

Hartford City Council Agenda

Tuesday, February 3, 2026

7:00p.m. at Hartford City Hall

Mayor Arden Jones

Ward 1: Travis Kuehl and Keith Carlson

Ward 2: Shaun Boen and Darrell Horacek

Ward 3: Cindy Matson and Michelle Schilling

Pledge of Allegiance

Business Items

- Roll Call of Governing Board
- Additions to the Agenda/Approve Agenda
- Approve Minutes of Previous Meeting(s)
 - *Regular City Council Meeting - 1/20/2026
- Approve Bills submitted for Payment (if any)

Public Comments - Public Input on Non-Agenda Items (Comments Limited to 5 minutes per speaker)

Action cannot be taken on items discussed unless specifically listed elsewhere on the agenda

Applications, Agreements, Hearings, Resolutions & Ordinances

- Resolution 2026-6: Transfer from General Fund to 12th St/Oaks Ave Project Fund
- Resolution 2026-7: Transfer from Water Fund to Hwy 38 Water Loop Project Fund
- Resolution 2026-8: Bridge Reinspection Program
- Review/Approve Community Access Grant Agreement for Western Ave Project
- Review/Approve Lease Agreement between City of Hartford and Gateway Hartford Inc.

Reports

- Minnehaha County Sheriff's Deputy Report - Deputy Rechtenbaugh
- City Engineer Report - ISG Inc.
 - *Review/Approve Pay Request #26 to Rice Lake for \$111,551.00
- Public Works Superintendent Report - Craig Wagner
- Finance Officer Report - Karen Wilber
- City Administrator Report - Teresa Sidel

New Business

- Review/Approve Park & Recreation Board Request to Release Budget Funds
- Review/Approve Abatement for Parcel #23447
- Set 2025 Equalization Meeting Date
- Review/Approve Seasonal Job Descriptions
- Mayoral Appointment to the Park & Recreation Board

Executive Session (SDCL 1-25-2) (SDCL 9-34-19)

Adjournment

Next Regular City Council Meeting: Tuesday, February 17, 2026

Hartford City Council Meeting – Regular Meeting January 20, 2026

Mayor Arden Jones called the meeting to order at 7:00pm with the following city council members present: Keith Carlson, Cindy Matson, Shaun Boen, Travis Kuehl, Darrell Horacek, and Michelle Schilling. Also present were City Administrator Teresa Sidel, City Finance Officer Karen Wilber, Public Works Superintendent Craig Wagner, Code Enforcer/Building Inspector Kyle Christensen, City Attorney Brenda Ask, City Engineer Michael Redenbaugh, and two people from the public.

BUSINESS ITEMS:

- **Approval of the Agenda:** A motion was made by Matson, second by Boen to approve the agenda as set - all voted yes, motion carried.
- **Approval of the Minutes:**
 - A motion was made by Kuehl, second by Carlson to approve the regular meeting minutes from January 6, 2026 – all voted yes, motion carried.
 - A motion was made by Schilling, second by Matson to approve the special meeting minutes from January 13, 2026 – all voted yes, motion carried.
- **Approval of the Bills:** A motion was made by Kuehl, second by Horacek to approve the bills submitted for payment – all voted yes, motion carried.
- **Review of Open Meeting Laws:** The annual review of South Dakota’s open meeting laws was conducted. The Guide to SD’s Open Meeting Laws was provided to the Council for reference.

PUBLIC COMMENTS: None.

ORDINANCES, RESOLUTIONS, APPLICATIONS, AGREEMENTS AND HEARINGS:

- **2nd Reading of Ordinance #768 Amend Subdivision Regulations:** Ordinance #768, which incorporates changes to Section 4.1.3 Public Space Contributions, was presented. There have been no changes made since 1st reading. A motion was made by Matson, second by Schilling to approve 2nd reading of Ordinance #768 Amend Subdivision Regulations – all voted yes, motion carried.
- **2nd Reading of Ordinance #769 Supplemental Appropriation for 2025:** This ordinance will provide additional appropriations to the City’s 2025 budget for any shortfalls or purchases made that were not known at the time the budget was set. The supplement to the water fund has increased by \$720 since 1st reading. This is due to an invoice that was received from ISG for December services on the water study. A motion was made by Kuehl, second by Boen to approve 2nd reading of Ordinance #769 Supplemental Appropriation which will add \$221,761.00 to the general fund 101 budget; \$22,045.00 to the capital improvement fund 510 budget; \$51,429.60 to the capital improvement fund 511 budget; \$81,438.62 to the capital improvement fund 512 budget; and \$30,720.00 to the water fund 602 budget – all voted yes, motion carried.
- **Resolution 2026-4 Contingency Transfer for 2025:** This resolution would approve the transfer of budget funds from the City’s contingency account to other accounts in the general fund. A motion was made Kuehl, second by Matson to approve Resolution 2026-4 to transfer \$11,900.46 from the City’s contingency account to the following accounts: Animal Control \$301.09; Planning & Zoning \$11,599.37 – all voted yes, motion carried.

REPORTS:

- **Fire Department Report:** Bryon Schumaker was present to inform the council that he is stepping down as fire chief and that Todd Lowe would be assuming this roll. Lowe was present to introduce himself and provide the monthly report For the month of December there were a total of 29 calls, of which 12 were in Hartford city limits. An update on the various trainings held during the month was also provided. The officers for 2026 are as follows: Brice Zwak – 1st Assistant Fire, Conner Vortherms – 1st Assistant EMS, Braydon Johnson – 2nd Assistant Fire, Cami Crouch – 2nd Assistant EMS, Tony Steffensen – Secretary, James Buss – Treasurer, Greg Rhodes & James Day – Members at Large.
- **Code Enforcement/Building Inspection Report:** Code Enforcer/Building Inspector Kyle Christensen was present to provide his reports for the Council and answer any questions. Code enforcement issues being addressed include pet issues, parking on grass, and clearing snow from sidewalks.
- **Engineer Report:** Michael Redenbaugh reported the following:
 - Work on punchlist items continues on the WRRF project. Commissioning of the sludge press system is planned for February. Updates continue to be made to the SCADA system, which is the system that monitors and controls the entire treatment system.
 - Remaining punchlist items on the Western Ave project will be done in the spring.
 - The final report on the City Wide water model was provided to staff. The City’s water distribution system is in good shape with no immediate concerns.
 - Project design of the Mickelson Rd shared use path is scheduled to be completed in early 2026. Once those plans are approved by SD DOT, the project will be bid. Construction is anticipated to start in summer 2026.

