

AGENDA
Mobridge City Council - Regular Meeting
Wednesday April 9, 2025 5:30 P.M.
Mobridge City Hall

- 1) **Call to Order & Roll Call**
- 2) **Pledge of Allegiance**
- 3) **Adopt Agenda**
- 4) **Approve Minutes**
March 12, 2025 regular meeting and March 17, 2025 equalization meeting [1]
- 5) **Unfinished Business**
Approve 2nd reading Ord. No. 25-01, licensing ordinance revision – Airbnb [2]
- 6) **New Business**
Election
 - a. Canvas election and approve canvas results
Water/Sewer Dept.
 - a. Awards [3]
 - b. Fire hydrant replacement quote not to exceed \$100,000 [4]
 - c. Approve proposal for geotechnical engineering services in the amount of \$7,600 for wastewater plant project [5]
 - d. Approve pay request no. 3 to Sentry in the amount of \$294,901.40 for water treatment plant project [6]
 - e. Approve change order no. 1 to Muth Electric in the amount of \$2,624.00 for water treatment plant project [7]
Finance Department
 - a. Approve 2024 audit agreement [8]
 - b. Approve renewal of malt beverage licenses [9]
 - c. Approve step increase for code enforcement officer Mike Nehls increasing his hrly wage from \$22.26 to \$23.16 eff. 3/10/25
 - d. Approve 2025 park staff [10]
 - e. Approve building mover's license [11]
 - f. Approve permit to move a building [12]
 - g. Discuss and/or approve Resolution 25-05, set number of short term rentals [13]
 - h. Set fees and approve application for short term rental [14]
 - i. Discuss and/or approve Resolution 25-06, request to waive sidewalk requirement [15]
 - j. Approve Resolution 25-07, resolution to apply for LWCF grant for splash pad [16]
- 7) **Discussion and Information Item**
 - a. Financial Report
 - b. Building Permits [16]
 - c. Events and Library Report [17]
- 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 Councilors concerning important topics. The time will be limited to 5 minutes in length.
- 9) **Payment of Bills** [18]
- 10) **Adjournment**

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

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

**MOBRIDGE CITY COUNCIL
REGULAR MEETING
March 12, 2025**

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, March 12, 2025, at 5:30 P.M. Mayor Gene Cox, and the following council were present: Mound, Cerney, Reichert, Jensen, Kemnitz and Carlson.

AGENDA:

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

MINUTES:

Moved by Cerney, second by Mound and carried, to approve the minutes from February 5, 2025 regular meeting. Carlson abstained.

NEW BUSINESS:

Parks Department

SCOREBOARD FOR LEGION FIELD – Stacy Bauer was present to discuss the installation and funding of a new scoreboard for Legion Field. She raised funds for the project and is only needing \$10-15,000 from the City. The scoreboard is \$55,022, installation \$17,625, electrical \$7,000 and \$8,000 in contingency. The Hagar Foundation pledged \$45,000 over the next three years, \$27,500 in sponsorships and \$15,147 in city contribution; along with various in-kind donations. Beck stated that although the City share is not in the 2025 budget, the City can use funds that are earmarked towards some curb and gutter for a park and re-budget for 2026. Moved by Jensen, second by Carlson and carried, to approve the installation and funding for the new scoreboard at Legion Field.

CYBER INSURANCE – Jesse Konold was present to review a cyber insurance quote with the council. Moved by Cerney, second by Mound and carried, to approve the quote from Cowbell for cyber insurance in the amount of \$5,199.00 for coverage limit of \$750,000.

3B UPDATE – Konold also gave the Council an update on 3B tax and how it was benefiting the City.

Police Department

NEW HIRE – Moved by Reichert, second by Kemnitz and carried, to approve hiring Amanda Perez as dispatcher with a salary of \$21.18 per hour effective upon start date.

NEW HIRE – Moved by Carlson, second by Mound and carried, to approve hiring Kyle Brown as police officer with a salary of \$24.36 per hour effective upon start date.

Zoning

PETITIONS FILED FOR APPEAL OF DENIED CONDITIONAL USE PERMITS – Dave Haefner submitted four appeals for Conditional Use Permits for boarding rooms or Airbnbs that were denied by the Zoning Committee. 115 5th Ave E – Moved by Cerney, second by Mound and failed due to lack of majority (2-4), to approve the CUP on the stipulation in the standard rental agreement that only one vehicle may be parking in the street and one car in the backyard with improvements made to the backyard to be brought into compliance of City Ordinances. Those voting in favor: Cerney and Mound; those opposed: Kemnitz, Jensen, Reichert, and Carlson.

217 3rd Ave E – Moved by Kemnitz, second by Reichert and carried, to approve the Conditional Use Permit located at 217 3rd Ave E for a Conditional Use Permit for a boarding room aka Airbnbs.

306 3rd Ave E – Moved by Jensen, second by Cerney and carried, to deny the request for a Conditional Use Permit located at 306 3rd Ave E.

318 3rd Ave E – Moved by Kemnitz, second by Carlson and carried, to approve a Conditional Use Permit for a boarding room aka Airbnbs.

Water/Sewer Department

QUOTE FOR PUMP – Moved by Mound, second by Reichert and carried, to approve the purchase of a pump for the lift stations in the amount of \$27,723.75 from Edelman & Associates, Inc.

STEP INCREASE – Moved by Mound, second by Carlson and carried, to approve a step increase for Wastewater Maintenance Aaron Vogel, increasing his hourly wage from \$22.55 to \$22.80 effective March 10, 2025.

PAY REQUEST – Moved by Reichert, second by Mound and carried, to approve pay request no. 1 to Muth Electric, Inc. in the amount of \$19,859.40 for the water treatment plant rehabilitation project.

CHANGE ORDER NO. 8 – Moved by Carlson, second by Mound and carried, to approve change order no. 8 in the amount of \$7,153.08 for the water intake project rehabilitation project to include a change in actuators and a deduct for sidewalks.

TASK ORDER NO. 3 – Moved by Reichert, second by Mound and carried, to approve task order no. 3 with Moore Engineering in the amount of \$505,000 for the wastewater treatment plant improvement project for design and bid phases.

Finance Department

LIQUOR LICENSE TRANSFERS – A public hearing was held to consider transfers of liquor licenses. Hearing no opinion for or against, moved by Cerney, second by Carlson and carried, to approve the transfer of a Retail (on-off sale) Malt Beverage & SD Farm Wine from Stoicks, Inc. to GF Buche Co located at Lots 4-15, Block 40, Grand Crossing Addition to the City of Mobridge. Hearing no opinion for or against, moved by Carlson, second by Kemnitz and carried, to approve the transfer of a Package (off-sale) Liquor license from Stoicks, Inc. to GF Buche Co located at Lots 4-15, Block 40, Grand Crossing Addition to the City of Mobridge. Hearing no opinion for or against, moved by Cerney, second by Mound and carried, to approve the transfer of a Retail (on-sale) Liquor license from Madrigal, LLC to Shree Hari OM3 LLC located at Lots 1-5, 8-12, Block 42, NWTC 3rd Addition to the City of Mobridge.

CHIP SEAL BID – Moved by Carlson, second by Kemnitz and carried, to approve the chip seal bid to Jensen Rock and Sand in the amount of \$2.45 per square yard for chip seal and \$3.15 per square yard for prime for 2025. Jensen abstained. There was one bid received.

REVISION OF OFFICE LEASE – Moved by Kemnitz, second by Reichert and carried, to approve a revision of the 3-year office lease with Walworth County to change the yearly amount from \$4,500 to exchange landfill fees for the demolition of Lot 10, Block 4, Original Townsite to the City of Mobridge aka 314 2nd Avenue West.

LIBRARY BOARD APPOINTMENT – Moved by Kemnitz, second by Carlson and carried, to approve the Mayor's appointment to the library board of Katie Zerr for a one-year term.

ELECTION BOARD – Moved by Cerney, second by Carlson and carried, to approve the following election board with a salary of \$300 for the day: Carol Godkin, Superintendent; Carol Zimoski; Monica Schmaltz and Alicia Naasz (alternate).

VACATION PAYOUT – Beck requested the Council allow the payout of unused vacation leave for city departments that are short staffed in which the employees are unable to take leave. Once the employee reaches a certain accrual of hours, they lose any additional accrual. Moved by Jensen, second by Carlson and carried, to approve the request of vacation payout for short-staffed departments as approved by the City Administrator and Dept Head.

AIRPORT DBE POLICY – Moved by Jensen, second by Mound and carried, to approve a policy statement regarding the Disadvantaged Business Enterprise (DBE) Program which makes the City responsible for ensuring no discrimination takes place regarding the awards of contracts for any project that the DOT funds.

POOL STAFF 2025 – Moved by Kemnitz, second by Cerney and carried, to approve the following pool staff and hourly wages for 2025: Phoebe Schmaltz \$13.75; Jolaine Bain \$13.50; Sophia Overland \$13.50; Grace Overland \$13.50; Kaitlynn Perman \$13.00; Naomie Wessel \$13.50; Paige Meyer \$13.25; Selena Arpan \$13.00; Kale Knudson \$12.75; Tatum Silbernagel \$12.75; Mack Saxon \$12.75; Claire Heil \$12.75; Becca Cox \$12.75; Sarah Lopez \$11.50; Cruz Dietterle \$12.25; Noelia Leon Leon \$11.50; Kyson Good Shield \$12.25; Tegan Konold \$12.25; Dawson Wientjes \$12.25; Avery Verhulst \$11.50; Sophie Madison \$11.50.

Mobridge City Council – March 12, 2025

1ST READING ORDINANCE 25-01, LICENSING – Moved by Reichert, second by Jensen and carried, to approve the 1st reading of ordinance 25-01, an ordinance establishing title 6 chapter 16 licenses of the revised ordinances of the City of Mobridge, South Dakota.

DISCUSSION AND INFORMATION:

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

BUILDING PERMITS – There were no building permits for the month of February 2025.

EVENTS & LIBRARY – An update was given to the Council.

SDML MEETING – District 7 meeting will be held at the Akaska Community Center on March 20, 2025 at 6:00 PM, a quorum of the council will be present.

EQUALIZATION MEETING – The equalization meeting will be held March 17th, time to be determined depending on the number of appeals.

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

PAYMENT OF BILLS:

Moved by Carlson, second by Cerney and carried, to approve the following bills for payment:

Aflac, insurance 683.16; Allied Plumbing & Heating, repair & maintenance 3,265.31; American Red Cross, training 200.00; Anytime Heating & Cooling, building maintenance 657.98; Aqua-Pure, chemicals 6,916.28; AT&T Mobility, telephone/utilities 1,013.08; Auto Value Mobridge, repair & maintenance/supplies/vehicle maintenance 440.96; Badger Meter, prof. services 1,325.23; Bantz, Gosch & Cremer, LLC, attorney services 796.83; Beadle Chevrolet, vehicle maintenance 2,796.65; Borah's Automotive & Recycling, vehicle maintenance/truck maintenance 50.00; Bridge City Small Engine, supplies 35.88; Cam Wal Electric, street lights/utilities 665.45; Cardmember Services, computer software & hardware/prof. services 314.63; CDW Government, computer software & hardware 585.95; Center Point Large Print, books 50.34; Central Diesel, truck maintenance 3,852.03; Century Business Products, copier lease 453.66; City of Mobridge, software maintenance agreement 5,068.66; CNA Surety, liability insurance 1,132.00; Collaborative Summer Library Program, supplies 207.28; Consolidated Electrical Distributor, equipment maintenance 1,398.10; Core & Main, repair & maintenance 4,507.04; Credit Collections Bureau, garnishment 780.06; Dacotah Paper, supplies 74.99; Dady Drug, supplies 107.85; Dakota Glass & Alignment, repair & maintenance/vehicle maintenance 578.49; Delta Dental of SD, dental 678.80; Demco, supplies 474.74; Deputy Finance, postage 101.56; Diamond M Design, supplies 138.98; Dish TV, utilities 66.10; Dustin Drew, machinery & equipment 326.70; Environmental Resource Associates, chemical 653.35; FedEx, prof. services 20.07; Ferguson, equipment maintenance 707.88; First Interstate Bank, HSA contributions/payroll tax 58,796.52; Fleet Services, gasoline/vehicle maintenance 1,517.25; Gene Cox, travel & conference 141.48; Grafix, vehicle replacement 501.00; Graham Tire, tires 30,063.62; Grand Central, gasoline/oil & grease/tires/vehicle maintenance 1,417.53; Graymont, chemicals 6,169.10; Hach Company, chemicals/supplies 650.13; Hampton Inn - Mitchell, travel & conference 359.00; Hanna Instruments, chemicals 564.00; Hawkins, chemicals/supplies 3,319.50; Heartland Waste, prof services 24,148.30; High Point Network, computer software & hardware 6157.20; Ingram, books 226.63; Jamie Dietterle, travel & conference 26.20; Jensen Rock & Sand, supplies 302.16; John Deere Finance, repair & maintenance 340.16; Johnson Controls, repair & maintenance 2,497.47; Kansas Highway Patrol, vehicle replacement 34,975.00; KCL, insurance 408.03; KLJ, prof. services 6,900.00; Kurt Schmaltz, gasoline/travel & conference 224.03; Language Line Services, prof. services 180.00; Larry Erhardt, supplies 37.50; Library Director, supplies 55.75; Mastercard, vehicle maintenance/repair & maintenance/prof. services/supplies/ computer software & hardware/other services 708.57; Matt Keller Construction, buildings 4,692.00; MDU, utilities/street lights 20,660.58; Merkel's Food, supplies 18.47; Metering & Technology, water meters 466.50; Midcontinent Communications, utilities 210.39; Minnesota Valley Testing Lab, water samples 166.25; Mobridge Chamber of Commerce, prof. services 10,554.25; Mobridge Hardware, machinery & equipment/equipment maintenance/improve other that buildings/small tools/supplies/ repair & maintenance 1,107.95; Mobridge Rodeo Inc., refund 769.78; Mobridge Tribune, supplies/publishing 1,182.07; Monica Weninger, travel & conference 104.00; Moore Engineering, water rehab project 675.00; Oahe Vet, prof. services 250.00; ODP Business Solutions, Mobridge City Council – March 12, 2025

