AGENDA

Mobridge City Council - Regular Meeting Wednesday September 11, 2024 5:30 P.M. Mobridge City Hall

1) Call to Order & Roll Call 2) Pledge of Allegiance 3) Adopt Agenda 4) Approve Minutes August 14, 2024 regular meeting [1] 5) Unfinished Business 6) New Business **Police Department** a. Jeff Jensen – discussion on radio issues b. Approve hiring Lillie Plumb as police officer at \$21.20 per hour effective September 3, 2024 Water/Wastewater Dept. a. Approve task order no. 2 to Moore Engineering in the amount of \$299,762 for the Water Plant Rehab project[2] b. Discuss and/or approve alternatives to the project design for the Wastewater Treatment Plant project Parks Department a. Approve estimate to remodel MYO bathrooms [4] **b.** Discussion on pool slide and repair quote [5] c. Approve agreement with GF&P regarding shooting range [6] **Finance** a. Approve 1st reading Ordinance No. 24-01, 2025 appropriation ordinance [7] b. Approve airport grant agreement for the master plan project [8] c. Approve agreement for generators [9] d. Public hearing and approval of temporary on-sale liquor licenses [10] e. Public hearing and approval of transfer of on-sale liquor license [11] **Discussion and Information Item** a. Financial Report [12] b. Building Permits [13] c. Code Enforcement Report [14] d. Events Report [15] e. Special Council Meeting September 25, 2025 at 5:30 PM 8) Public Forum and Visitors*** The Public Forum and Visitors section offers the opportunity for anyone not listed on the Agenda to speak to the

9) Payment of Bills

[16]

10) Adjournment

Councilpersons concerning important topics. The time will be limited to 5 minutes in length.

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

MOBRIDGE CITY COUNCIL REGULAR MEETING August 14, 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 August 14, 2024 at 5:30 PM. Mayor Gene Cox, and the following council were present: Mound, Cerney, Reichert, Jensen, Kemnitz and Carlson.

AGENDA:

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

MINUTES:

Moved by Reichert, second by Mound and carried, to approve the minutes from the July 10, 2024, regular meeting.

NEW BUSINESS:

Water/Wastewater Department

CONCRETE PROJECT – Moved by Carlson, second by Cerney and carried, to approve the quote from Faehnrich Construction LLC in the amount of \$34,700 to replace concrete at the Water/WW shop (old armory building). This project is included in the 2024 budget.

AMENDMENT TO CONTRACT – Jerold Klabunde with Moore Engineering was present to discuss an amendment to the water intake project design phase contract. The City was awarded a FEMA BRIC (Building Resilient Infrastructure Community) grant in the amount of approximately \$3.2 million for the water intake project. One of the requirements of FEMA is further biological assessments. Moved by Carlson, second by Reichert and carried, to approve Amendment No. 1 in the amount of \$34,800 for the additional assessment.

PAY APPLICATION NO. 1 – Moved by Carlson, second by Reichert and carried, to approve the application for payment no. 1 from Crow River Construction in the amount of \$151,200 for the Water Storage Tank and Transmission Line project. This payment is for a portion of the water tower demolition.

AWARD BIDS FOR WATER TREATMENT PLANT PROJECT – Klabunde informed the Council that three bids were received for the water treatment plant project and one bid for the electrical contract.

Contract 1	Base	Alternate 1	Alternate 2	Alternate 3
Sentry	\$2,661,000	\$28,900	\$632,069	\$90,000
CC Steel LLC	\$4,572,120	\$61,000	\$925,000	\$61,000
AB Contracting LLC	\$5,712,500	\$20,000	\$582,000	\$87,000

Contract 2

Muth Electric \$599,121 \$90,452

Moved by Reichert, second by Mound and carried, to approve the electrical contract to Muth Electric, Inc. in the amount of \$689,573.

Moved by Carlson, second by Reichert and carried, to approve the bid of \$2,661,000 with alternate 1 \$28,900 to Sentry.

UPDATE ON WW PROJECTS –Klabunde told the Council that they were working on some warranty issues with the screw pump project. The wastewater treatment plant rehabilitation project is still undergoing design. Moore is working through some questions with the public works department. They will have some decisions for the Council to make in the next couple of months.

Police Department

SURPLUS VEHICLE AND TRANSFER – Moved by Kemnitz, second by Carlson and carried, to surplus the 2014 Tahoe with 138,000 miles and to transfer the vehicle to Walworth County for transport.

Finance

AUDIT ACCEPTANCE – Beck presented a letter to the Council from SD Legislative Audit accepting the 2023 audit report.

CEMETERY DEEDS – Moved by Mound, second by Cerney and carried, to approve the following cemetery deeds transfers: the City of Mobridge to Stephen Aberle and Kaylynn Aberle transferring Grave No. 8 in Lot 45, Block Q; and the City of Mobridge to Monica Bone Club transferring Grave No. 2 in Lot 15, Block O located in Greenwood Cemetery.

RESOLUTION 24-07, IM 28 OPPOSITION – Moved by Carlson, second by Mound and carried, to approve Resolution 24-07, IM 28 Opposition.

RESOLUTION 24-07, OPPOSITION OF IM 28

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

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

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

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

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

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

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

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

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

LEASE AGREEMENT – Moved by Kemnitz, second by Cerney and carried, to approve the 3-year lease agreement with the Mobridge Chamber of Commerce to lease office space in Scherr Howe.

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 July 2024: Jim & Steph Koster, 601 8th Ave West, 40x40 Garage; Andrew Overland, 1202 12th Street East, new 28'x48' building living quarters/roomer house; Greg & Lorraine Mix, 919 1st Ave East, enclose porch/removing chimney & rebuild for boiler exhaust/ 2 new 20' garage doors; Leroy Carlson, 705 3rd Ave

East, Pouring concrete sidewalk from front to back of house and a patio; Dave Dekker, 513 2nd Street East, Finish Demo House.

CODE ENFORCEMENT UPDATE – A code enforcement update was given to the Council as of July 31st: 47 grass violations with 12 abated, 34 complied and 1 pending; 28 nuisance violations, 10 notices to comply and 61 warnings issued. 8 properties abated and 3 property owners issued a summons. Tree inspections have started.

BOARD RETREAT – The Council board retreat will be August 21, 2024 with a time to be determined.

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

PAYMENT OF BILLS:

Moved by Reichert, second by Carlson and carried, to approve the following bills for payment: Accounts Management Inc., garnishment, 714.88; Aflac, insurance, 922.32; Aqua-Pure Inc., chemicals, 5,401.76; Associated Supply Co., supplies, 1,333.20; AT&T Mobility, telephone/utilities, 834.52; Austin Stover, travel & conference, 300.00; Auto Value Mobridge, repair & maintenance/other services/small tools/equipment maintenance/truck maintenance/supplies, 1,401.60; Avera Occupational Medicine, prof. services, 304.00; Axon Enterprise, equipment, 6,919.56; Badger Meter, prof. services, 107.40; Bantz, Gosch & Cremer, attorney services, 85.50; Beadle's Sales, repair & maintenance, 81.16; Bismarck Tribune, other services, 175.99; Borah Automotive & Recycling, prof. services, 450.00; Bridge City Small Engine, repair & maintenance/small tools/supplies, 559.33; Bridgemark Insurance Solutions, liability insurance, 1,881.00; Cam Wal Electric, street lights/utilities, 581.67; Cardmember Services, prof. services/vehicle maintenance, 1,404.84; Carmen Gisi, refund, 78.07; Center Point Large Print, books, 50.34; Central Deisel, equipment maintenance, 2,597.55; CentralSquare Technologies, radio maintenance, 1,195.67; Century Business Products, copier lease, 461.81; Chamber of Commerce, other service, 21,620.88; CHS River Plains, spraying, 285.00; Coca-Cola Bottling Co., concession stand, 1,232.00; Colton Hunter, travel & conference, 300.00; Commercial Recreation Specialists, tennis/ball field, 2,843.00; Credit Collections Bureau, garnishment, 780.06; Dady Drug, supplies, 64.47; Dakota Glass & Alignment, repair & maintenance/sup. inhouse repair, 362.78; Dakota Pump & Control, prof. services/repair & maintenance, 888.85; Dash Medical Gloves, supplies, 229.26; Davis Martin, contract labor, 7.805.00; Debbie Smith, refund, 15.58; Delta Dental of SD, dental, 392.00; Dents 2 Darkness, prof. services, 180.00; Deputy Finance, postage, 55.57; Dish TV, utilities, 58.35; Edmunds County, computer software & hardware, 2,839.68; Emily Dale, refund, 167.35; Faehnrich Construction, tennis/ball fields, 8,700.00; First Interstate Bank, HSA contributions/payroll taxes, 65,682.27; Fisher Scientific, chemicals, 615.59; Fleet Services, gasoline/vehicle maintenance, 3,155.45; Gienger Sales & Services, supplies, 260.00; Grand Central, gasoline/vehicle maintenance, 523.80; Graymont, chemical, 10,804.59; Great Northern Equipment, prof. services, 600.00; Gregg's Drilling & Excavating, prof. services, 9,728.57; Hawkins, chemicals, 11,356.64; Heartland Waste, city wide cleanup/prof. services, 24,753.25; High Point Network, computer software & hardware, 3,222.33; Homestead Building Supplies, buildings/repair & maintenance, 80.75; Ingram Library Services, books, 303.45; Intoximeters, supplies, 2,016.00; Jensen Rock & Sand, cold mix, 14,105.20; JP Cooke Co. supplies, 138.43; Justin Sadler, travel & conference, 300.00; KCL, insurance, 257.87; Keller Construction, machinery & equipment, 803.60; Kiesler Police Supply, equipment, 1,162.71; Lake Area Technical College Foundation, travel & conference, 300.00; Language Line Services, prof. services, 180.00; MacQueen, uniforms/equipment, 453.63; Mastercard, computer software & hardware/repair & maintenance/other services/uniforms, 1,357.58; McLeod Printing & Office Supply, supplies, 187.86; MDU, utilities/street lights, 23,575.40; Merkel's Foods, supplies, 81.76; Metering & Technology, water meters, 2,402.96; Midco, utilities, 208.39; Milbank Winwater Works, supplies, 1,832.82; Mobridge Candy, concession stand, 2,676.97; Mobridge Climate Control, repair & maintenance, 287.64; Mobridge Hardware, building maintenance/yard work/vehicle maintenance/equipment maintenance/repair & maintenance/sup. for inhouse repair/spraying/small tools, 2,033.49; Mobridge Regional Hospital, prof. services, 362.00; Mobridge Tribune, publishing/supplies, 284.10; NAPA Central, truck maintenance/supplies, 442.86; Oahe Vet, prof. services, 310.00; ODP Business Solutions, supplies, 195.33; Paylessfoods, concession stand/supplies, 2,158.24; Payment Service Networks, credit card fees, 54.95; Plunkett's, prof. services, 148.59; Premier Equipment, repair & maintenance, 2,949.97; Riverside Home Furnishings, repair & maintenance, 166.69; Runnings Supplies, vehicle maintenance/oil, grease/equipment maintenance/small tools/supplies/sup. for

inhouse repairs/spraying/repair & maintenance, 1,782.93; SD Child Support Payment Center, garnishment, 839.07; SD Dept. of Health, water samples, 335.00; SD One Call, prof. services, 25.20; SD Retirement System, retirement, 26,012.47; SD State Treasurer, sales tax, 3,443.88; SD Unemployment Insurance, unemployment compensation, 187.40; SDRS Supplemental Retirement, retirement, 525.00; Slater Oil, lp gas/gasoline/diesel, 22,912.32; Splashtacular, repair & maintenance, 3,850.00; Steven Jacobs, supplies, 193.78; Sweeney Control Company, prof. services/repair & maintenance, 2,601.35; Tri-State Water, supplies, 31.55; Uniform Center, uniforms, 1,203.00; US Postal Service, postage, 832.16; USDA-Rural Development, loan payment, 5,298.00; Valley Telecommunications, utilities, 831.16; Venture Communications, utilities, 424.09; Verizon Wireless, telephones, 132.70; Voyager, diesel/gasoline, 5,097.19; Walworth County Landfill, prof. services, 138.76; Wellmark, insurance/prof. services, 8,207.22; West River Telecommunications, utilities, 4,205.77

Salaries: Administration – 11771.22; City Administrator – 3235.05; Police Dept – 99711.66; Fire Dept – 700.00; Fire Admin – 13873.40; Street Dept-20666.24; Code Enforcement – 4243.30; Pool – 36448.39; Parks – 9750.88; Zoning – 1553.67; Library -8527.90; 24/7 -3061.74; Water Department – 33213.20; Sewer Department -22180.18 and Airport – 813.75.

