

**AGENDA**  
**Mobridge City Council - Regular Meeting**  
**Tuesday May 7, 2024 5:30 P.M.**  
**Mobridge City Hall**

- 1) **Call to Order & Roll Call**
- 2) **Pledge of Allegiance**
- 3) **Adopt Agenda**
- 4) **Approve Minutes**  
March 18, 2024 equalization meeting and April 10, 2024 regular meeting [1]
- 5) **Unfinished Business**
- 6) **New Business**  
**Council**
  - a. Elect Council President and Vice President
  - b. Approve Mayor appointments [2]  
**Water/Wastewater Dept.**
  - a. Approve agreement with Preload, LLC for the Water Storage Tank Project [3]
  - b. Approve agreement with Crow River Construction, LLC for the water transmission lines project [4]
  - c. Approve Change Order No. 1 for the electrical in the amount of \$69,300 [5]
  - d. Approve Equipment Procurement bids for Water Treatment Plant [6]
  - e. Approve Agreement for Construction Engineering Services on Water Tank Project (Task Order No. 1) [7]
  - f. Approve step increase for Daron Brown, Water Plant Manager, increasing his hrly wage from \$25.37 to \$25.72 5/6/24
  - g. Approve quote for boiler system for the pretreatment building at the wastewater treatment plant [8]  
**Police Dept**
  - a. Approve purchase of grapppler police bumper kits [9]
  - b. Approve hiring Laura Maier as 24/7 administrator at \$18.09 eff. April 15, 2024  
**Finance**
  - a. Public hearing and approval malt beverage license for Charles Demarrias [10]
  - b. Public hearing and approval malt beverage for Ricks's Café, LLC [11]
  - c. Approve malt beverage renewals [12]
  - d. Approve cemetery deed [13]
  - e. Approve Cahill, Bauer & Associates for the 2023 audit at \$18,500 [14]
  - f. 2023 Annual Report [15]  
**Misc.**
  - a. Approve re-plat [16]
  - b. Approve seasonal part time park hire Jim Keller at \$16.48 per hour  
**Discussion and Information Item**
  - a. Financial Report [17]
  - b. Building Permits [18]
  - c. Events Fun Update [19]
- 7) **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.*
- 8) **Payment of Bills** [20]
- 9) **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  
April 10, 2024**

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

**AGENDA:**

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

**MINUTES:**

Moved by Kemnitz, second by Reichert and carried, to approve the minutes from the March 13, 2024 regular meeting.

**NEW BUSINESS:**

**Guest Speaker – Billie Jo Behelar, International Indian Treaty Council**

On June 21-24, 2024 there is the 50<sup>th</sup> Anniversary Treaty Conference at The Bay. This conference will be bringing a large number of people in from all over the world.

**Police Department**

**VEHICLE PURCHASE** – Moved by Kemnitz, second by Jensen and carried, to approve the purchase of 2019 Ford Police Responder in the amount of \$30,950; instead of the previously approved 2022 Durango from the Kansas Highway Patrol.

**STEP INCREASE** – Moved by Reichert, second by Jensen and carried, to approve a step increase for Officer Barrett Wren, increasing his hourly wage from \$23.92 to \$24.56 effective April 8, 2024.

**Street Department**

**GARAGE DOOR** – Moved by Kemnitz, second by Mound and carried, to approve the quote for a garage door replacement at the street department shop in the amount of \$12,766.58 from North Central Steel Systems. This repair is included in the 2024 budget.

**Fire Department**

**ADDITIONAL FIRE FIGHTER** – Moved by Reichert, second by Kemnitz and carried to approve the addition of Austin Stover to the fire department roster.

**WILDLAND FIRE AND EMPLOYEES** – Moved by Kemnitz, second by Mound and carried, to approve the following employees for the wildland fire employees with loaded wages being reimbursed by the fire department: Justin Sadler \$21.08 Trainee; Colton Hunter \$23.20 Firefighter One, \$25.52 Engine Boss Trainee; and Austin Stover \$25.52 Engine Boss Trainee, \$27.80 Engine Boss.

**Misc.**

**PUBLIC HEARING TRANSFER LIQUOR LICENSE** – Hearing a no opinion for or against, moved by Jensen, second by Mound and carried, to approve the transfer of an on sale liquor license from Shree Hari OM 3 LLC to Shree Hari OM 3 LLC, changing the legal description to except the restaurant portion of the property located at Lots 1-5 & 8-12, Block 42, NW Townsite 3<sup>rd</sup> Addition, Mobridge excluding the 2<sup>nd</sup> floor restaurant.

**CEMETERY DEED** – Moved by Jensen, second by Kemnitz and carried, to approve cemetery deeds transferring from the City of Mobridge to James Curran and Judy Curran, Grave No. 5, Lot 44 in Block Q Greenwood Cemetery; from the City of Mobridge to Dennise Hoffman, Grave No. 7, Lot 65 in Block P Greenwood Cemetery; and from the City of Mobridge to Dennis Rische, Grave No. 5 & 6, Lot 65 in Block P Greenwood Cemetery.

**TAX ABATEMENT** – Moved by Reichert, second by Kemnitz and carried, to approve an Application for Abatement for Property Taxes for Mobridge Economic Development in the amount of \$130.76 due to property being exempt from taxes

**RESOLUTION 24-03, Waive Curb & Gutter Requirements** – A petition was filed by the property owner Jake Selzer to waive the curb and gutter requirements on his property located at 1421 North Main. Moved by Jensen, second by Kemnitz and carried, to approve Resolution 24-03, resolution to waive curb and gutter requirement.

**RESOLUTION NO. 24-03**

**RESOLUTION TO WAIVE CURB AND GUTTER REQUIREMENT**

**WHEREAS**, the owners of the real property described as Lot 31A and N 31 ½ Lot 31B Thompsons Outlots Addition to the City of Mobridge, South Dakota have requested the City waive the requirement of placing a sidewalk on the above property; and

**WHEREAS**, there is no sidewalk on the two adjoining properties to the northwest and the property to the southeast sidewalks does not connect to any other sidewalk;

**NOW THEREFORE**, the City of Mobridge hereby resolves to waive the requirement of placing a sidewalk on Lot 31A and N 31 ½ Lot 31B Thompsons Outlots Addition to the City of Mobridge, South Dakota.

**MAY COUNCIL MEETING DATE** – Moved by Jensen, second by Reichert and carried, to move the May council meeting from May 8, 2024 to May 7, 2024 at 5:30 PM.

**DISCUSSION AND INFORMATION:**

**FINANCIAL STATEMENT** – Beck presented a financial statement to the Council.

**BUILDING PERMITS** - The following building permit was approved by the Zoning Officer for the month of March: Kenny Jensen Rentals, 2322 10th Ave West, 180'x40' Storage Units; Stephanie Mais, 416 4th Street West, 4ft chain link fence in front yard; Greg Hochhalter, 917 10th Ave West, 28x30 Garage & 150ft of 6' privacy fence; Randy Carlson, 816 1st Ave East, 40x4 Dog Kennel; and Monica Mandernach, 211 9th Ave East, 3x32 sidewalk from house to garage.

**EVENTS FUN UPDATE** – An update of the event activities and pool was presented to the Council.

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

**PAYMENT OF BILLS:**

Moved by Reichert, second by Kemnitz and carried, to approve the following bills for payment: Accounts Management Inc., garnishment 227.40; Adam Hayes, refund 53.54; Aflac, insurance 896.34; Aqua-Pure, chemicals 2,150.53; Arley K. Fadness, books 22.68; AT&T Mobility, telephone/utilities 827.27; Avera Occupational Medicine, prof. services 97.00; Badger Meter, prof. services 407.40; Bantz, Gosch, & Cremer, LLC, attorney services 513.00; Beadle's Sales, equipment maintenance 80.24; Bridge City Small Engine, repair & maintenance 19.99; CamWal Electric, street lights/utilities 636.27; Cardmember, prof. services/travel & conference 233.75; Center Point Large Print, books 49.14; Century Business Products, copier lease/supplies 779.33; Chamber of Commerce, other 11,154.11; Charles Gabe, refund 29.00; Cole Papers, equipment & machinery 5,912.49; Collaborative Summer Library Program, supplies 67.04; Credit Collections Bureau, garnishment 520.04; Dacotah Paper, supplies 567.17; Dady Drug, supplies 63.17; Dakota Glass & Alignment, tires/truck maintenance/vehicle maintenance 2,965.13; Dakota Pump & Control, repair & maintenance 2,525.83; Dash Medical Gloves, supplies 152.84; Delta Dental of SD, dental 343.00; Deputy Finance, postage/supplies 985.35; Dish TV, utilities 58.35; Eggers Electric Motor, repair & maintenance 508.00; Ethanol Products, chemicals 2,600.00; First Interstate Bank, HSA contributions/payroll taxes 18,379.25; Fisher Scientific, chemicals 836.84; Fleet Services, gasoline/vehicle maintenance 2,542.45; Gienger Sales & Services, supplies 225.00; Governors Inn, travel & conference 77.00; Grafix Shoppe, vehicle replacement 1,610.00; Grand Central, equipment maintenance/vehicle maintenance 647.90; Graymont, chemicals 6,177.39; GTC Auto Parts, equipment maintenance/truck maintenance/supplies