- **Public Works Report:** Public Works Superintendent Wagner provided his report.
 - Streets – The 2026 slurry seal project has been submitted to Sioux Falls for bidding. The bid letting is scheduled for Feb 19th. All equipment is working well at this time.
 - Water – The 4th quarter report has been submitted. Next reporting is due April 10th. This will wrap up sampling for the year with no violations. The City’s lead/copper records have been updated for the year. EPA and DANR are requiring all lead service lines to be updated within the next 10 years or so.
 - Sewer – All lift stations are working well. The December DMR reporting is done. Discharging at the lagoons is done until spring. Weekly meetings with Rice Lake and ISG on the WWTF have resumed in an effort to stay on top of remaining punchlist items that need to be completed.
 - Parks – Progress continues on the new restroom building. Once the electrical and plumbing fixture are in, Wanger will schedule the plumbers and electricians. Staff is working on the installation of a new steel roof and siding on Shelter #5.
- **Finance Officer Report:** City Finance Officer Wilber provided her report. Items included cash balances, sales tax revenue and DHI committee fund balance as of Dec 31st, a recap of bills submitted for payment, and the Jan/Feb calendar of events. Wilber has started year-end process, including W2s, 1099s, and reports needed by the Auditors. The process of setting up the City’s accounts with Reliabank has started.
- **City Administrator Report:** City Administrator Sidel provided her report. The snow removal position has been filled. The Weston Group should have the updated wage study done for the next council meeting. Sidel met with Homeland Security last week. They will be sending out their report on possible changes or updates the City could make to increase cybersecurity. DSU is scheduled to start their portion of the cybersecurity assessment in Feb. Houston Engineering is the firm conducting the study for the Safe Streets & Road Grant. An initial meeting was held with them to discuss problem areas within the City. There will also be the opportunity for community and public input, with several future meetings to be held.

OLD BUSINESS: None

NEW BUSINESS:

- **Review/Approve Engagement Letters with ELO CPAs & Associates:**
 - **Engagement Letter for 2025 Annual Report:** ELO CPAs has completed the City’s annual report for a number of years. The only change to the engagement letter presented is a slight increase in their fee - \$4,125 last year to \$4,500 this year. A motion was made by Boen, second by Matson to approve the engagement letter to allow ELO CPAs & Advisors to prepare the City’s 2025 annual report – all voted yes, motion carried.
 - **Engagement Letter for 2025 Audit:** ELO CPAs has completed the City’s audit for a number of years. Like last year, the City receiving federal grant funding for the wastewater treatment facility. As a result of this, a more extensive audit is required per federal regulations. The only change to the engagement letter presented is a slight increase in their fee - \$26,250 last year to \$29,000 this year. A motion was made by Kuehl, second by Carlson, to approve the engagement letter to allow ELO CPAs & Advisors to perform the City’s 2025 audit – all voted yes, motion carried.
- **Windsor TIF Discussion:**
 - **Resolution 2026-5 to Correct Legal Address for TIF #3:** On Nov 4th the Council approved Resolution 2025-11 creating TIF #3 for the Windsor Group. The legal description that was used for this resolution was taken from the TIF plan which, unfortunately, was incorrect. Resolution 2026-5 will correct this legal description. The boundaries of the TIF are not changing and remain Parcel #15994 on both the north and south side of E 2nd St. along with that portion of E 2nd St from the Colton Rd to the east end of Windsor Groups land. A motion was made by Boen, second by Matson to approve Resolution 2026-5 to correct the legal address for TIF #3 – all voted yes, motion carried.
 - **Review/Approve Final TIF Plan:** The project plan for TIF #3 was presented. The TIF plan is for \$3,250,000, which will be financed by the developer. The life of the TIF is anticipated to be 20 years. The development will include commercial and residential property. A motion was made by Boen, second by Horacek to approve the project plan for TIF #3 – all voted yes, motion carried.
 - **Review/Approve Development Agreement:** The development agreement for TIF #3 was presented. This agreement lays out the terms and obligations for the development of the property in this TIF district. This agreement has been reviewed by the City Attorney. Brenda Ask with Frieberg, Nelson & Ask was present. She noted that a verbiage change should be made to the last three paragraphs on page 2 of the agreement, changing the word “Whereas” to “Therefore”. A motion was made by Matson, second by Boen to approve the development agreement between the Windsor Group, LLC and the City of Hartford, including any suggested amendments by the City Attorney – all voted yes, motion carried.
- **Mayoral Appointments:**
 - **Appointments to the Planning & Zoning Board:** Planning & Zoning board members Brad Miles, Mark Anderson & Troy Jackson terms expired at the end of the year. While Jackson has decided to step down, Miles & Anderson have expressed interest in continuing to serve. Mayor Jones is recommending the appointment of Miles and Anderson along with new member Joe Whealy. These appointments would be for 2 years. A motion was made by Boen, second by Matson to approve the Mayor’s appointment of Brad Miles, Mark Anderson, and Joe Whealy to the Planning & Zoning Board for a 2-year term – all voted yes, motion carried.

- **Appointments to the Park & Recreation Board:** The Park & Recreation Board is made up of 5 voting members from the public and 2 non-voting members, one staff person and one council person. Mayor Jones is recommending the appointment of Keith Carlson and Craig Wagner for the 2 non-voting members. These appointments would be for one year. A motion was made by Matson, seconded by Schilling to approve the Mayor's appointment of Keith Carlson and Craig Wagner to the Park & Recreation Board for a 1-year term – all voted yes, motion carried. Kandi Lewin's term expired at the end of the year and she has decided to step down, creating a vacancy that has yet to be filled.
- **Advertise for Wastewater Plant Specialist Position:** The Wastewater Plant Specialist position is currently open. The main duties of this position would be to ensure the smooth operation of the plant, testing, reports, plant/ground maintenance, and to assist with other public works duties, if needed. A motion was made by Kuehl, second by Horacek to approve advertising for the Wastewater Plant Specialist position – all voted yes, motion carried.

ADJOURNMENT: A motion was made by Kuehl, second by Matson to adjourn at 7:48pm – all voted yes, motion carried.

Minutes recorded by Finance Officer Karen Wilber.

I, the undersigned Karen Wilber, Finance Officer in and for the City of Hartford, South Dakota, do hereby certify that the above and foregoing is a true and correct copy of the minutes which is on file at the Municipal Finance Office.

Karen Wilber, Finance Officer



Agenda Item Staff Report

DATE: February 3, 2026

AGENDA ITEM: Resolution 2026-6 Transfer from the General Fund to 12th St/Oaks Ave Project Fund

PREPARED BY: Teresa Sidel, City Administrator

Staff Recommendation: Approval of Resolution 2026-6

Background/Summary:

The 12th St/Oaks Ave Project Fund was created to record any revenue and expenses for this project, which included water, sewer, street and curb & gutter for W 12th Street and N Oaks Ave. The project was mostly funded by an EDA and LIIP grant, which paid for 90% of all construction cost. This left 10% for the city to pay, plus any professional services.

The project fund balance, after all expenses and revenue from the grants were received, left a deficit of \$373,562.63 in the special project fund – this is the city’s share of the project. Resolution 2026-6 will transfer this \$373,562.63 from the city’s general fund to this special project fund so we can close out this account. The city still has \$145,118 in special assessments due on the project but these funds, when received, will go into the general fund. All-in-all, total expenses for the project were approx. \$1.7m but the actual cost to the city, including special assessment funds yet to be received, is only \$228,444. A great price for 2 new streets with utilities – the grants really made a difference.