There being no further business to come before the council, the meeting adjourned at 6:02 PM on a motio by Carlson, second by Reichert and carried.		
Heather Beck, Finance Officer	Gene Cox, Mayor	

Published once at the total approximate cost of \$

MOBRIDGE CITY COUNCIL SPECIAL MEETING August 21, 2024

Pursuant to due call and notice thereof, a Special Meeting of the Common Council of the City of Mobridge, South Dakota was held at the Mobridge City Hall in said City on Wednesday August 21, 2024 at 4:00 PM PM. Mayor Gene Cox, City Administrator/Finance Officer Heather Beck, and the following councilpersons were present: Mound, Cerney, Reichert, Jensen, Kemnitz and Carlson.

The Council held their annual board retreat. No action was taken. The Mayor adjourned the meeting at 7:02 PM. Heather Beck, Finance Officer Gene Cox, Mayor

Published once at the total approximate cost of \$

1

This is Task Order No. 2, consisting of 4 pages plus attachments.
(Moore Project #22024)

Task Order

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: September 11, 2024

b. Owner: City of Mobridge

c. Engineer: Moore Engineering Inc.

d. Specific Project (title): Water System Improvement Project: Part B (Water Treatment

Plant Rehabilitation DWSRF Project #C462016-08)

Project Bid on July 24, 2024 and contracts awarded at

August 14, 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 - Re-Design and Bidding Phase Services

Develop cost saving options, and incorporate changes into Civil, Structural, Electrical and Mechanical Engineering drawings, plans and specs

- Modifications to piping, valving, ladders, grating, flow meters
- Re-issue plans and specifications and re-submit for approval from D.A.N.R. (January 2024)

Develop separate bid package for equipment procurement

- Write separate project manual including instructions to bidders, contract, advertise for bidders, bid package and seek approval from DANR
- Advertise for bids, evaluation of bids to select equipment. Recommendation to owner,
 DANR and enter into agreement with equipment supplier.
- Compile selected equipment from procurement bid package. Make civil, electrical and structural design changes to accommodate equipment that was selected (process piping, walkway, controls)

Re-Bid Construction Project

- Separate project into multiple contracts: 1. General Contractor, & 2. Electrical Contractor
- 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 750 hours dependent on the contractor's schedule (attached is a work breakdown structure that breaks down the assumption into individual tasks/times/costs).
 - o Mechanical Engineering Subconsultant Heyer Engineering
 - Electrical Engineering Subconsultant Prairie Engineering

Phase 420: Construction Staking Services:

 Estimated to be 4 trips dependent on request from contractor. The assumption is that they will request staking for: 1 Benchmarks & Stripping Limits, 1 Water Main Looping, 1 Building Site Work, 1 for Lift Station and Forcemain Piping

Phase 440: Construction Engineering (CE) Services

- Dependent on 2 Contractors' schedules
 - Sentry and associated Subs starting in 2024 and finishing 2025
 - Muth Electric and associated Subs starting in 2024 and finishing 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 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: Re-Design and Bidding Phase Services	<u>\$</u> 55,000.00
Phase 410: Resident Project Representative – Hourly, Estimated to be	\$142,822.00
Phase 420: Construction Staking Services – Hourly, Estimated to be	\$12,930.00
Phase 440: Construction Engineering Services – Hourly, Estimated to be	\$72,405.00
Phase 450: Post Construction Services – Hourly, Estimated to be	\$16,605.00

Estimated Total: \$ 299,762.00

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: Heyer Engineering, Inc. (Structural), Prairie Engineering (Electrical & Mechanical)
- 8. Other Modifications to Agreement and Exhibits: NONE
- 9. Attachments:
 - 1. Spreadsheet showing Engineer's Estimated Tasks and Hours
 - 2. Construction Schedule Submitted by Sentry

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 September 11, 20	024		
OWNER: City of Mobridge	ENGINEER: Moore Engineering Inc.		
Ву:	Ву:		
Print Name: Gene Cox	Print Name: Tyson Hajicek, PE		
Title: Mayor	Title: Chief Operating Officer		
	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 st Avenue East Mobridge, SD 57601	Address: 2911 N. 14 th 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		
Tack (Order Form		



925 10th Avenue E, Ste 1, West Fargo, ND 58078 T: 701.282.4692

mooreengineeringinc.com

Memorandum

Date:

July 3, 2024

Prepared By:

James Sepp, PE

Project:

Wastewater Treatment Plant Improvements

Owner:

Mobridge, SD

Subject:

Amendment #1 - Wastewater Treatment Plant and Biosolids Disposal Study

The original Wastewater Treatment Plant and Biosolids Disposal Study report dated July 2022 presented two future treatment alternatives to upgrade the wastewater treatment plant. Alternative A1 consisted of maintaining existing treatment processes with like replacements of aged components. Alternative A2 presented a complete reconfiguration of the biological treatment processes to provide biological nutrient reduction as well as two new identical final clarifiers. Since the report was first published, there have been several discussions between city and engineering staff about possibilities for formulating an additional alternative which would maximize the reuse of existing infrastructure and provide the maximum benefit for the capital to be invested in the improvement. The focus of this Memorandum is to discuss a third alternative and to re-evaluate the proposed design conditions for the proposed improvements to the wastewater treatment plant.

Design Flow and Loadings

The design flows and loadings for the proposed upgrade to the treatment plant were re-determined based upon recent developments. In January 2024, it was discovered that the facility's influent and effluent flow meters were incorrectly installed, at the incorrect location and height over the flume channel where the rate of flow is measured. The flow rate sensor was moved and recalibrated in January 2024, and the data recorded since that time has been re-evaluated to see if the flow and loading assumptions in the original report are still valid. The analysis of the data shows that the original flows and loading assumptions were slightly higher than what is believed to be actual. The following adjusted updated design flows and loading assumptions are recommended to be used:

Revised Table 5: Estimated Year 2050 Wastewater Loadings

Parameter	Value
Service Population	3,700 capita
Flow, Average Daily	325,000 gal/day
Flow, Design Average	400,000 gal/day
Flow, Peak Hourly	1,000 gal/min
Biochemical Oxygen Demand (BOD)	612 lbs/day
Suspended Solids, Total (TSS)	612 lbs/day
Nitrogen (Organic + Ammonia)	127 lbs/day
Phosphorus, Total	28 lbs/day

Ammonia-Nitrogen Treatment

Alternative A2 presented in the original report included the modification of the current single aeration basin into a two-stage, biological treatment process which would include one selector basin and one aeration basin to provide for ammonia and nitrogen reduction in the treated wastewater. The City of Mobridge's current wastewater discharge permit effective July 1, 2019 (expiration June 30, 2024) does not require ammonia or nitrogen reduction, and the wastewater treatment plant does not currently treat for these. According to the discharge permit statement of basis:

"Ammonia-nitrogen (as N) shall be monitored but shall not have a limit. Normally when discharges reach waters classified for the beneficial uses of fish life propagation, water quality based effluent limits are calculated for ammonia. However, due to the high flows present in Lake Oahe, the development of water quality based effluent limits would have resulted in ammonia limits that are much higher than any expected pollutant loadings from Mobridge's wastewater treatment facility. Therefore, no ammonia limits will be included with this permit renewal. The permit may be reopened to include ammonia limits if in the future it is determined necessary."

Alternative A2 was developed as a method to provide for ammonia and nitrogen reduction in preparation for a future ammonia-nitrogen limit. Since there is not currently an ammonia-nitrogen limitation, and there is no data indicating that a future ammonia-nitrogen limitation will be added, a third biological treatment alternative can be developed and implemented at this time which would maintain treatment without specific nutrient treatment.

Biological Treatment Process

The wastewater treatment plant uses both the trickling filter tower and the activated sludge aeration treatment to provide the biological treatment of the wastewater. As discussed in the original report, the trickling filter equipment is near or at the end of its expected service life and would require improvements if that treatment process is to be maintained. One focus of this updated evaluation is to develop a third biological treatment alternative, which would effectively maintain compliance with current permit discharge limits, would be highly cost-effective in reuse of existing infrastructure, and would minimize the amount of treatment process equipment replacement. In concept, the third alternative proposed and evaluated herein would include the following:

The trickling filter treatment and pumping would be discontinued and bypassed. This would

eliminate the requirement to replace the aging trickling filter components and pumps at this time if satisfactory treatment can be obtained utilizing the aeration basin as the main biological treatment process.

 A second "average flow" final clarifier would be constructed to provide the required final clarification redundancy. Cost savings could be achieved if this final clarifier is constructed smaller than the existing final clarifier, and this new clarifier would provide capacity for normal average daily flows. In addition, only clarifier would be in service at a time (similar to current operation).

A desktop (computer spreadsheet) analysis was prepared to estimate the revised loading to the aeration basin with the trickling filter removed from service. Currently, the existing primary clarifiers and trickling filter remove an average of 73% of the total influent BOD load, leaving 27% of the BOD load to be treated within the aeration basins. If the trickling filter is discontinued, primary clarifier treatment alone is estimated to remove 37% of the influent BOD, increasing the load to the aeration basins from 27% of the influent load to 63%, or about 382 lbs BOD/day. According to the 10 States Standard, the permissible organic loading to the aeration basin is 40 lbs BOD/day per 1,000 ft³ of aeration basin volume. At the future estimated loading rate of 382 lbs BOD/day and using the volume of the aeration basin of 12,400 ft³, the loading rate will become about 31 lbs/day of BOD per 1,000 ft³, which would be acceptable according to the standard (permissible maximum loading rate is 40 lbs/day per 1,000 ft³).

Since there will be a significantly higher BOD load to the aeration basin, the aeration system needs to be evaluated to determine if it has capacity to supply the additional oxygen demand. The average oxygen transfer requirement (AOTR) without the trickling filter is estimated to increase to 430 lbs/day, and the design AOTR would be 860 lbs/day assuming a diurnal peak factor of 2.0. The existing coarse bubble aeration diffusers are assumed to operate at approximately 8% oxygen transfer efficiency. The calculated average aeration requirement is estimated to range between 260 ft³/min at -20°F and 440 ft³/min at +100°F inlet air temperature, with design peak aeration requirements of 510 ft³/min at -20°F and 870 ft³/min at +100°F. The design peak aeration requirement (870 ft³/min) must be provided with the largest single aeration blower out of service.

Currently, there are two centrifugal style aeration blowers each with an original design capacity of 400 ft³/min each. Therefore, there is insufficient blower capacity for estimated peak aeration conditions considering one blower not in service. These specific centrifugal blowers are most efficient at aeration demand rates which are much higher than what would be needed, and they are relatively inefficient at the estimated average aeration requirements of between 260 and 440 ft³/min. For example, operation at a continuous rate of 400 ft³/min is estimated to require 16 kW of electrical power. If the two existing aeration blowers are replaced, each blower can be sized to operate within the range of the average to peak aeration requirement, such as between 260 and 870 ft³/min with variable speed drive. In this range, the recommended blower replacement is two rotary positive displacement lobe blowers, each with a maximum capacity of up to 870 ft³/min at 4.3 psig pressure. The blower performance curve indicates that operation at a continuous rate of 400 ft³/min is estimated to require 8 kW of electrical power, which is roughly 50% of the energy use of the existing centrifugal blowers providing the same air delivery rate. At an estimated electric rate of \$0.05/kw-hr, the estimated annual electric savings could be around \$3,500 per year with replacement of the existing two aeration blowers. Inspection of the existing inlet and discharge piping from and to each aeration blower indicates that the existing 6" diameter piping will be sufficiently size to convey up to the peak aeration rate.

