AGENDA
Mobridge City Council - Regular Meeting
Tuesday March 9, 2021 5:30 P.M.
Mobridge City Hall

1) Call to Order & Roll Call

2) Pledge of Allegiance

3) Adopt Agenda

4) Approve Minutes
   ➢ February 9, 2021 regular meeting

5) Public Forum and Visitors***

6) Department Heads
   Water Department – Superintendent Kurt Schmaltz
   • Approve purchase and install of boiler for the Wastewater Treatment Plant

   Fire Dept – Chief Doug Deleroi
   • Approve proposed location of new fire hall
   • Approve non-firefighter member Hudson Frankfurth

   Zoning – February report

7) Unfinished Business
   ➢ Approve 2nd reading Ordinance No. 991, amending S-4-A-2 collection – residential service
   ➢ Approve 2nd reading Ordinance No. 992, amending 11-4-1 k. definition of use, pertaining to charges of the sewer system[6]
   ➢ Approve 2nd reading Ordinance No. 993, amending 11-4-4 service charges pertaining to charges assessed for the sewer system [7]
   ➢ Approve 2nd reading Ordinance No. 994, amending 11-2-15 pertaining to who is liable for payment of water rates and fees [8]
   ➢ Approve 2nd reading Ordinance No. 995, amending 9-3-1 (d) pertaining to materials which can be used to construct driveways in front, side and rear yards

8) New Business
   ➢ Public hearing for CDGB wastewater screw pump project and approval of Resolution 21-04
   ➢ Approve step increase for Josh Fischer (street) increasing his hrly wage from $18.33 to $18.64
   ➢ Approve seasonal employees and salaries for 2021
   ➢ Approve cemetery deed transfers
   ➢ Approve airport lease transfer
   ➢ Approve pay request for airport beacon project to Muth Electric in the amount of $2,493.20
   ➢ Approve advertising for bids for the Apron Rehabilitation and Taxi-lane Reconstruction Project
   ➢ Approve the authorization of Beck hiring the election board at $200 for the election day and $15 hr. training
   ➢ Approve County agreements

9) Discussion and Information Item
   ➢ Equalization Meeting March 15, 2021 – need quorum
   ➢ District 7 Meetings – March 24, 2021 5:30 PM Virtual

10) Payment of Bills

11) 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
February 9, 2021

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, February 9, 2021 at 5:30 PM. Mayor Gene Cox, City Administrator/Finance Officer Heather Beck and the following councilpersons were present: Mound (by phone), Laundreaux, Reichert, Jensen, Yellow Boy and Carlson.

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

MINUTES:
Moved by Reichert, second by Mound and carried, to approve the minutes from the January 12, 2021 regular meeting.

PUBLIC FORUM & VISITORS:
No one was present to address the Council.

DEPT HEAD REPORTS:
Police Department – Chief Shawn Madison

MOU WITH SHERIFF – Chief Madison presented the Council with an Memorandum of Understanding for transport services. The agreement states that the Walworth County Sheriff's will transport arrestee’s to the designated jail facility after an arrest is made by the MPD. The agreement also states that of the Sheriff’s Office is not able to transport due to manpower or other unexpected circumstances the MPD will assist. Moved by Reichert, second by Carlson and carried, to approve the Memorandum of Understanding with the Walworth County Sheriff’s Office.

GRANT FROM SD DEPT OF PUBLIC SAFETY – Chief Madison reported that the PSAP was awarded a grant from the SD Dept of Public Safety. The grant will pay 100% of the cost of replacing the radios. Moved by Laundreaux, second by Reichert and carried, to approve the purchase of radios from Rees Communications at a cost of $27,045.

Jensen entered the meeting at 5:36 PM.

The City was also awarded a grant to replace the generator at the PSAP and move the current generator to the water tower where their radios are stored. The share to the City is proposed at 30%. Moved by Laundreaux, second by Reichert and carried, to approve the purchase of a generator from Milliken Electric and moving a generator in the amount of $45,000.

Water Department – Superintendent Kurt Schmaltz

GIS MAPPING PROJECT – Moved by Carlson, second by Reichert and carried, to approve the proposal from SD Association of Rural Water Systems for GPS locating and digitizing sewer and water lines, valves, hydrants, pump stations, clean outs, etc for a cost of $20,890.00. This will put all the data into software for ease of use and storage.

BOILER – The purchase of a boiler for the Wastewater plant was tabled.

Fire Department – Chief Doug Delaroj

LOAN FROM CITY – Chief Delaroj requested a zero interest loan to refurbish a grass truck. Moved by Carlson, second by Mound and carried, to approve the zero interest loan in the amount of $30,000 for a 5 year term. Payments of $6,000 will be due March 1st of every year until paid in full.

Zoning – Zoning Officer Jacque Rawstern

BUILDING PERMITS - The following building permit was approved by the Zoning Officer for the month of January: Tim & Connie Frailing, 1615 North Main Street, 18x28 Garage Addition.
OLD BUSINESS:
STEP INCREASE – Moved by Carlson, second by Mound and carried, to approve a step increase of .25 for Matt Reichert effective November 23, 2020. Reichert abstained.

HOME ACQUISITION GRANT – Beck updated the Council on the grant from SD Department of Public Safety. The City was approved through the Hazard Mitigation Grant Program to acquire a home located at 807 1st Ave W due to constant flooding issues. The grant is for up to $138,000. Cost shares are 75% FEMA, 15% City and 10% State. The home will be purchased by the City, demolished and the lot will then be green space perpetually. The City’s share is approximately $22,000.

NEW BUSINESS:
PUBLIC HEARING FOR TEMPORARY MALT BEVERAGE PERMIT – Hearing no comments for or against, moved by Yellow Boy, second by Carlson and carried, to approve a malt beverage permit to Mobridge Chamber of Commerce for an I Hate Winter party fundraiser at Scherr Howe on March 6, 2021.

PUBLIC HEARING FOR A MALT BEVERAGE LICENSE – Hearing no comments for or against, moved by Yellow Boy, second by Carlson and carried, to approve a retail malt beverage & SD farm wine license to Dusty Roebuck dba The Mine located at Lot 6A, Block 2, Original Plat to the City of Mobridge.

ASSIGNMENT OF LEASE - Moved by Reichert, second by Yellow Boy and carried, to approve the assignment of lease from Christopher Lang to West Side Meats, Inc. Lots 1-4, of Mardian’s Subdivision in the SE ¼ of 27-124-79.

