

AGENDA
Mobridge City Council - Regular Meeting
Tuesday April 9, 2019 5:30 P.M.
Mobridge City Hall

- 1) **Call to Order & Roll Call**
- 2) **Pledge of Allegiance**
- 3) **Adopt Agenda**
- 4) **Approve Minutes**
 - March 12, 2019 Regular Meeting [1]
 - March 18, 2019 Equalization Meeting
- 5) **Public Forum and Visitors*****
 - Valarie Matheny – trucks on streets
- 6) **Department Head Reports**

Zoning – March Report [2]

Police Dept. – Shawn Madison, Chief

 - Life Saving Award
 - Approve setting up a bank account specific for K9 with Officer Pepin & Chief as signers
 - Approve hiring additional police officer [3]

Parks Dept. – Ted Ford, Properties Manager

 - Approve seasonal park employees [4]
- 7) **Unfinished Business**
- 8) **New Business**
 - Public hearing and approval of temporary liquor/malt beverage licenses [5]
 - Public hearing and approval of a malt beverage license and a wine license for Family Dollar [6]
 - Approve federal funding agreement for the airport runway project [7]
 - Approve street chip seal bid [8]
 - Approve Arbor Day Proclamation April 26, 2019 [9]
- 9) **Discussion and Information Item**
 - Letter from Legislative Audit [10]
 - Landmark Tree [11]
- 10) **Payment of Bills** [12]
- 11) **Adjournment**

*** The Public Forum and Visitors section offers the opportunity for anyone not listed on the Agenda to speak to the Councilpersons concerning important topics. The time will be limited to 5 minutes in length.

***No action will be taken on items not on the Agenda.

10

**MOBRIDGE CITY COUNCIL
REGULAR MEETING
March 12, 2019**

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 Tuesday, March 12, 2019 at 5:30 PM. Mayor Gene Cox, City Finance Officer Heather Beck, City Administrator Christine Goldsmith, and the following council persons were present: Mound, Laundreaux, Reichert, and O'Connell. Absent were Yellow Boy and Carlson.

AGENDA:

The agenda was approved on a motion by Reichert, second by O'Connell.

MINUTES:

Moved by O'Connell, second by Mound and carried, to approve the minutes from the February 12, 2019 regular meeting.

PUBLIC FORUM & VISITORS:

Kayla Stewart was present to discuss the sewer backup in her basement and her neighbor's.

Valerie Matheny discussed snow removal and the City's truck ordinance.

DEPARTMENTS:

ZONING – BUILDING PERMITS - The following building permits were approved and issued by Zoning Officer Duane Martin for the month of February: Dominick D – 302 8th Ave E, build wood fence; Dollar Store – West Hwy 12, erect temporary signage; Matt Keller – 406 4th Ave E, remodel interior; and Don Blankartz – 1005 3rd Ave W, remove interior wall.

LIBRARY – NEW HIRE – Moved by Mound, second by Reichert and carried, to approve hiring Brenda Kraft as library sub at \$11.08 per hour.

WATER/WASTEWATER – ROOF BIDS – Three bids were received to replace the roof on the old armory building. Tecta America - \$83,473; HubCity Roofing - \$78,290 and Twin City Roofing - \$93,266. Moved by Mound, second by Reichert and carried, to approve the bid with HubCity Roofing.

PARKS – MOWER BIDS – Properties Manager Ted Ford presented the results of the mower bids to the Council. Three bids were received from Mobridge Hardware, Premier Equipment, and J Gross Equipment. The bid from Mobridge Hardware did not meet the bid specs. Moved by O'Connell, second by Mound and carried, to approve the bid from Premier Equipment for the 227V Grasshoppers in the amount of \$9,780 per unit.

NEW BUSINESS:

FIRE DEPT OFFICERS - Moved by Mound, second by Reichert and carried, to approve the following officers: Chief – Doug Delaroi; Asst. Chief – James Bieber; Secretary/Treasurer – Scott Mertz; and Safety Officer – Ryan Ries.

NEW FIRE DEPT MEMBER – Moved by Reichert, second by Mound and carried, to approve Brady Fuhrer as a member.

CEMETERY DEED – Moved by O'Connell, second by Reichert and carried, to approve the following cemetery deed: City of Mobridge to Lyle Lindeman and Nancy Lindeman transferring Graves 5 & 6, Lot 21, Block Q in Greenwood Cemetery.

AIRPORT RUNWAY PAY REQUEST – Moved by Laundreaux, second by Mound and carried, to approve Pay Request No. 1 in the amount of \$58,528.07 to Morris, Inc.