790.47; Hawkins, chemicals 80.00; Heartland Waste, prof services 24,180.20; High Point Network, computer hardware & software 8,606.20; Ingram, books 241.47; Jensen Rock & Sand, gravel & sand 4,677.56; KCL, insurance 489.80; Ken's Western Lumber, repair & maintenance 125.98; Kiefer Aquatics, uniforms/equipment 386.50; Klein Museum, other services 7,500.00; Kohlman, Bierschbach & Anderson, prof. services 3,345.00; Language Line Services, prof. services 90.00; Larry Erhardt, repair & maintenance 75.00; Mastercard, computer software & hardware/chemicals/other services/vehicle replacement/supplies 1,659.43; MDU, utilities/street lights 21,302.92; Merkel's Foods, supplies 102.70; Midco, utilities 208.39; Milbank Winwater Works, supplies 2,403.29; Minnesota Valley Testing Lab., water samples 607.75; Mobridge Candy, supplies 85.32; Mobridge Chamber, refund 754.65; Mobridge Hardware, repair & maintenance/supplies/building maintenance/buildings/office supplies/small tools/equipment maintenance/improve other than buildings 6,158.43; Mobridge Manufacturing, repair & maintenance 14,730.40; Mobridge Regional Hospital, prof. services 42.00; Mobridge Shriner, refund 500.00; Mobridge Tribune, publishing 345.60; Moore Engineering, prof. services 44,575.00; NAPA Central, small tools 239.98; Oahe Vet, prof. services 250.00; O'Connor Company, supplies 390.69; ODP Business Solutions, computer software & hardware/supplies 520.35; Office of Fire Marshal, prof. services 80.00; Paylessfoods, supplies 256.16; Payment Service Networks, credit card fees 54.95; Quenzer Electric, repair & maintenance 86.50; Rhode Island Novelty, supplies 192.50; Riteway, supplies 1,287.90; Rodenburg Law firm, garnishment 575.24; Roy Goben, refund 12.17; Runnings Supplies, supplies/small tools/improve other than building/buildings/repair & maintenance 1,795.71; Ruth Roesler, refund 69.12; Sanitation Products, equipment maintenance 263.85; SD Child Support Payment Center, garnishment 559.38; SD DANR, prof. services 120.00; SD Dept. of Health, water samples 561.00; SD Library Assoc., travel & conference 104.00; SD One Call, prof. services 7.35; SD Retirement System, retirement 17,797.18; SD Secretary of State, prof. services 30.00; SD State Treasurer, sales tax 1,981.14; SD Unemployment, unemployment compensation 752.77; SDRS Supplemental Retirement, retirement 350.00; Selby Record, other services 38.00; Slater Oil & LP Gas, lp gas/diesel/gasoline 7,927.91; Tri-State Waters, supplies 66.45; Uniform Center, uniform & equipment 552.90; US Bank, loans 43,224.48; USABlue Book, supplies 2,177.21; USDA-Rural Development, loan payment 5,298.00; Valley Telecommunications, utilities 811.16; Venture Communications, utilities 424.09; Verizon Wireless, telephones 130.41; Voyager, gasoline/diesel 550.50; Walworth County Landfill, prof. services 9.92; Wellmark, insurance/prof. services 16,514.02; West River Telecommunications, utilities 4,097.66

Salaries: Administration – 6319.81; City Administrator – 1078.35; Police Dept – 35730.18; Fire Dept – 700.00; Street Dept- 6039.99; Code Enforcement – 143.10; Culture & Recreation – 1648.00; Zoning – 517.89; Library -2852.15; 24/7 -710.03; Water Department – 10654.90; Sewer Department -5100.07; and Airport – 813.75.

There being no further business to come before the council, the meeting adjourned at 6:03 PM on a motion by Kemnitz, second by Mound and carried.

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Heather Beck, Finance Officer

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Gene Cox, Mayor

Published once at the total approximate cost of \$



**MOBRIDGE BOARD OF EQUALIZATION  
MEETING MINUTES  
March 18, 2024**

The Mobridge City Council, acting as a Local Board of Equalization, met at 5:00 PM on Monday, March 18, 2024; held in City Hall in said City. The following council persons were present: Mayor Cox, Mound, Reichert, Kemnitz and Carlson. Jensen and Cerney were absent. Also present was Eric Stroeder, representing the School Board on the Local Board of Equalization. Others in attendance were Heather Beck, Finance Officer.

**Parcel #5188:**                    **W1/2 of Lot 4 & All of Lots 5 & 6, Goodman's Quality Hill to the City of Mobridge**  
Owner was present:       River's Edge Learning Center, LLC  
                                     719 East Grand Crossing, Mobridge, SD 57601  
Current Valuation Total: \$471,644                    Amount Requested by Owner: \$309,000  
Moved by Kemnitz, second by Reichert and carried, to change the valuation to \$298,068 for the building and leave the land as is at \$11,627; total valuation of \$309,695.

**Parcel #7573:**                    **Lot 4A & undivided 1/8 interest in Lot 9A, Replat of N6', Lots 11-14, & S 6' of Lot 15, NWTS Co's 1<sup>st</sup> Addition to the City of Mobridge**  
Owner was present:       Sally Perman  
                                     812 4<sup>th</sup> Ave West, Mobridge, SD 57601  
Current Valuation Total: \$151,503                    Amount Requested by Owner: \$130,000  
Moved by Mound, second by Stroeder and carried to change the valuation to \$127,600 for the building and \$5,400 for the land; total valuation of \$133,000.

**Parcel #7572:**                    **Lot 3A & undivided 1/8 interest in Lot 9A, Replat of N6', Lots 11-14, & S 6' of Lot 15, NWTS Co's 1<sup>st</sup> Addition to the City of Mobridge**  
Owner was present:       Frances Peterson et al  
                                     818 4<sup>th</sup> Ave West, Mobridge, SD 57601  
Current Valuation Total: \$151,867                    Amount Requested by Owner: \$130,000  
Moved by Mound, second by Stroeder and carried, to change the valuation to \$127,600 for the building and \$4,400 for the land; total valuation \$133,000.

**Parcel #4889:**                    **Lots 10, 11, & 12, Block 1, Eklo's 1<sup>st</sup> Addition to the City of Mobridge**  
Owner was not present:   Holiday Stationstores, LLC  
                                     505 E Grand Crossing, Mobridge, SD 57601  
Current Valuation Total: \$946,553                    Amount Requested by Owner: \$147,309  
Moved by Kemnitz, second by Carlson and carried, to deny appeal and leave the assessment as is.

**Parcel #7503:**                    **Lot 5A & undivided 1/8 interest in Lot 9A, Replat of N6', Lots 11-14, & S 6' of Lot 15, NWTS Co's 1<sup>st</sup> Addition to the City of Mobridge**  
Owner was present:       Bridge City Properties, LLC  
                                     810 4<sup>th</sup> Ave West, Mobridge, SD 57601  
Current Valuation Total: \$151,718                    Amount Requested by Owner: \$130,000  
Moved by Mound, second by Carlson and carried, to change the valuation to \$131,569 for the building and leave the land as is at \$6,431; total valuation \$138,000.

**Parcel #6071:**                    **W 77.83' of Lots 15 & 16, Block 21, NWTS Co's 2<sup>nd</sup> Addition to the City of Mobridge**  
Owner was present:       Bridge City Properties, LLC  
                                     821 12<sup>th</sup> Street West, Mobridge, SD 57601  
Current Valuation Total: \$177,581                    Amount Requested by Owner: \$151,778  
Moved by Kemnitz, second by Reichert and carried, to change the valuation to \$145,500 for the building and \$6,500 for the land; total valuation \$152,000.

**Parcel #5908:**                    **Lots 9, 10, & 11, Block 1, NWTS Co's 1<sup>st</sup> Addition to the City of Mobridge**  
Owner was present:            Leonard M. Linde  
   318 10<sup>th</sup> Street West, Mobridge, SD 57601  
Current Valuation Total:    \$287,883                                    Amount Requested by Owner:    \$250,000  
Moved by Kemnitz, second by Mound and carried, to change the valuation to \$231,190 for the building and leave the land as is at \$18,810; total valuation \$250,000.

**Parcel #5920:**                    **Lot 1 & N 22 ½' of Lot 2, Block 3, NWTS Co's 1<sup>st</sup> Addition to the City of Mobridge**  
Owner was present:            Brandon Rausch  
   1021 4<sup>th</sup> Ave West, Mobridge, SD 57601  
Current Valuation Total:    \$204,961                                    Amount Requested by Owner:    \$152,000  
Moved by Mound, second by Kemnitz and carried, to change the valuation to \$130,060 for the building and leave the land as is at \$10,253; total valuation \$181,663.

**Parcel #6143:**                    **S ½ Lot 2 & all of Lots 3 & 4, Block 31, NWTS Co's 3<sup>rd</sup> Addition to the City of Mobridge**  
Owner was present:            Robert R. Maisch et al  
   813 9<sup>th</sup> Avenue West, Mobridge, SD 57601  
Current Valuation Total:    \$165,228                                    Amount Requested by Owner:    \$120,000  
Moved by Mound, second by Reichert and carried, to change the valuation to \$130,060 for the building and leave the land as is at \$20,304; total valuation \$150,364.

**Parcel #6086:**                    **N 25' of Lot 9 & all of Lot 10, Block 23, NWTS Co's 2<sup>nd</sup> Addition to the City of Mobridge**  
Owner was present:            Kevin Allen & Tammy Hoffman  
   906 8<sup>th</sup> Avenue West, Mobridge, SD 57601  
Current Valuation Total:    \$181,350                                    Amount Requested by Owner:    \$159,650  
Moved by Stroeder, second by Mound and carried, to change the valuation to \$156,030 for the building and leave the land as is at \$7,488; total valuation \$163,518.

**Parcel #7807:**                    **E 62.17' of Lots 15 & 16, Block 21, NWTS Co's 2<sup>nd</sup> Addition to the City of Mobridge**  
Owner was present:            Bridge City Properties, LLC  
   817 12<sup>th</sup> Street West, Mobridge, SD 57601  
Current Valuation Total:    \$166,935                                    Amount Requested by Owner:    \$142,680  
Moved by Kemnitz, second by Stroeder and carried, to change the valuation to \$138,500 for the building and \$6,500 for the land; total valuation \$145,000.