In summary, it appears to be feasible to discontinue/bypass the operation of the existing trickling filter with refurbishment of the aeration basin and aeration blowers to provide additional air capacity. Due to the absence of any ammonia-nitrogen limitation on the current discharge permit, the plant is not required to treat or reduce ammonia in the biological treatment process, nor would ammonia treatment capacity be included in this alternative. If there were to be a nitrogen limitation added to the discharge permit in the future, ammonia-nitrogen reduction options may include the construction of a selector basin ahead of the aeration basin as was proposed in Alternative A2 or additional options such as alkalinity supplementation, which were not evaluated further herein. The proposed optional alternative A3 would include replacement of both aeration blowers, each sized to operate within the range of the estimated average to peak aeration requirement without the trickling filter, and addition of variable speed drive equipment to operate each blower.

Final Clarification

The wastewater treatment plant currently uses one large final clarifier which has been in continuous service for over 30 years. The city has drained down and inspected the components of the final clarifier and determined that is in poor condition and needs to be rehabilitated or replaced. One alternative set forth in the original study is the construction of two new equivalent diameter final clarifiers and normal operation of either one or two clarifiers simultaneously. A second alternative not specially considered in the original study is the construction of one new final clarifier and rehabilitation or replacement of the existing final clarifier. Under this alternative, only one clarifier is operated at a time, and the operating clarifier can be alternated on a regular basis (for example, seasonally) or as wastewater flow conditions require.

Since the average and peak flows to the wastewater treatment plant are normally less than 500 gpm, the revised alternative set forth would provide a smaller final clarifier that is optimized to handle the facility's normal average and non-wet weather flows. This will allow construction cost savings achieved by the construction of a smaller single final clarifier, rehabilitation of the existing final clarifier in lieu of replacement, and yet still meet the goal of having redundant final clarifiers. The smaller clarifier could be operated during the fall and winter months when facility flows are generally average with minor diurnal peaks, and the larger final clarifier can be used during the spring and summer when there is potential for higher wastewater flows due to storm and collection system inflow and infiltration events.

The proposed new final clarifier #2 would be 30-foot diameter and located north of the existing 52-foot diameter final clarifier #1. It would be designed to handle 50% of the facility's rated peak influent flow, which would be about 500 gpm at a surface overflow rate of 1,019 gpd/ft². At the average daily flow rate of 325,000 gpd, the surface overflow rate is 460 gpd//ft². The proposed final clarifier #2 will feature either a segmented-blade or spiral-blade style bottom scraper, floating scum collection and removal, walkway bridge with center drive mechanism and platform, fiberglass troughs and weirs, and an aluminum dome cover. The existing return activated sludge pumps located in the sludge holding tank facility will be reused, and the intake and discharge piping extended to the new final clarifier.

General Promisions

1	Made Right of the description of the restrict of the show IIA
Į.	All work shall be completed in a professional manner and in compliance with all building codes and other applicable laws.
2.	To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.
3.	Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract
4.	Contractor shall furnish Owner appropriate releases of weavers of lien boards performed at materials provided at the time the next periodic payment shall be due.
5.	All Change Orders and/or Additional Work Authorizations shall be in writing and signed by both Owner and Contractor.
6.	Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors.
7.	Contractor shall, at its own expense, obtain all permits necessary for the work to be performed.
8.	Contractor agrees to remove all debris and leave the premises in broom-clean condition.
9,	In the event Owner shall fail to pay any periodic or installment payment due hereunder. Contractor may cease work without breach pending payment or resolution of any dispute. Failure to make payment within days from the due date of payment shall be decided a material breach of
	this contract.
10	All disputes hereunder shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Associations and the propose hereby to lumish material and labor — complete in accordance with the almost arbitration.
Pollars	Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty or general to be made as follows:
T2	Contractor warrants all work for a period of viluttograff days following completioners evolus most instance to not shade via between a power of the estimate Ar agreements continued to a shade of the contract of the contrac
No	independent, legal counsel in the relevant jurisdiction. Absolutely no warranties are made regarding the suitability of this form for any particular purpose. Signature Signature Payment: will be reade as nuttined above





Waterslide Inspection Report Mobridge, SD – Mobridge Aquatic Center

August 21, 2024 6:30 p.m. Met with Kurt Schmaltz

- o 42" Open Body Slide to Plunge Pool 214.29' Total Length
- Manufactured/installed by Splashtacular in 2014
- The waterpark was closed at time of inspection
- Client initially reached out regarding a very significant separation in upper coping at seam
- Structure has been well-maintained and looks good from a distance, but is beginning to show signs of age
- o All treads and decks are yellow, with matching nosing
- Fiberglass exterior has been painted twice since 2014 the most recent was by Safe Slide Restoration approximately 3-4 years ago with two warranty returns (Spring 2023, and Spring 2024)
- o There are a significant number of paint drips and splatters throughout the slide
- Client stated the ride tends to be slow, and doesn't attract patrons as much as he had hoped
- The nearest competitors are approximately 2 hours away

Tower Notes:

- Minimal rust is visible on stair stringers and tower columns
- o Tower pedestals are nicely-equipped with weep holes
- o Tower entry gate is well-aligned and secure, with some paint chipping
- o ADA handrails are in good condition
- Stair treads and decking have very minimal dirt
- o Tread cracks were identified on Stringer 1, Tread 3 and Tread 7; and Stringer 2, Tread 4
- Deflections were identified on Landing 1, middle section; and Landings 2 and 3, middle sections
- All upper platform deck sections display deflection; and Platform Deck 1, second section, presented one T-bar that is cracked
- o The bottom side of Tread 1 contains flaking rust
- There is heavy paint fade on Upper Platform deck and all Landings
- o Canopy is intact, with no frayed edges or missing hardware

42" Open Bodyslide Observations:

Exterior:

- * There was a significant exterior repair on the upper loop
- * Exposed gasketing was identified 6 sections up from the End Cap, on the inside curve
- * Chipped paint is evident throughout the exterior of the slide, but new paint was applied directly over it
- * No leaks were identified

Interior:

- * Significant calcium buildup and heavy UV fade are evident throughout
- * Caulking is weathered or missing throughout
- * Start Tub is in good condition, with no structural issues
- * There is one severe "brake" (sticky spot) in the ride path near the third loop
- * There are 9 ride path blemishes that can be sanded, plus one non-ride path blemish that is very sharp (thin gelcoat?)
- * There are 2 separations at seams with sidearms one is *very* significant, and one is significant

Chips:

10 Significant Chips in Ride Path (Safety Issues)

(1) 2" Crack in Ride Path (Safety Issue)

1 Stress Crack in Ride Path (Safety Issue)

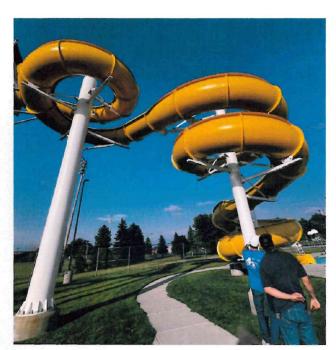
2 Significant Chips Non-Ride Path

5 Significant Chips in Upper Coping

Downhill Seams (Misalignment):