GARBAGE BID – One bid was received for the garbage contracted services. Heartland Waste submitted a bid for $13.90 per household with an alternate bid of $16.50 with Heartland providing a tote for each residence. This is a .65 increase from the previous contract. Moved by Jensen, second by Reichert and carried, to approve the bid with Heartland Waste in the amount of $13.90 for a 3 year contract. Moved by Jensen, second by Mound and carried, to approve amending the contract to allow the alternative option at a point during the contract with a 60 day notice.

RESOLUTION 21-03, GARBAGE RATES – Moved by Jensen, second by Carlson and carried, to approve Resolution 21-03, garbage rates. This increase is .65 per month.

CEMETERY DEED – Moved by Yellow Boy, second by Reichert and carried, to approve the following cemetery transfer: from the City of Mobridge to Terry Walking Elk and Louis Walking, Grave 3 & 4, Lot 71, Block P in Greenwood Cemetery.

AUDIT PROPOSAL – Moved by Carlson, second by Jensen and carried, to approve the proposal to perform an audit from Kohlman, Bierschbach & Anderson, LLP in the amount of $16,800 with an additional $3,100 for each major federal program for a Single Audit.

STEP INCREASE – Moved by Yellow Boy, second by Reichert and carried, to approve a step increase for Jacquelyn Rawstern increasing her hourly wage from $15.81 per hour to $16.16 effective February 15, 2021. Rawstern reached her one year anniversary.

EMPLOYEE DEPT TRANSFER – Moved by Laundreaux, second by Reichert and carried, to approve the transfer request from Wyatt Bieber to the open position in the street/parks department increasing his hourly wage from $16.10 to $17.03 effective April 12, 2021. Bieber is transferring from the Water/Wastewater Department.

AIRPORT ENGINEER SELECTION – Every 5 years the City goes through a engineering selection for the airport. KLJ was the only firm to submit a statement of qualifications. Beck stated KLJ Engineering does an excellent job for the City and recommended them for the next 5 years. Moved by Yellow Boy, second by Carlson and carried, to approve the reselection of KLJ Engineering for 5 years for Mobridge Municipal Airport.
AIRPORT MANAGER – Moved by Yellow Boy, second by Reichert and carried, to approve hiring Cody Aberle as Airport Manager at a salary of $750 per month. The street/parks department will take care of snow removal and mowing.

AIRPORT SUPERVISORY COMMITTEE – Moved by Yellow Boy, second by Carlson and carried, to approve the following members of the airport supervisory committee as per Ordinance 9-10-1: Robert Mott (at large), Jeff Jackson (at large), Cody Aberle (airport manager) and Kyle Jensen (council).

1ST READING ORDINANCE NO. 991 – The following ordinances will change the billing for water, sewer and garbage service. These ordinances will not allow for putting the billing into anyone else’s name besides the owner of the property. The owner of the property is already ultimately responsible but this change will save a lot of time and costs to the department. It will also save the property owner money every time a renter moves in or out.

Moved by Yellow Boy, second by Reichert and carried, to approve the 1st reading of Ordinance 991, an ordinance of the City of Mobridge, South Dakota amending the revised ordinances of the City, amending 5-4A-2 Collection – Residential Service.

1ST READING ORDINANCE NO. 992 – Moved by Carlson, second by Yellow Boy and carried, to approve the 1st reading of Ordinance No. 992, an ordinance of the City of Mobridge, South Dakota amending the revised ordinances of the City, amending Ordinance 11-4-1 k: Definition of User pertaining to the charges assessed for use of the municipal sewer system.

1ST READING ORDINANCE NO. 993 – Moved by Mound, second by Reichert and carried, to approve the 1st reading of Ordinance No. 993, an ordinance of the City of Mobridge, South Dakota amending the revised ordinances of the City, amending Ordinance 11-4-4: Service Charges pertaining to the charges assessed for use of the municipal sewer system.

1ST READING ORDINANCE NO. 994 – Moved by Yellow Boy, second by Carlson and carried, to approve the 1st reading of Ordinance No. 994, an ordinance of the City of Mobridge, South Dakota amending the revised ordinances of the City, amending Ordinance 11-2-15 pertaining to who is liable for payment of water rates and fees.

1ST READING ORDINANCE NO. 995 – The ordinance pertains to parking and what type of material in driveways that are allowed to park on. Moved by Jensen, second by Carlson and carried, to approve the 1st reading of Ordinance No. 995, an ordinance of the City of Mobridge, South Dakota amending the revised ordinances of the City, amending Ordinance 9-3-1 (d) pertaining to materials which can be used to construct driveways in front, side and rear yards with the following change: edit to not require edging in the alley parallel.

INFORMATION ITEMS:

EQUALIZATION MEETING – The Equalization meeting will be held on March 15, 2021, time to be determined. A quorum of the Council must be present.

DISTRICT 7 MEETINGS – Information was given to the Council regarding district 7 Municipal League meetings. They will be held virtually this year on March 24th at 5:30 PM.

