

AGENDA
Mobridge City Council - Regular Meeting
Tuesday October 8, 2019 5:30 P.M.
Mobridge City Hall

- 1) **Call to Order & Roll Call**
- 2) **Pledge of Allegiance**
- 3) **Adopt Agenda**
- 4) **Approve Minutes**
 - September 10, 2019 Regular Meeting [1]
- 5) **Public Forum and Visitors*****
- 6) **Department Head Reports**
 - Zoning – September Report [2]
 - Water Dept – Superintendent Kurt Schmaltz
 - Approve hiring Wyatt Bieber as a full time employee at \$15.63 per hour eff. 9/30/19
 - Street Dept – Superintendent Ryan Enderson
 - Approve the purchase of a V plow in the amount of \$16,624.46 [3]
- 7) **Unfinished Business**
 - Approve 2nd reading Ord. No. 976, amending 11-1 pertaining to service lines and connections [4]
 - Approve 2nd reading Ord. No. 977, to codify Mobridge City Ordinances Approve 2nd reading of Ord. 975, 2020 appropriation ordinance [5]
- 8) **New Business**
 - Approve lease with the County for office space in the fire hall [6]
 - Approve revised Scherr Howe rental fees and deposit [7]
 - Approve Pay Request No. 6 for the airport runway project [8]
 - Approve Resolution 19-09, Front Footage Assessment [9]
 - Approve contract with Safe Slide Restoration in the amount of \$23,350 [10]
 - Approve health insurance renewal and HSA contribution to employees [11]
- 9) **Discussion and Information Item**
- 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.*

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

**MOBRIDGE CITY COUNCIL
REGULAR MEETING
September 10, 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, September 10, 2019 at 5:30 PM. Mayor Gene Cox, City Administrator Christine Goldsmith, and the following council persons were present: Mound, Laundreaux, Reichert, O'Connell, Yellow Boy and Carlson.

AGENDA:

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

MINUTES:

Moved by O'Connell, second by Mound and carried, to approve the minutes from the Aug 13, 2019 regular meeting. Moved by Yellow Boy, second by O'Connell and carried (Carlson and Mound abstained), to approve the minutes from the Aug 19, 2019 special meeting. Moved by Reichert, second by O'Connell and carried (Carlson abstained), to approve the minutes from the Aug 20, 2019 special meeting. Moved by Yellow Boy, second by Laundreaux and carried (Carlson abstained), to approve the minutes from the Aug 27, 2019 special meeting.

PUBLIC FORUM & VISITORS:

COMPREHENSIVE PLAN PUBLIC HEARING – Eric Senger with NECOG was present to discuss the updated comprehensive plan for the City. The plan details various types of land use along with long term goals. The plan has been recommended for adoption by the Mobridge Planning and Zoning Board. Hearing no comments from the public for or against, moved by Carlson second by Reichert and carried, to approve Resolution 19-07, adopting a Comprehensive Plan for the City of Mobridge.

RESOLUTION 19-07

**RESOLUTION ADOPTING A COMPREHENSIVE PLAN FOR THE CITY OF MOBRIDGE, AS
PROVIDED FOR IN SDCL 111-6-16**

WHEREAS, Chapter 11-6-14 of South Dakota Codified Law has empowered the Planning Commission and City Council of Mobridge to prepare a Comprehensive Plan for the development of the City and the surrounding area; and

WHEREAS, the Mobridge Planning Commission has developed a Comprehensive Plan for the years 2019-2039, and has held the required Public Hearing, and has made a recommendation for adoption of the Plan to the City Council; and

WHEREAS, the Mobridge City Council received the recommendation of the Planning Commission and has held the required Public Hearing; and

WHEREAS, the adoption of the Comprehensive Plan would enhance the responsible development of Mobridge and the surrounding area.

NOW, THEREFORE, be it resolved by the Mobridge City Council, that the Comprehensive Plan for the City for the years 2019-2039 be hereby adopted and effective upon 20 days after publication of this resolution.

HAROLD FORBES was present to complain about nuisance properties. Chief Madison updated the Council on progress with cleanup projects through the Cash-for-Cars and Police Positive programs. Carlson announced that the Fall Ward III cleanup day will be Sept 28th and could use volunteers to help.

DEPT HEAD REPORTS:

Zoning – Duane Martin was present to state the importance of zoning ordinances being followed.

BUILDING PERMITS – The following building permits were approved and issued by the Zoning Officer for the month of August: Beverly Hammer-421 3rd St W-replace fence; Kipp Kettering-812 9th Ave W-siding; John Olson-208 Farmdale Ct-build sidewalk, deck, patio; Keith Merkel-704 1st St E-build garage; Todd Ulmer-2110 1st Ave W-build house; La Rye Herman-1009 Main St-remodel deck; Harlan Robbins-

1411 Sunset Ave-build deck, concrete pad; Harley Overseth-802 3rd Ave W-remodel kitchen; Mark Imber-1116 6th Ave W-move in storage building; Darin Kessler-1009 10th Ave E-addition to garage; David Nisbet-1108 9th Ave W-replace decks; Jim Cerney-112 7th St W-replace deck; Bill Gilbert-309 2nd Ave W-replace front step; Jenny Larson-401 2nd St E-build 120 sq ft storage shed; Todd Goldsmith-1005 North Main-replace steps, deck, remodel kitchen; Bill Bachmeir-519 10th St E-general exterior repair; and Zach Milliken-1822 7th St E-40X60 addition.

Police Dept – Chief Shawn Madison:

OFFICER– Moved by Reichert, second by Mound and carried, to approve promoting Aaron Vogel to full time status effective 9/1/19.

OLD BUSINESS:

2020 APPROPRIATIONS BUDGET – Moved by Yellow Boy, second by Reichert and carried, to approve the 2nd reading of Ordinance No. 975, 2020 Appropriations Ordinance as presented.

NEW BUSINESS:

PUBIC HEARING ALLEY VACATION – A public hearing was held to vacate a portion of an alley requested by Brian & Tara Kramer. Troy Schilling from WRT was present to state support for small businesses and request the Council to make the closure conditional upon the creation of a utility easement. Bruce Brekke with MDU was also present with similar concerns for underground utilities. Moved by O’Connell, second by Yellow Boy and carried, to direct the City Attorney to develop an easement agreeable by all utility companies and the Kramers prior to closing the alley.

TEMPORARY LIQUOR LICENSES – Hearing no opinion for or against, moved by Yellow Boy, second by Mound and carried, to approve a temporary liquor license for the Mobridge Pink Ladies for softball tournament to be held on Oct 5, 2019 and Oct 6, 2019. Hearing no opinion for or against, moved by Carlson, second by O’Connell and carried, to approve a temporary liquor license for Scarecrow Hollow for Farmer Rancher Appreciation Night to be held on Nov 22, 2019 and Nov 23, 2019.

PAY REQUEST AIRPORT – Moved by Carlson, second by Mound and carried, to approve pay request #5 in the amount of \$1,043,107.82 to Morris, Inc. for the airport runway project.

CEMETERY DEEDS – Moved by Reichert, second by O’Connell and carried, to approve a cemetery deed transferring Graves No. 1, 2, 3, 4, 5, 6, 7, & 8, Lot 23, in Block O in Greenwood Cemetery from the City of Mobridge to Wayne & Terry Fischer. Moved by Mound, second by Reichert and carried, to approve a cemetery deed transferring Graves No. 1 & 2, Lot 24, in Block O in Greenwood Cemetery from the City of Mobridge to Thomas & Teresa Fischer. Moved by Yellow Boy, second by O’Connell and carried, to approve a cemetery deed transferring Grave No. 5, Lot 21, in Block O in Greenwood Cemetery from the City of Mobridge to Bonnie A. Fischer.

WATER SERVICE LINE AND CONNECTIONS ORDINANCE No. 976 – Moved by Carlson, second by Mound and carried, to approve the 1st reading of Ordinance pertaining to the installation of service lines and connections.

ORDINANCE NO. 976

AN ORDINANCE OF THE CITY OF MOBRIDGE, SOUTH DAKOTA AMENDING THE REVISED ORDINANCES OF THE CITY, AMENDING ORDINANCES 11-1-3 and 11-1-12 PERTAINING INSTALLATION OF SERVICE LINES AND CONNECTIONS.

BE IT ORDAINED by the City of Mobridge, South Dakota:

That Sections 11-1-3 and 11-1-12 of Chapter 11 of Title of the Revised Ordinances of the City of Mobridge, South Dakota are hereby amended to read as follows:

11-1-3 Each Building to Have Separate Curb Stop

Every separate building must have its own separate curb stop placed at the outside edge of the sidewalk or in the alley; provided, that when two or more buildings are already supplied through one service connection and one curb stop, such service may be continued until separate services and curb stops are ordered, but if the water rates for any of said buildings shall become delinquent and so remain for a period of

fifteen days, the water supply may be cut off from all of said buildings and shall not be again turned on until such delinquent rates and a consumer service fee in an amount set by resolution of the City Council for turning water on and/or off during business and non/business hours are paid. The Water Department may order separate service connection for any such buildings so already supplied through one service if or whenever the City main has been laid in the street adjacent to said building.