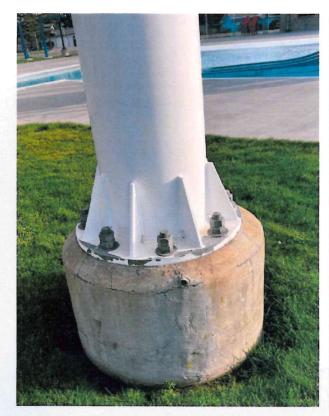
1 in seventh section from Start Tub

1 in second section above End Cap

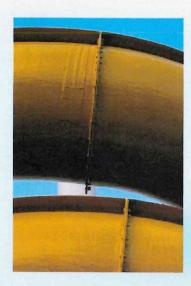




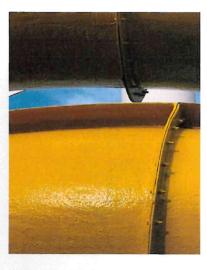






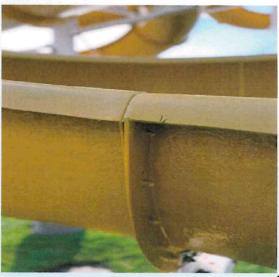








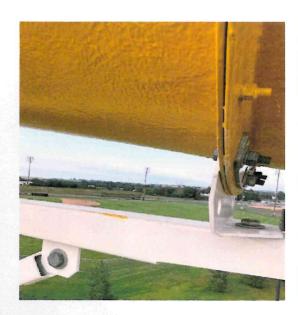














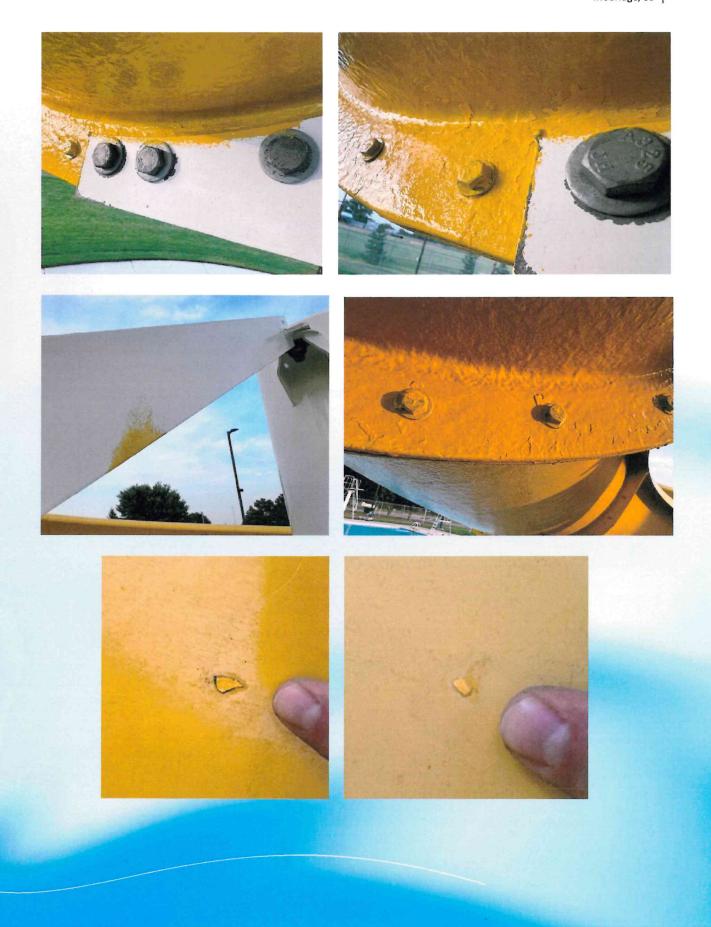


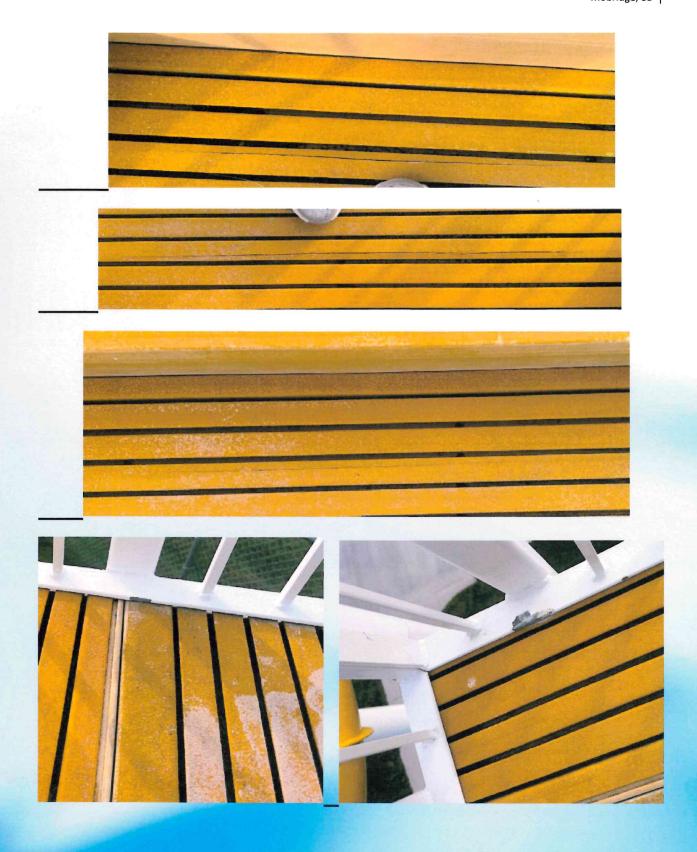






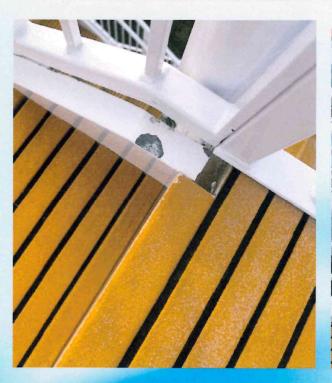


















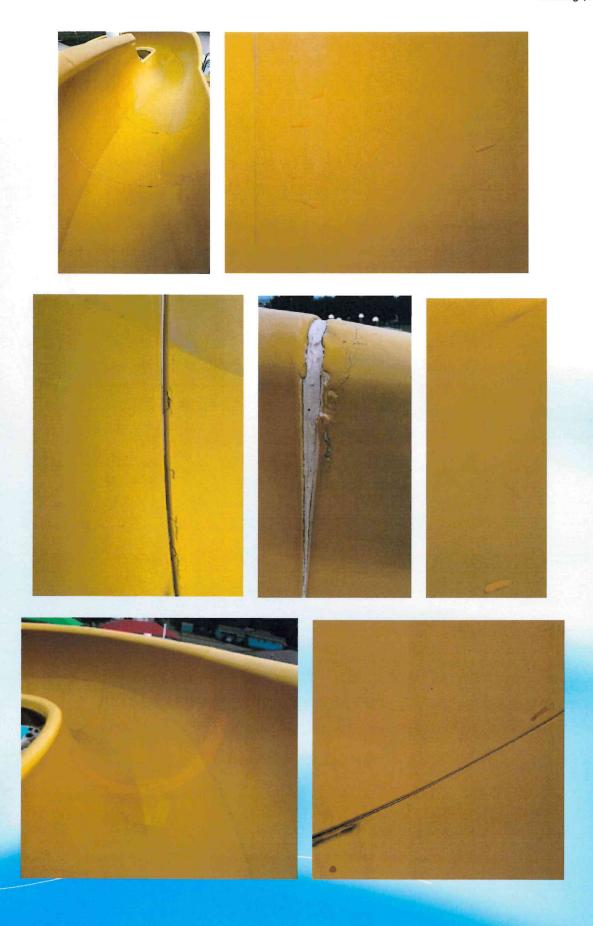


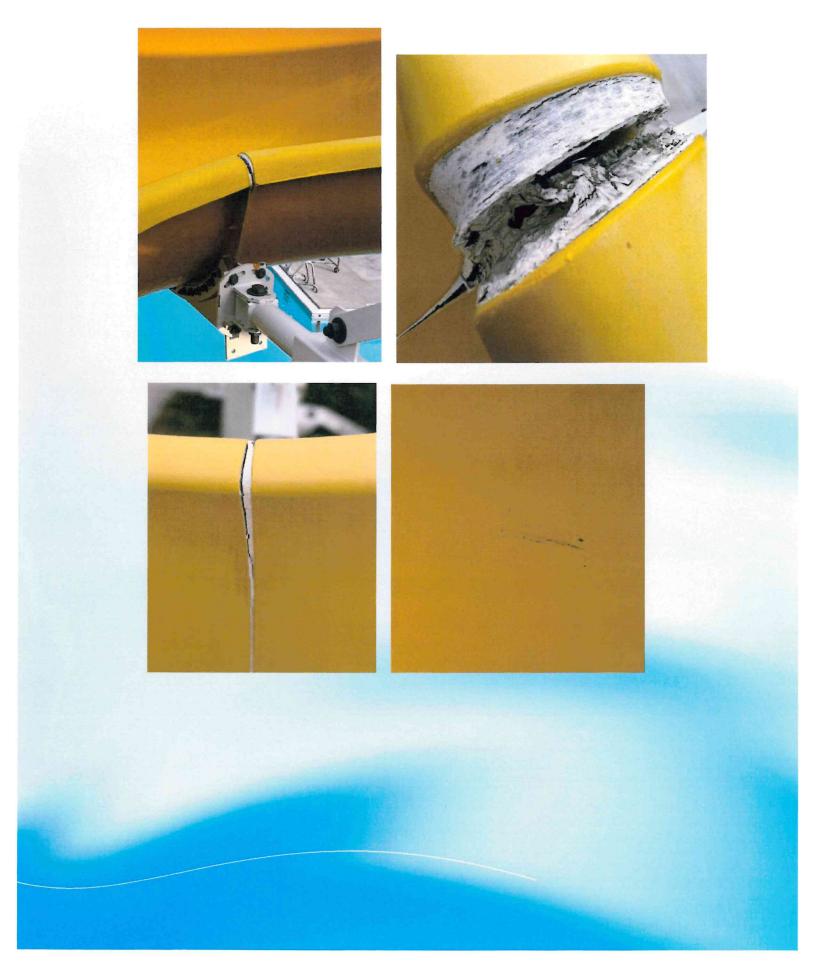


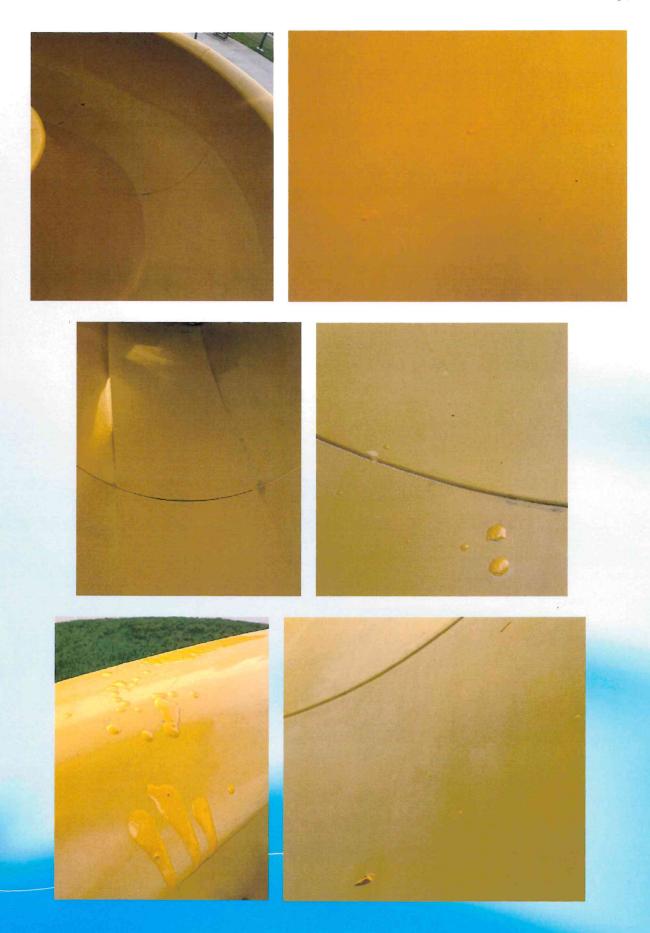




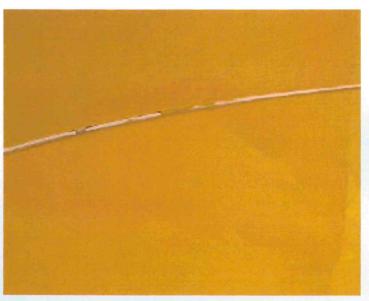


















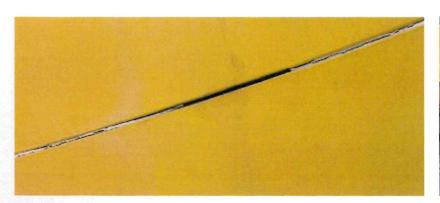




























*Splashtacular Recommendations:

*Steel Support Tower:

- Powerwash/clean steel support structure to remove dirt, chipped paint, paint drips, and rust bleeding
- Replace 3 cracked stair treads and 1 platform deck
- Secure all areas of deflection
- Replace two side arms with our new side arm design to prevent gapping at upper coping (or replace all side arms if you like)
- o Rust remediation, inhibitor, and touch-up white paint where needed
- Clean/prep/paint treads and decking with non-slip additive

*Waterslide Interiors:

- Realign 2 downhill seams noted above
- Remove existing caulking and replace with SikaFlex 291 at all seams
- Sand and prep slide interior including total of 19 chips, 10 blemishes, and one "brake" on slide interior to prepare for new gelcoat
- Apply new gelcoat to slide interior using Ashland Maxguard gelcoat with High Gloss Duratec clear coat at 22 – 24 mils

*Waterslide exteriors:

- Powerwash/clean slide exterior to remove dirt and chipped paint
- Sand/prep slide exterior as needed to include area where significant repair had been done in the past
- Remove exposed gasketing in final loop
- Repaint entire fiberglass exterior with Hi Solids Polyurethane

cityhall@westriv.com

From:

mobridgewater@westriv.com

Sent:

Tuesday, September 3, 2024 3:30 PM

To:

Heather Beck

Subject:

FW: [EXTERNAL] RE: Mobridge, SD - Slide Restoration

From: Jimmy Nigh < jnigh@splashtacular.com > Sent: Tuesday, September 3, 2024 3:23 PM

To: mobridgewater@westriv.com

Cc: Payten Cade <payten@splashtacular.com>; Stacey Richard <stacey@splashtacular.com>

Subject: RE: [EXTERNAL] RE: Mobridge, SD - Slide Restoration

Good afternoon Kurt, we can provide the scope of work called out in our recommendations below for total \$85,918.00 (sales tax exempt). This price includes replacing 2 of the existing side arms (with gapped upper copings) for our new side arm design as discussed. Please review and let me know if you have questions. We're happy to provide a formal proposal if you like.

Talk soon

*Splashtacular Recommendations:

*Steel Support Tower:

- Powerwash/clean steel support structure to remove dirt, chipped paint, paint drips, and rust bleeding
- Replace 3 cracked stair treads and 1 platform deck
- Secure all areas of deflection
- Replace two side arms with our new side arm design to prevent gapping at upper coping (or replace all side arms if you like)
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- Sand/prep slide exterior as needed to include area where significant repair had been done in the past
- Remove exposed gasketing in final loop
- Repaint entire fiberglass exterior with Hi Solids Polyurethane

We appreciate your business and look forward to working with you!



This JOINT POWERS AGREEMENT (AGREEMENT) is entered into by and between the State of South Dakota, acting through its Department of Game, Fish and Parks (STATE); and the City of Mobridge, South Dakota, a municipal corporation (CITY), acting by and through its duly elected Mayor and Acting Public Works Director.

JOINT POWERS AGREEMENT

RECITALS:

WHEREAS, pursuant to a Lease dated May 10, 2003, STATE leased to CITY the Mobridge waterfront area which includes a shooting range; and

WHEREAS, CITY's responsibilities under said lease included providing appropriate liability insurance coverage as well as all law enforcement protection for the shooting range; and

WHEREAS, CITY and STATE amended said lease on August 4, 2014 which had the effect of removing the shooting range from the lease, and STATE thereafter assumed the responsibility for insuring the shooting range; and

WHEREAS, CITY and STATE agree that CITY will continue to provide law enforcement for the shooting range; and

WHEREAS, CITY and STATE entered a previous Joint Powers Agreement for formalizing each party's responsibilities in conjunction with the operation of the shooting range, which expired on December 31, 2024; and

WHEREAS, CITY and STATE desire to continue to formalize each party's responsibilities in conjunction with the operation of the shooting range by entering into a new Agreement.