Prior Council/Board Action:

None

Possible Action:

1. Approve Resolution 2026-6
2. Do not approve Resolution 2026-6

Fiscal Impact:

This project was approved knowing that the city will be responsible for 90% of the construction cost plus any professional services. This funding was proposed to come out of the General Fund.

Attachments:

- Resolution 2026-6

RESOLUTION # 2026-6

**Resolution to Transfer Committed Funds from the General Fund to the
12th St/Oaks Ave Street Project Fund**

WHEREAS, the 12th St/Oaks Ave Street Project has been completed and all know invoices have been paid;

WHEREAS, the City of Hartford has committed funds in the General Fund for the 12th St/Oaks Ave Street Project;

WHEREAS, these committed funds needs to be transferred out of the General Fund and into the 12th St/Oaks Ave Street Project Fund to cover paid expenses of the project and balance the cash account of this fund;

NOW, THEREFORE, LET IT BE RESOLVED, that the amount of \$373,562.63 be transferred from the General Fund (101) reserve account to the 12th St/Oaks Ave Project Fund (511) reserve account.

Dated this 3rd day of February 2026

Arden Jones
Mayor

ATTEST:

Karen Wilber
Finance Officer

(Seal)



Agenda Item Staff Report

DATE: February 3, 2026

AGENDA ITEM: Resolution 2026-7 Transfer from the Water Fund to Hwy 38 Water Loop Project Fund

PREPARED BY: Teresa Sidel, City Administrator

Staff Recommendation: Approval of Resolution 2026-7

Background/Summary:

The Hwy 38 Water Loop Project was for a water main extension that runs east down Railroad Street starting at Vandemark Ave and then connecting to the water main at the intersection of the Colton road & 2nd Street. This project helps feed the Windsor Addition and provides a water loop for our system. The estimated cost was just over \$1M. The city proposed to pay this cost from using \$500,000 from the water funds reserve account and \$500,000 from an SRF loan.

Due to a low bid, the actual cost of the project was just over \$800,000. The city used \$500,000 from our water fund first to pay expenses and then only used \$296,736 of our SRF loan – we did not need to use the full SRF loan, making repayment a lower amount.

The project fund balance, after all expenses and revenue from the water fund and SRF loan were received, left a deficit of \$5,807.60 in the special project fund. This amount was for administration services not covered by the loan – the city will need to transfer an extra \$5,807.60 from the water fund to cover this expense and close out this project fund. Total cost for this project came in below budget at approximately \$802,543.

Prior Council/Board Action:

None

Possible Action:

1. Approve Resolution 2026-7
2. Do not approve Resolution 2026-7

Fiscal Impact:

This project came in below budget at approx. \$802,543. This funding came from the city's water fund reserves \$505,807 and an SRF loan of only \$296,736.

Attachments:

- Resolution 2026-7

RESOLUTION # 2026-7

**Resolution to Transfer Committed Funds from the Water Fund to the
Hwy 38 Water Loop Project Fund**

WHEREAS, the Hwy 38 Water Loop Project has been completed and all know invoices have been paid;

WHEREAS, the City of Hartford has committed funds in the Water Fund for the Hwy 38 Water Loop Project;

WHEREAS, these committed funds need to be transferred out of the General Fund and into the Hwy 38 Water Loop Project Fund to cover paid expenses of the project and balance the cash account of this fund;

NOW, THEREFORE, LET IT BE RESOLVED, that the amount of \$5,807.60 be transferred from the Water Fund (602) reserve account to the Hwy 38 Water Loop Project Fund (512) reserve account.

Dated this 3rd day of February 2026

Arden Jones
Mayor

ATTEST:

Karen Wilber
Finance Officer

(Seal)



Agenda Item Staff Report

DATE: February 3, 2026

AGENDA ITEM: Resolution 2026-8: Bridge Reinspection Program

PREPARED BY: Teresa Sidel, City Administrator

Staff Recommendation: Approve Resolution 2026-8

Background/Summary:

There are 4 culvert structures in town that are deemed by the state as bridges and are required to have periodic inspections on them. The 4 structures are along Western Ave, Main Ave, Feyder Ave and Mickelson Road. The culverts on Main and Feyder need to be inspected every 2 years – since this was last done in 2024, we need to have those structure inspected again in 2026. The state has a grant program that utilizes highway funds to help pay 80% of this inspection costs. In order to participate in this grant program, the city just needs to inform the state of our intention to participate in the program and designate an engineer for these services. The state only has 19 engineering firms that they will allow us to use (ISG is not on their approved list). Brosz Engineering is an approved engineering firm and has been doing all our bridge inspections for the past few years, so they are familiar with our structures. Staff is recommending that the council approves Resolution 2026-8, which would allow us to participate in the state’s Bridge Inspection Program and utilize state funding for 80% of this cost and designate Brosz Engineering as our consulting engineer.

Prior Council/Board Action:

None

Possible Action:

1. Approve Resolution 2026-8 to participate in the Bridge Inspection Program & Designate Brosz Engineering as our consultant.
2. Do not Approve Resolution 2026-8 to participate in the Bridge Inspection Program & Designate Brosz Engineering as our consultant.

Fiscal Impact:

These bridge inspections are required by the state. Participating in the state Bridge Inspection Program would allow the state to pay 80% of this inspection cost and the city paying 20%. The anticipated cost is approximately \$1,500. The city did budget for engineering services for 2026.

Attachments:

- Resolution 2026-8

**RESOLUTION 2026-8
CITY OF HARTFORD**

**BRIDGE REINSPECTION
PROGRAM RESOLUTION
FOR USE WITH SDDOT RETAINER CONTRACTS**

WHEREAS, 23 CFR 650, Subpart C, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

THEREFORE, the City of Hartford is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The City requests SDDOT to hire Brosz Engineering, Inc. for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this 3rd day of February 2026, at Hartford, South Dakota.

Arden Jone, Mayor

ATTEST:

Karen Wilber, City Finance Officer

(seal)



Agenda Item Staff Report

DATE: February 3, 2026

AGENDA ITEM: Review/Approve Community Access Grant Agreement for Western Ave Project

PREPARED BY: Teresa Sidel, City Administrator

Staff Recommendation: Approve Community Access Agreement

Background/Summary:

As you know, original costs for the Western Avenue Project were estimated at \$5.6 M. Before the project was bid, the city council approved a funding scenario to cover these costs, which included a community access grant, REED loan, a sales tax bond, and utilizing some reserve funds.

Fortunately, the bids this spring came in well below estimates so it allowed the city to adjust our funding scenario slightly. Total anticipated expenses are \$3,687,250. The council made a motion to move forward with a lower sales tax bond of \$2.75M and the balance of the project was to be paid with sewer & water reserves up to the maximum expense allowed, a \$300,000 Reed Loan, and hopefully a community access grant.

The city received word on December 18, 2025, that we were awarded a Community Access Grant for \$600,000. This allows the city to cover all expenses for this project without using any additional general funds.

In order to move forward with receiving these grant funds, the enclosed agreement must be approved by the council. The agreement basically states that we were awarded \$600,000 in funding but must complete the project as submitted, provide the state with all cost documentation, provide insurance documentation, and provide future maintenance. Once the project is fully completed this spring, all documentation will be provided to the state and we can move forward with receiving our funding.