supplies 36.86; Paradigm Alliance, refund 456.20; Paylessfoods, office supplies/supplies 248.30; Payment Service Network, credit card fees 54.95; Premier Equipment, equipment maintenance 99.16; Runnings Supply, supplies/repair & maintenance/small tools/vehicle maintenance 682.71; SCP Distributors LLC dba RecSupply, improve other than buildings 130.00; SD Child Support Payment Center, garnishment 769.86; SD Dept. of Health, water samples 342.00; SD Division of Motor Vehicle, prof. services 29.70; SD Municipal League, travel & conference 256.00; SD One Call, prof. services 2.10; SD Retirement System, retirement 18,422.10; SD State Historical Society, other services 55.00; SD State Treasurer, sales tax 1,792.64; SDRS Supplemental Retirement, retirement 600.00; Signifi Mobile inc., radio maintenance 260.00; Slater Oil & LP, gasoline/lp gas/diesel 9,602.25; Transource Truck & Equipment, equipment maintenance 3,066.33; Tri-State Waters, supplies 63.60; Trojan Technologies Corp, machinery & equipment 7,543.50; Uniform Center, uniform & equipment 1,279.99; US Postal Service, supplies/postage 1,122.42; USA BlueBook, machinery & equipment 2,333.06; USDA-Rural Development, loan payment 5,298.00; Valley Telecommunications, utilities 806.16; Venture Communications, utilities 424.09; Verizon, telephone 133.16; Voyager, diesel/gasoline 216.61; Wellmark, insurance 13,228.57; West River Telecommunications, utilities 4,918.32.

Salaries: Administration – 16,019.06; City Administrator – 3,563.13; Government Buildings – 375.17; Police – 10,0061.53; Fire – 1,400.00; Street – 24,967.22; Regulation & Inspection – 495.29; Library – 15,329.15; Auditorium – 375.15; Housing – 6,230.76; Zoning – 1,631.19; 24/7 – 3,095.38; Water Department – 36,519.20; Sewer Department – 17,121.20 and Airport – 2,002.67

There being no further business to come before the Council, the meeting adjourned at 7:08 PM on a motion by Cerney, second by Mound and carried.

Heather Beck, Finance Officer

Gene Cox, Mayor

Published once at the total approximate cost of \$

**MOBRIDGE BOARD OF EQUALIZATION
MEETING MINUTES
March 17, 2025**

The Mobridge City Council, acting as a Local Board of Equalization, met at 5:30 PM on Monday, March 17, 2025; held in City Hall in said City. The following council members were present: Mayor Cox, Mound, Cerney, Reichert, Kemnitz and Carlson. Jensen was absent. Also, absent was a representative from the School Board. Others in attendance were Alicia Naasz, Deputy Finance Officer.

Parcel #5249: **Lot 7, Block 31, Grand Crossing Addition to the City of Mobridge**
Owner was present: William G. Stickney
 302 5th Ave West, Mobridge, SD 57601
Current Valuation Total: \$86,650 Amount Requested by Owner: \$65,000
Moved by Kemnitz, second by Reichert and carried, to change the valuation to \$72,000 for the building and leave the land as \$3,000; total valuation of \$75,000.

Parcel #6005: **Lot 8 & S 18' of Lot 9, Block 6, NWTS 2nd Addition to the City of Mobridge**
Owner was present: Rachel Vojta
 718 9th Street West, Mobridge, SD 57601
Current Valuation Total: \$148,719 Amount Requested by Owner: \$92,000
Moved by Mound, second by Kemnitz and carried to change the valuation to \$91,000 for the building and \$6,000 for the land; total valuation of \$97,000.

Parcel #6442: **Lots 3 & 4 & that area located between Blocks 4 & 13, Formerly known as 9th Street Block 1, Skyline Addition to the City of Mobridge**
Owner was present: Kevin J. Vojta and Dorinda R. Vojta et al
 906 5th Ave East, Mobridge, SD 57601
Current Valuation Total: \$507,388 Amount Requested by Owner: \$371,000.00
Moved by Cerney, second by Carlson and carried, to change the valuation to \$384,284 for the building and \$49,381 for the land; total valuation \$433,665.

Parcel #6128: **S 20' Lot 3 & N 30' of Lot 4, Block 29, NWTS 3rd Addition to the City of Mobridge**
Owner was present: Jaden Madison CFD
 907 8th Ave W, Mobridge, SD 57601
Current Valuation Total: \$177,593 Amount Requested by Owner: \$120,000
Moved by Kemnitz, second by Mound and carried, to change the valuation to \$130,000 for the building and \$5,000 for the land; total valuation \$135,000.

Parcel #4769: **All of Block 2, including vacated portion of 11th Street and 12th Street, Brown's 1st Addition to the City of Mobridge**
Owner was present: Alicia Naasz
 1100 4th Avenue East, Mobridge, SD 57601
Current Valuation Total: \$95,598 Amount Requested by Owner: \$75,000
Moved by Kemnitz, second by Mound and carried, to change the valuation to \$75,000 for the land; total valuation \$75,000.

The Mayor adjourned the meeting at 6:46 PM.

Alicia Naasz, Deputy Finance Officer
Published once at the total approximate cost of \$

Gene Cox, Mayor

ORDINANCE 25-01
AN ORDINANCE ESTABLISHING TITLE 6 CHAPTER SIXTEEN (16), LICENSES, OF THE REVISED
ORDINANCES OF THE CITY OF MOBRIDGE, SOUTH DAKOTA

BE IT ORDAINED by the City Council of the City of Mobridge, South Dakota, that Title 6 in Chapter 15, Licenses, of the revised ordinances of the City of Mobridge, be established to read as follows.

6-16-0 SHORT TERM RENTALS

6-16-1 DEFINITIONS

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

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

Department – The South Dakota Department of Health.

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

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

Short Term Rental - Bed and Breakfast Facilities, Vacation Home Rentals, and Home Based Rentals that are available for rental to the same guest(s) for a period not exceeding thirty consecutive days. A short term rental does not include a Bed and Breakfast Facility, Vacation Home Rental, or Home Based Rental that is available for rent for fourteen or fewer days in a calendar year. Any short term rental which may be used occasionally as a Bed and Breakfast Facility and at other times be used as a Vacation Home Rental shall be reviewed as a Vacation Home Rental.

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

Vacation Home Rental (VHR) - A short term rental in which a private dwelling is rented, leased, or furnished in its entirety to the public on a daily or weekly basis for a charge, and where the dwelling is not also occupied by an owner or manager during the time of rental.

Home Based Rental (HBR) – A short term rental in which a private dwelling is rented, lease, or furnished in whole or in part to the public on a daily or weekly basis for a charge, and where the dwelling is also occupied by an owner or manager during the time of rental.

6-16-2 GENERAL PROVISIONS

- (a) Occupancy of recreational vehicles (RVs), camper trailers and tents shall not be allowed as a VHR.
- (b) The minimum age allowed for the principal renter of a VHR is 21 years of age.
- (c) The use of open fires, fire pits, fireworks, charcoal burning grills, gas fired grills, or other devices (as applicable) shall not be allowed without permission from the owner, property manager or local

contact. The owner, property manager or local contact must comply with all federal, state and/or local laws, ordinances, or rules regarding open burning, burn barrels, fire pits, fireworks, fireplace, or the burning of any flammable material.

6-16-3 LICENSE REQUIRED

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

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

6-16-4 LICENSE APPLICATION

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

The applicant must submit the following:

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

6-16-4 ISSUANCE OF LICENSE

Once an application is filed, the application will be referred to the appropriate city departments for an investigation into the applicant's eligibility for a license. If applicant meets the requirements in 6-16-4, the City Council shall consider the application at a public hearing. Notice shall be given at least fifteen (15) days in advance of public hearing. All adjacent property owners shall be notified by first class mail. Notice of such hearing shall be published in one (1) official publication of the City at least fifteen (15) day prior to the public hearing.

- (a) The City Council may issue a license unless:
- (1) The owner has made a false statement on the application or submits false records or documentation; or
 - (2) The property is not in compliance with the Department.
 - (3) The license is to be used for a business prohibited by state or local law, statute, rule, ordinance, or regulation; or

- (4) Any applicant or property owner has had a short term rental license revoked by the city or a lodging license revoked by the state; or
 - (5) Any property owner of the property is overdue in payment to the city of taxes, fees, fines, or penalties assessed against or imposed upon the applicant in relation to any short term rental property; or
 - (6) The applicant will not be operating the business for which the license would be issued.
- (b) The city will reject any application if the limit on the number of short term rentals has been reached.
- (c) The applicant shall pay all costs associated with the public hearing and providing notice of the public hearing.

6-16-6 NUMBER OF LICENSES

The number of licenses available shall be limited as set by resolution of the City Council.

Vacation home rentals and Bed and Breakfast Facilities already existing on Airbnb or a similar site at the time of the passage of this ordinance may apply for licensure within sixty days of passage of this ordinance and, if approved, shall be considered Pre-existing Facilities. Licenses issued to Pre-existing Facilities shall count towards the overall license limit, however, no Pre-existing Facility shall be denied a license on the basis that the license limit has been reached, including at time of license renewal for any Pre-existing Facility.

Home Based Rentals shall not be counted towards the license limit, and the license limit shall not apply to Home Based Rentals.

6-16-7 EXPIRATION OF LICENSE AND RENEWAL

- (a) Each license shall be for a calendar year. A license holder must renew the license on an annual basis in order to continue the short term rental operation. Renewal applications shall include the following:
 - (1) The annual application fee as contained within the Rates and Fee Schedule, which is set and amended by resolution.
 - (2) A copy of the current Lodging License issued by the Department.
 - (3) A copy of the property's insurance coverage reflecting the endorsement for the short term rental.
 - (4) Contact information for the property manager or local contact individual to comply with the requirements of this Section, and to be contacted in case of complaint or emergency.
- (b) It may be renewed within thirty (30) days of its expiration, but if a license holder fails to renew the permit within thirty (30) days of expiration, he or she must submit a new license application. The license holder must continue to meet the license requirements to be eligible for a renewal.
- (c) Failure to renew a license in accordance with this section may result in additional fees. Upon expiration of the license, the city may order closure of the short term rental.
- (d) If a Pre-existing Facility, as defined in 6-16-6 above, fails to renew its license, it shall lose its status as a Pre-existing Facility and any new license application for the facility will be subject to the license limit contained in 6-16-6.

- (e) If a license holder has not operated a short term rental for which it holds a license in the preceding twelve (12) months, the license will not be renewed.

6-16-8 SUSPENSION OR REVOCATION OF LICENSE

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

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

6-16-9 SUSPENSION AND REVOCATION PROCESS

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

6-16-10 APPEAL

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

6-16-11 LICENSES NOT TRANSFERABLE

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

owner.

6-16-12 PENALTIES

Any person who operates or causes to be operated a short-term rental without a valid license or in violation of this article is subject to a suit for injunction as well as prosecution for ordinance violations. Such violations are punishable by a maximum fine of five hundred dollars (\$500.00). Each day a short-term rental so operates is a separate offense or violation.

