

AGENDA
Mobridge City Council - Regular Meeting
Wednesday January 8, 2025 5:30 P.M.
Mobridge City Hall

- 1) **Call to Order & Roll Call**
- 2) **Pledge of Allegiance**
- 3) **Adopt Agenda**
- 4) **Approve Minutes**
December 10, 2024 regular meeting and December 30, 2024 special meeting [1]
- 5) **Unfinished Business**
2nd reading of Ordinance No. 24-02, short term rental licenses [2]
- 6) **New Business**
Water/Wastewater Dept.
 - a. Approve quote from Graham Tire Co for tires for the sludge truck \$30,063.62 [3]**Fire Dept.**
 - a. Approve 2025 roster [4]**Finance Department**
 - a. Public notice and approval of brown bag permits [5]
 - b. Approve Resolution 25-01, salary resolution [6]
 - c. Designate the Mobridge Tribune as the Official Newspaper for 2025
 - d. Authorize Electronic or Early Payments for 2025 [7]
 - e. Set Election Date and approve joint election with the school [8]
 - f. Approve Resolution 25-02, revising leave without pay provision of personnel policy manual [9]
 - g. Approve Resolution 25-03, adopting hazard mitigation plan [10]
 - h. Public hearing and approval of Resolution 25-04, vacate street [11]
 - i. Approve a level increase for dispatcher Cindy Rische, increasing her hrly wage from \$26.02 to \$26.36 eff. 12/29/24
 - j. Scherr Howe boiler repair [12]
 - k. Approve application for short term rental and fees [13]
 - l. Approve Jamie Dietterle as Executive Director of Housing at \$81,000 per year
 - m. Approve Cooperative Agreement with Mobridge Housing [14]
 - n. Approve moving February regular meeting to February 5th
- 7) **Discussion and Information Item**
 - a. Financial Report
 - b. Building Permits and 2024 Summary [15]
 - c. Events and Library Report
- 8) **Public Forum and Visitors*****
The Public Forum and Visitors section offers the opportunity for anyone not listed on the Agenda to speak to the Councilpersons concerning important topics. The time will be limited to 5 minutes in length.
- 9) **Payment of Bills** [16]
- 10) **Adjournment**

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

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

**MOBRIDGE CITY COUNCIL
REGULAR MEETING
December 11, 2024**

Pursuant to due call and notice thereof, a Regular Meeting of the Common Council of the City of Mobridge, South Dakota was held in City Hall in said City on Wednesday, December 11, 2024, at 5:30 P.M. Mayor Gene Cox, and the following council were present: Mound, Cerney, Reichert, Jensen, Kemnitz and Carlson.

AGENDA:

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

MINUTES:

Moved by Mound, second by Carlson and carried, to approve the minutes from November 13, 2024, regular meeting.

NEW BUSINESS:

Zoning

CONDITIONAL USE PERMIT APPEAL – Mike and Wayne Stangl were present to ask the Council to reverse the zoning board's decision on his application for a conditional use permit to place 2 campers on his property located at 6 7th Avenue East. The property is zoning R3, which allows for campers parked without a living structure for personal use only with a conditional use permit. After discussion, moved by Jensen, second by Mound and failed due to lack of majority, to approve a conditional use permit with the following conditions: a limit of 1 ½ campers (one full time and one part time), a living structure must be built within 5 years and other campers allowed over the holiday weekends not to exceed 5. Jensen, Carlson and Mound voted yes; Kemnitz, Cerney and Reichert voted no; and Cox voted no.

1st READING ORDINANCE 24-02, REGULATING SHORT TERM RENTALS – Moved by Jensen, second by Kemnitz and carried, to approve the 1st reading of Ordinance 24-02, an ordinance establishing title 6 chapter 15, licenses of the revised ordinances of the City of Mobridge. This ordinance regulates short-term rentals including licensing requirements and limiting the number.

Police Department

NEW HIRE – Moved by Reichert, second by Kemnitz and carried, to approve hiring police officer Ramiro Romero at \$23.20 per hour effective November 18, 2024.

PART TIME FILL IN OFFICERS – Moved by Kemnitz, second by Carlson and carried, to approve part time fill in officers Ashton Norder and Layne Perman at \$32.00 per hour effective December 2, 2024.

PART TIME FILL IN OFFICER NEW HIRE – Moved by Mound, second by Kemnitz and carried, to approve hiring part time fill in officer Pete Eng at \$32.00 per hour effective upon start date.

Water/Wastewater Department

PAY REQUEST No. 1 – Jerod with Moore Engineering was present to discuss the pay requests with the council. Moved by Mound, second by Carlson and carried, to approve pay request no. 1 to Preload, LLC in the amount of \$22,617.90 for the ground storage tank project.

PAY REQUEST NO. 2 – Moved by Reichert, second by Mound and carried, to approve pay request no. 2 to Preload, LLC in the amount of \$370,499.40 for the ground storage tank project.

PAY REQUEST NO. 2 – Moved by Carlson, second by Reichert and carried, to approve pay request no. 2 to Crow River Construction in the amount of \$240,897.72 for the water storage tank and transmission line project.

PAY REQUEST NO. 1 – Moved by Kemnitz, second by Mound and carried, to approve pay request no. 1 to Sentry in the amount of \$859,361.40 for the water treatment plant rehabilitation project.

Street Department

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NEW HIRE – Moved by Carlson, second by Reichert and carried, to approve new hire street maintenance Brad Iron at \$21.30 per hour effective December 2, 2024.

NEW HIRE – Moved by Carlson, second by Reichert and carried, to approve new hire street maintenance Thomas Little Bear at \$20.00 per hour effective December 9, 2024.

LEVEL INCREASE – Moved by Mound, second by Kemnitz and carried, to approve a level increase for Josh Fischer, increasing his hourly wage from \$22.64 to \$23.76 effective December 2, 2024.

SURPLUS – Moved by Reichert, second by Mound and carried, to surplus the Elgan sweeper.

Finance Department

NECOG AGREEMENT – Moved by Kemnitz, second by Carlson and carried, to approve the 2025 Northeast Council of Governments agreement in the amount of \$1,777.30.

POOL ASSIGNED FUNDS – Moved by Cerney, second by Mound and carried, to approve unassigning pool funds in the amount of \$84,331 to pay for the pool slide repairs.

TRANSFER POOL LOAN – Moved by Mound, second by Cerney and carried, to approve the budgeted transfer of \$50,000 from the general fund 101 to the pool loan fund 303.

TRANSFER PSAP FUNDS – Moved by Cerney, second by Carlson and carried, to approve the budgeted transfer of \$269,927 from the PSAP fund 260 to the general fund 101.

1ST READING ORDINANCE 24-03, SUPPLEMENTAL APPROPRIATION – Moved by Carlson, second by Mound and carried, to approve the 1st reading of ordinance 24-03, supplemental appropriation ordinance.

ABATEMENTS – Moved by Reichert, second by Carlson and carried, to approve the following abatements: Parcel # 5754 - \$3,626.75; Parcel # 5852 - \$2,501.51; Parcel # 6316 - \$149.59; Parcel # 5155 - \$754.47; Parcel # 5153 - \$14,097.46; Parcel # 5156 - \$673.82; Parcel # 5854 – 751.20; Parcel # 5823 - \$2,983.24; Parcel # 5818 - \$149.59; and Parcel # 5154 - \$30.00.

LEASE AGREEMENT – Moved by Kemnitz, second by Carlson and carried, to approve renewing the office space lease with Walworth County for 3 years in the amount of \$4,500 per year.

SCHERR HOWE BOILER REPAIR – Moved by Cerney, second by Mound and carried, to approve the repair quote with Johnson Control to repair the leaking boiler at Scherr Howe not to exceed \$20,591.20.

SCOREBOARD AT SOFTBALL FIELD – Moved by Cerney, second by Reichert and carried, to approve allowing the school to place a scoreboard on the northeast part of the softball field and providing electricity.

DISCUSSION AND INFORMATION:

FINANCIAL STATEMENT – Beck submitted a financial statement to the Council.

BUILDING PERMITS – The following building permits were approved by the Zoning Officer for the month of November 2024: City of Mobridge, Walking Trail, 12'x12' cover.

EVENTS AND LIBRARY UPDATE – The Council was provided an update on the library and event happenings.

YEAR END CITY COUNCIL MEETING – There will be an end of year meeting on December 30, 2024 at 5:30 PM.

PUBLIC FORUM AND VISITORS: No one wished to address the Council.

