

**AGENDA**  
**Mobridge City Council - Regular Meeting**  
**Wednesday January 11, 2023 5:30 P.M.**  
**Mobridge City Hall**

- 1) **Call to Order & Roll Call**
- 2) **Pledge of Allegiance**
- 3) **Adopt Agenda**
- 4) **Approve Minutes**
  - December 21, 2022 regular meeting and December 28, 2022 special meeting
- 5) **Public Forum and Visitors\*\*\***
  -
- 6) **Department Heads**
  - Police Department – Captain Justin Jungwirth**
    - Approve a step increase for Officer Nick Bratland increasing his hourly wage from \$24.04 to \$24.29 eff. 12/5/22
    - Approve a step increase for Dispatcher Cindy Rische increasing her hourly wage from \$21.07 to \$21.35 eff. 1/3/23
  - Water/Wastewater Department – Superintendent Kurt Schmaltz**
    - Approve pay request no. 5 to Northern Plains Contracting for the screw pump project
  - Fire Dept – Chief Doug Delaroi**
    - Approve fire dept roster for 2023
  - Zoning – Jacque Rawstern, Zoning Officer**
    - December report
    - Year 2022 Summary
    - Approve 1<sup>st</sup> readings of garage height ordinances (3)
- 7) **Unfinished Business**
- 8) **New Business**
  - Approve pay request no. 2 for jet fuel project to O’Day Equipment
  - Approve Resolution 23-01, salary resolution
  - Approve 2023 contract with Code Enforcement Specialists
  - Designate Official Depositories for 2023
  - Designate the Mobridge Tribune as the Official Newspaper for 2023
  - Authorize Electronic or Early Payments for 2023
  - Set Election Date for April 11, 2023 and approve joint election with the school
- 9) **Discussion and Information Item**
  - Financial Statement
- 10) **Payment of Bills**
- 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 due to the 24 hour public notice requirement.

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

10

**MOBRIDGE CITY COUNCIL  
RESCHEDULED REGULAR MEETING  
December 21, 2022**

Pursuant to due call and notice thereof, a rescheduled Regular Meeting of the Common Council of the City of Mobridge, South Dakota was held in City Hall in said City on Wednesday, December 21, 2022 at 5:30 PM. Mayor Gene Cox, City Administrator/Finance Officer Heather Beck, and the following councilpersons were present: Mound, Cerney, Reichert, Jensen, Kemnitz and Carlson.

**AGENDA:**

The agenda was approved on a motion by Reichert, second by Carlson and carried with the following changes: Visitor Chamber of Commerce and 2023 insurance moved to the special meeting on December 28, 2022.

**MINUTES:**

Moved by Cerney, second by Kemnitz and carried, to approve the minutes from the November 9, 2022 regular meeting.

**PUBLIC FORUM & VISITORS:**

No one present wished to address the Council.

**DEPARTMENTS:**

**Police Department – Chief Shawn Madison**

**STEP INCREASE** - A step increase for Officer's Wren and Ries were tabled until December 28<sup>th</sup> meeting for more information.

**NEW HIRE** – Moved by Carlson, second by Mound and carried, to approve hiring Tristen Graves for the position of Dispatcher at a wage of \$18.00 per hour effective on start date.

**NEW HIRE** – Moved by Mound, second by Cerney and carried, to approve hiring Matthew Conrad for the position of Dispatcher at a wage of \$18.00 per hour effective on start date.

**SURPLUS PROPERTY** – Moved by Carlson, second by Reichert and carried, to approve declaring the following items surplus property. All are at a value of under \$500, so it will be at the discretion of the department head to dispose of.

Motorolla XTL 2500 Complete; Motorolla Comand Star Lite; 2 Power Supply; 2 HP 27 mini; 2 Planar touch screen monitors; 5 keyboards; 2 sets of speakers, 2 sets of mice; white box telephone siren trip; 2 motorolla switch; 3 Motorolla Astro XTL 5000; and 5 Motorolla Com750 with power supply.

**Zoning – BUILDING PERMITS** - The following building permit was approved by the Zoning Officer for the month of November 2022: Mobridge Pit Stop, renovate of inside and updates - \$450,000; and Lorraine Mix, demo garage - \$1,000.

**Fire Dept – Chief Doug Delaroi**

**NEW MEMBER** – Moved by Reichert, second by Kemnitz and carried, to approve new member Chase Delaroi.

**OFFICERS** – Moved by Mound, second by Carlson and carried, to approve the following Fire Department Officers: Chief – Doug Delaroi; Asst Chief – Ryan Ries; Secretary/Treasurer - Colton Hunter; and Training Officer – Justin Sadler.

**UPDATE ON FIRE TRUCK** – Chief Delaroi informed the council that they purchased a used chassis and are fund raising to outfit the truck. They are looking to raise approximately \$160,000 for the project.

**NEW BUSINESS:**

**PAY REQUEST WW PROJECT** – Moved by Kemnitz, second by Carlson and carried, to approve Pay Request No. 4 to Northern Plains Contracting Inc. in the amount of \$90,450.00 for the Wastewater Treatment Plant Headworks project.

**1<sup>ST</sup> READING ORDINANCE NO. 1008** – Moved by Carlson, second by Mound and carried, to approve the 1<sup>st</sup> reading of Ordinance No. 1008, a supplemental appropriation ordinance.

**CONTRACT FOR LEGAL SERVICES** – Moved by Reichert, second by Mound and carried, to approve Resolution 22-19, a resolution establishing contract for legal services.

**RESOLUTION 22-19  
RESOLUTION ESTABLISHING CONTRACT FOR LEGAL SERVICES**

**WHEREAS**, the City of Mobridge by and through its duly elected council members hereinafter referred to as "City of Mobridge" deems it necessary to contract with a licensed attorney and/or law firm to provide legal services to the City of Mobridge.

**WHEREAS**, SDCL 9-14-23 provides that, "[t]he governing body of any municipal corporation may contract for legal services or employ an attorney under such terms and conditions as the governing body shall deem proper. Any contract for legal services with an attorney shall be made by ordinance or resolution. Such contract shall set forth the compensation to be paid and the specific services to be rendered."

**WHEREAS**, the City of Mobridge has decided to enter into a contract for a City Attorney for legal services at \$260.00 per hour.

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Mobridge hereby contracts with the law firm of Bantz, Gosch & Cremer, L.L.C., to provide legal services to the City of Mobridge from January 1, 2023, through December 31, 2023.

**NECOG AGREEMENT** - Moved by Kemnitz, second by Cerney and carried, to approve the Joint Cooperative Agreement with Northeast Council of Governments (NECOG) for 2022 at a cost to the City of \$1,720.07.

**TRANSFER OF FUNDS** – Moved by Laundreaux, second by Mound and carried, to approve the following operating transfers: \$230,961 from PSAP (260) to General Fund (101).

**DISCUSSION AND INFORMATION:**

**FINANCIAL REPORT** – Beck presented a financial report for the month of October to the Council.

**AUDIT LETTER** – A letter from SD Department of Legislative Audit was given to the Council indicating the audit for 2021 was accepted.