11-1-12 Curb-Stop and Shut-Off Valve

Subject to the supervision of the Water Department, for all initial water service provided to a property, it shall be the obligation and cost of the property owner to install all service pipes, water lines, connections, equipment, curb stops, curb stop boxes, shut-off valves and water meters from the water main to the property. Once the initial installation is completed, the water lines, connections, curb stop and curb stop box so installed shall thereafter be under the sole control of the City. It shall remain the property owner's obligation to maintain the water line, connections, and equipment from the affluent side of the curb stop box to the property being served.

Each service pipe must be furnished with a brass curb-stop as approved by the Water Department in each service pipe under the exclusive control of the City. Said curb-stop shall be placed in the pipe under the boulevard at the outer side of the sidewalk area, just inside the curb or at the alley line situated below the action of the frost so that the water can be conveniently shut off and only persons authorized by the Water Superintendent shall open or close or otherwise interfere with said curb-stop. Such curb-stop shall be provided with a box or tube of approved pattern, and the top of each box or tube shall be placed on the level with the grade of the sidewalk or alley, and no premises shall be supplied water services without said box being in good order.

There shall also be a shut-off valve in every attachment located at the first suitable point beyond the street or alley limits to enable consumers to turn the water off in case of accident to the pipes on the premises.

In case of neglect or refusal of the owner to provide or repair the shut-off valve(s) within a reasonable time after being notified, the Water Department shall cause water service to the premises to be terminated until such time as the replacement or repair has been completed and the shut off and turn on fees have been paid.

CITY ORDINANCES CODIFICATION ORDINANCE NO. 977 – Moved by Yellow Boy, second by Reichert and carried, to approve Ordinance to codify the Mobridge City Ordinances.

ORDINANCE NO. 977

AN ORDINANCE ENTITLED: AN ORDINANCE TO CODIFY MOBRIDGE CITY ORDINANCES AND AMENDMENTS.

BE IT ORDAINED by the Mayor and Council of the City of Mobridge:

SECTION 1. There is hereby adopted a codification of the ordinances of the City of Mobridge, Walworth County, South Dakota.

SECTION 2. This code may be referred to as the "Code of Ordinances of 2019" or the "Mobridge City Ordinances" or the "Mobridge Code."

SECTION 3. Any act prohibited by this code, or any amendments hereto, for which a penalty is not herein prescribed, shall be punishable as a misdemeanor by fine or imprisonment, or both, to the extent permitted by the laws of South Dakota.

SECTION 4. An official copy of this code shall be filed in the office of the City Finance Officer and made available to persons desiring to examine the same. It shall be the duty of the Finance Officer to ensure that all subsequent amendments to this code are inserted in the official copy, amended parts noted or removed and new amendments distributed in the form of supplements to the holders of this code.

SECTION 5. All ordinances or parts of ordinances in conflict herewith, to the extent of such inconsistency, are hereby repealed; provided, however, that all ordinances pertaining to annexation; assessments; bonded indebtedness; budgets; buildings; contracts; fair housing; franchises; grant agreements; leases; loans; options; planning; property conveyances; sale, lease or contract to sell lands; subdivision plats; tax levies and other charges and zoning are not repealed; that the repeal of these would be contrary to and inconsistent with the intent of this ordinance. They shall continue in full force and effect and are not repealed.

SECTION 6. Resolutions are not repealed by this code.

SECTION 7. The repeal herein provided shall not affect any offense or act committed or any penalty or forfeiture incurred or any contract or right established or accruing before the date of this adopted ordinance.

SECTION 8. The repeal herein provided shall not affect any ordinance or resolution promising or guaranteeing the payment of money for the municipality, or authorizing the issue of any bonds or any evidence of indebtedness or any contract assumed by the municipality nor any responsibility made prior to the enactment hereof.

SECTION 9. It shall be unlawful for any person to change, alter, or amend any part of this code, except by official action of the City Council. Anyone guilty of so doing shall be guilty of a misdemeanor and subject to such punishment as provided by Section 3 of this ordinance.

SECTION 10. If any chapter, article, section or subsection, sentence, clause or phrase of this code is for any reason declared to be unconstitutional or invalid by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions hereof.

SECTION 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed, to the extent of such conflict.

SECTION 12. This ordinance shall become effective upon its final adoption.

STEP INCREASE – Moved by Yellow Boy, second by O’Connell and carried, to approve a step increase for Josh Fischer, street dept, increasing his hourly wage from \$16.09 to \$16.74 effective 9/2/19.

FAA 20 YEAR AGREEMENT – Moved by Reichert, second by Laundreaux and carried, to approve an agreement with the Federal Aviation Administration for housing radio communications equipment at the Moberidge airport for the next 20 years.

RESOLUTION 19-09 FOR LEGION COMPLEX PROJECT – Moved by O’Connell, second by Mound and carried, to approve the City applying for a SD DOT Transportation Alternatives grant for infrastructure work on the eastern boundary of the Legion Complex.

RESOLUTION 19-09

WHEREAS, the City of Moberidge proposes to address pedestrian safety and water drainage issues along the east side of Legion Complex by constructing sidewalks, parking spaces, and storm sewer; and

WHEREAS, the City of Moberidge now requests financial assistance to complete the proposed project; and

WHEREAS, the project is eligible for the Transportation Alternative Program funds under the South Dakota Department of Transportation; and

NOW THEREFORE, BE IT RESOLVED that the proposed project will meet all local planning, zoning and ordinance requirements; and

THEREFORE, BE IT ALSO RESOLVED that the City of Moberidge supports the project and the submittal of a Transportation Alternative Program application; and

THEREFORE, BE IT ALSO RESOLVED that, if funded, the City of Moberidge will provide a local match minimum of 18.05% of total eligible project costs; and

THEREFORE, BE IT ALSO RESOLVED that the City of Moberidge agrees to maintain the project, if funded, throughout its useful life; and

THEREFORE, BE IT ALSO RESOLVED that the City of Moberidge authorizes the Mayor to execute the Transportation Alternative Program application.

DISCUSSION AND INFORMATION ITEMS:

WARD III CLEANUP – Volunteers can contact City Hall before Sept 28, 2019.

PAYMENT OF BILLS:

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

Aflac, insurance- 915.32; Amer Water Works Assoc, dues-324.00; Aquapure, chemicals-4,119.79; AT&T, utilities- 1,252.87; Avera Occupational Medicine, prof services -161.10; Beadles Sales, vehicle maint-111.18; Cain Law Office, legal fees -3,000.00; Cardmember Service, supplies/other -181.53; Center Point, books -46.74; Century Link, utilities -1,252.87; Chamber of Commerce, prof services -6,275.23; Clerk of Courts, garnishment -600.00; Collections Bureau, garnishment -522.06; Deputy Finance Officer, supplies/postage -597.68; Dish TV, utilities -32.03; Fleet Services, gasoline- 1,306.16; Gas N Goodies, supplies/gasoline -1,131.96; GTC Auto Parts, repair/supplies -256.10; Grand Central, repair -8.00; Great Western Bank, HSA/payroll taxes -31,951.17; Hammer Honda, repairs-296.21; Hawkins, chemical -4,478.40; Heartland Waste, prof services -20,524.25; High Point Networks, computer repairs -374.50; Homestead Building Supplies, supplies -263.30; Hoffman Law, legal fees -62.50; Ingram, books -158.68; KCL, insurance -503.93; KLJ, prof services -39,097.36; Kylie Keller, refund -60.00; Luckys, gas -117.78; MDU, utilities -19,021.44; Marco,

Inc., copier -344.87; Matt Reichert, supplies - 80.00; Merkels Foods, supplies -225.68; Midco, utilities -185.00; Mobr Ambulance, refund -755.00; Mobr Econ Dev, budget allocation - 5,000; Mobr Hardware, supplies -960.45; Mobr Reg Hospital, prof services - 239.00; Mobr Rodeo, budget allocation - 8,000.00; Mobr Tribune, publishing -736.09; Moore Eng, prof services -27,467.91; Morris, prof services -1,043,107.82; MVTI, water samples -125.00; Oahe Vet, prof services -270.99; Office Depot, supplies -333.83; Open Canvass, supplies -514.05; Payless Foods, concession -258.80; Payment Services Network, prof services -4.95; Premier Equipment, repairs -153.85; Runnings, supplies -1,690.50; SD DENR, prof services -10.00; SD Dept of Health, water samples -471.00; SD Library Assoc, conference -195.00; SDML, conference -130.00; SD Dept of Transportation, loan pymt -25,000; SD One Call, prof services -26.25; SD Retirement, retirement -14,154.84; SDRS Supplemental Retirement, retirement -225.00; SD Treasurer, sales tax -1,775.66; SDSU Extension, prof services -700.00; Servall, supplies -30.96; Share Corp, supplies -402.37; Slater Oil, diesel/gasoline; -2,603.60; State Chemical, supplies -575.69; Tactical Medical Solutions, equipment -391.11; Tara Wiest, supplies -47.00; Tri State Water, supplies -36.40; Tyler Hearmen, prof services -3,950.00; US Bank, loan payment -58,224.80; USDA-Rural Development, loan payment -5,298.00; US Post Office, postage -475.00; Valley Telecomm., utilities -852.16; Venture Communications, utilities -424.09; Verizon Wireless, cell phone -395.69; Walworth County Landfill, cleanup -993.50; Walworth County Register of Deeds, prof services -30.00; Wellmark BC/BS, health insurance -16,176.60; West River Telecommunications, utilities -3,552.74; Western Equipment, mower lease-1,004.09.

