

**AGENDA**  
**Mobridge City Council - Regular Meeting**  
**Wednesday July 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**  
June 11, 2025 regular meeting [1]
- 5) **Unfinished Business**
- 6) **New Business**  
**Water/Sewer Dept.**
  - a. Approve advertisement for equipment procurement documents contingent on SD DANR approval
  - b. Approve PR No. 5 to Preload in the amount of \$431,292.60 for the water tank & water main project [2]
  - c. Approve PR No. 4 to Crow River in the amount of \$713,992.34 for the water tank & water main project [3]
  - d. Approve CO No. 2 to Crow River in the amount of \$(4,650.00) for the water transmission line project [4]
  - e. Approve PR No. 5 to Sentry in the amount of \$205,626.33 for the water treatment plant construction [5]
  - f. Approve PR No. 4 to Muth Electric in the amount of \$22,797 for the water treatment plant rehab project [6]  
**Police Department**
  - a. Approve step increase for Amanda Perez increasing her hourly wage from \$21.18 to \$22.98 effective 6/16/25  
**Finance Department**
  - a. Public hearing and approval of special event permit [7]
  - b. Approve cemetery deeds [8]
  - c. Approve NECOG agreement [9]
  - d. Approve bid for trail project [10]
  - e. Accept bid for surplus property located at 112 9<sup>th</sup> Street West [11]
- 7) **Discussion and Information Item**
  - a. Financial Report
  - b. Building Permits [12]
  - c. Review of the South Dakota Open Meetings Law Brochure (per SB 74) [13]
  - d. Code Enforcement Report [14]
- 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** [15]
- 10) **Adjournment**

Click the Zoom link below and join us for the council meeting

Zoom Link: <https://us02web.zoom.us/j/81284750047?pwd=HYoJ4yrypUA3MCszBECugBabgieQz0.1>

*\*\*\*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  
June 11, 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, June 11, 2025, at 5:30 P.M. Mayor Gene Cox, and the following council were present: Goetz, Cerney, Reichert, Jensen, and Kemnitz. Carlson was absent. City Administrator/Finance Officer Beck was present via zoom.

**AGENDA:**

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

**MINUTES:**

Moved by Goetz, second by Cerney and carried, to approve the regular meeting minutes from May 14, 2025.

**NEW BUSINESS:**

**Water/Sewer Department**

**PAY REQUEST NO. 4** – Moved by Kemnitz, second by Reichert and carried, to approve pay request no. 4 to Preload, LLC in the amount of \$285,959.70 for the water tank and main project.

**PAY REQUEST NO. 3** – Moved by Cerney, second by Goetz and carried, to approve pay request no. 3 to Crow River Construction in the amount of \$139,601.25 for the water line project.

**PAY REQUEST NO. 3** – Moved by Cerney, second by Reichert and carried, to approve pay request no. 3 to Muth Electric in the amount of \$156,987.00 for the water treatment plant project.

**Police Department**

**STEP INCREASE** – Moved by Goetz, second by Kemnitz and uncompleted due to no vote, to approve a step increase for Ramiro Romero, increasing his hourly wage from \$24.36 to \$26.36 effective May 19, 2025. Moved by Reichert, second by Cerney and carried, to rescind previous motion. Moved by Cerney, second by Goetz and carried, to approve a step increase for police officer Ramiro Romero, increasing his hourly wage from \$24.36 to \$25.26 effective May 19, 2025.

**STEP INCREASE** – Moved by Reichert, second by Cerney and carried, to approve a step increase for dispatcher Mark Kaiser, increasing his hourly wage from \$26.03 to \$26.36 effective May 19, 2025.

**Finance Department**

**TEMPORARY LIQUOR PERMIT** – Hearing no opinion for or against, moved by Goetz, second by Cerney and carried, to approve a temporary liquor license to Mobridge Rodeo Inc. for the Sitting Bull Stampede rodeo July 1-4, 2025 at the Mobridge Rodeo Grounds.

**MALT BEVERAGE LICENSE** - Hearing no opinion for or against, moved by Jensen, second by Cerney and carried, to approve a malt beverage license for JDU Enterprises, LLC dba Oahe Pizza located at Lot 12, Block 10, Original Townsite aka 112 Main Street, Mobridge, SD.

**DEPOSIT RETURN** – Moved by Kemnitz, second by Reichert and carried, to approve the return of the deposit to Mike Szczur for the application of moving a building on a city street.

**STREET DEPT PT SEASONAL HIRE** – Moved by Cerney, second by Kemnitz and carried, to approve new hire part time seasonal Tristan Sippert as mower at \$18.00 per hour effective May 19, 2025.

**CEMETERY DEED** - Moved by Kemnitz, second by Goetz and carried, to approve the following cemetery deed: the City of Mobridge to Monica Bone Club transferring Grave 1, Lot 15, Block O in Greenwood Cemetery.

**SURPLUS PROPERTY OFFER** - Moved by Jensen, second by Reichert and carried, to approve the offer for the surplus street sweeper of \$8,000 from the Town of Pollock.

Mobridge City Council – June 11, 2025

**DISCUSSION AND INFORMATION:**

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

**BUILDING PERMITS** – The following building permits were approved for the month of May 2025: Sheila Unterseher, 409 2nd Ave East, Replacing back fence/pouring concrete patio & sidewalk/installing sprinkler system; Susan & Dave Vowell, 821 6th Ave West, Installing 3 egress windows and landscaping improvements; Brett Fischer, 200 12th Street East, 6' Fence ; Gary Frank Guentzel, 1918 Kennedy Memorial Dr, 52'x18' Garage Addition; Richard Schleve, 811 16th Street West, 3'x8' Deck Addition; Mike Szczur, 322 9th Ave East, New 14x56 Trailer House; Theodore & Elizabeth Ford, 1218 3rd Ave West, Chain link fence; Wade & Jenny While, 106 17th Ave East, 45'x64' Garage; Chelsea Prasek & Justin Jungwirth, 220 12th Street West, 24"x48" Egress Window; Circle K Gas Station, 505 East Grand Crossing, Repair parking lot pavement; Gordon & Diane Hintz, 806 2nd Ave East, Replacing Sections of sidewalk on south side of house ; Angela Falk, 1006 2nd Ave West, Chain link fence; Kyle Beier, 1004 4th Ave East, Chain link fence; Matt & Tom Keller, 409 8th Ave East, DEMO House; LeRoy Carlson "Randy Carlson PR", 1310 3rd Ave East, demo house; Matt & Tom Keller, 310 7th Ave East, demo house; Matthew Wirth, 1213 Sunset Ave, Front Door Approach Deck; DR Properties, 10 4th Ave East, Replace existing sidewalk & front patio; DR Properties, 519 4th Ave West, Replacing existing sidewalks & replacing windows; Patti Dame, 12 7th Ave East, Curb, gutter & driveway; LeRoy Farmen, 409 3rd Ave West, Replace 6'x20' shed with a 8'x12' shed.

**SENIOR CENTER** – Greg Mix, President of the Board of Directors for the Mobridge Senior Center, was present to thank the Council for their yearly contribution to the center.

**PUBLIC FORUM AND VISITORS:** John Rothstein addressed the council regarding cemetery headstones.

**PAYMENT OF BILLS:**

Moved by Cerney, second by Reichert and carried, to approve the following bills for payment, pending review by Council:

Aflac, insurance, 683.16; American Red Cross, prof. services, 360.00; Aqua-Pure, chemicals, 4,791.20; AT&T Mobility, telephone/utilities, 1,017.11; Auto Value Mobridge, repair & maintenance/supplies, 588.13; Badger Meter, prof. services, 125.23; Bantz, Gosch & Cremer LLC, attorney services, 146.69; Banyon Data Systems, prof. services, 590.00; Beadle Ford, vehicle maintenance, 697.20; Beadle's Chevrolet GMC, vehicle maintenance, 300.00; Betty Jay, refund, 47.83; Border States, equipment & machinery, 966.24; Brady Fuhrer, travel & conference, 140.17; Bridge City Small Engines, equipment & machinery, 4,899.00; Bridgemark Insurance Solutions, liability insurance, 5,199.00; Bushe Foods's, supplies/concession stand/office supplies, 1,012.52; Cam Wal Electric, street lights/utilities, 396.15; Cardmember Services, prof. services/uniform & equipment/publishing, 1,739.92; Center Point Large Print, books, 50.34; Central Diesel, truck maintenance, 1,896.49; Century Business Products, copier lease/supplies, 505.12; Charles Saverly, refund, 100.00; Coke Cola, concession stand, 1,227.50; Credit Collections Bureau, garnishment, 520.04; Dacotah Paper Co, supplies, 1,510.86; Dady Drug, supplies, 59.57; Dakota Glass & Alignment, repair & maintenance/vehicle maintenance, 1,456.97; Daktronics, Inc., tennis/ball fields, 55,022.00; Dash Medical Gloves, supplies, 326.08; Davis Martin, contract labor, 6,895.00; Deb Anderson, refund, 37.70; Delta Dental of SD, dental, 701.10; Deputy Finance, postage, 71.42; Dish TV, utilities, 66.10; Faehnrich Construction, repair & maintenance, 500.00; First Interstate Bank, HSA contributions/payroll tax, 40,177.47; Fleet Services, gasoline/vehicle maintenance, 2,434.71; Gas-N-Goodies, gasoline, 73.68; Grand Central, vehicle maintenance/gasoline, 338.22; Graymont, chemicals, 5,727.55; Gregg's Drilling & Excavating, repair & maintenance/tennis/baseball, 11,727.55; Hach Company, chemicals, 225.11; Hawkins, chemicals, 5,452.25; Heartland Waste Management, other services/city clean-up/prof services, 29,296.10; Heiman Fire Equipment, supplies/equipment, 487.96; High Point Network, computer software & hardware, 3,049.85; Homestead Building Supplies, repair & maintenance/tennis & ball fields, 441.70; Hub City Roofing, building maintenance/repair & maintenance, 435.00; Ingram, books, 512.33; Jamie Dieterle, travel & conference, 14.00; Jansen Rock & Sand, prof. services/hot and cold mix/street resurface, 42,674.46; KCL, insurance, 503.89; Language Line Services, prof. services, 90.00; MAS Modern Marketing, supplies, 525.45; Mastercard, other services/repair & maintenance/travel & conference/uniforms/supplies/computer software & hardware, 3,521.16; Mcleod County Social Services Child Support, garnishment, 760.80; MDU, utilities/street lights, 16,708.38; Merkel's Foods, supplies, 38.74; Mike Nehls, computer software & hardware, 37.16; Milbank Winwater Works, supplies, 1,041.86; Milliken Electric, tennis & ball fields, 11,220.74; Minnesota Valley Testing Lab, water samples, 86.25; Mobridge Candy, concession

Mobridge City Council – June 11, 2025

stand/supplies, 2,659.92; Mobridge Chamber of Commerce, prof. services/refund, 11,322.09; Mobridge Climate Control, repair & maintenance, 131.58; Mobridge Gas, prof. services, 24.00; Mobridge Hardware, supplies/yard work/office supplies/spraying, 3,152.93; Mobridge Manufacturing, tennis/ball fields, 17,625.00; Mobridge Regional Hospital, prof. services, 40.00; Mobridge Rotary Club, prof. services, 280.00; Mobridge Tribune, publishing, 405.75; Mobridge-Pollock School, refund, 350.00; Moore Engineering, other capital, 66,000.00; Muth Electric, street lights, 2,102.83; NECOG, prof. services, 8,000.00; North Central Steel Systems, building maintenance, 175.81; North Dakota Library Association, travel & conference, 250.00; Oahe Vet, prof. services, 464.17; Office Depot, supplies, 269.00; Patriot Fire & Safety Inc., truck maintenance, 8,817.45; Payment Service Network, credit card fees, 54.95; Plunkett's, prof. services, 148.59; Premier Equipment, repair & maintenance/yard work, 743.09; Railroad Management Company, prof. services, 417.05; Redwood Toxicology Laboratory, supplies, 421.20; Rich Hearing & Tinnitus Center, prof. services, 50.00; Robert End of Horn, refund, 10.00; Roesler Services, repair & maintenance, 2,944.08; Runnings Supply, water meters/equipment maintenance/small tools/vehicle maintenance/yard work/supplies/repair & maintenance, 1,210.63; SD Child Support Payment Center, garnishment, 513.24; SD DANR, prof. services, 1,400.00; SD Dept. of Health, water samples, 469.00; SD Government Finance Officers Assoc., travel & conference, 125.00; SD One Call, prof. services, 65.10; SD Retirement System, retirement, 17,999.36; SD State Treasurer, sales tax, 2,427.76; SDRS Supplemental Retirement, retirement, 400.00; Shirley Lutz, refund, 32.42; Slater Oil & LP, lp gas, 122.42; Sonnel Technologies, computer software & hardware/equipment, 3,060.36; Splashtacular, repair & maintenance, 42,959.00; Tri-State Water, supplies, 54.10; Uniform Center, uniform & equipment, 59.99; US Postal Service, postage, 1,130.93; USDA-Rural Development, loan payment, 5,298.00; Valley Telecommunications, utilities, 817.16; Venture Communications, utilities, 424.09; Verizon, telephone, 90.36; Voyager, diesel/gasoline, 1,705.00; Walworth County Landfill, prof. services, 55.36; Wellmark, insurance, 16,788.04; West River Telecommunications, utilities, 3,877.56.