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

Dated this 12th day of March.

Gene Cox, Mayor

ATTEST:

Heather Beck, Finance Officer

First Reading:

Second Reading:



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 E CAPITOL AVE
PIERRE SD 57501-3182
danr.sd.gov

March 4, 2025

Heather Beck
114 East First Avenue
Mobridge, SD 57601

RE: City of Mobridge

Dear MsBeck:

Congratulations to you from DANR! The City of Mobridge public water system has met the requirements of the Safe Drinking Water Act and the state of South Dakota's regulations for supplying safe drinking water to the public. For your efforts and concern for safe drinking water, Heather Beck

114 East First Avenue

Mobridge, SD 57601 we would like to present this achievement award to you. The Drinking Water Program has started this program to reward those systems and their certified operators who have demonstrated excellence in water system management and maintenance.

You will also find enclosed a draft press release concerning the award your system has received. The press release can be provided to your local newspaper and includes information about the award.

Thank you for your interest in maintaining safe drinking water for your consumers. If we can be of assistance to you, please contact us at (605) 773-3754.

Sincerely,

Mark McIntire, P.E.
Administrator
Drinking Water Program

Enclosure

FOR IMMEDIATE RELEASE: March 4, 2025

FOR MORE INFORMATION: Ben Koisti, Ben.Koisti@state.sd.us

DANR RECOGNIZES CITY OF MOBRIDGE WITH A DRINKING WATER CERTIFICATE OF ACHIEVEMENT AWARD

PIERRE, SD – Today, the South Dakota Department of Agriculture and Natural Resources (DANR) announced that the City of Mobridge public water system and the system's certified operators have been awarded a Drinking Water Certificate of Achievement Award. The award is for exceptional water system operations and environmental compliance with state drinking water standards for the previous year.

"Access to a safe and reliable water source is essential to keeping our families healthy and our economy growing, " said DANR Secretary Hunter Roberts. "This award is a testament to the hard work and dedication of South Dakota's drinking water system operators and their efforts to ensure their customers have access to clean drinking water."

To qualify for the Drinking Water Certification of Achievement Award, public water systems and their system operations specialists had to meet all the compliance monitoring and reporting requirements, drinking water standards, and certification requirements for 2024.



CERTIFICATE OF ACHIEVEMENT

2024

By virtue of the authority vested in me, and after due consideration, I do hereby certify that the

City of Mobridge Public Water System

through extra concern and endeavor has met all federal and state requirements for safe drinking water
and has supplied safe drinking water to the public it serves.

Secretary
Department of Environment and Natural Resources



CERTIFICATE OF ACHIEVEMENT

2024

By virtue of the authority vested in me, and after due consideration, I do hereby certify that

Kurt Schmaltz

through extra concern and endeavor has enabled the

Mobridge Public Water Systems

to meet all state requirements for safe drinking water
and has enabled this drinking water system to supply safe drinking water to the public they serve.

Secretary
Department of Environment and Natural Resources



CERTIFICATE OF ACHIEVEMENT

2024

By virtue of the authority vested in me, and after due consideration, I do hereby certify that

Daron Brown

through extra concern and endeavor has enabled the

Mobridge Public Water Systems

to meet all state requirements for safe drinking water
and has enabled this drinking water system to supply safe drinking water to the public they serve.

Secretary
Department of Environment and Natural Resources



CERTIFICATE OF ACHIEVEMENT

2024

By virtue of the authority vested in me, and after due consideration, I do hereby certify that

Charles Kaiser

through extra concern and endeavor has enabled the

Mobridge Public Water Systems

to meet all state requirements for safe drinking water
and has enabled this drinking water system to supply safe drinking water to the public they serve.

Secretary
Department of Environment and Natural Resources



CERTIFICATE OF ACHIEVEMENT

2024

By virtue of the authority vested in me, and after due consideration, I do hereby certify that

Nathan Shillingstad

through extra concern and endeavor has enabled the

Mobridge Public Water Systems

to meet all state requirements for safe drinking water
and has enabled this drinking water system to supply safe drinking water to the public they serve.

Secretary
Department of Environment and Natural Resources

4.

DL Barkie Construction, Inc.

Bid Proposal

Ryan J. Barkie, President
3830 Willow Road
West Fargo, ND 58078
(701)793-6157

To: **City of Mobridge**
114 1st Avenue East
Mobridge, SD 57601

Date: 3/14/2025

Attention: Kurt

Description: Replace Fire Hydrants - Labor and Materials

Description	Unit	Quantity	Unit Cost	Total
Labor/Crew Time	LS	1	\$850.00	\$850.00
Supplies as needed:				
6" Gate Valve	EA	1	\$2,500.00	\$2,500.00
6" Mega Lugs	EA	1	\$170.00	\$170.00
6" Hymax	EA	1	\$600.00	\$600.00
Class 5 Aggregate	CY	1	\$75.00	\$75.00

* Estimated time to replace each hydrant is approximately 10 hours.

* Quote does not include concrete or asphalt replacement



1502 Grumman Lane, Suite 4
Bismarck, ND 58504
P (701) 258-2833
Terracon.com

March 28, 2025

City of Mobridge
114 1st Ave East
Mobridge, SD, 57601

Attn: Heather Beck, Finance Officer/ City Administrator
P: (605) 845-3509
E: Cityhall@westriv.com

RE: Proposal for Geotechnical Engineering Services
Mobridge Wastewater Treatment Plant
Lake Front Drive
Mobridge, SD
Terracon Proposal No. PM2255035

Dear Mr. Gorder:

We appreciate the opportunity to submit this proposal to the City of Mobridge to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is \$7,600 (excluding subcontracted private utility location fees). **Exhibit C** includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon

Joseph R. Pacheco, E.I.T.
Field Engineer

Chad A. Cowley, P.E.
Department Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Mobridge SD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Mobridge Wastewater Treatment Plant project ("Project"), as described in Consultant's Proposal dated 03/28/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to North Dakota law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By: Chad A. Cowley Date: **4/2/2025**

Name/Title: **Chad A. Cowley / Department Manager**

Address: **1502 Grumman Ln, Ste 4**
Bismarck, ND 58504-6070

Phone: **(701) 258-2833** Fax: **(701) 258-2857**

Email: **Chad.Cowley@terracon.com**

Client: **City of Mobridge SD**

By: _____ Date: _____

Name/Title: **Heather Beck / Finance Officer / City Administrator**

Address: **114 1st Ave E**
Mobridge, SD 57601

Phone: **(605) 845-3509** Fax: _____

Email: **cityhall@westriv.com**

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Moore Engineering, Inc. (Moore) and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Moore or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for proposal was provided by Moore on March 24, 2025. The request included proposal and geotechnical report requirements, and a site plan with conceptual drawings of proposed structures overlaying aerial imagery.
Project Description	The City of Mobridge is completing a Wastewater Treatment Plant Improvements project to install new selector aeration basin, final clarifier, and sludge dewatering building.
Building Construction	Not provided; we anticipate that additions will be constructed using slab-on-grade construction techniques and cast-in-place concrete below-grade walls
Finished Floor Elevation	Not provided
Maximum Loads	Anticipated structural loads were not provided. In the absence of loading information, we will use the following loads in estimating settlement based on our experience with similar projects. <ul style="list-style-type: none"> ■ Columns: 50 kips ■ Walls: 4 kips per linear foot (klf) ■ Slabs: 100 pounds per square foot (psf)
Grading/Slopes	Cuts and fills are not expected to exceed 1 foot to develop final grade. Final slopes are anticipated to be minimal and only to achieve positive drainage from the addition.
Below-Grade Structures	Below-grade wastewater treatment pools

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located on Lake Front Drive in Mobridge, SD. Latitude: 45.5255° N, Longitude: 100.4129° W (See Exhibit D)
Existing Improvements	Existing water treatment plant, gravel-surfaced parking and drive areas
Current Ground Cover	Earthen, lightly vegetated, gravel-surfaced parking lot and driveways, concrete sidewalks
Existing Topography	Using available aerial imagery, the site appears to be relatively level. Total change in elevation across the site is on the order of 1 to 3 feet.
Site Access	We expect the site, and all exploration locations, are accessible with our track or truck-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates subsurface conditions consist of lean clays with varying amounts of sand overlaying fat clay at approximately 18 feet.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Moore requested the following boring locations and depths:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location ²
1	30	Proposed Aeration Basin
1	30	Proposed Clarifier Pool
1	30	Proposed Dewatering Building

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached Anticipated Exploration Plan in **Exhibit E**.

Boring Layout and Elevations: We understand that boring locations will not be marked prior to our arrival on site, therefore we have included a fee for laying out the borings in **Exhibit C**. We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. We will establish a temporary benchmark to approximate elevations. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if requested.

Subsurface Exploration Procedures: We will advance borings with a track or truck-mounted drill rig using continuous flight augers. Samples will be obtained at 2½-foot intervals in the upper 15 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling. Bulk samples of the near-surface subgrade soils will be obtained for laboratory testing purposes.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs,

prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface and damage to landscaping.

We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service or grout the boreholes for additional fees at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location through North Dakota One Call. We will consult with the client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will contact the client to discuss options to locate these utilities.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service

would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 6:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis
- Unconfined compressive strength
- Moisture-density relationship
- California Bearing Ratio (CBR)

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans

- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Earthwork recommendations including site/subgrade preparation
- Lateral earth pressure recommendations

In addition to an emailed report, your project will also be delivered using our **Client Portal**. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Perform Environmental Assessments: Our Scope for this project does not include, either specifically or by implication, an environmental assessment of the site intended to identify or quantify potential site contaminants. If the client/owner is concerned about the potential for such conditions, an environmental site assessment should be conducted. We can provide a proposal for an environmental assessment, if desired.

Exhibit C - Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our base fee is \$7,600. Proposal fees are effective for 90 days from the date of the proposal. This fee does not account for private utility locate and boring layout, we can provide these services for an **additional fee** as described below.

Additional fees not associated with the base fee:

Task	Lump Sum Fee ¹
Boring layout	\$800
Private Utility Locate	\$1,250

- Proposed fees noted above are effective for 90 days from the date of the proposal.

If necessary to terminate in competent soils for foundation recommendations, we can provide additional drilling and sampling for a fee of \$25 per foot. We will contact Moore to obtain approval prior to conducting any additional drilling and sampling if required.

Our Scope of Services does not include services associated with site clearing, wet ground conditions, snow removal, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, permit delays, or lack of permission to access the