PAYMENT OF BILLS:

Moved by Carlson, second by Kemnitz and carried, to approve the following bills for payment:
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Accounts Management Inc., garnishment 649.39; Aflac, insurance 683.16; Airside Solutions, repair & maintenance 440.21; Aqua-Pure, chemicals 2,342.18; AT&T Mobility, telephone/utilities 835.10; Auto Value Mobridge, equipment maintenance/vehicle maintenance 403.37; Avera Occupational Medicine, prof. services 55.00; Badger Meter, prof. services 107.40; Bantz, Gosch & Cremer, prof. services 513.00; Best Western, travel & conference 269.00; Butler Machinery, equipment maintenance 13,257.40; Cam Wal Electric, street lights/utilities 628.86; Cardmember Services, prof. services/other services/repair & maintenance 477.90; Center Point Large Print, books 50.34; Central Diesel, equipment maintenance 35.87; Century Business Products, copier lease/supplies 460.17; Chamber of Commerce, other 15,148.19; Charles Bo Kaiser, uniform 80.00; Chris Keller, travel & conference 154.00; Consolidated Electrical Distributor, repair & maintenance 5,322.79; Credit Collections Bureau, garnishment 520.04; Dacotah Paper Co., supplies 205.03; Dakota Glass & Alignments, uniform and equipment 624.13; Dakota Radio Group, refund 486.90; Davis Martin, contract labor 1,225.00; Delta Dental of SD, dental 539.00; Denise Centeno, other services 50.00; Dish TV, utilities 66.10; Ethanol Products, chemicals 6,399.25; First Interstate Bank, HSA contributions/payroll taxes 39,400.16; Fisher Scientific, chemicals 72.57; Fleet Services, gasoline/vehicle maintenance 2,326.53; Government Finance Officers Assoc., other services 160.00; Governors Inn, travel & conference 109.00; Grand Central, vehicle maintenance 99.50; Greg Mix, other services 25.00; Hase Plumbing & Heating, improve other than buildings 24,840.23; Hawkins, chemicals 60.00; Heartland Waste, city wide cleanup/prof. services 24,471.85; High Point Network, computer software & hardware 2,992.35; Homestead Building Supplies, repair & maintenance/supplies 561.39; Idexx Distribution, supplies 974.77; Ingram Library Services, books 297.85; KCL, insurance 471.14; Kenneth Rossow, other services 50.00; KLJ, prof. services 15,100.00; KR Building Products, supplies 19.75; Language Line Services, prof. services 90.00; Library Director, other services 5.11; Lillian Wientjes, other services 50.00; Liz Ford, other services 50.00; M&M Electric, machinery & equipment 314.59; MacQueen, equipment maintenance 1,085.00; Mastercard, machinery & equipment/prof. services/supplies/repair & maintenance/uniform & equipment 2,057.47; MDU, utilities/street lights 7,369.14; Merkel's Foods, supplies 11.78; Midco, utilities 208.39; Minnesota Valley Testing Laboratories, water samples 158.00; Mobridge Hardware, equipment maintenance/supplies/supplies for in-house repairs/uniform & equipment/buildings/repair & maintenance/small tools/machinery & equipment 2,686.38; Mobridge Manufacturing, truck maintenance 7,250.00; Mobridge Pink Ladies, refund 750.00; Mobridge Regional Hospital, prof. services 256.00; Mobridge Senior Center, other services 6,500.00; Mobridge Tribune, publishing 4,749.01; Moore Engineering, prof. services 51,087.12; Oahe Vet, prof. services 490.00; ODP Business Solutions, supplies 580.97; Olson Heating & Air, machinery & equipment 4,531.89; Paylessfoods, supplies 253.26; Payment Service Network, credit card fees 143.95; Plunkett's Pest Control, prof. services 71.81; Premier Equipment, equipment maintenance/repair & maintenance 79.92; Quenzer Electric, street lights 19,970.00; RDO Equipment, machinery & equipment 44,487.40; Rising Hope Counseling, training 100.00; Runnings Supplies, equipment maintenance/supplies/vehicle maintenance/repair & maintenance 423.59; SD Child Support Payment Center, garnishment 553.38; SD DANR, prof. services 3,550.00; SD Dept. of Health, water samples 312.00; SD One Call, prof. services 18.90; SD Retirement System, retirement 18,470.12; SD State Treasurer, sales tax 1,832.87; SDRS Supplemental Retirement, retirement 400.00; Share Corporation, supplies 414.55; Slater Oil, diesel/gasoline/lp gas 4,831.55; TimeClock Plus, computer software & hardware/other services 2,007.10; Trevor Laine, refund 34.25; Tri-State Water, supplies 39.90; Uniform Center, uniforms/equipment 22.00; US Postal Service, postage/supplies 1,124.59; USDA-Rural Development, loan payment 5,298.00; Valley Telecommunications, utilities 837.16; Venture Communications, utilities 424.09; Verizon Wireless, telephones 133.03; Voyager, diesel/gasoline 391.88; Walworth County Register of Deeds, prof. services 30.00; WasteCorp Pump's, equipment maintenance 2,079.49; Wellmark, insurance/prof. services 17,326.10; West River Telecommunications, utilities/telephone 4,582.93; Western Communications, radio maintenance 100.00

Salaries: Administration – 9152.91; City Administrator – 2262.30; Govt Bldg – 186.30; Police Dept – 78096.77; Fire Dept – 700.00; Street Dept-11830.46; Code Enforcement – 381.60; Culture Recreation – 3954.45; Parks – 609.76; Zoning – 1035.78; Library -5452.69; 24/7 -1989.91; Water Department – 22308.63; Sewer Department -13745.76 and Airport – 1000.05.

There being no further business to come before the Council, the meeting adjourned at 6:31 PM on a motion by Cerney, second by Kemnitz and carried.

Heather Beck, Finance Officer
Mobridge City Council – December 11, 2024

Gene Cox, Mayor

**MOBRIDGE CITY COUNCIL
SPECIAL MEETING
December 30, 2024**

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 Mobridge City Hall in the said City on Monday December 30, 2024, at 5:30 PM. Mayor Gene Cox, City Administrator/Finance Officer Heather Beck, and the following councilpersons were present: Mound (by phone), Cerney, Reichert, Jensen, Kemnitz and Carlson.

AGENDA – The agenda was approved on a motion from Reichert, second by Cerney and carried.

2ND READING ORDINANCE NO. 24-03, SUPPLEMENTAL APPROPRIATIONS – Moved by Cerney, second by Carlson and carried, to approve the 2nd reading of Ordinance No. 24-03, supplemental appropriation ordinance for the 2024 budget.

**ORDINANCE NO. 24-03
SUPPLEMENTAL APPROPRIATION ORDINANCE**

BE IT ORDAINED by the Common Council of the City of Mobridge, South Dakota, that the following sum is supplementally appropriated to meet the obligations of the municipality.

	PSAP				Pool Loan	Total
	General Fund	911 Fund	24/7 Fund	Fund		
410 General Government						
411.1 Board, Council or Commission	0					0
412.1 Mayor	0					0
412.2 City Administrator	1,000					1,000
413.0 Elections	0					0
414.2 Finance Officer	0					0
419 Other General Government	0					0
419 Other General Government	0					0
419.11 Advertising	0					0
419.2 General Government Buildings	0					0
419.8 Old City Hall	0					0
Total General Government	1,000	0	0	0	0	1,000
420 Public Safety						
421 Police	35,000		4,700			39,700
422 Fire	0					0
422.1 Fire Admin	48,836					
429 Other Protection	200					200
Total Public Safety	84,036	0	4,700	0	0	88,736
430 Public Works						
431 Highways and Streets	0					0
431.01 Street Reconstruction Project	0					0
431.1 Entrance Signs	0					0
432.3 Solid Waste Collection	28,000					28,000
433 Water	0					0

435 Airport						0
437 Cemetery						0
Total Public Works	28,000	0	0	0	0	28,000
440 Health and Welfare						
441.1 Regulation & Inspection	0					0
441.3 West Nile	0					0
Total Health and Welfare	0	0	0	0	0	0
450 Culture and Recreation						
451 Pool	66,500			2,100		68,600
451.1 Culture & Recreation Management	1,100					1,100
452 Parks	4,000					4,000
452.1 Trails	0					0
455 Library	0					0
456 Auditorium	0					0
458 Museum	0					0
Total Culture and Recreation	71,600	0	0	0	2,100	73,700
460 Conservation and Development						
463.1 Urban Redevelopment	0					0
465.0 Ec Development and Assist	0					0
465.3 Riverfront Development	0					0
Total Conservation and Development	0	0	0	0	0	0
Total Miscellaneous	0	0	0	0	0	0
490 Miscellaneous						
499 Liquor	50					50
Total Miscellaneous	50	0	0	0	0	50
510 Other Financial Uses						
511 Operating Transfers Out	0					0
Total Appropriations	184,686	0	4,700	0	2,100	191,486
Source of Funding						
Unassigned Fund Balance	33,404	0	4,700	0	2,100	40,204
Assigned Fund Balance	0					0
310 Taxes						0
330 Intergovernmental Revenue						0
340 Charges for Goods and Services	75,140					75,140
360 Miscellaneous Revenue						0
388 Solid Waste Collection Fees						0
367 Other Contributions	56,142					56,142
388 Collection Fees	20,000					20,000
390 Other Sources						0
39110 Operating Transfers In						0
Total Means for Finance	184,686	0	4,700	0	2,100	191,486

PUBLIC HEARING AND TRANSFER OF LIQUOR LICENSE – Hearing no opinion for or against, moved by Mound, second by Carlson and carried, to approve the transfer of an on-sale liquor license from J.W. Morris dba Silver Dollar to JS Ventures, LLC dba Silver Dollar located at Lot 10, Block 6, Original Plat to the City of Mobridge.

GRANT FOR LIBRARY BUILDING – Moved by Cerney, second by Reichert and carried, to approve accepting the grant from the South Dakota State Historical Society in the amount of \$15,000 for the point tuck repair of the old library building.

CHANGE ORDER TRANSMISSION LINE PROJECT – Moved by Reichert, second by Jensen and carried, to approve Change Order No. 1 for an increase of the contract in the amount of \$856,515 for the water transmission line project. The reason for the change order is to replace the transmission line leading to the water storage tank due to funding availability.

AMENDMENT TO TASK ORDER NO. 1 – Moved by Carlson, second by Reichert and carried, to approve Amendment to Task Order No. 1 to add the transmission line project not to exceed \$53,738.

STEP INCREASE – Moved by Carlson, second by Cerney and carried, to approve a step increase for Taylor Talley, increasing her hourly wage from \$22.76 to \$23.83 effective September 9, 2024.