AIRPORT MAINTENANCE - Moved by Reichert, second by O'Connell and carried, to approve hiring Tyler Polzen for temporary airport maintenance for \$3,000 per month.

STATE AGREEMENT FOR AIRPORT – Moved by Reichert, second by Mound and carried, to approve the Agency Agreement with the State of SD for runway project.

RESCIND MOTION FOR MEETING DATE CHANGE – Moved by O'Connell, second by Laundreaux and carried, to rescind the following motion: Due to the election, moved by Yellow Boy, second by Mound and carried, to approve moving the April meeting to Wednesday April 10, 2019 at 5:30 PM. The meeting in April will be Tuesday April 9, 2019.

COUNTY AGREEMENTS - Moved by O'Connell, second by Mound, and carried, to approve the following one year agreements for communication services: Dewey County in the amount of \$4,406.00; Potter County in the amount of \$14,376.75; and Corson County in the amount of \$7,515.00.

EXECUTIVE SESSION - Moved by Laundreaux, second by O'Connell and carried, to approve going into executive session for a legal matter. 6:24 PM

Mayor called the meeting out of executive session at 6:52 PM.

In follow up to executive session, moved by Reichert, second by Mound and carried, to approve sending a letter out to property owners of the City's response to the request for coverage of sewer backup damage.

DISCUSSION AND INFORMATION

EQUALIZATION MEETING – The Council was informed that the Mobridge equalization meeting will be held March 18, 2019. Quorum must be present.

DISTRICT 7 MEETING – The SD Municipal League District 7 meeting will be held on March 27, 2019 at 6:00 PM the Moose. The City of Mobridge is hosting.

PAYMENT OF BILLS:

Moved by O'Connell, second by Reichert and carried, to approve the following bills for payment:
Aflac, insurance-838.88 ;Aqua Pure, chemicals-398.00 ;At&T, utilities-193.05 ;Border States, supplies-81.16 ;C N A Surety, prof services-1,132.00 ;Cam Wal Electric, utilities-578.84 ;Cardmember Services, supplies/prof services-207.59 ;CenterPoint Large Print, books-46.74 ;Century Link, utilities-594.08 ;Chamber of Commerce, other-9,282.07 ;Clerk of Courts, garnishment-600.00 ;Core & Main, supplies-129.54 ;Credit Collections Bureau, garnishment-286.24 ;Dady Drug, supplies-31.23 ;Demco, supplies-226.25 ;Dish TV, utilities-35.03 ;Dwight Baumann, building maintenance-902.06 ;Eisemann Building Products, supplies-44.98 ;Fair Manufacturing, repairs-729.86 ;Farmers Union Oil Co., LP gas-7,026.19 ;Fed Ex, other-38.89 ;Fleet Services, gasoline-1,011.19 ;Geffdog Designs, uniforms-107.92 ;Gienger Sales, supplies-256.00 ;Grace Wollman, travel-72.20 ;Great Western Bank, HS A contributions-4,894.22 ;Great Western Bank, payroll taxes-27,387.11 ;Gregg's Drilling, repairs-2,796.54 ;GTC Auto Parts, repairs-713.19 ;Hach Company, chemical-1,063.23 ;Hase Plumbing, repairs-4,661.85 ;Hawkins, chemicals-2,618.60 ;Heartland Waste, prof services-20,219.50 ;Hoffman Law, attorney fees-62.50 ;Homestead Building, supplies-185.44 ;Ingram, books-280.67 ;Jensen Rock & Sand, prof services-800.00 ;John Deere Financial, repairs -25,875.04 ;KCL Group Benefits, insurance-1,465.05 ;Klein Museum, other services-6,000.00 ;KLJ, prof services-5,418.05 ;Kyle Kienholz, reimbursement-11.72 ;Language Line Services, prof services-90.02 ;M&M Electric, repairs-268.47 ;MDU, utilities-13,153.84 ;Merkels Foods, supplies-73.99 ;Mid American Research, supplies-469.69 ;Midco, utilities-105.00 ;Mobridge Chamber of Commerce, other-22,000.00 ;Mobridge Hardware, supplies-296.56 ;Mobridge Tribune, publishing-166.31 ;Moore Engineering, prof services-17,872.00 ;Motorola, prof services-8,617.44 ;Office Depot, office supplies-290.23 ;Payless Foods, supplies-63.50 ;Payment Services Network, prof services-4.95 ;Pfitzer Pest Control, prof services-100.00 ;Premier Equipment, repairs-940.33 ;Quenzer Electric, prof services-

