*
While questions of clarification may be asked, the official's primary role during public testimony is to listen.

(b) *Be fair and equitable in allocating public hearing time to individual speakers.*
The chair will determine limits on speakers at the start of the public hearing process.

(c) *Maintain an open mind*
Members of the public must be given the opportunity to influence the thinking of elected and appointed officials.

Elected and Appointed Officials' Conduct with City Staff

Governance of a City relies on the cooperative efforts of elected officials who set policy, appointed officials who advise the elected, and City staff who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

(a) *Treat all staff as professionals*
Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected.

(b) *Do not disrupt City staff from performance of their duties*
Elected and appointed officials acting in their individual capacity should not attempt to influence City staff on the making of decisions, prioritizing work, inquiries into job applications, or granting of City licenses and permits. Elected and appointed officials should not disrupt City staff while they are performing their job functions in order to have their individual needs met.

(c) *Providing input about an individual employee*
Elected and appointed officials should not express concerns about the performance of a City employee in public, to the employee directly, or to the employee's manager. Comments about staff performance should only be made to the Mayor or City Administrator through private conversation or email and will be addressed through the chain of command.

(d) *Do not solicit political support from staff*
Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, etc.) from City staff.

Council Conduct with Boards and Committees

The City has established several Boards and Committees as a means of gathering more community input. Citizens who serve on Boards and Committees become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

(a) *If attending a Board or Committee meeting, be careful to only express personal opinions*
Councilmembers may attend any Board or Committee meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation – especially if it is on behalf of an individual or business – could be viewed as unfairly affecting the process. Any public comments by a Councilmember at a Board or Committee meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

(b) *Limit contact with Board and Committee members to questions of clarification*
It is inappropriate for a Councilmember to contact a Board or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Councilmembers to contact Board or Commission members in order to clarify a position taken by the Board or Commission.

(c) *Be respectful of diverse opinions*
A primary role of Boards and Committees is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Councilmembers may have a closer working relationship with some individuals serving on Boards and Committees, but must be fair and respectful of all citizens serving on Boards and Committees.

SANCTIONS

(a) *Acknowledgement of Organization Code Conduct*
Councilmembers who do not sign an acknowledgement that they have read and understand the Organization Code of Conduct shall be ineligible for Council committee assignments. Board and Committee members who do not sign an acknowledgement that they have read and understand the Organization Code Conduct are not eligible to continue their appointment.

(b) *Behavior and Conduct*
The Organization Code of Ethics and Conduct expresses standards of conduct expected for members of the Mobridge City Council, Boards and Committees. Members themselves have the primary responsibility to assure that the standards are understood and met, and that the public can continue to have full confidence in the integrity of government. The chairs of Boards and Commissions, the Mayor, and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Organization Code of Conduct are brought to their attention.

Councilmembers:
Councilmembers who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments or other privileges afforded by the Council. Serious infractions of the Organization Code of Conduct could lead to other sanctions as deemed appropriate by the Council.

Individual Councilmembers should point out to the offending Councilmember perceived infractions of the Organization Code of Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being questioned, then the matter should be referred to the Council President. It is the responsibility of the Mayor (or Council President) to initiate action if a Councilmember's behavior may warrant sanction. If no action is taken by the Mayor (or Council President), then the alleged violation(s) can be brought up with the full Council.

Board and Committee Members:
Counseling, verbal reprimands and written warnings may be administered by the Mayor to Board and Committee members failing to comply with Organization Code of Conduct. These lower levels of sanctions shall be kept private to the degree allowed by law. Copies of all written reprimands administered by the Mayor shall be distributed in memo format to the chair of the respective Board or Commission and the City Council.

The City Council may impose sanctions on Board and Commission members whose conduct does not comply with the Organization Code of Conduct, up to and including removal from office. Any form of discipline imposed by Council shall be determined by a majority vote of a quorum of the Council at a public meeting.

When deemed warranted, the Mayor or majority of Council may call for an investigation of Board or Commission member conduct. Also, should the City Administrator or City Attorney believe an investigation is warranted, they shall confer with the Mayor or Council. The Mayor

or Council shall ask the City Administrator or the City Attorney to investigate the allegation and report the findings.

These sanctions are alternatives to any other remedy that might otherwise be available to remedy conduct that violates this code or state or federal law.

IMPLEMENTATION

The Organization Code Conduct is intended to be self-enforcing and is an expression of the standards of conduct for members expected by the City. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, this document shall be included in the regular orientations for candidates for City Council, applicants to Board and Committees, and newly elected and appointed officials. Members entering office shall sign a statement (example below) acknowledging they have read and understand the Organization Code of Conduct. In addition, the Organization Code of Conduct shall be periodically reviewed by the City Council, Boards, and Committees, and updated it as necessary.

I affirm that I have read and understand the City of Mobridge Organization Code of Conduct for Elected and Appointed Officials.

_____ _____

Signature Date

6.

Dakota Pump & Control, Inc.
705 Quadee Drive SW
Watertown, SD 57201

Phone: (605)886-4672
Fax: (605) 886-4674

Quote

Date	Quote #
6/10/2020	7742

Quoted To:
Mobridge (City of) 114 1st Ave East Mobridge, SD 57601

Unless otherwise noted, this quote does not include freight and/or applicable taxes

Customer Phone	Customer Fax
605-845-2102	605-845-3309

Attn:	Kurt

Project	Rep
WWTP - RAS Pump	Dave

Description	Qty	U/M	Cost	Total
Option #1: Aurora Model 651A Repair Parts to Include: Impeller, Sst Imp Wear Ring, Double Mech Seal, Gaskets, Sst Shaft Sleeve, Bearings, Impeller Hardware, Sst Suction Cover Wear Ring	1	ea	14,100.00	14,100.00
Option #2: Complete New Aurora Wet Pump End w/same material options	1	ea	16,500.00	16,500.00
Estimated Travel Expenses and Installation (1 day)	1	ea	3,140.00	3,140.00

*Prices exclude freight, tax, motor and base.
*Price firm for 30 days.
*Delivery: Parts 7-8 weeks; Pump 14-16 weeks.
*Items not specifically listed or any unforeseen circumstances would be an additional cost.

Quote is valid for 30 days.
If Accepted; Terms: Net 30 days from time of shipment.
2% Interest per month will be charged after 30 days.
To purchase the equipment and/or services on this quote please sign and date in the space provided and return to DPC.