**Parcel #5948:**                    **Lot 8, Block 8, NWTS Co's 1<sup>st</sup> Addition to the City of Mobridge**  
Owner was present:            Stan J. Silvernagel and Laura E. Silvernagel, et al  
   910 5<sup>th</sup> Avenue West, Mobridge, SD 57601  
Current Valuation Total:    \$163,210                                    Amount Requested by Owner:    \$135,000  
Moved by Stroeder, second by Kemnitz and carried, to change the valuation to \$121,958 for the building and leave the land as is at \$20,519; total valuation \$142,477.

**Parcel #3536:**                    **Lot 1, Mobridge Housing Re-arrangement to the City of Mobridge**  
Owners were present:        Bridge City Properties, LLC  
   1416-1422 3<sup>rd</sup> Ave W, Mobridge, SD 57601  
Current Valuation Total:    \$450,403                                    Amount Requested by Owner:    \$384,960  
Moved by Kemnitz, second by Carlson and carried, to change the valuation to \$355,635 for the building and leave the land as is at \$29,325; total valuation \$384,960.

**Parcel #6515:**                    **Lot 5, Mobridge Housing Re-arrangement to the City of Mobridge**  
Owners were present:        Bridge City Properties, LLC  
   1404-1414 3<sup>rd</sup> Ave W, Mobridge, SD 57601  
Current Valuation Total:    \$345,151                                    Amount Requested by Owner:    \$295,000

Moved by Mound, second by Carlson and carried, to change the valuation to \$273,150 for the building and \$21,850 for the land; total valuation \$295,000.

**Parcel #6514: Lot 2, Mobridge Housing Re-arrangement to the City of Mobridge**

Owners were present: Bridge City Properties, LLC  
306-314 14<sup>th</sup> Street, Mobridge, SD 57601

Current Valuation Total: \$345,151 Amount Requested by Owner: \$295,000

Moved by Mound, second by Reichert and carried, to change the valuation to \$273,150 for the building and \$21,850 for the land; total valuation \$295,000.

**Parcel #6112: Lots 6 & 7, Block 26, NWTs Co's 3<sup>rd</sup> Addition to the City of Mobridge**

Owners were present: Christopher R. & Bette Eckroth  
1004 11<sup>th</sup> Street West, Mobridge, SD 57601

Current Valuation Total: \$151,666 Amount Requested by Owner: \$134,814

Moved by Kemnitz, second by Carlson and carried, to change the valuation to \$125,800 for the building and \$16,241 for the land; total valuation \$142,041.

**Parcel #6137: S 95' of Lots 3 & 4, Block 30, NWTs Co's 3<sup>rd</sup> Addition to the City of Mobridge**

Owner was present: Alicia Norris  
901 9<sup>th</sup> Avenue West, Mobridge, SD 57601

Current Valuation Total: \$164,179 Amount Requested by Owner: \$117,000

Moved by Stroeder, second by Mound and carried, to change the valuation to \$127,133 for the building and to leave the land as is at \$15,433; total valuation \$142,566.

**Parcel #6499: Lot 18E, Thompson's Outlots to the City of Mobridge**

Owners were present: Bridge City Properties, LLC  
1301 N Main Street, Mobridge, SD 57601

Current Valuation Total: \$104,520 Amount Requested by Owner: \$89,333

Moved by Mound, second by Carlson and carried, to change the valuation to \$79,799 for the building and to leave the land as is at \$11,155; total valuation \$90,954.

**Parcel #4756: Lot 6 & S 20' of Lot 7, Block 1, Broes Addition to the City of Mobridge**

Owners were present: Mary Ann Knudson et al  
1204 10<sup>th</sup> Avenue W, Mobridge, SD 57601

Current Valuation Total: \$223,851 Amount Requested by Owner: \$185,000

Moved by Kemnitz, second by Reichert and carried, to change the valuation to \$179,872 for the building and to leave the land as is at \$13,401; total valuation \$193,273.

**Parcel #4757: N 40' of Lot 7 & S 35' of Lot 9, Block 1, Broes Addition to the City of Mobridge**

Owners were present: Mary Ann Knudson et al  
1204 10<sup>th</sup> Avenue W, Mobridge, SD 57601

Current Valuation Total: \$19,201 Amount Requested by Owner: \$16,000

Moved by Kemnitz, second by Carlson and carried, to deny the appeal and leave the assessment as is.

The Mayor adjourned the meeting at 7:38 PM on a motion by Mound, second by Carlson and carried.

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Heather Beck, Finance Officer  
Published once at the total approximate cost of \$

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Gene Cox, Mayor

# City of Mobridge

## 2024 Council Appointments

Mayor Cox

- Police
- Finance
- Weed
- Rail Authority
- Housing

Ward I

- Reichert
- Police
  - Finance
  - Water & Sewer
  - Library

Ward II

- Cerney
- Parks
  - Auditorium
  - Streets

Ward III

- Carlson
- Airport
  - Streets
  - Zoning

- Jensen
- Auditorium
  - Parks
  - Airport

- Kennitz
- Fire
  - Police
  - Zoning

- Mound
- Water & Sewer
  - Fire
  - School Board Rep

*Library Board:*

- Amy Cerney (2027)
- LeeAnn Mack (2025)
- Danny Merkel (2027)
- Michele Yellow Boy (2026)
- Tom Zerr (2025)

*Zoning Board*

- Leah Schmidt (2026)
- Liz Ford (2025)
- Denise Centuro (2026)
- Ken Rossow (2029)
- Lillian Wientjes (2029)
- Jason Weisbeck (2027)
- Greg Mix (2025)

*Housing Board*

- Chris Fried (2026)
- Jade Mound (2027)
- Rylae Jensen(2028)
- Amy Cerney (2025)
- Misti Helm (2025)

Appointed Employees and Officers:

Finance Officer/City Administrator:  
Heather Beck

Chief of Police:  
Shawn Madison

Fire Chief:  
Doug DeLaRoi

Assistant Fire Chief:  
Ryan Ries

Fire Department Secretary:  
Colton Hunter

Zoning Officer:  
Jacque Rawstern

Health Officer:  
Dr. Robert Marciano

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between City of Mobridge ("Owner") and Preload, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Contract 1 – Water Storage Tank including at-grade concrete storage tank, site work, and miscellaneous construction items.

~~Contract 2—Underground and Site Work including water main piping, valves, hydrants, roadway, site work, and miscellaneous construction items.~~

### **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Water Tank and Water Main Improvements.

### **ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained Moore Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Moore Engineering, Inc.

### **ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

A. Contract 1 Water Storage Tank:

The Work will be substantially complete on or before September 20, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 4, 2025.

~~B. Contract 2 Underground and Site Work:~~

~~The Work will be substantially complete on or before September 20, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 4, 2025.~~

#### 4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

- ~~1. Milestone 1 (Contract 2): All work for bid item "Water Tower - Remove" to be completed before October 1, 2024.~~

#### 4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
- ~~3. *Milestones*: Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.



## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 2<sup>nd</sup> Wednesday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 90 percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and up to 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

### 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of the minimum allowed by law.

## **ARTICLE 7—CONTRACT DOCUMENTS**

### **7.01    *Contents***

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) bearing the following general title: Water Storage Tank and Transmission Line
  - 7. Addenda (numbers 1 to 3, inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid Schedule.
  - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01    *Contractor's Representations***

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner:

City of Mobridge

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Gene Cox

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title: City Auditor

(typed or printed)

Address for giving notices:

114 1<sup>st</sup> Ave E

Mobridge SD 57601

Designated Representative:

Name: Heather Beck

(typed or printed)

Title: City Auditor

(typed or printed)

Address:

114 1<sup>st</sup> Ave E

Mobridge SD 57601

Phone: (605)845-3509

Email: [cityhall@westriv.com](mailto:cityhall@westriv.com)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Preload, LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

April 3, 2024

(date signed)

Name: Andrew Tripp, Jr.

(typed or printed)

Title: President

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title: Construction Coordinator

(typed or printed)

Address for giving notices:

4000 Tower Road

Louisville, KY 40219

Designated Representative:

Name: Matt O'Bryant

(typed or printed)

Title: Project Manager

(typed or printed)

Address:

4000 Tower Road

Louisville, KY 40219

Phone: (631) 260-9360

Email: [mobryant@preload.com](mailto:mobryant@preload.com)

License No.:

(where applicable)

State:

## **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between City of Mobridge ("Owner") and Crow River Construction, LLC ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Contract 1 – Water Storage Tank including at-grade concrete storage tank, site work, and miscellaneous construction items.

Contract 2 – Underground and Site Work including water main piping, valves, hydrants, roadway, site work, and miscellaneous construction items.

### **ARTICLE 2—THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Water Tank and Water Main Improvements.

### **ARTICLE 3—ENGINEER**

- 3.01 The Owner has retained Moore Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Moore Engineering, Inc.

### **ARTICLE 4—CONTRACT TIMES**

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Dates*

A. Contract 1 Water Storage Tank:

The Work will be substantially complete on or before September 20, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 4, 2025.

B. Contract 2 Underground and Site Work:



The Work will be substantially complete on or before September 20, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 4, 2025.

#### 4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 (Contract 2): All work for bid item "Water Tower – Remove" to be completed before October 1, 2024.

#### 4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,000 for each day that expires after such time until the Work is completed and ready for final payment.
  3. *Milestones*: Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

### **ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 2<sup>nd</sup> Wednesday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 90 percent of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and up to 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

### 6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

### 6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of the minimum allowed by law.

## **ARTICLE 7—CONTRACT DOCUMENTS**

### **7.01**    *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) bearing the following general title: Water Storage Tank and Transmission Line
  - 7. Addenda (numbers 1 to 3, inclusive).
  - 8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid Schedule.
  - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01**    *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on April 10<sup>th</sup> 2024 (which is the Effective Date of the Contract).