**End of the Year Meeting** – A year end meeting will be held December 28, 2022 at 5:30 PM.

**PAYMENT OF BILLS:**

Moved by Mound, second by Cerney and carried, to approve the following bills for payment:  
Accounts Management Inc., garnishment 686.46; Aflac, insurance 790.38; Airside Solutions, repairs 354.84; Aqua-Pure, chemicals 2,245.66; Avid Hawk, prof. services 25.00; Badger Meter, prof. services 106.74; Border States, sup. for inhouse repairs 356.62; Butler Machinery Co., equipment maintenance 52.53; Cam Wal Electric, street lights/utilities 637.97; Cardmember Service, prof. services/supplies 801.48; Carol Douglas, refund 29.86; Center Point Large Print, books 49.14; Central Diesel, equipment maintenance 252.34; Chamber of Commerce, other 10,595.48; Credit Collections Bureau, garnishment 520.04; Cummins Sales & Service, generator service 5,043.59; Dakota Glass & Alignment, repair & maintenance 1,901.17; Dakota Pump & Control, intake pumps 1,137.76; Dakota Supply Group, repair & maintenance 363.38; Demco, supplies 154.86; Deputy Finance Officer, postage 18.00; Dish TV, utilities 48.07; Don Blankartz, supplies 80.00; EBSCO, other services 417.74; First Interstate Bank, HSA contributions/payroll taxes

33,071.51; Fleet Services, gasoline 2,411.19; Gienger Sales & Services, supplies 90.00; Grand Central, vehicle maintenance 232.00; Gregg's Drilling, repairs 1,385.00; GTC Auto Parts, equipment maintenance/vehicle maintenance/sup. inhouse repairs 703.77; Hach Company, chemicals 216.92; Hawkins, chemicals 1,012.60; Heartland Waste Management, prof. services 21,178.50; High Point Network, computer software & hardware 2,366.00; Ingram, books 246.01; Jensen Rentals, other services 60.00; Jensen Rock & Sand, supplies 129.03; Kansas Highway Patrol Fleet Sales, vehicle replacement 22,600.00; KCL, insurance 444.42; KLJ, prof. services 3,985.45; Kohlman, Bierschbach & Anderson, LLP, prof. services 960.00; Komline-Sanderson, equipment maintenance 949.19; Language Line Services, prof. services 96.00; Layne Perman, gasoline 84.22; Library Director, supplies 33.28; Linda Heil, refund 16.05; Marco Inc., copier lease 345.29; Mastercard, building maintenance/sup. for in-house repair/computer software & hardware/machinery & equipment/repair & maintenance/supplies/prof. services/other services 3,167.70; MDU, utilities/street lights 20,571.99; Mid-American Research Chemical, supplies 892.56; Midcontinent Communications, utilities 370.78; Midwest Playscapes Inc., play parks 79,082.22; Milbank Winwater, supplies 304.60; Minn-kota Communications, supplies/repair & maintenance/prof. services/radio maintenance 166,744.04; Mobridge Hardware, repairs & maintenance/supplies 1,384.58; Mobridge Sr. Citizens, other services 6,500.00; Mobridge Tribune, publishing 565.96; MoRest Motel, travel 75.00; MRH Auxiliary, refund 350.00; NAPA Central, equipment maintenance 14.62; North Central Steel Systems, building maintenance 193.80; Northern Plains Contraction, prof. services 90,450.00; Oahe Vet, prof. services 250.00; ODP Business Solutions, office supplies/supplies 412.74; Open Canvas, uniforms 809.17; Orth Lawn Service, supplies/prof. services/repair & maintenance 1,503.00; Parents of Positive Changes, refund 350.00; Paylessfoods, supplies 89.81; Payment Service Network, other 143.95; Plunkett's, prof. service 68.39; Premier Equipment, repair & maintenance 253.94; Quenzer Electric, improve other than buildings/repair & maintenance/street lights/sup. for inhouse repairs 5,250.73; Radar Shop, repairs 35.00; Ramkota Hotel, travel & conference 101.00; Ramkota Inn, travel & conference 103.00; Redwood Toxicology Labs, supplies 231.50; Riteway, supplies 1,419.25; Rodgers Hardwood Floors, repairs and maintenance 18,800.00; Roesler Tree Services, landscaping/yard work improve./prof. services/spraying 630.00; Running Supply, repair & maintenance/supplies 935.94; SD Dept of Transportation, conference 100.00; SD Dept. of Health, water samples 524.00; SD One Call, prof. services 84.00; SD Retirement System, retirement 15,087.32; SD State Treasurer, sales tax 1,751.95; SDRS Supplemental Retirement, retirement 250.00; Servall, supplies 50.66; Slater Oil & LP Gas, propane/diesel/gasoline 14,407.25; TransSource Truck, repairs 1,626.90; Tri State Water, supplies 18.20; US Postal Service, postage 855.21; USA BlueBook, supplies 1,289.90; USDA-Rural Development, loan payment 5,298.00; Valley Telecomm., utilities 832.16; Venture Communications, utilities 424.09; Verizon, telephone/utilities 243.39; Vision Care Associates, health ins 234.80; Voyager, gasoline/diesel 709.75; Walworth Auditor, refund 350.00; Waste Corp. Pumps, repair & maintenance 755.43; Wellmark, insurance 12,630.10; West River Telecommunications, utilities 3,406.58

Salaries: Administration – 9315.36; City Administrator – 2924.00; Police Dept – 62205.07; Fire Dept – 500.00; Street Dept- 11473.32; Parks – 81.00; Zoning – 926.98; Library – 5633.60; 24/7 -1601.82; Water Department – 18678.92; Sewer Department -12031.58; and Airport – 750.00.

There being no further business to come before the council, the meeting adjourned at 5:47 PM on a motion by Reichert, second by Carlson and carried.

\_\_\_\_\_  
Heather Beck, Finance Officer

\_\_\_\_\_  
Gene Cox, Mayor

Published once at the total approximate cost of \$

**MOBRIDGE CITY COUNCIL  
SPECIAL MEETING  
December 28, 2022**

Pursuant to due call and notice thereof, a Special Meeting of the Common Council of the City of Mobridge, South Dakota was held at City Hall in said City on Wednesday December 28, 2022 at 5:30 PM. Mayor Gene Cox, City Administrator/Finance Officer Heather Beck, and the following councilpersons were present: Mound, Reichert, Jensen, and Carlson. Cerney and Kemnitz were absent.

**AGENDA** – Moved by Mound, second by Reichert and carried, to approve the agenda.

**PUBLIC FORUM AND VISITORS** – Jesse Konold, representing the Mobridge Chamber of Commerce and Tourism Committee, spoke about all the years events and the collaboration with the City to make a lot of positive events in the community. Konold also spoke about the grants the Tourism Committee has been able to give to organizations such as: \$20,000 to the fire department, \$10,000 to other non profits and \$25,000 to the City for improvements to the Legion Complex. The Council expressed appreciation for all the hard work of the committee.

**UNFINISHED BUSIESS:**

**2<sup>ND</sup> READING ORDINANCE NO. 1008** – Moved by Carlson, second by Mound and carried, to approve the 2<sup>nd</sup> reading of Ordinance No. 1008, a supplemental appropriation ordinance with the following change: PSAP increase to \$152,500.

101            260            211            302            303

**ORDINANCE NO. 1008  
SUPPLEMENTAL APPROPRIATION ORDINANCE**

BE IT ORDAINED by the Common Council of the City of Mobridge, South Dakota, that the following sum is supplementally appropriated to meet the obligations of the municipality.