Salaries: Administration – 9,454.88; City Administrator – 2,375.42; Government Buildings – 720.00; Police – 66,272.38; Fire – 800.00; Street – 14,333.28; Regulation & Inspection – 1,760.16; Pool – 1,328.31; Park – 7,992.00; Library – 10,179.50; Auditorium – 171.96; Housing – 6,230.76; Zoning – 1,087.46; 24/7 – 2,122.14; Water Department – 24,511.95; Sewer Department – 11,667.91 and Airport – 985.75

There being no further business to come before the Council, the meeting adjourned at 5:59 PM on a motion by Kemnitz, second by Cerney and carried.

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Heather Beck, Finance Officer/City Administrator

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Gene Cox, Mayor

Published once at the total approximate cost of \$



# Progress Estimate - Lump Sum Work

## Contractor's Application

For (Contract):		ONE (1) 1.0 MG GROUND STORAGE TANK		24-PD003		Application Number: FIVE (05)	
Application Period: 06/01/2025 TO 06/30/2025				Application Date: 6/27/2025			
WATER TANK & WATER MAIN IMPROVEMENTS		Work Completed		Material Presently Stored (not in C or D)		Total Completed and Stored to Date (C + D + E)	
Specification Section No.	A Description	B Scheduled Value (\$)	C From Previous Application (C+D)	D This Period	E	F	G
	ONE (1) 1.0 MG GROUND STORAGE TANK						
	GENERAL (\$336,712)						
A.00							
A.01	Bond	\$25,131.00	\$25,131.00			\$25,131.00	100.0%
A.02	Tank Design Drawings & Calculations	\$125,659.00	\$125,659.00			\$125,659.00	100.0%
A.03	Tank Mobilization	\$175,922.00	\$175,922.00			\$175,922.00	100.0%
C.00	TANK STEWARDSHIP (\$805,800)						
C.01	Mobilization	\$140,000.00	\$70,000.00			\$70,000.00	50.0%
C.02	Storm Water Management	\$8,250.00	\$4,250.00			\$4,250.00	50.0%
C.03	Soil Erosion & Control	\$35,000.00	\$26,250.00			\$26,250.00	75.0%
C.04	Tank Excavation	\$154,000.00	\$154,000.00			\$154,000.00	100.0%
C.05	Structural Fill & Leveling Course Under Tank	\$216,500.00	\$216,500.00			\$216,500.00	100.0%
C.06	Underlump Piping, Valves & Fittings	\$116,800.00	\$116,800.00			\$116,800.00	100.0%
C.07	Stabilized Work Areas	\$82,000.00	\$82,000.00			\$82,000.00	100.0%
C.08	Backfill & Site Restoration	\$53,000.00					
D.00	FLOOR (\$374,288)						
D.01	Forming Forms	\$21,809.00	\$21,809.00			\$21,809.00	100.0%
D.02	Reinforcing	\$86,950.00	\$43,475.00	\$43,475.00		\$86,950.00	100.0%
D.03	Place Floor/Finishing Concrete	\$265,479.00		\$265,479.00		\$265,479.00	100.0%
E.00	WALL (\$434,808)						
E.01	Install Beds	\$33,962.00	\$33,962.00			\$33,962.00	100.0%
E.02	Form/Reinforce/Pour Panels	\$212,825.00	\$42,565.00	\$170,260.00		\$212,825.00	100.0%
E.03	Erect Panels	\$84,903.00				\$84,903.00	
E.04	Joints and Curb	\$33,962.00				\$33,962.00	
E.05	Shuttering Diaphragm	\$69,156.00				\$69,156.00	
F.00	DOMES (\$419,115)						
F.01	Erect Shoring	\$33,880.00				\$33,880.00	
F.02	Erect Formwork	\$25,410.00				\$25,410.00	
F.03	Reinforcing	\$94,635.00				\$94,635.00	
F.04	Place Dome Concrete	\$239,780.00				\$239,780.00	
F.05	Remove Formwork	\$25,410.00				\$25,410.00	
H.00	PRESTRESS (\$118,363)						
H.01	Prestress	\$63,126.00				\$63,126.00	
H.02	Wire Coat	\$26,303.00				\$26,303.00	
H.03	Body coat	\$23,673.00				\$23,673.00	
H.04	Final Coat	\$5,261.00				\$5,261.00	
J.00	MISCELLANEOUS (\$182,639)						
J.01	Tank Pipe, Fittings & Assemblies	\$79,739.00				\$79,739.00	
J.02	Ladder/Vent/Flash/Misc. Metals	\$71,456.00				\$71,456.00	
J.03	Paint	\$31,444.00				\$31,444.00	
CO.00	CHANGE ORDERS						
CO.01	Electrical	\$69,300.00				\$69,300.00	
		\$2,730,975.00	\$1,138,323.00	\$479,214.00		\$1,617,537.00	59.2%
						\$1,113,438.00	

# Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract): ONE (1) 1.0 MG GROUND STORAGE TANK						Application Number: FIVE (05)				
Application Period: 06/01/2025 TO 06/30/2025						Application Date: 45835				
A				B	C	D	E	F		
Item		Bid Item Quantity	Unit Price	Bid Item Value (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description									
SITEWORK (\$168,825)										
C01.00	High Flow Silt Fence	675	\$7.00	\$4,725.00	338	\$2,366.00		\$2,366.00	50.1%	\$2,359.00
C01.01	12" Diameter Erosion Control Waffle	100	\$9.00	\$900.00						\$900.00
C01.02	Water Main 16" DIP	10	\$5,050.00	\$50,500.00						\$50,500.00
C01.03	Unclassified Excavation	1150	\$12.00	\$13,800.00	575	\$6,900.00		\$6,900.00	50.0%	\$6,900.00
C01.04	Gravel Surfacing	500	\$48.00	\$24,000.00	375	\$18,000.00		\$18,000.00	75.0%	\$6,000.00
C01.05	Subbase	1200	\$5.00	\$6,000.00	600	\$3,000.00		\$3,000.00	50.0%	\$3,000.00
C01.06	Reinforcement Fabric (MSF)	1200	\$7.00	\$8,400.00						\$8,400.00
C01.07	Remove & Replace Topsoil	5750	\$2.00	\$11,500.00	2875	\$5,750.00		\$5,750.00	50.0%	\$5,750.00
C01.08	Type D Permanent Seed Mixture	5750	\$2.00	\$11,500.00						\$11,500.00
C01.09	Matching	5750	\$2.00	\$11,500.00						\$11,500.00
C01.10	Water for Vegetation	70	\$250.00	\$17,500.00						\$17,500.00
C01.11										
Totals				\$160,325.00		\$36,016.00		\$36,016.00	22.5%	\$124,309.00

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Mobridge, SD</u> <b>Engineer:</b> <u>Moore Engineering, Inc.</u> <b>Contractor:</b> <u>Crow River Construction, LLC</u> <b>Project:</b> <u>Water Storage Tank and Transmission Line</u> <b>Contract:</b> <u>Contract 2 - Water Transmission Line</u>	<b>Owner's Project No.:</b> _____ <b>Engineer's Project No.:</b> <u>22361</u> <b>Contractor's Project No.:</b> <u>90</u>																								
<b>Application No.:</b> <u>4</u> <b>Application Date:</b> <u>7/7/2025</u> <b>Application Period:</b> <b>From</b> <u>5/31/2025</u> <b>to</b> <u>6/28/2025</u>																									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Original Contract Price</td> <td style="width: 30%; text-align: right;">\$ 1,749,485.00</td> </tr> <tr> <td>2. Net change by Change Orders</td> <td style="text-align: right;">\$ 856,515.00</td> </tr> <tr> <td>3. Current Contract Price (Line 1 + Line 2)</td> <td style="text-align: right;">\$ 2,606,000.00</td> </tr> <tr> <td>4. Total Work completed and materials stored to date (Sum of Column J Unit Price Total)</td> <td style="text-align: right;">\$ 1,384,101.46</td> </tr> <tr> <td>5. Retainage</td> <td></td> </tr> <tr> <td>    a. 10% X \$ 1,258,796.50 Work Completed</td> <td style="text-align: right;">\$ 125,879.65</td> </tr> <tr> <td>    b. 10% X \$ 125,304.96 Stored Materials</td> <td style="text-align: right;">\$ 12,530.50</td> </tr> <tr> <td>    c. Total Retainage (Line 5.a + Line 5.b)</td> <td style="text-align: right;">\$ 138,410.15</td> </tr> <tr> <td>6. Amount eligible to date (Line 4 - Line 5.c)</td> <td style="text-align: right;">\$ 1,245,691.31</td> </tr> <tr> <td>7. Less previous payments (Line 6 from prior application)</td> <td style="text-align: right;">\$ 531,698.97</td> </tr> <tr> <td>8. Amount due this application</td> <td style="text-align: right;">\$ 713,992.34</td> </tr> <tr> <td>9. Balance to finish, including retainage (Line 3 - Line 6)</td> <td style="text-align: right;">\$ 1,360,308.69</td> </tr> </table>		1. Original Contract Price	\$ 1,749,485.00	2. Net change by Change Orders	\$ 856,515.00	3. Current Contract Price (Line 1 + Line 2)	\$ 2,606,000.00	4. Total Work completed and materials stored to date (Sum of Column J Unit Price Total)	\$ 1,384,101.46	5. Retainage		a. 10% X \$ 1,258,796.50 Work Completed	\$ 125,879.65	b. 10% X \$ 125,304.96 Stored Materials	\$ 12,530.50	c. Total Retainage (Line 5.a + Line 5.b)	\$ 138,410.15	6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,245,691.31	7. Less previous payments (Line 6 from prior application)	\$ 531,698.97	8. Amount due this application	\$ 713,992.34	9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 1,360,308.69
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<b>Payment Recommended By Engineer</b> \$ <u>713,992.34</u> <div style="text-align: center; font-size: small;">(Line 8 or other - attach explanation of the other amount)</div>																									
<b>Payment Approved by Owner</b> \$ _____ <div style="text-align: center; font-size: small;">(Line 8 or other - attach explanation of the other amount)</div>																									
<b>Contractor's Certification</b> The undersigned Contractor certifies, to the best of its knowledge, the following: (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.																									
<b>Contractor:</b> <u>Crow River Construction LLC</u> <b>Signature:</b> <u>Christopher DeLong</u> <b>Date:</b> <u>6/30/2025</u>																									
<b>Recommended by Engineer</b> <b>By:</b> <u>Michael Linder</u> <b>Title:</b> <u>Professional Engineer - Moore Engineering Inc.</u> <b>Date:</b> <u>7/1/2025</u>	<b>Approved by Owner</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____																								
<b>Approved by Funding Agency</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____																									



**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

Owner:	City of Moberly, MO	Owner's Project No.:	0
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	22361
Contractor:	Crow River Construction, LLC	Contractor's Project No.:	99
Project:	Water Storage Tank and Transmission Line		
Contract:	Contract 2 - Water Transmission Line		