Owner:

City of Mobridge

(typed or printed name of organization)

By: \_\_\_\_\_

(individual's signature)

Date: \_\_\_\_\_

(date signed)

Name: Gene Cox

(typed or printed)

Title: Mayor

(typed or printed)

Attest: \_\_\_\_\_

(individual's signature)

Title: City Auditor

(typed or printed)

Address for giving notices:

114 1<sup>st</sup> Ave E

Mobridge SD 57601

Designated Representative:

Name: Heather Beck

(typed or printed)

Title: City Auditor

(typed or printed)

Address:

114 1<sup>st</sup> Ave E

Mobridge SD 57601

Phone: (605)845-3509

Email: [cityhall@westriv.com](mailto:cityhall@westriv.com)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Crow River Construction, LLC

(typed or printed name of organization)

By: \_\_\_\_\_

(individual's signature)

Date: \_\_\_\_\_

(date signed)

Name: Kraig Hanson

(typed or printed)

Title: Owner

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_

(individual's signature)

Title: Estimator

(typed or printed)

Address for giving notices:

9338 187<sup>th</sup> Ave NE

New London, MN 56273

Designated Representative:

Name: Christopher DeLong

(typed or printed)

Title: Estimator

(typed or printed)

Address:

9338 187<sup>th</sup> Ave NE

New London, MN 56273

Phone: (320)354-5554

Email: [chris@crowriverconstruction.com](mailto:chris@crowriverconstruction.com)

License No.: FL143273

(where applicable)

State: South Dakota



CHANGE ORDER NO.: 1

Owner:	City of Mobridge, SD	Owner's Project No.:	
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	22361
Contractor:	Preload LLC.	Contractor's Project No.:	
Project:	Water Storage Tank and Transmission Line		
Contract Name:	Contract 1 - Water Storage Tank: Base Bid		
Date Issued:	5/1/2024	Effective Date of Change Order:	5/7/2024

The Contract is modified as follows upon execution of this Change Order:

Description: This change order is adding electrical work into contract.

Attachments: Exhibit A, Milliken Quote

Change in Contract Price	Change in Contract Times
Original Contract Price:  \$ 2,822,000.00	Original Contract Times: Substantial Completion: September 20, 2025 Ready for Final Payment: October 4, 2025
Increase from previously approved Change Orders No. 0 to No. 0  \$ 0.00	Increase from previously approved Change Orders No. 0 to No. 0 Substantial Completion: None. Ready for Final Payment: None.
Contract Price prior to this Change Order:  \$ 2,822,000.00	Contract Times prior to this Change Order: Substantial Completion: September 20, 2025 Ready for Final Payment: October 4, 2025
Increase this Change Order:  \$ 69,300.00	Increase this Change Order: Substantial Completion: None. Ready for Final Payment: None.
Contract Price incorporating this Change Order:  \$ 2,891,300.00	Contract Times with all approved Change Orders: Substantial Completion: September 20, 2025 Ready for Final Payment: October 4, 2025

Recommended by Engineer (If required)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized by Owner

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by Contractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**CHANGE ORDER NO.: 1**

<u>Item No. &amp; Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Bid Unit Price</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
<b><u>Contract 1 - Water Storage Tank: Base Bid</u></b>					
<b><u>Change Order Items</u></b>					
CO1.1 260000.00 Electrical	L SUM	1.00	\$ 69,300.00		\$ 69,300.00
				<hr/>	
<b>TOTALS</b>				<b>\$ -</b>	<b>\$ 69,300.00</b>
<b>NET CHANGE IN CONTRACT PRICE</b>				<b>\$69,300.00</b>	

**JUSTIFICATION:**

1. This change order is adding electrical work into contract.

# Milliken Electric

1822 7th St East  
Mobridge SD 57601

Office: 1-605-845-2212  
Cell: 1-605-850-8445  
email: zach@millikenelectric.com

## MOBRIDGE WATER STORAGE SYSTEM

4-30-2024

### COST BREAKDOWN

EQUIPMENT RENTAL	\$5,000.00
CONDUIT AND FITTINGS	\$4,100.00
WIRE	\$1,000.00
LIGHTING	\$18,000.00
STAINLESS CABINET	\$8,000.00
CONCRETE	\$1,500.00
LEVEL SENSOR	\$1,500.00
GEAR	\$600.00
LABOR	\$26,300.00

**TOTAL**

**\$66,000.00**



4503 Coleman Street  
Suite 105  
Bismarck, ND 58503  
P: 701-282-4692  
F: 701-751-2954



May 7, 2024

Gene Cox  
Mayor  
City of Mobridge

Re: Water System Improvements Project: Part B  
Water Treatment Plant Rehabilitation  
Equipment Procurement  
Mobridge, SD  
Project No. 22024

Dear Mayor Cox,

After reviewing the proposals for said project, it is our recommendation that the City of Mobridge award proposals contingent upon funding agency approval to the following:

**Proposal #1– Vessco**

Vessco for their proposal of \$375,000.00 which includes the following:

• Horizontal Reel Flocculators	\$205,000.00
• Effluent Troughs	\$83,000.00
• Tank Baffle Walls	\$112,000.00
• <u>Price Deduct for all three items</u>	<u>-\$25,000.00</u>
Total	\$375,000.00

**Proposal #2 – Van Bergen Markson**

Van Bergen Markson for their proposal of \$268,952.00 which includes the following:

<u>Chain-and-Flight Clarifier</u>	<u>\$268,952.00</u>
Total	\$268,952.00

Copies of the tabulation of the proposals opened are enclosed for your review.

Sincerely,

Jerod Klabunde, PE  
Project Management Group Leader



**BID TABULATION**

**Water System Improvement Project: Part B**

**Water Treatment Plant Rehabilitation - Equipment Procurement**

**Mobridge, SD**

**Project No. 22024**

**Bid Date: April 19, 2024**

Rep: Vessco  
Mfr: MRI  
16133 W. 45th Dr.  
Goldon, CO 80403

Rep: Great Northern Env.  
Mfr: Invent Environmental  
218 Little Falls Rd.  
Cedar Grove, NJ 07009

Rep: Van Bergen  
Mfr: Evoqua  
N19 W23993 Ridgeway  
Waukesha, WI 53188

Rep: Vessco  
Mfr: Brentwood Ind.  
500 Spring Ridge Dr  
Reading, PA 19610

Rep: Treatment Resources  
Mfr: Envirodyne Systems  
75 Zimmerman Dr  
Camp Hill, PA 17011

BID ITEM NO. & DESCRIPTION	UNIT	QUANTITY	BID PRICE	BID PRICE	BID PRICE	BID PRICE	BID PRICE
1. 464133 Reel Flocculation Equipment	L SUM	1	\$205,000.00	\$120,000.00	\$0.00	No Bid	\$340,790.00
2 464311 Clarifier Trough Equipment	L SUM	1	\$83,000.00	No Bid	No Bid	No Bid	No Bid
3. 464311 Chain-and-Flight Clarifier Equipment	L SUM	1	No Bid	No Bid	\$268,952.00	\$379,815.00	\$412,582.00
4. 464279 Tank Baffle Walls	L SUM	1	\$112,000.00	No Bid	No Bid	No Bid	\$314,626.00
<b>TOTAL BID</b>			<b>\$400,000.00</b>	<b>\$120,000.00</b>	<b>\$268,952.00</b>	<b>\$379,815.00</b>	<b>\$1,067,998.00</b>
<b>Optional Alternates</b>							
A1 464311 Substitute non-metallic chains for stainless steel							
A2 Purchase of all bid items			(\$25,000.00)				(\$100,000.00)

**Total Award Combination Option #1 (MRI for Items 1,2 and 4 and Evoqua for Item 3) \$643,952.00**

This is Task Order No. 1,  
consisting of 3 pages.  
(Moore Project #22361)

## Task Order

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In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated February 7, 2024 ("Agreement"), Owner and Engineer agree as follows:

### 1. Background Data

- a. Effective Date of Task Order: **May 7, 2024**
- b. Owner: City of Mobridge
- c. Engineer: Moore Engineering Inc.
- d. Specific Project (title): **Water System Improvement Project: Part A (Reservoir & Transmission Line)**
  - **Project Bid on February 27, 2024 and contracts awarded at March 13, 2024 City Council Meeting**
- e. Specific Project (description): Construction Engineering Services

### 2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are summarized below. Detailed tasks and estimated hours are included in attachment:

#### **321 – Plan Revisions Prior to Re-bidding of Project**

- *Develop cost saving options (3 on Transmission Line Contract and 3 on Reservoir Contract), incorporate Civil and Electrical design changes into plans and specs, develop project alternatives for contractors to bid multiple ways re-issue plans and specifications and solicit approval from D.A.N.R.*

#### **330 Bidding Phase Services**

- *Compile & Issue Bid Documents, Publish on QuestCDN Site, Local, Sioux Falls, Fargo and Builders Exchange Sites, Address Questions from underground/tank/electrical bidders, issue 2 addendums to address RFI's, conduct bid opening, evaluate bids vs budgets with owner, issue 2 Notice of Awards, Engineer's Statement of Cost and Funding Agency required After-bid-documents*

#### **Phase 410: Resident Project Representative Services:**

- *Estimated to be 690 hours dependent on the contractor's schedule. The assumption is the following times:*
  - *Contract 1 – Site Grading and Roadway Construction – 40 hours onsite*

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#### Task Order Form

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and American Society of Civil Engineers. All rights reserved.