	PSAP					Total
	General Fund	911 Fund	3B Fund	fund	Fund	
410 General Government						
411.1 Board, Council or Commission	0					0
412.1 Mayor	0					0
412.2 City Administrator	0					0
413.0 Elections	0					0
414.2 Finance Officer	0					0
419 Other General Government	0					0
419 Other General Government	0					0
419.11 Advertising	0					0
419.2 General Government Buildings	0					0
419.8 Old City Hall	0					0
Total General Government	0	0	0	0	0	0
420 Public Safety						
421 Police	0	152,500				152,500
422 Fire	0					0
429 Other Protection	20					20
Total Public Safety	20	152,500	0	0	0	152,520

430 Public Works						
431 Highways and Streets	0					0
431.01 Street Reconstruction Project	0					0
431.1 Entrance Signs	0					0
432.3 Solid Waste Collection	0					0
433 Water	0					0
435 Airport						0
437 Cemetery						0
Total Public Works	0	0	0	0	0	0
440 Health and Welfare						
441.1 Regulation & Inspection	0					0
441.3 West Nile	0					0
Total Health and Welfare	0	0	0	0	0	0
450 Culture and Recreation						
451 Pool	24,000					24,000
452 Parks	130,000					130,000
452.1 Trails	0					0
455 Library	18,000					18,000
456 Auditorium	31,000					31,000
458 Museum	0					0
Total Culture and Recreation	203,000	0	0	0	0	203,000
460 Conservation and Development						
463.1 Urban Redevelopment	7,681		0			7,681
465.0 Ec Development and Assist	0		29,000			29,000
465.3 Riverfront Development	0					0
Total Conservation and Development	7,681	0	29,000	0	0	36,681
Total Miscellaneous	0	0	0	0	0	0
490 Miscellaneous						
499 Liquor	0					0
Total Miscellaneous	0	0	0	0	0	0
510 Other Financial Uses						
511 Operating Transfers Out	0					0
Total Appropriations	210,701	152,500	29,000	0	0	392,201
Source of Funding						
Unassigned Fund Balance	119,271	19,500	0	0	0	138,771
Assigned Fund Balance	0					0
310 Taxes			29,000			29,000
330 Intergovernmental Revenue	53,375	133,000				186,375
340 Charges for Goods and Services	13,055					13,055
360 Miscellaneous Revenue						0
388 Solid Waste Collection Fees						0
367 Other Contributions	25,000					25,000

390 Other Sources						0
39110 Operating Transfers In						0
Total Means for Finance	210,701	152,500	29,000	0	0	392,201

**STEP INCREASE** – Moved by Reichert, second by Mound and carried, to approve a step increase for Officer Barret Wren, increasing his hourly wage from \$20.73 to \$21.40 effective December 5, 2022. Officer Wren successfully completed his 6 month probation period.

**STEP INCREASE** – Moved by Mound, second by Carlson and carried, to approve a step increase for Officer Jamison Ries, increasing his hourly wage from \$18.62 to \$19.73 effective December 5, 2022. Officer Ries successfully completed his 6 month probation period.

**2023 INSURANCE QUOTES** – Jesse Konold with Key Insurance was present to discuss insurance options with the Council. Three options were presented: Traveler’s Insurance in the amount of \$106,814 with \$1,000 deductible on property; Traveler’s Insurance in the amount of \$96,690 with \$10,000 deductible on property; and Continental Western in the amount of \$106,916 with \$1,000 deductible on property. Konold also discussed the need of having a building valuation assessment done to make sure all of the buildings are adequately covered. Moved by Jensen, second by Reichert and carried, to approve a policy with Traveler’s Insurance in the amount of \$96,690 for 2023.

**PUBLIC HEARING AND TRANSFER** – A public hearing was held to consider a transfer application for a liquor license from Anthony Schneider to Dacotah Bank. Moved by Carlson, second by Reichert and carried, to approve the transfer of a retail on-sale liquor license at the location of Lot 11, Block 6, Original Townsite to the City of Mobridge from Anthony Schneider to Dacotah Bank.

**RENEWAL OF LIQUOR LICENSE** – Moved by Mound, second by Carlson and carried, to approve the renewal of a retail on-sale liquor license for 2023 to Dacotah Bank at the location of Lot 11, Block 6, Original Townsite to the City of Mobridge.

**CODE ENFORCEMENT** – Moved by Jensen, second by Reichert and carried, to authorize the City’s code enforcement contractor Joel Johnson with Code Enforcement Specialists to issue nuisance violation fines.

**PAYMENT OF BILLS:**

Moved by Mound, second by Reichert and carried, to approve the following bills for payment: Accounts Management, garnishment 113.70; AST Computer Repair & Custom Tees, repair & maintenance 60.00; Bingo Kindt, repair & maintenance 440.00; Bridges Against, other 1,000.00; Candice Lutz, travel & conference 20.00; Center Point Large Print, books 49.14; Chad Hintz, other services 150.00; Christopher Peltier, other services 125.00; Code Enforcement, prof. services 1,270.20; Credit Collections Bureau, garnishment 260.02; Cummins Sales & Service, prof. services 733.73; Dady Drug, supplies 47.20; Dakota Glass & Alignment, repairs & maintenance 20.90; Dakota Pump & Control, repair & maintenance 6,357.98; Denise Centeno, other services 175.00; Deputy Finance, postage 8.45; Dish TV, utilities 53.34; First interstate Bank, HSA Contribution/payroll tax 15,796.11; Graham Tire Aberdeen, tires 3,357.00; Grand Central, vehicle maintenance 31.58; Gregg's Drilling, prof. services 3,500.00; Hach Company, chemicals 83.35; Hanna Instruments, chemical 2,936.00; Hawkins, chemicals 70.00; Idexx Distribution, supplies 1,386.01; Ingram, books 115.54; Johnson Controls, prof. services 696.05; Kenneth Rossow, other services 150.00; Klien Museum, other 1,250.00; Lillian Wientjes, other services 175.00; Lindskov Implement, equipment maintenance/improve other than buildings/machinery & equipment/snow removal 3,226.00; Liz Ford, other services 175.00; Marco Inc., copier lease 345.29; Metering & Technology, meters 4,535.69; Michael Todd Co., snow removal 1,984.96; Milliken Electric, repair & maintenance 7,373.97; Minn-Kota Communications, radio maintenance 26,373.88; Mobridge Community Development Corp., other 1,000.00; Mobridge Hardware, supplies/repair & maintenance 414.54; Mobridge Manufacturing, repair & maintenance 627.50; Mobridge Youth Wrestling, other 1,500.00; Muth Electric Inc. repair & maintenance 11,593.68; ODP Business Solutions, office supplies/supplies 151.44; Open Canvas, prof. service 60.00; Paylessfoods, supplies 148.47; Police Positive, other 1,000.00; Redwood Toxicology Labs, supplies 101.25; Runnings, supplies/sup. Inhouse repairs/small tools/repair & maintenance 1,015.78; SD Dept. of Health, water samples 267.00; SD Retirement System, retirement 15,618.04; SD

State Attorney, PBT participation fees 818.00; SDRS Supplement Retirement, retirement 125.00; Servall, supplies 50.66; Slater Oil & LP Gas, LP gas/fuel oil 183.09; Tammie Fischer, travel & conference 314.43; TimeClock Plus, computer software & hardware 2,543.62; Tom O'Connell, other services 50.00; TransSource Truck, equipment maintenance 10.91; Uniform Center, uniform/equipment 7,749.00; USA BlueBook, sup. for inhouse repairs/supplies 1,824.08; Venture Communications, utilities 424.09; Verizon, telephone/utilities 210.18; Wellmark, health insurance 12,541.18; West River Telecommunications, supplies/prof. services 1,775.00.