Salaries: Administration - 9,368.93; City Administrator - 5,000.00; Fire Dept - 550.00; Police Dept - 56,277.07; Street Dept-5,371.58; Park -8,742.71; Pool - 3,195.35; Library -7,126.86; 24/7 -829.36; Water Department - 14,548.70 and Sewer Department - 10,483.67; Zoning - 583.33.

There being no further business to come before the council, the meeting adjourned at 6:24 PM on a motion by Laundreaux, second by Reichert and carried.

Christine Goldsmith, City Administrator
Published once at the total approximate cost of \$

Gene Cox, Mayor

MONTHLY BUILDING REPORT

Sept 2019

NAME	ADDRESS	PROJECT	COST	FEE
Breau Keller	211 20 th St. W.	Build Home	\$200,000	\$209
Just because	Corner of 6 th st. &	Demolish 2 homes & 2	\$1,000	\$10
Dale Schmidt	806 1 st st. E	Build Porch	\$ 2,500	\$12
Dale Schmidt	101 7 th Ave E	Windows. Soffit. Gutters.	\$4,500	\$14
Marty Gienger	907 1 st Ave East	Replace deck	\$1,000	\$10
John Dady	521 4 th Ave West	Temporary Storage	\$ 0	\$20
Mark Wolf	Jay Kraft 2 nd	New home	\$150,000	\$159
Jensen Rentals	2322 10th Ave West	Storage Containers	\$260,000	\$260
B. Wieterholt	814 1 st Ave W	Addition to Home	\$ 15,000	\$24
P.Spoted Horse	303 9 th Ave E	Mobil Home	\$92,000	\$101
Stev Glasser	1116 8 th Ave West	Replace front steps	\$1,000	\$10
Mel Brewer	1115 5 th Ave West	Sprinkler System	\$3,500	\$ 35
Stev Mollen	1650 Pine Ave	Build deck	\$900	\$10
John Dady	521 4 th Ave West	Denied Permit		
Michael Potter	807 3 rd Ave East	Sent notice of fence violation		
Karen Schmidt	1306 Park Lane	Sent notice of permit violation		
Ron Martel	516 8 th St East	Sent notice of permit violation		
Great Plains restaurant	West Highway 12	Discussed permit violation		



4950 E Hwy 12 Aberdeen, SD 57401
605.225.6240 tel | 605.226.5017 fax

October 1, 2019

CITY OF MOBRIDGE
FINANCE OFFICE
114 1ST AVE E
MOBRIDGE, South Dakota 57601-2604

Ryan Enderson,

We are pleased to quote the following for your consideration.

MACHINE SPECIFICATIONS

MOTOR GRADER WORK TOOLS BLD 117 V-PLOW 1.5HPL
LIFT GROUP, MANUAL 1.5"

SELL PRICE \$16,624.46

WARRANTY

Standard Warranty: 12 Months Standard Warranty excluding mileage

F.O.B./TERMS: V Plow and Front Lift will be delivered to Mobridge City Shop. Set up is not included in price of attachment.

We believe the equipment as quoted will exceed your expectations. Thank you for the opportunity to quote this equipment.

Sincerely,

Chad Morgan
Machine Sales Representative
605-380-3136

ORDINANCE NO. 976

AN ORDINANCE OF THE CITY OF MOBRIDGE, SOUTH DAKOTA AMENDING THE REVISED ORDINANCES OF THE CITY, AMENDING ORDINANCES 11-1-3 and 11-1-12 PERTAINING INSTALLATION OF SERVICE LINES AND CONNECTIONS.

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11-1-12 Curb-Stop and Shut-Off Valve

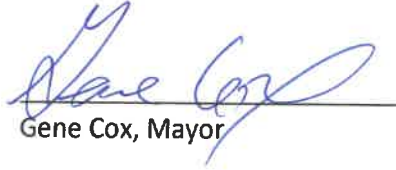
Subject to the supervision of the Water Department, for all initial water service provided to a property, it shall be the obligation and cost of the property owner to install all service pipes, water lines, connections, equipment, curb stops, curb stop boxes, shut-off valves and water meters from the water main to the property. Once the initial installation is completed, the water lines, connections, curb stop and curb stop box so installed shall thereafter be under the sole control of the City. It shall remain the property owner's obligation to maintain the water line, connections, and equipment from the affluent side of the curb stop box to the property being served.

Each service pipe must be furnished with a brass curb-stop as approved by the Water Department in each service pipe under the exclusive control of the City. Said curb-stop shall be placed in the pipe under the boulevard at the outer side of the sidewalk area, just inside the curb or at the alley line situated below the action of the frost so that the water can be conveniently shut off and only persons authorized by the Water Superintendent shall open or close or otherwise interfere with said curb-stop. Such curb-stop shall be provided with a box or tube of approved pattern, and the top of each box or tube shall be placed on the level with the grade of the sidewalk or alley, and no premises shall be supplied water services without said box being in good order.

There shall also be a shut-off valve in every attachment located at the first suitable point beyond the street or alley limits to enable consumers to turn the water off in case of accident to the pipes on the premises.

In case of neglect or refusal of the owner to provide or repair the shut-off valve(s) within a reasonable time after being notified, the Water Department shall cause water service to the premises to be terminated until such time as the replacement or repair has been completed and the shut off and turn on fees have been paid.

APPROVED:


Gene Cox, Mayor

Passed First Reading:

Passed Second Reading:

Adopted:

Published:

Effective:

ATTEST: _____

Finance Officer, Heather Beck

(SEAL)

ORDINANCE NO. 977

**AN ORDINANCE ENTITLED:
AN ORDINANCE TO CODIFY
MOBRIDGE CITY ORDINANCES AND AMENDMENTS**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF
MOBRIDGE:**

SECTION 1. There is hereby adopted a codification of the ordinances of the City of Mobridge, Walworth County, South Dakota.

SECTION 2. This code may be referred to as the “Code of Ordinances of 2019” or the “Mobridge City Ordinances” or the “Mobridge Code.”

SECTION 3. Any act prohibited by this code, or any amendment hereto, for which a penalty is not herein prescribed, shall be punishable as a misdemeanor by fine or imprisonment, or both, to the extent permitted by the laws of South Dakota.

SECTION 4. An official copy of this code shall be filed in the office of the City Finance Officer and made available to persons desiring to examine the same. It shall be the duty of the Finance Officer to ensure that all subsequent amendments to this code are inserted in the official copy, amended parts noted or removed and new amendments distributed in the form of supplements to the holders of this code.

SECTION 5. All ordinances or parts of ordinances in conflict herewith, to the extent of such inconsistency, are hereby repealed; provided, however, that all ordinances pertaining to annexation; assessments; bonded indebtedness; budgets; buildings; contracts; fair housing; franchises; grant agreements; leases; loans; options; planning; property conveyances; sale, lease or contract to sell lands; subdivision plats; tax levies and other charges and zoning are not repealed; that the repeal of these would be contrary to and inconsistent with the intent of this ordinance. They shall continue in full force and effect and are not repealed.

SECTION 6. Resolutions are not repealed by this code.

SECTION 7. The repeal herein provided shall not affect any offense or act committed or any penalty or forfeiture incurred or any contract or right established or accruing before the date of this adopting ordinance.

SECTIONS 8. The repeal herein provided shall not affect any ordinance or resolution promising or guaranteeing the payment of money for the municipality, or authorizing the issue of any bonds or any evidence of indebtedness or any contract assumed by the municipality nor any responsibility made prior to the enactment hereof.

SECTION 9. It shall be unlawful for any person to change, alter or amend any part of this code, except by official action of the City Council. Anyone guilty of so doing shall be guilty of a misdemeanor and subject to such punishment as provided by Section 3 of this ordinance.

SECTION 10. If any chapter, article, section or subsection, sentence, clause or phrase of this code is for any reason declared to be unconstitutional or invalid by a court of competent jurisdiction, such declaration shall not affect the validity of the remaining portions hereof.

SECTION 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed, to the extent of such conflict.

SECTION 12. This ordinance shall become effective upon its final adoption.

APPROVED:


Mayor, Gene Cox

ATTEST:

Finance Officer, Heather Beck

Passed First Reading:

Passed Second Reading:

Approved:

1st Publication:

2nd Publication:

Effective:

CITY – COUNTY OFFICE SPACE LEASE

This Agreement made and entered into this ____ day of _____, 2019, by and between the City of Mobridge, South Dakota, hereinafter described as landlord, and Walworth County, hereinafter described as tenant, witnesseth:

Landlord, in consideration of the rents and covenants hereinafter mentioned, does hereby demise, lease and let unto the tenant, and tenant does hereby take and hire from landlord the following described premises situated in the County of Walworth, State of South Dakota:

Office space in the commons area of the Mobridge, South Dakota Fire Hall building (specifically to be identified by the City Administrator) which building is located at 100 1st Ave. East, Mobridge, South Dakota. In addition, Lessee may have periodic use of the large open area conference room as is necessary for large meetings and periodic use of the kitchen facilities.

It is understood that all of the leased space except the designated office space will be used in conjunction with the Mobridge Fire department who shall have priority in the use of the spaces.

To have and to hold said premises from January 1, 2020 and ending on December 31, 2020. Lessee shall pay rental for the term in the sum of \$4200 which shall be due and payable in advance on January 1, 2020.