Possible Action:

1. Approve the Community Access Grant Agreement
2. Do not approve the agreement

Fiscal Impact:

These grant funds do not need to be repaid, allowing the city to utilize them for projects cost and save in general fund expense for the project.

Attachments:

- Community Access Grant Agreement

**COMMUNITY ACCESS GRANT AGREEMENT
BETWEEN
SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
AND
CITY OF HARTFORD**

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

1. HIGHWAY PROJECT:

- A. The CITY wants to construct or reconstruct a public highway described as follows:
 - i. Project Number: CA 026A PCN 0AE8.
 - ii. A public highway for community access, referred to in this Agreement as the "PROJECT," located on Western Avenue.
 - iii. The work will consist of roadway reconstruction to include excavation, water/sewer, base course, concrete surfacing, sidewalk, storm sewer, and geotextile fabric..
 - iv. The CITY'S estimate for the total cost of the PROJECT is \$6,016,500.
- B. The STATE has funding available for the cost of constructing the PROJECT.

THE STATE AND THE CITY MUTUALLY AGREE AS FOLLOWS:

2. TERM

- A. The STATE issued a letter on 12/18/2025, notifying the CITY of the award of the Community Access Grant. This Agreement is effective on the date of the letter of award, which is attached to this Agreement as **Exhibit 4** and incorporated herein by this reference.
- B. This Agreement will become effective on the date of last signature. The CITY will complete the work contemplated by this Agreement no later than 04/01/2029.

3. PROJECT PLANNING AND CONSTRUCTION

- A. The CITY will provide any necessary public right-of-way for the PROJECT at the CITY'S sole expense. Right-of-way costs will not be eligible for funding disbursements under this Agreement.
- B. The CITY will obtain any required environmental clearances for the PROJECT at the CITY'S sole expense. Environmental costs will not be eligible for funding disbursements under this Agreement.
- C. The CITY will dedicate to public use the PROJECT'S roadway and right-of-way.
- D. The CITY will at all times maintain the PROJECT as a public street.
- E. The CITY will, at the CITY'S sole expense, obtain construction plans, specifications, and estimates for the PROJECT. The CITY will submit the plans, specifications and estimates to the STATE for the STATE'S review and comment two (2) months prior to advertising the PROJECT for bids. The CITY will not proceed with advertising the PROJECT bid-letting until the CITY has received written notification from the STATE that all the STATE'S comments on the PROJECT have been addressed to the STATE'S satisfaction.

- F. The CITY will manage and supervise the bid letting and construction of the PROJECT.
- G. The CITY will, at the CITY'S sole expense, advertise and conduct the bid-letting for the construction contract for the PROJECT. The CITY will not award the construction contract unless the STATE has concurred in writing to the award of the contract.
- H. Construction costs will be ineligible for funding disbursements if the costs are the result of a construction change order that exceeds the scope of work in the contract as originally awarded or if the costs are determined by the STATE to be unnecessary, unreasonable, or inconsistent with the requirements of the construction contract.

4. FINANCING THE PROJECT

- A. The CITY will pay all costs associated with the PROJECT directly to any consultants and to the construction contractor.
- B. The STATE may deny funding for any PROJECT construction costs incurred in violation of any terms or conditions of this Agreement.
- C. The parties will share costs for eligible PROJECT construction costs as follows. The STATE will be responsible for eighty percent (80%) of eligible PROJECT construction costs but not more than Six Hundred Thousand Dollars (\$600,000), referred to as the "STATE'S SHARE." The CITY will be responsible for the remaining twenty percent (20%) of eligible PROJECT construction costs and one hundred percent (100%) responsible for all ineligible PROJECT construction costs and all PROJECT construction costs exceeding Seven Hundred Fifty Thousand Dollars (\$750,000), referred to in this Agreement as the "CITY'S SHARE."
- D. Upon receipt of copies of the signed construction contract between the CITY and the contractor, the STATE will issue payment to the CITY for seventy-five percent (75%) of the STATE'S SHARE of the eligible costs of construction for the PROJECT. Upon completion of construction of the PROJECT, the CITY will provide the STATE with all construction change orders, pay estimates, and final close out documentation, including a certification by a registered professional engineer that the PROJECT is complete and in conformance with the requirements of the contract. Upon receipt of all such documentation, the STATE will issue payment to the CITY for any remaining portion of the STATE'S SHARE of eligible PROJECT construction costs. If the STATE'S SHARE of eligible PROJECT construction costs is less than the funding advance made by the STATE, then the CITY will reimburse the STATE for the difference between the funding advance and the STATE'S SHARE of eligible PROJECT construction costs.

5. SUBCONTRACTING

The CITY will include provisions in the CITY'S subcontracts requiring the CITY'S subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE, all in a manner consistent with this Agreement. The CITY will cause the CITY'S subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

6. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

7. INDEMINIFICATION

The CITY will indemnify the STATE, its officers, agents, and employees against any and all actions, suites, damages, liability, or other proceedings that may arise as the result of performing services under this Agreement. This section does not require the CITY to be responsible for or defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

8. INSURANCE

If the CITY will be performing any construction activities, the CITY will be required to furnish to the STATE the following certificates of insurance, before any construction activities begin, and assure that the insurance is in effect for the life of this Agreement:

A. Commercial General Liability Insurance:

The CITY will maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it will apply separately to this Agreement or be no less than \$2,000,000.00.

B. Business Automobile Liability Insurance:

The CITY will maintain business automobile liability insurance or equivalent form with a limit of not less than \$500,000.00 for each accident. Such insurance will include coverage for owned, hired, and non-owned vehicles.

C. Workers' Compensation Insurance:

The CITY will procure and maintain workers' compensation and employers' liability coverage as required by South Dakota law.

9. AUDIT

All PROJECT charges will be subject to audit by the STATE. The CITY and the CITY'S subcontractors will keep accounting records clearly identified with this Agreement and will support all PROJECT charges by documents which evidence, in detail, the nature and propriety of those charges.

10. EXAMINATION OF RECORDS

Upon reasonable notice, the CITY and the CITY'S subcontractors will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The CITY will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

11. CIVIL RIGHTS ACT

The CITY will abide by the requirements of Title VI of the Civil Rights Act of 1964, incorporated in and attached to this Agreement as **Exhibit 1**.

12. AMERICAN DISABILITIES ACT

The CITY will provide services in compliance with the Americans with Disabilities Act of 1990, and any amendments.

13. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the STATE may terminate this Agreement. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

14. TERMINATION

The STATE may terminate this Agreement upon ten days' notice to the CITY. If the STATE terminates this Agreement due to the CITY'S breach, then any payments owed to the CITY at the time of termination may be adjusted to cover any additional costs to the STATE because of the CITY'S breach. The adjustment of payments will be in addition to any other remedies the STATE may pursue as a result of CITY'S breach, and the STATE does not waive these other remedies by making a payment adjustment. If termination is not due to a breach by the CITY, then the CITY will be paid for eligible PROJECT costs incurred up to the date of termination, subject to the maximum limiting amount.