1,579.94 ;Ron's Repair, vehicle maintenance-186.95 ;Runnings, supplies-937.91 ;SD Attorney General Office, state fees-1,433.00 ;SD Dept of Health, prof services-75.00 ;SD Dept of Health, water samples-324.00 ;SD Dept of Public Safety, teletype service-5,400.00 ;SD Retirement, retirement-13,826.86 ;SD State Treasurer, sales tax-1,690.12 ;SD Unemployment, unemployment-120.45 ;SDRS Supplemental Retirement, retirement-75.00 ;Servall, supplies-29.47 ;Slater Oil, diesel/gasoline-5,913.68 ;Tri State Water, supplies-17.70 ;Tyler Polzen, prof services-3,000.00 ;United Accounts, garnishment-592.85 ;US Post Office, postage-566.16 ;USDA-Rural Development, loan payment-2,925.00 ;USDA-Rural Development, loan payment-2,373.00 ;Valley Telecomm., utilities-852.16 ;Venture Comm., utilities-424.09 ;Verizon Wireless, cell phone-492.97 ;Wellmark BC/BS, health insurance-15,476.30 ;West River Telecommunications, utilities-3,490.39 ;Western Equipment Finance, mowing-1,004.09.

Salaries: Administration-9,353.82; City Administrator-5,000.00; Police Dept-57,013.04; Fire Dept – 550.00; Street Dept-10,774.79; Park Dept-2,994.64; Library-6,457.83; Auditorium – 373.20; Zoning – 583.33; 24/7-814.55; Water Dept-15,170.00; Sewer Dept-10,158.57.

There being no further business to come before the council, the meeting adjourned at 6:55 PM on a motion by Mound, second by Reichert and carried.

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

Gene Cox, Mayor

**MOBRIDGE BOARD OF EQUALIZATION
MEETING MINUTES
March 18, 2019**

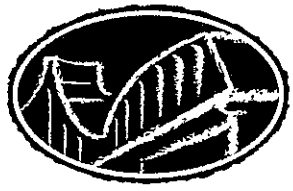
The Mobridge City Council, acting as a Local Board of Equalization, met at 5:00 PM on Monday, March 18, 2019 was held in City Hall in said City. The following council persons were present: Mayor Cox, Mound, Reichert, O'Connell, Yellow Boy and Carlson. Also present was Eric Stroeder representing the School Board on the Local Board of Equalization. Others in attendance were Heather Beck, Finance Officer; Christine Goldsmith, City Administrator; Tim Fredericks, School Superintendent and Deb Kahl from the County Equalization Office. Absent was Laundreaux.

Parcel #6013: **Lot 1 & 2, Block 16, Northwest Townsite Company 2nd Addition to the City of
Mobridge**
Owner was present: Gary J Weiszhaar
 1125 2nd Ave W, Mobridge, SD 57601
Current Valuation Total: \$125,650
Moved by O'Connell, second by Mound and carried (5-1), to deny the appeal and leave the assessment as is.
Yellow Boy voted no.

The Mayor adjourned the meeting at 5:26 PM on a motion by Reichert, second by O'Connell and carried.

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

Gene Cox, Mayor



MOBRIDGE

MONTHLY BUILDING REPORT

MARCH 2019

NAME	ADDRESS	PROJECT	COST	FEE
DREW RUEDEBUSCH	26 5th AVE EAST	Install WD. Remodel B.R.	\$4,000.00	\$14.00

Memo

To: Council Members
 From: Heather Beck
 Date: April 9, 2019
 Re: Additional Police Officer

The police committee recently agreed to put forward to the Council for approval the option of hiring an additional police officer. Reasons given for the need the additional officer was safety, increase in crime, ability to grant officers leave and to alleviate officers having to put in overtime.

The funding source for this officer is from two places.

1. Roughly \$28,000 from the nuisance position (Ms. Rische moved to dispatch)
2. Savings from eliminating some of the department overtime of \$27,000 (2018 total)
 - Overtime will only occur over holidays and extenuating circumstances

The cost of a full time certified officer with loaded wages is approximately \$57,000 per year. So with the two funding sources, the shortage in the total amount will need to either come from savings within the budget and a possible supplement.

The police department in exchange for an additional officer will take care of nuisance issues and animal control. We will still utilize Olson Consulting services for the large or more time consuming nuisance issues, up to their contracted sum.