It is understood and agreed by and between the parties hereto that the landlord shall furnish, without any additional expense to tenant, the air conditioning and the heat during the term of this Lease. The landlord is to furnish all utilities except telephone service. Tenant shall provide janitorial service for Tenant's office and shall be obligated to clean the conference room and kitchen facilities after each use by Tenant.

It is understood and agreed that the tenant shall have the use of the bathroom facilities in the building.

It is agreed that tenant shall not have the right to affix and attach any advertising signs without express written consent of Landlord.

Tenant shall quietly and peacefully, at the end of the aforesaid term, quit and deliver up said premises in as good condition and state of repair, reasonable and ordinary tear and wear thereof excepted, as the same now are upon occupancy.

Tenant shall not make or suffer any waste thereon or thereof, and shall not assign or sublet the premises or any part thereof without first obtaining the written consent of landlord on this Lease.

The Lessee has examined the leased premises prior to the execution of this Lease and are satisfied with the physical conditions thereof, and agree to take the premises "as is" and further agree that their taking possession thereof shall be conclusive evidence of the receipt thereof in good and satisfactory order and repair and the Lessee further agrees that no representation as to the condition or repair thereof has been made by the Lessor, or any of its agents, which is not herein expressed or endorsed herein, and further agrees that no agreement or promise as to costs of utilities has been made and no promise or agreement to decorate, alter, repair, or improve, or to leave any equipment or furniture in the premises, either before or after the execution hereof, not contained herein, may have been made by the Lessor or any of its agents.

The Lessee agrees that they will, at their own costs and expense, make all repairs caused by their own acts or acts of their invitees.

Upon the occurrence of any damage to said premises the Lessee shall immediately notify Lessor of such damage and take the necessary actions to prevent further damage to said premises.

It agreed that TIME SHALL BE OF THE ESSENCE of this instrument and all terms and conditions thereof shall extend to and be obligatory upon the parties, their assigns and agents.

In case the building on the premises shall, without any fault or neglect on the part of tenant, be destroyed or be so injured by the elements or any other cause, so as to be unfit for occupancy, then the liability of the tenant for the rent of said premises thereafter and all right to possession thereof, shall at once cease.

It is mutually agreed all the covenants, terms and conditions of this Lease shall extend to and firmly bind the heirs, executors, administrators and assigns of the respective parties as fully as the respective parties are themselves bound.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Landlord: _____
City of Mobridge
By Gene Cox, Mayor

Tenant: _____
Walworth County
Board Chairman

Scherr-Howe Event Center Event Lease Short Term Agreement

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the City of Mobridge, South Dakota, hereafter "Lessor" and _____ whose address is _____, hereafter "Lessee", states and the parties agree as follows:

Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby Lease unto the Lessee, and the Lessee does hereby agrees to lease from Lessor, the Scherr-Howe Event Center and services situated in Mobridge, South Dakota for the times and dates as set forth below. Lessee will be allowed exclusive use of the entire facility in full day increments, which includes a maximum of 2 days for setup and 1 day for cleanup indicated below.

Rental Fees and Rental Dates

For Profit Organizations:

\$50 per day for setup, for _____ day(s),	Date(s): _____	Total: \$ _____
\$250 per day for event for _____ day(s).	Date(s): _____	Total: \$ _____
\$50 per day for cleanup for 1 day,	Date: _____	<u>\$ 50.00</u>
Total Rental Fees:		<input type="text"/>

OR

Non Profit Organizations and Individuals:

\$25 per day for setup, for _____ day(s),	Date(s): _____	Total: \$ _____
\$125 per day for event for _____ day(s).	Date(s): _____	Total: \$ _____
\$25 per day for cleanup for 1 day,	Date: _____	<u>\$ 25.00</u>
Total Rental Fees:		<input type="text"/>

The Lessee agrees to pay the Lessor as rent for the demised premises the sum of \$ _____ to be paid on execution of this lease for the rental dates as set forth above.

DAMAGE AND SECURITY DEPOSIT

On execution of this Lease, Lessee shall deposit with the Lessor the sum of either:

\$350.00 for events without alcohol

OR

\$750.00 for events serving alcohol

Such sum shall be returned to Lessee within 5 business days after the end of the term of this Lease if Lessee faithfully performs the covenants and conditions of this Lease and returns said premises to Lessor in the same condition as when leased, normal wear and tear excepted. Said sum shall be retained by Lessor as partial damages to Lessee does not faithfully perform the covenants and conditions of this Lease or if Lessee fails to return the premises in the same condition as when receiving them, normal wear and tear excepted. Within said 5 working days, Lessor shall give Lessee written notice of all damages to the premises or other claim for failure to leave the premises in the same condition as when receiving the premises. Said notice shall also provide Lessee of Lessor's best estimate of the costs of repair or clean up. Such forfeiture shall not be construed as payment in full of any claims the Lessor may have against the Lessee as a result of Lessee not fulfilling the covenants and conditions of this Lease, but only as a partial payment of any damages, cleaning costs or rent payments due that the Lessor may be entitled to as a result of the Lessee not fulfilling the terms and conditions of this Lease or

damage done to the property by the Lessee. The Lessor shall not be obligated to pay Lessee any interest on this deposit but only obligated to return the appropriate amount of the deposit then due the Lessee. A breach of any of the covenants contained herein by the Lessee shall, at the option of the Lessor, be determined a complete breach of this Lease. It is agreed between the parties that the Lessor is entitled to select from the Lessee all damages caused Lessor as a result of the breach of any of the conditions of this Lease and that reasonable attorney's fees necessary to enforce Lessor's rights, pursuant to this Lease, shall be determined to be a damage sustained by the Lessor.

Cancellation Fee

Lessee shall be obligated to Lessor in the sum of \$50.00 as a cancellation fee if event cancellation notice is received by Lessor within seven (7) business days of the scheduled event.

Use and Condition of Premises

Lessee shall use the premises for the following purposes and no other purpose: _____

Lessee shall not use or permit the premises or any part thereof to be used for any purpose which will increase the rate of insurance upon the building located thereon, or cause the building to become uninsurable, nor shall Lessee sell or permit to be kept, stored, used or sold, in or about said premises, any article of substance which may be prohibited by standard form of fire insurance policy.

Lessee agrees to keep the premises and every part thereof, in a clean and wholesome condition and free from debris and rubbish at all times during the term hereof, and any extensions hereof. In the event Lessee fails to clean up the premises after its use, Lessee shall pay Lessor the sum of \$25.00 per manhour for Lessor's time to clean up the premises.

Lessee's Liability and Insurance

Lessee agrees to protect, indemnify, and save harmless the Lessor from and against any and all loss, costs, damages and expenses occasioned by or arising out of any accident or other occurrence causing or inflicting injury and/or damage to any person or property, happening or done in or upon the premises, including the common area, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof during the times the premises are in use by Lessee.

The Lessee agrees to procure and maintain a policy or policies of liability insurance, at its own cost and expense, insuring Lessee from all claims, demands, or actions for injury or death sustained by one or more persons as a result of any one occurrence in the amount of not less than \$300,000.00 plus coverage of not less than \$50,000.00 for damages to property, any or all arising from, related to or connected with, the conduct and operation of Lessee's use of the leased premises. Said policy shall also name Lessor as an additional insured. The insurance policy referenced herein shall not be subject to cancellation except after the conclusion of the term of this lease. Prior to the commencement of this lease, the policy or duly executed certificate or certificates for the same, together with satisfactory evidence of the payment of premium thereon, shall be deposited with Lessor.

Not a Partnership

The relationship of the parties hereto is hereby declared to be solely that of Lessor and Lessee, and nothing herein contained shall be construed as affecting or constituting a partnership between the parties hereto, and the parties hereto expressly declare that it is not their intention in any respect whatsoever to form a partnership between themselves with the respect to the conduct of business upon the premises and neither party

shall have any right to obligate the other in any respect or manner or way whatsoever excepting as is herein provided.

Policies and Procedures Addendum

Lessee acknowledges receipt of a copy of the Scherr-Howe Event Center Building Policies and Procedures Manual and the parties agree that all terms and conditions set forth therein are incorporated herein by reference as if fully set forth in this agreement. Lessee is required to see to it that all policies and procedures and other applicable laws are complied with. _____ *Initial Here*

Miscellaneous

No delay on the part of either party hereto in enforcing any right, condition, privilege or remedy hereunder, or any number of recoveries hereon, shall effect, diminish, suspend or exhaust any such right, privilege or remedy. No waiver of any breach of any covenant, agreement, provision or condition of this lease shall be construed to be and same is hereby declared no to be, a waiver of any succeeding breach of the same or other covenant, agreement, provision or condition herein contained.

Time is expressly hereby declared to be on the essence of this lease, and of each and all of the covenants, agreements, provisions and conditions herein contained. All of the covenants, agreements, provisions and conditions of this lease shall extend to, be binding upon and inure to the parties hereto, their successors, legal representatives and assigns.

In the event either of the parties hereto commence any action or proceeding against the other under or on account of this lease, then and in such event, the prevailing party in such action or proceeding shall be entitled to and shall receive reasonable attorney fees and costs on account of such action or proceeding.

All rentals or sums of money required to be paid to Lessor hereunder shall be paid to Lessor at City Hall in Mobridge, South Dakota.