NOW, THEREFORE, the CITY and STATE in consideration of the covenants and agreements contained herein, and the joint and mutual benefits to be derived therefrom, hereby agree as follows:

 The term of this agreement shall be five (5) years commencing upon execution by both parties and expiring on December 31, 2029, unless renewed as provided herein.
 This agreement may be renewed upon mutual written agreement of the parties for a period not to exceed five (5) years. Both the Department and City shall review the

- terms of this Agreement prior to expiration and include any mutually agreed upon modifications in the renewed Agreement.
- 2. The STATE shall be responsible for providing general and routine maintenance of the shooting range area including the structures, access road, parking lot, garbage/litter, target standards, and backstop.
- 3. CITY shall at all times be responsible for providing routine law enforcement protection to the range including routine patrolling, ticketing/arresting of violators and prosecution of violations.
- 4. Shooting hours at the range will be from sunrise to sunset every day. The shooting range shall be open and available to the public and the access gate open during shooting hours. CITY will close the access gate to the shooting range during non-shooting hours if the City and State determine a need to do so.
- 5. Each party shall be responsible for all costs attributable to its respective responsibilities pursuant to this AGREEMENT.
- 6. Nothing in this AGREEMENT is intended to impose on either party any liability for any claim arising from conduct, action, or omission of an officer or employee of the other party. Each party agrees that it shall be responsible for providing liability insurance and worker's compensation insurance coverage for its respective officers and employees during the term of this AGREEMENT.
- 7. CITY agrees to indemnify and hold harmless the STATE, its officers, agents and employees, from and against any and all damage, loss, liability, injury, investigatory expenses or costs, or the claim thereof (including attorney's fees and costs), to persons or property which may arise as a result of performing the services contemplated by this AGREEMENT. This provision does not require CITY to be responsible for or to defend against claims or damages arising solely from acts or omissions of STATE, its officers, agents and employees.
- 8. This agreement shall be governed and construed according to SDCL Chapter 1-24 and other applicable South Dakota law.
- 9. Either party may terminate this AGREEMENT by providing the other party with written notice no less than thirty (30) days prior to the date of termination.

- 10. Upon the written request of either party, and for reasonable cause, this AGREEMENT may be amended at any time; provided, however, that this AGREEMENT may not be amended except in writing which shall be signed by an authorized representative of each of the parties hereto
- 11. The parties shall negotiate in good faith the terms of any other AGREEMENT that is determined to be necessary or desirable to carry out the terms of this AGREEMENT.
- 12. This AGREEMENT and the covenants herein contained shall inure to the benefit of and be obligatory upon the legal representatives, successors in interest, and assigns of the parties hereto.
- 13. The Parties declare that no specific entity as contemplated in SDCL 1-24-4(2) is being created to implement this AGREEMENT, and that the cooperative undertaking herein described shall be administered by the Director of the Division of Parks and Recreation for STATE and the Mayor for CITY or their authorized designees.
- 14. All notices or other communications hereunder shall be in writing and shall be deemed given when delivered, and if delivered by mail, shall be sent by first class, postage prepaid, to the parties at the following addresses:

<u>CITY:</u> City of Mobridge

Mobridge, SD 57601

ATTN: Mayor

STATE: S.D. Department of Game, Fish and Parks

523 E. Capitol Pierre, SD 57501

ATTN: Director, Division of Parks and

Recreation

The parties, by notice given hereunder, may designate any further or different methods of notification and addresses to which notices and communications shall be provided.

15. In the event that any court of competent jurisdiction in the state of South Dakota shall hold any provision of this AGREEMENT unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

- 16. This AGREEMENT is intended to only to govern the rights and interest of the parties named herein. It is not intended to, does not and may not be relied upon to create any rights, substantial or procedural, enforceable at law by any third party in any matters, civil or criminal.
- 17. The parties acknowledge that a true copy of this AGREEMENT will be filed with the Office of Attorney General and the Legislative Research Council within fourteen (14) days of the execution hereof, as required by law.
- 18. By the signature of their representative below, STATE and CITY certify that approval of this AGREEMENT by ordinance, resolution or other appropriate means has been obtained by that governmental body's governing body or officer pursuant to SDCL 1-24-3 and 1-24-6 and that the representatives are authorized to sign on the party's behalf. A copy of any authorizing resolution or ordinance is attached to this AGREEMENT and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed the same effective on the date of their respective signatures.

South Dakota Department of Game, Fish and Parks		
By: Kevin Robling, Secretary	_ Date	
By		
City of Mobridge, South Dakota		
By, Its I		
By, Its Finance	Date e Officer	

ORDINANCE NO. 24-01

AN ORDINANCE ENTITLED:

2025 APPROPRIATION ORDINANCE OF THE REVISED ORDINANCES OF THE CITY OF MOBRIDGE, SOUTH DAKOTA 1998 ORDINANCE IN REVISION NO. 746

Be it ordained by the City of Mobridge, South Dakota that the following sums are appropriated to meet the obligations of the municipality for 2025.

		General Fund	Liquor, Lodging Dining Sales Tax	Storm Sewer Fund	PSAP Fund	24/7 Sobriety Fund	Pool Debt Service	Total
Governme	ental Funds							
410 Gener	al Government							
411.1	Board, Council or Commission	46,900						46,900
411.5	Contingency	0						0
412.1	Mayor	11,588						11,588
412.2	City Administrator	36,138						36,138
413	Elections	2,950						2,950
414.2	Auditor/ClerkFinance Officer	156,313						156,313 10,000
419.11	Advertising	10,000						56,500
419.2 419.8	General Government Buildings	56,500 8,200						8,200
	Old City Hall eral Government	328,589	0	0		0	_	328,589
Total Gene	eral Government	320,369	U	U		Ü		320,363
420 Public	Safety							
421	Police	1,495,187			156,951	26,332		1,678,470
422	Fire	93,083			.00,00.			93,083
429	Other Protection	300						300
Total Publi	er er og det er og de er og d	1,588,570	0	0	156,951	26,332		1,771,853
	•							
430 Public	Works							
431	Highways and Streets	1,016,235						1,016,235
431.1	Entrance Signs	250						250
431.01	Street Resurface Project	0						0
432.3	Solid Waste Collection	301,000						301,000
Total Publi	ic Works	1,317,485	0	0	0	0		1,317,485
		a.						
	and Welfare							50.074
441.1	Regulation & Inspection	59,671						59,671
441.3	West Nile	7,400						7,400
447.01	Sr. Citizens Transportation	6,500	0		0	0		6,500 73,571
i otal Heal	th and Welfare	73,571	U	0	U	U		73,571
450 Cultur	e and Recreation							
450 Cultur	Pool	219,808						219,808
451.1	Culture & Recreation	48,805						48,805
452	Parks	496,460		0				496,460
455	Libraries	148,962						148,962
456	Auditorium	78,800						78,800
458	Museum	7,500	0					7,500
	ire and Recreation	1,000,335	0	0	0	0		1,000,335
460 Conse	ervation and Development							
463.1	Urban Development & Housing	80,719	160,000					240,719
465	Economic Development & Assistance	5,000						5,000
465.2	Planning and Zoning	23,455				- 1000		23,455
Total Cons	servation and Development	109,174	160,000	0	0	0		269,174
470 Debt S							007.555	00= 000
471.52	Pool Debt Service						207,363	207,363
471.53	Storm Sewer	405 405						125 100
471.54	National Guard Armory	135,100						135,100
471.56	RR Crossing Debt Service	135 100	0	0	0	0	207,363	342,463
		135,100	U	U	U	U	201,303	342,403

7.

100 14	II and a second							
490 Misce 499		F00	0					500
Total Misc	Liquor	500 500	0	0	0	0	0	500
TOTAL MISC	cenarieous	300	U	U	U	0	O	300
510 Other	Financial Uses							
511	Operating Transfers Out	150,000			270,000			420,000
610 Fund	Equity Uses							0
Total 2027	4 Appropriations	4,703,324	160,000	0	426,951	26,332	207,363	5,523,970
10tal 2024	+ Appropriations	4,703,324	100,000	O	420,931	20,332	207,303	3,323,970
								0
Capital O	utlay Accumulations							0
Capital Ot	diay Accumulations							0
	_							0
Total Appr	ropriations & Accumulations	4,703,324	160,000	0	426,951	26,332	207,363	5,523,970
The follow	ring designates the fund or funds that mone	ey derived from	the following	ng sources	is applied to),		
Governme	ental Funds							
	gned Fund Balance	770,385			158,451	23,032		951,868
	•				,	,		2
310	310 Taxes	2,687,195	160,000					2,847,195
320	Licenses & Permits	22,300						22,300
330	Intergovernmental Revenue	327,444			265,000			592,444
340	Charges for Goods and Services	124,000				3,300		127,300
350	Fines and Forfeits	2,000						2,000
360	Miscellaneous Revenue	185,000			3,500		157,363	345,863
381	Water & Sewer Fees							0
385	Airport							0
388	Solid Waste	315,000					50.000	315,000
390 Tatal M	Other Sources	270,000	160,000		100.051	20, 222	50,000	320,000
TOTAL IVI	eans for Finance	4,703,324	160,000	0	426,951	26,332	207,363	5,523,970
					Water &			
					Sewer			
		Water	Sewer	Cemetery	Main Exp	Airport		
		Fund	Fund	Fund	Fund	Fund		
	ry & Fiduciary Funds	1 622 F22	207 442	25.250	E0 160	4 770		
	ng Retained Earnings, Unrestricted	1,633,522	307,142 0	35,359 0	59,160 0	4,770 0		
	ng Retained Earnings, Restricted ed Revenue	158,869 1,216,100	528,000	21,000	9,800	532,204		
	AVAILABLE	3,008,491	835,142	56,359	68,960	536,974		
	ppropriations	1,393,266	722,034	44,650	10,000	533,895		
	apital Outlay	0	0	0	0,000	0		
	ATED SURPLUS	1,615,225	113,108	11,709	58,960	3,079		
	Depreciation Reserve				,	-1		
	Estimated Surplus Retained							
	ATED SURPLUS TO BE TRANSFERRED							
	OVERNMENTAL FUNDS	0	0	0	0	0		
			AP	PROVED:				
					Mayor			

APPROVED:	
	Mayor
Passed First Reading: September 11, 2024	
Passed Second Reading: September 25, 2024	
Adopted: September 25, 2024	
Published: October 2, 2024	
Effective: January 1, 2025	

ATTEST:		
	Finance Officer	-

DOT-1019A-T (09/2023)

Assistance Listings Number: 20.106 Federal Award Date: August 8, 2024

Agreement Number	

STATE OF SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION DIVISION OF FINANCE & MANAGEMENT OFFICE OF AIR, RAIL, AND TRANSIT AGREEMENT FOR PROJECT NO. 3-46-0038-22-2024

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Mobridge, South Dakota, referred to in this Agreement as the "SPONSOR."

1. BACKGROUND:

- A. On November 15, 2021, the President of the United States signed the Infrastructure Investment and Jobs Act (IIJA) aka Bipartisan Infrastructure Law (BIL) of 2021 into law. The BIL authorizes One Trillion Two Hundred Billion Dollars (\$1,200,000,000,000.00) for transportation and infrastructure spending with Five Hundred Fifty Billion (\$550,000,000,000.00) towards new investments and programs.
- B. The BIL continues the Airport Improvement Grants (AIP) to public agencies for the planning and development of public-use airports that are included in the National Plan of Integrated Airport Systems (NPIAS).
- C. The STATE and the SPONSOR have entered into an agency agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Section Twenty (20) and Twenty One (21), of Township One Hundred Twenty Four North (124N), Range Seventy Nine West (79W) of the Fifth (5th) Prime Meridian, Walworth County, South Dakota, referred to in this Agreement as the "Airport."
- D. The SPONSOR requested financial assistance from the STATE for the development of the Airport.
- E. The SPONSOR acquired satisfactory title to the property on which the Airport will be located and indicated the SPONSOR'S desire to use the same for an Airport.
- F. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":

Update Airport Master Plan includes narrative report, ALP update, Exhibit A property map, and AGIS

G. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. 3-46-0038-22-2024 are included in and incorporated into this Agreement by reference.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

2. TERM

The effective date of this Agreement is **August 8**, **2024**. This Agreement will end four (4) years from the date of signature by the STATE.