Please let myself or Chief Madison know if you have questions.
 Thank you,
 Heather

Memo

To: Council Members
From: Heather Beck
Date: April 9, 2019
Re: Summer Hires/Rehires

Below are the recommended hires/rehires for the 2019 park seasonal positions:

- Wyatt Bieber - \$13.25
- Nathan Ford - \$13.25
- Lloyd Blom - \$13.00
- Tyler Blankartz - \$10.50
- Carson Quenzer - \$10.50
- Logan Vojta - \$10.50

**NOTICE OF PUBLIC HEARING
UPON APPLICATION FOR TEMPORARY RETAIL
LIQUOR/MALT BEVERAGE LICENSES**

NOTICE IS HEREBY GIVEN THAT: The City Council in and for the City of Mobridge, South Dakota on the 9th day of April 2019 will consider the following applications for a Temporary Retail Liquor/Malt Beverage Licenses to operate within the municipality. This public hearing will take place during the regularly scheduled City Council meeting beginning at 5:30 PM.

APPLICANT: Mobridge Area Chamber of Commerce
LOCATION: Scherr Howe Event Center on June 7-8, 2019

APPLICANT: Mobridge Rodeo Association
LOCATION: Scherr Howe Event Center on June 29, 2019

APPLICANT: Mobridge Rodeo Association
LOCATION: Mobridge Rodeo Grounds on July 2-4, 2019

APPLICANT: Mobridge Rodeo Association
LOCATION: Mobridge Rodeo Grounds on August 3, 2019

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

Heather Beck
Finance Officer

Date Received _____
Date Issued _____

License No. _____

b.

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Family Dollar Stores of South Dakota, LLC
10401 Monroe Road
Matthews, NC 28105

Owner's Telephone #: (704) 708-2500

B. Business Name and Address

Family Dollar Store # 27485
1719 West Grand Crossing
Mobridge, South Dakota 57601

Business Telephone #: (605) 301-3338

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other

Is this license in active use? [] Yes [x] No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

[] Yes [x] No **If Yes, please list on the back page.**

Place of business is located in a municipality? [x] Yes [] No

County: Walworth

Do you own or lease this property? [] Own [x] Lease

Are real property taxes paid to date? [x] Yes [] No

D. Legal description of licensed premise:

See Exhibit A

Have you ever been convicted of a felony? [] Yes [x] No

E. State Sales Tax Number 1018-7194-STC

F. New license Transfer? (\$150) _____ Re-issuance _____

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

Date 2-6-19 Print Name Sandra Loftis Boscla / Assistant Secretary Signature *Sandra Boscla*

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

Renewal - no public hearing held
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ **REVIEW** _____

If disapproved, endorse reason thereon and return to applicant

Please complete the reverse side if applicable

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF SECRETARIAT
OFFICE OF AIR, RAIL, AND TRANSIT
AGREEMENT FOR PROJECT NO. 3-46-0038-13-2018**

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

BACKGROUND:

- A. The STATE and the SPONSOR have entered into an agency agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Sections Twenty (20) and Twenty-one (21), of Township One Hundred Twenty-four North (124N), Range Seventy-nine West (79W) of the 5th Prime Meridian, Walworth County, South Dakota, referred to in this Agreement as the "Airport."
- B. The STATE concurs with SPONSOR'S development of the Airport.
- C. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":
 - Reconstruct Runway 12/30 (approximately 75' x 4,100') and connecting taxiways, expand turnarounds, replace runway and taxiway lights.**
- D. The total estimated cost of the Project is shown on the Engineer's Estimate, entitled "Summary of Project Costs," attached to this Agreement as **Exhibit A**.

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

Section 1. Payment

Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will reimburse the SPONSOR with allocated funds for one hundred percent (100%) of eligible Project costs, not to exceed **Four Million Ninety-nine Thousand Seven Hundred Seventy-five Dollars (\$4,099,775.00)**. The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0038-13-2018. The STATE will make progress payments to the SPONSOR up to 90% of the eligible Project costs listed in this section. Once the eligible Project costs have reached 90% of the approved maximum limiting amount listed in this section, the STATE will withhold the remaining 10% of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report. The SPONSOR will be one hundred percent (100%) responsible for any Project costs that are not eligible for reimbursement and any costs which exceed Four Million Ninety-nine Thousand Seven Hundred Seventy-five Dollars (\$4,099,775.00).

Section 2. Termination

- 1. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
- 2. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:

- (a) The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.
- (b) The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
- (c) The SPONSOR is default under any provision of this Agreement.

Section 3. SPONSOR Assurances

1. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
2. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.
3. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.
4. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.
5. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants.

Section 4. Special Conditions

1. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. 3-46-0038-13-2018 are included in and incorporated into this Agreement by reference.
2. Eligible costs for this Agreement will be as indicated in the AIP Grant as determined by the FAA.
3. The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.

4. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.
5. The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.
6. This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.
7. The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.
8. Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.
9. If the SPONSOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U. S. Office of Management and Budget (OMB) regulations, found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.
10. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.
11. The SPONSOR will provide services in compliance with the American with Disabilities Act of 1990, and any amendments.
12. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above-mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and

cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

13. The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.
14. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:
 - A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
 - B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
15. The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.
16. The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit B**.
17. The effective date of this Agreement is **September 21, 2018**. This Agreement will end four (4) years from the date of signature by the STATE.
18. Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

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

City of Mobridge, South Dakota
Attn: Finance Officer
114 – 1st Avenue East
Mobridge, SD 57601

SIGNATURE PAGE FOLLOWS

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

City of Mobridge, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

Attest:

City Auditor/Clerk

(City Seal)

SUMMARY OF PROJECT COSTS		AIP Project No. 3-46-0038-13-2018
Sponsors Name and Address CITY OF MOBRIDGE MOBRIDGE, SD		Period Ending 04/02/2019
Official Name and Location of Airport MOBRIDGE MUNICIPAL AIRPORT 114 1ST AVENUE EAST MOBRIDGE, SD 57601-2604		Max Federal Funds \$4,099,775.00
DESCRIPTION	LATEST REVISED TOTAL ESTIMATED COST	ACTUAL COST INCURRED TO DATE
I. LAND: N/A		
II. CONSTRUCTION: Estimated	\$4,099,774.83	\$0.00
TOTAL CONSTRUCTION	\$4,099,774.83	\$0.00
III. ENGINEERING - KLJ, Inc. - Sioux Falls		
TOTAL ENGINEERING	\$0.00	\$0.00
IV. ADMINISTRATION		
TOTAL PROJECT COST	\$4,099,775.00	\$0.00
FEDERAL SHARE-100%	\$4,099,775.00	\$0.00
STATE SHARE-5%		\$0.00
LOCAL SHARE-5%		\$0.00
7.CERTIFICATION:		
DATE:	PREPARED BY:	
SCOPE: Reconstruct Runway 12/30 (approx 75' x 4,100') and connecting taxiways, expand turnarounds, replace runway and taxiway lights.		

Proposal

8.

JENSEN ROCK & SAND, INC.

P.O. Box 609
MOBRIDGE, SOUTH DAKOTA 57601
(605) 845-7213

PROPOSAL SUBMITTED TO City of Mobridge		PHONE 605-845-3549	DATE 4/5/2019
STREET 114 1st Ave East		JOB NAME Street Oiling	
CITY, STATE and ZIP CODE Mobridge; SD 57601		JOB LOCATION Mobridge, SD	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

Jensen Rock & Sand, Inc. is pleased to quote the following:

Seal Coat with MC-800, or it's equivalent, and type 1B Aggregate.
\$1.60 per Sq Yd

Prime & Seal with MC-70 and type 1B aggregate
\$ 3.00 per Sq Yd

Notes:

- City of Mobridge is to do all pick-up brooming before and after seal coat.
- No haul road or haul road maintenance.
- JRSI is not responsible for any break-up on the streets.
- Payment to be made upon completion after final measurement of streets.
- Price includes Excise Tax

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows: _____ dollars (\$ _____).

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

Authorized Signature _____

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

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

Date of Acceptance: _____

Signature _____

Signature _____



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Gene Cox, Mayor of the City of Mobridge, SD, do hereby proclaim April 26, 2019 as

Arbor Day

In the City of Mobridge, SD, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 9th day of April, 2019
 Mayor _____



10.
427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE SD 57501-5070
(605) 773-3595

MARTIN L. GUINDON, CPA
AUDITOR GENERAL

March 13, 2019

Heather Beck, Finance Officer
City of Mobridge
114 1st Ave. East
Mobridge, SD 57601

We have reviewed and accepted your audit report on the:

City of Mobridge
(For the Year Ended December 31, 2017)

Our review was limited to the report and did not include a review of the working papers.

It is our understanding that the Mobridge Tribune is the official newspaper for the City of Mobridge. If this is not the case, please inform me of the name of the current official newspaper.