- *Contract 1 – Tank Foundation – 2 Weeks Full Time @ 55 hrs/wk*
- *Contract 1 – Tank & Electrical – 6 wks part time @ 2 days/wk*
- *Contract 2 – Old Tower Site Demo – 3 Days*
- *Contract 2 – Underground Project – 6 Weeks Full Time @ 55hrs/wk*
- *Both Contracts – Erosion Control, Restoration – 1 Week Full Time @ 55hrs/wk*
- *Electrical Subconsultant – 2 Separate Trips by Prairie Eng.*

**Phase 420: Construction Staking Services:**

- *Estimated to be 6 trips dependent on request from contractor. The assumption is that they will request staking for: 1 Benchmarks & Stripping Limits, 2 Erosion Control & Roadway, 3 Tank Foundation, 4&5 Water Main, 6 Ditch Grading and Culverts*

**Phase 440: Construction Engineering (CE) Services**

- *Seek electrical bid, conduct change order to add services to Pre-Load's Contract*
- *Dependent on 2 attached Contractor's schedules*
  - *Crow River and associated Subs – starting in 2024 and finishing 2025*
  - *Pre-Load and associated Subs – starting and finishing in 2025*

**Phase 450: Post Construction Services:**

- *Agency closeout of 2 contracts, CAD generated Record Drawings, Certification of Completion, Funding Agency closeout documents, warranty walk through, and update city maps.*

Other Services: **None**

- B. All of the services included above comprise Construction Engineering Services for purposes of Engineer's compensation under this Task Order.

**3. Additional Services:** No additional services are included. If additional services are requested, estimates will be provided and time will be billed at agreed upon hourly rates.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: **None**

**5. Task Order Schedule:** Engineer shall provide services within the following days from the date of approval for the Task Order.

- a. The intention is for Moore Engineering to complete tasks in accordance with milestone, substantial completion and final completion dates of the construction contracts. In general, services are estimated to be completed by 12/31/25. However, actual services will be dependent on contractor's schedule(s).

## 6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Phase 321: Plan Revisions – (Already Completed)	\$6,131.00
Phase 331: Rebidding Project – (Already Completed)	\$10,794.00
Phase 410: Resident Project Representative – Hourly, Estimated to be	\$116,455.00
Phase 420: Construction Staking Services – Hourly, Estimated to be	\$18,390.00
Phase 440: Construction Engineering Services – Hourly, Estimated to be	\$54,853.00
Phase 450: Post Construction Services – Hourly, Estimated to be	\$12,755.00

**Estimated Total: \$ 219,379.00**

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order: NONE**

**8. Other Modifications to Agreement and Exhibits: NONE**

**9. Attachments:**

1. Spreadsheet showing Engineer's Estimated Tasks and Hours
2. Construction Schedules Submitted by DN Tanks and Crow River

**ARTICLE 2 – OTHER DOCUMENTS INCORPORATED BY REFERENCE: NONE**

**ARTICLE 3 – TERMS AND CONDITIONS**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 7, 2024

OWNER: City of Mobridge

ENGINEER: Moore Engineering Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Gene Cox

Print Name: Tyson Hajicek, PE

Title: Mayor

Title: Chief Operating Officer

---

Task Order Form

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Page 3

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Engineering Firm's Cert. No. C-2564 (South Dakota)

Attest: \_\_\_\_\_

City Finance Officer: Heather Beck

State of: North Dakota

Date: \_\_\_\_\_

\_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Heather Beck

Name: Jerod Klabunde, ND PE #14146

Title: City Finance Officer

Title: Senior Project Manager

Address: 114 1<sup>st</sup> Avenue East  
Mobridge, SD 57601

Address: 2911 N. 14<sup>th</sup> Street – Suite 301  
Bismarck, ND 58503

E-Mail cityhall@westriv.com  
Address: \_\_\_\_\_

E-Mail Jerod.klabunde@mooreengineeringinc.com  
Address: \_\_\_\_\_

Phone: (605) 845-3555

Phone: (701) 751-8380

---

Task Order Form

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# Proposal

1111 S 2<sup>ND</sup> ST ♦ Aberdeen, SD 57401  
(605) 226-2545 Fax (605) 225-1142

Proposal Submitted To City of Mobridge Waste Water Treatment Plant	Phone Kurt Schmaltz--605-848-0074	Date April 29, 2024
Street 1401 Lake Front Drive	Job Name Boiler Bid	
City, State & Zip Code Mobridge, SD 57601	Mobridge, SD	

We hereby submit specifications and estimates for:

**We propose to install a boiler system as follows:**

Two-Boiler Lochinvar 90% 199MBTU Natural Gas  
Air Separator  
Press Fittings  
Expansion Tank  
Concentric Vents  
Miscellaneous Materials

Boiler System Material, Labor, and Excise Tax.....\$22,250.00

**Exclusions: Electrical and Control Work by Others**

**We Propose** hereby to furnish material and labor — complete in accordance with the above specifications:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized  
Signature

Note: This proposal may be withdrawn  
by us if not accepted within

10 days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

# Stock Enterprises, LLC

8001 W Camino de Oro  
 Peoria, AZ 85383 US  
 623-561-1591  
 sales@policebumper.com

## Quote

ADDRESS	SHIP TO	QUOTE	62662
City of Mobridge	City of Mobridge	DATE	04/29/2024
		EXPIRATION	07/31/2024
		DATE	

DATE	ACTIVITY	PRODUCT #	DESCRIPTION	QTY	RATE	AMOUNT
	Grappler Police Bumper Kit + Training	0022	For available platforms. To include: One police bumper, installation, training for one operator per unit.	3	7,000.00	21,000.00

By purchasing, installing and/or using the Grappler Police Bumper System (the "System"), the Agency understands and accepts the inherent risks of damage, injury or death arising out of the use of the System, and assumes all such risks when using the System.	SUBTOTAL	21,000.00
	TAX	0.00
All Grappler users must be trained using Stock Enterprises, LLC training PowerPoint items or equivalent. 2 year warranty on electrical and mechanical components. Collision or misuse not covered. A vehicle wheel alignment is recommended after installation. Not included.	TOTAL	USD 21,000.00

Accepted By  
  
 Accepted Date



Date Received: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

# Uniform Alcoholic Beverage License Application

License No. 10.

## A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name <u>Charles Demarria</u>		Phone Number <u>605-581-9808</u>	
Address <u>405 main st.</u>	City <u>Maahalia</u>	State <u>SD</u>	Zip <u>57642</u>

## C. INDICATE CLASS OF LICENSE BEING APPLIED FOR (Submit separate application for each class of license).

- |   |   |
|---|---|
| <input type="checkbox"/> Retail (on-sale) Liquor              | <input checked="" type="checkbox"/> Retail (on-off sale) Malt Beverage & SD Farm Wine |
| <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant | <input type="checkbox"/> Package Delivery   |
| <input type="checkbox"/> Convention Center (on-sale) Liquor   | <input type="checkbox"/> Hunting Preserve   |
| <input type="checkbox"/> Package (off-sale) Liquor            | <input type="checkbox"/> Other _____  |
| <input type="checkbox"/> Retail (on-off sale) Wine and Cider  |   |

Is this license in active use?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? (If yes, please list on additional sheet)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

## B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name <u>Chuck Wagon</u>		Phone Number	
Address <u>820 W. Grand Crossing</u>	City <u>Madridge</u>	State <u>SD</u>	Zip <u>57601</u>

Is place of business located in a municipality?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
County	<u>Walworth</u>
Do you own or lease this property?	<input type="checkbox"/> OWN <input checked="" type="checkbox"/> LEASE
Are real property taxes paid to date?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Are you of good moral character having never been convicted of a felony?	<input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO

## D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description: 2nd floor restaurant only, Lots 1-5 + 8-12, Blk 42, NW Township 3rd Addn, Madridge

- E. State Sales Tax Number 1038-7201-ST
- F. ☒ New License ☐ Transfer? (\$150) ☐ Re-issuance

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

Date <u>4-12-24</u>	Print Name <u>Charles Demarrias</u>	Signature <u>[Signature]</u>
------------------------	--	---------------------------------

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

## FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date
--------------------------	------

Renewal—no public hearing held: ☐  
Establishment is ineligible for video lottery: ☐  
Amount of fee collected with application: \$ 352.50  
Amount of fee retained: \$ \_\_\_\_\_  
Forwarded with application: \$ \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant

**Uniform Alcoholic Beverage License Application**  
**(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP/LLC <b>Chuck Wagon LLC</b>		
Address of office and principal place of business of corporation/partnership/LP/LLC <b>820 West Grand Crossing</b>		
City <b>Mobridge</b>	State <b>SD</b>	Zip Code <b>57601</b>
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

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

Name	Office	Address	Occupation
<b>Charles D. Offner</b>		<b>405 Main St.</b>	<b>Owner</b>

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

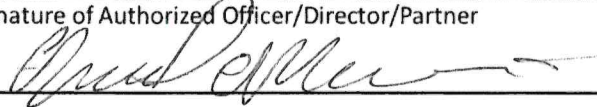
Name	Type of License	License #	Financial Interest Held	Address of Business Location

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

**With signature the applicant agrees to the following:**

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

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

Signature of Authorized Officer/Director/Partner 	Date <b>4-12-24</b>
---	------------------------



Date Received: \_\_\_\_\_  
Date Issued: \_\_\_\_\_

## Uniform Alcoholic Beverage License Application

License No. \_\_\_\_\_

### A. CORPORATION, LLC OR SOLE PROPRIETOR NAME AND MAILING ADDRESS

Name <u>STEVES RICK'S CAFE LLC</u>		Phone Number <u>605-845-5700</u>	
Address <u>117 So. Main ST</u>	City <u>Madison</u>	State <u>SD</u>	Zip <u>57040</u>

### B. DOING BUSINESS AS NAME AND PHYSICAL ADDRESS

Name <u>RICK'S CAFE</u>		Phone Number <u>605-845-8580</u>	
Address <u>117 So. Main ST</u>	City <u>Madison</u>	State <u>SD</u>	Zip <u>57040</u>

### C. INDICATE CLASS OF LICENSE BEING APPLIED FOR (Submit separate application for each class of license).

- |   |   |
|---|---|
| <input type="checkbox"/> Retail (on-sale) Liquor              | <input checked="" type="checkbox"/> Retail (on-off sale) Malt Beverage & SD Farm Wine |
| <input type="checkbox"/> Retail (on-sale) Liquor - Restaurant | <input type="checkbox"/> Package Delivery   |
| <input type="checkbox"/> Convention Center (on-sale) Liquor   | <input type="checkbox"/> Hunting Preserve   |
| <input type="checkbox"/> Package (off-sale) Liquor            | <input type="checkbox"/> Other _____  |
| <input type="checkbox"/> Retail (on-off sale) Wine and Cider  |   |