PAYMENT OF BILLS:
Moved by Yellow Boy, second by Reichert and carried, to approve the following bills for payment:
Aflac, insurance 891.10; Alex Air Apparatus, prof. services 880.00; Aqua-Pure Inc., chemical 4,073.55;
Badgley Properties, refund 22.09; Barkmark Insurance Solutions, insurance 86,769.00; Bridge City Small Engine, repair & maintenance 119.83; Cain Law Office P.C., prof. services/attorney services 780.00;
CamWal Electric, street lights/utilities 561.53; Cardmember Services, other services, prof. services, uniforms/equipment 658.00; Center Large Print, books 46.74; Central Diesel, repair & maintenance 102.02;
Centurion Technologies, computer software & hardware 120.00; Chamber of Commerce, other 10,224.21;
City of Mobridge, computer maintenance agreement fees 3,867.01; Clayton's Electronics, prof. services 45.00; CNA Surety, prof. services 50.00; Core & Main, supplies 2,054.21; Credit Collections Bureau,
garnishment 806.28; Dakota Glass & Alignment, vehicle maintenance 56.74; Dakota Pump & Control, repairs & maintenance 856.83; Tristan Graves, refund 66.30; Demco, supplies 123.51; DISH 37.29; Environmental Resource Associates, water samples 444.17; Ethanol Products, LLC, chemicals 2,071.10; Fisher Scientific, supplies 553.81; Fleet Services, gasoline 1,187.89; Galls, LLC, uniforms/equipment 414.81; Gas-n-Goodies, travel & conference 27.98; Great Northern Environmental, supplies 5,077.90; Great Western Bank, HSA contributions/payroll taxes 31,550.40; GTC Auto Parts, equipment maintenance/vehicle maintenance 614.21; Hawkins, chemicals 426.48; Heartland Waste, prof services 20,166.50; High Point Networks, computer software & hardware/prof. services 593.25; Homestead Building Supplies, repair & maintenance/supplies 491.27; Ingram, books 267.72; Jensen Rock & Sand, gravel & oil 113.00; Johnson Controls, building maintenance/repairs & maintenance 5,192.82; KCL, insurance 447.81; Klein Museum, other services 7,500.00; KJ, prof services 21,991.74; Language Line Services, prof. services 90.00; Larry's Lock & Key, prof. services 85.00; Marco, Inc., copier 354.89; Matheson Tri-Gas Inc., other services 47.00; MDU, utilities 19,344.19; Merkels Foods, supplies 42.84; Midcontinent Comm., utilities 185.00; Mobridge Candy, supplies 158.66; Mobridge Chamber of Commerce, refund 270.75; Mobridge Hardware, supplies 1,050.74; Mobridge Manufacturing, refund 33.76; Moore Engineering, prof. services 877.50; Mountain Plains Library Association, travel & conference 55.00; N&W Auto, vehicle maintenance 374.90; Oahe Vet, prof services 520.00; Office Depot, office supplies/supplies 1,189.52; Open Canvas, other services/uniforms/equipment 436.83; OverDrive Inc., books 1,100.00; Paylessfoods, supplies 180.31; Payment Service Network, credit card fees 4.95; Plunkett's, prof. services 62.05; Quenzer Electric Inc., building maintenance/prof. services, repair & maintenance/street lights 2,245.57; Real-Tuff, repair & maintenance/sup. In-house repairs 106.34; Runnings, supplies/equipment & uniforms 1,870.86; SD DENR, prof. services 10.00; SD Department of Revenue, liquor & beer license 150.00; SD Dept. of Health, water samples 256.00; SD Division of Child Support, garnishment 513.24; SD Library Association, travel & conference 104.00; SD One call, prof. services 13.65; SD Retirement, retirement 14,986.94; SD State Treasurer, sales tax 2,399.48; SD Unemployment Insurance Div., unemployment Compensation 50.33; SDRS Supplemental Retirement, retirement 150.00; Servall, supplies 29.35; Slater Oil, gasoline/LP Gas/fuel oil, supplies 6,682.95; Tri State Water, supplies 9.10; Tritech Software Systems, computer software & hardware 6,118.88; Tyler Heezen, prof services 1,317.00; US Postal Service, postage 1,493.70; USDA-Rural Development, loan payment 5,298.00; Valley Telecomm., utilities 811.16; Venture Communication, utilities 424.09; Verizon Wireless, cell phone/utilities 419.28; Wellmark BC/BS, health insurance 15,600.17; West River Telecommunications, utilities 3,179.07; Western Rancher, uniforms/equipment 32.00

Salaries: Administration – 6277.23; City Administrator – 6207.36; Police Dept – 65,911.49; Fire Dept – 500.00; Street Dept - 10,605.58; Park -2703.20; Library -5,406.40; Auditorium – 304.43; 24/7 -1217.53; Water Department – 16881.48; and Sewer Department -10808.40.

There being no further business to come before the council, the meeting adjourned at 6:24 PM on a motion by Carlson, second by Laundreux and carried.

Heather Beck, Finance Officer

Published once at the total approximate cost of $
Proposal

Sioux Falls SD Common Branch
3413 S GATEWAY BLVD
SIoux FALLS, SD 57106-1555
Phone: 866-598-7001
Fax: 866-818-5508

TO: City of Mobridge
110 1st Ave East
Mobridge, SD 57601-2604
Kurt Schmaltz

Date: February 9, 2021
Project: Mobridge Waste Water Boiler Replacement
Proposal Ref: Sourcewell # 030817-JHN

We propose to furnish the materials and/or perform the work described below for the net price of:
$54,585.00

FIFTY-FOUR THOUSAND, FIVE HUNDRED EIGHTY-FIVE AND 00/100 DOLLARS

Reduce the impact on your annual budget by considering a Johnson Controls installment payment option, with a monthly payment as low as $1,107.00/month for 60 months. Payment plans offered through Johnson Controls are an affordable way to improve your building, and allow you to devote more of your capital to your core mission. Ask your representative about monthly installments today!

For the above price this proposal includes:

Items cited on this proposal are priced in accordance with the Johnson Controls Sourcewell contract # 030817.

The following TURNKEY proposal is for the City of Mobridge for the removal and replacement of the existing 1 million BTU boiler at the Wastewater Plant and is supplied by Johnson Controls, Inc. (JCI). During this project JCI will perform lock-out tag-out of the power and gas sources to prevent damage and injury. The JCI team will drain the water system and remove the existing boiler, hand valves and loop pump. The area will be cleaned, and two new 400,000 BTU boilers will be set in place on the mechanical pad. These boilers will be connected to the existing heating loop, with primary pumps and new hand valves installed. A new circulating pump and hand valves will be installed on the secondary loop. New gas lines will be run to each boiler (with pressure regulators if necessary). New combustion air (PVC) and exhaust air (CPVC) stacks will be installed. The system will be pressure tested for leaks, and then refilled. JCI will provide the names of water treatment companies to treat the water and prolong the life of the boilers. The boilers will be started, a combustion test will be performed, and warranty documents filled out. The units will be placed into service and staff will be trained in operational needs of the system.

The boilers feature: a stainless steel fire-tube heat exchanger, 10 to 1 turndown ration (400,000 to 40,000 BTU’s), Taco primary circulating pumps, adjustable boiler legs, outdoor reset (to increase energy efficiency), a digital screen with color coding for operational status.
This project will feature a one (1) year parts and labor and a ten (10) year heat exchanger warranty.

The alternate scopes and commercial pricing listed below are not included in the above base proposal, but may be added upon written receipt and confirmation from our customer:

Sock Filter/Pot Feeder:

Supply and install a new side-stream sock filter/pot feeder so clean the system and add chemicals as necessary. The price for this option is $3,274.20.

Initial to accept ________________________.

This proposal DOES NOT include:

This proposal and alternates listed below are hereby accepted and Johnson Controls is authorized to proceed with work; subject, however to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

City of Mobridge

Name: ________________________
Title: ________________________
Date: ________________________
PO: ________________________

Johnson Controls, Inc.

Name: Thomas M Hunstad
Title: Account Manager
Date: January 25, 2021
TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement. JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCGs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

2. INVOICING & PAYMENTS. JCI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in JCI's initial invoice. Purchaser agrees to pay JCI the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. If JCI's invoice is not paid within 30 days of its issuance, it is delinquent.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof; and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by JCI, for a period of ninety (90) days from installation. JCI warrants that for equipment furnished and/or installed but not manufactured by JCI, JCI will extend the same warranty terms and conditions which JCI receives from the manufacturer of said equipment. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. For equipment not installed by JCI, if Purchaser returns the defective equipment to JCI within thirty (30) days after appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. LIABILITY. JCI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. TAXES. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

8. SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

9. DISPUTES. All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.
11. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

13. LEGAL FEES. Purchaser agrees to pay and reimburse JCI for any and all reasonable legal fees which are incurred by JCI in the collection of amounts due and payable under this Agreement.

14. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.
### Mobridge Fire Station
#### Estimate of Probable Cost
February 12, 2021

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<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
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<td>General Conditions</td>
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<tr>
<td>Civil Construction Site Work</td>
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<td>Building Site Work, Excavation, Backfill</td>
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<td>Concrete, Footing, Foundation, Slab On Grade</td>
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<td>Pre Engineered Steel Building</td>
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<td>Mezzanine Wood Trusses, Plywood Flooring</td>
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<td>Liner Panels</td>
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<td>Plumbing including in-floor heat</td>
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<td>Doors, Windows, Hardware</td>
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<td>Interior Partitions, Cabinets, Finishes</td>
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<td>HVAC</td>
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<tr>
<td>Wash Bay</td>
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<tr>
<td><strong>Construction Cost</strong></td>
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<tr>
<td>Building Contingency</td>
<td>$50,000</td>
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<tr>
<td>Soft Costs, Soil &amp; Concrete Testing</td>
<td>$30,000</td>
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<tr>
<td>Architectural, Structural, Mechanical, Electrical</td>
<td>$175,000</td>
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<td>Civil Engineering</td>
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<td>Civil Engineering Contingency</td>
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<td><strong>Total Project Cost</strong></td>
<td>$3,399,450</td>
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**Dean Manske, AIA**
**HKGarchitects.com**

605-226-6820  524 S Arch St  PO Box 85  Aberdeen, SD 57402
<table>
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<tr>
<th>Description</th>
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<th>Estimated Cost</th>
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Subtotal: $593,350.00

20% Contingent: $118,700.00

20% Engineering and Construction Admin.: $142,400.00

Total: $854,450.00
**February Building Permits**

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<tr>
<td>Beverly Health Care</td>
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<td>Demolition of Care Center</td>
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<td>Jack Vollier</td>
<td>301 5th Ave West</td>
<td>12X20 Shed</td>
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**Total:** $90,200.00
ORDINANCE NO. 991

AN ORDINANCE OF THE CITY OF MOBRIDGE, SOUTH DAKOTA AMENDING THE REVISED ORDINANCES OF THE CITY, AMENDING 5-4A-2 COLLECTION-RESIDENTIAL SERVICE.

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

That Section 5-4A-2 of Title of the Revised Ordinances of the City of Mobridge, South Dakota is hereby amended as follows:

5-4A-2 COLLECTION-RESIDENTIAL SERVICE.

A. General

All garbage, rubbish, rubble, and refuse created, produced, or accumulated in or about a dwelling house, residence building or place of human habitation in the City limits of the City of Mobridge shall be removed from the premises at least once each week. The city may require a greater number of collections per week.

The city shall contract for lowest bid to a solid waste hauler for a period of three (3) years. The city shall set the billing rate by resolution and bill all owners of property being served by the City water service on their utility statements. No billing will be done by the private hauler for residential service. (2005ORD810) (2003ORD798)

B. Property Owner’s Responsibility

The owner or person in control of any private property, residence building or business building shall at all times maintain the premises free of commercial waste, household waste, garbage, infectious waste, industrial waste, rubble or yard waste except that used for composting. (2003)

C. Customer Containers and Location

1. No person or occupant shall deposit any refuse for collection by a licensed garbage collector or hauler, except in a suitable watertight metal or plastic container, with a tightly fitted cover or in a garbage dumpster/tote which may be provided. All paper, pasteboard boxes, building material waste, and similar rubbish and waste shall be deposited for collection in a box or bin provided with a lid which shall be kept closed.

2. The owner of any dwelling who rents, leases, or lets dwelling unit(s) for human habitation shall provide in a location accessible to all dwelling units at least one 30-gallon receptacle for each dwelling unit, or receptacles with a capacity sufficient to prevent the overflow of garbage and rubbish from occurring, and receptacles for recycling, into which garbage, rubbish, and recyclable materials from the dwelling units may be emptied between days of collection. The owner of the dwelling units shall subscribe to and pay or provide for garbage removal and recyclable service as
required by ordinance. It shall be the obligation of the owner of the dwelling unit to pay for all water service provided to the unit.

3. Garbage containers shall be kept on the premises adjacent to an alley bordering on the premises so they are accessible from the alley adjoining the premises. Where no alley is available, they may be placed on the boulevard, driveway or parkway adjoining the premises on the day of garbage collection. If alleys become impassable, the City may order that residents place the containers in the boulevard, driveway or parkway adjacent to the premises on the day of garbage collection until such time as the alleys again become passable. (2003)

APPROVED: ____________________________
Mayor, Gene Cox

Passed First Reading:
Passed Second Reading:
Adopted:
Published:
Effective:
ATTEST: ____________________________
Finance Officer, Heather Beck

(SEAL)
ORDINANCE NO. 992

AN ORDINANCE OF THE CITY OF MOBRIDGE, SOUTH DAKOTA AMENDING THE REVISED ORDINANCES OF THE CITY, AMENDING ORDINANCE 11-4-1 k Definition of User PERTAINING TO THE CHARGES ASSESSED FOR USE OF THE MUNICIPAL SEWER SYSTEM

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

That Section 11-4-1 k of Title of the Revised Ordinances of the City of Mobridge, South Dakota is hereby amended as follows:

k. "User" means the owner of the premises connected to the municipal sewage collection system.

APPROVED: __________________________

Mayor, Gene Cox

Passed First Reading:
Passed Second Reading:
Adopted:
Published:
Effective:
ATTEST: __________________________

Finance Officer, Heather Beck

(SEAL)
ORDINANCE NO. 993

AN ORDINANCE OF THE CITY OF MOBRIDGE, SOUTH DAKOTA AMENDING
THE REVISED ORDINANCES OF THE CITY, AMENDING ORDINANCE 11-4-4
Service Charges PERTAINING TO THE CHARGES ASSESSED FOR USE OF THE
MUNICIPAL SEWER SYSTEM

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

That Section 11-4-4 Service Charges of Title of the Revised Ordinances of the City of
Mobridge, South Dakota is hereby amended as follows:

11-4-4 Service Charges

(A) All owners of residential, apartments, mobile homes, hotel and Motels with and
without combined apartments and sleeping rooms and business connections and
Commercial connections to the Mobridge City municipal sewer system shall, on a monthly
basis, pay for the use thereof and for the availability of the sewer service. The city shall
set the billing rate for the sewer service by resolution and bill all owners of property being
served by the City water service on their utility statements.