15. COMPLIANCE WITH LAWS

- A. The CITY must comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The CITY must procure all licenses, permits, or other right necessary for the fulfillment of its obligations under this Agreement.
- B. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement will be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- C. If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.
- D. All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire agreement with respect to its subject matter.
- E. The CITY will comply with all requirements imposed by South Dakota Codified Law (SDCL) § 1-56-10. The CITY has signed "State of South Dakota Grant Recipient or Subrecipient Attestation" to this effect, which is attached as **Exhibit 2** and made a part of this Agreement.

16. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The CITY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the CITY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

17. PUBLIC ACCESS TO AGREEMENT

The parties acknowledge and agree that this entire Agreement, including any exhibits and attachments to this Agreement, is a public record that may be provided to the public and posted in its entirety on the State of South Dakota's searchable internet website pursuant to SDCL 1-27-45.

18. SIGNATURE AUTHORITY

The CITY has designated its Mayor as the CITY'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the CITY. A copy of the CITY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the Mayor as the CITY'S authorized representative is attached to this Agreement as **Exhibit 3**.

This Agreement is binding upon the signatories not as individuals but solely in their capacities as officials of their respective organizations and acknowledges proper action of the STATE and the CITY to enter into the same.

City of Hartford, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: Mayor

Its: Program Manager,
Office of Administration

Date: _____

Date: _____

Attest:

By: _____

Printed Name: _____

City Finance Officer

(CITY SEAL)

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
STANDARD TITLE VI / NONDISCRIMINATION ASSURANCES
APPENDIX A & E
MARCH 1, 2016**

During the performance of this contract, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin), and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability), and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC Ch. 471, § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. Ch. 471, § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

State of South Dakota Grant Recipient or Subrecipient Attestation
--

By completing this form, you, the recipient or subrecipient, attest to meeting the following requirements per SDCL § 1-56-10:

- (1) A conflict of interest policy is enforced within the recipient's or subrecipient's organization;
- (2) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or subrecipient's website;
- (3) An effective internal control system is employed by the recipient's or subrecipient's organization; and
- (4) If applicable, the recipient or subrecipient is in compliance with the federal Single Audit Act, in compliance with SDCL § 4-11-2.1, and audits are displayed on the recipient's or subrecipient's website.

If you, the recipient or subrecipient, have concerns regarding the requirements listed above, please contact your state agency representative before signing this form.

Printed Name of Person Completing Form: _____

Printed Title of Person Completing Form: _____

Signature of Person Completing Form: _____

Date: _____



Division of Secretariat
Office of the Secretary
700 E. Broadway Avenue
Pierre, South Dakota 57501
605.773.5105
dot.sd.gov | sd511.org

December 18, 2025

The Honorable Arden Jones
City of Hartford
125 North Main Avenue
Hartford, SD 57033

Dear Mayor Jones,

I am pleased to inform you that the Transportation Commission approved grant funding to the City of Hartford for \$600,000 in Community Access Funds. These funds are designated to be used to assist in the improvement of Western Avenue which serves a business area.

The Department of Transportation's Office of Administration will be contacting you regarding the project agreement that will need to be executed by both parties. Please coordinate obtaining the necessary contract and other project agreement documents with them. Finally, if there is anything they can do to help expedite the project to completion, please communicate those opportunities with them.

Congratulations on the grant award and we look forward to working with you on your project!

Sincerely,

A handwritten signature in blue ink that reads "Joel Jundt". The signature is written in a cursive style.

Joel Jundt
Secretary Department of Transportation



Agenda Item Staff Report

DATE: February 3, 2026

AGENDA ITEM: Review/Approval Lease Agreement between City of Hartford and Gateway Hartford, Inc.

PREPARED BY: Teresa Sidel, City Administrator

Staff Recommendation: Authorize the Mayor to sign on behalf of the city to Approve Lease Agreement between the City of Hartford and Gateway Hartford, Inc.

Background/Summary:

As the council knows, the city has been working on setting up a Special Project Entity (SPE) to assist with our lagoon remediation and re-purposing this land for future development. This SPE is known as Gateway Hartford, Inc (GHI). This entity will be able to apply for grant funding to remediate the lagoons and help with future land transfer as needed. In order to secure grant funding for remediation, the lagoon land will need to be transferred to GHI. Once transferred to GHI, they will work to remediate the lagoons, work on a master plan for the area, develop and market as needed.

Although the land is being transferred to allow GHI to move forward with a grant application for the remediation of the lagoon, the city will still need access to the land in order to fully complete dewatering, relocate our tree mulch operation, and allow access to the billboard that the city is under lease agreements.

The city attorney and GHI attorney have been working on this lease back agreement and the final version is in the packet for council approval. The agreement basically acknowledges the land transfer to GHI but then GHI will lease back the property to the city for \$1 to allow the city to continue dewatering our lagoon to fully our state permit, allows us time to relocate the tree branch pile, and allow access to our billboards.

The initial term is for one year but can be extended to allow the city to complete the items outlined above and allow access to the billboard through our last lease agreement (which is Dec of 2028). The agreement does note that no new billboard leases can be entered into or no renewal can be done unless GHI approves – I'm assuming the city will have future discussing on our billboards at a later date.

I believe this agreement, as presented by the attorneys, will address the needs of the city until we can fully abandon the property.

Prior Council/Board Action:

None

Possible Action:

- Approve lease agreement
- Do not approve lease agreement

Fiscal Impact:

No significant impacts to the city

Attachments:

- Lease Agreement between City of Hartford and GHI

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") made and entered into this ___ day of _____, 2026, (the "Effective Date"), by and between GATEWAY HARTFORD, INC., a South Dakota non-profit local economic development corporation, of 508 Patrick Avenue, Hartford, South Dakota 57033 (hereinafter "Lessor"), and the City of Hartford, a South Dakota municipal corporation, of 125 N. Main Avenue, Hartford, South Dakota, 57033 (hereinafter "Lessee");

WITNESSETH:

1. Description and Possession of Leased Premises.

1.1 *Description.* Lessor does hereby lease to Lessee the following described real property and appurtenances thereto (the "Leased Premises"), located in Minnehaha County, South Dakota, to-wit:

The South Half of the Northeast Quarter (S1/2NE1/4), except Lot H-1, Section 27, Township 102 North, Range 51 West of the 5th P.M., City of Hartford, Minnehaha County, South Dakota.

1.2 *Possession.* Should Lessee pay the rent due hereunder and observe and perform all the terms, covenants and conditions on its part to be observed and performed, Lessee may peaceably and quietly enjoy the Leased Premises subject to the terms and conditions of this Agreement.

