

AGENDA
Mobridge City Council - Regular Meeting
Wednesday February 7, 2024 5:30 P.M.
Mobridge City Hall

- 1) **Call to Order & Roll Call**
- 2) **Pledge of Allegiance**
- 3) **Adopt Agenda**
- 4) **Approve Minutes**
 - January 10, 2024 regular meeting [1]
- 5) **Public Forum and Visitors*****
 - Allison Kiesz, NECOG – Update on mitigation plan [2]
 - Ted Dickey, NECOG – Public hearing on Wastewater project [2]
 - Jerod Klambunde, Moore Engineering – Discussion on project [3]
 - Approve agreement with Moore Eng for misc tasks/projects
- 6) **Department Heads**
 - Water/Wastewater – Superintendent Kurt Schmaltz**
 - Approve purchase of lift equipment [4]
 - Police Dept – Chief Shawn Madison**
 - Approve the hire of Jamison Ries as police officer at \$22.05 per hour eff. upon start date
 - Update on bullet proof vest grant
 - Approve purchase of police vehicles
 - Events – Manager Monica Weninger-Schmaltz - Update [5]**
- 7) **Unfinished Business**
 -
- 8) **New Business**
 - Public hearing and approve temporary liquor licenses [6]
 - Approve Resolution 24-03, approval of issue and sale of revenue bonds for water system project [7]
 - Approve tax abatement [8]
 - Approve cemetery deed [9]
 - Approve agreement with Kohlman Biersbach and Anderson for 2023 audit (scheduled for May 20-24) [10]
 - Approve hiring Mike Nehls as part time Code Enforcement officer at \$21.20 per hour eff. upon start date [10]
- 9) **Discussion and Information Item**
 - Financial Statement
- 10) **Payment of Bills** [11]
- 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.***

/s/

**MOBRIDGE CITY COUNCIL
REGULAR MEETING
January 10, 2024**

Pursuant to due call and notice thereof, a Regular Meeting of the Common Council of the City of Mobridge, South Dakota was held in City Hall in said City on Wednesday, January 10, 2024 at 5:30 PM. Mayor Gene Cox, City Administrator/Finance Officer Heather Beck and the following council was 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 change: the addition of discussion on the parking ordinance and moving the February meeting.

MINUTES:

Moved by Mound, second by Carlson and carried, to approve the minutes from the December 13, 2023 regular meeting. Moved by Kemnitz, second by Reichert and carried, to approve the minutes from the December 27, 2023 special meeting.

PUBLIC FORUM & VISITORS:

Charlie Baker and Kent Penney with KLJ Engineering was present to discuss the future projects of the airport. Their recommendation is to complete a master plan. The last one was done in 2005. The cost is approximately \$350,000 with a local share of \$17,500. This will help in future planning and determining necessary projects.

DEPT HEAD REPORTS:

Fire Department – Chief Doug Delaroi

FIRE DEPT MEMBERS –Moved by Carlson, second by Reichert and carried, to approve the following fire department roster for 2024: Doug Delaroi, James Bieber, Kelly Silbernagel, Ryan Ries, Mitch Voller, Justin Wiest, Brent Wiederholt, Kris Mosset, Steve Schneider, Kody Conlon, Justin Sadler, Brady Fuhrer, Kasey Roesler, Kurt Schmaltz, Chris Zeller, Dave Guggolz, Adam Fiedler, Jed Gosch, Kyle Beier, Hunter Delaroi, Chase Delaroi, Wyatt Bieber, Snowy Fire Cloud, Colton Hunter and Scott Mertz.

Zoning

BUILDING PERMITS - The following building permit was approved by the Zoning Officer for the month of December: New Freedom Baptist Church, 415 6th Ave East, Handicap Ramp; Chris Huber, 105 5th Ave East, Replacing door with a 36" door & replacing bay window with a 9'x4' window

2023 BUILDING PERMIT SUMMARY – The Council was presented with a 2023 summary of building permits issued and zoning activity. 74 building permits were issued for a total dollar value of \$1,380,775.

Recreation & Events – Manager Monica Weninger-Schmaltz – Weninger-Schmaltz gave the Council a fun update on her past and upcoming events.

NEW BUSINESS:

RESOLUTION 24-01, SALARIES – Moved by Carlson, second by Reichert and carried, to approve Resolution 24-01, 2024 salaries.

RESOLUTION 24-01

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 2024;

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		\$84,961.00
Naasz, Alicia	Deputy Finance Officer	\$21.84	
Rawstern, Jacquelyn	City Clerk/Zoning Officer	\$19.04	
Weninger-Schmaltz, Monica	Recreation & Events Manager	\$20.60	
Fuhrer, Brady	Airport Manager		\$9,000.00
Blankartz, Donald	Waste Water Plant PT	\$40.00	
Brown, Daron	Water Plant Manager	\$25.37	
Fuhrer, Brady	Water Dept	\$19.29	
Kaiser, Charles Bo	Water Dept	\$23.45	
Keller, Chris	Water Dept	\$22.60	
Schmaltz, Kurt	Water & Waste Water Superintendent		\$74,335.00
Shillingstad, Nathan	Water Plant Operator	\$20.26	
Vogel, Aaron	Wastewater Maintenance	\$18.11	
Benson, Caylor	Dispatcher	\$22.76	
Bratland, Nick	Police Officer	\$27.14	
DeLaroi, Doug	Police Officer	\$27.86	
Farmen, Lesley	Fill In Police Officer	\$25.65	
Fire Cloud, Snowy	Dispatcher	\$24.46	
Fischer, Tammie Rae	Dispatcher	\$27.11	
Jungwirth, Justin	Captain/E911 Coordinator		\$74,045.00
Kaiser, Mark	Dispatcher	\$24.46	
Keller, Katelyn	Dispatcher	\$20.17	
Killsback, Emily	Police Officer	\$21.20	
Lutz, Candice	Dispatcher	\$26.11	
Madison, Shawn	Police Chief		\$88,616.00
Maier, Laura	Dispatcher	\$27.11	
Norder, Ashton	Police Officer	\$27.86	
Open	Police Officer	\$21.20	
Perman, Layne	Fill In Police Officer	\$25.65	
Rische, Cindy	Dispatcher	\$24.46	
Romans, Teresa	24/7 Administrator	\$18.09	
Talley, Teylor	Dispatcher	\$21.88	
Wren, Barrett	Police Officer	\$23.92	
Bieber, Wyatt	Street/Park Maintenance	\$20.22	
Enderson, Ryan	Street/Park Superintendent	\$30.93	
Fischer, Joshua	Street/Park Maintenance	\$22.38	
Bieber, Karla	Library Director	\$23.75	
Wilson, Staci	Assistant Librarian	\$16.07	

DESIGNATE OFFICIAL DEPOSITORIES - Moved by Reichert, second by Mound and carried, to designate Dacotah Bank, First Interstate Bank, Wells Fargo Bank and SD Public Funds Investment Trust as the official depositories for 2024.