WATER/WASTEWATER WAGE SCALE – Moved by Reichert, second by Kemnitz and carried, to approve a restructured wage scale for the water/wastewater department. The wage scale was discussed in length with the committee and recommended for approval. This simplifies the wage scale and accounts for years of service up to ten years.

PAYMENT OF BILLS - Moved by Carlson, second by Cerney and carried, to approve the following bills for payment: Accounts Management Inc., garnishment 697.60; Aflac, insurance 1,024.74; Auto Value Mobridge, repair & maintenance/supplies 172.72; Bantz, Gosch & Cremer, LLC, attorney services 1,425.40; Blankartz Construction, buildings 12,100.00; Bridges Against Domestic Violence, allocation 1,500.00; Butler Machinery, machinery maintenance 6,925.69; Center Point Large Print, books 50.34; Central Diesel, truck maintenance 1,225.72; Coca Cola Bottling Co., supplies 231.50; Credit Collections Bureau, garnishment 520.04; Dakota Glass & Alignments, truck maintenance 118.49; Dish TV, utilities 66.10; Dwight Baumann, repair & maintenance 255.00; First Interstate Bank, HSA contributions/payroll taxes 38,213.72; Fisher Scientific, chemicals 359.14; Graymont, chemicals 5,882.79; Gregg's Drilling & Excavating, prof. services 3,950.00; Hammer Honda, repair & maintenance 1,035.53; Hawkins, chemicals 140.00; Heiman, equipment 20,404.08; Homestead Building Supplies, repair & maintenance 479.44; Ingram Library Services, books 99.99; John Deer Financial, equipment maintenance 361.64; Johnson Controls, buildings 13,925.64; Klein Museum, allocation 1,500.00; KLJ, prof. services 19,500.00; Merkel's Foods, supplies 49.54; Midco, utilities 208.39; Milbank Winwater, supplies 136.53; Mobridge Aquatic Center, allocation 1,000.00; Mobridge Candy, supplies 444.32; Mobridge Fire Dept, equipment/communication & radio 7,690.37; Mobridge Hardware, janitor supplies/supplies/repair & maintenance 161.62; Mobridge Ministerial Association, allocation 500.00; Mobridge Rotary Club, prof. services 100.00; Mobridge Senior Center, allocation 1,500.00; Mobridge Youth Wrestling, allocation 753.00; Orth Lawn Service, prof. services 60.00; Paylessfoods, supplies 230.71; Premier Equipment, equipment & machinery/supplies/improve other than buildings 9,528.20; Riteway, supplies 1,287.90; Roesler Services, truck maintenance 3,000.00; Runnings Supplies, buildings/sup. in-house repairs/uniform & equipment/supplies 1,009.54; SD Attorney General, participation fees 1,456.00; SD Child Support Payment Center, garnishment 559.38; SD Dept. of Health, water samples 486.00; SDRS Supplemental Retirement, retirement 200.00; Slater Oil, gasoline/lp gas 10,792.05; Splashtacular, prof. services 16,142.50; Venture Communications, utilities 424.09; Verizon Wireless, telephones 133.03; Walworth Country Landfill, prof. services 27.48; Wellmark, health insurance 17,257.74; and Western Rancher, supplies 240.00.

Salaries: Administration – 5535.14; City Administrator – 2262.30; Police Dept – 75824.40; Street Dept-14570.00; Code Enforcement – 360.40; Pool – 5147.02; Zoning – 1035.78; Library -9527.54; 24/7 -2062.27; Water Department – 21893.80; Sewer Department -13921.58 and Airport – 244.80.

There being no further business to come before the council, the meeting adjourned at 5:47 PM on a motion by Carlson, second by Cerney and carried.

Heather Beck, Finance Officer

Gene Cox, Mayor

Published once at the total approximate cost of \$

ORDINANCE 24-02

AN ORDINANCE ESTABLISHING TITLE 6 CHAPTER FIFTEEN (~~4516~~), LICENSES, OF THE REVISED ORDINANCES OF THE CITY OF MOBRIDGE, SOUTH DAKOTA

BE IT ORDAINED by the City Council of the City of Mobridge, South Dakota, that Title 6 in Chapter ~~4516~~, Licenses, of the revised ordinances of the City of Mobridge, be established to read as follows.

6-~~4516~~-0 SHORT TERM RENTALS

6-~~4516~~-1 DEFINITIONS

Unless an alternative definition is explicitly stated in this section, this chapter utilizes the definitions for lodging related terms which are defined by SDCL 34-18-1.

Bed and Breakfast Facility - A small lodging establishment that offers overnight accommodation and breakfast.

Department – The South Dakota Department of Health.

License Holder – The property owner of a short term rental property that possesses a license under this article to operate the short term rental for which the license was issued.

Property Owner - The individual, individuals or company that has proprietors’ rights to the property.

Short Term Rental - Bed and breakfast facilities and vacation home rentals that are available for rental to the same guest(s) for a period not exceeding thirty consecutive days. A short term rental does not include a bed and breakfast facility or a vacation home rental that is available for rent for fourteen or fewer days in a calendar year. Any short term rental which may be used occasionally as a bed and breakfast facility and at other times be used as a vacation home rental shall be reviewed as a vacation home rental.

Transfer - The grant or conveyance of an ownership interest in the short term rental property from an entity, trust, person, or combination thereof to another entity, trust, person, or combination thereof. The grant or conveyance of an ownership interest in the short term rental property from one spouse to his or her respective spouse by lawful marriage shall not be considered a transfer.

Vacation Home Rental (VHR) - A short term rental in which a private ~~dwelling~~ ~~dwelling property~~ is rented, leased, or furnished in its entirety to the public on a daily or weekly basis for a charge, and where ~~the dwelling~~ ~~no portion of the property~~ is ~~not~~ also occupied by an owner or manager during the time of rental.

6-~~4516~~-2 GENERAL PROVISIONS

- (a) Occupancy of recreational vehicles (RVs), camper trailers and tents shall not be allowed as a VHR.
- (b) The minimum age allowed for the principal renter of a VHR is 21 years of age.
- (c) The use of open fires, fire pits, fireworks, charcoal burning grills, gas fired grills, or other devices (as applicable) shall not be allowed without permission from the owner, property manager or local contact. The owner, property manager or local contact must comply with all federal, state and/or local laws, ordinances, or rules regarding open burning, burn barrels, fire pits, fireworks, fireplace, or the burning of any flammable material.

6-1516-3 LICENSE REQUIRED

No short term rental may be operated in the city without the appropriate valid and current license issued by the city pursuant to this article. A violation of this provision is subject to a penalty of \$500. Each day of the violation constitutes a separate offense.

No short term rental may be operated in the city without the appropriate valid and current license issued by the Department pursuant to rules promulgated under SDCL 34-18. A violation of this provision is subject to a penalty of \$500. Each day of the violation constitutes a separate offense.

6-16-4 — LICENSE APPLICATION

An application for a short term rental license must be made on a form provided by the city. No other application form will be considered.

The applicant must submit the following:

- (1) Application fee as contained within the Rates and Fee Schedule, which is set and amended by resolution.
- (2) An application that will include, but is not limited to, the following:
 - a) Each property owners name, permanent address, and phone number.
 - b) The legal description and physical address of the property to be used as a short term rental.
 - c) A description of the proposed use (including any outdoor use), the maximum number of rooms and occupancy available, and the anticipated dates the short term rental will be available for overnight accommodations.
 - d) Contact information for the property manager or local contact individual to comply with the requirements of this Section, and to be contacted in case of complaint or emergency.
 - e) Any additional information requested by the city.
- (3) A copy of the Lodging License issued by the Department.
- (4) A copy of the owner's South Dakota Sales Tax License issued by the South Dakota Department of Revenue.
- (5) A copy of the property's insurance coverage reflecting the endorsement for the short term rental.

6-16-5 — ISSUANCE OF LICENSE

Once an application is filed, the application will be referred to the appropriate city departments for an investigation into the applicant's eligibility for a license. If applicant meets the requirements in 6-15-4, the City Council shall consider the application at a public hearing. Notice shall be given at least fifteen (15) days in advance of public hearing. All adjacent property owners shall be notified by ~~certified~~ **first class** mail. Notice of such hearing shall be published in one (1) official publication of the City at least fifteen (15) day prior to the public hearing.

- (a) The City Council may issue a license unless:
 - (1) The owner has made a false statement on the application or submits false records or documentation; or
 - (2) The property is not in compliance with the Department.
 - (3) The license is to be used for a business prohibited by state or local law, statute, rule, ordinance, or regulation; or
 - (4) Any applicant or property owner has had a short term rental license revoked by the city or a lodging license revoked by the state; or
 - (5) Any property owner of the property is overdue in payment to the city of taxes, fees, fines,

or penalties assessed against or imposed upon the applicant in relation to any short [term](#) rental property; or

- (6) The applicant will not be operating the business for which the license would be issued.
- (b) The city will reject any application if the limit on the number of short term rentals has been reached.
- (c) The applicant shall pay all costs associated with the public hearing and providing notice of the public hearing.

6-1516-6 NUMBER OF LICENSES

No more than twenty-five (25) bed and breakfast facility and vacation home rentals shall be allowed to operate in the City at any given time.

Vacation home rentals and bed and breakfast facilities already existing on Airbnb or a similar site at the time of the passage of this ordinance may apply for licensure within sixty of passage of this ordinance and, if approved, shall be considered Pre-existing Facilities. Pre-existing Facilities shall count towards the overall limit of twenty-five (25) licenses but shall not be subject to said limit, including at time of license renewal for any Pre-existing Facility.