2. **Term of Lease.** The Term of this Agreement shall begin on the Effective Date and shall continue thereafter for one (1) year, plus the number of days, if any, necessary to end the term on the last day of the month thereof (the "Term"). Lessee has the option to extend the term of this lease for such period of time as is necessary to fully decommission Lessee's wastewater lagoons located on the Leased Premises. The parties also agree that after Lessee has completed its obligations to fully transfer its wastewater treatment and recovery to its new wastewater recovery facility, this lease will terminate as to the access of the wastewater lagoons, even if the initial term has not expired. Lessee has a separate option of extending the Term for purposes of maintaining and leasing its billboards located on the Leased Premises, as further set forth below, for additional one-year periods until Lessor reports the sale of the first development lot pursuant to section 2(a) of the Real Estate Transfer Agreement entered into by the parties on January 13, 2026 (the "Real Estate Transfer Agreement"). At that time, the Term with respect to billboard placement will be automatically extended as necessary to coincide with the conclusion of any then-current leases with sign tenants. The parties further agree that this Lease shall expire in its entirety if title to the Leased Premises shall return to Lessor pursuant to the terms of the Real Estate Transfer Agreement.

3. Rent.

3.1 *Rent.* So long as Lessee is not in default under the terms and conditions of this Lease, Lessee shall pay as "Rent" the sum of \$1.00 per year during the Term and any extension of this Agreement. Rent shall be paid on the first day of each Agreement year in full.

3.2 *Provisions Regarding Taxes.* Lessor shall promptly pay before delinquency all real property taxes, levies, and assessments against the Leased Premises and all improvements thereon. In the event of default in such payment, Lessee, at its option, may pay the same, if necessary in Lessee's judgment to protect Lessee's leasehold interest, and Lessor shall reimburse Lessee the amount thereof, together with any penalties and interest which may have been charged and paid by Lessee together with interest that shall accrue on the unpaid portion thereof at a per annum rate to be determined by Lessee not to exceed the maximum interest rate permitted by law.

4. **Pond Access.** Lessor acknowledges and agrees that Lessee may, at Lessee's cost and expense, take such measures as are necessary to access the Lessee's former wastewater lagoons which Lessee operated on the Leased Property as deemed necessary to ensure compliance with the Permit NPDES Permit SD 0021750 which governs the actions and discharge obligations of Lessee from the lagoons located on the Leased Premises.

5. Use of Premises.

5.1 *Lessee's Permitted Use.* The Leased Premises shall be used only for Lessee, its invitees, and assigns to conduct the following activities:

- 5.1.1 To complete such work as is necessary to complete the processes required to terminate Lessee's responsibilities for the wastewater lagoons under Permit NPDES Permit SD 0021750.
- 5.1.2 To remove trees and branches which Lessee has allowed to be disposed of on the Leased Premises with the understanding of the parties that Lessee will no longer accept trees and branches from citizens at the disposal site located on the Lease Premises and operated by the City of Hartford.
- 5.1.3 To access the 6 double-sided billboards, including the electric facilities which exist to provide sign lighting, located on the Lease Premises which the parties agree will remain the property of the Lessee and to which Lessee will be entitled to rental proceeds from said billboards. Lessee's sign tenants shall also be allowed reasonable access to maintain and repair the signs or to change the sign faces if new or existing tenants on the signs change the advertising. The foregoing notwithstanding, Lessee shall not, without the express written consent of Lessor: (i) enter into a new or renewed lease with a sign tenant, following execution of this Lease, for a term exceeding one year; or (ii) enter into any new or renewed lease with a sign tenant after Lessor reports the sale of the first development lot pursuant to section 2(a) of the Real Estate Transfer Agreement.

5.2 *Compliance with Laws.* Lessee shall in all respects comply with all codes, ordinances, statutes, rules, permits and regulations of any governmental authority having

jurisdiction over the Leased Premises or its use and shall not cause or permit use of the Leased Premises in violation of any of the foregoing.

5.3 *Lessor's Access.* Lessor shall have access over and across the Leased Premises for purposes of maintaining, repairing, improving, or replacing Lessor's property for the uses identified herein, but Lessor shall not cause obstruction of Lessee, or Lessee's invitees, or otherwise unreasonably interfere with Lessee's Use of the Leased Premises. Lessor shall be responsible for all physical damage to the Leased Premises caused by such process and shall save and hold Lessee harmless from and indemnify and reimburse Lessee for all claims arising as the result of such processes unless caused by the negligence of Lessee or its agents or invitees other than Lessor.

6. Indemnity and Defense.

6.1 *Lessee's Obligation.* Lessee shall hold Lessor, its successors, assigns, harmless from and indemnify and defend Lessor against any and all claims, demands, actions and suits and all costs, loss, damage, liability, expense (including attorneys' fees), penalties and fines which may arise from or be claimed against Lessor or the Leased Premises arising directly or indirectly from (a) the use or occupancy of the Leased Premises by Lessee, or (b) failure of Lessee to comply with any and all laws, statutes, ordinances, rules, permits or regulations applicable to the Leased Premises, or (c) Lessee's breach of any warranty, covenants, liability or obligation under this Agreement.

6.2 *Exception.* Lessee shall not be obligated to indemnify Lessor under this section for any judgment or order if it is ultimately and finally determined that Lessor's acts or fault was the sole or partial cause of the occurrence, condition or damage for which the indemnitee would otherwise be entitled to indemnity.

6.3 *Lessor's Obligation.* Lessor shall hold Lessee, its successors, assigns, harmless from and indemnify and defend each of them against any and all claims, demands, actions and suits and all costs, loss, damage, liability, expense (including attorneys' fees), penalties and fines which may arise from or be claimed against Lessee or the Leased Premises arising directly or indirectly: (a) any accident, injury to or death of persons or loss of or damage to property occurring on the Premises which is caused by Lessor, or Lessor's agents or employees, or (b) any failure on the part of the Lessor to perform or comply with any of Lessor's obligations under this Agreement.

7. Default and Remedies.

7.1 *Lessee's Default.* The occurrence of any of the following shall be deemed an event of Lessee's default under this Lease: (a) Lessee's failure to pay any rental when due if the failure continues for ten (10) days after written notice to Lessee; or (b) Lessee's breach of any other terms and conditions of this Agreement to be performed or observed by Lessee if, after written notice to Lessee, the breach continues for thirty (30) days or Lessee fails to commence good faith within thirty (30) days to cure a curable condition which by its nature is not curable within thirty (30) days; or (c) Commencement of any bankruptcy, insolvency or receivership

proceedings under state or federal law by or against Lessee.

7.2 Lessor's Remedies. Upon occurrence of any event of default and upon expiration of the applicable notice period without cure of such default or defaults, then Lessor may, terminate this Agreement and recover from Lessee all attorneys fees and expenses incurred in enforcing the terms of this Agreement or exercising the foregoing rights and remedies, as additional damages for loss of benefit of bargain

7.3 Lessor's Default. Lessor shall be in default hereunder if it fails or refuses to perform any provision of this Agreement which it is obligated to perform and Lessor has not cured such failure within thirty (30) days after notice of default has been given to Lessor or has not commenced in good faith to cure a condition which by its nature is not curable within such 30 days. Upon default by Lessor which is not cured within any applicable notice and cure period, Lessee may pursue its rights and remedies at law or in equity.

8. Surrender of Lease Premises. Upon the expiration of the lease Term, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender the Leased Premises in good, clean and orderly condition. If the Leased Premises be not surrendered at the termination of this Lease, Lessee will indemnify Lessor against loss or liability resulting from delay in so surrendering the Leased Premises.