Application P4		4		Application Period: From		5/31/2025		6/28/25		6/28/2025		Application Date: 7/1/2025	
A	B	C	D	E	F	G	H	I	J	K	L		
Bid Item No.	Description	Current Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C x E) (\$)	Estimated Quantity Installed This Period	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E x G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)	
													Current Contract
Contract 2, Water Transmission Line:													
Alternate B, North Portion and South Values													
2.8.1	12000.0000 Mobilization	1.00	L SUM	\$ 170,000.00	\$ 170,000.00	0.50	1.00	\$ 170,000.00		\$ 170,000.00	100%	\$ -	
2.8.2	6.34E+122 Traffic Control Miscellaneous	1.00	L SUM	\$ 4,500.00	\$ 4,500.00		1.00	\$ 4,500.00		\$ 4,500.00	100%	\$ -	
2.8.3	15000.00 Storm Water Management	1.00	L SUM	\$ 1,750.00	\$ 1,750.00	0.25	0.50	\$ 875.00		\$ 875.00	50%	\$ 875.00	
2.8.4	7.34E+156 12" Diameter Erosion Control Wattle	500.00	LF	\$ 3.50	\$ 1,750.00		0.00	\$ -		\$ -	0%	\$ 1,750.00	
2.8.5	24116.00 Water Tower - Remove	1.00	L SUM	\$ 210,000.00	\$ 210,000.00		0.80	\$ 168,000.00		\$ 168,000.00	80%	\$ 42,000.00	
2.8.6	28213.33 Removal of Asbestos Concrete Pipe (ACP)	50.00	LF	\$ 95.00	\$ 4,750.00	9.00	9.00	\$ 855.00		\$ 855.00	18%	\$ 3,895.00	
2.8.7	331413.00 Water Main - 4"	55.00	LF	\$ 300.00	\$ 16,500.00		0.00	\$ -		\$ -	0%	\$ 16,500.00	
2.8.8	331413.00 Water Main - 6"	350.00	LF	\$ 300.00	\$ 105,000.00	83.00	83.00	\$ 24,900.00		\$ 24,900.00	24%	\$ 80,100.00	
2.8.9	331413.00 Watermain - 12"	16.00	LF	\$ 850.00	\$ 13,600.00		0.00	\$ -		\$ -	0%	\$ 13,600.00	
2.8.10	331413.00 Water Main - 16"	6,600.00	LF	\$ 185.00	\$ 1,221,000.00	1,927.00	1,927.00	\$ 356,495.00	\$ 125,304.96	\$ 481,799.96	39%	\$ 799,200.04	
2.8.11	331417.00 Water Service Connection - 1"	4.00	EA	\$ 1,400.00	\$ 5,600.00		0.00	\$ -		\$ -	0%	\$ 5,600.00	
2.8.12	331417.00 Water Service Line - 1"	250.00	LF	\$ 65.00	\$ 16,250.00		0.00	\$ -		\$ -	0%	\$ 16,250.00	
2.8.13	331417.00 Curb Stop and Box - 1"	4.00	EA	\$ 875.00	\$ 3,500.00		0.00	\$ -		\$ -	0%	\$ 3,500.00	
2.8.14	331419.00 Gate Valve & Box - 4"	4.00	EA	\$ 2,500.00	\$ 10,000.00		0.00	\$ -		\$ -	0%	\$ 10,000.00	
2.8.15	331419.00 Gate Valve & Box - 6"	7.00	EA	\$ 3,000.00	\$ 21,000.00	3.00	3.00	\$ 9,000.00		\$ 9,000.00	43%	\$ 12,000.00	
2.8.16	331419.00 Gate Valve & Box - 12"	1.00	EA	\$ 7,650.00	\$ 7,650.00		0.00	\$ -		\$ -	0%	\$ 7,650.00	
2.8.17	331419.00 Gate Valve & Box - 16"	8.00	EA	\$ 17,100.00	\$ 136,800.00	3.00	3.00	\$ 51,300.00		\$ 51,300.00	38%	\$ 85,500.00	
2.8.18	331419.00 Hydrant - 6"	4.00	EA	\$ 9,500.00	\$ 38,000.00	1.00	1.00	\$ 9,500.00		\$ 9,500.00	25%	\$ 28,500.00	
2.8.19	451E4400 Pipe Insulation	256.00	SF	\$ 10.00	\$ 2,560.00	256.00	256.00	\$ 2,560.00		\$ 2,560.00	100%	\$ -	
2.8.20	451E4750 Meter Pit	2.00	EA	\$ 30,000.00	\$ 60,000.00		0.00	\$ -		\$ -	0%	\$ 60,000.00	
2.8.21	451E0010 12" PVC Encasement Pipe	55.00	LF	\$ 500.00	\$ 27,500.00	55.00	55.00	\$ 27,500.00		\$ 27,500.00	100%	\$ -	
2.8.22	451E0020 24" PVC Encasement Pipe	53.00	LF	\$ 875.00	\$ 46,375.00	53.00	53.00	\$ 46,375.00		\$ 46,375.00	100%	\$ -	
2.8.23	PLANS Gravel Patching	75.00	SV	\$ 20.00	\$ 1,500.00		0.00	\$ -		\$ -	0%	\$ 1,500.00	
2.8.24	330507.13 Directional Drill - 16"	404.00	LF	\$ 550.00	\$ 222,200.00	404.00	404.00	\$ 222,200.00		\$ 222,200.00	100%	\$ -	
2.8.25	620E4100 Remove Fence for Reset	300.00	LF	\$ 4.50	\$ 1,350.00	36.00	36.00	\$ 162.00		\$ 162.00	12%	\$ 1,188.00	
2.8.26	620E4100 Reset Fence	300.00	SV	\$ 6.00	\$ 1,800.00		0.00	\$ -		\$ -	0%	\$ 1,800.00	
2.8.27	2.30E+102 Remove and Replace Topsoil	17,000.00	SV	\$ 2.75	\$ 46,750.00		7,000.00	\$ 19,250.00		\$ 19,250.00	41%	\$ 27,500.00	
2.8.28	7.30E+108 Type D Permanent Seed Mixture	17,000.00	SV	\$ 0.20	\$ 3,400.00		0.00	\$ -		\$ -	0%	\$ 3,400.00	
2.8.29	7.32E+102 Mulching	17,000.00	SV	\$ 0.80	\$ 13,600.00		0.00	\$ -		\$ -	0%	\$ 13,600.00	
2.8.30	120E6300 Water for Vegetation	225.00	K GAL	\$ 50.00	\$ 11,250.00		0.00	\$ -		\$ -	0%	\$ 11,250.00	
2.8.31	PLANS Sample Station	1.00	L SUM	\$ 10,000.00	\$ 10,000.00		0.00	\$ -		\$ -	0%	\$ 10,000.00	
Bolted - Current Item Quantity indicates a change due to a Change Order					Current Contract Totals \$ 2,435,935.00			\$ 1,113,472.00	\$ 125,304.96	\$ 1,238,776.96	51%	\$ 1,197,558.04	

**Change Order No. 1**

CO1.1	12000 Mobilization	1.00	L SUM	\$88,000.00	\$ 88,000.00	0.50	1.00	\$ 88,000.00		\$ 88,000.00	100%	\$ -
CO1.2	7.34E+156 12" Diameter Erosion Control Wattle	200.00	LF	\$0.35	\$ 70.00		0.00	\$ -		\$ -	0%	\$ 70.00
CO1.3	331413 Water Main - 16"	2,350.00	EA	\$18.50	\$ 43,475.00	1,927.00	1,927.00	\$ 35,649.50		\$ 35,649.50	82%	\$ 7,825.50
CO1.4	331417 Water Service Connection - 1"	3.00	LF	\$140.00	\$ 420.00		0.00	\$ -		\$ -	0%	\$ 420.00
CO1.5	331417 Water Service Line - 1"	225.00	EA	\$6.50	\$ 1,462.50		0.00	\$ -		\$ -	0%	\$ 1,462.50
CO1.6	331417 Curb Stop and Box - 1"	3.00	EA	\$87.50	\$ 262.50		0.00	\$ -		\$ -	0%	\$ 262.50
CO1.7	331417 Water Service Connection - 1-1/4"	1.00	EA	\$1,705.00	\$ 1,705.00		0.00	\$ -		\$ -	0%	\$ 1,705.00
CO1.8	331417 Water Service Line - 1-1/4"	50.00	LF	\$74.80	\$ 3,740.00		0.00	\$ -		\$ -	0%	\$ 3,740.00
CO1.9	331417 Curb Stop and Box - 1-1/4"	1.00	EA	\$1,100.00	\$ 1,100.00		0.00	\$ -		\$ -	0%	\$ 1,100.00
CO1.10	331417 Water Service Connection - 1-1/2"	1.00	EA	\$1,760.00	\$ 1,760.00		0.00	\$ -		\$ -	0%	\$ 1,760.00
CO1.11	331417 Water Service Line - 1-1/2"	50.00	LF	\$77.00	\$ 3,850.00		0.00	\$ -		\$ -	0%	\$ 3,850.00
CO1.12	331417 Curb Stop and Box - 1-1/2"	1.00	EA	\$1,265.00	\$ 1,265.00		0.00	\$ -		\$ -	0%	\$ 1,265.00

**Progress Estimate - Unit Price Work**

Owner:	City of Moberge, SD	Owner's Project No.:	0
Engineer:	Moore Engineering, Inc.	Engineer's Project No.:	22361
Contractor:	Crow River Construction, LLC	Contractor's Project No.:	90
Project:	Water Storage Tank and Transmission Line		
Contract:	Contract 2 - Water Transmission Line		

**Contractor's Application for Payment**

Application P4		4		Application Period:		From		5/31/2025		06/28/75		6/28/2025		Application Date:		7/1/2025											
A		B		C		D		E		F		G		H		I		J		K		L					
				Contract Information								Work Completed															
Bid Item No.		Description		Current Item Quantity		Units		Unit Price (\$)		Value of Bid Item (C X E)		Estimated Quantity Installed This Period		Estimated Quantity Incorporated in the Work		Value of Work Completed to Date (E X G)		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)			
COI.13	331419	Gate Valve & Box - 16"		1.00	EA			\$1,710.00	\$	1,710.00		1.00		1.00	\$	1,710.00		\$	1,710.00			100%	\$	-			
COI.14	PLANS	Gravel Patching		40.00	SY			\$2.00	\$	80.00				0.00	\$	-		\$	18,040.00			0%	\$	80.00			
COI.15	330507.13	Directional Drill - 16"		328.00	LF			\$55.00	\$	18,040.00		328.00		328.00	\$	18,040.00		\$	1,925.00			100%	\$	-			
COI.16	2.30E+102	Remove and Replace Topsoil		7,000.00	SY			\$0.28	\$	1,925.00				7,000.00	\$	1,925.00		\$	-			0%	\$	140.00			
COI.17	7.30E+208	Type D Permanent Seed Mixture		7,000.00	SY			\$0.02	\$	140.00				0.00	\$	-		\$	-			0%	\$	560.00			
COI.18	7.32E+102	Mulching		7,000.00	SY			\$0.08	\$	560.00				0.00	\$	-		\$	-			0%	\$	500.00			
COI.19	120E6300	Water for Vegetation		100.00	K GAL			\$5.00	\$	500.00				0.00	\$	-		\$	-			0%	\$	500.00			
				Change Order Totals				\$		170,065.00					\$	145,324.50		\$	-			85%	\$	24,740.50			
										Current Contract and Change Orders																	
										Project Totals																	
										\$		2,606,000.00				\$	1,258,796.50		\$	125,304.96		\$	1,384,101.46		53%	\$	1,221,898.54
										Change Order Summary																	
												Additions				Deductions								Net Change			
												\$		856,515.00				\$						\$		856,515.00	
												Change Order Totals		\$		856,515.00								\$		856,515.00	

## Contractor's Application for Payment

Owner's Project No.:	0
Engineer's Project No.:	2236
Contractor's Project No.:	90

From	05/31/25	to	06/28/25	Application Date:					06/30/25
F	G	H	I	J	K	L	M		
Application No. When Materials Placed In Storage	Previous Amount Stored (\$)	Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining In Storage (L-M) (\$)		
2	-	232,478.80	232,478.80		107,173.84	107,173.84	125,304.96		
2	-	4,788.00 12,472.80	4,788.00 12,472.80		4,788.00 12,472.80	4,788.00 12,472.80	-		
2	-	17,924.53	17,924.53		17,924.53	17,924.53	-		
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CHANGE ORDER NO.: 2

Owner: City of Mobridge, SD  
Engineer: Moore Engineering, Inc.  
Contractor: Crow River Construction LLC  
Project: Water Storage Tank and Transmission Line  
Contract Name: Contract 2 - Water Transmission Line  
Date Issued: 7/1/2025  
Owner's Project No.:  
Engineer's Project No.: 22361  
Contractor's Project No.:  
Effective Date of Change Order: 7/9/2025

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

Description: Deductive Change Order for gate valves to be installed on the project. Removal of a 12" Gate Valve and an additional 6" Gate Valve.