Salaries: Administration – 2876.82; City Administrator – 1462.00; Police Dept – 29812.99; Street Dept- 7461.40; Zoning – 463.49; Library – 2816.80; 24/7 -809.00; Water Department – 9218.49; Sewer Department -4658.84.

**VISITOR** – Doug Crow Ghost and Pete Reichert addressed the Council requesting use of Scherr Howe Arena to host corn hole league one night a week. After some discussion and questions, the Council gave the Corn Hole League full support. Details will be worked out at City Hall.

Moved by Reichert, second by Mound and carried, to adjourn the meeting at 6:14 PM.

\_\_\_\_\_  
Heather Beck, Finance Officer

\_\_\_\_\_  
Gene Cox, Mayor

Published once at the total approximate cost of \$







**Progress Estimate - Lump Sum Work**

**Owner:** City of Moberge  
**Engineer:** Moore Engineering, Inc.  
**Contractor:** Northern Plains Contracting, Inc.  
**Project:** Wastewater Treatment Plant Headworks Improvements  
**Contract:** Wastewater Treatment Plant Headworks Improvements  
**Application No.:** 5

**Contractor's Application for Payment**

**Owner's Project No.:**  
**Engineer's Project No.:** 21108  
**Contractor's Project No.:** 22-980

Application Period: From		to		Application Date:					
12/01/22		12/31/22		12/27/22					
Item No.	Description	Scheduled Value (\$)	Work Completed (D + E) From Previous Application (\$)	Work Completed This Period (\$)	Materials Currently Stored (not in D or E) (\$)	Work Completed and Materials Stored to Date (D + E + F) (\$)	% of Scheduled Value (G / C) (%)	Balance to Finish (C - G) (\$)	
		Project Totals \$	1,681,959.78 \$	65,266.78 \$	132,350.00 \$	438,252.27 \$	635,869.05 \$	38% \$	1,046,090.73 \$

**Stored Materials Summary**

**Owner:** City of Moberge  
**Engineer:** Moore Engineering, Inc.  
**Contractor:** Northern Plains Contracting, Inc.  
**Project:** Wastewater Treatment Plant Headworks Improvements  
**Contract:** Wastewater Treatment Plant Headworks Improvements  
**Application No.:** 5

**Contractor's Application for Payment**

**Owner's Project No.:** 21108  
**Engineer's Project No.:** 22-980  
**Contractor's Project No.:**

Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Application Period: From		to		Application Date:	M	
						G	H	I	J			K
						Previous Amount Stored (\$)	Materials Stored Amount Stored this Period (\$)	Amount Stored to Date (G+H) (\$)	Amount Previously Incorporated in the Work (\$)	Amount Incorporated in the Work this Period (\$)	Total Amount Incorporated in the Work (J+K) (\$)	Materials Remaining in Storage (I-L) (\$)
Electrical - Milliker	101891950.00	7.1	DSG	Job Site	2	23,934.08	23,934.08	23,934.08				
Electrical - Milliker	101891949.00	7.1	DSG	Job Site	2	559.27	559.27	559.27				
Piping (Material an	296200	5	DSG	Job Site	2	308.87	308.87	308.87				
Pumps (Labor and M	348283	3 & 4	CORE & MAIN	Job Site	2	2,447.84	2,447.84	2,447.84				
Pumps (Labor and M	3113	13	CORE & MAIN	Job Site	3	4,516.92	4,516.92	4,516.92				
Materials and In	RH7456.1	22	EPIC INTERNATIONAL	Job Site	3	8,830.00	8,830.00	8,830.00				
Pumps (Labor and M	3134	13	EPIC INTERNATIONAL	Rodney Hunt	4	26,000.00	26,000.00	26,000.00				
VAC/Plumbing - Fa	129863	10 & 12	EPIC INTERNATIONAL	Job Site	4	36,500.00	36,500.00	36,500.00				
VAC/Plumbing - Fa	130446	11	O'CONNOR COMPANY	Job Site	5	128,000.00	128,000.00	128,000.00				
VAC/Plumbing - Fa	129585	10	O'CONNOR COMPANY	Job Site	5	5,356.95	5,356.95	5,356.95				
VAC/Plumbing - Fa	130917	9.1	O'CONNOR COMPANY	Job Site	5	8,583.90	8,583.90	8,583.90				
VAC/Plumbing - Fa	131167	11	O'CONNOR COMPANY	Job Site	5	1,815.83	1,815.83	1,815.83				
						3,810.57	3,810.57	3,810.57				
						187,588.04	187,588.04	187,588.04				
<b>Totals \$</b>						<b>103,096.98</b>	<b>\$ 335,155.29</b>	<b>\$ 438,252.27</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$ 438,252.27</b>

# 2023 MOBRIDGE FIRE DEPARTMENT ROSTER

Fire Chief – Doug DeLaRoi

Assistant Fire Chief – Ryan Reis

Secretary/Treasurer – Colton Hunter

Equipment and Training – Justin Sadler

Mitch Voller

Justin Wiest

Brent Wiederholt

Kris Mosset

Steve Schneider

Kody Conlon

James Bieber

Brady Fuhrer

Kasey Roesler

Kurt Schmaltz

Chris Zeller

Dave Guggolz

Adam Fiedler

Kelly Silbernagel

Jed Gosch

Kyle Beier

Hunter DeLaRoi

Chase DeLaRoi

Scott Mertz

**December Building Permits**

Anthony & Amber Zornes	904 4th Ave West	Adding 12x8 wall & egress window in basement	\$1,800.00
Randy & Mel Hanson	1122 10th Ave West	finish basement, bedroom & bathroom	\$35,000.00

**\$36,800.00**

**2 Total Permits**

# 2022 Annual Building Permit Report

Number of permits issued in 2022	93
Permits Denied due to code violation	1
Temporary Permits	1
Demolition Permits	6

**Total Permits Applications 92**

**Total dollar value of permits \$37,674,408.00**

**2 Issued Permits for new Homes to be moved in**

Jesse Roshau	\$30,000.00
Charlie & Sherry Savely	300,000.00

**Total: \$330,000.00**

**Commercial Permits given**

Jensen Rentals	85,000.00
Midcontinent Communications	15,000.00
Kramer Inc.	1,900,000.00
Kenny Jensen Rentals	100,000.00
Grand Central	10,000.00
City of Mobridge	57,200.00
Mobridge Regional Hospital	33,043,182.00
Great Western Bank	1,600.00
Farm Credit Services of America	72,000.00
STS Properties	250,000.00
Moose Lodge	3000.00
Dollar Tree Store	206,000.00
Mobridge Pit Stop	450,000.00

**Total: \$36,192,982.00**

**General renovations, additions, new fences and garages \$1,481,386.00**

## City of Mobridge Planning and Zoning 2022 Annual Report

The board held 7 meetings this past year. They reviewed 2 Variance Applications, 1 Revision Zoning Ordinances, 1 Conditional Use Applications, 2 Rezoning Petition, 1 Re-Plat

**ORDINANCE NO. 23-01**

AN ORDINANCE ENTITLED: AN ORDINANCE IN REVISION OF TITLE 9 – LOW DENSITY RESIDENTIAL DISTRICT (R-1), SECTION 9.05, SUBSECTION 1 OF THE ZONING ORDINANCES OF THE CITY OF MOBRIDGE, SOUTH DAKOTA PERTAINING TO INCREASE THE PERMITTED HEIGHT OF ACCESSORY STRUCTURES TO 24 FEET.