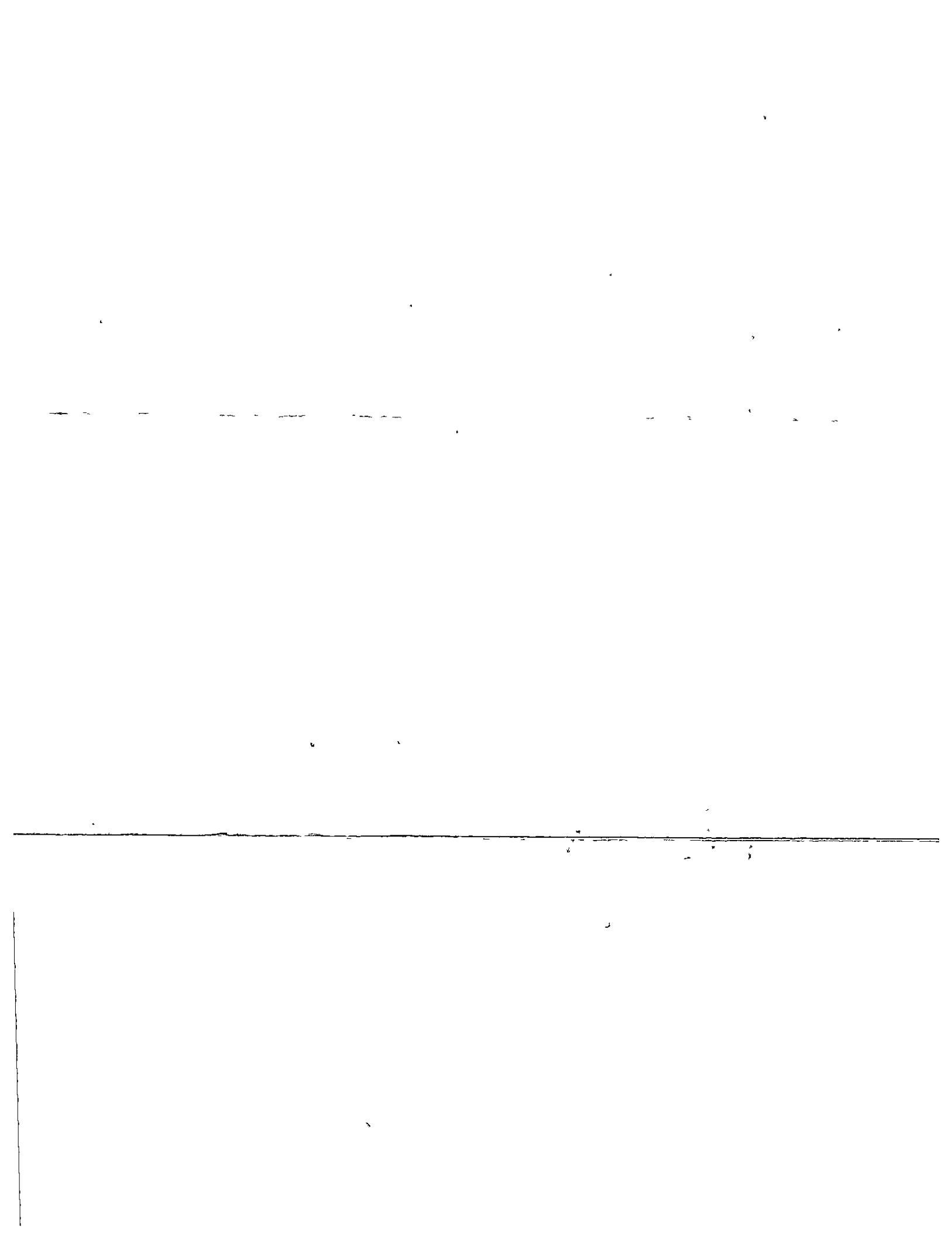
Please present a copy of this letter to the governing board to indicate our acceptance of the audit report.

Yours very truly,

Martin L. Guindon, CPA
Auditor General

MLG:sld

cc: Kohlman, Bierschbach & Anderson, LLP
Certified Public Accountants
PO Box 460
Mobridge, SD 57601



LANDMARK TREE – 2019

City Park Northern Catalpa – *Catalpa Speciosa*



Northern Catalpas are known to be long-lived ornamental shade trees that produce dense clusters of white flowers and long seed pods. Other common names are Cigar Tree or Catawba Tree.

The City Park Northern Catalpa is one of the largest and oldest of the four Catalpa trees in the City. It is over 55 feet tall and estimated to be over 75 years old, likely planted around the time the City Park was originally established.