B) Wherever, by reason of special circumstances, the City Council finds the foregoing
rates for any user or purpose, and whether within or without the City limits, are unjust or
inequitable as applied to certain premises, said rates, if in the opinion of the City Council,
be either too high or too low the City Council, by resolution, may fix and establish a fair
and equitable Rate for such premises during the period of such special circumstances,
which may be established by Resolution.

APPROVED: ____________________________
Mayor, Gene Cox

Passed First Reading:
Passed Second Reading:
Adopted:
Published:
Effective:
ATTEST: _____________________________
Finance Officer, Heather Beck

(SEAL)
ORDINANCE NO. 994

AN ORDINANCE OF THE CITY OF MOBRIDGE, SOUTH DAKOTA AMENDING THE REVISED ORDINANCES OF THE CITY, AMENDING WATER RATE ORDINANCE 11-2-15 PERTAINING TO WHO IS LIABLE FOR PAYMENT OF WATER RATES AND FEES

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

That Section 11-2-15 of Title of the Revised Ordinances of the City of Mobridge, South Dakota is hereby amended as follows:

11-2-15 Owner Liable For Payment Of All Water Fees

Unless otherwise specifically agreed upon by the City by Resolution, the owner of private property, which property has upon it pipes connected with the City waterworks to convey water upon such property, including rental property, shall be liable to the City of Mobridge for the rents or rates of all water from said waterworks used upon said premises, which may be recovered in an action against such owner. The Owner shall be billed for the water services at the address of the property upon which said waterworks are used. The city shall set the billing rate by resolution and bill all owners of property being served by the City water service on their utility statements.

APPROVED: ______________________
Mayor, Gene Cox

Passed First Reading:
Passed Second Reading:
Adopted:
Published:
Effective:
ATTEST: ______________________
Finance Officer, Heather Beck

(SEAL)
9-3-1 Obstruction on Streets/Parking on Streets and Yards

ORDINANCE NO. 995

AN ORDINANCE OF THE CITY OF MOBRIDGE, SOUTH DAKOTA AMENDING THE REvised ORdinances OF THE CITY, ORDINANCE 9-3-1 (d) PERTAINING TO MATERIALS WHICH CAN BE USED TO CONSTRUCT DRIVEWAYS IN FRONT, SIDE AND REAR YARDS

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

That Section 9-3-1 (d) of Title of the Revised Ordinances of the City of Mobridge, South Dakota is hereby amended as follows:

(d) 1. It shall be unlawful for any person to park a motor vehicle or trailer in the front yard of a residence or business, unless the motor vehicle or trailer is parked in a driveway. For the purposes of this ordinance, Front Yard is as defined in the definitions of the Mobridge Zoning Ordinances Title 4. For the purposes of this section (d) 1, a Driveway is defined as any area which is constructed for the purpose of parking motor vehicles, and which is hard surfaced with asphalt, concrete, stone pavers and any area which is surfaced with stone pavers shall be constructed with an edging or other boundary material which prohibits the movement and spreading of the stone pavers in order to be deemed a driveway. Any driveway must connect to the public street and must include a curb cut where street curbing is present. Any driveway in existence as of February 1, 2021 which is surfaced with gravel or other loose material and which as been used as a driveway or parking area prior to February 1, 2021 shall be entitled to continue to use the driveway with the gravel or other loose material notwithstanding this Ordinance.

2. It shall be unlawful for any person to park a motor vehicle or trailer in the rear or side yards of a residence or business, unless the motor vehicle or trailer is parked in a driveway. For the purposes of this Ordinance, Rear Yard and Side Yard is as defined in the definitions of the Mobridge Zoning Ordinances Title 4. For the purposes of this section (d) 2, a Driveway is defined as any area which is constructed for the purpose of parking motor vehicles, and which is surfaced with gravel or other similar loose material, asphalt, concrete, or stone pavers.

APPROVED: ____________________________
Mayor, Gene Cox

Passed First Reading:
Passed Second Reading:
Adopted:
Published:
Effective:
ATTEST: ____________________________
Finance Officer, Heather Beck

(SEAL)
Notice of Public Hearing

The City of Mobridge expects to submit an application to the State of South Dakota for a Community Development Block Grant to make possible the replacement of a sewer pump station at the wastewater treatment plant. The City expects to apply for approximately $770,000 of CDBG funds to be used for the proposed project which will cost approximately $1,600,000.

A public hearing will be held at 5:30pm, on Tuesday, March 9, 2021, at Mobridge City Hall. The purpose of the hearing is to receive comments from members of the community regarding the application. The meeting is open to the public and interested persons are encouraged to attend.

Public comments will also be taken during this public hearing on the City of Mobridge’s community development and housing needs.

Notice is further given to persons with disabilities that this hearing is being held in physically accessible place and you must notify the above mentioned office within 48 hours of the public hearing if you have special needs for which this agency will make arrangements.
Memo

To: Council Members
From: Heather Beck
Date: March 9, 2021
Re: Pool Seasonal Employees

Below are the recommended hires/rehires for the 2021 pool season:

Pool:

Lifeguards:
Bryson Vetch - $9.95
Cole Wellner - $9.95
Myia Fiest - $9.95
Remmington Ford - $9.95
Bailey Keller - $9.95
Sarah Cox - $9.70
Phoebe Schmaltz - $9.70
Alexis Lipp - $9.70
Blaise Thompson - $9.70
Kobe Good Shield - $9.70
Gabby Zimmer - $9.70
Emma Keller (fill in) - $9.95
Callie Weisbeck (fill in) - $9.95

Attendants:
Cadee Peltier - $9.45
Amber Vetch - $9.45
Sarah Lopez - $9.45
Trenton Two Hearts - $9.45

WSI:
Ava Stoick - $12.00
Regan Stoick - $12.00

Management:
Lauren Thompson, Asst. Manager - $12.25
Monica Weninger Schmaltz - $3,090 salary per month over pool season
Memo

To: Council Members
From: Heather Beck
Date: March 9, 2021
Re: Public Works Seasonal Employees

Below are the recommended hires/rehires for the 2021 season:

**Parks/Storms:**
- Gordon Hintz - $13.00
- Lyle Walk - $13.00
- Jeff Anderson - $13.00
- *Reese Cerny - $13.25
- *Tyler Blankartz - $13.25
- *Sean Moser - $11.00

**Water/Wastewater:**
- *Killian Warner - $13.75

*returning hires.
GREENWOOD CEMETERY DEED

THIS INDENTURE made this 9th day of March 2021, by and between City of Mobridge, a municipal corporation, of the county of Walworth and the State of South Dakota, Grantor, and Rose Holzer and Leo Holzer, married, 811 3rd Avenue West, 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 internment or sepulture in Grave Numbers 5 and 6, in Lot 85, in Block P 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 Internment 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 March, A.D. 2021, 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
GREENWOOD CEMETERY DEED

THIS INDENTURE made this 9th day of March 2021, by and between City of Mobridge, a municipal corporation, of the county of Walworth and the State of South Dakota, Grantor, and William J. Leonard and Marie K. Leonard, married, 1419 12th Street SW, Minot, ND 58701-9102.