6-1516-7 EXPIRATION OF LICENSE AND RENEWAL

- (a) Each license shall be for a calendar year. A license holder must renew the license on an annual basis in order to continue the short term rental operation. Renewal applications shall include the following:
 - (1) The annual application fee as contained within the Rates and Fee Schedule, which is set and amended by resolution.
 - (2) A copy of the current Lodging License issued by the Department.
 - (3) A copy of the property's insurance coverage reflecting the endorsement for the short term rental.
 - (4) Contact information for the property manager or local contact individual to comply with the requirements of this Section, and to be contacted in case of complaint or emergency.
- (b) It may be renewed within thirty (30) days of its expiration, but if a license holder fails to renew the permit within thirty (30) days of expirations, he or she must submit a new license application. The license holder must continue to meet the license requirements to be eligible for a renewal.
- (c) Failure to renew a license in accordance with this section may result in additional fees. Upon expiration of the license, the city may order closure of the short term rental.
- (d) If a Pre-existing Facility, as defined in 6-15-6 above, fails to renew its license, it shall lose its status as a Pre-existing Facility and any new license application for the facility will be subject to the license limit contained in 6-15-6.
- (e) If a license holder has not operated a short term rental for which it holds a license in the preceding twelve (12) months, the license will not be renewed.

6-1516-8 SUSPENSION OR REVOCATION OF LICENSE

The City may suspend or revoke any short term rental license, or refuse to issue a license, for any of the following grounds:

- (a) Failure to adhere to applicable regulations or laws.
- (b) Concerns expressed to the City about the operation of the short term rental, including nuisance issues, noise complaints, safety concerns, calls for service to the Police department, or similar complaints.
- (c) Commission of fraud or willful misrepresentation in the application for or in obtaining a license.
- (d) Commission, or permitting, aiding, or abetting in the commission of any unlawful act in the short term rental.
- (e) Conduct or practices detrimental to the public health, safety, or welfare.
- (f) Any property owner is delinquent in payment to the city, county, or state for any taxes or fees related to the short term rental.
- (g) The Department issued registration is suspended, revoked, or not renewed or the registration certificate is expired.

6-1516-9 SUSPENSION AND REVOCATION PROCESS

- (a) The license holder will be issued a notice of intent to suspend or revoke a short term rental license and the reasons for the suspension or revocation by first class mail to the license holder's address on record.
- (b) If the license holder disputes the suspension or revocation, the license holder has ten (10) days from the postmark date on the notice to request a hearing before a hearing panel, which will consist of the Mayor, Council Zoning Committee Representatives, and City Administrator.
- (c) A suspension will be for thirty (30) days and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder exercises its rights to process and appeal, in which case the suspension takes effect upon the final determination of suspension.
- (d) A revocation will be for one (1) year and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the owner appeals the revocation, in which case the revocation takes effect upon the final determination of revocation.
- (e) Any property owner who has had a license revoked may not be issued a short term rental license for one year from the date the revocation became effective.

6-1516-10 APPEAL

A property owner who has been denied a license or renewal of a license or who has had a license suspended or revoked under this article may appeal to the City Council by submitting a written appeal within ten (10) days of the postmark on the notice of denial, nonrenewal, suspension, or revocation. The written appeal must be submitted to City Administrator's Office. The appeal will be considered by the City Council at a regularly scheduled meeting within one month of the receipt of the appeal.

6-1516-11 LICENSES NOT TRANSFERABLE

A short term rental license may not be transferred to a different location or to a different property owner.

6-1516-12 PENALTIES

Any person who operates or causes to be operated a short term rental without a valid license or in violation of this article is subject to a suit for injunction as well as prosecution for ordinance

violations. Such violations are punishable by a maximum fine of five hundred dollars (\$500.00). Each day a short term rental so operates is a separate offense or violation.

Severability. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

Dated this ~~13th~~8th day of ~~November~~January 2025.

Gene Cox, Mayor

ATTEST:

Heather Beck, Finance Officer

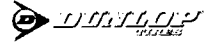
First Reading: December 11, 2024

Second Reading: January 8, 2025

Adopted: January 8, 2025

Published: January 15, 2025

Effective: February 4, 2025



ESTIMATE # 1945250

GRAHAM TIRE ABERDEEN
2320 6TH AVENUE S.E.

ABERDEEN, SD 57401

605/225-2352
NONSIG #: 000119540
CUSTOMER: MOBRIDGE CITY OF
205E2ND ST
901040
MOBRIDGE SD

PAGE: 1
TIME STARTED: 09:35:51

BUSINESS: 605/845-8408 0 PO NUMBER: KURT
PRIMARY: 605/000-0000 0 VEHICLE: 1982 SLUDGE HAUL TRUCK
SALESMAN: 00911 LICENSE: SD SD
ESTIMATE DATE: 12/30/24 TERMS: NET/10
PICKUP AT STORE: N

PRODUCT	MECHANIC	QUANTITY	PRICE	LABOR	EXTENSION
54X37.00-25/L FIR DT LOGGER OFFFTIRE		4	6475.00		25900.00
48X25.00-20/H PMX TERA TRBO2 OFFFTIRE		2	1388.00		2776.00
REPLACE ALL 6 TIRES 046102000		1		1200.00	1200.00
20" O RINGS 046291000		2	15.00		30.00
25" O RINGS 046293000		4	17.00		68.00
MISC VALVE HDW(OTR & FARM) PARTS 041288000		6	9.95		59.70
MISC SHOP SUPPLIES 046880000			29.92		29.92

ESTIMATE TOTAL: 30063.62

***A COPY OF THIS ESTIMATE HAS BEEN EMAILED**

*****WE RECOMMEND RETORQUING ALL LUGNUTS AFTER 25-50 MILES*****
THANK YOU FOR CHOOSING GRAHAM TIRE, WE APPRECIATE THE OPPORTUNITY TO SERVE YOU

X

(MERCHANDISE RECEIVED IN GOOD CONDITION)

All accounts not paid by the 10th of the following month will be past due and will be applicable to a FINANCE CHARGE on the statement balance. The FINANCE CHARGE WILL BE 1.50% per month (ANNUAL PERCENTAGE RATE 18% on the unpaid balance, or maximum allowed by law. Minimum charge of \$1.00).

2025 MOBRIDGE FIRE DEPARTMENT ROSTER

Fire Chief – Doug DeLaRoi

Assistant Fire Chief – Ryan Reis

Secretary/Treasurer – Colton Hunter

Equipment and Training – Justin Sadler

Mitch Voller

Justin Wiest

Brent Wiederholt

Kris Mosset

Steve Schneider

Kody Conlon

James Bieber

Brady Fuhrer

Kasey Roesler

Kurt Schmaltz

Chris Zeller

Dave Guggolz

Adam Fiedler

Kelly Silbernagel

Kyle Beier

Hunter DeLaRoi

Chase DeLaRoi

Scott Mertz

Wyatt Bieber

Snowy Fire Cloud

Adam Schmidt

**NOTICE OF PUBLIC HEARING
UPON APPLICATION FOR TEMPORARY BROWN BAG PERMIT**

NOTICE IS HEREBY GIVEN THAT: The City Council in and for the City of Mobridge, South Dakota on the 8TH day of January 2025 will consider the following applications for a Brown Bag Permits to operate within the municipality. This public hearing will take place during the regularly scheduled City Council meeting beginning at 5:30 PM.

- APPLICANT: City of Mobridge
- LOCATION: AH Brown Library on January 17, 2025
- Scherr Howe Event Center on February 16, 2025
- AH Brown Library on February 21, 2025
- AH Brown Library on March 28, 2025
- AH Brown Library on April 25, 2025

NOTICE IS FURTHER GIVEN: That any person, persons or their attorney may appear and be heard at said scheduled Public Hearing.

Heather Beck
Finance Officer

RESOLUTION 25-01

WHEREAS, the following offices or positions of the City are created by statute or ordinance (Mobridge Ordinance 1-1-2); and WHEREAS, the compensation must be set for each employee (Mobridge Ordinance 1-1-1[25]); NOW THEREFORE, BE IT RESOLVED that the following compensation shall be set for 2025;