Subtotal	
Sales Tax	
Total	

Customer Signature

June Building Permits

Gerald Cadotte, 721 4th Ave, Pallet Fence, $150 **DENIED**

Johnny Marshall, 514 7th Ave East, Build Retaining wall, $650 **DENIED**

Naomie Wessel, 301 10th Ave West, Replacing Front Deck, $1,000

Nathan Ford, 603 7th Ave East, Repair Deck and New Patio Door, $2,000

Tristan & Arla Malmedal, 210 5th Ave East, Repair North Basement Wall & Egress Window, $2,000

Mark & Lavona Tisdell, 202 3rd Ave East, Sprinkler System, $4,000

Christine Olsen, 106 4th Ave, Moving Walls and New Roof Support, $6,500

Jennifer Coleman, 712 3rd Ave West, Replacing deck stairs & Finishing Basement, $10,000

James Prasek, 320 East Grand Crossing, Demolition of House, $11,000

Payton Wientjes, 905 4th Ave West, In Ground Deck, $750

City of Mobridge Street Dept. Shop, 15x20 concrete pad, $1,000

Oahe Car Wash, 622 West Grand Crossing, Retaining Wall, **Permit Extension**

Dominick Diniz, 305 Main Street, Fence Behind Business, $1,500

Total Permits: 10 Denied Permits: 2 Extension Permits: 1 Total: $40,550 in projects

Date Received _____
Date Issued _____

License No. 8

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Mobridge Rodeo Inc
PO Box 952
Mobridge SD 57601

Owner's Telephone #: 605 850-9989

B. Business Name and Address

Same
1100 East Grand Crossing
Mobridge SD 57601

Business Telephone #: _____

Place of business is located in a municipality? ☑ Yes ☐ No

County: Walworth

Do you own or lease this property? ☑ Own ☐ Lease

Are real property taxes paid to date? ☐ Yes ☑ No

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

- ☐ Retail (on-sale) Liquor
- ☐ Retail (on-sale) Liquor - Restaurant
- ☐ Convention Center (on-sale) Liquor
- ☐ Package (off-sale) Liquor
- ☐ Retail (on-off sale) Wine and Cider
- ☑ Retail (on-off sale) Malt Beverage & SD Farm Wine
- ☐ Package Delivery
- ☐ Hunting Preserve
- ☐ Other _____

Is this license in active use? ☐ Yes ☑ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

☑ Yes ☐ No **If Yes, please list on the back page.**

D. Legal description of licensed premise:

Portion of SE4 SW4 20-124-79

Have you ever been convicted of a felony? ☐ Yes ☑ No

E. State Sales Tax Number 1003-6756-ST

F. New license ☑ Transfer? ($150) ☐ Re-issuance ☐

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

Date 6/9/20 Print Name Michele Harrison Signature _____

H. APPROVAL OF LOCAL GOVERNING BODY – Notice of hearing was published on July 1, 2020. Public hearing on the application was held July 14, 2020, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐

Amount of fee collected with application $ 352.50

Amount of fee retained $ 152.50

Forwarded with application $ 150.00

For Local Government Use

(Seal) _____
Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL_____ **REVIEW**_____

Please complete the reverse side if applicable

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

Name of corporation/partnership/LP LLC Mobridge Rodeo Inc

Address of office and principal place of business of corporation/partnership/LP/LLC 1108 W Grand Crossing

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☐ Yes ☑ No

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

Name	Office	Address	Occupation
Rose Weninger	President	PO Box 952 Mobridge SD 57601	H&R Block
Jason Frazier	VP	Same	Plumbing
Michele Harrison	Treasurer	Same	Economic Develop.
Jen Larson	See	Same	Health Care

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name	Type of License, License Number, Financial Interest Held, and Address of Business Location
n/a	

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

Mobridge Economic Development 205 2nd Street East, Mobridge

With signature the applicant agrees to the following:

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

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

Signature of Authorized Officer/Director/Partner — **Date**

6/9/20

PAID 9.

JUN 24 2020 ck# 3615

City of Mobridge
Thank you!

CITY OF MOBRIDGE
APPLICATION FOR TEMPORARY ON-SALE / BEER / WINE PERMIT

Under SDCL 35-4 any municipality may issue a special malt beverage retailers' license, a special retail on-sale wine dealers' license and a special on-sale license to any civic, charitable, educational, or fraternal organization and to any other person who is licensed pursuant to SDCL 35-4-2 (4)(on -sale) 35-4-2 (12) (wine) 35-4-2(16) (malt beverage) in conjunction with a special event within the municipality. Educational does not include any elementary, secondary, or higher educational institution in the public school system of this state. Any license cannot exceed fifteen consecutive days. If there is a street dance, qualified security personnel must be provided to maintain order during the street dance. A fee in the sum of $75.00 per day of the event must accompany this application. (2010)

Name of Applicant: Mobridge Rodeo, Inc
Organization, club, corporation, individual

Name of Person Completing Application: Michele Harrison

Address of Applicant: 1100 East Grand Crossing PO Box 957
Street address, city, state, zip Mobridge SD 57601

Telephone # of Applicant: 605 850 9989
Day *Evening* *Cell*

Name of Event Chairperson (in case of emergency): Michele

Telephone Numbers: 605 850-9989
Day *Evening* *Cell*

Name of Event: Jung / Dale Wedding

Purpose of Event: Wedding reception

Date(s) of Event: From: 8/29/20 To and Including: 8/29/20

Event Times: Start Time: 5:00 End Time: 1:30

Alcohol Served: Start Time: 5:00 End Time: 1:30

Type of Alcohol to be served: ✓ Beer ✓ Wine ✓ Liquor

Location of Event (describe location and attach diagram of enclosed area with egress(s) clearly marked where the alcohol is to be possessed or consumed):

Rodeo grounds tent area

Approximate number of persons expected to attend: 200

Describe Security to be Provided and Name of Security: Rodeo & wedding party

10

City of Mobridge

2020 Council Appointments

Mayor Cox
- Police
- Finance
- Rail Authority
- School Board Rep

Ward I

Reichert
- Police
- Finance
- Water & Sewer
- Library

Jensen
- Auditorium
- Parks
- Airport

Ward II

Laundreaux
- Airport
- Auditorium
- Streets

Yellow Boy
- Fire
- Police
- Zoning

Ward III

Carlson
- Parks
- Streets
- Zoning

Mound
- Housing
- Water & Sewer
- Fire

Library Board:
Amy Cerney (2021)
LeeAnn Mack (2022)
Lynn Mertz (2021)
Michele Yellow Boy (2023)
Tom Zerr (2022)