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 3 and 4, in Lot 11, 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 March, A.D. 2021, 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
ASSIGNMENT OF AIRPORT HANGAR LEASE

In consideration of $1.00 and other valuable considerations, the undersigned Benjamin Stoick, aka Benj Stoick and Sheila Stoick as Tenant do hereby Assign unto Douglas Wager of 719 3rd Ave. West, Mobridge, South Dakota 57601, all right, title and interest in and to the MOBRIDGE AIRPORT PRIVATE AIRCRAFT HANGAR LEASE dated December 22, 2020 pertaining to the Private hangar space No. 4 at the City of Mobridge, South Dakota Municipal Airport as shown upon the master plan plat of said airport on file in the office of the City Finance Officer.

By execution hereof, Douglas Wager of 719 3rd Ave. West, Mobridge, South Dakota 57601 takes and accepts the terms of the above described lease and agrees to comply with all terms and conditions contained therein as if the original tenant and agrees to hold harmless and indemnify Benjamin Stoick and Sheila K. Stoick from all liabilities therein.

This assignment is conditioned upon approval of and acceptance thereof by the City of Mobridge, South Dakota.

This Assignment shall be come effective as of April 1, 2021.

Dated this 17th day of February, 2021.

Douglas Wager  
Benjamin Stoick  
Sheila F. Stoick

APPROVAL BY CITY OF MOBRIDGE

The forgoing Assignment is hereby Approved by the City of Mobridge, South Dakota effective as of April 1, 2021.

Dated this ______ day of __________________, 2021.

THE CITY OF MOBRIDGE, S. D.

BY: ________________________  
Mayor

ATTEST:

__________________________  
City Finance Officer
Periodical Estimate for Partial Payment No. 3
For the Period 12/20/2020 through 02/27/2021

Airport Name: Mobridge Municipal Airport
Location: Mobridge, South Dakota
Project Name: Replace Airport Rotating Beacon and Beacon Tower & Foundation
AIP Project #: 3-46-0038-015-2020
KLJ Project #: 1905-02341

Owner: City of Mobridge
114 1st Ave E
Mobridge, SD 57601

Contractor: Muth Electric, Inc.
1717 N Sanborn Blvd
Mitchell, SD 57301

Engineer: KLJ Engineering LLC
5110 E 57th St
Sioux Falls, SD 57108

Cost: $62,490.00
(Unit price per Contract and Change Orders)

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Make payment directly to Contractor
TOTAL $2,493.20

Summary of Previous Payments

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I hereby certify that I have prepared this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Contractor. All work and materials included in the estimate have been performed and supplied in full in accordance with the terms and conditions of the corresponding construction contract documents and authorized changes thereto.

Date: 03/01/2021

KLJ Engineering LLC

Date: 03-01-21

Muth Electric, Inc.

Date

City of Mobridge
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<td>$60,536.40</td>
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Potter County/Mobridge 911 Agreement –
AGREEMENT FOR OPERATION,
MAINTENANCE AND PARTICIPATION

This agreement is entered into by and between the POTTER COUNTY SHERIFFS OFFICE (hereinafter referred to as the County) and the City of MOBRIDGE (hereinafter referred to as the City), to become effective on January 1, 2021.

In consideration of the mutual promise contained herein, the parties hereto do mutually agree as follows:

1. Purpose:
   It is the purpose and intent of this agreement that the City, by and through its communications center, shall provide telephone, radio communication, and access service for the County during hours in which the County has no law enforcement radio personnel on duty.

2. Duties of the City:
   It shall be the duty of the City to provide and make available phone and radio communication personnel and equipment sufficient to enable it to answer and relay all phone and radio communications for the county twenty-four hours a day.

3. Duties of the County:
   It shall be the duty of the County to provide an open phone line capable of switching incoming calls to the county to the phone system of the City during hours when the County has no dispatchers on duty. The County shall also have radio equipment capable of receiving radio communication from and sending radio communication to the communication center of the City.

4. Payment:
   For the services provided by the City, Potter County shall pay the City for an annual cost of $14,346.75, due on March 15, 2021.

5. Term:
   The term of this agreement is January 1, 2021 through December 31, 2021.

6. Modification:
   This contract may be modified only by written agreement of the parties.

7. Termination:
   This contract may be terminated only upon thirty days written notice by either party to the other, and then only because of a breach of the agreement or because the recited purpose of the contract becomes inapplicable.
8. PARTIES:
Both parties hereto shall carry out their responsibilities hereunder as independent agencies and
neither, by virtue of the contract, shall be regarded as an agent of the other.

9. DISCLAIMER OF LIABILITY AND HOLD HARMLESS:
The County agrees to save and hold harmless the City from all claims and actions for liability
arising from any claim, except for claims resulting directly from the negligence of City or its
employees.

Dated this _____ day of ______________, 20____.

_________________________
Sheriff Curt Hamburger

(County Seal)

Attest:

_________________________
Potter County Auditor

Dated this _____ day of ______________, 20____.

_________________________
Mayor of City of Mobridge

(Seal)

Attest:

_________________________
City Finance Officer
DEWEY County/Mobridge 911 Agreement -
AGREEMENT FOR OPERATION,
MAINTENANCE AND PARTICIPATION

THIS AGREEMENT is entered into by and between the DEWEY COUNTY SHERIFF’S OFFICE
(hereinafter referred to as the County) and the City of MOBRIDGE (hereinafter referred to as
the City), to become effective on January 1st, 2021.

IN CONSIDERATION of the mutual promise contained herein, the parties hereto do mutually
agree as follows:

1. PURPOSE:
   It is the purpose and intent of this agreement that the City, by and through his
   communications center, shall provide telephone, radio communication, and access
   service for the County during hours in which the County has no law enforcement radio
   personnel on duty.

2. Duties of the City:
   It shall be the duty of the City to provide and make available phone and radio
   communication personnel and equipment sufficient to enable it to answer and relay all
   phone and radio communications for the county twenty-four hours a day.