Attachments: Exhibit A

Change in Contract Price	Change in Contract Times
Original Contract Price:  \$ 1,749,485.00	Original Contract Times: Substantial Completion: September 20, 2025 Ready for Final Payment: October 4, 2025
Increase from previously approved Change Orders No. 0 to No. 1  \$ 856,515.00	Increase from previously approved Change Orders No. 0 to No. 1 Substantial Completion: None. Ready for Final Payment: None.
Contract Price prior to this Change Order:  \$ 2,606,000.00	Contract Times prior to this Change Order: Substantial Completion: September 20, 2025 Ready for Final Payment: October 4, 2025
Decrease this change order:  \$ -4,650.00	Increase this Change Order: Substantial Completion: None. Ready for Final Payment: None.
Contract Price incorporating this Change Order:  \$ 2,601,350.00	Contract Times with all approved Change Orders: Substantial Completion: September 20, 2025 Ready for Final Payment: October 4, 2025

Recommended by Engineer (If required)

By: Michael Jordan  
Title: Professional Engineer - Moore Engineering Inc.  
Date: 7/1/2025  
Authorized by Owner

Accepted by Contractor

By: Christopher DeLong  
Title: Project Manager  
Date: 7/01/2025  
Approved by Funding Agency (if applicable)

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**CHANGE ORDER NO.: 2**

<u>Item No. &amp; Description</u>			<u>Unit</u>	<u>Quantity</u>		<u>Bid Unit Price</u>	<u>Decrease in</u> <u>Contract Price</u>	<u>Increase in</u> <u>Contract Price</u>
<b><u>Contract 2 - Water Transmission Line: Alternate B: North Portion and South Valves</u></b>								
2.B.14	331419	Gate Valve & Box - 6"	EA	1.00	\$	3,000.00		\$ 3,000.00
2.B.15	331419	Gate Valve & Box - 12"	EA	(1.00)	\$	7,650.00	\$ (7,650.00)	
							<hr/>	
<b>TOTALS</b>							<b>\$ (7,650.00)</b>	<b>\$ 3,000.00</b>
<b>NET CHANGE IN CONTRACT PRICE</b>								<b>\$ (4,650.00)</b>

**JUSTIFICATION:**

Deductive Change Order for gate valves to be installed on the project. Removal of a 12" Gate Valve and an additional 6" Gate Valve.

1.

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Mobridge</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Moore Engineering, Inc.</u>	<b>Engineer's Project No.:</b> <u>22024</u>
<b>Contractor:</b> <u>Sentry</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Water Treatment Plant Rehabilitation</u>	
<b>Contract:</b> <u>Contract No. 1: Water Treatment Plant General Construction</u>	
<b>Application No.:</b> <u>5</u>	<b>Application Date:</b> <u>7/1/2025</u>
<b>Application Period:</b> <u>From 5/3/2025</u> <b>to</b> <u>6/27/2025</u>	

1. Original Contract Price	\$ 2,689,900.00
2. Net change by Change Orders	\$ 53,748.26
3. Current Contract Price (Line 1 + Line 2)	\$ 2,743,648.26
4. Total Work completed and materials stored to date (Sum of Column J Unit Price Total)	\$ 1,723,590.55
5. Retainage	
a. 10% X \$ 1,723,590.55 Work Completed	\$ 172,359.06
b. _____ X \$ _____ Stored Materials	\$ _____
c. Total Retainage (Line 5.a + Line 5.b)	\$ 172,359.06
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,551,231.49
7. Less previous payments (Line 6 from prior application)	\$ 1,345,605.16
8. Amount due this application	\$ 205,626.33
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 1,192,416.77

Payment Recommended By Engineer      \$ 205,626.33  
(Line 8 or other - attach explanation of the other amount)

Payment Approved by Owner              \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Sentry - Jeremy McBratney

**Signature:** \_\_\_\_\_ **Date:** 7-1-25

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u>Michael Linder</u>	<b>By:</b> _____
<b>Title:</b> <u>Professional Engineer - Moore Engineering Inc.</u>	<b>Title:</b> _____
<b>Date:</b> <u>7/1/2025</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Progress Estimate - Unit Price Work**

Owner:	City of Moberg	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		

**Contractor's Application for Payment**

Application No.: 5      Application Period: From 5/3/2025 to 6/27/2025      Application Date: 7/1/2025

A	B	C			D		E		F		G		H		I	J	K	L
		Contract Information	Current Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C x E) (\$)	Estimated Quantity Installed This Period	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E x G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (I / F) (%)	Balance to Finish (F - J) (\$)					
Bid Item No.	Description																	
Change Order Summary																		
	Change Order No. 1																	
	Change Order No. 2																	
	Change Order No. 3																	
	Change Order No. 4																	
	Change Order No. 5																	
	Change Order No. 6																	
	Change Order No. 7																	
	Change Order No. 8																	
	Change Order Totals																	



### **Contractor's Application for Payment**

Owner's Project No.: 0  
Engineer's Project No.: 22024  
Contractor's Project No.: 0

Current Contract and Change Orders				
Project Totals	\$ 2,743,646.26		\$ 1,723,590.55	\$ -
			\$ 1,723,590.55	63%
				\$ 1,020,057.71



### Contractor's Application for Payment

<b>Owner:</b> <u>City of Mobridge</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Moore Engineering, Inc.</u>	<b>Engineer's Project No.:</b> <u>22024</u>
<b>Contractor:</b> <u>Muth Electric, Inc.</u>	<b>Contractor's Project No.:</b> <u>4352</u>
<b>Project:</b> <u>Water Treatment Plant Rehabilitation</u>	
<b>Contract:</b> <u>Contract No. 2: Water Treatment Plant Electrical Construction</u>	
<b>Application No.:</b> <u>4</u>	<b>Application Date:</b> <u>6/27/2025</u>
<b>Application Period:</b> <u>From</u> <u>6/1/2025</u> <u>to</u> <u>6/30/2025</u>	

1. Original Contract Price	\$ 689,573.00
2. Net change by Change Orders	\$ 2,624.00
3. Current Contract Price (Line 1 + Line 2)	\$ 692,197.00
4. Total Work completed and materials stored to date (Sum of Column J Unit Price Total)	\$ 255,526.00
5. Retainage	
a. <u>10%</u> X \$ 255,526.00 Work Completed	\$ 25,552.60
b. _____ X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 25,552.60
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 229,973.40
7. Less previous payments (Line 6 from prior application)	\$ 207,176.40
8. Amount due this application	\$ 22,797.00
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 462,223.60

Payment Recommended By Engineer      \$ 22,797.00  
(Line 8 or other - attach explanation of the other amount)

Payment Approved by Owner              \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

### Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Muth Electric, Inc.

**Signature:** *James Olson*      **Date:** 6/27/25

<b>Recommended by Engineer</b> <b>By:</b> <u><i>Michael Gordon</i></u> <b>Title:</b> <u>Professional Engineer - Moore Engineering Inc.</u> <b>Date:</b> <u>6/30/2025</u>	<b>Approved by Owner</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____
<b>Approved by Funding Agency</b> <b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____	<b>By:</b> _____ <b>Title:</b> _____ <b>Date:</b> _____

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 4

APPLICATION DATE: 06/27/25

PERIOD TO: 06/27/25

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+I)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
1	Mobilization	\$83,300.00	\$24,354.00	\$14,740.00		\$39,094.00	46.93%	\$44,206.00	\$0.00
2	Conduit & Fittings	\$211,838.00	\$52,960.00	\$10,590.00		\$63,550.00	30.00%	\$148,288.00	\$0.00
3	Wire & Cable	\$79,602.00	\$3,980.00			\$3,980.00	5.00%	\$75,622.00	\$0.00
4	Service & Distribution	\$44,096.00	\$17,077.00			\$17,077.00	38.73%	\$27,019.00	\$0.00
5	Fixtures	\$1,115.00	\$375.00			\$375.00	33.63%	\$740.00	\$0.00
6	Sub - Data	\$13,176.00					0.00%	\$13,176.00	\$0.00
7	Sub - Controls	\$256,446.00	\$131,450.00			\$131,450.00	51.26%	\$124,996.00	\$0.00
C001	Investigate Electrical Lines	\$2,624.00					0.00%	\$2,624.00	\$0.00
GRAND TOTALS		\$692,197.00	\$230,196.00	\$25,330.00	\$0.00	\$255,526.00	36.92%	\$436,671.00	\$25,552.60

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

**CITY OF MOBRIDGE**  
**APPLICATION FOR SPECIAL EVENT ON-SALE BEVERAGE PERMIT**  
**FOR CURRENT LICENSE HOLDERS**

**PAID**

JUN 20 2023

Under SDCL 35-4 any municipality may issue a special event on-sale license to other person who is licensed pursuant to SDCL 35-4-2 (4) (6) OR (16) (malt beverage) in conjunction with a special event within the municipality. Any license cannot exceed fifteen consecutive days. If there is a street dance, qualified security personnel must be provided to maintain order during the street dance. A fee in the sum of \$200.00 for the first day plus the sum of \$100.00 per day for each day thereafter of the event must accompany this application. (2010)

Name of Applicant: Silver Dollar  
*Organization, club, corporation, individual*

Name of Person Completing Application: Jaidon Spamelny

Address of Applicant: 318 2nd Ave E Mobridge, SD 57601  
*Street address, city, state, zip*

Telephone # of Applicant: 605-848-3113  
*Day Evening Cell*

Name of Event Chairperson (in case of emergency): same as above

Telephone Numbers:  
*Day Evening Cell*

Name of Event:

Purpose of Event: Cornhole Tournament & Street Dance

Date(s) of Event: From: August 19th To and Including: August

Event Times: Start Time: 12:00 pm End Time: 2:00 am

Alcohol Served: Start Time: 12:00 pm End Time: 2:00 am

Type of Alcohol to be served: ☒ Beer ☒ Wine ☒ Liquor

Location of Event (describe location and attach diagram of enclosed area with egress(s) clearly marked where the alcohol is to be possessed or consumed):

Main St between 2nd & 3rd. Inside Silver Dollar and  
outside on the street

Approximate number of persons expected to attend: 100

Describe Security to be Provided and Name of Security:

Gate security to check ID's and keep everything civil.



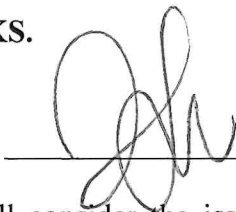
## GENERAL INFORMATION:

In order to qualify for a special permit, the following guidelines must be met:

1. There must be well-defined premises, i.e. building, tent, enclosure, or fenced-in or designated area.
2. There shall be **NO** carryout privileges and **NO** carry-in privileges.
3. Each applicant must designate an individual to be responsible for the event and such person must sign the application.
4. **ANY** and **ALL** persons dispensing or selling, or accepting payment for alcoholic beverages **MUST** be 21 years of age.
5. Legal hours of dispensing alcoholic beverages of Monday through Saturday – 7 AM to 2 AM the following day Sunday and 12 noon to 12 midnight, must be followed.
6. Application **must be** filed with the City of Mobridge at least **60** days prior to the event. Failure to comply is grounds for denial.
7. A copy of the approved permit application must be posted in the most conspicuous place at the location of the event or in possession of the applicant/chairperson of the event at the location site during the time of the event.
8. If the event is held on City property, applicant must obtain Liquor Liability Insurance with limits of at least \$500,000 per occurrence and \$1,000,000 aggregate prior to the event, or the City must be included as a named insured with each applicant on a policy with the set limits above. A copy of the Liquor Liability Insurance shall be submitted to the Finance Office in City Hall at least one week prior to the event **or the permit will be void.**
9. All events are **\$200.00** for the first day plus \$100.00 per day for each day thereafter effective July 1, 2010 (serving past midnight, no later than 2 A.M., is one day)

### 10. NO RAIN CHECKS.

Signature of Applicant



Date

06/20/25

Before the Council will consider the issuance of such special alcoholic beverage permit, the signature of the Chief of Police shall be obtained:

I, Shawn Madison, hereby do not object to the issuance of the special permit applied for above:

  
Signature of Chief of Police

Date

6/27/25

**Return the completed application and appropriate fee to:**

City of Mobridge  
Attn: Finance Officer  
114 1<sup>st</sup> Ave E  
Mobridge, SD 57601

The above application was submitted to the City Council for consideration on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the following action was taken:  
(Date)

Approved \_\_\_\_\_

Denied \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ . CITY OF MOBRIDGE

BY: \_\_\_\_\_  
Mayor

ATTEST:

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

Seal



THIS DOCUMENT PREPARED BY:  
City Of Mobridge  
114 1<sup>st</sup> Ave E  
Mobridge, South Dakota 57601  
605-845-3509

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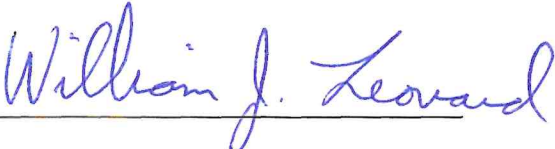
**GREENWOOD CEMETERY DEED**


THIS INDENTURE made this 30 day of June 2025, by and between William J. Leonard and Marie K. Leonard, 1419 12<sup>th</sup> Street SW, Minot, ND 58701-9102 as Grantor and Patricia A. Kraft and Allan E. Kraft, married, 1019 West 8<sup>th</sup> Street, Mobridge, SD 57601 as Grantees,

**WITNESSETH:**

That the Grantors, in consideration of the sum of \$800.00 and other valuable consideration, in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto said Grantee, their heirs and assigns, forever, the exclusive and entire right of interment or sepulture in Graves 3 and 4, Lot 11, Block Q as shown and numbered on the plat of the Greenwood Cemetery 1<sup>st</sup> Addition, now owned by the City of Mobridge, South Dakota, which is on file and of record in the office of the Register of Deeds of Walworth County, South Dakota, and recorded on page 44, Plat Book No. 4 of said Walworth County, South Dakota on November 8, 1961, together with all the ways, rights and privileges and appurtenances thereunto belonging or in anywise appertaining.