Name	Position	Hourly	Annually
Cox, Gene	Mayor		\$9,548.00
Carlson, Randy	Councilperson		\$6,753.00
Cerney, Amy	Councilperson		\$6,753.00
Jensen, Kyle	Councilperson		\$6,753.00
Kemnitz, Brent	Councilperson		\$6,753.00
Mound, Jade	Councilperson		\$6,753.00
Reichert, Curtis	Councilperson		\$6,753.00
DeLaroi, Doug	Fire Chief		\$5,400.00
Ries, Ryan	Assistant Fire Chief		\$1,200.00
Hunter, Colton	Fire Dept Sec-Treas		\$1,800.00
Sadler, Justin	Fire Safety Officer		\$1,200.00
Beck, Heather	Finance Officer/City Administrator		\$93,577.00
Naasz, Alicia	Deputy Finance Officer	\$23.55	
Rawstern, Jacquelyn	City Clerk/Zoning Officer	\$19.99	
White Bull, Mackenzie	Properties Custodian	\$18.90	
Weninger-Schmaltz, Monica	Library Director/Recreation & Events Mana	\$25.83	
Bieber, Karla	Head Librarian	\$24.94	
Wilson, Staci	Assistant Librarian	\$16.87	
Fuhrer, Brady	Airport Manager		\$9,000.00
Blankartz, Donald	Waste Water Plant PT	\$40.00	
Brown, Daron	Water Plant Manager	\$27.01	
Fuhrer, Brady	Water/Wastewater Maintenance	\$23.05	
Kaiser, Charles Bo	Water Distribution Manager	\$26.55	
Keller, Chris	Wastewater Maintenance	\$25.30	
Schmaltz, Kurt	Water & Waste Water Superintendent		\$82,420.00
Shillingstad, Nathan	Water Plant Operator	\$23.55	
Open	Water/Wastewater Maintenance	\$21.00	
Vogel, Aaron	Wastewater Plant Operator	\$22.55	
Benson, Caylor	Dispatcher	\$25.02	
DeLaroi, Doug	Police Officer	\$31.35	
Eng, Pete	Fill In Police Officer	\$32.00	
Fire Cloud, Snowy	Dispatcher	\$25.68	
Fischer, Tammie Rae	Dispatcher	\$28.47	
Jungwirth, Justin	Police Captain/E911 Coordinator		\$82,115.00
Kaiser, Mark	Dispatcher	\$26.03	
Keller, Katelyn	Dispatcher	\$25.02	
Killsback, Emily	Police Officer	\$27.89	
Madison, Shawn	Police Chief		\$97,415.00
Maier, Laura	24/7 Administrator	\$18.99	
Nehls, Mike	Code Enforcement Officer	\$22.26	
Norder, Ashton	Fill In Police Officer	\$32.00	
Open	Police Officer	\$24.36	
Open	Police Officer	\$24.36	
Open	Police Officer	\$24.36	
Perman, Layne	Fill In Police Officer	\$32.00	
Rische, Cindy	Dispatcher	\$26.02	
Romans, Teresa	24/7 Administrator	\$18.99	
Romero Ramiro	Police Officer	\$24.36	
Talley, Teylor	Dispatcher	\$25.02	
Iron, Brad	Street Maintenance	\$22.37	
Enderson, Ryan	Street Superintendent	\$32.48	
Fischer, Josh	Street Maintenance	\$24.95	
Little Bear, Thomas	Street Maintenance	\$21.00	

Dated this 8th day of January 2025.

ATTEST:

Gene Cox, Mayor

Heather Beck, Finance Officer

Memo

To: Council Members
From: Heather Beck
Date: January 8, 2025
Re: Electronic Payments

There are certain payments that I make that may not be approved in the payment of bills prior to the payment being made due to the due dates of the payments or the payment process required by the vendor. For example, I may pay the credit card bill online before the next meeting so I can make the due date and avoid a late fee.

The auditors have recommended that I get approval from the council to make these types of payments each year. Below is a list of vendors that I would like to have authorization to pay electronically and/or prior to the next council meeting if necessary for 2025.

VENDOR

- AT&T
- Cardmember Services
- Century Link
- Credit Collections Bureau
- Deposit Refunds
- Dish TV
- First National Bank
- Fleet Services
- First Interstate Bank
- Kansas City Life
- Marco
- Midco
- SD Retirement System
- SD Office of Child Support
- SDRS Supplemental Retirement
- SD State Treasurer
- SD Unemployment Insurance Division
- USDA Rural Development
- Venture Communications
- Verizon Wireless
- United Accounts
- US Bank
- Wellmark Blue Cross Blue Shield

FOR

- Cell Phones
- Various Charges
- PSAP Utilities
- Wage Garnishment
- Scherr Howe
- Utilities
- Loan Payments
- Gasoline Fleet Card
- Payroll Tax Deposits/Various Charges
- Insurance
- Copier Lease
- Utilities
- Retirement Remittance
- Wage Garnishment
- Supplemental Retirement
- Sales Tax Report
- Unemployment Insurance
- Armory Loan Payments
- PSAP Utilities
- Cell Phones
- Wage Garnishment
- Loan Payments
- Health Insurance

Thanks,

Heather

Memo

To: Council Members
From: Heather Beck
Date: January 8, 2025
Re: Election Date

Hello,

The council is required to set the date of the annual municipal election no later than the first meeting in January. Therefore, I would ask that the council make a motion to hold the annual municipal election on Tuesday, April 8, 2025.

I would also ask that the council make a motion to approve combining the election with the school district to share costs and approve the Mayor signing the agreement.

Thanks,

Heather

Those positions up for re-election:

- Curtis Reichert – Ward 1
- Brent Kemnitz – Ward 2
- Jade Mound – Ward 3

RESOLUTION 25-02

A RESOLUTION REVISING THE LEAVE WITHOUT PAY PROVISIONS OF THE CITY OF MOBRIDGE PERSONNEL POLICY MANUAL

WHEREAS, on December 7, 2015, the City Council adopted the City of Mobridge Personnel Policy Manual, which has been periodically revised, most recently on February 8, 2023; and

WHEREAS, the City Council deems it advisable to revise the provisions of the City of Mobridge Personnel Policy Manual regarding leave without pay to comply with the Family and Medical Leave Act.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 7.5 of the City of Mobridge Personnel Policy Manual is revised to read as follows:

7.5 FMLA Leave

The city complies with the Family Medical Leave Act (“FMLA”). To the extent this policy conflicts with any provision of the FMLA, the provisions of the FMLA shall control. FMLA leave is unpaid leave. It is the policy of the City of Mobridge that an employee will be required to use at least up to 40 hours of their accrued vacation and/or sick leave before having the option to take the time off without pay. If an employee does not have 40 hours of accrued vacation and/or sick leave at the time of their FMLA leave, they will be required to use any amount they do have at that time. During an approved FMLA leave, the city will maintain your health and other benefits as if you continued to be actively employed. However, you must continue to pay your portion, if any, of the group health plan and other insurance premiums or your benefits may be cancelled. If you are requesting leave for a serious health condition, whenever possible the medical certification from your healthcare provider should be supplied before leave begins. The city, at no expense to you, may require examination(s) and/or information from your provider as set forth under the FMLA.

Further, the city, at no expense to you, may require an examination by a second health care provider designated by the city except in the case of military leave. If the second health care provider’s opinion conflicts with the original medical certification, the city, at no expense to you, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The city may require a subsequent medical recertification. Failure to provide requested certification within 15 days, if practicable, may result in delay of further leave until it is provided, and/or may subject you to discipline up

to and including termination for taking unauthorized leave or excessive absenteeism. The city can also contact this health care provider to clarify information on the medical certification, but you must sign the appropriate authorization form for such contact.

While on Leave

If you take leave because of your own serious health condition or to care for a covered relation, you should contact the City Finance Officer on the “first and third Tuesday” of each month regarding the status of the condition and your intention to return to work to see how you are progressing and so that the City is up to date on any new developments. In addition, you must give notice to the City Finance Officer as soon as practicable (within two business days, if feasible) if the dates of leave change are extended or initially were unknown.

Intermittent and Reduced Scheduled Leave

Leave because of a serious health condition or military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work each workday) if medically necessary. You will receive your current rate of pay for hours worked and time spent working will not count against your available FMLA leave. In addition, while you are on an intermittent or reduced schedule leave, the city may temporarily transfer you to an available alternative position which better accommodates your recurring leave, and which has equivalent pay and benefits.

Medical and Other Benefits

During an approved FMLA leave, the city will maintain your health and other benefits as if you continued to be actively employed. However, you must continue to pay your portion, if any, of the group health plan and other insurance premiums or your benefits may be cancelled. To accrue benefits such as Paid Time Off (PTO)/Vacation or Sick Bank, an employee must be working, using PTO/Vacation, Sick Bank, or holiday hours to equal at least fifty percent (50%) of their regularly scheduled time for the pay period. If you return to work owing any employer-made contributions to your insurance premiums to maintain coverage during your leave, you will be required to reimburse the City through payroll deduction immediately upon return. If you elect not to return to work at the end of the leave period, you will be required to reimburse the City for contributions to the health insurance premiums made to maintain coverage during your leave, unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

Returning from Leave

When you can return to work following a leave because of your own serious health condition, you should attempt to give the City at least one week’s notice by mailing or email to cityhall@westriv.com a medical certification stating that you are able to resume work. However, you should make sure that the city receives this

notice no later than two business days before your return to work after your leave. If your FMLA leave resulted from a workers' compensation injury, your health care provider may send an updated medical work status form to the City Finance Officer as soon as your return-to-work date is known, even if less than two business days before your return to work.

Dated this 8th day of January, 2025.

ATTEST:

Gene Cox, Mayor

Heather Beck, Finance Officer

RESOLUTION 25-03
ADOPT THE WARHAWK DISTRICT NATURAL HAZARD MITIGATION PLAN

WHEREAS the City of Mobridge has experienced severe damage from strong winds, flooding, hail, heavy snow, heavy rain, and tornadoes on many occasions in the past century, resulting in property loss, loss of life, economic hardship, and threats to public health and safety;

WHEREAS a Natural Hazard Mitigation Plan has been developed after more than one year of research and work by the City of Mobridge, WarHawk District, NECOG, and the Natural Hazard Mitigation Committee;

WHEREAS the Plan recommends hazard mitigation actions that will protect the people and property affected by the natural hazards that face the City;

WHEREAS a public meeting was held to review the Plan as required by law;

NOW THEREFORE BE IT RESLOVED by the Mayor and Council of Mobridge that:

1. The Warhawk District Natural Hazard Mitigation Plan is hereby adopted as an official plan of City of Mobridge,
2. The respective City official identified in the strategy of the Plan is hereby directed to implement the recommended action assigned to them. This official will report annually on the activities, accomplishments, and progress to WarHawk District Emergency Management and the City Council of Mobridge, and
3. The City of Mobridge planner will provide annual progress reports on the status of implementation of the plan to the Mayor and City Council. This report shall be submitted to the City Council by November 1st of each year.