3. PAYMENT

- A. Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will share in the cost of the Project in the amount of Five percent (5%) of the total eligible Project costs. In no event will the STATE'S TOTAL SHARE exceed the amount of Eighteen Thousand Eleven Dollars and No Cents (§18,011.00). The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0038-22-2024. The STATE will pay the STATE'S share of the eligible Project costs from the STATE AERONAUTICS FUND. The STATE will make progress payments to the SPONSOR up to 90% of the STATE'S total share of eligible Project costs listed in this section. Once the STATE'S share of eligible Project costs have reached 90% of the approved STATE share listed in this section, the STATE will withhold the remaining 10% of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the STATE'S share of eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report.
- B. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.
- C. Eligible costs for this Agreement will be as indicated in the AIP Grant as determined by the FAA.

4. TERMINATION

- A. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
- B. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
 - i. The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.
 - ii. The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
 - iii. The SPONSOR is default under any provision of this Agreement.

5. SPONSOR ASSURANCES

- A. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
- B. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.
- C. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential

facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.

- D. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.
- E. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

6. SPECIAL CONDITIONS

- A. The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.
- B. The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.

7. SUBCONTRACTORS

The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.

8. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.

9. INDEMNIFICATION

The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.

10. EXAMINATION OF RECORDS

Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the

SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.

11. SINGLE AGENCY AUDIT

If the SPONSOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U. S. Office of Management and Budget (OMB) regulations, found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.

12. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

13. AMERICANS WITH DISABILITIES

The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.

14. DISBARMENT

The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

15. COMPLIANCE

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:

- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
- B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and,
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

16. CERTIFICATION REGARDING LOBBYING

- A. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

17. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The SPONSOR (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the SPONSOR hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

18. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation Attn: Program Manager 700 East Broadway Avenue Pierre, South Dakota 57501

City of Mobridge, South Dakota Attn: Honorable Gene Cox 114 1st Avenue E Mobridge, SD 57601

19. SIGNATURE AUTHORITY

The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit A**.

This Agreement has been executed by the STATE and the SPONSOR acting by and through their duly authorized representatives.

City of Mobridge, South Dakota	Department of Transportation
Ву:	Ву:
Printed Name:	Printed Name:
Its: Mayor	Its:
Date:	Date:
Attest:	
Ву:	
Printed Name: City Auditor/Clerk	
(City Seal)	

State of South Dakota

9

EII. 1920 ELECTRICAL ENGINEERING & EQUIPMENT COMPANY

CUSTOMER PREVENTATIVE MAINTENANCE AGREEMENT

Travis Schoby: cell 605-251-9415: e-mail travis.schoby@3e-co.com

This agreement between Electrical Engineering & Equipment Company & City of Mobridge in consideration of the agreements herein contained:

- 1. The customer agrees to remit the amount of \$9700.00 for a period of every year + tax, which amount, plus any late payment penalty, shall be due and payable in accordance with the terms stated in the invoice sent by 3E after the service is provided.
- Electrical Engineering & Equipment Company agrees to perform maintenance <u>twice per year</u> on the standby Generator System at the address listed below. This covers travel time, mileage, site labor, oil, & oil filter (Fuel filters if diesel). We will then go through our inspection report and give customer a copy when done.
- 3. Electrical Engineering & Equipment Company's only liability shall be to repair or replace parts, supplied under this maintenance agreement.

Customer's Address:

Name- City of Mobridge

Address- 114 1st Ave E

City & State- Mobridge SD 57601

Contact- Kurt

Email- mobridgewater@westriv.com

Plant Information:

WWTF Generator, Serial #: I900349519, Model No.: 400DFEB 38516F - \$1,100.00 PM, \$500.00 Inspection, \$700.00 2hr Load Bank

Street Dept. Generator, Generac Guardian 22kw, Serial #3003992816 - \$475.00, \$225.00 Inspection, \$350.00 2hr Load Bank

Police Dept. Generator, Cummins Onan, Serial #: 67620-1-03-00 - \$625.00, \$300.00 Inspection, \$475.00 2hr Load Bank

Fire Hall Generator, Cummins Onan Model 35EK, Serial #: B95058500 - \$625.00, \$300.00 Inspection, \$475.00 2hr Load Bank

WTP Generator, Cummins Model DQDAA-4785111, Serial F1001318727 Spec. C - \$1,000.00, \$450.00 Inspection, \$700.00 2hr Load Bank

Scherr Howe Generator, Generac Model QT07068JVAX, Serial 6672227 - \$625.00, \$300.00 Inspection, \$475.00 2hr Load Bank

Signature:	
Owner/Manager:	
Date:	
3E Representative : Travis Schoby	
Date: 2024	

Cummin= = \$14,777





8/29/24

SCOPE OF WORK TO BE DONE

1. Replace batteries for City of Mobridge for below units:

Cummins 400DFEB 38516F Battery Cost: \$406.78 ea (Needs 2 batteries) Labor: \$175.00

Generac Guardian 22kw Battery Cost: \$187.81 Labor \$87.50 Cummins Onan: Battery Cost: \$208.60 Labor \$87.50

Cummins Onan: Battery Cost: \$208.60 Labor \$87.50 Onan 35EK Battery Cost: \$208.60 Labor \$87.50

Cummins DQDAA-4785111 Battery Cost: \$326.05 ea (Needs 2 batteries) Labor: \$175.00

Generac QT07068JVAX Battery Cost: \$224.81 Labor \$87.50

Drive time and mileage will be covered under PM or Inspection pricing if changed at time of PM or Inspection. If battery needs replaced outside of PM or Inspection, normal rates will be applied.



CITY OF MOBRIDGE JUL 3 1 2024

APPLICATION FOR TEMPORARY ON-SALE / BEER / WINE PERMIT Mobridge
Under SDCL 35-4 any municipality may issue a special malt beverage retailers' license, a special retail on-sale wine dealers' license and a special on-sale license to any civic, charitable, educational, or fraternal experiention and to real evine dealers'

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

Name of Applicant: <u>Lake Oahe Learning Academy (LOLA)</u> Organization, club, corporation, individual
Name of Person Completing Application: Emily Moser
Address of Applicant: 719 E Grand Crossing, Mobridge, SD 57601 Street address, city, state, zip
Telephone # of Applicant: 605 845 - 5439 GOS - 850 - 4805 Day Evening Cell
Name of Event Chairperson (in case of emergency): Emily Moser
Telephone Numbers: 605-850-4805 Day Evening Cell
Name of Event: Mobridge Pheasant Races
Purpose of Event: Fundraising for Community nonprofit center
Date(s) of Event: From: 10/19/24 To and Including: 10/20/24
Event Times: Start Time: 5 pm End Time: 2 am
Alcohol Served: Start Time: 5 pm End Time: 2 am
Type of Alcohol to be served: Beer Wine Liquor
Location of Event (describe location and attach diagram of enclosed area with egress(s) clearly marked where the alcohol is to be possessed or consumed):
Scherr Howe Event Center (upstairs only)
Approximate number of persons expected to attend: 200
Describe Security to be Provided and Name of Security: We will beare
designated as security specifically.
designated as security specifically.



CITY OF MOBRIDGE APPLICATION FOR TEMPORARY ON-SALE / BEER / WINE PERMIT 25 2024

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

Name of Applicant:	Nobrdge Pink Ladies Organization, club, corporation, individual
Name of Person Comp	pleting Application: Lesley Fischer
Address of Applicant:	309 Main St. Mobridge, SD 571601 Street address, city, state, zip
Telephone # of Applic	cant: UD5-848-2002 Day Evening Cell
Name of Event Chairp	person (in case of emergency): Lesley Fischer
Telephone Numbers:	105 - 848 - 2012 Day Evening Cell
Name of Event:	Regional Dant Tournament
Purpose of Event:	Raise Myney
Date(s) of Event:	From: To and Including: Dept. 28 24
Event Times:	Start Time: 10 PM End Time: 11pm
Alcohol Served:	Start Time: 10 Rm End Time: 11 Pm
Type of Alcohol to be	served: Wine Liquor
clearly marked where	scribe location and attach diagram of enclosed area with egress(s) the alcohol is to be possessed or consumed):
Approximate number	of persons expected to attend: 500
Describe Security to b	be Provided and Name of Security: Pink Lody Members



AUG Z 0 2024

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

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

must accompany this application. (2010)
Name of Applicant: Mobridge Area Chamber of Commerce. Organization, club, corporation, individual
Name of Person Completing Application: Stephanie Rowe
Address of Applicant: 212 Main St. Mobridge 5D 57601 Street address, city, state, zip
Telephone # of Applicant: 605-845-2500 office. 605-848-2223 Day Evening Cell
Name of Event Chairperson (in case of emergency): Jesse Honold
Telephone Numbers: LO5-848-2019 Day Evening Cell
Name of Event: 25th Annual Mobridge Ice Fishing Tournamen
Purpose of Event: Bring anglers to Mobridge
Date(s) of Event: From: Jan 8, 2025 To and Including: Jan 8, 2025
Event Times: Start Time: 8:00 am End Time: 11.00 pm
Alcohol Served: Start Time: 8:00 am End Time: 11:00 pm
Type of Alcohol to be served: Beer Wine Liquor
Location of Event (describe location and attach diagram of enclosed area with egress(s) clearly marked where the alcohol is to be possessed or consumed):
Scheer-Howe Arena
Approximate number of persons expected to attend: 1100
Describe Security to be Provided and Name of Security:
Mobridge Tourism Committee

CK# 4621

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

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

- ❖ A Spiking Permit (or brown Bag Permit) is applied for by <u>for-profit</u> organizations.
- ❖ A Temporary Malt Beverage License is applied for by <u>non-profit</u> organizations AND for-profit organizations that already have on-sale, wine or malt beverage licenses.

Below is the Special Permit Application Form that would be used. The following steps should be followed:

- ❖ Permit must be applied for at least <u>60</u> days before event.
- Application is submitted to Finance Officer.
- Finance Officer puts item on agenda.
- City Council sets hearing date and authorizes Finance Officer to publish notice of hearing.
- Finance Officer publishes notice.
- Public hearing is held at City Council meeting.



CITY OF MOBRIDGE City of Mobridge APPLICATION FOR TEMPORARY ON-SALE / BEER / WINE PERMITTINK you!

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

Name of Applicant: Mobridge Area Chamber of Commerce Organization, club, corporation, individual
Name of Person Completing Application: Stephanie Rowe
Address of Applicant: 212 Main St. Mobridge 5D 57601 Street address, city, state, zip
Telephone # of Applicant: 605-845-2500 Office 605-848-2223 Day Evening Cell
Name of Event Chairperson (in case of emergency): Jesse Kovold
Telephone Numbers: 605 - 848 - 2919 Day Evening Cell
Name of Event: 15th Annual Denny Palmer Memorial Classic
Purpose of Event: To bring Anglers to our town
Date(s) of Event: From: June 13,2025 To and Including: June 14, 2025
Event Times: Start Time: 7:00aW End Time: 11:00 pm
Alcohol Served: Start Time: 7:00 am End Time: 11:00 pm
Type of Alcohol to be served: Beer Wine Liquor
Location of Event (describe location and attach diagram of enclosed area with egress(s) clearly marked where the alcohol is to be possessed or consumed):
Scherr-Howe Arena
Approximate number of persons expected to attend: _200
Describe Security to be Provided and Name of Security:
Mobridge Tourisma Comanaittee