DESIGNATE OFFICIAL NEWSPAPER - Moved by Reichert, second by Kemnitz, and carried, to designate the Mobridge Tribune as the official newspaper for 2024.

ELECTRONIC/EARLY PAYMENTS - Moved by Mound, second by Kemnitz, and carried, to authorize the Finance Officer to pay the following vendors electronically and/or prior to the next council meeting in order to meet vendor requirements and deadlines: Cardmember Services, Century Link, Credit Collections Bureau, Deposit Refunds for Scherr Howe, Dish TV, First National Bank, Fleet Services, First Interstate 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 and Wellmark Blue Cross Blue Shield.

ELECTION DATE AND COMBINE ELECTION - Moved by Carlson, second by Mound and carried, to set the annual municipal election date as April 9, 2024 and to combine the April 9, 2024 municipal election with Mobridge-Pollock School District school election.

GARBAGE BID – One bid was received for garbage service in the City from Heartland Waste at \$15.95 per household. Moved by Carlson, second by Cerney and carried, to approve the bid and 3-year contract for garbage service with Heartland Waste.

RESOLUTION 24-02, GARBAGE RATES – Moved by Carlson, second by Mound and carried, to approve Resolution 24-02, garbage rates.

RESOLUTION NO. 24-02

WHEREAS, pursuant to the City of Mobridge Ordinance 5-4A-2 paragraph A, the City is to set garbage collection rates for the residents of the City.

NOW THEREFORE, effective March 1, 2024, the garbage collection rate established for each residence, including each housing unit, to be billed on the resident's or housing units utility bill shall be in the monthly sum of \$19.45.

For the purposes of this Resolution, a housing unit shall include all single and multiple family dwellings and each apartment located in an apartment building shall be considered a separate housing unit and all mobile homes located in a mobile home park shall be considered separate housing units.

STEP INCREASE – Moved by Reichert, second by Carlson and carried, to approve a step increase for dispatcher Cindy Rische, increasing her hourly wage \$.32 effective January 1, 2024.

DISCUSSION AND INFORMATION:

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

COUNCIL MEETING DATE – Due to a scheduling conflict, the Mayor asked for any objection to change the February meeting to February 7, 2024 instead of February 14, 2024. The February regular meeting of the Mobridge City Council will be held February 7, 2024.

DISCUSSION ON PARKING ORDINANCE – The Council discussed the parking ordinance regarding parking on a hard surface and not grass. Much of the discussion was held on commercial versus residential and the intent of the ordinance. Members of the public spoke to the council.

PAYMENT OF BILLS:

Moved by Kemnitz, second by Carlson and carried, to approve the following bills for payment: Accounts Management Inc., garnishment 113.70; Aflac, insurance 896.34; AT&T Mobility, utilities/telephone 426.58; Badger Meter, prof. services 107.40; Beadle's Chevrolet, repair & maintenance 835.56; Butler Machinery, snow removal/supplies 666.66; Cam Wal Electric, street lights/utilities 633.87; Cardmember Services, prof. services/travel & conference 64.86; CDW Government, computer hardware & software 3,515.40; CentralSquare Technology, prof. services 7,083.36; Century Business Products, supplies 92.44; Chamber of Commerce, other 11,406.81; Code Enforcement, prof. services 1,036.96; Credit

Collections Bureau, garnishment 460.02; Dakota Glass & Alignment, tires 815.96; Delta Dental of SD, dental 343.00; First Interstate Bank, HSA contributions/payroll taxes 18,958.82; Fisher Scientific, chemicals 594.45; Fleet Services, gasoline/vehicle maintenance 2,233.17; Grand Central, prof. services/vehicle maintenance 807.73; Gregg's Drilling & Excavating, prof. services/repair & maintenance 1,350.20; Hach Company, supplies 4,406.07; Hanna Instruments, supplies 660.00; Heartland Waste, prof services 21,044.60; High Point Network, computer software & hardware 3,164.35; Jensen Rentals, other services 60.00; KCL, insurance 505.66; KR Building Products, supplies 7.90; Language Line Services, prof. services 90.00; Mastercard, office supplies/other services/computer software & hardware/sup. inhouse repairs/supplies 827.29; McLeod's Printing & Office Supplies, supplies 185.54; MDU, street lights 3,383.50; Midco, utilities 185.39; Mobridge Hardware, repair & maintenance/supplies/building maintenance/uniforms 670.42; Mobridge Manufacturing, supplies 88.00; Mobridge Rotary Club, membership dues 90.00; Moore Engineering, other capital/prof. services 4,136.25; NAPA Auto Parts, supplies 109.83; Nate Pepin, refund 34.16; NECOG, prof. services 1,748.45; North Central Steel Systems, building maintenance/buildings 1,855.01; Oahe Vet, prof. services 290.00; Open Canvas, prof. services 21.00; Payment Service Networks, credit card fees 54.95; Plunkett Pest Control, prof. services 69.05; Premier Equipment, small tools 111.70; Rodenburg Law Firm, garnishment 287.62; Roesler Tree Services, prof. services 600.00; Runnings Supply, repair & maintenance/supplies/small tools 648.81; SD Airport Management Assoc, prof. services 50.00; SD Building Officials' Assoc, prof services 50.00; SD Child Support Payment Center, garnishment 279.69; SD City Management Assoc, prof. services 150.00; SD DANR, prof. services 3,550.00; SD Governmental Finance Officers' Assoc. 40.00; SD Municipal League, prof. services 2,948.89; SD Municipal Street Maintenance Assoc. 35.00; SD One Call, prof. services 5.25; SD Police Chiefs' Assoc., prof. services 200.00; SD State Treasurer, sales tax 1,642.43; SD Unemployment Insurance, unemployment compensation 202.45; SDRS Supplemental Retirement, retirement 175.00; Slater Oil & LP Gas, diesel/lp gas/gasoline 5,990.35; Tri-State Waters, supplies 44.40; US Bank, loan 43,224.48; US Postal Service, postage 772.45; USDA-Rural Development, loan payment 5,298.00; Valley Telecommunications, utilities 816.16; Voyager, gasoline/diesel 598.21; Walworth County Landfill, prof. services 84.64; West River Telecommunications, utilities 3,989.69.

Salaries: Administration – 6264.41; City Administrator – 1046.94; Police Dept – 37558.14; Fire Dept – 700.00; Street Dept- 6079.14; Culture & Recreation – 1716.25; Zoning – 502.93; Library -3092.80; 24/7 - 509.24; Water Department – 10545.65; Sewer Department -4967.47; and Airport – 813.75.

There being no further business to come before the council, the meeting adjourned at 7:01 PM on a motion by Cerney, second by Reichert and carried.