PASSED by the City Council of Mobridge this 8th day of January, 2025.

Mayor

ATTESTED and FILED this _____ day of _____ 2025.

Finance Officer

RESOLUTION NO. 25-04

RESOLUTION TO VACATE STREET BETWEEN LOTS 7 & 8 AND LOTS 9 & 10,
REPLAT OF TRACT 3 OF SUBDIVISION OF THE NW1/4 OF SOUTH 79-124-79,
WALWORTH COUNTY, SOUTH DAKOTA

WHEREAS, the owner of all of the real property abutting all sides of the platted street between Lots 7 & 8 and Lots 9 & 10, Replat of Tract 3 of Subdivision of the NW ¼ of South 19-124-79, Walworth County, South Dakota have signed a Petition to vacate the street; and

WHEREAS, all of the property owned by the petitioner would be better used if the street was closed; and

WHEREAS, that portion of the street requesting to be vacated has never been opened.

WHEREAS, notice of time and place for hearing has been published and the hearing having been held;

NOW THEREFORE, the City of Mobridge hereby resolves to vacate the street between Lots 7 & 8 and Lots 9 & 10, Replat of Tract 3 of Subdivision of the NW ¼ of South 19-124-79, Walworth County, South Dakota, subject to any existing easements of record.

Dated this ____ day of _____, 2025.

CITY OF MOBRIDGE

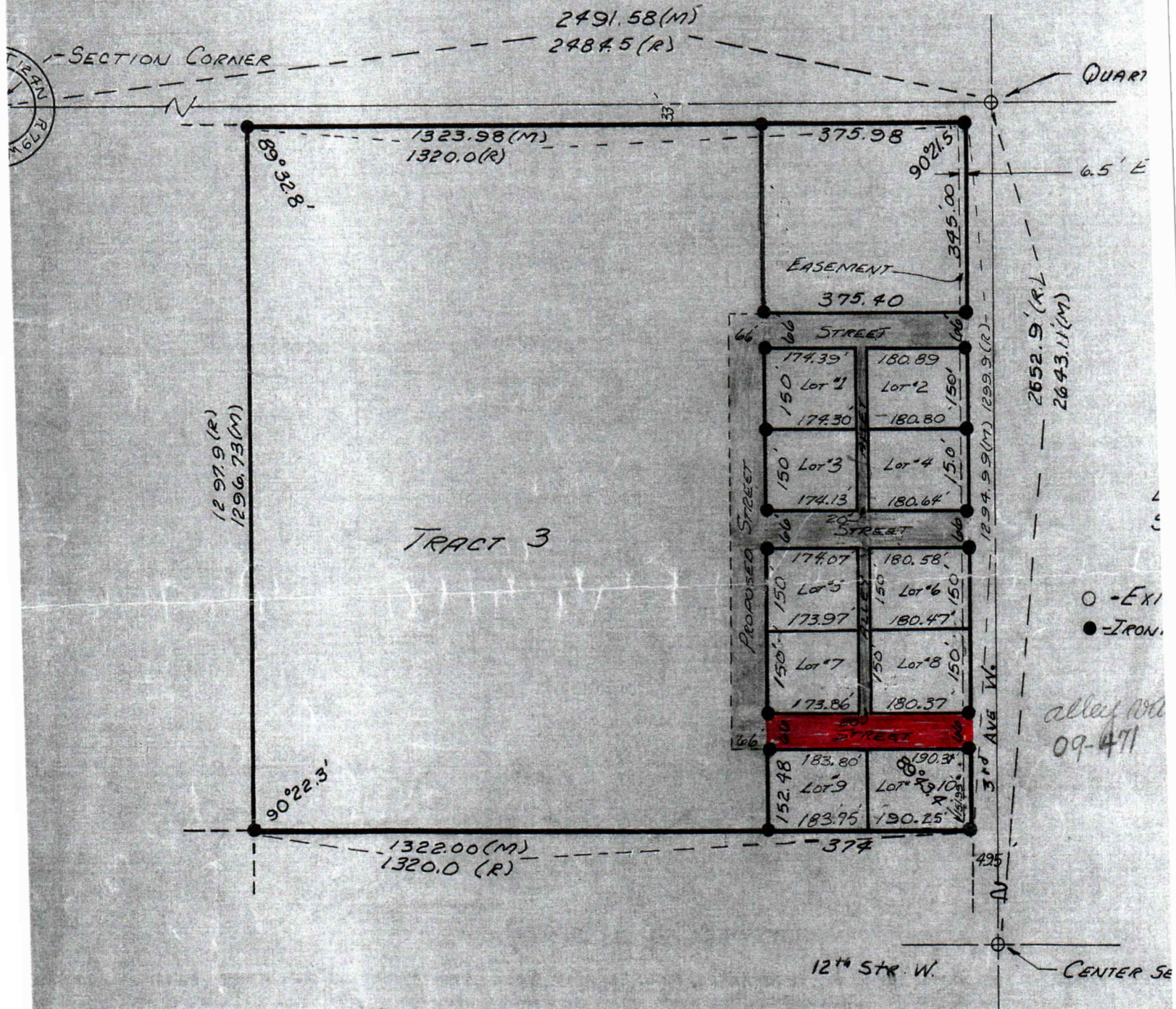
BY: _____
Mayor

ATTEST:

City Finance Officer

REPLAT OF TRACT 3, SHOWING LOTS 1 THRU 10

LOCATED IN NW 1/4 SECT 19,
T124N, R79W, OF THE 5TH P.M.
WALWORTH COUNTY, SOUTH DAKOTA



PAID

NOV 12 2024

ck# 3335

City of Mobridge
Thank you!

PETITION TO VACATE STREET

Comes now Ken and Kim Schneider owners of the real estate described as Jon and Jill Olson owners of the real estate described as lots 9 & 10, who are all of the owners of the real estate adjoining the street platted between and adjacent to the above described property. lots 7 & 8

REPLAT of TRACT 3 of SUBD of NW4 of S 19-124-79

The undersigned do hereby consent to and petition the City of Mobridge to vacate the aforescribed street. The purpose of vacating said street is that it has never been opened or improved and more than 20 years has expired since it was platted. A copy of a plat is attached hereto showing the location of the street to be vacated.

Ken Schneider

Jill Olson

VERIFICATION

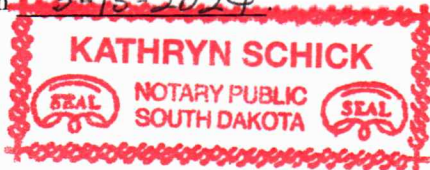
State of South Dakota

County of Walworth

_____ and _____, being duly sworn, verifies the statements contained in the forgoing Petition are true to the best of our knowledge and belief.

Subscribed and sworn to before me on 5-13-2024

Kathryn Schick
Notary Public
My commission expires: 2-27-2026



VERIFICATION

State of South Dakota

County of Walworth

_____ and _____, being duly sworn, verifies the statements contained in the forgoing Petition are true to the best of our knowledge and belief.

Subscribed and sworn to before me on _____.

Notary Public
My commission expires: _____



Front Section Replacement
Quote Prepared by Cody Van Houten
12/19/2024



PROPOSAL

Account Information

Bill To:	SCHERR HOWE ARENA 212 N MAIN ST MOBRIDGE SD USA 57601-2533
Quote Reference Number:	1-1PZPRNV5
Project Name:	Front Section Replacement
Site:	SCHERR HOWE ARENA 212 N MAIN ST MOBRIDGE SD 57601-2533
Branch Info:	JOHNSON CONTROLS SIOUX FALLS SD CB - 0N44
Attn:	Heather Beck

Customer Information

Name: Heather Beck

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval By Johnson Controls, Inc. Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the not to exceed price of: \$26,708.00

This proposal is valid through:

SCHERR HOWE ARENA

Johnson Controls Inc.

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 PO: _____

Signature: _____
 Name: _____
 Title: _____
 Date: _____

Proposal Overview

Benefits/Scope of Work:

****Scope of Work Summary for Customer Quote Proposal:****

Johnson Controls (JCI) will undertake the replacement of the front section of the steam boiler, ensuring compliance with industry standards and the use of appropriate personal protective equipment (PPE). The scope includes the following key tasks:

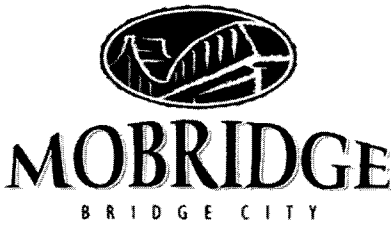
1. ****Purchase and Installation**:** JCI will procure and install the new front section of the steam boiler.
2. ****Sealing**:** Proper sealing of the new front section will be performed to ensure efficiency and safety.
3. ****Removal and Disposal**:** The existing front section of the boiler will be removed and disposed of responsibly.
4. ****Piping Corrections**:** Necessary adjustments to the piping will be made to enhance operational effectiveness and facilitate easier maintenance.
5. ****Refilling and Testing**:** JCI will refill the boiler post-installation and conduct checks to ensure proper operation.

Please note that JCI will not be accountable for any parts or services not specified in this quote. This proposal aims to improve the boiler's performance and maintenance accessibility.