Zoning Board
Tom Singer (2023)
Liz Ford (2022)
Lou Novich (2023)
Ken Rossow (2021)
Lillian Wientjes (2021)

Parks Board
DJ Taylor (2021)
Chris Fried (2020)
Ryan Kemnitz (2022)
Dan Richards (2022)

Housing Board
Chris Fried (2021)
Jade Mound (2022)
Todd Wagner (2023)
Amy Cerney (2022)
Open (2024)

Appointed Employees and Officers:

Finance Officer/City Administrator:
Heather Beck

Chief of Police:
Shawn Madison

Fire Chief:
Doug DeLaRoi

Assistant Fire Chief:
James Bieber

Fire Department Secretary:
Kelly Silbernagel

Fire Dept. Safety Officer:
Ryan Ries

Zoning Officer:
Jacque Rawstern

Health Officer:
Dr. Robert Marciano

11.

RESOLUTION NO. 20-04

BANKING AUTHORIZATION RESOLUTION

WHEREAS, The City of Mobridge is a Municipality under the laws of South Dakota; and

WHEREAS, The City of Mobridge has authorized Mayor Gene Cox, Council President _____, and Finance Officer Heather Beck to act on behalf of the City of Mobridge to open any deposit or share accounts in the name of the Municipality; and

WHEREAS, The City of Mobridge will require two (2) of the three (3) signatures for any transaction; and

WHEREAS, The City of Mobridge will obey all of the rules of Wells Fargo Bank, Dacotah Bank, SD FIT and Great Western Bank,

NOW, THEREFORE BE IT RESOLVED, That the City of Mobridge shall be entitled to operate and maintain bank accounts at Wells Fargo Bank, Dacotah Bank, SD FIT and Great Western Bank in Mobridge, South Dakota and all transactions in said accounts shall require signatures of any two of the following persons: Mayor Gene Cox, Council President _____, or Finance Officer Heather Beck.

Effective this 14th day of July, 2020.

CITY OF MOBRIDGE

BY: _____
Gene Cox, Mayor

ATTEST:

_____
Heather Beck, Finance Officer

City of Mobridge Resolution Number 2020-03

A RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTUAL DOCUMENTS WITH THE STATE OF SOUTH DAKOTA FOR THE RECEIPT OF CARES ACT FUNDS TO ADDRESS THE COVID-19 PUBLIC HEALTH CRISIS

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the "CARES Act"), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the City of Mobridge acknowledges that the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the City of Mobridge acknowledges that in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, may allocate CARES Act funds Act on a statewide basis to reimburse counties and municipalities as delineated herein; and

WHEREAS, the City of Mobridge seeks funding to reimburse eligible expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the City of Mobridge acknowledges that any request for reimbursement of expenditures will only be for expenditures that were not accounted for in the budget for the City of Mobridge most recently approved as of March 27, 2020; and

WHEREAS, the City of Mobridge acknowledges that it will only seek reimbursement for costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Mobridge that the _____ of Mobridge may execute any and all documents as required by the State in order to receive CARES Act funds.

It is further

RESOLVED that any request for reimbursement will be only for those costs authorized by the State that: (1) Are necessary expenditures incurred due to the public health

emergency with respect to COVID-19; (2) Were not accounted for in the City budget most recently approved as of March 27, 2020; and (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

It is further

RESOLVED that the City will not request reimbursement from the State under the CARES Act for costs for which the City previously received reimbursement, or for which the City has a reimbursement request pending before another source.

Approved and adopted this 14 day of July, 2020.

Gene Cox, Mayor
City of Mobridge, South Dakota

ATTEST:

Heather Beck, Finance Officer
City of Mobridge, South Dakota

STATE OF SOUTH DAKOTA

LOCAL GOVERNMENT COVID RECOVERY FUND REIMBURSEMENT AGREEMENT

This Agreement made and entered into by and between the Bureau of Finance and Management, a state agency, of 500 East Capitol Avenue, Pierre, South Dakota, (the "State") and the City of Mobridge , a political subdivision of the State of South Dakota, of 114 1st Avenue East , Mobridge , South Dakota (the "Sub-recipient").

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the "CARES Act"), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19"); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the Sub-recipient acknowledges that the State may, in its discretion, utilize CARES Act funds in order to assist counties and municipalities individually or on a statewide basis, all while ensuring compliance with the CARES Act; and

WHEREAS, in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, has allocated a portion of said funds on a statewide basis to reimburse counties and municipalities for COVID-19 expenditures as delineated herein; and

WHEREAS, the Sub-recipient is a county or municipality and seeks funding to reimburse expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the Sub-recipient acknowledges that any request for reimbursement of expenditures will only be for expenditures which were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and

WHEREAS, the Sub-recipient will only seek reimbursement for costs incurred during the period that began on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State retains discretion, consistent with the CARES Act and related U.S. Department of Treasury ("Treasury") guidance, to act on a statewide basis to ensure efficient and responsible use of available CARES Act funds and avoid duplicating benefits through overlapping programs at the county or municipality level.

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, the State hereby enters into this Agreement for reimbursement of certain expenditures with Sub-recipient.

1. The Sub-recipient will submit to the State a reimbursement request, along with such supporting documentation acceptable to the State in its sole and absolute discretion, evidencing any eligible expenditure for which the Sub-recipient seeks reimbursement under this Agreement.

   A. The Sub-recipient hereby declares that it does understand, agree, represent, and warrant that reimbursement under this Agreement will only be claimed for the purpose of covering allowable, allocable, and reasonable expenditures actually made by the Sub-recipient and that such costs:

      (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;

      (2) Were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and

      (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

   B. The Sub-recipient separately represents and warrants that it will not claim reimbursement under this Agreement for expenditures 1) for which Sub-recipient previously received reimbursement from another source of funds including, but not limited to, other federal programs; or 2) for which Sub-recipient has a reimbursement request pending before another source of funds including, but not limited to, other federal programs. In the event Sub-recipient determines either of the conditions above apply to a reimbursement request that is pending or has been paid under this Agreement, it shall immediately provide notice to the State and withdraw its request or repay such funds provided hereunder, as applicable.

   C. The Sub-recipient confirms the State may rely upon the foregoing representations and warranties in sections 1.A. and 1.B. on a continuing basis. Additionally, the Sub-recipient agrees submission of a reimbursement request shall act to reaffirm its representations and warranties as of the date of each such reimbursement request.