Heather Beck, Finance Officer

Gene Cox, Mayor

Published once at the total approximate cost of \$

	# of users	Ave Use	Multiplier	Total	# of Month	Yearly Rev. Gen.
Domestic (In Town)	1380	5,000	23.00	\$ 31,740	12	\$ 380,880
Business (In Town)	217	5,000	23.00	\$ 4,991	12	\$ 59,892
Domestic (Out of Town)	75	5,000	23.00	\$ 1,725	12	\$ 20,700
Business (Out of Town)		5,000	23.00	\$ -	12	\$ -
Hotels		5,000				
Wastewater Availability Fee		5,000	10.00			
TOTAL	1672			\$ 38,456		\$ 461,472

	Loan Amount	Rate	Term	Monthly	Yearly	110% Debt Capacity
DANR Loan	\$ 7,350,000.00	3.750%	30	\$ 34,039.00	\$ 408,468.00	\$ 449,314.80

CDBG is \$1,020,000 grant

Each \$ represents Current Rate Proposed

	represents	Current Rate	Increase	Total Increase
Amount needed to increase	\$ 1.00	\$ 23.00	\$ 22.50	\$ 45.50
Domestic Users (In Town)	1380	1380	1380	\$ 1,380.00
Monthly Increase	\$ 1,380	\$ 31,740	\$ 31,050	\$ 62,790.00
Yearly Increase	\$ 16,560	\$ 380,880	\$ 372,600	\$ 753,480.00
Business Users (In Town)	217	217	217	\$ 434.00
Monthly Increase	\$ 217	\$ 4,991	\$ 4,883	\$ 9,873.50
Yearly Increase	\$ 2,604	\$ 59,892	\$ 58,590	\$ 118,482.00
Domestic Users (Out Of Town)	75	75	75	\$ 150.00
Monthly Increase	\$ 75	\$ 1,725	\$ 1,688	\$ 3,412.50
Yearly Increase	\$ 900	\$ 20,700	\$ 20,250	\$ 40,950.00
Business Users (Out Of Town)	0	0	0	\$ -
Monthly Increase	\$ -	\$ -	\$ -	\$ -
Yearly Increase	\$ -	\$ -	\$ -	\$ -
Total Yearly Net Increase	\$ 20,064	\$ 461,472	\$ 451,440	\$ 912,912.00

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of 2/7/2024 ("Effective Date of the Agreement") between
City of Mobridge, SD ("Owner") and
Moore Engineering, Inc. ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer’s services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 Task Order Procedure

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer’s services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, “Engineer’s Services for Task Order,” prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, “Engineer’s Services for Task Order,” as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for 3 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse

Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. *Compliance with Laws and Regulations, and Policies and Procedures*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees,

arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability insurance policies carried by Owner, which are applicable to the Specific Project.
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting

from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer.
- 2. By Engineer: Engineer may suspend services under a Task Order (a) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or (b) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such

notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer’s services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner’s convenience, effective upon Engineer’s receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
 - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner’s sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer’s Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors,

executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
 - 2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
 - 3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, Limitations of Liability.**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or

damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.
- G. *Non-Exclusive Agreement:* Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.
19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.

22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
25. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
27. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
28. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
29. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.
30. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
31. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
32. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently

complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
 36. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
 37. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
 38. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner’s Responsibilities. This Exhibit applies to all Task Orders.

- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. This Exhibit is not contractually binding except when expressly incorporated in a specific Task Order.
- E. Exhibit E, Notice of Acceptability of Work. Engineer shall use this Notice of Acceptability of Work form at the conclusion of construction on a Specific Project if (1) the form is expressly incorporated by reference in a specific Task Order, and Engineer's scope of services in the specific Task Order includes providing such a notice to Owner and Contractor, and (2) the Work is in fact acceptable pursuant to applicable requirements, subject to the terms of the notice.
- F. Exhibit F, Construction Cost Limit. **-not used**
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: City of Mobridge, SD

ENGINEER: Moore Engineering, Inc.

By: _____

By: _____

Print Name: Gene Cox

Print Name: Jerod Klabunde, PE

Title: Mayor

Title: Project Manager Group Leader

Date Signed: _____

Date Signed: 2-7-2024

Engineer License or Firm's Certificate No. (if required): C-2564

State of : South Dakota

Date Signed: _____

Date Signed: 2-7-2024

Address for Owner's receipt of notices:
114 1st Avenue East
Mobridge, SD 57601

Address for Engineer's receipt of notices:
4503 Coleman Street, Suite 105
Bismarck, ND 58503

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):
Heather Beck

DESIGNATED REPRESENTATIVE
(Paragraph 8.04):
Jerod Klabunde, PE

Title: Finance Officer

Title: Project Manager Group Leader

Phone Number: 605-845-3555

Phone Number: 701-751-8360

E-Mail Address: cityhall@westriv.com

E-Mail Address: Jerod.klabunde@mooreengineeringinc.com

Kansas Highway Patrol

Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535



KANSAS HIGHWAY PATROL

Agency	Mobridge Police Department	Invoice #:	Temporary
Address	110 1st Avenue East	Date:	2/6/2024
City	Mobridge	State	SD
	Zip		57601
		PO#:	
		Check #:	
Phone	605-845-5000	Email	shawn.madison@mobridgepolice.org
		Attn:	Chief Shawn Madison

Model Year	Description	Unit #	Qty	Unit Price	Total
2022	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, spotlamp & automatic temp control *Used Thunderstruck TVI Bumper *Used Interior Lights *Used Siren System Color: White VIN: 1C4SDJFTXNC192439 Mileage: 49153	22-645	1	\$33,250.00	\$33,250.00
			1	\$925.00	\$925.00
			1	\$600.00	\$600.00
			1	\$400.00	\$400.00
2022	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, spotlamp & automatic temp control *Used Thunderstruck TVI Bumper *Used Interior Lights *Used Siren System Color: White VIN: 1C4SDJFT2NC192905 Mileage: 49499	22-879	1	\$33,250.00	\$33,250.00
			1	\$925.00	\$925.00
			1	\$600.00	\$600.00
			1	\$400.00	\$400.00
				Page Total	\$70,350.00

Invoice Total **\$70,350.00**

Purchasers Signature _____ Date _____

Please Make Checks Payable To: Kansas Highway Patrol Car Fund
All Vehicles Must Be Picked Up In Topeka
Please pay from this invoice. No statement will be mailed



QUOTE # 40144A

MONDAY, JANUARY 08, 2024

Created by: Paul Wick – paul@skid-lift.com
National Sales Manager
4453 Main Avenue, Suite G
Fargo, ND 58103
Phone:701-799-8228

TO City of Mobridge, SD
Attn: Kurt Schmaltz
114 1st Ave E
Mobridge, SD 57601
United States