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

That TITLE 9, SECTION 9.05, SUBSECTION 1 OF THE ZONING ORDINANCES OF THE CITY OF MOBRIDGE, SOUTH DAKOTA shall be amended to read as follows:

**9.05 Requirements for Accessory Structures.** An accessory building may be erected detached from the principal building or may be erected as an integral part of the principal building, or it may be connected by a breezeway or similar structure. No accessory building shall be erected in any required yard other than a rear yard, except as hereinafter provided. Any accessory building not in a rear yard whether detached from or connected with the principal building shall be so placed as to meet all yard requirements for a principal building. If located in a rear yard, both detached and connected accessory structures shall be subject to the requirements set forth in the following paragraphs:

1. The height of such accessory buildings shall not exceed twenty four (24') feet and the distance of such buildings from other separate buildings on the same lot shall be at least six (6') feet except that a breezeway, at least six (6') feet in length, may connect an accessory building with a principal building.

APPROVED: \_\_\_\_\_  
Mayor

Passed First Reading: \_\_\_\_\_  
 Passed Second Reading: \_\_\_\_\_  
 Adopted: \_\_\_\_\_  
 Published: \_\_\_\_\_  
 Effective: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Finance Officer

(SEAL)



**ORDINANCE NO. 23-02**

AN ORDINANCE ENTITLED: AN ORDINANCE IN REVISION OF TITLE 10 – MEDIUM DENSITY RESIDENTIAL DISTRICT (R-2), SECTION 10.05, SUBSECTION 1 OF THE ZONING ORDINANCES OF THE CITY OF MOBRIDGE, SOUTH DAKOTA PERTAINING TO INCREASE THE PERMITTED HEIGHT OF ACCESSORY STRUCTURES TO 24 FEET.

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

That TITLE 10, SECTION 10.05, SUBSECTION 1 OF THE ZONING ORDINANCES OF THE CITY OF MOBRIDGE, SOUTH DAKOTA shall be amended to read as follows:

**10.05 Requirements for Accessory Structures.** An accessory building may be erected detached from the principal building or may be erected as an integral part of the principal building, or it may be connected by a breezeway or similar structure. No accessory building shall be erected in any required yard other than a rear yard, except as hereinafter provided. Any accessory building not in a rear yard whether detached from or connected with the principal building shall be so placed as to meet all yard requirements for a principal building. If located in a rear yard, both detached and connected accessory structures shall be subject to the requirements set forth in the following paragraphs:

1. The height of such accessory buildings shall not exceed twenty four (24') feet and the distance of such buildings from other separate buildings on the same lot shall be at least six (6') feet except that a breezeway, at least six (6') feet in length, may connect an accessory building with a principal building.

APPROVED: \_\_\_\_\_  
Mayor

Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Finance Officer

(SEAL)

**ORDINANCE NO. 23-03**

AN ORDINANCE ENTITLED: AN ORDINANCE IN REVISION OF TITLE 11 – MEDIUM DENSITY RESIDENTIAL AND MOBILE HOME DISTRICT (R-3), SECTION 11.05, SUBSECTION 1 OF THE ZONING ORDINANCES OF THE CITY OF MOBRIDGE, SOUTH DAKOTA PERTAINING TO INCREASE THE PERMITTED HEIGHT OF ACCESSORY STRUCTURES TO 24 FEET.

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

That TITLE 11, SECTION 11.05, SUBSECTION 1 OF THE ZONING ORDINANCES OF THE CITY OF MOBRIDGE, SOUTH DAKOTA shall be amended to read as follows:

**11.05 Requirements for Accessory Structures.** An accessory building may be erected detached from the principal building or may be erected as an integral part of the principal building, or it may be connected by a breezeway or similar structure. No accessory building shall be erected in any required yard other than a rear yard, except as hereinafter provided. Any accessory building not in a rear yard whether detached from or connected with the principal building shall be so placed as to meet all yard requirements for a principal building. If located in a rear yard, both detached and connected accessory structures shall be subject to the requirements set forth in the following paragraphs:

1. The height of such accessory buildings shall not exceed twenty four (24') feet and the distance of such buildings from other separate buildings on the same lot shall be at least six (6') feet except that a breezeway, at least six (6') feet in length, may connect an accessory building with a principal building.

APPROVED: \_\_\_\_\_  
Mayor

Passed First Reading: \_\_\_\_\_

Passed Second Reading: \_\_\_\_\_

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

Effective: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Finance Officer

(SEAL)

Periodical Estimate for Partial Payment No. 2  
For the Period 10/01/2022 through 12/31/2022



Airport Name Mobridge Municipal Airport  
Location Mobridge, South Dakota  
Project Name Install New Jet A Fuel System  
AIP Project # 3-46-0038-018-2022  
KLJ Project # 2105-01709

Owner  
City of Mobridge  
114 1st Ave. E  
Mobridge, SD 57601

Contractor  
O'Day Equipment, LLC  
1301 40th Street N.  
Fargo, ND 58102

Engineer  
KLJ  
330 Knollwood Drive  
Rapid City, SD 57701

Cost \$766,845.87 (Unit price per Contract and Change Order #1)

	AIP	Non-AIP	Total
Total Work Done to Date	\$ 495,181.60	\$ -	\$ 495,181.60
Material on Hand	-	-	-
Subtotal	495,181.60	-	495,181.60
Retainage 10%	49,518.16	-	49,518.16
Subtotal (less retained percentage)	445,663.44	-	445,663.44
Amount Previously Paid	255,672.07	-	255,672.07
Total Amount Due This Estimate	\$ 189,991.37	\$ -	\$ 189,991.37
<b>Make payment directly to Contractor</b>		<b>TOTAL \$</b>	<b>189,991.37</b>

Summary of Previous Payments			
	AIP	Non-AIP	Total
Estimate No. 1	\$ 255,672.07	\$ -	\$ 255,672.07
Estimate No. 2	-	-	-
Estimate No. 3	-	-	-
Estimate No. 4	-	-	-
Estimate No. 5	-	-	-
<b>Total</b>	<b>\$ 255,672.07</b>	<b>\$ -</b>	<b>\$ 255,672.07</b>

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.