   D. The Sub-recipient understands that further guidance concerning the authorized uses of federal COVID-19 funds is likely to become available on an ongoing basis due to the emergency nature of the federal program funding. The Sub-recipient therefore expressly agrees to be bound by the terms of any additional guidance the State may provide without further amendement of this Agreement, provided the State distributes such guidance via a circular memorandum, letter ruling, official

interpretive statement, FAQ, or other similarly formal expression of the State's position with respect to the administration of its federal award.

E. To the extent further instruments, documents, or amendments may in the State's discretion become necessary either to achieve the purposes of this Agreement or to ensure the Sub-recipient's performance of its obligations herein, the Sub-recipient agrees it will execute such additional instruments, documents, or amendments at the State's request.

2. This Agreement shall be effective March 1, 2020 through December 30, 2020, unless sooner terminated pursuant to the terms hereof.

3. Compliance with Laws and Federal Sub-recipient Status

The Sub-recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to this Agreement, and will be solely responsible for obtaining current information on such requirements. By accepting this Agreement, the Sub-recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

A. This Agreement specifically creates a recipient-sub-recipient relationship between the State and the Sub-recipient for federal funding purposes. As such, the Sub-recipient agrees to execute the Sub-recipient Responsibilities Annex contained in Annex A hereto. Upon execution, the Sub-recipient Responsibilities Annex shall be incorporated fully into this Agreement.

B. In the event of a conflict between the provisions of the Sub-recipient Responsibilities Annex and those set forth in this Agreement, the terms and conditions of this Agreement shall prevail. Until execution of the Sub-recipient Responsibilities Annex and its incorporation into this Agreement, the State will have no obligation for reimbursement under this Agreement.

C. The Sub-recipient understands and agrees that, in addition to the obligations in this Agreement, it will comply with all elements of the Uniform Grant Guidance (2 CFR 200.0 *et seq.*). Sub-recipient further understands and agrees that its obligation with respect to the Uniform Grant Guidance is an essential aspect of its performance under this Agreement and extends to, but is not limited to, the following:

- Conflict of interest;
- Mandatory disclosures;
- Pre- and post-award requirements;
- Cost principles;
- Financial reporting;
- Pass-through/sub-recipient requirements;

- Audit requirements.

4. Conditioned on the availability of funds, the State will make payment upon receipt and approval of a reimbursement request supported by such documentation required in Section 1 above. Consistent with currently applicable Treasury guidance, the State will allocate $200 million of its CARES Act funding on a statewide basis for reimbursement of county and municipal COVID-19 expenditures. In order to ensure an equitable allocation of said amount among counties and municipalities, this amount has been further allocated among those various jurisdictions consistent with the general per capita allocation approach provided for in Treasury guidance. The foregoing notwithstanding, Sub-recipient agrees this is a reimbursement agreement and that Sub-recipient has no present or otherwise vested interest in or entitlement to receive the full calculated amount of any allocation and under no circumstances is Sub-recipient entitled to any advance payment of such allocation. The TOTAL CONTRACT AMOUNT for any county or municipality is not fixed and is ascertainable only to the extent to which the Sub-recipient incurs costs eligible under this Agreement and funding remains available. Further, the Sub-recipient understands the amount allocated for the purposes of this Agreement is subject to change at the State's sole discretion as a result of subsequent federal guidance, changing needs, or other conditions associated with COVID-19 response. There is no guarantee of Sub-recipient's reimbursement until the State actually makes payment. Payment under this Agreement will be made consistent with SDCL ch. 5-26.

   Sub-recipient acknowledges that when necessary to ensure efficient use of CARES Act funds, to comply with the CARES Act and related Treasury guidance, or to meet the needs of South Dakota, the State's use of funds on behalf of local governments satisfies Treasury guidance that may indicate a state should transfer 45 percent of its allocation to local governments.

5. Sub-recipient will adopt and use proper methods of administering the assistance requested through this Agreement, including the enforcement of any obligations imposed by law for carrying out this grant and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. The foregoing responsibility for administration is in addition to any specific requirements outlined in Annex A or found in federal law or regulation, including those in 2 CFR 200.0 *et seq.*

6. Indemnification and Remedies

   A. The Sub-recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability, costs, attorney fees, or other proceedings that may arise as the result of its performance hereunder.

   B. The State is providing funds hereunder on the basis of the Sub-recipient's undertakings in this Agreement. In addition to any other rights and remedies provided for elsewhere in the Agreement, including its Annex A, the Sub-recipient hereby agrees to repay the State an amount equal to any amount

disallowed by a subsequent audit or investigation, or the amount determined by a subsequent audit or investigation, as well as any excess funds it receives from the State under this Agreement. As security for, and additional comfort of, its ability to perform its repayment obligation under this Agreement, the Sub-recipient hereby grants to State a right of offset and intercept for any State funding or payment to which the Sub-recipient is entitled, now or in the future, for so long as any repayment obligation created by this section 6.B. remains unsatisfied.

C. The various rights, powers, options, elections, and remedies of the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law, and shall in no way affect or impair the right of the State to pursue any other contractual, equitable, or legal remedy to which the State may be entitled. The election by the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

7. This Agreement may be terminated by either party hereto upon thirty (30) days written notice, but in any event, this Agreement is automatically terminated on December 31, 2020. In the event the Sub-recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. The State may terminate this Agreement by providing reasonable notice, which notice may be less than ten (10) days, of its intent to reallocate all remaining funding to another COVID-19 response purpose and establishment of a date after which reimbursement for Sub-recipient's expenditures will no longer be available. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for reimbursement requests received prior to the date of termination. Without limiting the foregoing, and in order to a) ensure all reimbursements under this Agreement remain chargeable to federal funds under the CARES Act and not to State funds; and b) to ensure CARES Act funds may be reallocated to ensure full utilization for COVID-19 response throughout the state, the State may additionally establish a date prior to termination after which it will no longer accept reimbursement requests and provide notice of the same to Sub-recipient under Section 18 herein.

8. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. If the State reallocates funds as contemplated in section 4 and remaining funding is insufficient to reimburse the Sub-recipient, this Agreement will be deemed terminated by the State Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

9. This Agreement may not be assigned without the express prior written consent of the State. Except otherwise provided for herein, this Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

10. The State agrees to provide technical assistance regarding the State's rules, regulations, and policies to the Sub-recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

11. Sub-recipient certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

12. State's Right to Approve Subcontractors, Sub-Sub-Recipients, and Others

A. The Sub-recipient will not use subcontractors or sub-sub-recipients to perform work under this Agreement without the express prior written consent of the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-recipient will cause its subcontractors, sub-sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-sub-recipients. The Sub-recipient is required to assist in this process as needed.

B. The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

13. Sub-recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

14. The Sub-recipient agrees to abide by all applicable provisions of the following:

Byrd Anti Lobbying Amendment (31 USC 1352); Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180); Drug-Free Workplace; Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Drug Abuse Office and Treatment Act of 1972; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; Age Discrimination Act of 1975; Americans with Disabilities Act of 1990; Pro-Children Act of 1994; Hatch Act; Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended; Clean Air Act; Federal Water Pollution Control Act; Charitable Choice Provisions and Regulations; Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38; the Violence Against Women Reauthorization Act of 2013;and American Recovery and Reinvestment Act of 2009, as applicable; any other nondiscrimination provision in the specific statute(s) under which application for federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

15. The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient review of any reimbursements made hereunder, including records and documents regarding applications, determination for eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. Sub-recipient's obligations above shall in no way limit the application of the additional record requirements outlined in Annex A – Sub-recipient Responsibilities Annex.

16. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars ($100,000) or more, by signing this contract the Sub-recipient certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this contract. The Sub-recipient further agrees to provide immediate written notice to the State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.

17. This Agreement, together with all amendments and attachments hereto, is a public record. Subject to the provisions of SDCL 1-27 referenced below, the parties further agree that all supporting documentation for reimbursements under this Agreement is a public record, may be posted online by the State, and in any case will be made available upon

request to members of the public. Confidential information or information protected from disclosure under SDCL 1-27 may be removed or redacted from any posting.

18. Any notice or other communication required under this Agreement shall be in writing and sent to the addresses set forth above. Notices shall be given by and to **Liza Clark** on behalf of the State, and by and to **Contact Name** , on behalf of the Sub-recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

19. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

20. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

21. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

22. The State acknowledges this Agreement is authorized under the provisions of SDCL § 5-18A-9 and that per SDCL § 5-18D-21(6) this Agreement is exempt from the bidding provisions of SDCL §§ 5-18D-17 to 5-18D-20, inclusive.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE	**SUB-RECIPIENT**
By:	By:
Liza Clark, Commissioner Bureau of Finance and Management	Gene Cox , Mayor City of Mobridge
Date	Date

ANNEX A

STATE OF SOUTH DAKOTA
BUREAU OF FINANCE AND MANAGEMENT

Sub-recipient Responsibilities Annex
Between

the City of Mobridge 114 1st Avenue East **City, State, Zip**	**State of South Dakota** **Bureau of Finance and Management** **500 E. Capital Avenue** **Pierre, SD 57501**
Referred to as Sub-recipient	**Referred to as State**

The State and Sub-recipient hereby enter into this Sub-recipient Responsibilities Annex (together with the Reimbursement Agreement, the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) may be inserted below or may be included in an attached Exhibit A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective as provided for in Section 2 of the Reimbursement Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):

A. The Sub-recipient will undertake and complete the work or performance as described in Exhibit A.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("Cares Act")). The amounts are indicated in Exhibit A, line f.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-recipient agrees to allow the State to monitor Sub-recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-recipient. In the event Sub-recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-recipient by the State, shall be retained in Sub-recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-recipient's established record retention policies.

All payments to the Sub-recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-recipient.

7. AUDIT REQUIREMENTS:

If Sub-recipient expends $750,000 or more in federal awards during the Sub-recipient's fiscal year, the Sub-recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-recipient expends less than $750,000 during any Sub-recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-recipient must be made available if needed and upon request at the Sub-recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-recipient attests to the following requirements as set forth in SDCL § 1-56-10:

(A) A conflict of interest policy is enforced within the recipient's or Sub-recipient's organization;

(B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-recipient's website;

(C) An effective internal control system is employed by the recipient's or Sub-recipient's organization; and

(D) If applicable, the recipient or Sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-recipient's website.

Sub-recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, Sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

The State will prepare the closeout documents for grants less than $250,000, which will consist of a (1) signed request to close the grant from the subrecipient. The State will prepare the closeout documents for grants $250,000 or more, consisting of (1) a signed request to close the grant from the subrecipient and (2) an accounting from the subrecipient of all costs expended in conjunction with the grant. The State will review the accounting for accuracy or necessary corrections and upon verification of accuracy the State will submit the closeout to the federal agency for final reconciliation. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the closeout. If either the final financial report or the final audit discloses an overpayment to the sub-recipient, the State may, at its option, either require the sub-recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the sub-recipient under this Agreement or under any other agreement between the sub-recipient and the State.

10. PROCUREMENT

Sub-recipient agrees to follow procurements standards as found in 2 CFR 200.317 through 2 CFR 200.326 and SDCL 5-18A.

11. COST PRINCIPLES:

Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. PROPERTY MANAGEMENT STANDARDS:
The sub-recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

13. LICENSING AND STANDARD COMPLIANCE:
The sub-recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The sub-recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-recipient.

D. AUTHORIZED SIGNATURES:

[SIGNATURE PAGE FOLLOWS]

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Insert Sub-recipient's Authorized Signature Name and Title	Date
Liza Clark, Commissioner, Bureau of Finance and Management	Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

a. Sub-recipient's name (which must match the name associated with its DUNS number):

b. Sub-recipient's DUNS number and unique entity identifier:

c. Federal Award Identification Number (FAIN):

d. Federal Award Date: March 27, 2020

e. Sub-award Period of Performance: *March 1, 2020 to December 30, 2020*

f. Amount of federal funds obligated to the sub-recipient by this agreement: To Be Determined

g. Total amount of the federal funds obligated to the sub-recipient:

h. Total amount of the federal award committed to the sub-recipient:

i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("Cares Act").

j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Awarding Agency: U.S. Department of the Treasury
Pass-through Entity: SD Bureau of Finance and Management
Contact Information: Monte R. Kramer
605-773-4743

k. CFDA No(s) and Name(s): 21.019 – Coronavirus Relief Fund

l. Is the grant award for research and development (R&D)? Yes ___ No __X__

m. Indirect Cost Rate for federal award: Not Applicable

ORDINANCE NO. 988

AN ORDINANCE ENTITLED:
AN ORDINANCE IN REVISION OF CHAPTER 9-13
OF THE ORDINANCES OF THE CITY
OF MOBRIDGE, SOUTH DAKOTA AMENDING 9-13-14
Nuisance Trees / Right to Inspect