SHIP TO City of Mobridge, SD
114 1st Ave E
Mobridge, SD 57601
United States

Tel (605) 848-0074

Email: mobridgewater@westriv.com

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	SHIPPING DATE	PAYMENT TERMS	DUE DATE
Paul Wick		Best Way		3/31/24 Estimated	Net Due before Shipment	TBD

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1	614-1-0025	Skid-Lift Model 2306s Model includes side attach plate, controls in the basket and at the base, safety bypass relief top and bottom, 23 foot platform height (29 foot working height), 6' deck length in total, end and side access doors, 550 # Lift Capacity, Weight of 1900 #	\$16,900		\$16,900
1		Optional End Attach Hook-Up Plate – Includes attach plate, step, and additional hydraulic hoses and couplers	\$1,395		\$1,395
1		Tool Caddy Railing Basket – Small (Red)	\$68		\$68
		Pricing left at 2023 pricing until the end of February 2024 which saves \$1,000 on this Lift			
1		Shipping to Mobridge, SD	\$450		\$450
		Set up for a CAT 242D Skid Steer			
		Serial # TBD			

SUBTOTAL \$18,813

State taxes are to be paid to the proper government agency for the area by the end user

SALES TAX

Sales Tax
N/A

Recreation and City Events Manager

Laser Tag and Pickleball have picked up in attendance. It has been a great indoor activity for our community to enjoy during these cold months. I also had a come and learn session this past week.

The Free Family Movie nights have been a hit, so we will be doing 2 a month and will continue until summer hits.

MYO big time bingo was a success and hope to plan on it again next year. Next, I will help work and find volunteers for the MYO BB tournament coming on February 17th. I will also be doing the concessions at the Scherr Howe Event Center that day.

The commit to fit challenge was a great success and helped many begin their healthy journey for this year.

I have a couple of craft nights that I will be opening for adults and teens.

I had a very good attendance for the Reading Between the Wines Book Club and will continue to do this until summer as well.

I have started the interview process to find the Aquatic Center employees and get them trained before the season hits.

One of my managers and I will be heading to Aberdeen for our recertification in guarding and certification in instructor training. This gives us the ability to train and certify our own guards and those in the surrounding communities as well will be invited.

Activities coming up!

Open Pickleball mornings/evenings

Laser Tag

Free Family Movie Nights (monthly)

Coffee Table Conversations (monthly)

MYO and Aquatic Center Interviews

Reading Between the Wines book club (monthly)

Family Puzzle Tournament March 3rd (Registration open soon)

Adult's Night Out Escape Room (Registration Full) March 15th.

Coaster Creating

February 8th 5-7pm

RESERVE YOUR SPOT BY FEBRUARY 1ST

\$10 PER SESSION
INCLUDES: TILES, RIBBON,
MODGE PODGE
AND DEMONSTRATION

CALL OR TEXT MONICA
@ 605-850-9718

Bring in any photos or fabric to
create the perfect valentine gifts.



THE CITY OF MOBRIDGE PRESENTS

Coffee & Table Conversations

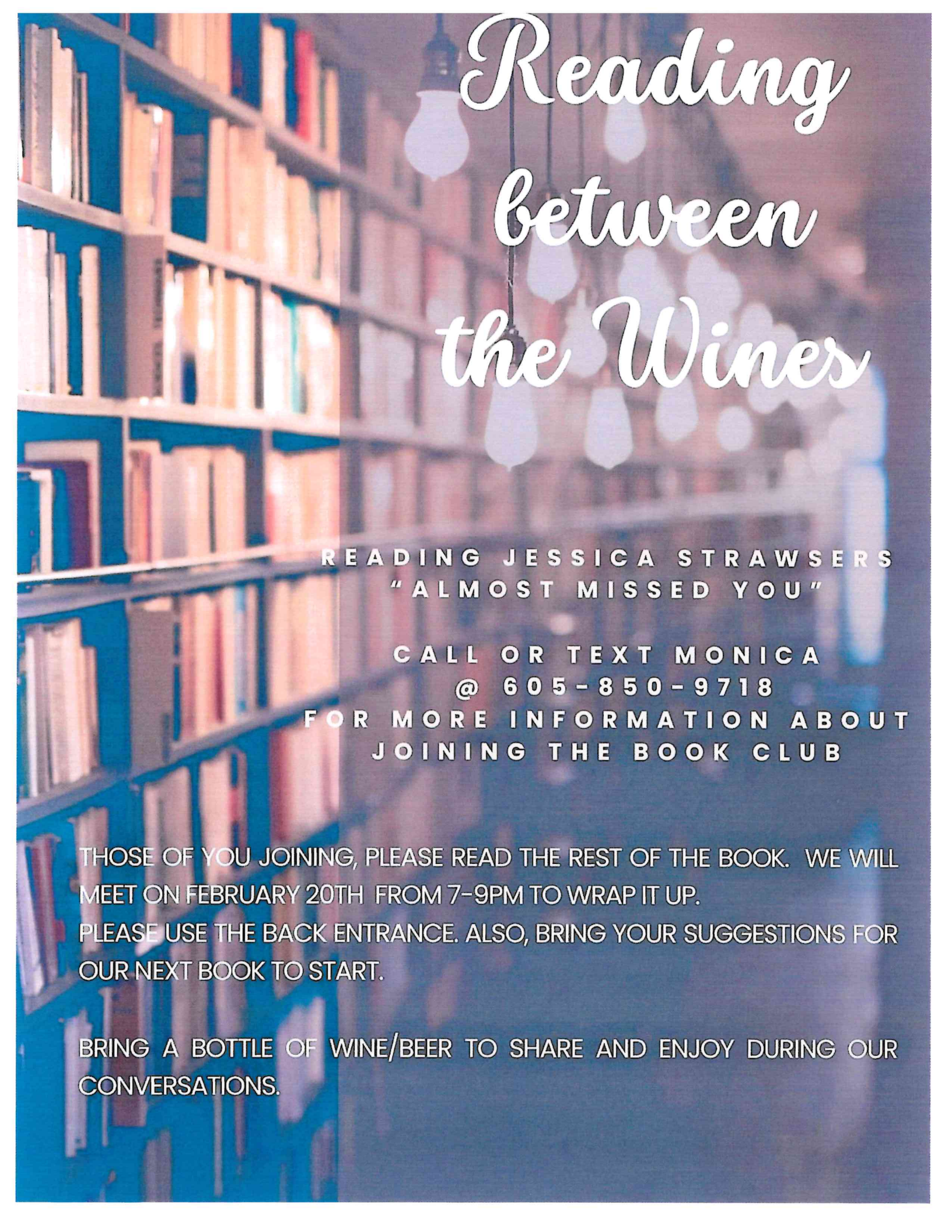


FEBRUARY 6TH &
FEBRUARY 20TH
FROM 10AM TO NOON
IN THE A.H BROWN
COMMUNITY ROOM

Join us for a casual morning with
coffee and conversations.