Equipment included In Scope of Proposal			
Asset	Customer Tag	Serial Number	Description
1-P9T7PH	Sherr Howe Boiler		Sherr Howe Boiler

Exclusions:

- 1.Labor or material not specifically described above is excluded from this proposal.
- 2.Unless otherwise stated, any and all overtime labor is excluded from this proposal.
- 3.Applicable taxes or special freight charges are excluded from this proposal



SHORT TERM RENTAL (STR) APPLICATION FOR LICENSE

CITY OF MOBRIDGE, SD 114 1ST Ave E Mobridge, SD 57601

Application for license to operate an establishment as a Short Term Rental (STR) in the City of Mobridge, SD.

- Application fee: \$1,000.00
Renewal fee: \$500.00

(The applicable fee is due at the time of submitting this application. Approval of this application is provisional and contingent upon applicant securing a license from the SD Dept. of Health. Applicant must submit a copy of their state license before a local license will be issued by the City of Mobridge.)

Part I: ESTABLISHMENT INFORMATION

Establishment Name:

Owner of the Establishment:

- Individual Corporation Partnership Limited Liability Company (LLC) Other

Establishment Contact Person:

Contact Number: Email Address:

Establishment Physical Address: Street City State Zip Code

Mailing Address (If Different): PO Box City State Zip Code

Legal Description:

SD Sales Tax License No. (ATTACH a copy of the license.)

Part II: TYPE OF SHORT TERM RENTAL & PROPOSED USE

- Bed & Breakfast Facility
Vacation Home Rental

Describe proposed use of the establishment (including any outdoor use). ATTACH a site plan of the property, including all existing and proposed structures with setbacks and on-site parking spaces:

Four horizontal lines for describing the proposed use and attaching a site plan.

Number of Rooms: _____ Maximum Number of Occupancy: _____

Proposed Dates Available From: _____ To: _____

Will the applicant business need any anticipated building or construction-related permits upon approval of this license? (Contact City Office if Unknown.) Yes No

If yes, please explain: _____

Part III: PERFORMANCE REQUIREMENTS

1. The Owner shall keep records as required per SDCL 34-18-21. The report shall be provided to the City Office upon request.
2. Occupancy of recreational vehicles (RVs), camper trailers and tents shall not be allowed.
3. The minimum age allowed for the principal renter of a STR is 21 years of age.
4. The use of open fires, fire pits, fireworks, charcoal burning grills, gas fired grills, or other devices (as applicable) shall not be allowed without permission from the Local Contact or Owner. The Local Contact or Owner must comply with any and all federal, state and/or local laws, ordinances or rules regarding open burning, burn barrels, fire pits, fireworks, fireplace or the burning of any flammable material.
5. The owner shall maintain insurance coverage on the establishment with an endorsement for the short term rental. (**ATTACH** a copy of the coverage—certificate of insurance or declaration page.)
6. Where the Owner does not reside full-time within 50 miles driving distance of the STR, a Local Contact shall be designated. The Local Contact shall reside within 50 miles driving distance of the STR. The Owner or Local Contact shall be responsible for responding in a reasonable time to complaints about the STR. The name, address, and telephone contact number of the Owner and/or Local Contact shall be kept on file at the City Office. Upon change of Local Contact, the owner shall provide to the City Office the new information.

LOCAL CONTACT INFORMATION:

Name: _____ Contact Number: _____

Mailing Address: _____
PO Box City State Zip Code

Signature of Local Contact _____ Date _____

Part IV: ESTABLISHMENT OWNERS

Name	Permanent Address	Contact Number
_____	_____	_____
_____	_____	_____

Have any officers ever served as an owner, officer or board member for any other STR that had its license and/or registration certificate revoked? Yes No

Payment status of taxes, fees, fines or other penalties or assessments: Are the following items paid to date for this applicant, and all owner(s):

- a. Real Property Tax: Yes No
- b. Sales Tax: Yes No
- c. All other fees, fines or assessments: Yes No

Part V: AFFIRMATION AND CONSENT

I, _____ (printed name), as the applicant or as an authorized agent, officer, owner, board member, or manager for _____ (Establishment), declare under the penalty of perjury and under penalty for offering a false instrument for recording that this entire application, statements, and attachments are true, correct, and complete to the best of my knowledge. I further declare & consent that:

1. This statement is executed with the knowledge that any misrepresentation or failure to reveal information requested may be deemed sufficient cause for the denial of this license application by the City of Mobridge (initial here) _____;
2. I understand and acknowledge that any change to the information provided on the application must be submitted to the City of Mobridge within 10 days of said change (initial here) _____;
3. I understand and acknowledge that the City Office may request other information from me in connection with this application. Failure to provide the requested information may result in denial of this application (initial here) _____;
4. I understand this license shall not be transferable to any other person, business entity, or location and is not a property right (initial here) _____;
5. I hereby state that I have read SDCL Chap. 34-18, all applicable State rules and regulations, and City of Mobridge Ordinances, specifically title 6-16 regarding Short Term Rentals licensing rules and regulations, and I understand the contents thereof and agree to be bound by them in all respects, expressly including the waiver of liability, release of claims, and indemnification of the City of Mobridge and others. (initial here) _____;
6. I hereby acknowledge that the Short Term Rental meets all Fire Safety Standards requirements in accordance with current South Dakota Codified Laws (initial here) _____;
7. I understand that any Short Term Rental license issued by the City of Mobridge is provisional, conditional, and must be annually renewed within thirty (30) days of its expiration date, unless earlier revoked or surrendered (initial here) _____;

I have completed all the above information and understand my responsibilities as a Short Term Rental owner. I further understand that any misrepresentation or failure to comply with any law, regulations, or provisions of this affirmation may be grounds for disciplinary action, including, but not limited to, the suspension or revocation of the license.

Applicant Signature

Title

Date

Instructions: File this application form along with the required attachments and application license fee to the City Office, 114 1ST Ave E, Mobridge, SD 57601. Call (605) 845-3509 or Email cityhall@westriv.com with any questions. The application will not be processed until all information is received. Processing of application may take up to 60 days.

Part VI: LOCAL GOVERNING BODY ACTION

Date application received in city office: _____

Amount of fee collected with application: \$ _____

Governing Board Action Taken. Date: _____

Approval. The governing body by majority vote recommends the approval and granting of this license and certifies that application and establishment have been reviewed and conform to the requirements of local ordinances.

Denial. The governing body by majority vote denies granting this license and certifies that the application and establishment fails to comply with the requirements outlined in City Ordinance Title 6-16.

Mayor's Signature

Printed Name

Date Approved

Expiration Date _____ (License issued for calendar year as outlined in City Ordinance 6-16)

Part VII: RENEWAL (IF APPLICABLE)

Date renewal request received in city office: _____

Requirements:

_____ Renewal Fee of \$ 500.00

_____ Current Lodging License issued by the SD Dept. of Health

_____ Current Certificate of Insurance or Declaration Page with Endorsement for Short Term Rental

_____ Contact Information for the Property Manager or Local Contact Individual

Approval. Renewed in accordance with City Ordinance Title 6-16.

Referred to City Council for Action on the Renewal.

City Representative & Title

Printed Name

Date Approved

Expiration Date _____ (License issued for calendar year as outlined in City Ordinance 6-16)

COOPERATIVE AGREEMENT

This is an Agreement between the City of Mobridge, a municipal corporation of the State of South Dakota (“City”) and the Mobridge Housing and Redevelopment Commission, a public body (the “HRC”).

WHEREAS, the City Council of the City of Mobridge enacted Resolution on August 6, 1990 which created the HRC; and

WHEREAS, SDCL 11-7A-1 & 2 permit a city and a Housing and Redevelopment Commission to enter into a cooperative agreement to provide services to one another; and

WHEREAS, is it appropriate for the City and the HRC to enter into a cooperative agreement for services and activities; and

NOW, THEREFORE, in consideration of their mutual benefits and covenants, the parties hereto agree and contract as follows:

1. HRC’s Duties. The following are the duties and responsibilities of the HRC pursuant to this Agreement:

- a. Any salary for the Executive Director over and above \$60,000 per year plus benefits and payroll taxes shall be paid by the HRC for the year 2025.
- b. The duties of the Executive Director shall be directed by the HRC, unless otherwise noted.
- c. The City and the HRC shall annually meet for the purpose of determining how (and the amount) each party shall pay for the services provided by the City to the HRC.
- d. The HRC shall provide development, redevelopment or housing plans, with or without the financial assistance of the City, and it shall submit those plans to the City for review, approval or disapproval. However, this duty is inapplicable to studies or technical reports prepared by the HRC.
- e. The HRC may hire one or more “housing assistant” or other necessary support staff as needed to be governed by the following:
 - i. All compensation for each such assistant or staff member shall be paid by the HRC. The HRC shall establish a compensation range and step structure similar to regular City employees.
 - ii. Each regular full time assistant or staff member shall be entitled to the same benefits of similarly situated City employees, the cost of which shall be paid by the HRC, subject to rules of eligibility set forth in the Personnel Manual as it may be amended from time to time.

- iii. The duties of each such assistant or staff member shall be as directed or delegated by the HRC.
- iv. Each assistant or staff members shall be subject to the provisions of the City's Personnel Manual as it may be amended from time to time.