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

  
\_\_\_\_\_  
William J. Leonard

  
\_\_\_\_\_  
Marie K. Leonard

STATE South Dakota )  
 :SS Exempt from Transfer Fee SDCL 43-4-22(13)  
COUNTY OF Walworth )

On this 30 day of June 2025, before me, the undersigned officer, a Notary Public, personally appeared William J. Leonard and Marie K. Leonard, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Alicia Naasz  
NOTARY PUBLIC, State of South Dakota  
My commission expires: MY COMMISSION EXPIRES 02-06-26

(SEAL)





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

---

## **GREENWOOD CEMETERY DEED**

THIS INDENTURE made this 9<sup>th</sup> day of July 2025, by and between City of Mobridge, a municipal corporation, of the county of Walworth and the State of South Dakota, Grantor, and Harley Overseth and Carrie Overseth, Married, 802 3<sup>rd</sup> Avenue West, Mobridge, SD 57601.

### **WITNESSETH:**

That the Grantor, in consideration of the sum of \$400.00 and other valuable consideration in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto said Grantee, her heirs and assigns, forever, the exclusive and entire right of interment or sepulture in Grave Number 5, in Lot 115, in Block H as shown and numbered on the plat of the Greenwood Cemetery 1<sup>st</sup> Addition, now owned by the City of Mobridge, South Dakota, which is on file and of record in the office of the Register of Deeds of Walworth County, South Dakota, and recorded on page 44, Plat Book No. 4 of said Walworth County, South Dakota on November 8, 1961, together with all the ways, rights and privileges and appurtenances thereunto belonging or in anywise appertaining.

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

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

ATTEST:

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

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

Seal

State of South Dakota )        ss  
County of Walworth    )

On this \_\_\_\_\_ day of July, A.D. 2025, before me a Notary Public in and for said county and State, personally appeared Gene Cox and Heather Beck known to me to be the Mayor and City Finance Officer respectively, of the City of Mobridge, South Dakota, who executed the annexed instrument as such Mayor and City Finance Officer, and acknowledged to me that they executed the same, and affixed thereto the Corporate Seal of the City of Mobridge.

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

**NORTHEAST COUNCIL OF GOVERNMENTS  
AGREEMENT FOR CDBG ADMINISTRATIVE ASSISTANCE**

THIS AGREEMENT is entered into by and between the City of Mobridge, hereinafter referred to as "GRANTEE" and the Northeast Council of Governments, hereinafter referred to as "DISTRICT".

WHEREAS, the GRANTEE has entered into a grant agreement with the State of South Dakota to receive a Community Development Block Grant award for the renovations to the wastewater treatment plant including aeration basin and blowers, final clarifiers, and sludge dewatering system, within the city; and the GRANTEE desires assistance in meeting the administrative requirements of the Community Development Block Grant program:

NOW, THEREFORE, be it agreed that the DISTRICT will provide the administrative assistance and services as follows upon the request of the GRANTEE; and

- 1) The DISTRICT will assist the GRANTEE in the preparation of the documents and reports as follows:
  - a) Completion of the project's Environmental Review Record and all subsequent environmental documents;
  - b) All periodic financial and project status reports required by the State including payment requests and final performance reports;
  - c) Equal Opportunity Compliance documentation; and
  - d) Any other reports or documents required by the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 2) The DISTRICT will provide the following technical assistance:
  - a) Attend pre-bid, bid opening, and pre-construction meetings as required to provide information on state requirements;
  - b) Assist the GRANTEE in setting up and maintaining administrative files which will contain, as required, the following items: CDBG application, other project funding applications, federal and state agency correspondence, CDBG grant agreement, environmental review record, financial transactions, state monitoring field, special agreements and contracts, labor standards, equal opportunity records, periodic and final performance reports, and audit;
  - c) Assist the GRANTEE in complying with accounting and financial procedures set forth by the State and OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. as requested;
  - d) Assist the GRANTEE in complying with equal opportunity, labor and purchasing requirements, including monitoring visits;
  - e) Aid in preparing correspondence to the State and other project agencies;
  - f) Assist in advertising for an independent auditing firm if necessary; and
  - g) Assist the GRANTEE in preparing and distributing public information about the program; and
  - h) Provide other administrative duties as agreed by both parties.

- 3) The DISTRICT will furthermore provide the following liaison functions:
  - a) Facilitate communication between the GRANTEE and the Governor's Office of Economic Development;
  - b) Provide information to the GRANTEE and other parties associated with the project about each entity's responsibilities; and
  - c) Maintain the flow of information between the GRANTEE and all other funding agencies in the project.
- 4) During the performance of this agreement, the DISTRICT will comply with all civil rights and equal employment opportunity mandates applicable to the CDBG program, including, but not limited to, the following:
  - a) Titles VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, and the regulations issued pursuant thereto (24 CFR Part 1);
  - b) Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Part 570.601);
  - c) Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended; and
  - d) Executive Order 11246, and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), and Section 4(b) of the CDBG Grant agreement;
  - e) Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations issued pursuant thereto (24 CFR Part 570), and all applicable rules and orders of the Department of Housing and Urban Development (HUD) issued thereunder;
  - f) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; and
  - g) Labor standards requirements set forth in subsection 570.605 and HUD regulations issued to implement such requirements.

IT IS FURTHER AGREED that the GRANTEE shall be responsible for obtaining and paying for all required legal services including the review of the successful bid(s). The GRANTEE will maintain the ultimate responsibility for administering the project; the DISTRICT can only assist in the administration of the grant. The GRANTEE accepts no obligations incurred under this agreement in the event that the GRANTEE declines or is unable to accept the grant award from the State; and

IT IS FURTHER AGREED that the above services shall begin upon notification of the grant award from the State to the GRANTEE. The compensation schedule shall include those activities completed by the DISTRICT on behalf of the GRANTEE from the date of the official grant award or offer letter. Such notification will normally be in the form of a letter from the Governor to the GRANTEE. Compensation to the DISTRICT for the above services shall be made in two lump sum payments in the amount not to exceed \$20,000.00 and shall be based upon the following schedule:

- 1) Seventy percent (70%) of the total compensation amount will be paid to the DISTRICT upon the completion, submittal, and approval by the State of South Dakota of the GRANTEE'S Environmental Review Record

- 2) Fifteen percent (15%) of the total compensation amount may be requested by the DISTRICT if the project does not request CDBG funds within six months after any prior drawdown of CDBG funding.
- 3) Final payment will be either fifteen percent (15%) or thirty percent (30%). This is contingent upon whether a request was made from Section 2 in the amount of 15%. This final compensation amount will be paid to the DISTRICT upon the completion, submittal, and approval by the State of South Dakota of the GRANTEE'S final payment request.

IT IS FURTHER AGREED that no additional administrative charges will be assessed to the GRANTEE by the DISTRICT. All of the DISTRICT'S travel, salary, and office expenses are incurred in accordance with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and are included in the above mentioned compensation amount. The DISTRICT will continue to provide all agreed administrative services to the GRANTEE beyond the final compensation payment date; and

IT IS FURTHER AGREED that this agreement may, from time to time, be amended when mutually agreed, in writing, by both parties of the agreement. That this agreement may be extended or terminated prior to the expiration date when mutually agreed to, in writing, by both parties of this agreement; and

IT IS FURTHER AGREED that to the fullest extent permitted by law, the DISTRICT shall indemnify and hold harmless the GRANTEE, its officers, commissioners, and employees from and against any and all costs, losses and damages caused by the negligent acts or omissions of the DISTRICT or the DISTRICT'S officers, directors, and employees in the performance and furnishing of the DISTRICT'S services above pursuant to this agreement.

IT IS FURTHER AGREED that to the fullest extent permitted by law, the GRANTEE shall indemnify and hold harmless the DISTRICT, its officers, commissioners, and employees from and against any and all costs, losses and damages caused by the negligent acts or omissions of the GRANTEE or the GRANTEE'S officers, directors, and employees in the performance and furnishing of the GRANTEE'S services above pursuant to this agreement.

This agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2025.

FOR: City of Mobridge

FOR: Northeast Council of Governments

BY: \_\_\_\_\_  
Gene Cox, Mayor

BY:  \_\_\_\_\_  
Eric Senger, Executive Director

ATTEST: \_\_\_\_\_  
Heather Beck, City Administrator



## Jensen Rock & Sand, Inc.

PO Box 609

Mobridge, SD 57601

Contact: Robert Sopher

Phone 605-845-7213 Office or 712-540-3417 Cell

Email robert@jensenrockandsand.com

Quote To:

City of Mobridge

Address

Town & State

Phone:

Fax:

Email

Project Name:

Mobridge Walking Trail

Project Location

Project #

PCN #

JRS Quote #

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	1.5" Asphalt Overlay	1,168.00	TN	144.15	168,367.20
2	Asphalt Patching	100.00	TN	219.56	21,956.00
<b>GRAND TOTAL</b>					<b>190,323.20</b>

### NOTES:

Work Discription:

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made upon completion of work, as per agreement or as per contract terms.

Thank-You for the oppertunity to do business together.

Acceptance Signature/Title \_\_\_\_\_

Date \_\_\_\_\_



# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
**Jensen Rock & Sand, Inc.**

**PO Box 609  
Mobridge, SD 57601**

### OWNER:

(Name, legal status and address)  
**City of Mobridge  
114 1st Avenue East  
Mobridge, SD 57601**

**BOND AMOUNT: Ten Percent of the Total Amount Bid (10%)**

### PROJECT:

(Name, location or address, and Project number, if any)  
**Patch & Overlay Mobridge Walking Trail, Mobridge, South Dakota**

### SURETY:

(Name, legal status and principal place of business)

**Amerisure Mutual Insurance Company  
PO Box 9098  
Farmington Hills, MI 48333-9098**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **26th** day of **June, 2025**

(Witness)

  
(Witness) **Michelle Morrison**

**Jensen Rock & Sand, Inc.**

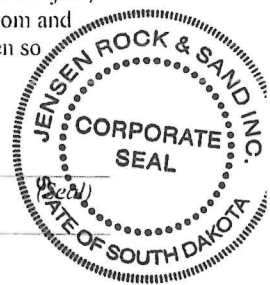
(Principal)

(Title)

**Amerisure Mutual Insurance Company**

(Surety)

(Title) **Jessie Allen, Attorney-in-Fact**



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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061110

**AMERISURE MUTUAL INSURANCE COMPANY  
AMERISURE INSURANCE COMPANY  
AMERISURE PARTNERS INSURANCE COMPANY**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

**GRACE RASMUSSEN, GREG KRIER, JAY D. FREIERMUTH and JESSIE ALLEN**

of Holmes Murphy and Associates, LLC (SD), its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

**ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS**

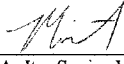
This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

**"RESOLVED**, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

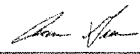
**FURTHER RESOLVED**, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

**FURTHER RESOLVED**, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."

By:

  
Michael A. Ito, Senior Vice President Surety

By:

  
Aaron Green, Vice President Surety

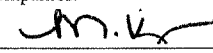
IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of September, 2024.

**Amerisure Mutual Insurance Company  
Amerisure Insurance Company  
Amerisure Partners Insurance Company**

State of Illinois  
County of Kane

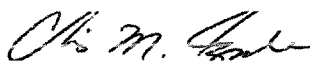
On this 11th day of September, 2024, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



  
M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26th day of June, 2025.