01/03/2023  
Date

*Charles J Baker*  
KLJ

12/31/2022  
Date

*[Signature]*  
O'Day Equipment, LLC

Date

City of Mobridge

Airport Name Mobridge Municipal Airport  
 Location Mobridge, South Dakota  
 AIP Project # 3-46-0038-018-2022  
 KLI Project # 2105-01709  
 Contractor O'Day Equipment, LLC

Periodical Estimate No. 2

Item #	Spec #	Item	Quantities			Unit	Unit Price	Total Price
			Planned	Current	Total			
<b>Base Bid - Jet A Fuel System and Dispensers</b>								
1	C-105	Mobilization			0.60	L.S.	\$ 26,015.00	\$ 15,609.00
2	C-105	Contractor Staging / Storage Area	1.00		1.00	L.S.	-	-
3	P-101	Pavement Removal	207		110	S.Y.	30.46	3,350.60
4	P-152	Unclassified Excavation	1.00		1.00	L.S.	13,009.00	13,009.00
5	Plan Notes	Pavement Restoration	207	2	110	S.Y.	218.26	24,008.60
6	P-603	Emulsified Asphalt Tack Coat	104	54	54	Gal.	7.27	-
7	SDD07 462	Concrete Work	1.00	0.75	0.75	L.S.	57,106.00	51,395.40
8	T-901	Seeding	1.00	0.75	0.75	L.S.	3,423.00	-
9	T-905	Topsolling	1.00	1.00	1.00	L.S.	3,423.00	3,423.00
10	T-908	Mulching	1.00	0.75	0.75	L.S.	3,423.00	-
11	C-102	Biorolls	75		-	L.F.	25.69	-
12	220192	Jet A Above Ground Storage Tank, Piping and Accessories	1.00	0.50	0.75	L.S.	263,962.00	197,971.50
13	220192	Jet A Dispensing Equipment and Accessories	1.00	0.75	0.75	L.S.	74,676.00	56,007.00
14	275317	Fuel Management System	1.00	0.50	0.50	L.S.	38,508.00	19,254.00
15	Division 26	Electrical Work	1.00		0.50	L.S.	215,443.00	107,721.50
16	L & S	Contractor Material Testing	1.00		1.00	L.S.	-	-
17	L & S	Airside Traffic Control	1.00		0.60	L.S.	5,720.00	3,432.00
18	L & S	Contractor Survey	1.00		-	L.S.	3,560.00	-
							<b>TOTAL \$</b>	<b>495,181.60</b>
<b>Change Order 1</b>								
CO 1-1		Interchangeable Single Point / Over Wing Nozzle	1.00		-	L.S.	\$ 4,410.00	\$ -
							<b>TOTAL \$</b>	<b>-</b>
							<b>TOTAL AIP \$</b>	<b>495,181.60</b>
							<b>TOTAL NON-AIP \$</b>	<b>-</b>
							<b>TOTAL WORK DONE TO DATE \$</b>	<b>495,181.60</b>
NOTE: The items highlighted above in green are items that are missing 28-compressive strength test results and not included for additional payment at this time.								
NOTE: The items highlighted above in blue are items that are missing submittals and not included for payment at this time.								
NOTE: The items highlighted above in tan are items that are funded 100 percent non-AIP and 0 percent AIP.								

**RESOLUTION 23-01**

WHEREAS, the following offices or positions of the City are created by statute or ordinance (Mobridge Ordinance 1-1-2); and  
 WHEREAS, the compensation must be set for each employee (Mobridge Ordinance 1-1-1[25]);  
 NOW THEREFORE, BE IT RESOLVED that the following compensation shall be set for 2023;

Name	Position	Hourly	Annually
Cox, Gene	Mayor		\$9,548.00
Carlson, Randy	Councilperson		\$6,753.00
Cerney, Amy	Councilperson		\$6,753.00
Jensen, Kyle	Councilperson		\$6,753.00
Kemnitz, Brent	Councilperson		\$6,753.00
Mound, Jade	Councilperson		\$6,753.00
Reichert, Curtis	Councilperson		\$6,753.00
DeLaroi, Doug	Fire Chief		\$5,400.00
Ries, Ryan	Assistant Fire Chief		\$1,200.00
Hunter, Colton	Fire Dept Sec-Treas		\$1,800.00
Sadler, Justin	Fire Safety Officer		\$1,200.00
Beck, Heather	Finance Officer/City Administrator		\$82,486.00
Naasz, Alicia	Deputy Finance Officer	\$21.20	
Rawstern, Jacquelyn	City Clerk/Zoning Officer	\$18.49	
Fuhrer, Brady	Airport Manager		\$9,000.00
Blankartz, Donald	Waste Water Plant Manager	\$26.76	
Brown, Daron	Water Plant Manager	\$22.45	
Fuhrer, Brady	Water Dept	\$18.73	
Kaiser, Charles Bo	Water Dept	\$22.77	
Keller, Chris	Water Dept	\$21.94	
Schmaltz, Kurt	Water & Waste Water Superintendent		\$72,170.00
Shillingstad, Nathan	Water Plant Operator	\$19.67	
Open	Wastewater Maintenance	\$17.00	
Bratland, Nick	Police Officer	\$26.35	
Conrad, Matthew	Dispatcher	\$19.53	
DeLaroi, Doug	Fill In Police Officer	\$24.90	
Farmen, Lesley	Fill In Police Officer	\$24.90	
Fischer, Tammie Rae	Dispatcher	\$26.32	
Graves, Tristen	Dispatcher	\$19.53	
Jungwirth, Justin	Captain		\$63,888.00
Kaiser, Mark	Dispatcher	\$22.85	
Killsback, Emily	Dispatcher	\$22.97	
Knecht, Don	Fill In Police Officer	\$24.90	
Lutz, Candice	Dispatcher	\$25.35	
Madison, Shawn	Police Chief		\$86,035.00
Maier, Laura	Dispatcher	\$26.32	
Norder, Ashton	Police Officer	\$27.05	
Pepin, Nate	Police Officer	\$25.49	
Perman, Layne	Fill In Police Officer	\$24.90	
Ries, Jamison	Police Officer	\$21.41	
Rische, Cindy	Dispatcher	\$23.16	
Romans, Teresa	24/7 Administrator	\$17.56	
Wientjes, Kenneth	Fill In Police Officer	\$24.90	
Wren, Barrett	Police Officer	\$23.22	
Zweber, Josh	Fill In Police Officer	\$24.90	
Bieber, Wyatt	Street/Park Maintenance	\$19.03	
Enderson, Ryan	Street/Park Superintendent	\$30.03	
Fischer, Joshua	Street/Park Maintenance	\$21.21	
Bieber, Karla	Library Director	\$23.06	
Wilson, Staci	Assistant Librarian	\$15.15	

Dated this 11th day of January 2023.

ATTEST:

\_\_\_\_\_  
Gene Cox, Mayor

\_\_\_\_\_  
Heather Beck, Finance Officer

Independent Contractor Agreement

This Independent Contractor Agreement ("Agreement") is made and entered into on the date on the signature page below, by and between Joel Johnson, President of Code Enforcement Specialists, LLC ("CONTRACTOR") ("Contractor") and the City of \_\_\_\_\_ (the "City"), a municipality located in \_\_\_\_\_ County, South Dakota. Collectively, Contractor and the City are referred to as the "parties."

1. **PURPOSE.** The purpose of this Agreement is to outline the duties of both parties relating to inspection and enforcement of the City's Ordinances.

1.1 Independent Contractor. The parties to this Agreement agree that Contractor is an independent contractor. Contractor works exclusively for himself. While performing services hereunder, Contractor is an independent contractor and not an officer, agent, or employee of the City. Contractor will: (1) realize a profit or loss based on the success of his work performance; (2) work when he chooses and for whom he chooses, in addition to the City; (3) provide his own supplies and equipment; (4) significantly invest in his facilities or equipment used for work and; (5) keep his services available to other municipalities and the public at large. The City will not insulate the loss incurred nor restrict the amount of gain Contractor receives, hire the Contractor for an ongoing or indefinite period, instruct the Contractor on how to perform his work other than through enforcement of this Agreement, require Contractor to work on a regular basis, provide equipment and supplies to Contractor, and limit Contractor from having an ongoing business of his own. This Agreement shall be in no way construed to create an employer-employee relationship between Contractor and the City.