9. General Provisions.

9.1 Notice. All notices and other communications required hereunder shall be given in writing and shall be deemed to have been duly given: (a) when received if delivered in person; (b) five (5) days after being delivered to the U.S. Post Office to be sent by registered or certified mail, postage prepaid, return receipt requested; (c) one (1) business day after being sent by a nationally recognized overnight delivery service. Notice will be given to the address of each party as set forth above. Any person may, by written notice, designate any different address to which subsequent notices shall be sent not less than five (5) days prior to the effective date of such address change.

9.2 Assignment. Lessee shall not assign its interest in this Lease, nor sublet the Premises or any portion thereof, nor otherwise transfer or encumber this Agreement or any interest therein, without first obtaining the prior written consent of Lessor, not to be unreasonably withheld, conditioned or delayed. Subject to that restriction, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

9.3 Benefit. Except as otherwise set forth or permitted herein, this Agreement is intended solely for the benefit of Lessor and Lessee and shall not be enforceable by or create any claim or right of action in favor of any other party.

9.4 Entire Agreement. This Agreement represents the entire and integrated agreement between Lessor and Lessee with respect to the subjects described herein and supersedes all prior negotiations, representations or agreements, oral or written. This Agreement

may be amended only in writing signed by the party to be bound by such amendment and stating that it is intended as an amendment of this Agreement.

9.4.1 *Permissive and Mandatory Amendments.* This Agreement may be amended for the convenience of the parties at any time, except that any amendment must be in writing, expressly identified as a part hereof, and signed by an authorized representative of each of the parties hereto. In addition, the parties acknowledge Lessor has or will shortly file a grant application with the United States Environmental Protection Agency (“EPA”) for funding for environmental remediation of the Leased Premises, as further described in the Real Estate Transfer Agreement (the “Application”). In the event the EPA objects to any provision of this Lease, or requires modification either as a condition of its consideration of the Application or of funding an award, Lessor and Lessee agree to cooperate on any conforming amendments that may become necessary to clear EPA objections or to ensure continued eligibility for an EPA award.

9.5 *Severability.* If any one or more of the provisions of this Agreement shall be determined to be invalid, illegal or unenforceable in any respect for any reason, the validity, legality or enforceability of such provision in every other respect and the remaining provisions of this Agreement shall not be in any way impaired.

9.6 *Nonwaiver.* Failure of a party to insist upon adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon adherence to that term or any other term of this Agreement.

9.7 *Governing Law and Forum.* This Agreement shall be governed by and interpreted under the substantive laws of the State of South Dakota without regard to principles of conflicts of law. Each party consents to the jurisdiction of the courts of South Dakota, waives any defense of immunity or forum non conveniens, and agrees that any action or proceeding directly or indirectly concerning the Leased Premises or this Agreement shall be brought in Circuit Court for the Second Judicial Circuit, Sanborn County, South Dakota.

9.8 *Headings.* The section headings to this Agreement are intended solely for the parties’ convenience and shall not affect the interpretation or construction of any portion or provision of this Agreement.

9.9 *Interpretation.* This Lease Agreement shall be deemed prepared jointly by Lessor and Lessee and neither shall be deemed its sole author. In the event of any claim of ambiguity, no provision shall be thereby construed against either party.

9.10 *Attorneys’ Fees.* If either Lessor or Lessee commences or engages in any action or litigation or arbitration against the other party arising out of or in connection with the Lease, the Premises and/or the Building, including but not limited to, any action for recovery of any payment owed by either party under the Lease, or to recover possession of the Premises, or for damages for breach of the Lease, the prevailing party in any such action shall be entitled to

have and recover from the losing party reasonable attorneys' fees and other costs incurred in connection with the action and in preparation for said action. This provision shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above-written.

LESSOR:
Gateway Hartford, Inc.

LESSEE:
City of Hartford

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Attest by:

By: _____
Name: _____
Title: _____

To: City of Hartford

From: ISG

Date: February 3rd, 2026

cc: Teresa Sidel

GENERAL ENGINEERING UPDATE

- Site plans and plats are continually reviewed as they have been received.
- Observation of public improvements for private developments is ongoing as required.

PROJECT STATUS UPDATES

Water Resource Recovery Facility

General project scope:

Water Resource Recovery Facility is a mechanical plant for treating an average design flow rate of 1.56 million gallons per day (MGD) of wastewater. Wastewater will be collected by gravity to a new lift station southeast of the 465th Ave and Highway 38 intersection, then pumped to the treatment plant on south side of Interstate. The mechanical treatment is an Aeromod™ Activated Sludge System. After treatment, clarified water will be disinfected before discharge to an unnamed creek, a tributary to Turtle and Skunk Creeks.

A project website has been created to keep residents informed on project overview, schedule, and progress updates.

<https://isginc.mysocialpinpoint.com/hartford-water-resource-recovery-facility-project>



Construction:

Substantial completion for the project was issued on September 30th. Startup for the sludge press system is contingent upon sludge production within the treatment process. Sludge press commission is planned for February based on current sludge production rates. ISG and City staff are working with Rice Lake to make updates to the SCADA system, which monitors and controls the entire treatment system.

The plant has been treating nearly 300,000 gallons of wastewater per day since mid-July. City staff are on-site daily performing functional checks and testing wastewater per DANR requirements. Currently, the effluent is meeting all discharge requirements. The City and ISG will continue monitoring and optimizing the treatment process over the next few months.

Western Avenue Reconstruction

General Project Scope:

Western Avenue will be reconstructed to a 3-lane urban section with one lane each for north- and south-bound traffic and a shared center left turn lane. Where recommended in the Study, an additional right-hand turn lane will also be installed. The roadway will be constructed of concrete with curb, gutter, and storm sewer. Sanitary sewer and water main have been extended past the edge of proposed paving along west Mickelson Road to facilitate future connections.

A project website has been created and will provide updates, the construction schedule, and traffic changes.



<https://isginc.mysocialpinpoint.com/western-avenue-reconstruction>

The punchlist is approximately 75% complete. Remaining punchlist items, such as seeding, will be completed in the spring.

The project schedule is as follows:

- Construction Start: April 14, 2025
- Substantial Completion: October 27, 2025
- Final Completion: Anticipated Spring 2026

Project Construction Cost:

- D&G Concrete Construction Bid Amount: \$3,173,470.69
- ISG Construction Services (T&M): \$346,237.50

City Wide Water Model

General Project Scope:

Creation of a water model to evaluate the City's current water distribution system including water pressures, water age, and turnover. The existing model will be calibrated by conducting pressure tests at hydrants located throughout the City. The final model will be expandable so as the City grows and land is developed, the new water mains will be added and modeled. The model will also aid in development plan reviews to ensure acceptable water standards are met.

Overall, the City's water distribution system is in very good shape; no immediate action items were identified. Based on current daily usage and recommended fire storage within the current tower, there is a slight (20,000 gallon) deficit. As the City continues to grow, so will the deficit, increasing the need for additional storage. Based on current projections, a new tower is recommended within the next 5-10 years.