Is this license in active use?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses? (If yes, please list on additional sheet)	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

Is place of business located in a municipality?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
County	<u>Walworth</u>
Do you own or lease this property?	<input checked="" type="checkbox"/> OWN <input type="checkbox"/> LEASE
Are real property taxes paid to date?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Are you of good moral character having never been convicted of a felony?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

### D. LEGAL DESCRIPTION OF LICENSED PREMISE:

Legal Description:  
Lot 3-41, BIK II, Original Plat

- E. State Sales Tax Number 1041-1843-AR ST
- F. ☒ New License ☐ Transfer? (\$150) ☐ Re-issuance

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

Date <u>4-23-14</u>	Print Name <u>STEVE CHRISTMAN</u>	Signature <u>Steve Christman</u>
------------------------	--------------------------------------	-------------------------------------

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

### FOR LOCAL GOVERNMENT USE

(Seal) Mayor or Chairman	Date
--------------------------	------

Renewal—no public hearing held: ☐  
Establishment is ineligible for video lottery: ☐  
Amount of fee collected with application: \$ \_\_\_\_\_  
Amount of fee retained: \$ \_\_\_\_\_  
Forwarded with application: \$ \_\_\_\_\_

If disapproved, endorse reason thereon and return to applicant

**Uniform Alcoholic Beverage License Application**  
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC <i>Bick's Cafe LLC</i>		
Address of office and principal place of business of corporation/partnership/LP/LLC <i>117 So. Main St</i>		
City <i>Mohrville S.D.</i>	State <i>S.D.</i>	Zip Code <i>57601</i>
Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony?		<input checked="" type="checkbox"/> YES   [ ] NO

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

Name	Office	Address	Occupation
<i>Steve Christman</i>	<i>President/owner</i>	<i>203 3rd St W</i>	<i>Business Owner</i>

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

Name	Type of License	License #	Financial Interest Held	Address of Business Location

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

<i>Jan Collins' P.O. Box 609</i>	<i>605-848-1885</i>
----------------------------------	---------------------

**With signature the applicant agrees to the following:**

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

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

Signature of Authorized Officer/Director/Partner <i>Steve Christman</i>	Date <i>4-23-21</i>
--	------------------------

# Memo

To: Council Members  
 From: Heather Beck  
 Date: May 7, 2024  
 Re: Malt Beverage License Renewals

Below are the malt beverage licenses that are up for renewal. These licenses run from July 1, 2024 to June 30, 2025. All fees have been paid and property taxes are current.

APPLICANT	DESCRIPTION	TYPE OF LICENSE
Mobridge Pit Stop	Lots 1-2 Block 34 Grand Crossing	Retail (On-Off Sale)
Great Plains Family Rest.	Lot 1 & part of Lots 2, 3 & 9 Blk 43, NWTS 3 <sup>rd</sup> Add	Retail (On-Off Sale)
LaCabana	Lots 1-3, Block 1, Eklo's 1 <sup>st</sup> Add	Retail (On-Off Sale)
Last Chance	Lots 5 & 6 Block 41 NW 3 <sup>rd</sup>	Retail (On-Off Sale)
Mobridge Gas-n-Goodies	Lots 16A, 16B, 17A, 17B, 18A, 18B, Replat of Lots 16-18, Blk 22, Milwaukee 1 <sup>st</sup>	Retail (On-Off Sale)
Mobridge Gas-n-Goodies 2	Lots 16A, 16B, 17A, 17B, 18A, 18B, Replat of Lots 16-18, Blk 22, Milwaukee 1 <sup>st</sup>	Retail (On-Off Sale)
Rick's Café, LLC	Lots 2-6 Block 11 Mobridge Original	Retail (On-Off Sale)
Holiday Stationstores	Lots 10-12 Block 1 Eklos 1 <sup>st</sup>	Retail (On-Off Sale)
Merkel's Foods	Lots 14-18 Block 21 Milwaukee 1 <sup>st</sup>	Retail (On-Off Sale)
Payless Foods	Lots 4-15 Block 40 Grand Crossing	Retail (On-Off Sale)
Dollar General	Dollar General Addn.	Retail (On-Off Sale)
Donnie's Pizzeria	Lots 11-12, Blk 10, Original	Retail (On-Off Sale)
D&D Mine LLC	Lot 6A, Block 2, Original	Retail (On-Off Sale)
D&D Mine II LLC	Lot 6A, Block 2, Original	Retail (On-Off Sale)
Mobridge Rodeo Assc.	Tr A & B SE ¼ 20-124-79	Retail (On-Off Sale)
Family Dollar	N 250' Lot B, Shor Acres	Retail (On-Off Sale)
Charles Demarrias	2 <sup>nd</sup> floor restaurant only on Lots 1-5 & 8-12, Block 42, NW Townsite 3 <sup>rd</sup> Addn	Retail (On-Off Sale)

Please let me know if you have any questions.

Thanks,

Heather



THIS DOCUMENT PREPARED BY:

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

---

## **GREENWOOD CEMETERY DEED**

THIS INDENTURE made this 7<sup>th</sup> day of May 2024, by and between City of Mobridge, a municipal corporation, of the county of Walworth and the State of South Dakota, Grantor, and Jerry Hulm, married, 1106 E Oakland Street, Rapid City, SD 57701.

### **WITNESSETH:**

That the Grantor, in consideration of the sum of \$400.00 and other valuable consideration in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto said Grantee, her heirs and assigns, forever, the exclusive and entire right of interment or sepulture in Grave Number 3, in Lot 45, in Block Q as shown and numbered on the plat of the Greenwood Cemetery 1<sup>st</sup> Addition, now owned by the City of Mobridge, South Dakota, which is on file and of record in the office of the Register of Deeds of Walworth County, South Dakota, and recorded on page 44, Plat Book No. 4 of said Walworth County, South Dakota on November 8, 1961, together with all the ways, rights and privileges and appurtenances thereunto belonging or in anywise appertaining.

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

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

ATTEST:

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

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

Seal

State of South Dakota )        ss  
County of Walworth    )

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

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



# CAHILL BAUER & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

August 3, 2023

To the City Council and Management  
City of Mobridge  
114 1<sup>st</sup> Ave E  
Mobridge, SD 57601

We are pleased to confirm our understanding of the services we are to provide for City of Mobridge for the year ended December 31, 2023.

## Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Mobridge as of and for the year ended December 31, 2023. Accounting standards in accordance with the modified cash basis of accounting which is a basis of accounting other than GAAP provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Mobridge's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Mobridge's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance.

We have also been engaged to report on supplementary information other than RSI that accompanies City of Mobridge's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements.

- 1) Schedule of Combined Financial Statements of Nonmajor Funds
- 2) Budgetary Comparison Schedules
- 3) Pension Schedules
- 4) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting which is a basis of accounting other than GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

*Jason W. Bauer, CPA, CGMA, PFS • bauer@cahillbauer.com*

P.O. Box 669 • Mobridge, SD 57601-0669 • Fax (605) 845-2517 • Phone (605) 845-2927 • Toll Free 1-800-244-8430

MEMBERS: AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS



- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

#### **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Lack of segregation of duties
- Management override of controls
- Preparation of the financial statements



We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

#### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Mobridge's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Mobridge's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City of Mobridge's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.



### **Other Services – (Non-attest)**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of City of Mobridge in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. We will also provide consulting services with year-end journal entries based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management,



(2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on May 7, 2024.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the modified cash basis of accounting which is a basis of accounting other than (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting which is a basis of accounting other than GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting which is a basis of accounting other than GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.



At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Cahill Bauer & Associates, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to SD Department of Legislative Audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Cahill Bauer & Associates, LLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the SD Department of Legislative Audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jason W Bauer, CPA, PFS, CGMA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately May 6, 2024.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$18,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

### **Reporting**

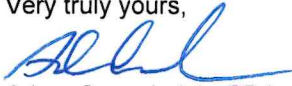
We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and City Council of City of Mobridge. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in

accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to City of Mobridge and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Adam Quaschnick, CPA

Cahill Bauer & Associates, LLC

RESPONSE:

This letter correctly sets forth the understanding of City of Mobridge.