			11.	
Date Received: Uniform	n Alcoholic Bevera	ge License Application	icense No	
A. CORPORATION, LLC OR SOLE PRAND MAILING ADDRESS	ROPRIETOR NAME	B. DOING BUSINESS AS NAME ADDRESS	AND PHYSICAL	
Name Phot	ne Number	Name	Phone Number	
Shree Havi OM 3 LLC 219	1.316-1800	Wrangley Inn	605-845-3641	
Address City	State Zip	Address City,	State Zip	
102 EHWY 28 Morris	MN 5626	Address 820 W Grand Crossing	50 57601	
C. INDICATE CLASS OF LICENSE BEI		Is place of business located in a municipality?	[/ YES [] NO	
· · · · · · · · · · · · · · · · ·	il (on-off sale) Malt rage & SD Farm Wine	County	Walworth	
Restaurant [] Packa	age Delivery ing Preserve	Do you own or lease this property?	[JOWN []LEASE	
sale) Liquor [] Othe [] Package (off-sale) Liquor	r ~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Are real property taxes paid to date?	[YYES []NO	
[] Retail (on-off sale) Wine and Cider		Are you of good moral character having never been convicted of a felony?	[YES [] NO	
Is this license in active use?	[YES [] NO	D. LEGAL DESCRIPTION OF LIC	ENSED PREMISE:	
Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing,	[] YES [NO	Legal Description: Lots 1-5 NWTCos 3rd Addr		
or wholesaler licenses? (If yes, please list on additional sheet)	[] YES [V] NO	E. State Sales Tax Number		
		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 8-1-24 Print Nam Raij	Patel	Signature 24 dt		
H. APPROVAL OF LOCAL GOVERNION the application was held 9-11-24 majority vote recommends the approval of premises and applicant have been review. FOR LOCAL GOVERNMENT USE	, not less than SEVEN and granting of this licen	I (7) days after official publication. The gase and certifies that requirements as to	location and suitability	

(Seal) Mayor or Chairman	Date

Renewal—no public hearing held: []

Establishment is ineligible for video lottery: []

Amount of fee collected with application: \$ 150

Amount of fee retained: \$ 50

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/partners	•				
Shape Ha	ri OM 3L	-LC			
1		of corporation	/partnership/LP/LLC		
102 E Hu	1 28				
City	,	State		Z	ip Code
Morris		MN			56267
Are all managing officers of the having never been convicted		tnership/LP/LL	C of good moral character		[VYES []NO
Name, title of office, occupation	on, and address of e	ach of the offi	cers/owners of the corporat	ion, partn	ership, LP or LLC:
Name	Off	fice	Address		Occupation
Ray Patel	Preside	ent	102 Ethoy 28, More	ris MN	mner
			<u> </u>		
Name of any officers, director alcoholic beverage license:	rs, partners, or stock	cholders of ap	plicant having a financial int	erest or ca	apital stock in any other
Name	Type of License	License #	Financial Interest Held	Add	ress of Business Location

				<u>_</u> im	هداد میباشد. بوداه هم باید است
Where and with whom are all accounts receivable, etc.?	company records k	ept, such as c	harter, by-laws, minutes, acc	counts, no	tes payable, and notes and
Raj Patel,	103E Hw	y mo	vvis, MN S	آماده	
With signature the applicant	agrees to the follo	owing:			
relating to the transfer of stoc of the provisions of said regula by any stockholder thereof, or	k and prior approva ation or failure to co by anyone interesto	I of the transfo mply therewited in said com	er of such stock by the Secre th, whether by the undersign	etary of Re ned corpo for revoc	ration, partnership/LP/LLC or ation or suspension of any

Signature of Authorized Officer/Director/Partner

Date

8-1-24

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.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application

AFFIDAVIT

Rai Pate , being first duly sworn on oath deposes and says: That on the	STATE OF SOUTH DAKOTA)	
says: That on the day of August	COUNTY OF WALWAYTH () ss	
the license/business/stock of Shvee Havi OM 3 LC situated on (legal description) by 15-18-12 BK 43 Nutro 3-9 in the city/county of Mobvide South Dakota and that on the said date he made a transfer/sale of said license operated under an alcoholic beverage license to Shvee Havi OM 3 LC of Moboride South Dakota. (owner) (signature) (owner) Subscribed and sworn to before me this 1 day of Are 2024. (Notary Public) (Notary Public) (Notary Public)	Rai Patel , bein	
(legal description) bb 1-5+8-12, Bk 43, Nunto 3rd in the city/county of Mobridge South Dakota and that on the said date he made a transfer/sale of said license operated under an alcoholic beverage license to Shree Havi DM 3LLC of Mobridge South Dakota. Rydden (owner) (owner) (signature) (owner) Subscribed and sworn to before me this day of Aug 2024. (Notary Public) (Notary Public)		
South Dakota and that on the said date he made a transfer/sale of said license operated under an alcoholic beverage license to Shree Havi DM3LC of Mabridge South Dakota. South Dakota Cowner		
transfer/sale of said license operated under an alcoholic beverage license to Shree Havi DM3LC of Mabrids South Dakota. South Dakota	(legal description) (at 1-5→8-12, B)	142, Nutr. 3 ⁴ in the city/county
South Dakota. Ry (owner) Signature) (owner) (signature) Subscribed and sworn to before me this day of Arry	of Mobridge South Dako	ta and that on the said date he made a
Subscribed and sworn to before me this day of Are 2024 . (Notary Public) (Notary Public) My Commission Expires	transfer/sale of said license oper	ated under an alcoholic beverage
Subscribed and sworn to before me this day of Are	license to Shree Havi DM 3LL	C of Mobile South Dakota.
Subscribed and sworn to before me this day of Are 20_24 . (Notary Public) My Commission Expires.	<u></u>	
(Notary Public) commission Expires: My Commission Expires		
My Commission Expires August 28, 2026 SEAL PUBLIC PUBLIC		(Notary Public)
	SEAL PUBLIC PUBLIC	My Commission Expires August 28, 2026

City of Mobridge Bank Statement Reconciliation 8/31/2024

0.00	150.00 75.00 75.00 75.00 55.00	430.00 Amount 595,504.45 1,085,724.39 5,220,321.04 749,406.10	3.80 36,920.75 430.00 5,360.60 5,337.80	7,699,008.93 - (26,151.95) 0.00 7,672,856.98
Reconciling Items Unsure Total Reconciling items	Assistant Finance Officer Finance Officer City Administrator Police Department Pool Auditorium	Total Petty Cash Account Description First Interstate Bank Checking Dacotah Bank CDs First Interstate Bank CD's First Interstate Bank MM	SD FIT MM SD FIT CD Library Checking Account Petty Cash Northern Oahe CISD Team Police Positive K9 Unit DARE	Total Cash in Banks Plus Outstanding Deposits Less Outstanding Checks Reconciling Items Cash per Bank
13,741.68 4,950,876.66 2,024.00 35,100.00	15,778.98 2,735.73 28,665.80 406,712.06	31,379.81 56,839.19 39,762.01	34,152.74 2,000.00 1,616,645.93 29,489.20 327,913.64	(9,068.96) 24,954.23 2,571.42 60,152.86 7,672,856.98
Account Description CASH - Payroll CASH Investments Pool - Restricted Donations Armory K-9 PETTY CASH	CASH - 3B CASH - Special Park Gift Investments CASH Investments CASH CASH CASH CASH CASH CASH - E-911	CASH - 24/7 CASH - Storm Sewer Debt Service CASH - Pool Debt Service CASH - Storm Sewer Project Fund CASH - Airport Project Fund CASH - Pool Project Fund CASH - Pool Project Fund CASH - Mural Restoration	CASH - Bike Path Trail CASH - Library Expansion Project CASH - Riverfront Devel. Restricted CASH - Water Fund Investments Restricted Cash CASH - Sewer Fund Investments	CASH - Airport Fund CASH - Cemetery Fund Restricted Cash - Sprinklers Investments CASH - Water & Sewer Main Cash per Books
Account # 000-10100 101-10100 101-10520 101-10710 101-10750 101-10750	211-10100 221-10100 221-10520 224-10100 224-10520 260-10100	281-10100 302-10100 303-10100 502-10100 504-10100 512-10100	515-10100 518-10100 519-10100 602-10100 602-10700 604-10100	606-10100 607-10100 607-10720 607-10520 680-10100

August Building Permits

Name	Location	Project	Cost
Rick Bolduan	1017 3rd Ave West	New 10x12 Deck/Repair stairs/	
		Replace picture window	\$10,000.00
Kevin Schaefbuaer	1308 1st Ave West	6' white privacy fence	\$5,000.00
Britten Vogel	20 7th Ave East	Siding, roofing, 12' addition and	
		replacing windows	\$15,000.00
Marlow Schaffer	519 Airport Road	8'x10' Walk-in Freezer & 8'x10' Walk-in Cooler	\$15,000.00
Patrick Maney	1017 1st Ave West	40'x30' Garage	\$80,000.00
Matt Keck	514 Crescent St	two 10'x16'pre-built shed moved in &	
		replacing deck with 12'x20'	\$20,000.00
John Troyer	1222 Park Lane	Replacing Driveway, Sidewalk & Windows	\$5,000.00
Debrah Leatherman	6 4th Ave East	Temp Dog Fence 42'x16' area	\$200.00

Total **\$150,200.00**

8 Total Permits

15.

Recreation and City Events Manager

We had another great season at the Mobridge Aquatic Center. We did have some days when the weather did not quite cooperate, but we made up for it in the end by staying open an extra week more than normal. I have the best staff that works hard all summer and goes the extra mile to make us a success.

I have been busy back in the office getting ready for some of my fall events and back to helping the Mobridge Youth Organization organize their volunteers to help with events and helping lend an extra hand to make sure all events are covered.

Activities coming up in September.

MYO Jamboree Sept. 7th

Stained Glass Diamond Painting Sept. 17th

MS Football Jamboree, MYO to do concessions Sept. 21st

City of Mobridge 2nd Annual Color Run Sept. 21st

Coffee Break Sept. 24th

Free Family Movie Night Sept. 26th

Preserving Flowers Workshop Sept. 28th



COFFEE BREAK

Tuesday, September 24th

2-3:30pm

Hot Coffee, Iced Coffee and Treats

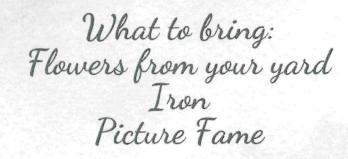
Coffee Table Conversations
About the past and present

AH Brown Library Community Room

Please use the front entrance

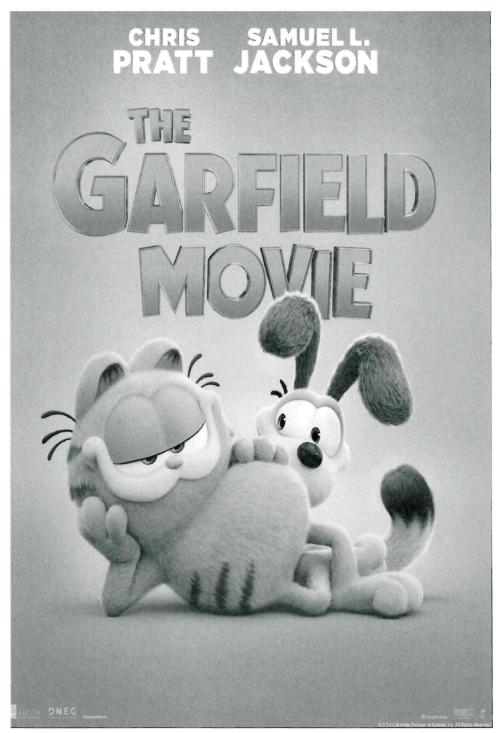
Saturday, September 28th
10am to Noon
AH Brown Community Room
Please come to the back entrance.

Join me in preserving your flowers from the season.



Ice coffee will be served.

Contact Monica for any questions @ 605-850-9718



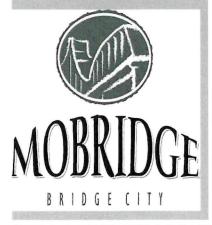


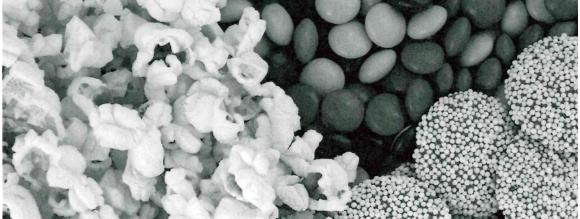
Free Family Movie Night Thursday, September 26th 5-7 pm Doors open at 4:45pm Use the back entrance

AH Brown Community Room

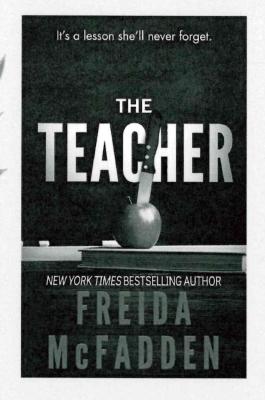
Free popcorr Free drinks

Bring your blanket and chair





READING BETWEEN THE WINES



For this book, we will be meeting on October 25th at 6pm.