Catch up with friends, neighbors and local news.
Everyone is welcome to come relax and unwind.

Questions? Contact Monica 605-850-9718



Reading between the Wines

READING JESSICA STRAWSERS
"ALMOST MISSED YOU"

CALL OR TEXT MONICA
@ 605-850-9718

FOR MORE INFORMATION ABOUT
JOINING THE BOOK CLUB

THOSE OF YOU JOINING, PLEASE READ THE REST OF THE BOOK. WE WILL MEET ON FEBRUARY 20TH FROM 7-9PM TO WRAP IT UP.

PLEASE USE THE BACK ENTRANCE. ALSO, BRING YOUR SUGGESTIONS FOR OUR NEXT BOOK TO START.

BRING A BOTTLE OF WINE/BEER TO SHARE AND ENJOY DURING OUR CONVERSATIONS.

CITY EVENTS PRESENTS A

Fiber Wool Felting Workshop

with guest Deb Walker

Involves manipulating fibers of wool.

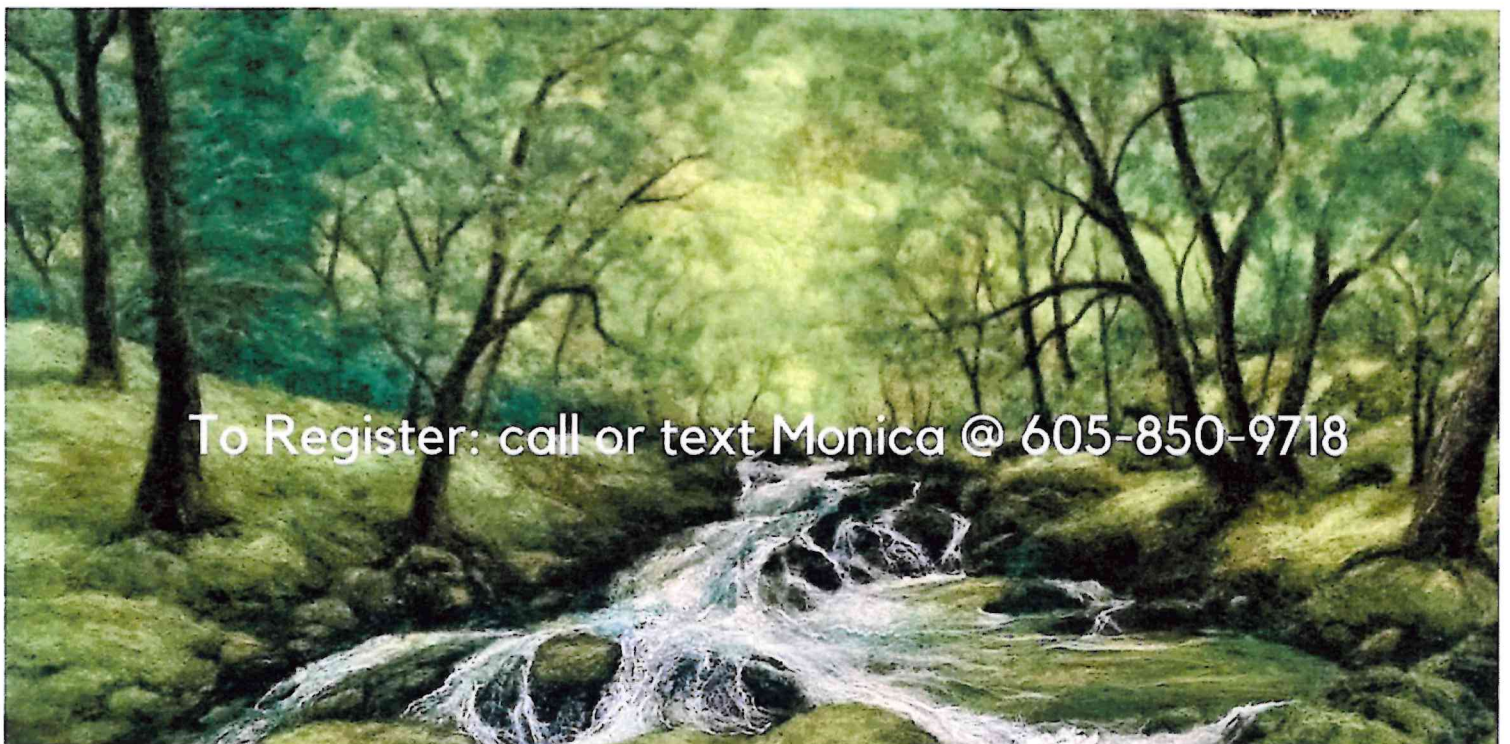
It is a fun activity used to create unique works of art.

Registration open until February 12th

Class Dates: March 4th, 11th, 18th and 25th

A.H Brown Community Room

4:00pm to 6:00pm / \$25 includes all sessions



To Register: call or text Monica @ 605-850-9718

ADVENTURE HAS NEVER BEEN
BIGGER




A. H. Brown Public Library - Community Room

Tuesday, February 27, 2024

5:00pm - 7:00pm

Bring a lawn chair and a blanket.

A Snack will be provided.


MOBRIDGE
BRIDGE CITY
A. H. Brown Public Library
521 North Main St. Mobridge, SD
(605) 845 - 2606

MOVIE EVENT



ck# 2113

6.

PAID

DEC 28 2023

CITY OF MOBRIDGE
APPLICATION FOR TEMPORARY ON-SALE / BEER / WINE PERMIT

City of Mobridge

Thank you!

Under SDCL 35-4 any municipality may issue a special malt beverage retailers' license, a special retail on-sale wine dealers' license and a special on-sale license to any civic, charitable, educational, or fraternal organization and to any other person who is licensed pursuant to SDCL 35-4-2 (4) (on-sale) 35-4-2 (12) (wine) 35-4-2(16) (malt beverage) in conjunction with a special event within the municipality. Educational does not include any elementary, secondary, or higher educational institution in the public school system of this state. Any license cannot exceed fifteen consecutive days. If there is a street dance, qualified security personnel must be provided to maintain order during the street dance. A fee in the sum of \$75.00 per day of the event must accompany this application. (2010)

Name of Applicant: Mobridge Regional Health Care Foundation
Organization, club, corporation, individual