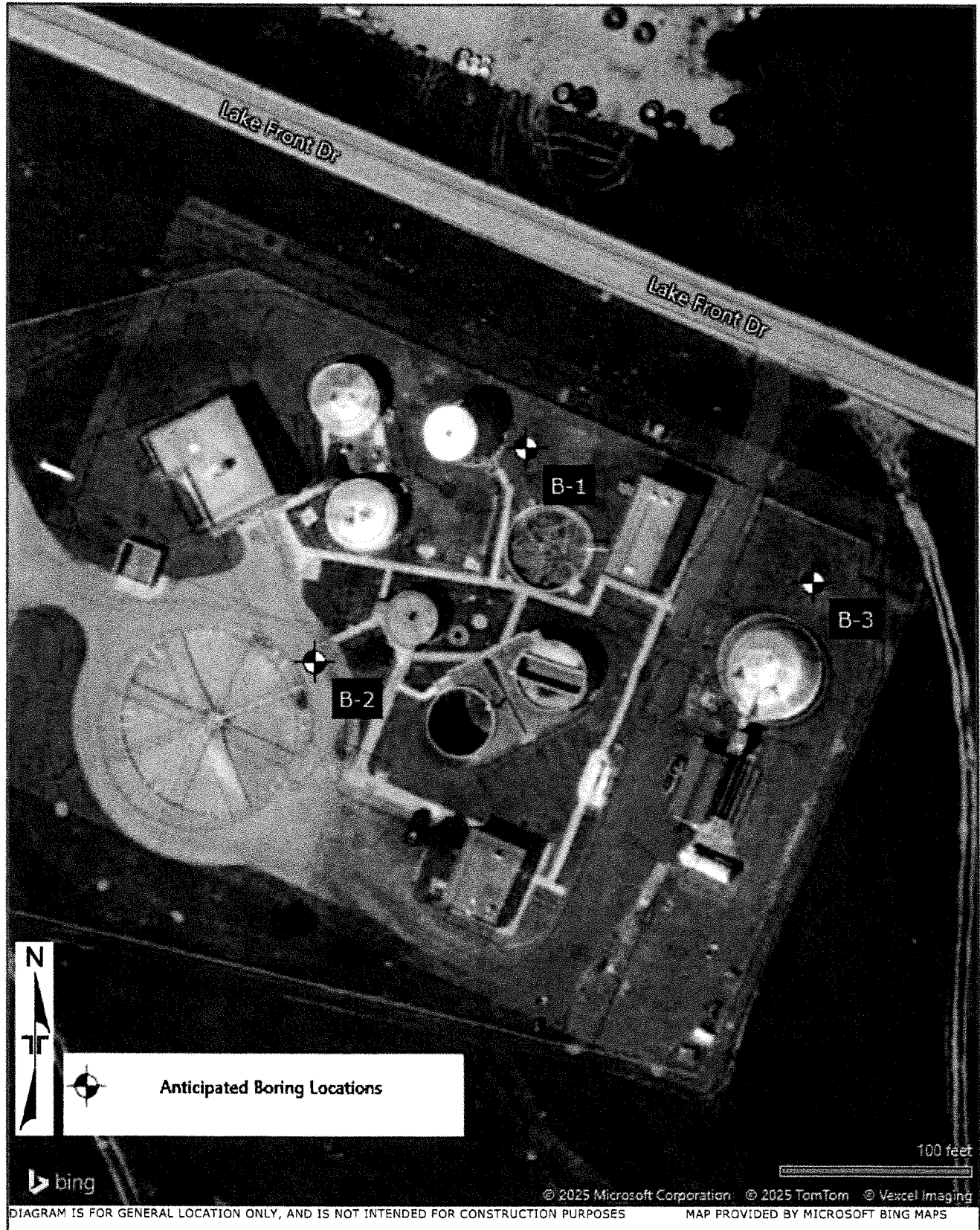
boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Project Planning	April 14, 2025
Mobilization of Exploration Team ^{3, 4}	May 5, 2025
Site Characterization	May 15, 2025
Geotechnical Engineering	May 22, 2025
<ol style="list-style-type: none"> 1. Upon receipt of your notice to proceed we will activate the schedule component on Client Portal with specific, anticipated dates for the delivery points noted above as well as other pertinent events. 2. These dates are based on receiving written notice to proceed no later than April 11, 2025. 3. Based on availability at the time this proposal was prepared. 4. We anticipate field work will take approximately 1 day to complete. 	

Exhibit D – Site Location



Exhibit E – Anticipated Exploration Plan



6.

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work
Contractor's Application for Payment

Owner:	City of Mobridge	Owner's Project No.:	0
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	22024
Contractor:	Sentry	Contractor's Project No.:	0
Project:	Water Treatment Plant Rehabilitation		
Contract:	Contract No. 1: Water Treatment Plant General Construction		

Application No.:		3		Application Period:		From		1/25/2025		to		3/28/2025		Application Date:		4/2/2025							
A		B				C	D	E		F			G	H		I	J	K	L				
Bid Item No.		Description				Contract Information				Work Completed				Materials Currently Stored (not in G) (\$)		Work Completed and Materials Stored to Date (H + I) (\$)		% of Value of Item (J / F) (%)		Balance to Finish (F - J) (\$)			
						Current Item Quantity		Units		Unit Price (\$)		Value of Bid Item (C X E) (\$)										Estimated Quantity Installed This Period	
Current Contract																							
Contract No. 1: Water Treatment Plant General Construction																							
A1.1		00	Procurement/Contract Req			1.00	L SUM	\$ 29,092.00		\$ 29,092.00			1.00	\$ 29,092.00		\$ 29,092.00		100%	\$ -				
A1.2		01a	General Requirements			1.00	L SUM	\$ 213,940.24		\$ 213,940.24		0.15	0.29	\$ 62,091.04		\$ 62,091.04		29%	\$ 151,849.20				
A1.3		01b	Mobilization			1.00	L SUM	\$ 134,495.00		\$ 134,495.00			0.22	\$ 30,000.00		\$ 30,000.00		22%	\$ 104,495.00				
A1.4		03	Concrete			1.00	L SUM	\$ 41,721.68		\$ 41,721.68			0.63	\$ 26,090.68		\$ 26,090.68		63%	\$ 15,631.00				
A1.5		05	Metals			1.00	L SUM	\$ 212,501.80		\$ 212,501.80			0.00	\$ -		\$ -		0%	\$ 212,501.80				
A1.6		08	Openings			1.00	L SUM	\$ 7,120.00		\$ 7,120.00			0.00	\$ -		\$ -		0%	\$ 7,120.00				
A1.7		09	Finishes			1.00	L SUM	\$ 64,251.00		\$ 64,251.00			0.00	\$ -		\$ -		0%	\$ 64,251.00				
A1.8		26	Electrical			1.00	L SUM	\$ 1,163.33		\$ 1,163.33			0.00	\$ -		\$ -		0%	\$ 1,163.33				
A1.9		32	Exterior Improvements			1.00	L SUM	\$ 433.50		\$ 433.50			0.29	\$ 126.00		\$ 126.00		29%	\$ 307.50				
A1.10		33	Utilities			1.00	L SUM	\$ 1,182,308.71		\$ 1,182,308.71		0.250	0.93	\$ 1,095,233.30		\$ 1,095,233.30		93%	\$ 87,075.41				
A1.11		46	Equipment			1.00	L SUM	\$ 749,070.00		\$ 749,070.00			0.04	\$ 26,895.20		\$ 26,895.20		4%	\$ 722,174.80				
A1.12			Excise Tax			1.00	L SUM	\$ 53,802.74		\$ 53,802.74			0.37	\$ 19,973.41		\$ 19,973.41		37%	\$ 33,829.33				
										\$ -			0.00	\$ -		\$ -			\$ -				
										\$ -			0.00	\$ -		\$ -			\$ -				
										\$ -			0.00	\$ -		\$ -			\$ -				
										\$ -			0.00	\$ -		\$ -			\$ -				
										\$ -			0.00	\$ -		\$ -			\$ -				
*Bolted "Current Item Quantity" indicates a change due to a Change Order										Original Contract Totals		\$ 2,689,900.00				\$ 1,289,501.63		\$ -	\$ 1,289,501.63		48%	\$ 1,400,398.37	
Change Order No. 1																							
CO1.1			Replacement of 8" water main			1.00	L SUM	\$ 30,299.79		\$ 30,299.79			1.00	\$ 30,299.79		\$ 30,299.79		100%	\$ -				
Change Order No. 2																							
CO2.1			Additional sidewalk for ADA ramp			1.00	L SUM	\$ 3,351.44		\$ 3,351.44			0.00	\$ -		\$ -		0%	\$ 3,351.44				
Change Order No. 3																							
CO3.1			Additional sidewalk along north sidewalk			1.00	L SUM	\$ 2,605.11		\$ 2,605.11			0.00	\$ -		\$ -		0%	\$ 2,605.11				
Change Order No. 4																							
CO4.1			Replacement of seal on backwash pipe			1.00	L SUM	\$ 3,889.36		\$ 3,889.36			0.00	\$ -		\$ -		0%	\$ 3,889.36				
Change Order No. 5																							
CO5.1			Additional saddle, curb stop and line			1.00	L SUM	\$ 6,031.46		\$ 6,031.46			1.00	\$ 6,031.46		\$ 6,031.46		100%	\$ -				
Change Order No. 7																							
CO7.1			8" Gate Valve in replacement of insertion			1.00	L SUM	\$ (1,558.77)		\$ (1,558.77)			1.00	\$ (1,558.77)		\$ (1,558.77)		100%	\$ -				
CO7.2			8" Water Connection to Asbestos			1.00	L SUM	\$ 1,976.79		\$ 1,976.79			1.00	\$ 1,976.79		\$ 1,976.79		100%	\$ -				
Change Order No. 8																							
CO8.1			8" and 12" Valve with Electric Modulating Actuator			1.00	L SUM	\$ 42,446.66		\$ 42,446.66			0.00	\$ -		\$ -		0%	\$ 42,446.66				
CO8.2			Deduct of Flow Meters			1.00	L SUM	\$ (29,048.67)		\$ (29,048.67)			0.00	\$ -		\$ -		0%	\$ (29,048.67)				
CO8.3			Deduct of Sidewalk			1.00	L SUM	\$ (6,244.91)		\$ (6,244.91)			0.00	\$ -		\$ -		0%	\$ (6,244.91)				
										Change Order Totals		\$ 53,748.26				\$ 36,749.27		\$ -	\$ 36,749.27		68%	\$ 16,998.99	
Current Contract and Change Orders																							
										Project Totals		\$ 2,743,648.26				\$ 1,326,250.90		\$ -	\$ 1,326,250.90		48%	\$ 1,417,397.36	

7.

CHANGE ORDER NO.: 1

Owner: City of Mobridge
Engineer: Moore Engineering, Inc.
Contractor: Muth Electric Inc.
Project: Water Treatment Plant Rehabilitation
Contract Name: Contract No. 2: Water Treatment Plant Electrical Construction
Date Issued: 4/1/2025
Owner's Project No.:
Engineer's Project No.: 22024
Contractor's Project No.:
Effective Date of Change Order: 4/9/2025

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

Description: Change includes investigating electrical lines exiting the NE corner of WTP, fix any broken pipes and conduits, remove any undeeded wiring.

Attachments: Exhibit A

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 689,573.00	Original Contract Times: Substantial Completion: September 27, 2025 Ready for Final Payment: November 15, 2025
Increase from previously approved Change Orders No. 0 to No. 0 \$ 0.00	Increase from previously approved Change Orders No. 0 to No. 0 Substantial Completion: None. Ready for Final Payment: None.
Contract Price prior to this Change Order: \$ 689,573.00	Contract Times prior to this Change Order: Substantial Completion: March 12, 2026 Ready for Final Payment: April 30, 2026
Increase this Change Order: \$ 2,624.00	Increase this Change Order: Substantial Completion: March 12, 2026 Ready for Final Payment: April 30, 2026
Contract Price incorporating this Change Order: \$ 692,197.00	Contract Times with all approved Change Orders: Substantial Completion: March 12, 2026 Ready for Final Payment: April 30, 2026

Recommended by Engineer (If required)

By: Michael Groder
Title: Professional Engineer - Moore Engineering Inc.
Date: 4/2/2025

Authorized by Owner

By: _____
Title: _____
Date: _____

Accepted by Contractor

By: Austin Konold
Title: Division Manager
Date: 4/2/2025

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____

E/CDC® C-941, Change Order.

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Page 1 of 1

EXHIBIT A
CHANGE ORDER NO.: 1

<u>Item No. & Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Bid Unit Price</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
<u>CHANGE ORDER ITEMS</u>					
C01.1 Electrical Wire Clean Up NE Corner of WTP	L SUM	1.00	\$ 2,624.00		\$ 2,624.00
				<hr/>	
				\$ -	\$ 2,624.00
NET CHANGE IN CONTRACT PRICE				\$2,624.00	

MONTHLY REPORT FOR PUBLIC WORKS DEPARTMENT

City of Mobridge

Council Meeting | 04.09.2025

1.0 **Wastewater System Items:**

1.1 **Wastewater Treatment Plant Headworks Improvements**

1.1.1 Contractor has warranty items that are being taken care of.

1.2 **Wastewater Treatment Plant Rehabilitation**

1.2.1 CDBG and CWSRF Funding are in place

1.2.2 Design has begun and scope includes removing trickling filter, aeration basin replacement, reconstruct final clarifier, add redundant final clarifier, equipment replacement and dewatering biosolids mechanically.