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



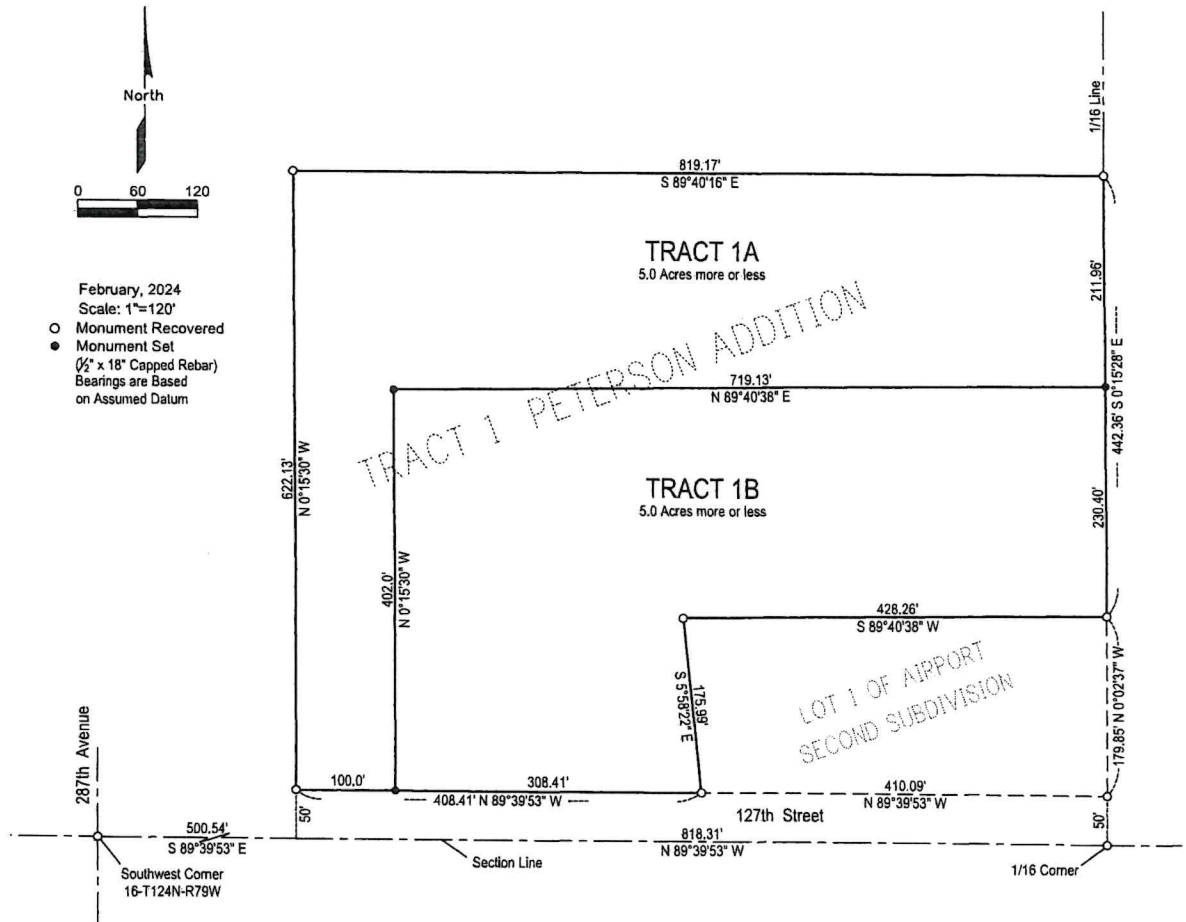
16.

**PLAT OF TRACTS 1A AND 1B,  
PETERSON ADDITION TO WALWORTH COUNTY  
LOCATED IN THE SW¼SW¼, SECTION 16, T124N, R79W, 5TH P.M.,  
WALWORTH COUNTY, STATE OF SOUTH DAKOTA.**

Formerly Tract 1 Peterson Addition to Walworth County  
Located in the SW¼SW¼, Section 16, T124N, R79W, 5<sup>th</sup> P.M.,  
Walworth County, South Dakota.

Filed for record on the 29<sup>th</sup> day of July, 2020 at 8:15 A.M.

In Book of Plats #22 on Page 18. Doc. No. 20-535.



**SURVEYOR'S CERTIFICATE**

I, Mike J. Lapka, a Registered Land Surveyor of the State of South Dakota, do hereby certify that on or before the 20th day of February, 2024 and at the request of the owners of the real property hereinafter described, surveyed Tract 1 Peterson Addition to Walworth County Located in the SW¼SW¼, Section 16, Township 124 North, Range 79 West of the 5th P.M., Walworth County, South Dakota, as shown on the plat, and marked upon the ground boundaries thereof in the manner shown on the plat, and that the attached plat is a true and correct representation of said survey and that the parcel of land so platted contains: "PLAT OF TRACTS 1A AND 1B, PETERSON ADDITION TO WALWORTH COUNTY, LOCATED IN THE SW¼SW¼, SECTION 16, T124N, R79W, 5TH P.M., WALWORTH COUNTY, STATE OF SOUTH DAKOTA."

IN WITNESS WHEREOF, I have executed this Surveyor's Certificate this 24th day of January, 2024.

Prepared By:  
**LAPKA LAND SURVEYING**  
1248 Church Street  
Leola, South Dakota 57456  
Ph. 605-690-3685



**PLAT OF TRACTS 1A AND 1B,  
PETERSON ADDITION TO WALWORTH COUNTY  
LOCATED IN THE SW¼SW¼, SECTION 16, T124N, R79W, 5TH P.M.,  
WALWORTH COUNTY, STATE OF SOUTH DAKOTA.**

**CERTIFICATE OF OWNERSHIP**

State of South Dakota County of Walworth

We, Jeffery A. Platt and Sharon D. Platt do hereby certify we are the owners of Tract 1 Peterson Addition, as shown and described hereon, and that we do approve this plat as hereon shown and that the development of this property shall conform to all existing zoning, subdivision, erosion and sediment control.

Jeffery A. Platt

Address

Sharon D. Platt

Address

**ACKNOWLEDGMENT OF OWNERSHIP**

State of South Dakota County of Walworth

On this 1 day of April, 2024 before me, the undersigned officer, personally appeared Jeffery A. Platt and Sharon D. Platt, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same for the purposes therein contained. In witness whereof I hereunto set my hand and Official Seal.

My commission expires: July 26, 2025

NOTARY PUBLIC



**APPROVAL BY CITY PLANNING & ZONING**

I hereby certify that the following is a correct copy of the resolution duly passed by the Mobridge Planning & Zoning Board, Walworth County South Dakota at a meeting held on the 15 day of May, 2024.

"Be it resolved by the Walworth County Planning & Zoning that the Plat, "PLAT OF TRACTS 1A AND 1B, PETERSON ADDITION TO WALWORTH COUNTY, LOCATED IN THE SW¼SW¼, SECTION 16, T124N, R79W, 5TH P.M., WALWORTH COUNTY, STATE OF SOUTH DAKOTA.", having been examined, is hereby approved in accordance with the provisions of SDCL 11-3, and any amendments thereof."

Secretary Planning & Zoning

**APPROVAL BY CITY**

I hereby certify that the following is a correct copy of the resolution duly passed by the Mobridge City Council of Walworth County, South Dakota at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

"Be it resolved by the Mobridge City Council of Walworth County South Dakota, that the Plat, "PLAT OF TRACTS 1A AND 1B, PETERSON ADDITION TO WALWORTH COUNTY, LOCATED IN THE SW¼SW¼, SECTION 16, T124N, R79W, 5TH P.M., WALWORTH COUNTY, STATE OF SOUTH DAKOTA.", having been examined, is hereby approved in accordance with the provisions of SDCL 11-3, and any amendments thereof."

Mayor

**APPROVAL OF HIGHWAY OR STREET AUTHORITY**

The location of the proposed access to the abutting County or State Highway, or City Street as shown hereon, is hereby approved. Any changes in the location of proposed access shall require additional approval.

HIGHWAY OR STREET AUTHORITY

Date: \_\_\_\_\_

**CERTIFICATE OF COUNTY TREASURER**

State of South Dakota County of Walworth

I, \_\_\_\_\_, Walworth County Treasurer do hereby certify that the \_\_\_\_\_ taxes, which are liens upon the lands platted hereon, as shown by the records of my office, have been fully paid.

County Treasurer

Date: \_\_\_\_\_

**Walworth COUNTY DIRECTOR OF EQUALIZATION CERTIFICATE**

State of South Dakota County of Walworth

I, \_\_\_\_\_, County Director of Equalization, hereby certify that I have received a copy of this plat.

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

County Director of Equalization

**OFFICE OF REGISTER OF DEEDS**

State of South Dakota County of Walworth

Filed for record this \_\_\_\_\_ day of \_\_\_\_\_, 2024, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_.

Document No. \_\_\_\_\_

Register of Deeds \_\_\_\_\_



Prepared By:  
**LAPKA LAND SURVEYING**  
1248 Church Street  
Leola, South Dakota 57456  
Ph. 605-690-3685



18.

**April Building Permits**

<b>Name</b>	<b>Location</b>	<b>Project</b>	<b>Cost</b>
Freedom Baptist Church	415 6th Ave East	cement parking lot on east and north side	\$42,268.00
Cody & Kara Schaeftbauer	620 2nd Ave East	Replace fence with chain link fence	\$3,000.00
Jeff Piatt & Grant Lockner	28706 127th Street	24x50 Basement w/Temp Roof for living space	\$100,000.00
Larry & Sally Erhardt	708 2nd Street East	12'x42.5' Carport	\$3,600.00
Alan Nelson	803 4th Ave West	32'x5' Double Gate	\$500.00
Daniel & Pamella Fischer	908 1st Ave West	13'x10 Awning Over Door	\$6,900.00
Jake Selzler	1421 North Main	26'x14' Garage	\$8,200.00
Charles & Becky Peacock	1010 9th Ave West	32'x18' Three Season Room	\$48,000.00
David Haefner	217 2nd Ave West	Demo Garage	\$1,000.00
City of Mobridge	Greenwood Cemetery	5x7 Concrete pad, replace and add fence, new 40' approach on NE side	\$3,000.00

Total **\$216,468.00****10 Total Permits**

## Recreation and City Events Manager

A couple of the MYO board members and I met with coaches from around our area in April to set the schedules for the youth summer sports. We now have our schedules and tournaments in the books.

We had a free will donation meal on May 6<sup>th</sup> for the MYO dedication for the Kansas City Royals grant that helped us put in new backstops at the MYO softball fields.

I recently attended the Certified Pool Operators training in North Dakota and tested to be certified. I am now a certified pool operator.

Swim lesson sign up opened mid-April, we look forward to another summer of teaching your young kids to swim. There are 4 sessions available, they are filling up quickly so stop by or call city hall and get your spot reserved. This year we have American Red Cross certified instructors Phoebe Schmaltz, Sophia Overland and Grace Overland.

In December, I applied for a lifejacket grant from the Sea Tow Foundation. I received an email that we will be receiving a bundle of lifejackets for those kids in need who are still struggling in the water. We continue to strive for safety to make our pool safe and enjoyable.

We have 10 of our own employees that will be recertifying or getting their first-time guard certification. We have had some interest from the surrounding communities in joining us in training their guards at the end of May as well.