  
Christopher M. Spaude, Chief Financial Officer & Treasurer





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/26/2025

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).

<b>PRODUCER</b> Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 800-247-7756 <b>FAX (A/C, No):</b> 612-349-2490 <b>E-MAIL ADDRESS:</b> mailroom@holmesmurphy.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Acuity	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1108850635 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:			ZX1382	9/25/2024	9/25/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZX1382	9/25/2024	9/25/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ZX1382	9/25/2024	9/25/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ZX1382	9/25/2024	9/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Patch & Overlay Mobridge Walking Trail

**CERTIFICATE HOLDER** **CANCELLATION**

City of Mobridge 114 1st Ave E Mobridge SD 57601	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 <i>Kari Coolidge</i>

# Milliken Investments LLC

1822 7th St East  
Mobridge SD 57601

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

Bid for 112 9th St West Mobridge SD

6-30-2025

Bid	\$5,100.00
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SUB TOTAL	\$5,100.00
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SALES TAX	\$0.00
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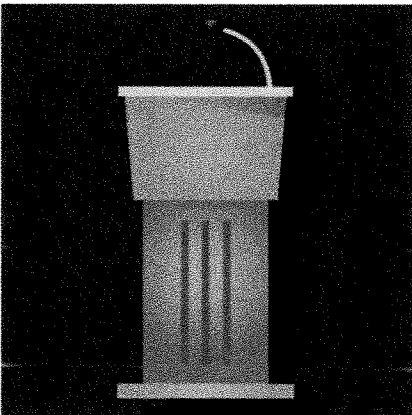
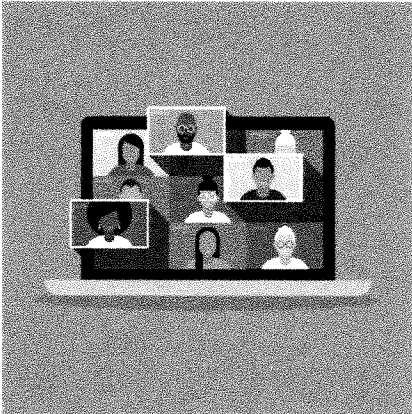
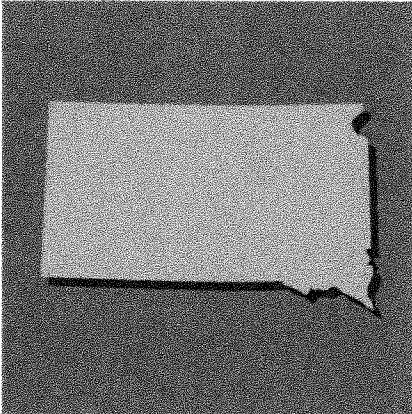
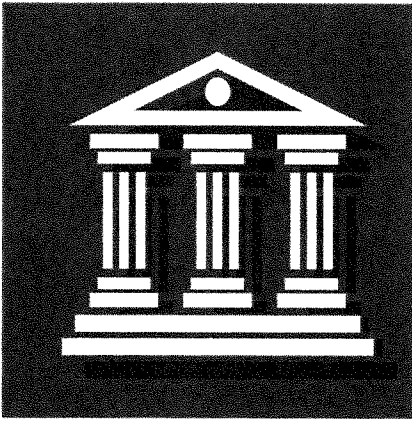
EXCISE TAX	\$0.00
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TOTAL	\$5,100.00
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**June Building Permits**

<b>Name</b>	<b>Location</b>	<b>Project</b>	<b>Cost</b>
Cody Stotz	1115 3rd Ave West	Patio & Pergola	\$10,000.00
Kyle Jensen	1217 9th Ave West	Replace existing curb & gutter	\$2,400.00
Benjamin & Loney Banik	1719 Kennedy Memorial Dr.	Replacing 58'x 18' deck	\$80,000.00
Ryan Serr	1118 8th Ave West	Replace 5.5'x11.5' Deck, Replace 2 doors, replace 44' of skirting	\$1,252.00
Steve Gasser	1116 8th Ave West	Placing railing on deck	\$523.00
Jeffrey Christman	105 Main Street	Demo Building	\$15,000.00
Ritchie Davis	1605 32nd St West	17x20 concrete Pad	\$5,000.00
Keith Reiss	607 5th Ave East	Remove porch & deck, replace with enclosed porch	\$3,000.00
Brett Kuehl	913 8th Ave West	18'x20' Car Port	\$2,600.00
Jessica Hartze	122 East Grand Crossing	6' high dog ear wood fence	\$3,954.00
Chris Huber	105 5th Ave East	Replacing 15x34 carport & adding 15x11 enclosed area onto carport for	\$5,000.00
			<b>Total: \$128,729.00</b>

**11 Total Permits**



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# Conducting the Public's Business in Public

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A guide to South Dakota's  
Open Meetings Laws  
*(Revised 2023)*

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Prepared by:  
S.D. Attorney General's Office  
*in partnership with the*  
S.D. NewsMedia Association

Published by:  
South Dakota NewsMedia Association  
1125 32nd Ave. Brookings, SD 57006

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**Q: WHAT ARE SOUTH DAKOTA'S OPEN MEETINGS LAWS?**

**A:** South Dakota's open meetings laws embody the principle that the public is entitled to the greatest possible information about public affairs and are intended to encourage public participation in government. SDCL Ch. 1-25 requires that official meetings of public bodies must be public and advance notice is to be given of such meetings. The statutes define an "official meeting" as one where a quorum of the public body is present and at which official business or public policy of the body is discussed or decided. Openness in government is encouraged.

**Q: WHO DOES THE OPEN MEETINGS LAWS APPLY TO?**

**A:** The open meetings laws apply to all public bodies "of the state and its political subdivisions." SDCL 1-25-1. This includes cities, counties, school boards and other public bodies created by ordinance or resolution, such as appointed boards, task forces, and committees, so long as they have authority to exercise sovereign power. SDCL 1-25-12(1). Although no court decisions have been issued on the subject, this probably does not include bodies that serve only in an advisory capacity. The State Constitution allows the Legislature and the Unified Judicial System to create rules regarding their own separate functions.

**Q: ARE TELECONFERENCES CONSIDERED PUBLIC MEETINGS?**

**A:** Yes. The open meetings laws allow meetings, including executive or closed meetings, to be conducted by teleconference – defined as an exchange of information by audio, video, or electronic means (including the internet) – if a place is provided for the public to participate. In addition,

for teleconferences where less than a quorum of the public body is present at the location open to the public, arrangements must also be made for the public to listen by telephone or internet (except for portions of meetings properly closed for executive sessions). The media and public must be notified of teleconference meetings under the same notice requirements as any other meeting.

**Q: HOW ARE THE PUBLIC AND MEDIA NOTIFIED WHEN PUBLIC BUSINESS IS BEING DISCUSSED?**

**A:** SDCL 1-25-1.1 requires that all political subdivisions (except the state and its boards, commissions, or departments as provided in § 1-25-1.3) prominently post a notice and copy of the proposed agenda at the political subdivision's principal office. At a minimum, the proposed agenda must include the date, time, and location of the meeting and must be visible, readable, and accessible to the public for 24 continuous hours immediately preceding the meeting. Also, if the political subdivision has its own website, the notice must be posted on the website upon dissemination of the notice. For special or rescheduled meetings, political subdivisions must comply with the regular meeting notice requirements as much as circumstances permit. The notice must be delivered in person, by mail, by email, or by telephone to all local news media who have asked to be notified. It is good practice for local media to renew requests for notification of special or rescheduled meetings at least annually.

SDCL 1-25-1.3 varies slightly from SDCL 1-25-1.1 and requires the State and its boards, commissions, or departments to give notice by posting a proposed agenda at least 72 continuous hours before a meeting is scheduled to start (this does not include any weekend or legal holiday). The State is also required to give notice of a public meeting by posting its proposed agenda on <http://boardsandcommissions.sd.gov>.

**Q: WHO ARE LOCAL NEWS MEDIA?**

**A:** There is no definition of “local news media” in SDCL ch. 1-25. “News media” is defined in SDCL 13-1-57 generally as those personnel of a newspaper, periodical, news service, radio station, or television station regardless of the medium through which their content is delivered. The Attorney General is of the opinion that “local news media” is all news media – broadcast and print – that regularly carry news to the community.

**Q: IS A PUBLIC COMMENT PERIOD REQUIRED AT PUBLIC MEETINGS?**

**A:** Yes. Public bodies are required to provide at every official meeting a period of time on their agenda for public comment. Each public body has the discretion to limit public comment as to the time allowed for each topic commented on, and as to the total time allowed for public comment. A public comment period is not required for meetings held solely for the purpose of executive session.

**Q: CAN PUBLIC MEETINGS BE RECORDED?**

**A:** Yes, SDCL 1-25-11 requires public bodies to allow recording (audio or video) of their meetings if the recording is reasonable, obvious, and not disruptive. This requirement does not apply to those portions of a meeting confidential or closed to the public.

**Q: WHEN CAN A MEETING BE CLOSED TO THE PUBLIC AND MEDIA?**

**A:** SDCL 1-25-2 allows a public body to close a meeting for the following purposes: 1) to discuss personnel issues pertaining to officers or employees; 2) consideration of the performance or discipline of a student, or the student's participation in interscholastic activities; 3) consulting with legal counsel, or reviewing communications from legal counsel

about proposed or pending litigation or contractual matters; 4) employee contract negotiations; 5) to discuss marketing or pricing strategies of a publicly-owned competitive business; or 6) to discuss information related to the protection of public or private property such as emergency management response plans or other public safety information. The statute also recognizes that executive session may be appropriate to comport with other laws that require confidentiality or permit executive or closed meetings. Federal law pertaining to students and medical records will also cause school districts and other entities to conduct executive sessions or conduct meetings to refrain from releasing confidential information. Meetings may also be closed by cities and counties for certain economic development matters. SDCL 9-34-19.

Note that SDCL 1-25-2 and SDCL 9-34-19 do not require meetings be closed in any of these circumstances.

Any official action based on discussions in executive session must, however, be made at an open meeting.

**Q: WHAT IS THE PROPER PROCEDURE FOR EXECUTIVE SESSIONS?**

**A:** Motions for executive sessions must refer to the specific state or federal law allowing for the executive session i.e. “pursuant to SDCL 1-25-2(3).” Also, best practice to avoid public confusion would be that public bodies explain the reason for going into executive session. For example, the motion might state “motion to go into executive session pursuant to SDCL 1-25-2(1) for the purposes of discussing a personnel matter,” or “motion to go into executive session pursuant to SDCL 1-25-2(3) for the purposes of consulting with legal counsel.”

Discussion in the executive session must be strictly limited to the announced subject. No official votes may be taken on any matter during an executive session. The public body must return to open session before any official action can be taken.

Board members could be held personally liable for the results of an official vote

taken illegally during an executive session. For example, a contract approved only during an executive session could be found void and the board members could be required to repay any public funds spent under the contract.

of a pending case, you may contact the Attorney General's Office at 605-773-3215 to talk to an assistant for the OMC. Procedures for the OMC are posted on the website for the Office of Attorney General. <http://atg.sd.gov/>.

**Q: WHAT HAPPENS IF THE MEDIA OR PUBLIC IS IMPROPERLY EXCLUDED FROM A MEETING OR OTHER VIOLATIONS OF THE OPEN MEETING LAWS OCCUR?**

**A:** Excluding the media or public from a meeting that has not been properly closed subjects the public body or the members involved to: (a) prosecution as a Class 2 misdemeanor punishable by a maximum sentence of 30 days in jail, a \$500 fine or both; or (b) a reprimand by the Open Meeting Commission ("OMC"). The same penalties apply if the agenda for the meeting is not properly posted, or other open meeting violations occur.

Also, action taken during any meeting that is not open or has not been properly noticed could, if challenged, be declared null and void. It could even result in personal liability for members of the governing body involved, depending upon the action taken.

**Q: HOW ARE ISSUES REFERRED TO THE OPEN MEETINGS COMMISSION ("OMC")?**

**A:** Persons alleging violations of the open meetings laws must make their complaints with law enforcement officials in the county where the offense occurred. After a signed and notarized complaint is made under oath, and any necessary investigation is conducted, the State's Attorney may: (a) prosecute the case as a misdemeanor; (b) find that the matter has no merits and file a report with the Attorney General for statistical purposes; or (c) forward the complaint to the OMC for a determination. The OMC is comprised of five State's Attorneys appointed by the Attorney General. The OMC examines whether a violation has occurred and makes written public findings explaining its reasons. If you have questions on the procedures or status

**Q: WHAT DOES THE TERM "SOVEREIGN POWER" MEAN?**

**A:** The open meetings laws do not define this term, but it generally means the power to levy taxes, impose penalties, make special assessments, create ordinances, abate nuisances, regulate the conduct of others, or perform other traditional government functions. The term may include the exercise of many other governmental functions. If an entity is unclear whether it is exercising "sovereign power" it should consult with legal counsel.