1.2.3 NECOG conducted an environmental review – CATEX Published on February 5th.

1.2.4 Geotechnical Engineering Service – Soil Borings – Terracon - \$7,600 (Pages 2-15).

1.3 **Wastewater Collection System**

1.3.1 Recommend completing additional televising to capture missing areas.

2.0 **Water System Projects**

2.1 **Water Tank and Transmission Line (2 Contracts Awarded)**

2.1.1 Contract 1: Water Storage Tank & Site Work (Preload LLC.)

2.1.1.1 Piping and gravel below tank foundation was worked on.

2.1.1.2 No Contractors Application for Payments.

2.1.2 Contract 2: Water Transmission Line (Crow River LLC.)

2.1.2.1 Deductive Change Order in process (Expect -\$5k-\$7K).

2.1.2.2 No Contractors Application for Payments.

2.1.3 Overall Available Contingency on Project: \$245,187.

2.2 **Water Treatment Plant Rehabilitation (2 Contracts Awarded)**

2.2.1 Contract 1: Water Treatment Plant General Construction (Sentry)

2.2.1.1 Work within Treatment has started.

2.2.1.2 Contractors Application for Payment 3 - \$294,901.40 (Pages 16-17).

2.2.2 Contract 2: Water Treatment Plant Electrical Construction (Muth Electric)

2.2.2.1 Change Order 1 - \$2,624.00 (Pages 18-19).

2.2.2.2 No Contractors Application for Payments.

2.2.3 Overall Available Contingency on Project after approved change orders: \$233,000.

2.3 **Water Intake Project**

2.3.1 On hold, FEMA review of the Biological Assessment and Plans and Specifications.

2.3.2 Funding for FEMA Phase 1 was granted on July 24th for \$585,000.

2.3.3 Biological Assessment – Draft completed and submitted to FEMA on 12/2/2024

2.3.4 Expect Bidding in Spring 2025 (Waiting on FEMA approval).

2.3.5 Televising / Cleaning of remaining intake pipeline needed at some point.

2.4 **Water Distribution System Improvements**

2.4.1 No work is being done.

3.0 **Pedestrian Trail Rehab Project funded by Parks & Rec RTP**

4.0 **RTAP Grant application for Pedestrian Trail.**

5.0 **Legion Park Preliminary Layout and Opinion of Cost.**

Jerod Klabunde, PE

Direct 701.751.8380 | Cell 701.566.4289

Michael Gorder, PE

Direct 701.751.8377 | Cell 651.328.3354



CAHILL BAUER & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

April 2, 2025

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

We are pleased to confirm our understanding of the services we are to provide for City of Mobridge for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Mobridge as of and for the year ended December 31, 2024. Accounting standards in accordance with the modified cash basis of accounting which is a basis of accounting other than GAAP provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Mobridge's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to City of Mobridge's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance.

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

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

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

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the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

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

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

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

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

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

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

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

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

- Lack of segregation of duties
- Management override of controls

- Preparation of the financial statements

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

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

Audit Procedures—Internal Control

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

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

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

Audit Procedures—Compliance

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

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

Responsibilities of Management for the Financial Statements and Single Audit

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

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on May 5, 2025.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of

expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the modified cash basis of accounting which is a basis of accounting other than GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

Other Services (Non Attest)

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

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

Engagement Administration, Fees, and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting

package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

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

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

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

Jason W Bauer, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit on approximately May 5, 2025.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed **\$20,000**. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

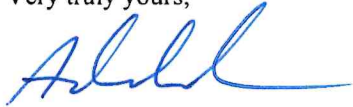
We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and City Council of City of Mobridge. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of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

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

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

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

Very truly yours,



Adam Quaschnick, CPA

Cahill Bauer & Associates, LLC

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

City of Mobridge

Memo

To: Council Members
 From: Heather Beck
 Date: April 9, 2025
 Re: Malt Beverage License Renewals

Below are the malt beverage licenses that are up for renewal. These licenses run from July 1, 2025 to June 30, 2026. All fees have been paid and property taxes are current.

APPLICANT	DESCRIPTION	TYPE OF LICENSE
Mobridge Pit Stop	Lots 1-2 Block 34 Grand Crossing	Retail (On-Off Sale)
Great Plains Family Rest.	Lot 1 & part of Lots 2, 3 & 9 Blk 43, NWTS 3 rd Add	Retail (On-Off Sale)
LaCabana	Lots 1-3, Block 1, Eklo's 1 st Add	Retail (On-Off Sale)
Last Chance	Lots 5 & 6 Block 41 NW 3 rd	Retail (On-Off Sale)
Mobridge Gas-n-Goodies	Lots 16A, 16B, 17A, 17B, 18A, 18B, Replat of Lots 16-18, Blk 22, Milwaukee 1 st	Retail (On-Off Sale)
Mobridge Gas-n-Goodies 2	Lots 16A, 16B, 17A, 17B, 18A, 18B, Replat of Lots 16-18, Blk 22, Milwaukee 1 st	Retail (On-Off Sale)
Rick's Café, LLC	Lots 2-6 Block 11 Mobridge Original	Retail (On-Off Sale)
Holiday Stationstores	Lots 10-12 Block 1 Eklos 1 st	Retail (On-Off Sale)
Merkel's Foods	Lots 14-18 Block 21 Milwaukee 1 st	Retail (On-Off Sale)
Buche Foods	Lots 4-15 Block 40 Grand Crossing	Retail (On-Off Sale)
Dollar General	Dollar General Addn.	Retail (On-Off Sale)
D&D Mine LLC	Lot 6A, Block 2, Original	Retail (On-Off Sale)
D&D Mine II LLC	Lot 6A, Block 2, Original	Retail (On-Off Sale)
Mobridge Rodeo Assc.	Tr A & B SE ¼ 20-124-79	Retail (On-Off Sale)
Family Dollar	N 250' Lot B, Shor Acres	Retail (On-Off Sale)
Depot Restaurant	Lots 1 & 2, Blk 2, PLAT BLKS. 1,2 & 3 IN SE4SE4 20-124-79	Retail (On-Off Sale)

Please let me know if you have any questions.

Thanks,

Heather

Memo

To: Council Members
From: Heather Beck
Date: April 9, 2025
Re: Seasonal Employees

Below are the recommended hires/rehires for the 2025 season:

Parks:

Gordon Hintz - \$18.00
Lyle Walth - \$18.00
Otto Oster - \$18.00
Bob Meiers - \$18.00
Garrett Van Vugt - \$18.00
Ralph Rabenburg - \$18.00
Maria Laude - \$18.00

PAID

MAR 06 2025

City of Mobridge
Thank you!

**CITY OF MOBRIDGE
APPLICATION FOR BUILDING MOVER'S LICENSE**

Building Mover:

Insurance Company:

Business Name: Centennial Homes

Business Name: _____

Point of Contact: Rick Shackle

Point of Contact: (See attached sheet)

Address: 2333 S Hwy 281

Address: _____

Aberdeen SD. 57401

Phone: 605-225-8300
Office Cell

Phone: _____

**** Please attach a copy of your insurance policy with the limits set forth in 6-14-4 below. ****

The undersigned does hereby apply to the City of Mobridge for a Building Mover's License and agrees to comply with all provisions of Mobridge City Ordinance 6-14 as set forth on this Application.

Rick Shackle
Signature

3/6/25
Date

\$25.00 Fee Paid? 25.00 CC

Proof of Insurance Attached? Yes

Date Approved/Denied by City Council

Date Permit Issued

The undersigned Mayor does hereby approve the forgoing Application under the conditions stated above and in ordinance 6-14 and issues this permit which shall expire on December 31, 2025.

Mayor

Date

Chapter 6-14 Building Movers

6-14-1 Definitions.

Terms used in this chapter mean:

- (1) "Building mover" any person, firm, partnership, corporation, or association who engages in the business work of moving a building across a public property within the city limits.
- (2) "Building moving" the moving of any house, building, structure, or any part or parts thereof, except structures or parts of structures less than 9 feet wide, 60 feet long, 13 feet total height when loaded, from one location to another when moving requires traveling upon, across, along, or over any street, avenue, highway, thoroughfare, alley, sidewalk, or other public ground in the city.
- (3) "Agency" the, administrative official, police department, and the city street department.
(2006ORD845)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 3600 American Blvd W. Suite 500 Bloomington MN 55431	CONTACT NAME: Mollie Smith PHONE (A/C No. Ext): 9523587538 E-MAIL: mollie_smith1@ajg.com ADDRESS: mollie_smith1@ajg.com
INSURED Centennial Homes Holdings LLC PO Box 1915 Aberdeen SD 57402	INSURER(S) AFFORDING COVERAGE INSURER A: Western National Mutual Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 15377

COVERAGES

CERTIFICATE NUMBER: 369801078

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		CPP125608803	3/1/2025	3/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPP124782403	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		UMB104333703	3/1/2025	3/1/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCV103359003	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insureds on the policy: CENTENNIAL HOMES HOLDINGS LLC, CENTENNIAL DEVELOPMENT INC, CENTENNIAL HOMES HOLDING LLC, CENTENNIAL ESTATES OF WILLISTON LLC, CENTENNIAL HOMES OF ABERDEEN INC, CENTENNIAL HOMES OF BILLINGS INC, CENTENNIAL HOMES OF BISMARCK INC, CENTENNIAL HOMES OF DICKINSON INC, CENTENNIAL HOMES OF RAPID CITY INC, CENTENNIAL HOMES OF WILLISTON INC, CENTENNIAL HOMES INC, CENTENNIAL HOMES OF SIOUX FALLS INC, CENTENNIAL MANAGEMENT INC

CERTIFICATE HOLDER**CANCELLATION**

Insured Copy
For Reference Only
Contact Agent for Revisions

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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6-14-2 License required.

No person except a building mover licensed by the City of Mobridge shall move any building, house or structure or part thereof across, along or over any public property. (2006ORD845)

6-14-3 License application.

Any person desiring to engage in the business of building moving must file a written application for a building mover's license in the finance office. (2006ORD845)

6-14-4 License fee.

The fee for the building mover's license shall be \$25.00 and the license shall expire on December 31 of each year. The applicant for a building mover's license shall file with the city finance officer a certificate of building movers insurance which indemnifies the public against loss by negligence of the applicant or its agents in the sum of not less than two hundred fifty thousand dollars (\$250,000.00) to anyone person and five hundred thousand dollars (\$500,000.00) in anyone accident, for both bodily injury and property damage, and the form and content of such policy shall be approved by the city council. The policy shall be issued by an insurance company approved by the city council. The applicant, if a license be granted, shall conform to all requirements which are now or may be hereafter established by the city council and shall promptly repair and make good to the satisfaction of the City Administrator all damage to any pavement, sidewalk, crosswalk, hydrant, street, alley or other public property which results from moving any building or in connection with the moving thereof; and that the licensed building mover will indemnify and save harmless any person or persons by reason of negligence of the licensed building mover or applicant or applicant's employees or agents in connection with the moving of any building or the use of any public street or ground for that purpose. (2006ORD845)

6-14-5 Revocation.

A building mover's license may be revoked at any time if the mover violates the provisions of this chapter or rules established by the agency, or conducts this business in a careless or reckless manner, or refuses to make prompt payment of any sums due the city from him under any of the provisions of this chapter or whose insurance as required herein has been cancelled or otherwise terminated. (2006ORD845)

6-14-6 Transferability.

No license or permit issued pursuant to this chapter shall be transferable. (2006ORD845)

6-14-7 Permits required.

No person shall engage in building moving, unless and until a moving permit has been obtained. (2006ORD845)

6-14-8 Restrictions on moving through streets.

All movement of the building once started shall continue until completed and no buildings shall be parked along the route unless deemed an emergency and approved by the Police Chief. The Policy Chief may require police escorts, temporary removal of traffic devices, or may restrict or specify the day and hours during which the moving operation must be accomplished. (2006ORD845)

6-14-9 Escorts.

Movers shall provide a front and rear escort with revolving lights for all movements. (2006ORD845)

6-14-10 Flags.

Red or orange flags, 12 inches by 12 inches, must be fastened to the farthest rear corners of the moving structure. (2006ORD845)

6-14-11 Reporting damage.

The building mover shall immediately report any damage done by the moving operation to any street, sidewalk, curb, utility equipment, tree, sign, or other public or private property to the city. (2006ORD845)

PAID

MAR 06 2025

City of Mobridge
Thank you!

CITY OF MOBRIDGE
APPLICATION FOR A PERMIT TO
MOVE A BUILDING ON A CITY STREET

12.
3/6/25
SCANNED

Application Date: 3/5/2025

Moving Date & Time: 4/2/25 9:00 AM

Back-up Date & Time: 4/10/25

Contractor:

Name: Centennial Homes

Address: 2333 S Hwy 281
Aberdeen SD

Phone: 605-225-8300
Office Cell

Building Owner:

Name: Mike Stangl

Address: 2 7th Ave East

Phone: 605-228-7989
Home/Work Cell

Current Location: our lot in Sioux Falls

New Location: 6 7th Ave East, Mobridge, SD

Type of Building and Future Use of Building: 16x60 mobile home

Will City Services Be Required? If yes, which one(s)? SEWER, water

Have you obtained a building permit? Home Owners Responsibility

Size of Building: 60x16x14' Will Building Clear Overhead Lines? yes
L x W x H

Length of Time Building Will Be on City Streets: 2 hours at most

Notes/Comments: _____

A Map of the Proposed Route Must Be Attached

The mover is responsible for assuring that the route will accommodate the structure being moved without damaging any private or public property.

Richard Shuck
Signature of Applicant or Owner*

*Signature acknowledges receipt of and agrees to comply with Ordinance 846.