BE IT ORDAINED by the City of Mobridge, South Dakota:

That Ordinance 9-13-14 of CHAPTER 9-13 Nuisance Trees/Right to Inspect of the Revised Ordinances of the City of Mobridge, South Dakota shall be amended to read as follows:

9-13-14 Nuisance Trees / Right to Inspect

The state forester or his/her official designee has the authority to enter onto private property whereon there is located a tree, shrub, plant or plant part that is suspected to be a public nuisance. A public nuisance shall be any tree with an infectious disease or insect problem; dead or dying trees; trees or shrubs whose limbs obstruct street lights an utility poles, traffic signs, the free passage of pedestrians or vehicles or a tree that poses a safety hazard. The minimum clearance of any overhanging portion thereof over a sidewalk shall be eight (8) feet whenever practicable, and shall be fourteen (14) feet over all streets an alleys except truck thoroughfares when the clearance shall be sixteen (16) feet, unless otherwise designated by the City Council

APPROVED:_____
Mayor

ATTEST:_____
Finance Officer (SEAL)

Passed First Reading:_____
Passed Second Reading:_____
Adopted:_____
Published:_____
Effective:_____

West River Telecom

we are technology • voice • data • wireless • monitoring/security • more

March 6th, 2020
City of Mobridge
845-3555

Thank you for giving WRT the opportunity to work with you on a surveillance system. We have provided the following proposal for the lease of a surveillance system, including equipment and estimated labor costs to install surveillance at the ***Scheer-Howe Arena and the City Park***. Please note taxes are not included. Proposal valid for 90 days. If you decide you no longer want to continue leasing the equipment, you have the option of returning the equipment, yourself at no cost or have WRT remove it at our hourly rate. **Customer responsible for installing poles and getting conduit to those poles in the park.** *(WRT members will receive Capital Credits on this installation labor).*

		Monthly Reoccurring
•	32 Channel NVR	$29.50
•	10TB Hard Drive	$18.95
•	(12) IP Deputy Dome 4MP - (City Park)	$83.40
•	(8) IP Deputy Dome 4MP – (Scheer-Howe)	$55.60
•	(1) PTZ Lookout 2MP – (Scheer-Howe)	$25.95
•	(2) Network Extenders – (Library to Park)	$9.90
•	(1) 16 Port PoE Switch– (Scheer-Howe)	$16.95
•	(1) 16 Port PoE Switch - (City Park)	$16.95
	Monthly Total	**$257.20**

		Nonrecurring
•	**Labor**	**$7600**
•	(1) Hoffman Weatherproof housing	$180
•	(20) Electrical box for Dome cameras	$500
•	(1) PTZ Long Wall Mount	$80
•	Miscellaneous Materials	$900
	Total	**$9260**

Customer Signature_____ **Date of Acceptance**_____

If you have any questions, please contact me at 748-2211 ext. 4234 or via email at aaronw@westriv.com.

Thank you, Aaron Wick, WRT Installation & Repair Manager

Proposal

☑ New ☐ Existing ☐ Change

☑ WAN ☐ LAN

Non-recurring / Installation Charges				Month to Month
Description		*Qty*	*Rate*	
Installation		3	$ 30.00	$ 90.00
	Total Non-recurring Charges			$ 90.00
Total				**$ 90.00**

Recurring Monthly Charges				Month to Month
Service Type		*Qty*	*Rate*	
WAN Extension				
*see locations below	1/1 Mbps		$ 39.95	$ -
	10/10 Mbps		$ 49.95	$ -
	100/100 Mbps	3	$ 69.95	$ 209.85
	250/250 Mbps		$ 89.95	$ -
	500/500 Mbps		$ 109.95	$ -
	1000/1000 Mbps		$ 159.95	$ -
IP Address(es)			$ 8.00	$ -
	Total Monthly Charges			$ 209.85
Total				**$ 209.85**

Remarks:

Install WAN Extensions for City of Mobridge.
Bill to: City of Mobridge, 114 1st Ave E, Mobridge, SD 57601
Contact is
*Locations include:
City of Mobridge 110 1st Ave E
Scherr-Howe Arena 212 Main St
A H Brown Public Library 521 Main St N

Rates:

West River Telecom. Coop. (WRT) agrees to provide the above referenced services at the quoted rates.
The above rates in bold do not include any applicable and mandated Federal/State charges or taxes.
Rates are per WRT's Tariff and are subject to change.

Conditions and Requirements:

Quote is valid for 30 days.
Any existing IP addresses may need to be changed.
Charges are per location and require local phone service at each location unless bandwidth is 500 Mbps or greater.
Taxes are not included in quote.

Quoted by: Shannon Aasedh
Date: 03/06/20

City of Mobridge

Company

Signed

Title

Date

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

GREENWOOD CEMETERY DEED

THIS INDENTURE made this 14th day of July, 2020, by and between City of Mobridge, a municipal corporation, of the county of Walworth and the State of South Dakota, Grantor, and Lynn Mertz, 1305 Kennedy Dr., Mobridge, SD 57601.

WITNESSETH:

That the Grantor, in consideration of the sum of $800.00 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 Numbers 1 and 2, in Lot 33, in Block Q as shown and numbered on the plat of the Greenwood Cemetery 1st 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 July, A.D. 2020, 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

City of Mobridge
Bank Statement Reconciliation
6/30/2020

Account #	Account Description	
000-10100	CASH - Payroll	1,780.06
101-10100	CASH	2,075,783.56
101-10520	Investments	-
101-10710	Pool - Restricted Donations	2,024.00
101-10740	Armory	35,100.00
101-10750	K-9	-
101-10300	PETTY CASH	430.00
211-10100	CASH - 3B	6,744.56
221-10100	CASH - Special Park Gift	2,608.17
221-10520	Investments	-
224-10100	CASH	27,126.42
224-10520	Investments	
260-10100	CASH - E-911	451,076.72
281-10100	CASH - 24/7	97,745.50
302-10100	CASH - Storm Sewer Debt Service	12,311.53
303-10100	CASH - Pool Debt Service	66,319.49
502-10100	CASH- Storm Sewer Project Fund	-
504-10100	CASH - Airport Project Fund	-
505-10100	CASH - Pool Project Fund	-
512-10100	CASH - Mural Restoration	-
515-10100	CASH- Bike Path Trail	34,152.74
518-10100	CASH - Library Expansion Project	-
519-10100	CASH - Riverfront Devel. Restricted	2,000.00
602-10100	CASH- Water Fund	1,213,852.56
602-10520	Investments	-
602-10700	Restricted Cash	23,777.20
604-10100	CASH - Sewer Fund	1,374,358.09
604-10520	Investments	-
606-10100	CASH - Airport Fund	26,979.52
607-10100	CASH - Cemetery Fund	33,411.78
607-10720	Restricted Cash - Sprinklers	2,571.42
607-10520	Investments	-
680-10520	Investments	-
680-10100	CASH - Water & Sewer Main	70,607.16
	Cash per Books	**5,560,760.48**