ADMINISTRATION

	<u>4/9/2019</u>
Salaries	5,584.60
Aflac, insurance	838.88
Cardmember Service, computer software	372.74
Chamber of Commerce, conference/refund	800.00
Clerk of Courts, garnishment	600.00
Credit Collections Bureau, garnishment	286.24
Great Western Bank, HS A contributions	5,009.60
Great Western Bank, payroll taxes	24,784.12
High Point Networks, computer repairs/software	176.98
Hoffman Law, attorney fees	922.75
KCL Group Benefits, insurance	
Kyle Jensen, refund	24.45
Marco, Inc., copier	68.78
Mobr Regional Hospital, deposit refund	750.00
Mobr Shriners, deposit refund	750.00
Mobridge Tribune, publishing	99.57
MYO, deposit refund	750.00
Office Depot, office supplies	78.02
Payment Services Network, prof services	4.95
SD Retirement, retirement	14,440.10
SD State Treasurer, sales tax	1,761.47
SD Unemployment, unemployement ins	82.89
SDML, conference	253.00
SDRS Supplemental Retirement, retirement	150.00
The Open Canvas, supplies	53.70
Wellmark BC/BS, health insurance	16,437.43
West River Telecommunications, utilities	66.10
	<u>75,146.37</u>

CITY ADMINISTRATOR

Salaries	5,000.00
High Point Networks, computer software	66.60
Marco, Inc., copier	68.78
SD City Management Assoc., travel	50.00
SD Unemployment, unemployement ins	48.00
SDML, conference	46.00
The Open Canvas, supplies	32.22
West River Telecommunications, utilities	149.68
	<u>5,461.28</u>

ADVERTISING

0.00

GOVERNMENT BUILDINGS

MDU, utilities	308.98
Dwight Baumann, repairs	98.37
Midco, utilities	211.67
Tri State Water, supplies	8.85
	<u>627.87</u>

OLD CITY HALL

MDU, utilities	487.70
	<u>487.70</u>

POLICE DEPARTMENT

Salaries	51,852.22
Beadles Chevy, vehicle maintenance	191.66
Fleet Services, gasoline	1,136.74
High Point Networks, computer software	199.80
JP Cooke Co., supplies	80.90
Marco, Inc., copier	68.78

LIBRARY

Salaries	6,613.86
Staci Wilson, travel	11.00
Book Systems, books	795.00
CenterPoint Large Print, books	46.74
Dady Drug, supplies	23.83
Demco, supplies	272.26
High Point Networks, computer software	199.80
Ingram, books	242.99
MDU, utilities	635.64
Mobridge Hardware, supplies	5.99
Office Depot, supplies	156.43
SD Unemployment, unemployment	59.11
Selby Record, other	28.00
Servall, supplies	29.47
Showcases, supplies	475.20
Tri State Water, supplies	16.70
Vicki Berg, travel	56.40
West River Telecommunications, utilities	73.11
	<u>9,741.53</u>

AUDITORIUM

Salaries	345.21
Cole Papers, supplies	287.49
Hartford Steam Boiler, prof services	45.00
MDU, utilities	2,603.14
Office Depot, supplies	70.95
Runnings, supplies	77.10
SD Unemployment, unemployment	3.40
West River Telecommunications, utilities	84.19
	<u>3,516.48</u>

NATIONAL GUARD ARMORY

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

ZONING

Salaries	
Verizon Wireless, cell phone	27.22
	<u>27.22</u>
	<u>0.00</u>

3B

Chamber of Commerce, other	6,634.20
	<u>6,634.20</u>

PSAP

At&T, utilities	
Century Link, utilities	688.08
Valley Telecomm., utilities	836.16
Venture Comm., utilities	424.09
Verizon Wireless, cell phone	40.01
West River Telecommunications, utilities	1,577.64
	<u>3,565.98</u>

24/7

Salaries	799.74
Carol Godkin, travel	84.00
Intoximeters, supplies	320.00
sd unemployment, unemployment	15.45
	<u>419.45</u>