\$50.00 Non-refundable Fee Paid? 50⁰⁰ CC

Deposit 500⁰⁰ CC
\$500 to \$5000

Route Approved By:

<u>Steven Maden</u> Chief of Police	<u>Ryan E. Lee</u> Street Superintendent	<u>Kurt Schmidt</u> W/WW Superintendent
<u>Mark Miller</u> MIDCO	<u>MDU</u>	<u>Darren Leier</u> WRT

Notes about route prior to move:

WRT: Any above ground pedestals damaged during move will be repaired and billed to building owner

Midco is clear for 14'10" contact ^{mark Imber} 605-848-2001 if Higher

Date Approved by City Council:

Date Permit Issued:

Route Re-inspected & Approved By:

Chief of Police

Street Superintendent

W/WW Superintendent

MIDCO

MDU

WRT

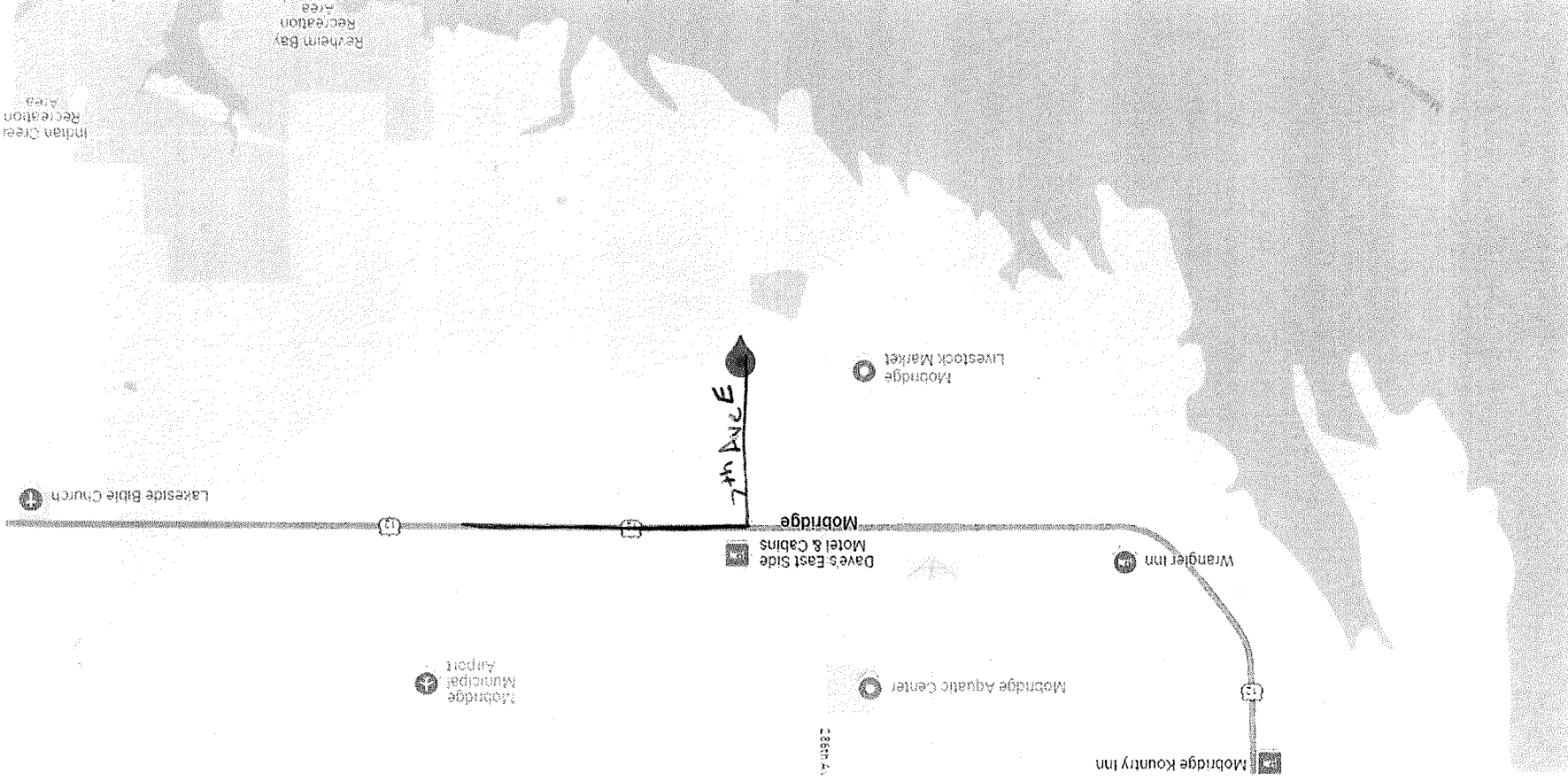
Damages and related costs to repair:

Date Return of Deposit Approved by City Council:

Date Returned:

Mike Stangle
2 7th Ave East
Mobridge, SD

Home Size: 16x60 x 14



RESOLUTION 25-05

**A RESOLUTION ESTABLISHING THE NUMBER OF AVAILABLE SHORT
TERM RENTAL LICENSES PURSUANT TO MOBRIDGE CITY ORDINANCE
6-15-6**

WHEREAS, Mobridge City Ordinance 6-15-6 provides that the number of short term rental licenses available shall be limited as set by resolution of the City Council;

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

That the number of short term rental licenses available, pursuant to Mobridge City Ordinance 6-15-6, shall be limited to _____.

Dated this ____ day of _____, 2025.

ATTEST:

Gene Cox, Mayor

Heather Beck, Finance Officer



SHORT TERM RENTAL (STR) APPLICATION FOR LICENSE

CITY OF MOBRIDGE, SD

114 1ST Ave E

Mobridge, SD 57601

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

☐ APPLICATION FEE:

☐ RENEWAL FEE:

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

Part I: ESTABLISHMENT INFORMATION

Establishment Name: _____

Owner of the Establishment: _____

☐ Individual ☐ Corporation ☐ Partnership ☐ Limited Liability Company (LLC) ☐ Other _____

Establishment Contact Person: _____

Contact Number: _____ Email Address: _____

Establishment Physical Address: _____
Street City State Zip Code

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

Legal Description: _____

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

Part II: TYPE OF SHORT TERM RENTAL & PROPOSED USE

☐ Bed & Breakfast Facility

☐ Vacation Home Rental

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

Number of Rooms: _____ Maximum Number of Occupancy: _____

Proposed Dates Available From: _____ To: _____

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

If yes, please explain: _____

Part III: PERFORMANCE REQUIREMENTS

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

LOCAL CONTACT INFORMATION:

Name: _____ Contact Number: _____

Mailing Address: _____
PO Box City State Zip Code

Signature of Local Contact _____ Date _____

Part IV: ESTABLISHMENT OWNERS

Name	Permanent Address	Contact Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

Part V: AFFIRMATION AND CONSENT

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

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

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

Applicant Signature

Title

Date

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

Part VI: LOCAL GOVERNING BODY ACTION

Date application received in city office: _____

Amount of fee collected with application: \$ _____

Governing Board Action Taken. Date: _____

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

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

Mayor's Signature

Printed Name

Date Approved

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

Part VII: RENEWAL (IF APPLICABLE)

Date renewal request received in city office: _____

Requirements:

_____ Renewal Fee of \$ 500.00

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

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

_____ Contact Information for the Property Manager or Local Contact Individual

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

☐ Referred to City Council for Action on the Renewal.

City Representative & Title

Printed Name

Date Approved

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

RESOLUTION NO. 25-06

RESOLUTION TO WAIVE SIDEWALK REQUIREMENT

WHEREAS, the owners of the real property described as Lot 21B, Eklo's 3rd Addition to the City of Mobridge, South Dakota have requested the City waive the requirement of placing a sidewalk on the above property; and

WHEREAS, there is no sidewalk on the adjoining properties and the property to the west also does not have sidewalks;

NOW THEREFORE, the City of Mobridge hereby resolves to waive the requirement of placing a sidewalk Lot 21B, Eklo's 3rd Addition to the City of Mobridge, South Dakota.

Dated this 9th day of April 2025.

CITY OF MOBRIDGE

BY: _____
Gene Cox, Mayor

ATTEST:

Heather Beck, Finance Officer

3-9-25

I am agreeing to putting curb & gutter
in front of property on lots 20 and 21 B,
but refuse to put sidewalk in when
all around me doesn't have any and example
to west has none either, which is ~~not~~ a new
building.

Thanks
Mike

Property Address: 6 7th Ave West
Legal Description: Lot 21 B, Elko's 3rd Addn.

Application Number 25-003City of Mobridge
Building Permit ApplicationPAID
Date: 3-14-25
MAR 14 2025Property Owner Mike Stangl Phone Number 605-228-7989Address of Improvement 67th Ave W City of MobridgeMailing Address 620 South Wells, Aberdeen SD 57401Legal Description (Lot 21B, Block E/Ko's 3rd Addn, Subdivision Thank you!)

Email Address

Notes

Contractor Centennial Homes Phone Number 605-225-8300

Type of Improvement

- ☒ New Building ☐ Concrete Work
☐ Addition/Alteration ☐ Moving
☐ Repairs/Renovation ☐ Temporary

Describe proposed improvement in detail, including measurements.

16' x 60' Single Trailer House

Per Ordinance 868, a Temporary Buildings are: All storage structures which are used or manufactured to be of a temporary nature, such as storage containers, tents, soft covered shelters and other similar type storage structures and all other storage type structures which are not permanently affixed to the real estate by footings or foundations.

\$ 10,000.00

Cost Estimate

\$ 109.00

Fee

check CK4291

Payment Type

Fees: \$10 for the first \$1,000 of cost estimate. \$1.00 for each additional \$1,000. Temporary Building Permit - \$20 a year.

City Ordinance 9-6-1 Sidewalks, curbing with gutter and ramps are to be constructed on all lots within the City whenever a dwelling or building is constructed or placed upon a lot which fronts a Street or Avenue and shall be in accordance with the Americans Disabilities Act, City Ordinances, and Federal regulations. Such construction shall take place within 6 months of the earlier of occupancy or substantial completion of such dwelling or building. Failure to place sidewalk and/or curbing, gutter and ramps on or adjacent to the lot within the said 6 months shall constitute a violation of the building permit and said permit will be in violation and shall be subject to the City's general penalty clause. In addition, but not in limitation, failure to place sidewalk and/or curbing, gutter and ramps on or adjacent to the lot within the said 6 months shall constitute a Public Nuisance which shall permit the City to Abate the nuisance pursuant to the procedures defined in Chapter 5-5 and shall permit the City to recover the costs of Abatement by taxing the cost thereof by assessment against the real property on which the violation occurred pursuant to SDCL 21-10-6.

Signature of Property Owner: Mike Stangl

CHECK THE BOXES YOU REQUIRE.

- ☐ Require water or sewer service, you must contact the Water/Waste Water Superintendent at 845-2102 for information on obtaining a Water/Sewer Permit.
- ☐ Doing electrical wiring on your residence or farmstead, you are required by state law to have Homeowner's Wiring Permit. You must contact SD Electrical Commission at 605-773-3573 or at dlr.sd.gov/electrical/homeowner_wiring.aspx for permit application.
- ☐ Property Owner doing plumbing work at residence or farmstead, you are required by state law to have a Homeowner's Plumbing Permit. You must contact the SD State Plumbing Commission at 605-773-3429 or dlr.sd.gov/plumbing/homeowner_plumbing.aspx for permit application.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction.