2. **SCOPE OF WORK.** Contractor agrees to provide to the City, in a competent, professional, and workmanlike manner, the following services:

2.1 Ordinance Review. Contractor will review the City's ordinances and any amendments thereto occurring during the term of this contract which affect the City's nuisance codes related to property maintenance. Contractor may review the City's other ordinances if he is requested to do so. After reviewing the City's ordinances, Contractor may recommend that the City alter or adopt ordinances to reflect the most recent Edition of the International Property Maintenance Code.

2.2 Inspection. Contractor will inspect the City's properties to identify code violations that relate to property maintenance issues, property value enhancement, residential and commercial construction issues, and ensuring residents of the City adhere to the most recent Edition of the International Property Maintenance Code, other requirements as codified in the City's nuisance ordinances, and other ordinances related to property maintenance. Property maintenance issues include, but are not necessarily limited to: property maintenance of building exteriors for commercial and residential properties, ensuring properties meet the City's ordinances related to property maintenance, ensuring any residential improvements comply with the City's ordinances, and any other Ordinances which the City requests that Contractor enforce. Contractor shall prevent and help remedy violations of the City's nuisance ordinances or parts of the most recent Edition of the International Property Maintenance Code in accordance with the section below.

2.3 Assistance With Violations. Contractor shall document the violation through photographs and written reports and keep a file on properties which have property

maintenance issues or otherwise violate the City's ordinances or parts of the most recent Edition of the International Property Maintenance Code. After documenting the violation, the Contractor shall report the violation to the City or appropriate state authorities and assist as needed on an on-going basis.

3. **COMPLETION OF WORK.** Contractor shall commence work on a date and time agreed upon by the City and will complete work in a timely and efficient manner that is to the satisfaction of the City.
4. **COMPENSATION PROCEDURES.** City shall place a retainer in the sum of \$1,500.00 with CONTRACTOR annually. The hourly rates for work performed by Contractor shall not exceed \$ 75.00 per hour, which is in addition to mileage (at \$ .60/mile) and reimbursement for actual expenses (rooms, meals, postage, etc.). If the work performed is in excess of \$1,500.00 annually, then and in that event, City agrees to pay invoices submitted by Contractor in a timely manner after the receipt of the invoice. In the event Contractor does not meet the \$ 1,500.00 retainer, any excess will be carried over to the next year or will be refunded at the request of the City.
5. **NON-ASSIGNABILITY.** Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other.
6. **TERM OF AGREEMENT.** This agreement shall be for a period of one year from the date of the execution of the Agreement. The parties may mutually agree to renew this Agreement by letter agreement to continue under the same terms. All notices shall be given in writing addressed to the other party. No fees shall be earned after the effective date of the termination. Upon any termination, all finished or unfinished document, data, studies, surveys, drawings, maps, models, photographs, reports, or other material prepared by Contractor pursuant to this Agreement shall become the property of the City.
7. **TERMINATION.** The City and Contractor agree this Agreement can be terminated as follows:
  - 7.1 Generally. This Agreement may be terminated by either party hereto upon sixty (60) days written notice.
  - 7.2 Expiration of Term of Contract. This Agreement is terminated upon expiration of the one-year contract term and the failure of the parties to renew this Agreement by the provision in Paragraph 6.
8. **INDEMNIFICATION.** Contractor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool from and against all liability, claims, and demands on account of injury, loss or damage which arise out of or are in any manner, connected with this contract or the scope of work.
9. **INSURANCE.** The Contractor, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage, shown by a Certificate of Insurance, the types and with limits as follows:
  - 9.1 Commercial General Liability Insurance. The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$ 1,000,000.00 for each occurrence. If such insurance contains a general aggregate

limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

9.2 Professional Liability Insurance or Miscellaneous Professional Liability Insurance. The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

9.3 Business Automobile Liability Insurance. The Contractor shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

9.4 Worker's Compensation Insurance. The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

9.5 Proof of Insurance. Before beginning work under this Agreement, Contractor shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence maintenance of the foregoing types of insurance required by this Agreement, if requested by City. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Contractor agrees to provide notice to the City and provide a new Certificate of Insurance showing continuous coverage in the amounts required. Contractor shall furnish copies of insurance policies if requested by the City.

10. **OWNERSHIP OF WORK PRODUCT GENERATED.** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the City by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the City and will not be used in any way by the Contractor without the express written consent of the City.

11. **WAIVER.** No term, covenant, or condition of this Agreement can be waived except by the written consent of the Client, and forbearance or indulgence by the Client in any regard whatsoever shall not constitute a waiver of any term, covenant, or condition to be performed by Contractor until complete performance by Contractor of this Agreement, the City shall be entitled to invoke any remedy available to it under this Agreement by law despite any such forbearance or indulgence.

12. **CHOICE OF LAW AND VENUE.** The terms of this Agreement shall be interpreted according to the laws of the State of South Dakota. The parties agree any legal dispute arising between the parties regarding this Agreement shall be venued in Gregory County, Sixth Judicial Circuit, South Dakota.

13. **NOTICE.** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth on the signature page below. Notice shall be given by and to City Council or, \_\_\_\_\_, on behalf of the City, and by and to Contractor on his own behalf, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail.



14. **COMPLIANCE.** Contractor will comply with all federal, state, and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will solely be responsible for obtaining current information on such requirements.
15. **REPORT OF INJURY.** Contractor agrees to report to the City any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Contractor, or the City or its officers, agents or employees to liability. Consultant shall report any such event to the City immediately upon discovery.
16. **COMPLETENESS OF AGREEMENT.** It is expressly agreed that this Agreement contains the entire undertaking of the parties relevant to the subject matter thereof and there are no verbal or written representations, agreements, warranties or promises pertaining to the project matter thereof not expressly incorporated in this writing. Any additions, changes, or modifications to this Agreement upon execution must be in writing and signed by both parties.
17. **ENFORCEMENT AND ATTORNEY'S FEES.** If either party breaches this Agreement, the non-breaching party may seek all available equitable and legal remedies including, but not limited to: specific performance and damages. The breaching party shall pay all reasonable attorney's fees incurred by the non-breaching party seeking enforcement of the terms of this Agreement or damages arising from this Agreement.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement.

Code Enforcement Specialists, LLC ("Contractor")

Dated: \_\_\_\_\_

BY: Joel Johnson, President  
 PO Box 125  
 Burke, SD 57523

City of \_\_\_\_\_, a Municipal Corporation

Dated: \_\_\_\_\_

BY: Authorized Client Signature / Title

Print Name

Mailing Address:

City/State/Zip Code:

# Memo

To: Council Members  
From: Heather Beck  
Date: January 11, 2023  
Re: Official Depositories

---

Hello,

Each year at the first meeting of January the council designates the official depositories for the coming year. For 2023, I ask that the council designate the following as official depositories:

- Dacotah Bank
- Great Western Bank
- Wells Fargo Bank
- SD Public Funds Investment Trust

Thanks,

Heather

# Memo

To: Council Members  
From: Heather Beck  
Date: January 11, 2023  
Re: Electronic Payments

There are certain payments that I make that may not be approved in the payment of bills prior to the payment being made due to the due dates of the payments or the payment process required by the vendor. For example, I may pay the credit card bill online before the next meeting so I can make the due date and avoid a late fee.

The auditors have recommended that I get approval from the council to make these types of payments each year. Below is a list of vendors that I would like to have authorization to pay electronically and/or prior to the next council meeting if necessary for 2023.