The Teacher is available by Audio and Paperback on Amazon.com.

Questions? Email Monica at events@westriv.com or call 605-850-9718

Bring a bottle of wine to share and enjoy during our conversations.

We will meet in the AH Brown Community
Room. Please use the entrance in the rear of
the building.



Create your own carmeled apple to take home



Join us and take a great idea home for you and your family to enjoy together during the holidays

DATE November 5th, 2024

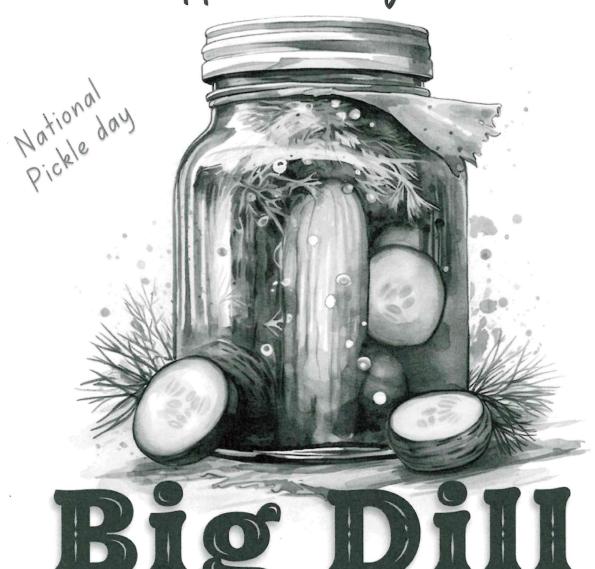
TIME 5:00pm

PLACE AH Brown Community Room

Use back entrance

Reach out to Monica at events@westriv.com or 605-850-9718 if you would like to attend

At's kind of a



Pickle Tasting Contest

THURSDAY

NOVEMBER 14 3:00-4:30 PM

AH BROWN LIBRARY 521 NORTH MAIN STREET, MOBRIDGE, SD

DO YOUR PICKLES HAVE WHAT IT TAKES? DROP OFF 2 JARS BY 2PM ON NOVEMBER 14TH **WINNER WILL BE ANNOUNCED AT 4:45PM**





STAINED GLASS

Diamond Painting

September 17th 5:30-7:00pm

AH Brown Community room use back entrance

If you like diamond painting, sign up for a relaxing time to spend with friends making art. 8 spots are available.

If you would like to reserve a spot please contact Monica at events@westriv.com or text 605-850-9718

ADMINISTRATION	9/11/2024	PARK DEPARTMENT	
Salaries	6,322.59	Salaries	3,811.00
Accounts Management Inc., garnishment	601.18	Auto Value Mobridge, repair & maintenance	19.32
Aflac, insurance	683.16	Dacotah Paper, supplies	70.21
Century Business Products, copier lease	44.98	Davis Martin, contract labor	5,320.00
Credit Collections Bureau, garnishment	520.04	Homestead Building Supplies, repair & maintenance	20.50
Delta Dental of SD, dental	392.00	JW Industries, tennis/ball fields	45,100.00
First Interstate Bank, HSA contributions	2,487.68	Mastercard, tennis/ball fields	343.88
First Interstate Bank, payroll taxes	15,558.84	MDU, utilities	754.29
Gas-N-Goodies, supplies	12.42	Mobridge Hardware, repair & maintenance	43.94 465.72
High Point Network, computer software & hardware KCL, insurance	115.00 429.57	Premier Equipment, repair & maintenance Runnings Supply, repair & maintenance/supplies	139.01
Louise & Karl Beck, refund	79.53	Voyager, gasoline	984.35
Lynn Mendenhall, refund	17.85	West River Telecommunications, utilities	280.44
Mastercard, computer software	86.25	- CSC REVOL Telecommunications, definees	57,352.66
Mobridge Tribune, publishing/supplies	139.10	LIBRARY	01,002.00
ODP Business Solutions, supplies	252.52	Salaries	2,852.15
Paylessfoods, supplies	26.84	Center Point Large Print, books	50.34
Payment Service Networks, credit card fees	54.95	Century Business Products, supplies	129.56
SD Child Support Payment Center, garnishment	559.38	Ingram Library Services, books	405.08
SD Retirement System, retirement	16,907.52	MDU, utilities	1,065.62
SD State Treasurer, sales tax	2,285.07	Merkel's Foods, supplies	120.24
SDRS Supplemental Retirement, retirement	350.00	Mobridge Hardware, supplies	81.09
Wellmark, insurance/prof. services	14,141.40	SD Library Association, travel & conference	215.00
West River Telecommunications, utilities	19.40	West River Telecommunications, utilities	172.64
	62,087.27		5,091.72
CITY ADMINISTRATOR		AUDITORIUM	1.045.64
Salaries	1,078.35	MDU, utilities	1,847.64
Century Business Products, copier lease	44.98	Mobridge Hardware, repair & maintenance/supplies	155.87
High Point Network, computer software & hardware	115.00	West River Telecommunications, utilities	343.99 2,347.50
Mastercard, computer software ODP Business Solutions, supplies	(12.73) 252.53	ZONING	2,347.30
West River Telecommunications, utilities	88.67	Salaries	517.89
west River refeccionnumentations, utilities	1,566.80	Salaties	317.09
GOVERNMENT BUILDINGS	1,500.00	•	517.89
MDU, utilities	387.08	NATIONAL GUARD ARMORY	
Midco, utilities	208.39	USDA-Rural Development, loan payment	2,925.00
Mobridge Hardware, repair & maintenance/supplies	39.74	Sample State Control of the State Control Control of Co	2,925.00
Paylessfoods, supplies	15.78	PSAP	
West River Telecommunications, utilities	60.09	AT&T Mobility, utilities	40.04
	711.08	Valley Telecommunications, utilities	815.16
OLD CITY HALL		Venture Communications, utilities	424.09
MDU, utilities	310.37	West River Telecommunications, utilities	260.45
DOLLOR DED A DELICANT	310.37	21/5	1,539.74
POLICE DEPARTMENT	31,504.24	24/7 Salaries	1.026.61
Salaries	683.41	Salaries	1,026.61 1,026.61
AT&T Mobility, telephone		3B	1,020.01
Cardmember Services, prof. services Century Business Products, copier lease	86.95 115.21	Chamber of Commerce, other	15,778.98
Dakota Glass & Alignment, vehicle maintenance	397.32	- Chamber of Commerce, other	15,778.98
Dwight Baumann, repair & maintenance	204.00	WATER DEPARTMENT	10,770,70
Fleet Services, gasoline/vehicle maintenance	2,729.61	Salaries	10,707.67
Grand Central, vehicle maintenance	493.87	AT&T Mobility, telephone	62.38
Mastercard, other services/uniforms/computer hardware/supplies	158.91	Badger Meter, prof. services	107.40
MDU, utilities	774.15	Butler Machinery, repair & maintenance	450.03
Merkel's Foods, supplies	39.31	CDW Government, computer software & hardware	6,564.06
Mobridge Hardware, supplies	29.98	Century Business Products, copier lease	44.97
Paylessfoods, supplies	124.48	Dakota Pump & Control, prof. services	775.52
Plunkett's, prof. services	71.81	Ethanol Products, chemical	6,907.00
SD Department of Public Safety, prof. services	5,400.00	Ferguson Waterworks, supplies	544.12
Shawn Madison, travel & conference	167.84	Hawkins, chemicals	50.00
Snowy Fire Cloud, gasoline	40.01	Homestead Building Supplies, repair & maintenance	11.57
West River Telecommunications, utilities	1,074.67	Keller Construction, improvements other than buildings	535.50
	44,095.77	Mastercard, computer software MDU, utilities	66.66 4,685.89
FIRE DEPARTMENT		Milbank Winwater Works, supplies	326.70
Salaries	700.00	Mobridge Hardware, supplies/building maintenance/yard work/buildings/equipment	732.03
MacQueen, uniforms/equipment	225.81	Moore Engineering, prof. services	23,871.34
MDU, utilities	310.38	NAPA Central, supplies	18.99
Voyager, diesel/gasoline	545.02	Premier Equipment, supplies/equipment maintenance	372.85
West River Telecommunications, utilities	33.74	Runnings Supplies, buildings/equipment maintenance/small tools/uniforms/supplies	919.66
	1,814.95	SD Dept. of Health, water samples	120.00

OTHER PROTECTION		SD One Call, prof. services	13.13
MDU, utilities	61.49	Slater Oil, lp gas/gasoline/diesel	3,193.40
	61.49	US Postal Service, postage	416.73
STREET DEPARTMENT		USDA-Rural Development, loan payment	2,373.00
Salaries	5,903.20	Verizon Wireless, telephones	33.46
AT&T Mobility, utilities	32.46	Paylessfoods, supplies	90.50
Auto Value Mobridge, repair & maintenance	133.40	West River Telecommunications, utilities	340.73
			64,335.29
Central Deisel, equipment maintenance	689.61		
Dakota Glass & Alignment, tires	2,022.99	SEWER DEPARTMENT	
Dakota Pump & Controls, prof. services	387.75	Salaries	6,612.85
Grand Central, repair & maintenance	25.00	AT&T Mobility, telephone	16.23
Jensen Rock & Sand, cold mix/dirt & gravel/resurface/snow remo	66,499.60	Auto Value Mobridge, supplies	3.18
MDU, utilities/street lights	4,245.28	Bridge City Small Engines, supplies	24.99
Moore Engineering, prof. services	5,314.20	CDW Government, computer software & hardware	3,282.01
Runnings Supply, supplies/repair & maintenance	191.84	Central Diesel Sales, truck maintenance	5,357.05
Slater Oil, lp gas/diesel/gasoline	5,282.14	Century Business Products, copier lease	44.97
West River Telecommunications, utilities	119.64	Fisher Scientific, chemicals	473.82
	90,847.11	Hawkins, chemicals	20.00
SOLID WASTE COLLECTION		Mastercard, computer software	33.32
Heartland Waste, prof services	24,499.20	MDU, utilities	3,037.10
	24,499.20	Mobridge Hardware, supplies/small tools/sup. for inhouse repairs	178.67
REGULATION & INSPECTION		ODP Business Solutions, office supplies	205.89
Salaries	667.80	Runnings Supplies, improve other than buildings/supplies	51.88
Century Business Products, copier lease	44.97	SD Dept. of Health, water samples	211.00
Heartland Waste, city wide cleanup/prof. services	120.00	SD One Call, prof. services	13.12
Verizon Wireless, telephones	42.68	Slater Oil, diesel/lp gas	3,414.60
	875.45	US Postal Service, postage	416.73
WEST NILE		West River Telecommunications, utilities	384.02
Van Deist, supplies	1,518.75		23,781.43
	1,518.75	AIRPORT	
POOL		Salaries	813.75
Salaries	5,147.02	Butler Machinery, repair & maintenance	15.88
Heather Overland, training	255.00	Dish TV, utilities	58.35
Keller Construction, repair & maintenance	459.00	MDU, utilities	410.70
Mastercard, computer software	20.30	Merkel's Foods, supplies	26.49
MDU, utilities	3,098.16	Mobridge Hardware, repair & maintenance	149.99
Mobridge Hardware, supplies/repair & maintenance	176.88	Slater Oil, gasoline/lp gas	1,596.48
Paylessfoods, supplies	27.16	West River Telecommunications, utilities	239.24
West River Telecommunications, utilities	248.07		3,310.88
	9,431.59	CEMETERY	
CULTURE RECREATION		Davis Martin, contract labor	1,260.00
Mobridge Hardware, supplies	39.96	Mastercard, supplies	3,573.19
Verizon Wireless, telephones	56.56	MDU, utilities	54.34
	96.52		4,887.53

420,811.58