Name of Person Completing Application: Haden Merkel

Address of Applicant: 1401 10th Ave W
Street address, city, state, zip

Telephone # of Applicant: 605-845-8180 605-848-9048
Day Evening Cell

Name of Event Chairperson (in case of emergency): Haden Merkel

Telephone Numbers: 605-845-8180 605-848-9048
Day Evening Cell

Name of Event: The Great Gatsby Gala

Purpose of Event: Fundraising for capital campaign

Date(s) of Event: From: April 13 To and Including: April 14

Event Times: Start Time: 5 pm End Time: 2 am

Alcohol Served: Start Time: 5 pm End Time: 2 am

Type of Alcohol to be served: Beer Wine Liquor

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

Scherr-Howe Event Center

Approximate number of persons expected to attend: 225

Describe Security to be Provided and Name of Security: Mobridge

Regional Hospital employees

CITY OF MOBRIDGE
APPLICATION FOR TEMPORARY ON-SALE / BEER / WINE PERMIT

PAID

Under SDCL 35-4 any municipality may issue a special malt beverage retailers' license, a special retail on-sale wine dealers license and a special on-sale license to any civic, charitable, educational, or fraternal organization and to any other person who is licensed pursuant to SDCL 35-4-2 (4)(on -sale) 35-4-2 (12) (wine) 35-4-2(16) (malt beverage) in conjunction with a special event within the municipality. Educational does not include any elementary, secondary, or higher educational institution in the public school system of this state. Any license cannot exceed fifteen consecutive days. If there is a street dance, qualified security personnel must be provided to maintain order during the street dance. A fee in the sum of \$75.00 per day of the event must accompany this application. (2010)

IAN 12 2024

City of Mobridge
Thank you!

605-848-2123
+13

Name of Applicant: Mobridge Area Chamber of Commerce
Organization, club, corporation, individual

Name of Person Completing Application: Cal Reeves

Address of Applicant: 212 Main St Mobridge, SD 57601
Street address, city, state, zip

Telephone # of Applicant: (605) 845-2500 (605) 848-2123
Day Evening Cell

Name of Event Chairperson (in case of emergency): Cal Reeves

Telephone Numbers: (605) 848-2123
Day Evening Cell

Name of Event: MAcc Corn Hole Tournament - I Hate Winter Party

Purpose of Event: Draw Commerce to Mobridge

Date(s) of Event: From: 3/23/24 To and Including: _____

Event Times: Start Time: 10:00am End Time: 8:00pm

Alcohol Served: Start Time: 12:00pm End Time: 7:00pm

Type of Alcohol to be served: Beer Wine Liquor

Location of Event (describe location and attach diagram of enclosed area with egress(s) clearly marked where the alcohol is to be possessed or consumed):
Scherr Howe. NE corner or East wall of Gym.

Approximate number of persons expected to attend: 80-100 max

Describe Security to be Provided and Name of Security: _____

RESOLUTION NO. 24-03

RESOLUTION GIVING APPROVAL TO CERTAIN DRINKING WATER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system of waterworks for the purpose of providing water and water supply for domestic, municipal, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the City of Mobridge (the “City”) currently operates a water distribution system to supply municipal, industrial and domestic water to its inhabitants and has determined that improvements to the drinking water facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its drinking water system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its system of waterworks for the purpose of providing water and water supply for domestic, municipal, and industrial purposes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Drinking Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“**Act**” means South Dakota Codified Laws Chapter 9-40.

“**Loan**” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“**Project**” means the City of Mobridge Water Improvement Project.

“**Revenue Bond**” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“**System**” means the City’s system of waterworks used for the purpose of providing water and water supply for domestic, municipal, and industrial purposes.

SECTION 2. Declaration of Necessity and Findings.

2.1. Declaration of Necessity. The City hereby declares and determines it is necessary to construct and finance improvements to its drinking water facilities within its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants, and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-3A, and the federal Safe Drinking Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, that only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$10,680,000 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the "Loan Agreement"), the form of which is on file with the City Finance Officer (the "Finance Officer") and open to public inspection, between the City as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$10,680,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms

thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond. The City does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.1. Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.2. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal, interest and Administrative Surcharge on the Revenue Bond when due.

4.3. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.4. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement’s rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The

surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the water system account of the City and shall be used solely for the following respective purposes until payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Mobridge, South Dakota (collectively the "Rate Resolution"). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City's governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed

to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

(a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;

(b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:

(c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or

(d) To be used for any other authorized municipal purpose designated by the Common Council.

(e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the

investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Project Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Mobridge, South Dakota, this ____ day of _____ 2024.

APPROVED:

Mayor

(SEAL)

Attest: _____
City Finance Officer

Adopted: _____
Published: _____
Effective: _____

APPLICATION FOR ABATEMENT AND/OR REFUND OF PROPERTY TAXES

Tax Year (s) Payable 22,23,24

Board of County Commissioners of Walworth County, South Dakota

NAME: Wayne Schmidt, Lila Schmidt, City of Mobridge

MAILING ADDRESS: 114 1st Ave E

CITY, STATE, ZIP: Mobridge SD 57601

Legal Description of Property: Mobridge Original Lot 10 Block 4

Application for an abatement/refund of taxes is being presented due to the following reason (check applicable provision)

An error has been made in any identifying entry or description of the real property, in entering the valuation of the real property or in the extension of the tax, to the injury of the complainant;

Improvements on any real property were considered or included in the valuation of the real property, which did not exist on the real property at the time fixed by law for making the assessment;

The property is exempt from the tax;

The complainant had no taxable interest in the property assessed against the complainant at the time fixed by law for making the assessment;

Taxes have been erroneously paid or error made in noting payment or issuing receipt for the taxes paid;

The same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax for the year has been paid;

A loss occurred because of flood, fire, storm, or other unavoidable casualty;

Structures have been removed after the assessment date (upons verification by the director of equalization) Date structures removed _____;

missed the deadline as prescribed in §10-6A-4;

Applicant, having otherwise qualified for classification of owner-occupied single family dwelling, but missed the deadline as prescribed by law due to temporary duty assignment for the military;

SHOULD NOT HAVE BEEN ASSESSED FOR SPECIALS

City/Town of Mobridge

Approved

Chairman

Date

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF THE PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	TAX	Amount of Abatement or Refund	
				Asked	Allowed
#6258	2022			\$150.48	
#6258	2023			\$155.46	
#6258	2024			\$157.74	
Total Abatement					

I hereby apply for an refund of property taxes for the reasons stated.

Received and filed in my office this day of .

Applicant's Signature

Walworth County Auditor/Deputy

APPROVED:

Walworth County Commission Chairman

Date

REJECTED:

Reason

Walworth County Commission Chairman

Date

Applicant Advised of action by notice:

Finance Officer / Deputy Finance Officer

Date

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

GREENWOOD CEMETERY DEED

THIS INDENTURE made this 7th day of February 2024, by and between City of Mobridge, a municipal corporation, of the county of Walworth and the State of South Dakota, Grantor, and Terry Kraft and Brenda Kraft, married, 1814 3rd Avenue West, Mobridge, SD 57601.