Signature of Property Owner Mike StanglDate 3-9-25

Michael E. Nehls

Michael E. Nehls (Mar 25, 2025 10:25 CDT)

Approved By:

Water/Waste Water Superintendent Kurt SchmaltzDate 3-28-25Street Superintendent Ryan EndersonDate 3-28-26Zoning Officer [Signature]

Expiration Date

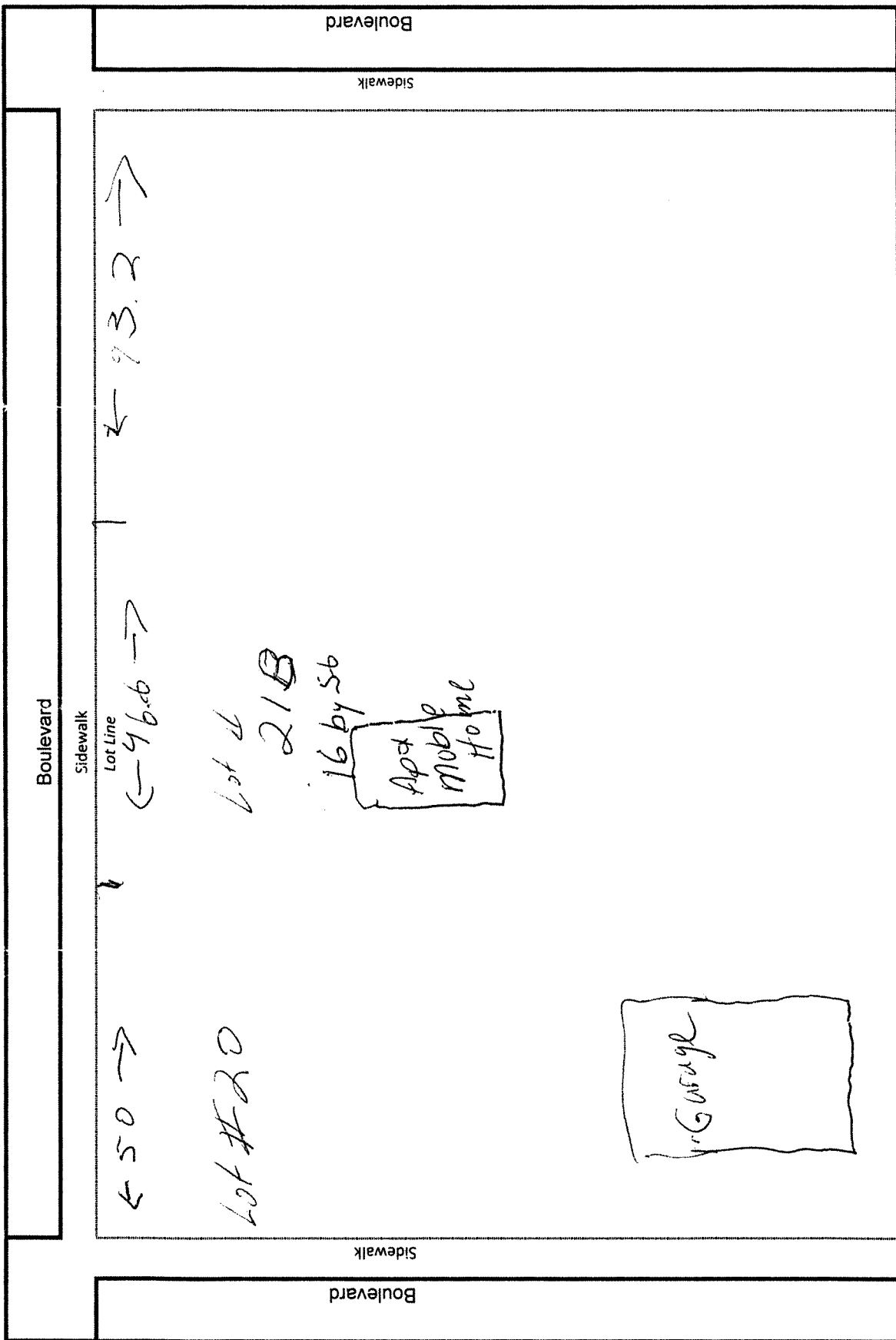
revised 4/2022

Description of Property: Locate all buildings, existing and proposed, showing dimensions between buildings and to property lines. be sure to indicate streets and alleys.

AVENUE

Curb

Curb



Curb

ALLEY

Curb

Resolution of Governing Body _____

WHEREAS, the United States of America and the State of South Dakota have authorized the making of grants from the Land and Water Conservation Fund (LWCF) to public bodies to aid in financing the acquisition and/ or construction of specific public outdoor recreation projects;

NOW, THEREFORE BE IT RESOLVED:

1. That the Mayor is hereby authorized to execute and file an application on behalf of the City of Mobridge, SD with the National Park Service, U.S. Department of the Interior, through the State of South Dakota, Department of Game, Fish and Parks, Division of Parks and Recreation, for an LWCF grant to aid in financing the Mobridge Splash Pad/Ice Skating Rink Project for the City of Mobridge, South Dakota and its Environs.
2. That Gene Cox, Mayor, is hereby authorized and directed to furnish such information as the above mentioned federal and/or state agencies may reasonably request in connection with the application which is hereby authorized to be filed.
3. That the City of Mobridge, SD shall provide a minimum of 50% of the total cost of the project; and will assume all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the facility.

Certification of Recording Officer _____

The undersigned duly qualified and acting Finance Officer of the City of Mobridge, SD does hereby certify: That the attached Resolutions is a true and correct copy of the Resolution, authorizing the filing of application with the National Park Service as regularly adopted at a legally convened meeting of the City of Mobridge, SD duly held on the 9th day of April, 2025, and further that such Resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this day of , 2025.

Recording Officer Signature: _____

Title: _____

Seal (notary or city)

16.

March Building Permits

Name	Location	Project	Cost
Greg Hochhalter	917 10th Ave West	New Kitchen Cabinets, Countertops and flooring	\$15,000.00
Mel Brewer Jr.	1115 5th Ave West	Remove Steps replacing with 6'x10' deck	\$2,500.00
Mike Stangl	6 7th Ave East	16'x60 New Trailer House	\$100,000.00

Total: \$117,500.00

3 Total Permits

Library, Events and Recreation

Mobridge Youth Organization

With MYO spring sports are underway. The board has been busy finishing up the dugouts and getting equipment for the upcoming seasons. I am busy with Track concession signups and getting schedules ready for the summer ball season as well.

Aquatics

I am full steam ahead with American Red Cross certifications and classes getting ready for May through August. Today, swim lesson sign ups began and it will be busy phones for a couple of weeks.

Rotary

As part of the Rotary representing the city, I am proud to help out with volunteering with the PTO carnival and the Rotary relays coming up.

The Library Board will meet next Wednesday for their quarterly meeting.

Events

Reading between the wines book club will be wrapping up the month with Author Jesse Roshau coming to talk about her novel with us. For earth day, I have a great list of ladies that want to learn how to plant their own herbs. Our Free Family movie nights come to a close for the season with a Disney classic "The Princess and the Frog.

In The Library

Karla has started another session of library school and we are pleased to say that the number of students has doubled since last session. Staci is still working on genrefication, she is a couple months in but still has many months ahead of her to go with this change. She is labeling all books so that people know what the genre is. This makes it so much easier for our patrons to find the kind of books they are looking for.



Join us for this oldie but
goodie

Free Family Movie Night
Monday, April 28th 5pm

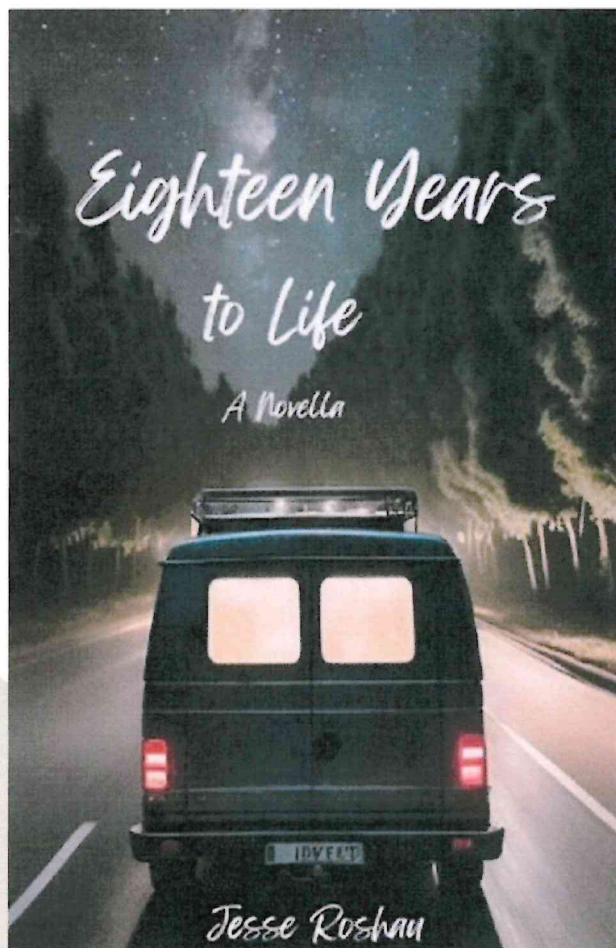
Please use the back entrance
Bring your blanket and chair



SWANK
MOVIE LICENSING USA

READING BETWEEN THE WINES

JOIN US ON APRIL 25TH AT 6:30PM TO TALK WITH
AUTHOR JESSE ROSHAU ABOUT HER BOOK.



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.

This book is available in the library and on amazon. Limited copies from the library are available.

Questions? Email Monica at events@westriv.com or call 605-850-4900



JOIN US

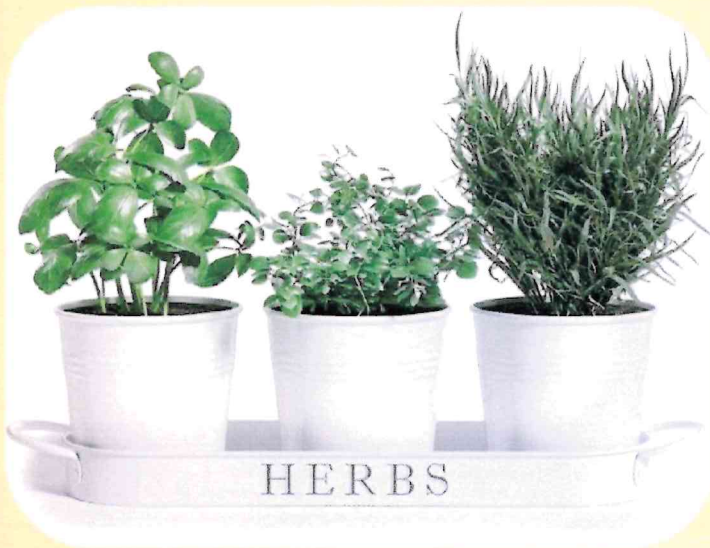
TUESDAY APRIL 22

Earth Day Herb Planting

A.H. Brown Library
Community Room

4pm-5pm

Seeds, Pots and
Dirt provided



Why plant?

Fresh Herbs On Hand

Good For You

Save Money

Educational

Relieve Stress

Aesthetic Looking

Share The Wealth

Good Clean Fun

Registration

Required



To register, please call Monica at
the A.H. Brown Library 605-845-2808.

A.H. Brown Public Library

Hours:

M-T-TH-F 9am-5pm

W 9am-7pm

Saturdays - 9-12pm

521 North Main,
Mobridge, SD 57601

605-845-2808



We have so many great activities planned for this year. Stay tuned for updates and registration dates.

We are a "patron-friendly" organization. Every employee prioritizes meeting library users' unique needs. A climate of excellence in patron service permeates the atmosphere of the library.

A.H. Brown Public Library intends to provide:

- Services that are highly valued and result in library use and community involvement.
- A welcoming and lively cultural and lifelong learning center for the community.
- Outstanding reference, readers advisory, and borrower services.
- Barrier free services accessible to all, regardless of background, education level, or economic status.
- Collections of value and interest that are current and relevant to user needs.
- A friendly, trained, and highly competent staff that works together to provide responsive service to all users.
- Appropriate technology to extend, expand, and enhances services throughout the community and ensure that all users have equitable access to information.
- An environment in which staff treat customers and each other with respect.
- Promotion of collaboration and cooperation with other agencies to enhance services.

Chase the "Space"

is an ongoing 50/50 bi-weekly drawing for

The Mobridge Aquatic Center

to raise money for family passes, punch cards, a new high dive, splash pad and a pool liner.

Tickets are \$10 each

Drawings are live every other Monday
on the Mobridge Aquatic Center Facebook Page

Ticket drawn wins the cash prize



To purchase a ticket, stop by the A.H. Brown Library.
Questions?
Contact Monica at 605-850-4900.

Stop by the library events desk to purchase a ticket and get in on some fun.

Tickets are only sold during library open hours.

Stay up to date on the Mobridge Aquatic Center Facebook Page.



Upcoming Events

- 2 - Library School
- 4 - Library School
- 5 - Open 9-12pm
- 6 - MYO Meeting
- 7 - Upcycling Craft Class
- 7 - Maker Monday
- 9 - City Council Meeting
- 9 - Library School
- 11 - Library School
- 12 - Open 9-12pm
- 14 - Maker Monday
- 16 - Library Board Meeting
- 16 - Library School
- 17 - Make and Take Craft
- 18 - Library School
- 21 - Maker Monday
- 22 - Earth Day Planting Class
- 23 - Library School
- 25 - Library School
- 25 - Reading Book Club
- 28 - Maker Monday
- 28 - Free Family Movie Night



To register for any craft classes, please call events @ 605-850-4900.
or email events@westriv.com

To register for Library School please call the library @ 605-845-2808.