I am now in full swing with getting the pool ready, concessions stands for softball and helping MYO with the track meets.

**ADMINISTRATION**

Salaries	6,356.01
Accounts Management Inc., garnishment	227.40
Aflac, insurance	766.20
Bantz, Gosch, & Cremer, LLC, attorney services	57.00
Century Business Products, copier lease	52.60
Credit Collections Bureau, garnishment	520.04
Delta Dental of SD, dental	343.00
First Interstate Bank, HSA contributions	5,014.24
First Interstate Bank, payroll taxes	30,598.58
Irene Thompson, refund	40.00
Justin Carlson, refund	21.01
Justin Jungwirth, refund	84.84
KCL, insurance	515.07
Mobridge Housing, refund	149.80
Mobridge Regional Hospital Foundation, refund	721.90
Mobridge Tribune, publishing/supplies	157.82
Payment Service Networks, credit card fees	54.95
Rodenburg Law firm, garnishment	575.24
Ruth Butler, refund	90.57
SD Child Support Payment Center, garnishment	559.38
SD Retirement System, retirement	18,096.56
SD State Treasurer, sales tax	2,082.03
SDRS Supplemental Retirement, retirement	350.00
Walworth County Register of Deeds, prof. services	7.00
Wellmark, insurance/prof. services	10,198.53
	<b>77,639.77</b>

**CITY ADMINISTRATOR**

Salaries	1,078.35
Century Business Products, copier lease	52.60
	<b>1,130.95</b>

**GOVERNMENT BUILDINGS**

Dakota Sound Systems, repair & maintenance	520.00
MDU, utilities	353.15
Paylessfoods, supplies	30.28
Runnings, repair and maintenance	169.98
Wade's Carpet & Floor Covering, repair & maintenance	8,386.30
	<b>9,459.71</b>

**OLD CITY HALL**

MDU, utilities	537.54
	<b>537.54</b>

**POLICE DEPARTMENT**

Salaries	37,660.24
Assembled Products Corporation, vehicle replacement	1,550.41
AT&T Mobility, telephone	678.02
Capital Trophy, prof. services	199.25
Century Business Products, copier lease	73.44
Dacotah Insurance, prof. services	50.00
Dakota Glass & Alignment, vehicle maintenance	1,309.48
Fleet Services, gasoline/vehicle maintenance	3,128.93
Graffix Shoppe, vehicle replacement	825.00
Grand Central, vehicle maintenance	101.50
Grand Central, vehicle maintenance	85.50
Justin Jungwirth, travel & conference	310.52
Mastercard, other services/travel & conference	171.95
MDU, utilities	706.29
Mobridge Regional Hospital, prof. services	262.00
Oahe Vet, prof. services	310.00
Paylessfoods, supplies	39.92
Runnings, vehicle maintenance	100.26
SD Secretary of State, prof. services	30.00
Two Way Solutions, Inc., radio maintenance	119.97
	<b>47,712.68</b>

**FIRE DEPARTMENT**

Salaries	700.00
CNA Surety, liability insurance	126.00
Heiman, equipment & machinery/supplies	1,776.42
MacQueen, supplies	233.66
MDU, utilities	537.54
Mobridge Hardware, supplies	99.98
Runnings Supply, supplies/repair & maintenance	111.43
Voyager, gasoline/diesel	1,031.51
	<b>4,616.54</b>

**OTHER PROTECTION**

MDU, utilities	39.30
	<b>39.30</b>

**STREET DEPARTMENT**

Salaries	5,914.80
AT&T Mobility, utilities	31.56
Bridge City Small Engines, repair & maintenance	36.77

**PARK DEPARTMENT**

Davis Martin, contract labor	1,330.00
Grand Central, repair & maintenance	16.00
GTC Auto Parts, repair & maintenance/supplies	312.94
MDU, utilities	591.87
Mobridge Hardware, supplies	180.12
Runnings Supply, repair & maintenance	46.49
	<b>2,477.42</b>

**LIBRARY**

Salaries	2,735.64
Center Point Large Print, books	49.14
Century Business Products, supplies	69.08
Ingram, books	317.05
Library Director, supplies	69.81
MDU, utilities	691.81
	<b>3,932.53</b>

**AUDITORIUM**

Dakota Sound Systems, repair & maintenance	520.00
MDU, utilities	2,365.72
Mobridge Hardware, supplies/repair & maintenance	56.14
	<b>2,941.86</b>

**ZONING**

Salaries	517.89
Mobridge Tribune, publishing	9.87
	<b>527.76</b>

**NATIONAL GUARD ARMORY**

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

**PSAP**

AT&T Mobility, utilities	40.04
High Point Network, computer software & hardware	172.50
Valley Telecommunications, utilities	830.16
Venture Communications, utilities	424.09
	<b>1,466.79</b>

**24/7**

Salaries	976.86
	<b>976.86</b>

**POOL**

US Bank, loans	19,003.75
	<b>19,003.75</b>

**3B**

Chamber of Commerce, other	8,716.19
	<b>8,716.19</b>

**WATER DEPARTMENT**

Salaries	10,774.30
AT&T Mobility, utilities/telephone	61.16
Badger Meter, prof. services	107.40
Century Business Products, copier lease	52.60
Dady Drug, supplies	42.28
Dakota Pump & Control, equipment & machinery	22,593.53
Gregg's Drilling & Excavating, supplies/prof. services	4,305.82
GTC Auto Parts, supplies	79.06
Hawkins, chemicals	817.90
Hub City Roofing, buildings	39,500.00
M&M Electric, prof. services	880.10
MDU, utilities	4,377.85
Metering & Technology, water meters	2,362.92
Michael Todd Industrial Supplies, equipment maintenance	645.97
Milbank Winwater Works, water meters	352.10
Mobridge Hardware, repair & maintenance/supplies/building maintenance/office sup	324.37
Office of Fire Marshal, prof. services	160.00
Premier Equipment, repair & maintenance	521.28
Runnings Supplies, supplies/small tools/machinery & equipment/repair & maintenar	1,194.43
SD Assoc. of Rural Water Systems, membership dues	593.34
SD Dept. of Health, water samples	120.00
SD One Call, prof. services	16.80
US Postal Service, postage	386.11
USDA-Rural Development, loan payment	2,373.00
Verizon Wireless, telephones	32.51
	<b>92,674.83</b>

**SEWER DEPARTMENT**

Salaries	5,089.04
AT&T Mobility, telephone	15.78
Century Business Products, copier lease	52.60
Deputy Finance, postage	11.00
Fisher Scientific, chemicals	179.01
GTC Auto Parts, supplies	18.92
Hawkins, chemicals	40.00
MacQueen, small tools	233.66
Mastercard, travel & conference	188.16

Grand Central, diesel	50.60	MDU, utilities	4,328.10
GTC Auto Parts, repair & maintenance	25.98	Michael Todd Industrial Supplies, equipment maintenance	645.98
Jensen Rock & Sand, cold mix	2,171.75	Minnesota Valley Testing Lab., water samples	185.50
MDU, utilities/street lights	5,838.52	Mobridge Hardware, supplies/small tools	144.70
Michael Todd Industrial Supplies, equipment maintenance	645.97	Mobridge Tribune, publishing	89.25
Mobridge Hardware, supplies/repair & maintenance	80.52	Ramkota Hotel, travel & conference	119.00
Runnings Supply, supplies/repair & maintenance	138.33	Runnings Supplies, supplies/repair & maintenance	199.93
	<b>14,934.80</b>	SD Assoc. of Rural Water Systems, membership dues	296.66
<b>SOLID WASTE COLLECTION</b>		SD DANR, prof. services	60.00
Heartland Waste, prof services	24,339.70	SD Dept. of Health, water samples	211.00
	<b>24,339.70</b>	SD One Call, prof. services	16.80
<b>REGULATION &amp; INSPECTION</b>		Sweeney Controls CO., repair & maintenance	102.16
Salaries	312.70	Trojan Technology, sup. inhouse repairs	6,853.96
Bantz, Gosch, & Cremer, attorney services	85.55	US Postal Service, postage	386.10
Deputy Finance, postage	52.38	Voyager, gasoline	60.95
Mastercard, travel & conference	90.00		<b>19,528.26</b>
Mobridge Tribune, publishing	99.00	<b>AIRPORT</b>	
ODP Business Solutions, supplies	36.99	Salaries	813.75
Verizon Wireless, telephones	55.61	Dish TV, utilities	58.35
Walworth County Landfill, prof. services	5.12	MDU, utilities	483.90
	<b>737.35</b>	Michael Todd Industrial Supplies, equipment maintenance	645.98
<b>POOL</b>			<b>2,001.98</b>
Salaries	53.13	<b>CEMETERY</b>	
Hawkins, chemicals	8,525.50	Davis Martin, contract labor	595.00
Mastercard, travel & conference/uniform	365.01	Gregg's Drilling & Excavating, prof. services/supplies	9,110.00
MDU, utilities	122.96	MDU, utilities	58.03
Mobridge Hardware, supplies/repair & maintenance	38.56		<b>9,763.03</b>
Monica Weninger, travel & conference	38.00	<b>SEWER &amp; WATER EXTENSION</b>	
Open Canvas, uniform & equipment	195.00	Gregg's Drilling & Excavating, prof. services	1,059.50
Runnings Supply, repair & maintenance	299.63		<b>1,059.50</b>
USA BlueBook, repair & maintenance	694.75		
	<b>10,332.54</b>		
<b>CULTURE RECREATION</b>			<b>361,398.36</b>
Salaries	1,648.00		
Merkel's Foods, supplies	25.00		
Monica Weninger, travel & conference	22.44		
Paylessfoods, supplies	171.14		
Verizon Wireless, telephones	41.91		
	<b>1,908.49</b>		
<b>LIQUOR</b>			
Mobridge Tribune, publishing	13.23		
	<b>13.23</b>		