**Q: MAY AGENDA ITEMS BE CONSIDERED IF THEY ARE ADDED LESS THAN 24 HOURS BEFORE A MEETING?**

**A:** Proposed agendas for public meetings must be posted at least 24 hours in advance of the meeting. The purpose of providing advance notice of the topics to be discussed at a meeting is to provide information to interested members of the public concerning the governing body's anticipated business. Typically, the public body adopts the final agenda upon convening the meeting. At the time the final agenda is adopted, the governing body may add or delete agenda items and may also change the order of business. See *In re Yankton County Commission, Open Meetings Commission Decision # 20-03*, December 31, 2020. New items cannot be added after the agenda has been adopted by the governing body.

Public bodies are strongly encouraged to provide at least 24 hours' notice of all agenda items so as to be fair to the public and to avoid dispute.

For special or rescheduled meetings, public bodies are to comply to the extent circumstances permit. In other words, posting less than 24 hours in advance may be permissible in emergencies.

**Q: ARE EMAIL DISCUSSIONS "MEETINGS" FOR PURPOSES OF THE OPEN MEETINGS LAWS?**

**A:** The definition of an "official meeting" in SDCL 1-25-12(3) references teleconferences. The definition of a "teleconference" in SDCL 1-25-12(4) includes the exchange of information via the internet or any other electronic medium. The analysis of these two definitions leads to the conclusion that email discussions that include a quorum of a public body and which discuss the official business of that body could be considered "meetings" for purposes of the open meetings laws. Email participation in scheduling or similar activity would not, under this analysis, constitute a public meeting.

**Q: WHAT RECORDS MUST BE AVAILABLE TO THE PUBLIC IN CONJUNCTION WITH PUBLIC MEETINGS?**

**A:** SDCL 1-25-1.4 requires state boards, commissions, or departments to make public meeting materials available on <http://boardsandcommissions.sd.gov>. SDCL 1-27-1.16 requires that any other public body must post meeting materials on the public body's website or make those materials available to the public at least twenty-four hours prior to the hearing or when made available to the members of the public body, whichever is later. Finally, SDCL 1-27-1.17 requires that draft minutes of public meetings must be made available to the public at the principal place of business for the public body within 10 business days after the meeting (or made available on the website for the public body within five business days).

These laws are in addition to any specific requirements for public bodies (i.e., publication requirements in state laws pertaining to cities, counties, or school districts). Enforcement of public records laws contained in SDCL Ch. 1-27 are handled by separate procedures found in SDCL 1-27-35, et. seq. rather than the open meeting procedures described above. Violations of SDCL 1-27-1.16 and 1-27-1.17 are also Class 2 misdemeanors.

**Q: WHAT REQUIREMENTS APPLY TO TASK FORCES, COMMITTEES AND WORKING GROUPS?**

**A:** Task forces and committees that exercise "sovereign power," and are created by statute, ordinance, or proclamation are required to comply with the open meetings laws. SDCL 1-25-12(1). Task forces, committees, and working groups that are not created by statute, ordinance, or proclamation, or are advisory only, may not be subject to the open meetings laws, but are encouraged to comply to the extent possible when public matters are discussed. Ultimately, if such advisory task forces, committees and working groups present any reports or recommendations to public bodies, the public bodies must wait until the next meeting (or later) before taking final action on the recommendations. SDCL 1-27-1.18.



**PERTINENT S.D. OPEN MEETINGS STATUTES**  
**(other specific provisions may apply depending on the public body involved)**

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**1-25-1. OPEN MEETINGS.** The official meetings of the state and its political subdivisions are open to the public unless a specific law is cited by the state or the political subdivision to close the official meeting to the public.

It is not an official meeting of one public body if its members provide information or attend the official meeting of another public body for which the notice requirements of § 1-25-1.1 or 1-25-1.3 have been met. It is not an official meeting of a public body if its members attend a press conference called by a representative of the public body.

For any event hosted by a nongovernmental entity to which a quorum of the public body is invited and public policy may be discussed, but the public body does not control the agenda, the political subdivision may post a public notice of a quorum, in lieu of an agenda. The notice of a quorum shall meet the posting requirements of § 1-25-1.1 or 1-25-1.3 and shall contain, at a minimum, the date, time, and location of the event.

The public body shall reserve at every official meeting a period for public comment, limited at the public body's discretion as to the time allowed for each topic and the total time allowed for public comment but not so limited as to provide for no public comment.

Public comment is not required at official meetings held solely for the purpose of meeting in executive session, an inauguration, swearing in of newly elected officials, or presentation of an annual report to the governing body regardless of whether or not such activity takes place at the time and place usually reserved for a regularly scheduled meeting.

If a quorum of township supervisors, road district trustees, or trustees for a municipality of the third class meet solely for purposes of implementing previously publicly adopted policy; carrying out ministerial functions of that township, district, or municipality; or undertaking a factual investigation of conditions related to public safety; the meeting is not subject to the provisions of this chapter.

A violation of this section is a Class 2 misdemeanor.

**1-25-1.1. PUBLIC NOTICE OF POLITICAL SUBDIVISIONS.** Each political subdivision shall provide public notice, with proposed agenda, that is visible, readable, and accessible for at least an entire, continuous twenty-four hours immediately preceding any official meeting, by posting a copy of the notice, visible to the public, at the principal office of the political subdivision holding the meeting. The proposed agenda shall include the date, time, and location of the meeting. The notice shall also be posted on the political subdivision's website upon dissemination of the notice, if a

website exists. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, each political subdivision shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

**1-25-1.3. PUBLIC NOTICE OF STATE.** The state shall provide public notice of a meeting by posting a copy of the proposed agenda at the principal office of the board, commission, or department holding the meeting. The proposed agenda shall include the date, time, and location of the meeting, and be visible, readable, and accessible to the public. The agenda shall be posted at least seventy-two hours before the meeting is scheduled to start according to the agenda. The seventy-two hours does not include Saturday, Sunday, or legal holidays. The notice shall also be posted on a state website, designated by the commissioner of the Bureau of Finance and Management. For any special or rescheduled meeting, the information in the notice shall be delivered in person, by mail, by email, or by telephone, to members of the local news media who have requested notice. For any special or rescheduled meeting, the state shall also comply with the public notice provisions of this section for a regular meeting to the extent that circumstances permit. A violation of this section is a Class 2 misdemeanor.

**1-25-1.5. TELECONFERENCE MEETING.** Any official meeting may be conducted by teleconference. A teleconference may be used to conduct a hearing or take final disposition regarding an administrative rule pursuant to § 1-26-4. A member is deemed present if the member answers present to the roll call conducted by teleconference for the purpose of determining a quorum. Each vote at an official meeting held by teleconference may be taken by voice vote. If any member votes in the negative, the vote shall proceed to a roll call vote.

**1-25-1.6. TELECONFERENCE PARTICIPATION.** At any official meeting conducted by teleconference, there shall be provided one or more places at which the public may listen to and participate in the teleconference meeting. For any official meeting held by teleconference, that has less than a quorum of the members of the public body participating in the meeting who are present at the location open to the public, arrangements shall be provided for the public to listen to the meeting via telephone or internet.

The requirement to provide one or more places for the public to listen to the teleconference does not apply to official meetings closed to the public pursuant to specific law.

**1-25-2. EXECUTIVE SESSION.** Executive or closed meetings may be held for the sole purposes of:

(1) Discussing the qualifications, competence, performance, character or fitness of any public officer or employee or prospective public officer or employee. The term, employee, does not include any independent contractor;

(2) Discussing the expulsion, suspension, discipline, assignment of or the educational program of a student or the eligibility of a student to participate in interscholastic activities provided by the South Dakota High School Activities Association;

(3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters;

(4) Preparing for contract negotiations or negotiating with employees or employee representatives;

(5) Discussing marketing or pricing strategies by a board or commission of a business owned by the state or any of its political subdivisions, when public discussion may be harmful to the competitive position of the business; or

(6) Discussing information pertaining to the protection of public or private property and any person on or within public or private property specific to:

(a) Any vulnerability assessment or response plan intended to prevent or mitigate criminal acts;

(b) Emergency management or response;

(c) Public safety information that would create a substantial likelihood of endangering public safety or property, if disclosed;

(d) Cyber security plans, computer, communications network schema, passwords, or user identification names;

(e) Guard schedules;

(f) Lock combinations;

(g) Any blueprint, building plan, or infrastructure record regarding any building or facility that would expose or create vulnerability through disclosure of the location, configuration, or security of critical systems of the building or facility; and

(h) Any emergency or disaster response plans or protocols, safety or security audits or reviews, or lists of emergency or disaster response personnel or material; any location or listing of weapons or ammunition; nuclear, chemical, or biological agents; or other military or law enforcement equipment or personnel.

However, any official action concerning the matters pursuant to this section shall be made

at an open official meeting. An executive or closed meeting must be held only upon a majority vote of the members of the public body present and voting, and discussion during the closed meeting is restricted to the purpose specified in the closure motion. Nothing in § 1-25-1 or this section prevents an executive or closed meeting if the federal or state Constitution or the federal or state statutes require or permit it. A violation of this section is a class 2 misdemeanor.

**9-34-19. EXECUTIVE SESSIONS (MUNICIPAL AND COUNTIES).**

Any documentary material or data compiled or received by a municipal corporation, county, or an economic development corporation receiving municipal or county funds, for the purpose of furnishing assistance to a business, to the extent that such material or data consists of trade secrets or commercial or financial information regarding the operation of such business, is not a public record. Any discussion or consideration of such trade secrets or commercial or financial information by a municipal corporation or county may be done in executive session closed to the public.

**1-25-6. DUTY OF STATE'S ATTORNEY.** If a complaint alleging a violation of chapter 1-25 is made pursuant to § 23A-2-1, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. Upon doing so, the state's attorney shall send a copy of the complaint and any investigation file to the attorney general. The attorney general shall use the information for statistical purposes and may publish abstracts of such information, including the name of the government body involved for purposes of public education; or

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action.

**1-25-6.1. DUTY OF STATE'S ATTORNEY (COUNTY COMMISSION ISSUES).**

If a complaint alleges a violation of this chapter by a board of county commissioners, the state's attorney shall take one of the following actions:

(1) Prosecute the case pursuant to Title 23A;

(2) Determine that there is no merit to prosecuting the case. The attorney general shall use the information for statistical purposes and may publish abstracts of the information as provided by § 1-25-6;

(3) Send the complaint and any investigation file to the South Dakota Open Meetings Commission for further action; or

(4) Refer the complaint to another state's attorney or to the attorney general for action pursuant to § 1-25-6.

**1-25-7. REFERRAL TO OMC.** Upon receiving a referral from a state's attorney or the attorney general, the South Dakota Open Meetings Commission shall examine the complaint and investigatory file submitted by the state's attorney or the attorney general and shall also consider signed written submissions by the persons or entities that are directly involved. Based on the investigatory file submitted by the state's attorney or the attorney general and any written responses, the commission shall issue a written determination on whether the conduct violates this chapter, including a statement of the reasons therefor and findings of fact on each issue and conclusions of law necessary for the proposed decision. The final decision shall be made by a majority of the commission members, with each member's vote set forth in the written decision. The final decision shall be filed with the attorney general and shall be provided to the public entity and or public officer involved, the state's attorney, and any person that has made a written request for such determinations. If the commission finds a violation of this chapter, the commission shall issue a public reprimand to the offending official or governmental entity. However, no violation found by the commission may be subsequently prosecuted by the state's attorney or the attorney general. All findings and public censures of the commission shall be public records pursuant to § 1-27-1. Sections 1-25-6 to 1-25-9, inclusive, are not subject to the provisions of chapter 1-26.

**1-25-8. OMC MEMBERS.** The South Dakota Open Meeting Commission shall be comprised of five state's attorneys appointed by the attorney general. Each commissioner shall serve at the pleasure of the attorney general. A chair of the commission shall be chosen annually from the membership of the commission by a majority of its members.