Day Passes

Children under 3 yrs - Free

Student 4-17 yrs - \$4.00

Adult - \$7.00

Senior Discount - \$4.00

(Begins at age 65)

Season Passes Available at City Hall

Single in City Limits - \$67.50

Single out of City Limits - \$75.00

Family in City Limits - \$162.00

Family out of City Limits - \$180.00

Children under the age of 8 must be supervised

Library Services



Audiobooks, Magazines,
Newspapers, Job Application Help,
DVD's, Boardgames, Ed Packs Check outs,
and Computer usage.

Ask how to get a library card!



Cookbook Social



Do you enjoy baking or cooking but want to try something new?
Let's create a fun lunch together once a month. Starts in May.

Each month, we will gather to pick out fun recipes from our new
and older cookbooks here in the library.

Then, we will meet and bring what we made for all to try and
share which recipe made the cut.

To join the party, please contact Monica at the A.H Brown Library
605-845-2808 or email at events@westriv.com

quilt painting workshop



TUESDAY, MAY 5TH
5 PM TO 7 PM
A.H BROWN COMMUNITY ROOM
PLEASE USE THE BACK ENTRANCE

See you there!




TO REGISTER FOR THIS CLASS,
PLEASE CONTACT MONICA AT THE
LIBRARY AT 605-845-2808.

Each month we get in
new books,
magazines and movies.

Check out our list online at
ahbrownyoursdlibrary.org

A.H. BROWN PUBLIC LIBRARY
COMMUNITY ROOM
PLEASE USE THE BACK ENTRANCE
MONDAY APRIL 7TH
5-7PM

**all about
upcycling**



COME HANG OUT WITH ME AND REPURPOSE SOME
OLD BOOKS AND MAKE SOME FUN USEFUL
TREASURES.


REGISTRATION REQUIRED
TO REGISTER: STOP BY AND SEE
MONICA @ THE LIBRARY OR
CALL 605-860-4900 TO GET ADDED TO THE LIST

**JOIN US
TUESDAY APRIL 22
Earth Day Herb Planting**



A.H. Brown Library
Community Room
4pm-5pm
Seeds, Pots and
Dirt provided

Why plant?
Fresh Herbs On Hand
Good For You
Save Money
Educational
Relieve Stress
Aesthetic Looking
Share The Wealth
Good Clean Fun



**Registration
Required**

To register, please call Monica at
the A.H. Brown Library 605-845-2808

JOIN US FOR A PLANT PARTY

BYOP

BRING YOUR OWN PLANTER
SMALLER SIZED POTS PREFERABLY
(PLANTERS, TREATS AND
PLANT FERTILIZER WILL BE PROVIDED)

SATURDAY MAY 10 12:30-1:30 PM

See a Winner
Come to enter a raffle for a new flower pot

For more info, contact
Monica at the library
or call 605-845-2808

TEXT OR CALL MONICA AT 605-845-4566
FOR QUESTIONS ABOUT THIS EVENT

Stay up to date with our
activities and events by
following our Facebook pages.

A.H. Brown Library &
Mobridge Aquatic Center

Library Staff

Head Librarian - Karla Beiber

Librarian - Staci Wilson

Director - Monica Schmaltz

Have you wanted to start your own book club? Stop in and learn
some tips and tricks to hosting your own book club with your
friends in your home. We have many popular book bags to check
out for all of your book club needs.

ADMINISTRATION

	4/9/2025
Salaries	2,943.75
Adam Hohle, refund	29.86
Aflac, insurance	683.16
Bantz, Gosch & Cremer, LLC, attorney services	787.46
Century Business Products, copier lease	41.21
Credit Collections Bureau, garnishment	520.04
Delta Dental of SD, dental	577.80
First Interstate Bank, HSA contributions	2,502.00
First Interstate Bank, payroll tax	17,275.11
KCL, insurance	417.85
Mobridge Shriners, refund	500.00
Mobridge Tribune, publishing	178.79
Payment Service Network, credit card fees	54.95
SD Child Support Payment Center, garnishment	513.24
SD Dept of Revenue, liquor & beer licenses	75.00
SD Retirement System, retirement	18,894.56
SD State Treasurer, sales tax	1,879.85
SDRS Supplemental Retirement, retirement	200.00
Smee School, refund	350.00
Violet Voller, refund	24.39
Walworth County Auditor, refund	4,500.00
Wellmark, insurance	2,382.51
	55,331.53

CITY ADMINISTRATOR

Salaries	1,187.71
Century Business Products, copier lease	41.22
Heather Beck, travel & conference	20.96
	1,249.89

ELECTION

Carol Godkin, other services	300.00
Carol Zimoski, other services	300.00
Mobridge Tribune, publishing	25.33
Monica Schmaltz, other services	300.00
	925.33

GOVERNMENT BUILDINGS

Salaries	154.04
Dakota Sound Systems, Inc., computer software & hardware	18,535.00
MDU, utilities	257.54
Midcontinent Communications, utilities	210.39
Mobridge Hardware, repair & maintenance	53.98
Office of Fire Marshal, prof. services	80.00
TimeClock Plus, computer software & hardware	91.00
	19,381.95

OLD CITY HALL

Quenzer Electric, repair & maintenance	572.17
MDU, utilities	535.29
	1,107.46

POLICE DEPARTMENT

Salaries	37,787.89
AT&T Mobility, telephone	865.58
AUTO Value Mobridge, vehicle maintenance	(13.80)
Bushe Foods's, supplies	22.22
Cardmember Services, prof. services	74.75
Century Business Products, copier lease	77.02
Dakota Glass & Alignment, vehicle maintenance	657.45
Deputy Finance, prof. services	88.57
Dustin Drew, uniform & equipment	90.05
Fleet Services, gasoline/vehicle maintenance	1,885.38
Grand Central, vehicle maintenance	96.50
MDU, utilities	515.09
Merkel's Foods, supplies	41.32
Mobridge Hardware, supplies	8.59
Mobridge Regional Hospital, prof. services	140.00
Oahe Vet, prof. services	280.00

TRAILS

City of Eagle Butte, improve other than building	18,500.00
	18,500.00

LIBRARY

Salaries	5,147.71
Book Systems, Inc., computer software & hardware	834.00
Center Point Large Print, books	50.34
Century Business Products, copier lease	125.88
Corson/Sioux News Messenger, other services	40.00
Demco, supplies	455.41
Homestead Building Supplies, repair & maintenance	(99.98)
Ingram, books	362.56
MDU, utilities	600.00
Mobridge Hardware, supplies	56.33
Office Depot, supplies	122.96
Raymond Geddes Co., supplies	136.08
Rhode Island Novelty, supplies	267.75
	8,099.04

AUDITORIUM

Salaries	154.02
MDU, utilities	2,394.92
Mobridge Hardware, supplies/repair & maintenance	87.62
	2,636.56

NATIONAL GUARD ARMORY

USDA-Rural Development, loan payment	2,925.00
	2,925.00

MUSEUM

Klein Museum, other services	7,500.00
	7,500.00

HOUSING AUTHORITY

Salaries	3,115.38
Auto Value Mobridge, supplies	28.99
Century Business Products, supplies	41.21
TimeClock Plus, computer software & hardware	77.00
Walworth County Register of Deeds, prof. services	1.00
	3,263.58

ZONING

Salaries	543.73
Mobridge Tribune, publishing	103.76
	647.49

LIQUOR

Mobridge Tribune, publishing	22.49
	22.49

24/7

Salaries	1,106.17
SD Attorney General, participation fees	2,223.00
	3,329.17

PSAP

AT&T Mobility, utilities	40.04
Mobridge Regional Hospital, prof. services	140.00
SD Department of Public Safety, prof. services	5,400.00
Valley Telecommunications, utilities	835.16
Venture Communications, utilities	424.09
	6,839.29

3B

Mobridge Chamber of Commence, prof. services	9,428.36
	9,428.36

WATER DEPARTMENT

Salaries	11,025.51
AT&T Mobility, telephone	62.52
Aqua-Pure, chemicals	2,030.11
Badger Meter, prof. services	485.23
Bushe Foods's, supplies	81.90
Century Business Products, copier lease	41.22
Dady Drug, office supplies	6.99

Plunkett's, prof. services	71.81	Ethanol Products, chemicals	5,701.75
Runnings Supply, supplies	2.72	Hawkins, chemicals	30.00
Voyager, gasoline	63.49	MDU, utilities	3,858.34
42,754.63		Mobridge Hardware, supplies/equipment maintenance/building maint	209.00
FIRE DEPARTMENT		Mobridge Manufacturing, small tools	75.00
Auto Value Mobridge, repair & maintenance	94.68	Moore Engineering, water rehab project	2,673.25
Heiman Fire Equipment, supplies	98.77	Ramkota Hotel, travel & conference	140.00
MDU, utilities	535.28	Runnings Supply, repair & maintenance/equipment maintenance/sma	263.66
Runnings Supply, supplies/repair & maintenance	1,059.55	SD Dept. of Health, water samples	135.00
Voyager, diesel/gasoline	241.05	SD One Call, prof. services	5.25
2,029.33		Slater Oil & LP, lp gas	1,908.00
FIRE ADMINISTRATION		US Bank, loans	18,273.35
Voyager, diesel	503.09	US Postal Service, postage	413.91
503.09		USDA-Rural Development, loan payment	2,373.00
OTHER PROTECTION		Kurt Scmaltz, travel & conference	68.00
MDU, utilities	59.50	Verizon, telephone	33.66
59.50		49,894.65	
STREET DEPARTMENT		SEWER DEPARTMENT	
Salaries	8,316.45	Salaries	4,825.00
AT&T Mobility, utilities	32.65	AT&T Mobility, telephone	16.32
Auto Value Mobridge, equipment maintenance	159.98	Border States, repair & maintenance	2,304.02
Beadle's Sales, repair & maintenance	350.68	Calibrations & Controls, prof. services	3,000.00
Butler Machinery, equipment maintenance	1,399.00	Century Business Products, copier lease	41.22
Cam Wal Electric, street lights	483.00	Dakota Pump & Control, prof. services	306.12
Dakota Glass & Alignment, tires	903.96	Deputy Finance, postage	11.10
Homestead Building Supplies, supplies	22.89	Fisher Scientific, chemicals	720.22
MDU, utilities/street lights	4,591.39	Hach Company, chemicals	357.00
Merkel's Foods, supplies	84.90	Hampton Inn, travel & conference	266.00
Mobridge Hardware, supplies	37.58	Hawkins, chemicals	20.00
Mobridge Tribune, publishing	44.98	MDU, utilities	3,796.13
Premier Equipment, equipment maintenance	241.52	Minnesota Valley Testing Lab, water samples	34.50
Runnings Supply, supplies/repair & maintenance	85.01	Mobridge Hardware, supplies/sup. in house repairs	185.26
Slater Oil & LP, lp gas/diesel/gasoline	3,376.34	Mobridge Tribune, publishing	40.53
20,130.33		Northern Balance & Scale inc, prof. services	203.00
SOLID WASTE COLLECTION		Quenzer Electric, repair maintenance	181.25
Heartland Waste, prof services	24,228.05	SD Dept. of Health, water samples	424.00
24,228.05		SD One Call, prof. services	5.25
REGULATION & INSPECTION		Slater Oil & LP, lp gas/gasoline/diesel	2,086.53
Salaries	411.81	US Bank, loans	24,950.13
Bantz, Gosch & Cremer, LLC, attorney services	58.00	US Postal Service, postage	413.90
Century Business Products, copier lease	41.21	Voyager, gasoline	70.32
Deputy Finance, postage	9.68	44,257.80	
Mike Nehls, travel & conference	23.58	AIRPORT	
Verizon, telephone	56.76	Salaries	154.04
Walworth County Landfill, prof. services	31.60	Cam Wal Electric, utilities	143.97
632.64		Dish TV, utilities	66.10
POOL		Homestead Building Supplies, buildings/repair & maintenance	107.36
Mobridge Hardware, repair & maintenance	9.18	KLJ, prof. services	48,300.00
Runnings Supply, supplies	15.98	MDU, utilities	374.68
SCP Distributors LLC dba RecSupply, improve other than buildin	10,835.00	Mobridge Hardware, supplies	17.18
Splashtacular, prof. services	16,142.50	Runnings Supply, supplies	2.22
USA BlueBook, chemicals	194.23	49,165.55	
27,196.89		CEMETERY	
CULTURE RECREATION		Legacy Mark LLC, prof. services	216.00
Bushe Foods's, supplies	6.99	MDU, utilities	52.41
Verizon, telephone	42.74	268.41	
49.73		402,870.18	
PARK DEPARTMENT			
MDU, utilities	474.86		
Runnings Supply, repair & maintenance	37.58		
512.44			