This lease agreement, including the general terms and conditions contained herein, constitute the entire understanding between the parties hereto and neither party is bound by any verbal or written statement or representation made or which may be made by such party, or any employee, representative or person purporting to act for or on behalf of such party unless same is incorporated herein, or is set for in writing, signed by the party to be charged and attached as an addendum hereto. The captions used as headings for the various articles hereof are for convenience only and are not to be considered as part of this lease or to be used in determining the intent or context thereof.

Special Exceptions

Notwithstanding the forgoing terms, the following special exceptions shall apply: _____

IN WITNESS WHEREOF the Lessor and Lessee have subscribed their names hereto on the date first above written.

CITY OF MOBRIDGE, SD

LESSEE

By: _____

By: _____

Phone: _____

Email: _____

Periodical Estimate for Partial Payment No. 6
 For the Period 09/01/2019 through 09/28/2019



Airport Name Mobridge Municipal Airport
 Location Mobridge, South Dakota
 Project Name Reconstruct Runway 12-30 and Connecting Taxiway, Expand Turnarounds, Grade Runway 12-30 RSA, Replace Runway Culverts, Replace Lighting System, and Replace PAPIs
 AIP Project # 3-46-0038-013-2018 & 3-46-0038-014-2019
 KLJ Project # 1805-01257

Owner City of Mobridge
 114 1st Avenue E
 Mobridge, SD 57601

Contractor Morris, Inc.
 PO Box 1162
 Pierre, SD 57501

Engineer KLJ
 5110 East 57th St.
 Sloux Falls, SD 57108

Cost \$4,323,620.40 (Unit price per Contract and Change Orders)

	AIP -013-2018	AIP -014-2019	Total
Total Work Done to Date	\$ 3,988,048.35	\$ 55,400.00	\$ 4,043,448.35
Material on Hand	918.47	-	918.47
Subtotal	3,988,966.82	55,400.00	4,044,366.82
Retainage 10%	398,896.68	5,540.00	404,436.68
Subtotal (less retained percentage)	3,590,070.14	49,860.00	3,639,930.14
Amount Previously Paid	2,373,839.46	49,860.00	2,423,699.46
Total Amount Due This Estimate	\$ 1,216,230.68	\$ -	1,216,230.68
Make payment directly to Contractor		TOTAL \$	1,216,230.68

Summary of Previous Payments			
	AIP -013-2018	AIP -014-2019	Total
Estimate No. 1	\$ 58,528.07	\$ -	\$ 58,528.07
Estimate No. 2	285,001.65	-	285,001.65
Estimate No. 3	473,666.85	27,585.00	501,251.85
Estimate No. 4	520,960.07	14,850.00	535,810.07
Estimate No. 5	1,035,682.82	7,425.00	1,043,107.82
Total	\$ 2,373,839.46	\$ 49,860.00	\$ 2,423,699.46

I hereby certify that I have prepared this Periodical Estimate and that to the best of my knowledge and belief it is a true and correct statement of work performed and materials supplied by the Contractor. All work and materials included in the estimate have been performed and supplied in full in accordance with the terms and conditions of the corresponding construction contract documents and authorized changes thereto.

09/30/2019
 Date

KLJ

10/1/19
 Date

Morris, Inc.

Date

City of Mobridge

Airport Name Mobridge Municipal Airport
 Location Mobridge, South Dakota
 AIP Project # 3-46-0038-013-2018 & 3-46-0038-014-2019
 Contractor Morris, Inc.

Periodical Estimate No. 6
 KLI Project # 1805-01257

Item #	Spec #	Item	Quantities			Unit	Unit Price	Total Price
			Planned	Current	Total			
BASE BID - Reconstruct Runway 12-30 and Connecting Taxiway								
1	Local	Mobilization	1	0.10	1.00	L.S.	\$ 353,010.00	\$ 353,010.00
2	Local	Airside Traffic Control	1	0.40	1.00	L.S.	19,500.00	19,500.00
3	Plan Notes	Staging/Storage Area and Temporary Access Road	1	-	1.00	L.S.	16,500.00	16,500.00
4	Plan Notes	Biorolls	600	-	600	L.F.	3.30	1,980.00
5	Plan Notes	Temporary Erosion Control Mat	242	-	242	S.Y.	5.50	1,331.00
6	Plan Notes	Temporary Vehicle Tracking Control	1	-	1	Ea.	3,500.00	3,500.00
7	P-101	Remove Bituminous Pavement - Full Depth	39,376	-	39,376	S.Y.	2.00	78,752.00
8	4323620.4	Remove and Salvage Existing Base and Subbase Course - ±15"	39,376	-	39,376	S.Y.	5.00	196,880.00
9	P-152	Unclassified Excavation	24,093	-	24,093	C.Y.	4.00	96,372.00
10	Plan Notes	Subgrade Repair (As Needed)	675	-	269	C.Y.	15.00	4,035.00
11	Plan Notes	Geogrid (As Needed)	2,000	-	898	S.Y.	3.00	2,694.00
12	Plan Notes	Salvaged Subgrade Course (12 inches)	13,937	-	13,937	C.Y.	16.00	222,992.00
13	Plan Notes	Soil Stabilization Fabric	40,513	2,028	40,513	S.Y.	2.35	95,205.55
14	P-154	Subbase Course (13 inches)	14,034	734	14,034	C.Y.	55.00	771,870.00
15	P-208	Aggregate Base Course (6 inches)	6,477	377	6,477	C.Y.	65.00	421,005.00
16	P-401	2-Inch Hot Mix Asphalt (HMA) Surface Course	4,259	4,186.63	4,186.63	Ton	125.00	523,328.75
17	P-401	2-Inch Hot Mix Asphalt (HMA) Base Course	4,259	4,283.36	4,283.36	Ton	125.00	535,420.00
18	P-603	Bituminous Tack Coat	3,786	2,325	2,325	Gal	3.50	8,137.50
19	Plan Notes	Temporary Runway and Taxiway Marking	25,350	-	-	S.F.	0.55	-
20	P-620	Permanent Runway and Taxiway Marking	25,759	-	-	S.F.	0.55	-
21	D-701	Remove and Dispose of 18-Inch CMP	320	-	320	L.F.	10.00	3,200.00
22	D-701	Remove and Dispose of 24-Inch RCP	322	-	322	L.F.	10.00	3,220.00
23	D-701	Remove and Dispose of 24-Inch RCES	2	-	2	Ea.	500.00	1,000.00
24	D-701	51 x 31 Inch Arch RCP Culvert, Cl. III	608	-	608	L.F.	165.00	100,320.00
25	D-701	51 x 31 Inch Arch RCES, Cl. III	4	-	4	Ea.	2,500.00	10,000.00
26	D-705	6 Inch Perforated PVC Edgedrain Pipe with Filter Sock	8,795	380	8,795	L.F.	9.50	83,552.50
27	D-705	6 Inch Solid PVC Outlet Pipe & Headwall	14	3	14	Ea.	1,000.00	14,000.00
28	D-705	Edgedrain Cleanout	19	-	19	Ea.	1,000.00	19,000.00
29	T-901	Seeding	13.5	-	-	Acre	745.00	-
30	T-905	Topsoiling (Obtained On-Site)	8,703	1,000	8,000	C.Y.	3.00	24,000.00
31	T-905	Topsoiling (Obtained Off-Site)	1,566	-	-	C.Y.	25.00	-
32	T-908	Mulching	13.5	-	-	Acre	1,980.00	-
33	Plan Notes	Existing Electrical Equipment Removal	1	-	1	L.S.	10,130.00	10,130.00
34	L-108	No. 4 AWG Cu Type RHW Cable, Installed in trench, Duct bank or Conduit	5,876	-	-	L.F.	1.95	-
35	L-108	No. 4 AWG Cu Ground	2,938	-	-	L.F.	1.15	-
36	L-108	No. 6 AWG Cu Type RHW, Installed in Trench, Duct bank or Conduit	10,698	(8,770)	1,230	L.F.	1.75	2,152.50
37	L-108	No. 6 AWG Cu Ground	4,655	615	615	L.F.	0.95	584.25
38	L-108	No. 8 AWG 5kV L-824 Cable, Installed in Trench, Duct bank, or Conduit	11,910	-	11,700	L.F.	2.75	32,175.00
39	L-108	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench Above Duct Bank or Conduit, Including Ground Rods and Ground Connectors	11,293	-	-	L.F.	2.10	-
40	L-108	Cable Plowing (Counterpoise Only)	10,967	-	-	L.F.	1.80	-
41	L-110	Sand-Encased Electrical Duct, 1x2x2"	80	-	80	L.F.	10.00	800.00
42	L-110	Sand-Encased Electrical Duct, 2x2x2"	161	-	130	L.F.	8.40	1,092.00
43	L-110	Sand-Encased Electrical Duct, 2x2x2" (Bored)	50	-	50	L.F.	25.00	1,250.00
44	L-110	Non-Encased Electrical Conduit, 2" PVC	17,762	1,162	16,262	L.F.	2.30	37,402.60
45	L-110	Non-Encased Electrical Conduit, 2" PVC (Bored)	44	-	44	L.F.	15.00	660.00
46	Plan Notes	Install New L-867B Base Can with Solid Cover	37	5	38	Ea.	470.00	17,860.00
47	Plan Notes	Install New L-861 Medium Intensity Threshold Light (Base Mounted)	16	-	-	Ea.	785.00	-

Airport Name Mobridge Municipal Airport
 Location Mobridge, South Dakota
 AIP Project # 3-46-0038-013-2018 & 3-46-0038-014-2019
 Contractor Morris, Inc.