Reconciling Items

Unsure	0.00
Total Reconciling items	**0.00**

Petty Cash

Assistant Finance Officer	150.00
Finance Officer	75.00
City Administrator	75.00
Police Department	75.00
Pool	55.00
Auditorium	-
Total Petty Cash	**430.00**

Account Description	Amount
Wells Fargo Checking	593,133.85
Great Western Bank Checking	1,730,724.80
Dacotah Bank CDs (April)	28,152.87
Great Western Bank CD's	1,788,282.37
SD FIT MM	1,400,135.81
SD FIT CD	-
Library Checking Account	47,809.38
Petty Cash	430.00
Cemetery Sprinkler System Checking	-
Northern Oahe CISD Team	490.42
Police Positive	3,741.60
DARE	6,094.54
Total Cash in Banks	5,598,995.64
Plus Outstanding Deposits	236.53
Less Outstanding Checks	(38,471.69)
Reconciling Items	0.00
Cash per Bank	**5,560,760.48**

ADMINISTRATION	7/14/2020
Salaries	7,221.00
Aflac, insurance	803.96
Clerk of Courts, garnishment	300.00
Credit Collections Bureau, garnishment	286.24
Dan & Shalena Zeller, utility refund	42.41
Great Western Bank, HS A contributions	6,915.96
Great Western Bank, payroll taxes	47,231.58
Great Western Bank, supplies	15.96
KCL, insurance	486.79
Marco, Inc., copier	66.97
Mobridge Rodeo Inc., advertising	4,000.00
Mobridge Tribune, publishing	102.30
Quality Quick Print, supplies	77.06
SD Division of Child Support, garnishment	769.86
SD Retirement, retirement	14,312.36
SD State Treasurer, sales tax	3,570.40
SDRS Supplemental Retirement, retirement	150.00
Wellmark BC/BS, health insurance	16,124.42
West River Telecommunications, utilities	111.80
	95,368.07

CITY ADMINISTRATOR	
Salaries	8,135.73
Cain Law Office, attorney services	120.00
CNA Surety, prof. services	50.00
High Point Networks, computer repairs	223.75
Marco, Inc., copier	66.98
Office Depot, computer & software	42.43
Payment Service Network, credit card fees	4.95
SD Unemployment, liability insurance	36.99
West River Telecommunications, utilities	71.69
	616.79

GOVERNMENT BUILDINGS	
MDU, utilities	309.03
Milliken Electric, maintenance	3,213.00
Mobridge Climate Control, repairs & maintenan	557.80
Mobridge Hardware, supplies	14.99
Payless Foods, supplies	10.60
Runnings, supplies	7.29
Tri State Water, supplies	18.20
	4,130.91

ELECTION	
Bonita May, other services	215.00
Carol Godkin, other services	215.00
Gas-N-Goodies, supplies	7.25
Great Western Bank, supplies	43.67
Jade Mound, other services	215.00
Mobridge Tribune, publishing	125.50
	821.42

OLD CITY HALL	
MDU, utilities	169.88
	169.88

POLICE DEPARTMENT	
Salaries	89,475.86
Allen Bohle, building maintenance	73.24
Brady Fuhrer, prof. services	200.00
Cardmember Service, other	69.75

PARK DEPARTMENT	
Salaries	19,040.99
Davis Martin, mowing contract	280.00
Gas-N-Goodies, gasoline/supplies	120.53
Gienger Sales, supplies	157.00
Grand Central, other services	10.00
GTC Auto Parts, supplies	502.98
Homestead, supplies	22.78
Lindskov Implement, supplies	419.56
MDU, utilities	554.37
Mobridge Candy, supplies	85.94
Mobridge Hardware, supplies	519.01
Mobridge Lawn Spraying, spraying	1,920.00
Oahe Landscapes, prof. service	70.59
Premier Equipment, equipment & machinery	7,199.99
Runnings, supplies	2,000.62
SD Unemployment, liability insurance	68.08
Slater Oil, gasoline	356.31
Verizon Wireless, cell phone	54.37
Voyager Fleet, gasoline	752.23
Walworth Co. Landfill, other services	5.00
	15,099.36

LIBRARY	
Salaries	7,647.56
Center Point Large Prints, books	46.74
Dady Drug, supplies	115.70
EBSCO, other services	381.57
Ingram, books	274.34
Klein Museum, books	26.99
Library Director, supplies, postage	51.65
MDU, utilities	578.77
Mobridge Hardware, supplies	141.87
Mobridge Tribune, other services	45.00
Office Depot, supplies	477.33
Pfitzer Pest Control, prof. services	100.00
SD Unemployment, liability insurance	23.07
Servall, supplies	32.95
Tri State Water, supplies	9.10
West River Telecommunications, utilities	97.36
	2,402.44

AUDITORIUM	
Cummins Sales & Service, prof. services	455.11
Great Western Bank, supplies	85.19
MDU, utilities	1,069.62
State Chemical Solutions, supplies	317.56
West River Telecommunications, utilities	95.13
	2,022.61

NATIONAL GUARD ARMORY	
USDA-Rural Development, loan payment	2,925.00
	2,925.00

ZONING	
Salaries	792.00
Deputy Finance, postage	6.95
Office Depot, supplies	42.44
United Postal Services, postage	62.50
	111.89