3. DUTIES OF THE COUNTY
   It shall be the duty of the County to provide an open phone line capable of switching
   incoming calls to the county to the phone system of the City during hours when the
   County has no dispatchers on duty. The County shall also have radio equipment capable
   of receiving radio communication from and sending radio communication to the
   communication center of the City.

4. PAYMENT:
   For the services provided by the City, Dewey County shall pay the City for an annual cost
   of $4,406.00, due by March 15, 2021. This price is due to the fact that the only
   additional service the City will be providing the County, that the City is not already
   providing, is answering the County’s phone line after business hours or when there are
   no county personnel in the office. This is also based on the population served from the
   911 surcharge.

5. TERM:
   The term of this agreement is January 1, 2021 through December 31, 2021.

6. MODIFICATION:
   This contract may be modified only by written agreement of the parties.
7. **TERMINATION:**
   This contract may be terminated only upon thirty days written notice by either party to the other, and then only because of a breach of the agreement or because the recited purpose of the contract becomes inapplicable.

8. **PARTIES:**
   Both parties hereto shall carry out their responsibilities hereunder as independent agencies and neither, by virtue of the contract, shall be regarded as an agent of the other.

9. **DISCLAIMER OF LIABILITY AND HOLD HARMLESS:**
   The County agrees to save and hold harmless the City from all claims and actions for liability arising from any claim, except for claims resulting directly from the negligence of the City or its employees.

Dated this 1st day of December, 2020

![Signature]
County Sheriff
(Sheriff Seal)

![Signature]
County Commission
(County Seal)

Attest:
Mary Dohrmann
County Auditor

Dated this 2nd day of December, 2020

![Seal]

(Signature)
Mayor of City of Mobridge

Attest:
City Finance Officer
Corson County/Mobridge 911 Agreement -
AGREEMENT FOR OPERATION,
MAINTENANCE AND PARTICIPATION

THIS AGREEMENT is entered into by and between the CORSON COUNTY SHERIFF’S OFFICE (hereinafter referred to as the County) and the City of MOBRIDGE (hereinafter referred to as the City), to become effective on January 1st, 2021.

IN CONSIDERATION of the mutual promise contained herein, the parties hereto do mutually agree as follows:

1. PURPOSE:
   It is the purpose and intent of this agreement that the City, by and through his communications center, shall provide telephone, radio communication, and access service for the County during hours in which the County has no law enforcement radio personnel on duty.

2. Duties of the City:
   It shall be the duty of the City to provide and make available phone and radio communication personnel and equipment sufficient to enable it to answer and relay all phone and radio communications for the county twenty-four hours a day.

3. DUTIES OF THE COUNTY
   It shall be the duty of the County to provide an open phone line capable of switching incoming calls to the county to the phone system of the City during hours when the County has no dispatchers on duty. The County shall also have radio equipment capable of receiving radio communication from and sending radio communication to the communication center of the City.

4. PAYMENT:
   For the services provided by the City, Corson County shall pay the City for an annual cost of $7,515.00, due by March 15, 2021. This price is due to the fact that the only additional service the City will be providing the County, that the City is not already providing, is answering the County’s phone line after business hours or when there are no county personnel in the office. This is also based on the population served from the 911 surcharge.

5. TERM:
   The term of this agreement is January 1, 2021 through December 31, 2021.

6. MODIFICATION:
   This contract may be modified only by written agreement of the parties.
7. **TERMINATION:**
   This contract may be terminated only upon thirty days written notice by either party to the other, and then only because of a breach of the agreement or because the recited purpose of the contract becomes inapplicable.

8. **PARTIES:**
   Both parties hereto shall carry out their responsibilities hereunder as independent agencies and neither, by virtue of the contract, shall be regarded as an agent of the other.

9. **DISCLAIMER OF LIABILITY AND HOLD HARMLESS:**
   The County agrees to save and hold harmless the City from all claims and actions for liability arising from any claim, except for claims resulting directly from the negligence of the City or its employees.

Dated this 8\textsuperscript{th} day of December, 20\textsuperscript{20}

\[\text{Sheriff Seal} \quad \text{County Seal}\]

Atttest:
\[\text{Tammy Bertolotto} \quad \text{Corson County Auditor}\]

Dated this _____ day of __________________, 20____

\[\text{Seal} \quad \text{Mayor of City of Mobridge}\]