Periodical Estimate No. 6

KLI Project # 1805-01257

Item #	Spec #	Item	Quantities			Unit	Unit Price	Total Price
			Planned	Current	Total			
48	Plan Notes	Install New L-861 Medium Intensity Runway Edge Light (Base Mounted)	41	4	36	Ea.	760.00	27,360.00
49	Plan Notes	Install New L-850C Runway Edge Light (In-Pavement)	1	0.5	0.5	Ea.	1,850.00	925.00
50	Plan Notes	Install New L-861T(L) Medium Intensity Taxiway Edge Light (Base Mounted)	16	8	8	Ea.	700.00	5,600.00
51	Plan Notes	Install New L-858 Lighted Sign	3	1	3	Ea.	3,250.00	9,750.00
52	Plan Notes	Install New L-858 Non-Lighted Sign	4	1	4	Ea.	1,550.00	6,200.00
53	Plan Notes	Reinstall Salvaged Turf Runway Marker	3	-	-	Ea.	385.00	-
54	Plan Notes	Radio Interface Cabinet	1	-	-	Ea.	10,000.00	-
55	Plan Notes	L-821 Control Panel	1	-	1	Ea.	7,500.00	7,500.00
56	Plan Notes	L-854 Radio Controller	1	-	1	Ea.	5,000.00	5,000.00
57	Plan Notes	7.5KW Constant Current Regulator	1	-	1	Ea.	10,500.00	10,500.00
58	Plan Notes	Step-Up/Step Down Transformers	1	-	-	L.S.	3,000.00	-
59	Plan Notes	Panelboard Reconnection	1	-	-	L.S.	5,500.00	-
TOTAL BASE BID							\$	3,787,746.65

ALTERNATE 1 - Expand Turnarounds

1	P-101	Remove Bituminous Pavement - Full Depth	982	-	982	S.Y.	\$ 2.00	\$ 1,964.00
2	Plan Notes	Remove and Salvage Existing Base and Subbase Course - ±15"	982	-	982	S.Y.	\$ 5.00	4,910.00
3	P-152	Unclassified Excavation	1,837	-	1,837	C.Y.	\$ 4.00	7,348.00
4	Plan Notes	Subgrade Repair (As Needed)	45	-	-	C.Y.	\$ 15.00	-
5	Plan Notes	Geogrid (As Needed)	125	-	-	S.Y.	\$ 3.00	-
6	Plan Notes	Salvaged Subgrade Course (12 inches)	788	-	788	C.Y.	\$ 16.00	12,608.00
7	Plan Notes	Soil Stabilization Fabric	2,537	2,537	2,537	S.Y.	\$ 2.35	5,961.95
8	P-154	Subbase Course (13 inches)	854	854	854	C.Y.	\$ 55.00	46,970.00
9	P-208	Aggregate Base Course (6 inches)	394	394	394	C.Y.	\$ 65.00	25,610.00
10	P-401	2-Inch Hot Mix Asphalt (HMA) Surface Course	258	276.67	276.67	Ton	\$ 125.00	34,583.75
11	P-401	2-Inch Hot Mix Asphalt (HMA) Base Course	258	330.12	330.12	Ton	\$ 125.00	41,265.00
12	P-603	Bituminous Tack Coat	229	110	110	Gal	\$ 3.50	385.00
13	Plan Notes	Obliterate Existing Pavement Marking	500	-	-	L.F.	\$ 7.75	-
14	Plan Notes	Temporary Runway and Taxiway Marking	620	-	-	S.F.	\$ 0.55	-
15	P-620	Permanent Runway and Taxiway Marking	3,112	-	-	S.F.	\$ 0.55	-
16	T-901	Seeding	2.0	-	-	Acre	\$ 745.00	-
17	T-905	Topsoiling (Obtained On-Site)	862	750	750	C.Y.	\$ 3.00	2,250.00
18	T-908	Mulching	2.0	-	-	Acre	\$ 1,980.00	-
19	L-108	No. 8 AWG 5kV L-824 Cable, Installed in Trench, Duct bank, or Conduit	360	-	-	L.F.	\$ 3.75	-
20	L-108	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed in Trench Above Duct Bank or Conduit, Including Ground Rods and Ground Connectors	387	-	-	L.F.	\$ 3.90	-
21	L-108	Cable Plowing (Counterpoise Only)	387	-	-	L.F.	\$ 2.50	-
22	L-110	Non-Encased Electrical Conduit, 2" PVC	360	-	360	L.F.	\$ 2.35	846.00
23	Plan Notes	Install New L-858 Lighted Sign	4	1	4	Ea.	\$ 3,900.00	15,600.00
24	Plan Notes	Install New Retroreflective Markers	42	-	-	Ea.	\$ 165.00	-
TOTAL ALTERNATE 1							\$	200,301.70

Airport Name Mobridge Municipal Airport
 Location Mobridge, South Dakota
 AIP Project # 3-46-0038-013-2018 & 3-46-0038-014-2019
 Contractor Morris, Inc.

Periodical Estimate No. 6

KLJ Project # 1805-01257

Item #	Spec #	Item	Quantities			Unit	Unit Price	Total Price
			Planned	Current	Total			
ALTERNATE 2 - Install New PAPI's								
1	T-901	Seeding	0.2	-	-	Acre	\$ 745.00	\$ -
2	T-908	Mulching	0.2	-	-	Acre	\$ 1,980.00	-
3	Plan Notes	Existing Electrical Equipment Removals	1	-	1	L.S.	\$ 2,200.00	2,200.00
4	L-108	No. 8 AWG 5kV L-824 Cable, Installed in Trench, Duct bank, or Conduit	10,496	-	10,200	L.F.	\$ 2.75	28,050.00
5	Plan Notes	Install New L-867B Base Can with Solid Cover	1	-	1	Ea.	\$ 650.00	650.00
6	Plan Notes	Install New PAPIs	2	-	1	Ea.	\$ 14,500.00	14,500.00
7	Plan Notes	4KW Constant Current Regulator	1	-	1	Ea.	\$ 10,000.00	10,000.00
TOTAL ALTERNATE 2								\$ 55,400.00
TOTAL WORK DONE TO DATE - AIP -013-2018								\$ 3,988,048.35
TOTAL WORK DONE TO DATE - AIP -014-2019								\$ 55,400.00

NOTE: The items highlighted above in tan are items that are funded 100 percent non-AIP and 0 percent AIP.

RESOLUTION NO. 19-09

**A RESOLUTION LEVYING A FRONT FOOT ASSESSMENT
FOR ANNUAL MAINTENANCE OF STREET SURFACES AND
SETTING MAXIMUM ANNUAL ASSESSMENTS**

WHEREAS, SDCL 9-45-38 grants authority to the City of Mobridge to assess special front foot assessment for the purpose of maintaining or repairing street surfacing or pavement, and

WHEREAS, the assessment may not exceed forty cents per front foot upon the lots fronting the street;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Mobridge, Walworth County, South Dakota, that all taxable real property parcels fronting a city street shall be assessed a special front foot assessment of forty cents per front foot; and

BE IT FURTHER RESOLVED that the Finance Officer of the City of Mobridge, Walworth County, South Dakota, be and the same is hereby instructed to direct the Director of Equalization to add the assessment to the general assessment against all taxable real property parcels; and

BE IT FURTHER RESOLVED that the Finance Officer of the City of Mobridge, certify the assessment together with the regular assessment to the County Auditor to be collected as municipal taxes for general purposes.

Dated this 8th day of October, 2019

City of Mobridge

By: _____
Gene Cox, Mayor

ATTEST:

Heather Beck, Finance Officer

Safe Slide Restoration

"Restoring confidence in your slide."

Dale Cooper LLC DBA Safe Slide Restoration

P.O. Box 186, Fredericktown, MO 63645

855.639.7543

www.safeslides.com

September 30th, 2019

MoBridge Aquatic Center / Attn: Heather Beck

2nd Ave E, Mobridge, SD. 57601

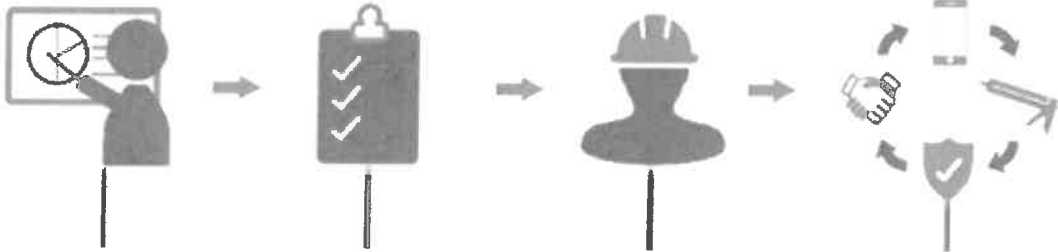
605-845-7368 / cityhall@westriv.com

Hello Heather,

The following is a contract for your water slide restoration project. This contract is based on the proposal sent by Safe Slide Restoration on August 5th, 2019. Our company is certified in fiberglass composites by the American Composite Manufacturer's Association (ACMA). We have over **20-years** of experience working with fiberglass and gel coat.