WITNESSETH:

That the Grantor, in consideration of the sum of \$400.00 and other valuable consideration in hand paid by the Grantees, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto said Grantee, her heirs and assigns, forever, the exclusive and entire right of interment or sepulture in Grave Number 2, in Lot 31, in Block E as shown and numbered on the plat of the Greenwood Cemetery 1st Addition, now owned by the City of Mobridge, South Dakota, which is on file and of record in the office of the Register of Deeds of Walworth County, South Dakota, and recorded on page 44, Plat Book No. 4 of said Walworth County, South Dakota on November 8, 1961, together with all the ways, rights and privileges and appurtenances thereunto belonging or in anywise appertaining.

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

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

ATTEST:

City Finance Officer

City Mayor

Seal

State of South Dakota) ss
County of Walworth)

On this _____ day of February, A.D. 2024, before me a Notary Public in and for said county and State, personally appeared Gene Cox and Heather Beck known to me to be the Mayor and City Finance Officer respectively, of the City of Mobridge, South Dakota, who executed the annexed instrument as such Mayor and City Finance Officer, and acknowledged to me that they executed the same, and affixed thereto the Corporate Seal of the City of Mobridge.

Notary Public

KOHLMAN, BIERSCHBACH & ANDERSON, LLP
CERTIFIED PUBLIC ACCOUNTANTS

PARTNERS

WILLIAM J BACHMEIER, CPA
CHRISTINE OLSEN, CPA
EMILY SCHAEFERS, CPA

210 EAST GRAND CROSSING • PO BOX 460
MOBRIDGE, SD 57601
605- 845-3658 • 605- 845-3754 (FAX)
KBACPAS.COM

WITH OFFICES IN
MILLER, SOUTH DAKOTA

February 2, 2024

To City Council and Finance Officer
City of Mobridge
Mobridge, SD 57601

We are pleased to confirm our understanding of the services we are to provide for City of Mobridge for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of City of Mobridge as of and for the year ended December 31, 2023.

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

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Schedule of changes in long-term debt
4. Pension schedules
5. Combining financial statements
6. Schedule of expenditures of federal awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Annual report

We expect that you will provide the final version of all documents comprising the annual report, including other information, prior to the date of the auditors' report so that required audit procedures can be completed prior to

the issuance of the auditors' report. If obtaining the final version of these documents is not possible prior to the date of the auditors' report, that the documents will be provided as soon as practicable, and that the entity will not issue the annual report prior to providing them to the auditor. The potential implications of providing the documents after the date of the auditors' report, including any actions that may be necessary in the event the auditor concludes that there is a material misstatement.

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

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

Auditors' Responsibilities for the Audit of the Financial Statements and Single Audit

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

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

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

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

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

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

We have identified the following significant risks of material misstatement as part of our audit planning:

1. Risk of management override of controls.
2. The auditors prepare the financial statements.
3. Lack of segregation of duties due to small number of staff in the finance office.
4. Improper revenue recognition.

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

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion

on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

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

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

Audit Procedures—Compliance

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

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

Other Services

We will also assist upon request in preparing the financial statements, pension schedules, combining financial statements, schedule of expenditures of federal awards, schedule of long-term debt, budgetary comparison schedules, related notes, as well as consultation in connection with adjusting journal entries of City of Mobridge in conformity with the modified cash basis of accounting and the Uniform Guidance based on information provided by you. These non-audit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, pension schedules, combining financial statements, schedule of expenditures of federal awards, schedule of long-term debt, budgetary comparison schedules, related notes, as well as consultation in connection with adjusting journal entries services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will also prepare the trial balance for use during the audit. Our preparation of the trial balance will be limited to formatting information into a working trial balance based on management's chart of accounts.

Responsibilities of Management for the Financial Statements and Single Audit

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

You are responsible for including all informative disclosures that are appropriate for the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how the modified cash basis of accounting differs from GAAP, (2) informative disclosures similar to those required by GAAP, and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

You are responsible for making drafts of financial statements, pension schedules, combining financial statements, schedule of expenditures of federal awards, schedule of long-term debt, budgetary comparison schedules, and related notes available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance,

it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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

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

With regard to including the auditors' report in an exempt offering document, you agree that the aforementioned auditors' report, or reference to Kohlman, Bierschbach, & Anderson, LLP, will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement. With regard to an exempt offering document with which Kohlman, Bierschbach, & Anderson, LLP is not involved, you agree to clearly indicate in the exempt offering document that Kohlman, Bierschbach, & Anderson, LLP is not involved with the contents of such offering document. With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

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

Engagement Administration, Fees, and Other

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

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarize our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

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

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

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

Christine Olsen is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to them. We expect to begin our audit on approximately May 20, 2024, and issue our report no later than September 30, 2024.

To ensure that Kohlman, Bierschbach, & Anderson, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed:

Financial Statement Audit	\$ 19,300
Single Audit (This fee assumes the audit of up to one federal programs. Any additional federal programs will be billed at \$2,400 per additional program)	<u>4,000</u>
	<u>\$ 23,300</u>

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to City Council and Finance Officer of City of Mobridge. We will make reference to the auditors of the Mobridge Housing and Redevelopment Commission in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most current peer review report accompanies this letter.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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

Very truly yours,

Kohlman Bierschbach + Anderson
LLP

Kohlman, Bierschbach, and Anderson LLP

RESPONSE:

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

Management signature: _____

Governance signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADMINISTRATION	2/7/2024
Salaries	5,455.12
Accounts Management Inc., garnishment	227.40
Aflac, insurance	1,344.51
Bantz, Gosch, & Cremer, LLC, attorney services	137.50
Chamber of Commerce, refund	378.30
Credit Collections Bureau, garnishment	920.04
Delta Dental of SD, dental	343.00
First Interstate Bank, HSA contributions	5,149.80
First Interstate Bank, payroll taxes	29,855.52
High Point Network, computer software & hardware	109.25
KCL, insurance	433.72
Marco Inc, copier lease	70.26
Mobridge Youth Organization, refund	350.00
ODP Business Solutions, supplies	64.87
Riteway, supplies	299.33
Rodenburg Law firm, garnishment	575.24
SD Child Support Payment Center, garnishment	559.38
SD Retirement System, retirement	26,290.81
SD State Treasurer, sales tax	1,735.23
SDRS Supplemental Retirement, retirement	350.00
Uline, supplies	163.18
Us Postal Services, supplies	158.67
Wellmark, insurance	15,404.42
	90,375.55

CITY ADMINISTRATOR

Salaries	2,156.70
High Point Network, computer software & hardware	23.00
Marco Inc, copier lease	70.26
ODP Business Solutions, supplies	14.69
	2,264.65

GOVERNMENT BUILDINGS

Hub City Roofing, repair & maintenance	360.00
MDU, utilities	466.40
Midco, utilities	185.39
Quenzer Electric, prof. services	267.24
	1,279.03