**1-25-12. DEFINITIONS.** Terms used in this chapter mean:

(1) "Political subdivision," any association, authority, board, commission, committee, council, task force, school district, county, city, town, township, or other local government entity that is created or appointed by statute, ordinance, or resolution and is vested with the authority to exercise any sovereign power derived from state law;

(2) "Public body," any political subdivision and the state;

(3) "Official meeting," any meeting of a quorum of a public body at which official business or public policy of that public body is discussed or decided by the public body, whether in person or by means of teleconference;

(4) "Teleconference," information exchanged by any audio, video, or electronic medium, including the internet;

(5) "State," each board, commission,

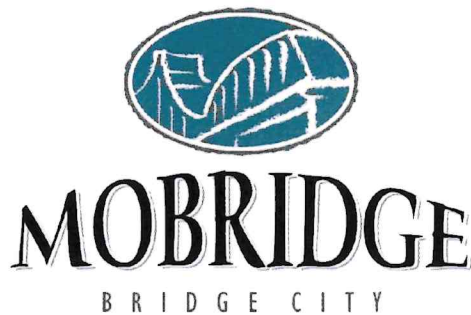
department, or agency of the State of South Dakota. The term, state, does not include the Legislature.

**1-27-1.16. MEETING PACKETS AND MATERIALS.**

If a meeting is required to be open to the public pursuant to § 1-25-1 and if any printed material relating to an agenda item of the meeting is prepared or distributed by or at the direction of the governing body or any of its employees and the printed material is distributed before the meeting to all members of the governing body, the material shall either be posted on the governing body's website or made available at the official business office of the governing body at least twenty-four hours prior to the meeting or at the time the material is distributed to the governing body, whichever is later. If the material is not posted to the governing body's website, at least one copy of the printed material shall be available in the meeting room for inspection by any person while the governing body is considering the printed material. However, the provisions of this section do not apply to any printed material or record that is specifically exempt from disclosure under the provisions of this chapter or to any printed material or record regarding the agenda item of an executive or closed meeting held in accordance with § 1-25-2. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to printed material, records, or exhibits involving contested case proceedings held in accordance with the provisions of chapter 1-26.

**1-27-1.17. DRAFT MINUTES.** The unapproved, draft minutes of any public meeting held pursuant to § 1-25-1 that are required to be kept by law shall be available for inspection by any person within ten business days after the meeting. However, this section does not apply if an audio or video recording of the meeting is available to the public on the governing body's website within five business days after the meeting. A violation of this section is a Class 2 misdemeanor. However, the provisions of this section do not apply to draft minutes of contested case proceedings held in accordance with the provisions of chapter 1-26.

**1-27-1.18. WORKING GROUP REPORTS.** Any final recommendations, findings, or reports that result from a meeting of a committee, subcommittee, task force, or other working group which does not meet the definition of a political subdivision or public body pursuant to § 1-25-1, but was appointed by the governing body, shall be reported in open meeting to the governing body which appointed the committee, subcommittee, task force, or other working group. The governing body shall delay taking any official action on the recommendations, findings, or reports until the next meeting of the governing body.



14.

TO: Heather Beck, Mobridge City Administrator; Mobridge City Council

FROM: Mike Nehls, Code Enforcement Officer

REF: **Code Enforcement Update as of 6-30-25**

**Grass Violations: 5-12-25 to 6-30-25: 91 grass violations** with notices sent/posted to property owners. **19 grass abatements** by Mobridge City Maintenance of the 91 violations.

**Nuisance violations: 2/6/25 to 6/30/25: 53 code violations** with notices sent to property owners. **25 owners either complied or partially complied** while **3 properties required abatement** and 1 property owner/occupier was cited for Nuisance Property.

Mike Nehls, Code Enforcement Officer

**ADMINISTRATION**

	<u>7/9/2025</u>
Salaries	5,899.52
Aflac, insurance	1,024.74
Cahill Bauer & Associates, prof. services	13,000.00
Century Business Products, copier lease	38.97
Credit Collections Bureau, garnishment	520.04
Delta Dental of SD, dental	802.10
Deputy Finance, supplies	6.36
First Interstate Bank, HSA contributions	4,991.69
First Interstate Bank, payroll tax	39,371.57
Heather Beck, travel & conference	188.52
High Point Network, computer software & hardware	298.36
KCL, insurance	494.33
McLeod County Social Services Child Support, garnishment	760.80
Mobridge Chamber of Commerce, refund	750.00
Riteway, supplies	329.00
SD Child Support Payment Center, garnishment	513.24
SD Municipal League, travel & conference	100.00
SD Retirement System, retirement	28,538.73
SDRS Supplemental Retirement, retirement	400.00
Todd Naasz, refund	350.00
Wellmark, insurance	14,145.25
	<u>112,523.22</u>

**CITY ADMINISTRATOR**

Salaries	2,375.42
Century Business Products, copier lease	38.97
	<u>2,414.39</u>

**GOVERNMENT BUILDINGS**

Salaries	222.08
MDU, utilities	284.08
Midcontinent Communications, utilities	210.39
Mobridge Hardware, supplies	17.97
Runnings Supply, supplies	92.90
	<u>827.42</u>

**OLD CITY HALL**

MDU, utilities	244.41
	<u>244.41</u>

**POLICE DEPARTMENT**

Salaries	67,439.88
AT&T Mobility, telephone	865.58
Century Business Products, copier lease	95.94
Dacotah Paper, supplies	130.04
Dakota Glass & Alignment, vehicle maintenance	127.47
Fleet Services, gasoline/vehicle maintenance	2,640.40
High Point Network, computer software & hardware	830.60
MDU, utilities	568.15
Mobridge Hardware, supplies	73.93
Oahe Vet, prof. services	260.00
Plunkett's, prof. services	74.68
	<u>73,106.67</u>

**FIRE DEPARTMENT**

Central Diesel, truck maintenance	1,351.74
Dakota Glass & Alignment, supplies	667.88
MDU, utilities	244.41
NAPA Central, repair & maintenance	53.99
Voyager, diesel/gasoline	765.62
	<u>3,083.64</u>

**FIRE ADMINISTRATION**

Bridgemark Insurance Solutions, liability insurance	205.00
Voyager, diesel	457.28
	<u>662.28</u>

**OTHER PROTECTION**

MDU, utilities	67.48
	<u>67.48</u>

**STREET DEPARTMENT**

Salaries	19,523.29
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**PARK DEPARTMENT**

Salaries	9,171.00
Auto Value Mobridge, repair & maintenance	67.61
Davis Martin, contract labor	5,075.00
Homestead Building Supplies, repair & maintenance	1,530.34
MDU, utilities	771.56
Mobridge Hardware, supplies/repair & maintenance	122.48
Premier Equipment, repair & maintenance	163.32
Runnings Supply, supplies	57.97
Voyager, gasoline	1,477.38
Walworth County Landfill, other services	23.36
	<u>18,460.02</u>

**LIBRARY**

Salaries	10,690.34
Century Business Products, copier lease	91.04
High Point Network, computer software & hardware	520.10
MDU, utilities	622.93
Mobridge Hardware, supplies	24.97
	<u>11,949.38</u>

**AUDITORIUM**

Salaries	222.06
MDU, utilities	1,262.77
Mobridge Hardware, supplies	27.44
Quenzer Electric, repair & maintenance	1,890.93
	<u>3,403.20</u>

**NATIONAL GUARD ARMORY**

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

**HOUSING AUTHORITY**

Salaries	6,230.76
Auto Value Mobridge, repair & maintenance	3.49
Century Business Products, supplies	38.97
Fleet Services, gasoline/vehicle maintenance	125.00
Ramkota Inn, travel & conference	119.00
	<u>6,517.22</u>

**ZONING**

Salaries	1,087.46
Office Depot, supplies	34.58
	<u>1,122.04</u>

**24/7**

Salaries	2,179.11
	<u>2,179.11</u>

**PSAP**

AT&T Mobility, utilities	40.04
High Point Network, computer software & hardware	462.36
Language Line Services, prof. services	90.00
Valley Telecommunications, utilities	810.16
Venture Communications, utilities	424.09
West River Telecommunications, utilities	504.74
Wright-Line, prof. services	9,837.50
	<u>12,168.89</u>

**3B**

Mobridge Chamber of Commence, prof. services	5,908.40
	<u>5,908.40</u>

**WATER DEPARTMENT**

Salaries	24,095.50
AT&T Mobility, telephone	63.17
Auto Value Mobridge, small tools/truck maintenance	106.63
Badger Meter, prof. services	125.30
Bushe Foods's, office supplies	20.76
Century Business Products, copier lease	38.97
Dakota Glass & Alignment, repair & maintenance	174.86
Ethanol Products, chemical	5,585.00
Graymont, chemicals	5,980.67
Hawkins, chemicals/sup. for inhouse repairs	13,112.40

15.

AT&T Mobility, utilities	32.65	High Point Network, computer software & hardware	568.73
Auto Value Mobridge, supplies	106.44	MDU, utilities	4,408.92
Bridge City Small Engine, repair & maintenance	64.98	Metering & Technology, water meters	688.56
Cam Wal Electric, street lights	483.00	Milbank Winwater Works, supplies	198.04
Jensen Rock & Sand, hot and cold mix, gravel & road oil	62,786.37	Mobridge Hardware, supplies/yard work/supplies in. house repairs	523.77
MDU, utilities/street lights	4,123.61	Moore Engineering, water project rehab	60,020.78
Merkel's Foods, supplies	89.49	Office of Fire Marshal, prof. services	160.00
Mobridge Hardware, supplies/repair & maintenance	569.39	Runnings Supply, supplies/yard work	90.14
Premier Equipment, equipment maintenance	539.33	SD Dept. of Health, water samples	175.00
Runnings Supply, supplies/spraying/small tools	308.93	SD One Call, prof. services	27.83
Sherwin Williams, supplies	1,158.00	Slater Oil & LP, gasoline	779.98
Slater Oil & LP, gasoline/diesel	2,256.64	US Bank, loans	18,274.35
<b>92,042.12</b>		US Postal Service, postage	598.58
<b>SOLID WASTE COLLECTION</b>		USDA-Rural Development, loan payment	2,373.00
Heartland Waste, prof services	24,562.44	Verizon, telephone	33.63
<b>24,562.44</b>		<b>138,224.57</b>	
<b>REGULATION &amp; INSPECTION</b>		<b>SEWER DEPARTMENT</b>	
Salaries	2,576.55	Salaries	11,711.58
Century Business Products, copier lease	38.97	AT&T Mobility, telephone	16.97
Deputy Finance, postage	9.68	Auto Value Mobridge, yard work	67.87
Grand Central, gasoline	42.85	Century Business Products, copier lease	38.96
Office Depot, supplies	34.58	Fisher Scientific, chemicals/supplies	439.15
Verizon, telephone	56.73	Hawkins, chemicals	20.00
<b>2,759.36</b>		High Point Network, computer software & hardware	192.25
<b>POOL</b>		MDU, utilities	3,036.91
Salaries	18,555.81	Minnesota Valley Testing Lab, water samples	166.25
American Red Cross, training	611.00	Mobridge Hardware, supplies/yard work/supplies in. house repairs/sr	301.58
Bushe Foods's, supplies/concession stand	1,065.59	Moore Engineering, other capital	71,500.00
Coke Cola, concession stand	2,684.00	Runnings Supply, small tools/supplies	166.98
Deputy Finance, refund	40.00	SD Dept. of Health, water samples	224.00
Hawkins, chemicals	7,275.27	SD One Call, prof. services	27.82
MDU, utilities	6,034.97	Share Corporation, supplies	780.23
Mobridge Candy, concession stand/supplies	4,640.24	Slater Oil & LP, gasoline	612.68
Mobridge Hardware, yard work/supplies	231.82	US Bank, loans	24,950.13
Office Depot, supplies	5.79	US Postal Service, postage	598.58
SCP Distributors LLC, repair & maintenance	615.96	<b>114,851.94</b>	
<b>41,760.45</b>		<b>AIRPORT</b>	
<b>CULTURE RECREATION</b>		Salaries	222.08
High Point Network, computer software & hardware	4.95	Cam Wal Electric, utilities	102.11
<b>4.95</b>		Dish TV, utilities	66.10
		Dooley's Patroleum Inc., gasoline	9,620.00
		MDU, utilities	338.54
		Merkel's Foods, supplies	22.00
		Runnings, repair & maintenance	816.95
		<b>11,187.78</b>	
		<b>CEMETERY</b>	
		Davis Martin, contract labor	1,750.00
		Gwen Grad, supplies	205.00
		MDU, utilities	60.08
		Patti Feiock, supplies	94.47
		<b>2,109.55</b>	
		<b>685,065.93</b>	