We Have The Industry's Best Warranties

- There is a **5 - year warranty** on paint for adhesion.
- There is a **5 - year warranty** on structural fiberglass repair not to delaminate.
- There is a **5 - year warranty** on gel coat. With yearly maintenance plan



Unique Restoration System

Products

Superior Products
Industry Proven
Chosen by Performance not Price

Processes

Documented Procedures
Consistent & Standards
Safety Standards
Proper PPE

People

Unmatched Certifications
ACMA, NACE, OSHA, Non-Slip
Experience: 120 Projects Last Year

Guarantees

All Project Managers are ACMA Certified
Gel Coat Thickness Meets OEM Standards
Meeting Deadlines
Responsive

Slide Description:

Open Flume Body Slide - Yellow



Work Description:

Fiberglass Repairs:

- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge)*
- Repair 1 major fiberglass repair on the slide exterior
- All repairs will be done with vinyl-ester resin
- Recaulk seams as needed (recaulking is not a guarantee to stop leaking seams) **
- Seams will be sealed with premium caulk

Polish and Wax - Interior:

- Clean start tub and all open flume sections
- Polish start tub and all open flume sections
- Wax start tub and all open flume sections

Paint - Exterior:

- Wash exterior of slide with internally formulated cleaner
- Prime-coat bare areas as needed
- Paint exterior with Poly - Siloxane Paint
- Paint RAL color: _____

INIT: _____

Total Project Amount: \$23,350.00

50% - due before project starts

50% - due upon completion

After 30 days, an additional 5% will be added to the unpaid amount, and every 30 days thereafter that the payment is late. The park is responsible for any legal fees necessary to collect payment.

Signatures:

MoBridge Aquatic Center: _____

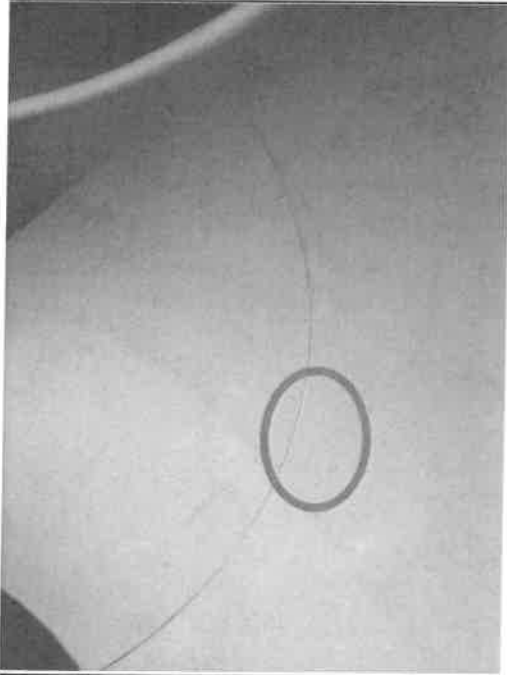
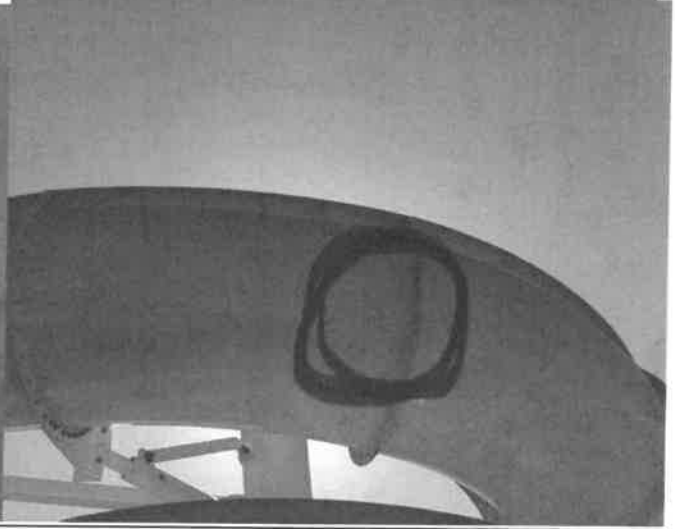
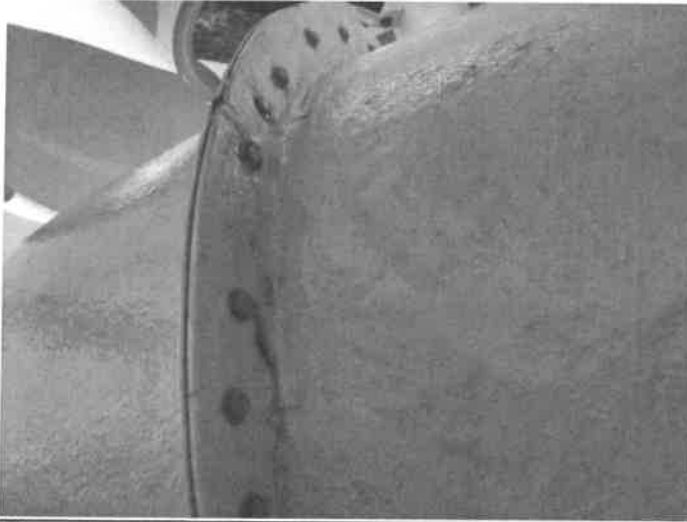
Date: _____

Print: _____

Safe Slide Restoration: _____

Date: _____

Print: _____



Terms & Conditions

***Structural repair is defined as any damage that is an obvious threat to the guests, (i.e. a chip or gouge with a sharp edge). This is not to be confused with cosmetic repair, (i.e. a spider crack with no flaking or raised edge). This does not include any major repairs that require fiberglass cloth and resin lamination.**

**** Because of the restrictions of our caulk being able to adhere to joints without the proper amount of surface area, we require that the seams are 3/16" wide to caulk them (If the seams to tight the caulk will not adhere).**

Customer Expectations

Safe Slide Restoration reserves the right to have adequate access to the project area to complete the project as efficiently as Safe Slide Restoration deems necessary. This may require, but not limited to: working 12 hours per day / seven days a week. The park is responsible to provide an adequate water source (5 gallons per minute), electrical power (multiple circuits will be needed), and restroom facilities for the duration of the job. If there are any chip repairs and gel coat is required; we are capable of doing in field color-matching for gel coat. Safe Slide technicians will tint the gel coat to match the existing gel coat (This is not to be confused with manufacturer's exact color matching). Customer has the right to request a draw down if request is made 45 days before Safe Slide arrives. Recaulking seams does not apply if the seams are fiberglassed over. This Agreement shall be construed and governed by the laws of the State of Missouri. The parties agree that in the event any action is brought to enforce any terms of this Agreement or for damages for breach of the Agreement, the venue for such cause of action shall be Madison County, Missouri Circuit Court.

Customer Responsibilities

If we are repairing leaking seams the customer is responsible for identifying the leaking seams by labeling seams on the interior and exterior of slide (we recommend using a permanent marker in the ride path to label seams). Customer is responsible for identifying areas where lift cannot operate. If a lift is needed, we are not responsible for any broken concrete, landscaping, etc. Safe Slide may request the removal of fencing to allow a lift to access the water slide area (if there isn't access through gate opening). Customer is responsible for providing waste removal. The customer is required to access to restrooms for entirety of project. A walk through of finished work as well as a sign-off is required before our staff leaves the job site. Missing the post project walk through is equivalent to an approved sign off by the customer. Safe Slide Restoration will not be responsible for unscheduled return work in the case that the customer misses scheduled post project walk-through and subsequent sign-off.

Possible Additional Charges/Non-Warranty Items

We do not warranty wet coring or wet substrates. There will be an additional charge for interior or exterior failed coatings. If there are any previous interior or exterior coatings; Safe Slide Restoration does not warranty any substrates previously coated after the manufacturer's original coating, or any previous repairs. The pricing above does not include the cost of state taxes, licenses, or permits if required. Sometimes slides require a second coat of paint to achieve the desired finish. If a second coat of paint is required there will be an additional charge of 50% of the original paint price. A 2-3-point Tie-off system on top portion of closed flume slide may be needed if a lift is inaccessible. A cost of \$90 per panel will be assessed and tie offs will stay in place for customer use. An additional daily fee may be assessed if the project site is compromised due to negligence of customer or persons under the customer's control of on said project site. If the customer does not show up and needs to postpone the post job walk through, there will be an additional charge for the delay. This will be determined by how long Safe Slide must stay on site in order to get the walk-through and sign-off which is required before our staff leaves the site. **The cost of a lift is not included in the above pricing.** If a lift is required, it will be the responsibility of the park to provide.

Confidentiality Agreement

The information in this document is confidential to the person to whom it is addressed and should not be disclosed to any other person. It may not be reproduced in whole, or in part, nor may any of the information contained therein be disclosed without the prior written consent of the directors of Safe Slide Restoration.

Memo

To: Council Members
From: Heather Beck
Date: October 8, 2019
Re: 2020 Health Insurance

Current Plan **\$4,500** Deduct at \$15,877.16 per month premium.

Renewal Plan unfortunately increases the deductible to **\$6,600** at \$16,989.76 per month premium.
7% Increase

Increase of premium to the City by \$13,351.20 per year.

Currently the employees receive \$1,500 per year contribution into their HSA account.

Options for the Council:

- 1) Leave the contribution at \$1,500 per year for each employee. Difference of the premium would then be made up within the department's budget.
- 2) Lower the contribution to \$1,000 per year for each employee. This would add up to \$13,500 per year; making up the increase in premium.

The City continues to pay 100% of the employee premium and 25% of family premium.