STORM SEWER

US Bank, loan payments	11,724.84
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MDU, utilities	617.96				
Mobridge Hardware, supplies	7.99				
Napa, supplies	129.99				
Oahe Vet, prof services	500.00				
Office Depot, supplies	150.27				
Payless Foods, supplies	76.68				
Plunketts, prof services	59.66				
Rees Communication, repairs	218.00				
Runnings, supplies	50.99				
SD Narcotics Officers Assoc., conference	50.00				
SD Sheriff's Assoc., travel	85.00				
SD Unemployment, unemployment	514.66				
SDML Workers Comp, work comp	2,086.00				
Verizon Wireless, cell phone	134.45				
West River Telecommunications, utilities	575.63				
	<u>58,787.38</u>				<u>11,724.84</u>
FIRE DEPARTMENT					
Salaries					
Hoffman Law, prof services	493.75				
Lucky's, diesel	125.91				
MDU, utilities	487.70				
Mobridge Hardware, supplies	159.78				
Office of Fire Marshall, prof services	60.00				
West River Telecommunications, utilities	76.69				
	<u>1,403.83</u>				
OTHER PROTECTION					
MDU, utilities	25.38				
	<u>25.38</u>				
SOLID WASTE COLLECTION					
Heartland Waste, prof services	20,299.00				
	<u>20,299.00</u>				
STREET DEPARTMENT					
Salaries	11,422.78				
Butler Machinery, equipment maintenance	3,736.82				
Cam Wal Electric, utilities	396.00				
GTC Auto Parts, repairs	69.42				
Jensen Rock & Sand, snow removal	2,456.00				
MDU, utilities	6,053.26				
Runnings, supplies	233.06				
SD Unemployment, unemployment	96.65				
Sioux Corp, repairs	140.49				
Slater Oil, diesel/gasoline	4,917.35				
Verizon Wireless, cell phone	31.23				
West River Telecommunications, utilities	87.69				
	<u>18,217.97</u>				
REGULATION AND INSPECTION					
SD Unemployment, unemployment	23.79				
Verizon Wireless, cell phone	27.21				
	<u>51.00</u>				
POOL					
Salaries					
SD Unemployment, unemployment	3.56				
	<u>3.56</u>				
PARK DEPARTMENT					
Salaries	2,925.39				
Gas N Goodies, gasoline	241.21				
MDU, utilities	345.88				
WATER DEPARTMENT					
Salaries				14,498.83	
Beadles Sales, vehicle maintenance				38.12	
Charles Kaiser, uniforms				80.00	
Hach Company, chemical				1,063.23	
High Point Networks, computer software				66.60	
Jensen Rock & Sand, repairs				181.31	
Key Insurance, insurance				448.00	
Marco, Inc., copier				68.78	
MDU, utilities				3,753.77	
Mobridge Hardware, supplies				72.92	
Moore Engineering, prof services				4,235.00	
Office Depot, office supplies					
Payless Foods, supplies				47.91	
Runnings, supplies				117.63	
SD Dept of Health, water samples				269.00	
SD Unemployment, unemployment ins				124.48	
Slater Oil, LP gas				61.00	
The Open Canvas, supplies				10.74	
US Bank, loan payments				21,549.83	
US Post Office, postage				258.72	
USA Blue Book, supplies				860.77	
USDA-Rural Development, loan payment				2,373.00	
Verizon Wireless, cell phone				106.49	
West River Telecommunications, utilities				222.81	
				<u>50,508.94</u>	
SEWER DEPARTMENT					
Salaries				10,147.94	
Beadles Sales, vehicle maintenance				38.12	
Deputy Finance Officer, postage				16.10	
Environmental Resource Assoc., chemical				350.14	
GTC Auto Parts, repairs				63.20	
Hase Plumbing, repairs				705.15	
High Point Networks, computer software				66.60	
Jacobson Electric, repairs				869.39	
Key Insurance, insurance				448.00	
Marco, Inc., copier				68.80	
MDU, utilities				3,851.41	
Mobridge Hardware, supplies				159.96	
NBS Calibrations, prof services				186.00	
Payless Foods, supplies				47.90	
Runnings, supplies				134.38	
SD Dept of Health, water samples				477.00	
SD One Call, prof services					
SD Unemployment, unemployment ins				83.59	
SDWWA, conference				90.00	
The Open Canvas, supplies				10.74	
US Bank, loan payments				24,950.13	
US Post Office, postage				258.72	
Verizon Wireless, cell phone				52.06	
West River Telecommunications, utilities				248.37	
				<u>43,323.70</u>	
AIRPORT					
Cam Wal Electric, utilities				154.19	
Central Diesel, repairs				2,450.53	
Dish TV, utilities				32.03	
KLJ, prof services				4,704.66	

Mobridge Hardware, supplies	8.06	MDU, utilities	167.35
Office Depot, supplies	70.95	Premier Equipment, repairs	1,728.50
Runnings, supplies	220.86	Runnings, supplies	29.94
SD Unemployment, unemployment	29.18	Slater Oil, diesel	556.92
Verizon Wireless, cell phone	54.33	Tyler Polzen, prof services	
Western Equipment Finance, mowing		West River Telecommunications, utilities	158.23
	<u>3,895.86</u>		<u>9,982.35</u>
		CEMETERY	
		Gregg's Drilling & Excavating, prof services	4,750.00
		High Point Networks, computer repairs	175.00
		MDU, utilities	32.89
			<u>4,957.89</u>
			<u><u>331,734.78</u></u>