VENDOR

Cardmember Services  
Century Link  
Credit Collections Bureau  
Deposit Refunds  
Dish TV  
First National Bank  
Fleet Services  
Great Western Bank  
Kansas City Life  
Marco  
Midco  
SD Retirement System  
SD Office of Child Support  
SDRS Supplemental Retirement  
SD State Treasurer  
SD Unemployment Insurance Division  
USDA Rural Development  
Venture Communications  
Verizon Wireless  
United Accounts  
US Bank  
Wellmark Blue Cross Blue Shield

FOR

Various Charges  
PSAP Utilities  
Wage Garnishment  
Scherr Howe  
Utilities  
Loan Payments  
Gasoline Fleet Card  
Payroll Tax Deposits/Various Charges  
Insurance  
Copier Lease  
Utilities  
Retirement Remittance  
Wage Garnishment  
Supplemental Retirement  
Sales Tax Report  
Unemployment Insurance  
Armory Loan Payments  
PSAP Utilities  
Cell Phones  
Wage Garnishment  
Loan Payments  
Health Insurance

Thanks,

Heather

# Memo

To: Council Members  
From: Heather Beck  
Date: January 11, 2023  
Re: Election Date

---

Hello,

The council is required to set the date of the annual municipal election no later than the first meeting in January. Therefore, I would ask that the council make a motion to hold the annual municipal election on Tuesday, April 11, 2023.

I would also ask that the council make a motion to approve combining the election with the school district to share costs and approve the Mayor signing the agreement.

Thanks,

Heather

Those positions up for re-election:

- Curtis Reichert – Ward 1
- Amy Cerney – Ward 2 (1 yr term)
- Brent Kemnitz – Ward 2
- Jade Mound – Ward 3

<b>ADMINISTRATION</b>	<b>1/11/2023</b>	<b>AUDITORIUM</b>	
Salaries	2,849.24	Homestead Building Supplies, repair & maintenance	263.44
Accounts Management Inc., garnishment	113.70	Johnson Controls, prof. services	744.85
Aflac, insurance	790.38	MDU, utilities	3,876.75
Credit Collections Bureau, garnishment	260.02		<u>4,885.04</u>
First Interstate Bank, HSA contributions	2,410.25	<b>NATIONAL GUARD ARMORY</b>	
First Interstate Bank, payroll taxes	16,203.42	USDA-Rural Development, loan payment	2,925.00
KCL, insurance	508.12		<u>2,925.00</u>
Payment Service Networks, credit card fees	54.95	<b>ZONING</b>	
SD State Treasurer, sales tax	1,517.13	Salaries	463.49
SDRS Supplemental Retirement, retirement	125.00		<u>463.49</u>
	<u>24,832.21</u>	<b>3B</b>	
<b>CITY ADMINISTRATOR</b>		Chamber of Commerce, other	10,309.84
Salaries	1,462.00		<u>10,309.84</u>
	<u>1,462.00</u>	<b>PSAP</b>	
<b>GOVERNMENT BUILDINGS</b>		CentralSquare Technologies, prof. services	45,055.45
Johnson Controls, prof. services	744.85		<u>45,055.45</u>
MDU, utilities	374.11	<b>24/7</b>	
	<u>1,118.96</u>	Salaries	728.10
<b>OLD CITY HALL</b>		SD Unemployment, unemployment compensation	5.20
MDU, utilities	742.24		<u>733.30</u>
	<u>742.24</u>	<b>WATER DEPARTMENT</b>	
<b>POLICE DEPARTMENT</b>		Salaries	9,171.25
Salaries	37,360.59	Badger Meter, prof. services	106.80
Fleet Services, gasoline	2,017.01	Beadle's Sales, equipment maintenance	55.83
Grand Central, vehicle maintenance	14.00	GTC, vehicle maintenance	7.19
Jensen Rentals, other services	60.00	Hach Company, supplies	3,260.43
Johnson Controls, prof. services	744.85	Johnson Controls, prof. services	1,489.72
MDU, utilities	748.23	MDU, utilities/repair & maintenance	8,590.29
Runnings Supply, supplies	49.98	Mobridge Hardware, supplies/ sup. for in-house repairs	151.70
SD Unemployment, unemployment compensation	18.61	Moore Engineering, prof. services	260,402.80
	<u>41,013.27</u>	North Central Steel Systems, repair & maintenance	425.81
<b>FIRE DEPARTMENT</b>		Paylessfoods, supplies	54.97
Salaries		Runnings Supply, supplies/building maintenance	375.49
Johnson Controls, prof. services	744.85	SD Unemployment, unemployment compensation	1.83
MDU, utilities	742.24	Slater Oil & LP Gas, gasoline/diesel/LP gas	8,567.20
	<u>1,487.09</u>	US Bank, loan payment	18,274.35
<b>OTHER PROTECTION</b>		US Postal Service, postage	353.77
MDU, utilities	26.57	USA BlueBook, supplies	1,593.94
	<u>26.57</u>	USDA-Rural Development, loan payment	2,373.00
<b>SOLID WASTE COLLECTION</b>			<u>315,256.37</u>
Heartland Waste, prof services	20,961.20	<b>SEWER DEPARTMENT</b>	
	<u>20,961.20</u>	Salaries	4,459.46
<b>REGULATION &amp; INSPECTION</b>		Johnson Controls, prof. services	744.86
Code Enforcement Specialist, prof. services	1,500.00	MDU, utilities	4,669.17
	<u>1,500.00</u>	Mobridge Hardware, supplies	48.97
<b>STREET DEPARTMENT</b>		Moore Engineering, prof. services	27,134.23
Salaries	5,721.85	Northern Plains Contraction, prof. services	420,754.76
Butler Machinery Co., equipment maintenance	103.25	Runnings Supply, supplies	78.71
GTC Auto Parts, repair & maintenance/equipment maintenance	170.92	SD DANR, prof. services	3,650.00
MDU, utilities/street lights	5,632.93	Slater Oil & LP Gas, gasoline/diesel/LP gas	6,086.97
Slater Oil & LP Gas, diesel/LP gas	6,827.06	Sweeney Controls, prof. services	308.00
	<u>18,456.01</u>	US Bank, loan payment	24,950.13
<b>POOL</b>		US Postal Service, postage	353.77
MDU, utilities	89.13		<u>493,239.03</u>
	<u>89.13</u>	<b>AIRPORT</b>	
<b>PARK DEPARTMENT</b>		Salaries	45.31
Dakota Glass & Alignment, repair & maintenance	25.00	M & M Electric, repair & maintenance	643.25
Hammer's Honda, repair & maintenance	71.17	MDU, utilities	626.24
MDU, utilities	505.03	O'Day Equipment, prof. services	189,991.37
Pollock Implement & Lumber, repair & maintenance	495.06	Slater Oil & LP Gas, LP Gas/diesel	4,284.68
SD Unemployment, unemployment compensation	15.81		<u>195,590.85</u>
	<u>1,112.07</u>	<b>CEMETERY</b>	
<b>LIBRARY</b>		MDU, utilities	35.00
Salaries	2,816.80		<u>35.00</u>
Johnson Controls, prof. services	744.86	<b>ALL DEPARTMENTS</b>	
MDU, utilities	1,225.73	Bridgemark Insurance Solutions, insurance	96,400.00
	<u>4,787.39</u>		<u>96,400.00</u>