Please let me know if you have questions.
Heather

ADMINISTRATION	10/8/2019	PARK DEPARTMENT	
Salaries	9,292.90	Salaries	6,953.31
Aflac, insurance	1,372.98	Great Western Bank, conference	200.00
Avid Hawk, prof services	20.00	GTC Auto Parts, repairs	107.74
Cain Law Office, attorney fees	280.00	Ingram, books	143.77
Clerk of Courts, garnishment	600.00	K&K Auto, repairs	45.00
Credit Collections Bureau, garnishment	522.06	KLJ, contract services	1,470.84
Great Western Bank, conference	13.53	MDU, utilities	400.67
Great Western Bank, HS A contributions	4,829.60	Mobridge Hardware, supplies	391.93
Great Western Bank, payroll taxes	29,217.90	Oahe Landscapes, play parks	200.00
High Point Networks, computer repairs	87.50	Premier Equipment, repairs	1,893.26
Jerry Weischedel, refund	16.18	Quenzer Electric, repairs	40.80
KCL, insurance	476.63	Runnings, supplies	172.68
Kristina Lott, refund	21.76	Verizon Wireless, cell phone	54.72
Marco, Inc., copier	67.71	Voyager Fleet, gasoline	804.78
Mobridge Chamber, deposit refund	590.25		12,879.50
Mobridge Tribune, publishing	454.78	LIBRARY	
Office Depot, supplies	48.88	Salaries	7,132.41
Payment Services Network, prof services	4.95	Bridge City Rentals, repairs	70.00
SD Division of Child Support, garnishment	606.00	CenterPoint Large Print, books	46.74
SD Retirement, retirement	21,367.39	Ingram, books	320.61
SD State Treasurer, sales tax	1,621.69	Karla Bieber, travel	404.11
SDRS Supplemental Retirement, retirement	75.00	MDU, utilities	499.61
Stephanie Dunwoody, refund	99.58	Mobridge Hardware, supplies	72.33
Wellmark BC/BS, health insurance	16,176.60	Runnings, supplies	6.49
West River Telecommunications, utilities	56.94	SD Public Broadcasting, dues	120.00
	87,920.81	Servall, supplies	30.96
CITY ADMINISTRATOR		Tri State Water, supplies	
Salaries	5,000.00	West River Telecommunications, utilities	74.91
Marco, Inc., copier	67.71		8,778.17
SDML, conference		AUDITORIUM	
West River Telecommunications, utilities	137.67	Salaries	
	5,205.38	Cardmember Services, software	74.54
ADVERTISING		MDU, utilities	1,209.33
		Mid-American Chemical, supplies	404.52
	0.00	Quenzer Electric, repairs	43.20
GOVERNMENT BUILDINGS		State Chemical, supplies	317.56
MDU, utilities	297.87	West River Telecommunications, utilities	84.95
Midco, utilities	185.00		2,134.10
Mobridge Hardware, supplies	9.77	NATIONAL GUARD ARMORY	
Plunketts, prof services	65.71	USDA-Rural Development, loan payment	
Runnings, supplies	29.37		0.00
Tri State Water, supplies	26.30	ZONING	
	614.02	Salaries	583.33
OLD CITY HALL		Kenny Jensen, refund	168.00
MDU, utilities	167.90	Mobridge Tribune, publishing	35.87
	167.90	NECOG, prof services	2,500.00
POLICE DEPARTMENT			3,287.20
Salaries	60,519.63	ECONOMIC DEVELOPMENT	
Axon Enterprise, Inc., equipment	390.00		0.00
Beadles Chevy, vehicle maintenance	407.19	LIQUOR	
Cardmember Services, other/supplies	202.62	Mobridge Tribune, publishing	
Dakota Glass, vehicle maintenance	214.40		0.00
Fleet Services, gasoline	1,535.38	3B	
Galls, uniforms/equipment	461.24	Chamber of Commerce, other	11,729.60
Gienger, supplies	80.00		11,729.60
High Point Networks, computer repairs	549.50	PSAP	

Marco, Inc., copier	67.71	At&T, utilities	272.52
MDU, utilities	595.75	Century Link, utilities	1,249.45
Mobridge Hardware, supplies	35.36	High Point Networks, computer repair	
Mobridge Regional Hospital, prof services	155.00	Language Line, prof services	90.00
Napa, vehicle maintenance	2.95	Ramada Hotel, conference	476.00
Oahe Vet, prof services	371.70	SD Dept of Public Safety, prof services	5,400.00
Plunketts, prof services	186.15	Valley Telecomm., utilities	827.16
Rees Communications, equipment	186.00	Venture Comm., utilities	424.09
Runnings, supplies	69.98	Verizon Wireless, cell phone	40.01
SD Sec of State, prof services	30.00	West River Telecommunications, utilities	240.95
Verizon Wireless, cell phone	134.94		<u>9,020.18</u>
West River Telecommunications, utilities	580.51	24/7	
	<u>66,776.01</u>	Salaries	947.84
FIRE DEPARTMENT			<u>0.00</u>
Salaries	550.00	SIB LOAN	
Dakota Glass, supplies	416.34	SD Dept of Transportation, loan payment	
MDU, utilities	167.90		<u>0.00</u>
Mobridge Hardware, supplies	35.91	STORM SEWER LOAN	
Runnings, supplies	72.19	US Bank, loan payment	2,925.00
West River Telecommunications, utilities	77.45		<u>2,925.00</u>
	<u>1,319.79</u>	WATER DEPARTMENT	
OTHER PROTECTION		Salaries	14,383.25
MDU, utilities	21.23	Aqua Pure, chemicals	2,782.37
	<u>21.23</u>	Charles Kaiser, travel	99.00
SOLID WASTE COLLECTION		Core & Main, water meters	56.00
Heartland Waste, prof services	20,444.75	Dakota Glass, tires	727.96
	<u>20,444.75</u>	Fisher Scientific, chemicals	304.78
STREET DEPARTMENT		Greggs Drilling, prof services	4,969.35
Salaries	9,673.24	Hawkins, chemical	366.00
Cam Wal Electric, utilities	396.00	Hub City Roofing, building	41,951.50
Central Diesel, repairs	60.79	Jensen Rock & Sand, supplies	31.04
Dakota Glass, tires/vehicle maintenance	827.95	Marco, copier	67.71
GTC Auto Parts, supplies	18.42	MDU, utilities	3,662.45
Hawkins, snow removal	2,008.16	Mobr Regional Hospital, prof services	42.00
Jensen Rock & Sand, street resurface/snow rem	86,679.89	Mobridge Hardware, supplies	167.12
MDU, utilities	5,846.05	Mobridge Tribune, office supplies	147.51
Merkel's Foods, supplies	34.85	Payless Foods, supplies	44.91
Mobr Regional Hospital, prof services	42.00	Runnings, supplies	165.71
Quenzer Electric, street lights	677.79	SD Dept of Health, water samples	551.00
Runnings, supplies	156.91	SD One Call, prof services	13.12
Share Corp, supplies	549.50	Slater Oil, gasoline/diesel	1,185.89
Slater Oil, gasoline/diesel	994.80	US Bank, loan payment	
Verizon Wireless, cell phone	31.62	US Postal Service, postage	263.48
West River Telecommunications, utilities	91.69	USA Blue Book, supplies	624.70
	<u>98,416.42</u>	USDA-Rural Development, loan payment	2,373.00
REGULATION AND INSPECTION		Verizon Wireless, cell phone	107.57
	<u>0.00</u>	Vessco, repairs	797.26
WEST NILE		West River Telecommunications, utilities	234.20
Van Diest, supplies	4,355.70		<u>76,118.88</u>
	<u>4,355.70</u>	SEWER DEPARTMENT	
POOL		Salaries	10,091.07
Salaries		Hawkins, chemical	352.00
MDU, utilities	180.87	Dakota Glass, tires	727.96
Great Western Bank, other	21.64	Hub City Roofing, building	31,951.50
	<u>202.51</u>	Hydro Klean, maintenance	23,454.90
		Marco, copier	67.72
		MDU, utilities	2,835.08

Merkel's Foods, supplies	37.99
Mobridge Hardware, supplies	8.59
Mobridge Tribune, office supplies	141.11
MVTL, water samples	25.00
Runnings, supplies	71.05
SD Dept of Health, water samples	623.00
SD One Call, prof services	13.13
Slater Oil, gasoline	647.69
US Bank, loan payment	
US Postal Service, postage	263.48
USA Blue Book, small tools	77.31
Verizon Wireless, cell phone	52.64
West River Telecommunications, utilities	255.94
	<u>71,697.16</u>

AIRPORT

Ascent Aviation, fuel for resale	12,138.81
Cam Wal Electric, utilities	95.43
Dady Drug, supplies	5.94
DISH TV, utilities	32.03
KLJ, prof services runway project	34,104.85
MDU, utilities	199.56
Mobridge Hardware, supplies	44.99
Morris, prof services	1,216,230.68
Payless Foods, supplies	10.99
Quenzer Electric, repairs	378.88
Runnings, supplies	301.05
Slater Oil, propane/gasoline	1,409.75
Tyler Hearnen, prof services	3,950.00
West River Telecommunications, utilities	156.21
	<u>1,269,059.17</u>

CEMETERY

MDU, utilities	36.10
Oahe Landscapes, sprinkler system	250.00
Runnings, supplies	104.70
	<u>390.80</u>

1,750,539.28