2. **City's Duties.** The following are the duties and responsibilities of the City pursuant to this Agreement:

a. Executive Director:

- i. The City shall place the Executive Director of the HRC on the City payroll as a City employee.
- ii. The Executive Director shall receive all of the benefits of a regular, full-time exempt, City employee. In addition, the Executive Director shall be covered by the City's liability insurance package. The salary shall be established by the HRC, but the maximum amount that the City will pay the Executive Director for 2025 is \$60,000.00. Additional salary will be reimbursed to the City from the HRC.
- iii. If the parties hereto agree, then the Executive Director may participate with City employees in joint projects between the City and the HRC, which will necessarily permit direction from City staff.
- iv. The City shall provide office space, telephone services, clerical space, office facilities and supplies, and similar services for the Executive Director.

b. Assistant(s) and Support Staff

- i. The City shall place assistant and support staff of the HRC on the City payroll as a City employee.
- ii. Each regular, full-time exempt assistant and support staff shall receive all of the benefits of a similarly eligible City employee.
- iii. In addition, each assistant and support staff shall be covered by the City's liability insurance package.
- iv. If the parties hereto agree, then each assistant and support staff may participate with City employees in joint projects between the City and the HRC, which will necessary permit direction from City staff.

c. Miscellaneous

- i. The City shall make available engineering, technical, legal and administrative services, on a time available basis with the advance approval of the City Administrator, to the HRC. The HRC will reimburse the City of these expenses provided.
 - ii. The City and the HRC shall annually meet for the purpose of determining how (and the amount) each party shall pay for the services provided by the City to the HRC.
 - iii. The City shall permit the HRC a first opportunity to purchase City- owned property for re-sale. The parties shall in good faith negotiate the price of said property. Pursuant to SDCL, 11-7A-2, there need not be an appraisal or public bidding.
3. **Term.** The term of this Agreement shall be one (1) year, unless sooner terminated. Either party may terminate this Agreement, for any reason, whether with or without cause, by providing written notice, via certified mail, to the other party at least one- hundred and twenty (120) days prior to the expiration of the initial term or any renewal term.
4. **Reciprocal Liability.**
- a. The City hereby expressly agrees to indemnify and hold the HRC harmless from any and all damages to person or to property or from any other claims, liabilities, costs or expenses (including attorney fees), *caused* by the acts or omissions of the *City*, its employees, principals, agents, successors or assigns arising from or as a result of the performance of this Agreement.
 - b. The HRC hereby expressly agrees to indemnify and hold the City harmless from any and all damages to person or to property or from any other claims, liabilities, costs or expenses (including attorney fees), caused by the acts or omissions of the HRC, its employees, principals, agents, successors or assigns arising from or as a result of the performance of this Agreement.
5. **Miscellaneous.**
- a. **Breach.** If a party believes that the other has breached this agreement, then the party alleging the breach shall provide written notice, via certified mail, to the other party in which it identifies the alleged breach of the terms hereof and notice of the time in which the breach shall be cured. Failure to cure during said reasonable period shall constitute a breach of this agreement. Thereafter, the party alleging the breach may then request arbitration.
 - b. **Arbitration.** Except as herein provided, all disputes arising under the terms of the Agreement and not settled between the parties hereto shall be subjected to arbitration as provided by SDCL 21-25A. However, the parties reject the second sentence of SDCL, 21-25A-14 and agree that any hearing by arbitrators requires the presence of all arbitrators. In addition, each party shall choose one arbitrator of its choice and those chosen arbitrators shall choose a third arbitrator.

- c. **Non-Waiver.** No delay or omission of the right to exercise any power by either party shall impair any such right or power, or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Agreement, by either party shall not be construed by the other party, or a court, as a waiver of a subsequent breach of the same covenant, term or condition. The party requiring consent or approval shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar act.
- d. **Headings.** The headings of the several sections contained herein are for convenience only and do not define, limit or construe the contents of such articles.
- e. **Binding Effect.** The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.
- f. **Severability.** If any portion of this agreement is found to be unenforceable, then the remainder shall remain in full force and effect.
- g. **Governing Law & Choice of Venue.** The laws of the State of South Dakota and the City of Mobridge shall govern the validity, performance and enforcement of this Agreement. Furthermore, the parties agree that the venue for filing any action shall be Walworth County.
- h. **Integration.** This agreement contains the entire understandings between and among the parties, both written and oral, and supersedes any prior understandings and agreements among them, both written and oral, respecting the subject matter of this agreement.
- i. **Amendment.** This agreement shall not be modified without a written agreement between the Parties. Any such agreement which is not in writing is null and void.
- j. **Waiver.** A waiver of a breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provisions, nor shall any failure to enforce any provision hereunder operate as a waiver of any provisions hereunder.

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

Dated this ____ day of _____, 2025, at Mobridge, South Dakota.

CITY
CITY OF MOBRIDGE, SOUTH DAKOTA
A Municipal Corporation

By: Gene Cox, Mayor

ATTEST:

Heather Beck
Finance Officer

Dated this ____ day of _____, 2025, at Mobridge, South Dakota.

HRC
Mobridge Housing and Redevelopment
Commission

By: Chris Fried Its:
Chairman

December Building Permits

Name	Location	Project	Cost
Tim Oconnor	1020 4th Ave East	Sidewalk around garage and 12'x14' Patio	\$1,500.00
Slater Oil	1007 East Grand Crossing	10'x30' Addition	\$5,000.00
			Total \$6,500.00

2 Total Permits

2024 Annual Building Permit Report

Number of permits issued in 2024	66
Permits Denied due to code violation	2
Temporary Permits	1
Extension Permits	1

Total Permits Applications 68

Total dollar value of permits \$1,421,664.00

Commercial Permits given

Allegheny Wesleyan Methodist	800.00
City of Mobridge	5,200.00
Freedom Baptist Church	42,268.00
J & S LLC	20,000.00
Kenny Jensen Rentals	175,000.00
Mobridge-Pollock School	9,000.00
Sitting Bull College	60,000.00
Slater Oil	5,000.00

Total: \$317,443.00

General renovations, additions, new fences and garages \$1,101,821.00

City of Mobridge Planning and Zoning 2024 Annual Report

The board held 2 meetings this past year. They reviewed 1 Conditional Use Applications and 1 Re-Plats.

16.

ADMINISTRATION

Century Business Products, copier lease	45.51
Colliers Securities, prof. services	300.00
Delta Dental of SD, dental	677.30
KCL, insurance	421.26
Mobridge Tribune, publishing	585.19
ODP Business Solutions, supplies	27.35
Randy & Mel Hanson, refund	317.09
SD Retirement System, retirement	28,023.04
SDRS Supplemental Retirement, retirement	200.00
	<u>30,596.74</u>

CITY ADMINISTRATOR

Century Business Products, copier lease	45.51
	<u>45.51</u>

GOVERNMENT BUILDINGS

MDU, utilities	334.76
	<u>334.76</u>

OLD CITY HALL

MDU, utilities	671.40
	<u>671.40</u>

POLICE DEPARTMENT

AT&T Mobility, telephone	683.69
Century Business Products, copier lease	114.72
Fleet Services, gasoline/vehicle maintenance	2,190.11
MDU, utilities	669.52
Ramiro Romero, gasoline	48.27
Mobridge Tribune, publishing	33.00
	<u>3,739.31</u>

FIRE DEPARTMENT

Auto Value Mobridge, repair & maintenance/equipment	3,492.37
Central Diesel Sales, truck maintenance	29.90
MDU, utilities	671.40
Runnings Supply, supplies	860.78
	<u>5,054.45</u>

OTHER PROTECTION

MDU, utilities	71.55
	<u>71.55</u>

STREET DEPARTMENT

AT&T Mobility, utilities	32.59
Auto Value Mobridge, equipment maintenance	19.98
Beadle's Sales, repair & maintenance	81.16
Bridge City Small Engine, repair & maintenance	29.99
Butler Machinery, repair & maintenance	208.51
MDU, utilities/street lights	1,730.83
	<u>2,103.06</u>

SOLID WASTE COLLECTION

Heartland Waste, prof services	24,148.30
	<u>24,148.30</u>

REGULATION & INSPECTION

Century Business Products, copier lease	45.51
US Postal Service, postage	9.68
	<u>55.19</u>

PARK DEPARTMENT

MDU, utilities	594.43
	<u>594.43</u>

LIBRARY

Century Business Products, supplies	165.20
MDU, utilities	1,041.51
	<u>1,206.71</u>

AUDITORIUM

MDU, utilities	3,132.44
Mobridge Hardware, supplies	19.18
Quenzer Electric, repair & maintenance	489.50
	<u>3,641.12</u>

NATIONAL GUARD ARMORY

USDA-Rural Development, loan payment	2,925.00
	<u>2,925.00</u>

LIQUOR

Mobridge Tribune, publishing	13.23
	<u>13.23</u>

PSAP

AT&T Mobility, utilities	40.04
Valley Telecommunications, utilities	819.16
	<u>859.20</u>

WATER DEPARTMENT

AT&T Mobility, telephone	62.49
Badger Meter, prof. services	125.30
Butler Equipment, equipment maintenance	417.04
Century Business Products, copier lease	45.50
Dakota Supply Group, buildings	95.74
MDU, utilities	4,262.22
Mobridge Hardware, supplies	6.99
Moore Engineering, water rehab project	26,025.39
Quenzer Electric, improve other than buildings	715.12
Runnings Supplies, buildings	132.28
US Bank, loan payment	18,274.35
US Postal Service, postage	415.86
USDA-Rural Development, loan payment	2,373.00
	<u>52,951.28</u>

SEWER DEPARTMENT

AT&T Mobility, telephone	16.29
Butler Equipment, equipment maintenance	208.52
Century Business Products, copier lease	45.50
Diamond M Design, uniform & equipment	10.00
MDU, utilities	3,947.43
Quenzer Electric, repair & maintenance	3,946.64
US Bank, loan payment	24,950.13
US Postal Service, postage	415.86
	<u>33,540.37</u>

AIRPORT

MDU, utilities	442.82
	<u>442.82</u>

CEMETERY

MDU, utilities	61.62
	<u>61.62</u>

163,056.05