RR Crossing Debt Services

Cummins Sales & Service, prof. service	455.11
Dady Drug, supplies	27.22
Dakota Glass, vehicle maintenance	58.27
Fleet Services, gasoline	2,541.03
Grand Central, prof. services	95.00
Great Western Bank, supplies	364.00
GTC Auto Parts, supplies	26.36
Homestead Building Supplies, supplies	23.29
Marco, Inc., copier	66.98
McLeod's Printing & Office Supplies, supplies	188.98
MDU, utilities	618.06
Mobridge Hardware, supplies	25.96
NAPA Auto Parts, repairs & maintenance	334.48
Oahe Vet, prof services	310.00
Office Depot, supplies	199.03
Payless Foods, supplies	136.00
Plunketts, prof services	62.05
Runnings, supplies	51.99
SD Unemployment, liability insurance	128.99
Verizon Wireless, cell phone	134.51
Walworth Co. Treasurer, prof. services	42.40
West River Telecommunications, utilities	559.37
	6,792.07

FIRE DEPARTMENT

Salaries	
Gas-n-Goodies, diesel	40.24
GTC Auto Parts, supplies	20.33
Lucky's Gas n More, gasoline	33.78
Macqueen Emergency, vehicle maintenance	674.34
MDU, utilities	169.88
Runnings, supplies	31.57
West River Telecommunications, utilities	77.63
	1,047.77

OTHER PROTECTION

MDU, utilities	25.72
	25.72

SOLID WASTE COLLECTION

Heartland Waste, prof services	20,431.50
	20,431.50

STREET DEPARTMENT

Salaries	17,301.75
Cam Wal Electric, utilities	396.00
Faehnrich Construction LLC, prof. services	984.30
GTC Auto Parts, supplies	65.42
Homestead Building Supplies, supplies	386.92
Jensen Rock & Sand, prof services	16,953.15
MDU, utilities	4,414.06
Mobridge Gas, LP	10.10
Mobridge Hardware, supplies	278.88
Quenzer Electric, street lights	490.57
Rockmount Research, supplies	304.92
Runnings, supplies	507.94
Sanitation Products, supplies	288.44
SD Unemployment, liability insurance	36.99
Sherwin Williams, supplies	1,195.58
Slater Oil, propane	1,768.05
Verizon Wireless, cell phone	31.27
Walworth Co. Landfill, prof. services	28.00
Dept. of Transportation, debt services	25,405.96
	25,405.96

3B

Chamber of Commerce, other	6,744.56
	6,744.56

PSAP

Language Line, Services, prof. service	90.00
PowerPhone, Inc., prof. services	587.00
Valley Telecomm., utilities	835.16
Venture Communication, utilities	424.09
Verizon Wireless, utilities	40.01
West River Telecommunications, utilities	455.06
Zuercher Technologies, computer software	5,827.50
	8,258.82

24/7

Salaries	244.01
	0.00

WATER DEPARTMENT

Salaries	27,320.52
Central Diesel, repair & maintenance	198.00
Core & Main, supplies	418.44
Cummins Sales & Service, prof. service & repair	1,346.69
Dakota Pump & Control, repairs/maintenance	1,828.37
Deputy Finance Officer, postage	269.61
Ethanol Products, chemicals	1,955.98
Gienger Sales, supplies	80.00
Graymont, chemical	4,018.43
Great Western Bank, software/supplies	776.70
Gregg's Drilling & Excavating, prof. services	2,355.97
GTC Auto Parts, supplies	15.00
Hawkins, chemical	1,012.50
HF Scientific,	286.47
Marco Inc., copier	66.98
MDU, utilities	5,399.35
Milbank Winwater, supplies	181.42
Mobridge Hardware, supplies	417.14
Payless Foods, supplies/training	49.90
Runnings, supplies	542.19
SD DENR, prof. services	1,400.00
SD Dept. of Health, water samples	149.00
SD One Call, prof. services	15.23
SD Unemployment, liability insurance	48.64
US Bank, water tower loan	18,274.35
US Postal Service, postage	269.61
USA Blue Book, supplies	466.92
USDA-Rural Development, loan payment	2,373.00
Verizon Wireless, cell phone	106.61
West River Telecommunications, utilities	227.34
	44,549.84

SEWER DEPARTMENT

Salaries	17,070.39
Cummins Sales & Service, prof. service/repairs	3,494.12
Deputy Finance Officer, postage	269.61
Environmental Resource Assoc., water samples	432.81
Epic International, supplies	5,441.71
Fisher Scientific, supplies/chemical	867.94

West River Telecommunications, utilities	99.35
	28,239.94
REGULATION AND INSPECTION	
Heartland Waste, prof services	1,659.40
	1,659.40
POOL	
Salaries	25,447.48
Coca-Cola, supplies	1,320.25
Gas-n-Goodies, training	30.08
Great Western Bank, equipment	217.50
Hawkins, chemicals	8,599.98
Hettinger-Mobridge Candy	2,651.85
M&M Electric, repairs	742.24
MDU, utilities	5,307.15
Merkel's Foods, supplies	208.57
Mobridge Hardware	142.06
Mobridge Regional Hospital, training	200.00
Payless Foods, concession stand/supplies	1,123.12
Runnings, supplies	85.87
SD Unemployment, liability insurance	58.59
Servall, supplies	346.96
West River Telecommunications, utilities	79.14
	21,113.36

Great Western Bank, software	71.31
Hach Company, supplies	533.64
Homestead, supplies	309.54
Marco Inc., copier	66.98
Matheson Tri-Gas, supplies	72.60
MDU, utilities	3,212.09
Minnesota Valley Testing Lab., water samples	127.00
Mobridge Hardware, supplies	280.73
Office of Fire Marshal, prof. services	120.00
Payless Foods, supplies	46.97
Quenzer Electric, repairs	265.20
Runnings, supplies	1,266.39
SD Dept. of Health, water samples	462.00
SD One Call, prof. services	15.23
SD Unemployment, liability insurance	30.24
Slater Oil, diesel	182.00
US Bank, loan	24,950.13
US Postal Service, postage	269.61
Verizon Wireless, cell phone	52.11
West River Telecommunications, utilities	264.89
	43,104.85
AIRPORT	
Cam Wal Electric, utilities	97.64
DISH	37.29
KLJ, prof services	5,290.91
MDU, utilities	323.99
Payless Foods, supplies	31.07
Tyler Hearnen, prof services	3,950.00
West River Telecommunications, utilities	167.57
	9,898.47
CEMETERY	
Davis Martin, prof. services	1,365.00
MDU, utilities	37.34
Mobridge Lawn Spraying, prof. services	1,745.00
Oahe Landscapes, prof. service	79.50
	3,226.84
	344,167.47