OLD CITY HALL

MDU, utilities	785.59
	785.59

POLICE DEPARTMENT

Salaries	72,302.48
AT&T Mobility, telephone	317.94
Fleet Services, gasoline/vehicle maintenance	2,018.67
High Point Network, computer software & hardware	23.00
Jensen Rentals, other services	60.00
Marco Inc, copier lease	70.26
Mastercard, other services	9.95
MDU, utilities	932.79
Merkel's Foods, supplies	60.33
Mid-State Organized Crime Info. Center, membership dues	100.00
Plunkett's Pest Control, prof. services	69.05
Verizon Wireless, utilities	80.02
	76,044.49

FIRE DEPARTMENT

Salaries	
MDU, utilities	785.58
Tiger's Fire Extinguisher, equipment/prof. services	1,057.00
Mastercard, computer software & hardware	99.98
	1,942.56

OTHER PROTECTION

MDU, utilities	33.77
	33.77

STREET DEPARTMENT

Salaries	11,811.20
AT&T Mobility, utilities	31.75
Bridge City Small Engine, machinery & equipment	749.00
Butler Machinery, repair & maintenance	164.50
C&B Operations, equipment maintenance	432.84
Central Diesel Sales, repair & maintenance	214.07
Matheson, prof. services	17.25
MDU, utilities/street lights	6,529.66
Michael Todd Industrial Supply, repair & maintenance	422.82

LIBRARY

Salaries	4,936.31
A-1 Hearing & Air, buildings	409.00
Center Point Large Print, books	49.14
Century Business Products, supplies	69.54
Dady Drug, supplies	153.40
High Point Network, computer software & hardware	86.25
Ingram, books	204.01
MDU, utilities	993.58
Merkel's Foods, supplies	19.54
Mobridge Hardware, supplies	92.10
Mountain Plains Library Assoc., travel & conference	55.00
OverDrive, books	1,100.00
Mastercard, computer software & hardware	190.98
	8,358.85

AUDITORIUM

Dakota Glass & Alignment, repair & maintenance	288.96
Fabra-Tech, prof. services	180.00
MDU, utilities	3,711.16
Mobridge Hardware, supplies	83.12
Rubber Flooring, supplies	6,613.50
Share Corporation, supplies	141.23
Mastercard, supplies	38.59
	11,056.56

ZONING

Salaries	1,035.78
	1,035.78

NATIONAL GUARD ARMORY

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

PSAP

High Point Network, computer software & hardware	115.00
Language Line Services, prof. services	90.00
Valley Telecommunications, utilities	839.16
Venture Communications, utilities	422.09
Verizon Wireless, utilities	40.01
	1,506.26

24/7

Salaries	1,103.49
	1,103.49

3B

Chamber of Commerce, other	12,212.73
	12,212.73

WATER DEPARTMENT

Salaries	21,509.27
AT&T Mobility, utilities/telephone	61.30
Badger Meter, prof. services	107.40
Bridge City Small Engine, machinery & equipment/supplies	706.98
Butler Machinery, repair & maintenance	329.02
Carlson Services, repair & maintenance/prof. services	802.91
Dakota Glass & Alignment, vehicle maintenance/tires	1,353.33
Eggers Electric Motor, improve either than buildings	250.72
Graymont, chemicals	5,174.37
GTC Auto Parts, sup. for inhouse repair/oil	25.69
Hawkins, chemicals	3,257.50
High Point Network, computer software & hardware	23.00
Homestead Building Supplies, supplies	39.38
Mandan Northwest Pipe Fitting, supplies	601.29
Marco Inc, copier lease	70.25
Mastercard, small tools/travel & conference/publishing	398.55
Matheson, prof. services	17.24
MDU, utilities	5,150.08
Merkel's Foods, supplies	5.78
Milbank Winwater Works, supplies	7,587.07
Mobridge Hardware, supplies/building maintenance/office supplies/equi	809.56
Mobridge Manufacturing, improve other than buildings/machinery & eq	5,375.00
Moore Engineering, prof. services	7,250.00
NAPA Central, supplies	116.97
North Central Steel Systems, repair & maintenance	1,073.56
ODP Business Solutions, supplies	185.98
Paylessfood's, supplies	38.77
Premeier Equipment, supplies	308.63

Mobridge Hardware, supplies	24.98
Secker Service Center, tires	298.36
Share Corporation, supplies	282.46
Slater Oil & LP Gas, lp gas/diesel/gasoline	2,982.31
Mastercard, travel & conference	125.00
Walworth County Treasurer, prof. services	10.00
	<u>24,096.20</u>
SOLID WASTE COLLECTION	
Heartland Waste, prof services	21,058.50
	<u>21,058.50</u>

REGULATION & INSPECTION

POOL

MDU, utilities	96.92
	<u>96.92</u>

CULTURE RECREATION

Salaries	3,306.30
Coca Cola, supplies	505.50
Merkel's Foods, supplies	4.00
Mobridge Candy, supplies	1,198.98
Mobridge Hardware, supplies	31.99
Paylessfoods, supplies	377.39
Uline, supplies	74.78
Verizon Wireless, utilities	41.93
	<u>5,540.87</u>

PARK DEPARTMENT

KR Building Products, repair & maintenance	2,000.28
Matheson, prof. services	17.25
MDU, utilities	642.72
Mobridge Hardware, supplies	189.90
	<u>2,850.15</u>

SD Dept. of Health, water samples	60.00
Secker Service Center, tires	596.72
Slater Oil & LP Gas, lp gas	4,963.00
US Postal Service, postage/supplies	411.00
USA BlueBook, small tools	1,381.99
USDA-Rural Development, loan payment	2,373.00
Verizon Wireless, utilities	32.69
Quenzer Electric, repair & maintenance	446.66
	<u>72,894.66</u>

SEWER DEPARTMENT

Salaries	10,035.19
AT&T Mobility, telephone	15.87
Butler Machinery, repair & maintenance	164.51
Hawkins, chemicals	40.00
High Point Network, computer hardware & software	23.00
Marco Inc, copier lease	70.25
Matheson, prof. services	17.25
MDU, utilities	5,101.52
Mobridge Hardware, supplies	23.37
SD Dept. of Health, water samples	224.00
Secker Service Center, tires	298.36
Slater Oil & LP Gas, lp gas	3,604.25
US Postal Service, postage	411.01
	<u>20,028.58</u>

AIRPORT

Salaries	
Dish TV, utilities	58.35
MDU, utilities	591.13
Secker Service Center, tires	298.36
Share Corporation, supplies	141.23
Slater Oil & LP Gas, lp gas	1,046.00
	<u>2,135.07</u>

CEMETERY

MDU, utilities	41.00
	<u>41.00</u>

359,666.26