Attest:
\[\text{City Finance Officer}\]
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<tr>
<th>ADMINISTRATION</th>
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<td>Salaries</td>
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<td>Bridgemark Insurance Solutions, liability insurance</td>
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<tr>
<td>Great Western Bank, computer software &amp; hardware/supplies</td>
</tr>
<tr>
<td>Marco, Inc., copier</td>
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<tr>
<td>Mobridge Hardware, supplies</td>
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<tr>
<td>Office Depot, supplies</td>
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<tr>
<td>Payment Service Network, credit card fees</td>
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<td>West River Telecommunications, utilities</td>
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<td>Fabra-Tech, Inc., prof. services</td>
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<td>Johnson Controls, prof. services</td>
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<tr>
<td>LJ Plumbing Heating &amp; Air, LLC, repairs &amp; maintenance</td>
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<tr>
<td>MDU, utilities</td>
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<tr>
<td>Midcontinent Comm., utilities</td>
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<tr>
<td>Milliken Electric, building maintenance</td>
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<tr>
<td>Mobridge Hardware, supplies</td>
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<td>Tri State Water, supplies</td>
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<td>MDU, utilities</td>
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<td>Quenzer Electric, repairs &amp; maintenance</td>
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<td>Salaries</td>
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<td>Axon Enterprise, Inc., uniforms/equipment</td>
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<tr>
<td>Bridgemark Insurance Solutions, liability insurance</td>
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<tr>
<td>Cardmember Services, other services, prof. services, uniforms/eq</td>
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<tr>
<td>CNA Surety, prof. services</td>
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<td>FcFed, other services</td>
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<td>GTC Auto Parts, repair &amp; maintenance</td>
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<td>MDU, utilities</td>
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<tr>
<td>Mobridge Tribune, publishing</td>
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<tr>
<td>Premier Equipment, repair &amp; maintenance</td>
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<tr>
<td>Real-Tuff, repair &amp; maintenance</td>
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<td>Runnings, supplies</td>
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<td>Verizon Wireless, cell phone</td>
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<td>Center Large Print, books</td>
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<tr>
<td>Dady Drug, supplies</td>
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<tr>
<td>Denco, supplies</td>
</tr>
<tr>
<td>Ingram, books</td>
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<tr>
<td>Johnson Controls, repairs &amp; maintenance</td>
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<tr>
<td>MDU, utilities</td>
</tr>
<tr>
<td>Mobridge Hardware, supplies</td>
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<tr>
<td>SD State Historical Society, prof. service</td>
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<tr>
<td>Servall, supplies</td>
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<td>West River Telecommunications, utilities</td>
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<tr>
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<tr>
<td>Homestead Building Supplies, repair &amp; maintenance</td>
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<td>Johnson Controls, repairs &amp; maintenance</td>
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<tr>
<td>Mobridge Hardware, supplies</td>
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<tr>
<td>Runnings, supplies</td>
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<td>West River Telecommunications, utilities</td>
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<thead>
<tr>
<th>NATIONAL GUARD ARMORY</th>
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<tbody>
<tr>
<td>USDA-Rural Development, loan payment</td>
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<th>LIQUOR</th>
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<tr>
<td>Mobridge Tribune, publishing</td>
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<td>SD Department of Revenue, liquor &amp; beer license</td>
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<td><strong>Total</strong></td>
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<tr>
<th>ZONING</th>
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<tr>
<td>Salaries</td>
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<td>Mobridge Tribune, publishing</td>
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<th>3B</th>
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<tr>
<td>Chamber of Commerce, other</td>
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<tr>
<td>Language Line Services, prof. services</td>
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<tr>
<td>Great Western Bank, prof. services</td>
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<tr>
<td>High Point Networks, prof. services</td>
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<tr>
<td>Mobridge Tribune, prof. services</td>
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<tr>
<td>Priority Dispatch, computer software &amp; hardware</td>
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Fleet Services, gasoline 1,112.95  
Galls, LLC, uniforms/equipment 913.94  
Gienger Sales & Services, supplies 80.00  
Grand Central, vehicle maintenance 139.54  
GTC Auto Parts, vehicle maintenance 5.88  
High Point Networks, prof. services 175.00  
Inracks, LLC, computer software & hardware 1,503.53  
Johnson Controls, prof. services 701.89  
Kiesler Police Supply, training supplies/uniform/equipment 3,302.76  
Marco, Inc., copier 67.97  
MDU, utilities 581.97  
Milliken Electric, building maintenance 560.27  
Mobridge Hardware, supplies 39.72  
Mobridge Regional Hospital, prof. services 240.00  
N&W Auto Repairs, vehicle maintenance 483.40  
Oahe Vet, prof services 260.00  
Paylessfoods, supplies 68.44  
Radar Shop, radio maintenance 368.71  
SD Secretary of State, prof. services 30.00  
SD Sheriff Association, travel & conference 85.00  
Sunset Law Enforcement, supplies 491.40  
Verizon Wireless, cell phone 131.57  
West River Telecommunications, utilities 592.42  
Western Rancher, prof. services 72.00  
**26,014.45**  

**FIRE DEPARTMENT**  
Salaries 500.00  
Bridgemark Insurance Solutions, liability insurance 10,487.00  
Central Diesel, truck maintenance 1,120.48  
Gas-N-Goodyes, gasoline/diesel 157.15  
GTC Auto Parts, truck maintenance 17.15  
Johnson Controls, prof. services 701.89  
Lucky's Pit Stop, gasoline 40.98  
MDU, utilities 547.99  
Runnings, supplies 22.85  
Slater Oil, LP gas & fuel 61.03  
West River Telecommunications, utilities 88.27  
**13,244.79**  

**OTHER PROTECTION**  
MDU, utilities 25.01  
**25.01**  

**SOLID WASTE COLLECTION**  
Heartland Waste, prof services 21,128.00  
Mobridge Tribune, prof. services 39.06  
**21,167.06**  

**REGULATION & INSPECTION**  
Office Depot, supplies 73.30  
Titles of Dakota, prof. services 250.00  
US Postal Service, postage 73.34  
Walworth County Landfill, prof. services 82.90  
**479.54**  

**WEST NILE**  
Mobridge Hardware, supplies 23.96  
**23.96**  

**STREET DEPARTMENT**  
Salaries 10,712.81  
Bridgemark Insurance Solutions, liability insurance 10,007.86  
**20,720.67**  

**WATER DEPARTMENT**  
Salaries 18,593.57  
Aqua-Pure Inc., chemical 2,082.29  
Bridgemark Insurance Solutions, liability insurance 18,210.52  
Dakota Glass & Alignment, prof. services 15.00  
Dakota Supply Group, for in-house repairs 212.98  
Gregg's Drilling & Excavating, prof. services 6,303.27  
Homestead, supplies 13.73  
Johnson Controls, building maintenance 1,403.76  
LJ Plumbing Heating & Air, LLC, repairs and maintenance 204.08  
Marco Inc., copier 67.97  
MDU, utilities 3,578.19  
Metering & Technology Solutions, prof. services 13,500.00  
Mobridge Hardware, supplies 130.72  
Mobridge Tribune, supplies 321.05  
Moore Engineering, prof. services 15,292.54  
Office Depot, office supplies 73.31  
Paylessfoods, supplies 31.15  
Runnings, supplies 172.94  
SD Dept. of Health, water samples 135.00  
SD One call, prof. services 3.15  
Slater Oil, gasoline 5,345.20  
Swanson Equipment Corporation, equipment maintenance 1,422.08  
US Postal Service, postage 348.17  
USA Blue Book, repairs & maintenance 629.71  
USDA-Rural Development, loan payment 2,373.00  
Verizon Wireless, cell phone 105.50  
West River Telecommunications, utilities 236.42  
Western Rancher, uniforms/equipment 209.70  
**72,421.43**  

**SEWER DEPARTMENT**  
Salaries 11,733.34  
Bridgemark Insurance Solutions, liability insurance 13,828.24  
Deputy Finance, postage 19.00  
Fisher Scientific, supplies 1,167.24  
Gregg's Drilling & Excavating, prof. services 7,685.88  
GTC Auto Parts, sup. for in-house repairs 39.80  
Johnson Controls, building maintenance 701.89  
LJ Plumbing Heating & Air, LLC, repairs and maintenance 291.84  
Marco Inc., copier 67.97  
MDU, utilities 3,632.32  
Milbank Winwater Works, supplies 1,342.65  
Minnesota Valley Testing Labs, water samples 127.00  
Mobridge Hardware, supplies 204.01  
Mobridge Tribune, supplies/publishing 356.12  
Moore Engineering, prof. services 44,000.00  
Office Depot, office supplies 73.31  
Overhead Door Company, building maintenance 428.57  
Paylessfoods, supplies 24.95  
Runnings, supplies 867.01  
SD Dept. of Health, water samples 279.00  
**25,885.61**  

**TOTAL**  
**8,421.53**
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<th>Description</th>
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