Mickelson Road Shared Use Path

General Project Scope:

The Mickelson Road shared use path project aims to create additional connectivity through the City of Hartford. Installing trail along Mickelson Road from Patrick Ave to Turtle Creek Drive was identified through a previous planning exercise. Leveraging the planning, ISG assisted the City with a grant application through SD DOT's Transportation Alternatives (TA) program. The program provides grants of up to \$600,000 and requires a minimum local match of 18.05%. ISG has been working with SD DOT to finalize scope of work and design will begin this fall.

Project design will be completed through early 2026. Once final plans receive approval from the SD DOT, the project will be bid, which is anticipated in spring 2026. Construction is expected in summer 2026.

Preliminary schedule is as follows:

- **Schedule**
 - Topographic Survey + Design: Early 2026
 - Plan review/approvals: Early 2026
 - Bidding: Spring 2026
 - Construction:
 - Anticipated start: Summer of 2026
 - Anticipated completion: Fall of 2026



Agenda Item Staff Report

DATE: February 3, 2026

AGENDA ITEM: Review/Approve Pay Request #26 to Rice Lake Construction Group for \$111,551.00

PREPARED BY: Teresa Sidel, City Administrator

Staff Recommendation: Approve per Engineer Recommendation

Background/Summary:

Pay Request #26 is to Rice Lake Construction Group for the Wastewater Treatment Facility project. The pay application is for work completed from 01/01/26 to 01/31/26. This pay app is for case work (\$90,000), CMAR fee (\$6,693) and Excise tax (\$2,231). It also includes the use of contingency funds for bollards by the lift station, garage door opener and a credit for 2 cabinets not delivered - (\$12,627). As always, ISG has also provided a "Contingency Use Form" to track changes in our contingency funds for this project as a reference for the council. The contingency account started at \$300,000 and is currently at \$169,585.86. This pay application does not include any retainage the city is holding to ensure total completion of the project.

Prior Council/Board Action:

11/7/23 – City council approved pay application #1 for \$1,227,128.00.
12/5/23 – City council approved pay application #2 for \$1,541,827.00.
1/16/24 – City council approved pay application #3 for \$1, 687,672.00.
2/06/24 – City council approved pay application #4 for \$1,562,297.00.
3/05/24 – City council approved pay application #5 for \$ 909,800.00.
4/02/24 - City council approved pay application #6 for \$ 602,870.00.
5/07/24 – City council approved pay application #7 for \$1,074,960.00.
6/04/24 – City council approved pay application #8 for \$1,338,258.00.
7/16/24 – City council approved pay application #9 for \$367,962.00.
8/07/24 - City council approved pay application #10 for \$916,676.00.
9/03/24 – City council approved pay application #11 for \$482,192.00.
10/1/24 - City council approved pay application #12 for \$722,713.00.
11/5/24 – City council approved pay application #13 for \$2,594,115.00.
12/3/24 - City council approved pay application #14 for \$1,042,823.00.
01/7/25 - City council approved pay application #15 for \$506,541.00.
02/4/25 - City council approved pay application #16 for \$500,151.00
03/4/25 – City council approved pay application #17 for \$1,058,815.00
04/1/25 – City Council approved pay application #18 for \$715,785.00
05/6/25 – City Council approved pay application #19 for \$950,190.00
06/3/25 – City Council Approved pay application #20 for \$304,864.00
07/1/25 – City Council Approved pay application #21 for \$86, 705.00
08/5/25 – City Council Approved pay application #22 for \$148,522.00

09/2/25 - City Council Approved pay application #23 for \$27,612.00

10/7/25 – City Council Approved pay application #24 for \$57,962.00

11/18/25 – City Council Approved pay application #25 for \$451,588

Total Pay Applications: \$20,880,028

Possible Action:

- Approve pay application.
- Deny pay application, which may put the city in violation of our contract.

Fiscal Impact:

The city did hire Rice Lake as our CMAR for this project and locked in a guarantee maximum price with them in the amount of \$21,261,958.00. Expenses for this project will be paid through city reserves, grant funds and SRF loans.

Attachments:

- Pay Application #26

JANUARY 30TH, 2026

Teresa Sidel
City Administrator
City of Hartford, SD
125 N Main Avenue
Hartford, SD 57033
cityhall@hartfordsd.us



RE: 26785 - HARTFORD WASTEWATER TREATMENT FACILITY PAY REQUEST #26

Mrs. Sidel,

Please find attached Pay Request #26 in the amount of \$111,551 for the above referenced project. The pay request has been reviewed by ISG and is recommended for payment at the next regular council meeting on February 3rd, 2026. The pay request includes installation of casework and contingency use for bollards at the lift station. No additional retainage is being paid out.

Original Contingency Amount = \$300,000.00
CU #1 through CU #20 = Total Contingency \$242,438.79
CU #21 = No Change, Total Contingency \$242,438.79
CU #22 = Net Decrease (\$60,225.93), Total Contingency \$182,212.86
CU #23 = No Change, Total Contingency \$182,212.86
CU #24 = No Change, Total Contingency \$182,212.86
CU #25 = No Change, Total Contingency \$182,212.86
CU #26 = Net Decrease (\$12,627.00), Total Contingency \$169,585.86

Rice Lake is substantially complete with the project and the certificate was issued by ISG on September 30, 2025. Sludge dewatering equipment startup has been rescheduled to Spring 2026.

Please do not hesitate to reach out with additional questions regarding this project or pay request.

Thank you,

A handwritten signature in blue ink, appearing to read "Michael Redenbaugh".

Michael Redenbaugh, PE
Civil Engineer

Michael.Redenbaugh@ISGinc.com

Application Period: 01/01/2026-01/31/2026		Application Date: 1/28/2026	
To (Owner): City of Hartford, SD	From (Contractor): Rice Lake Construction Group	Via (Engineer): ISG	
Project: Hartford SD Water Resource Recovery Facility	Contract:		
Owner's Contract No.: [REDACTED]	Contractor's Project No.: 23-26	Engineer's Project No.:	22-26785

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0	\$0
NET CHANGE BY CHANGE ORDERS	\$0	

1. ORIGINAL CONTRACT PRICE.....	\$ 21,282,358
2. Net change by Change Orders.....	\$ 0
3. Current Contract Price (Line 1 ± 2).....	\$ 21,282,358
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$ 21,098,023
5. RETAINAGE:	
a. 1% X \$21,098,022.52 Work Completed.....	\$ 106,412
b. 5% X \$0.00 Stored Material.....	\$ 0
c. Total Retainage (Line 5.a + Line 5.b).....	\$ 106,412
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ 20,991,611
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ 20,880,060
8. AMOUNT DUE THIS APPLICATION.....	\$ 111,551
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$ 290,747

Contractor's Certification

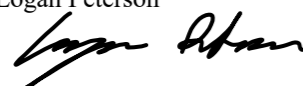
The undersigned Contractor certifies, to the best of its knowledge, the following:

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

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

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

Contractor Signature

By: Logan Peterson  Date: 1/28/2026

Payment of: \$ 111,551
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ 111,551
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Funding Partner) _____ (Date)

Approved by: _____ (Funding Partner) _____ (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Hartford SD Water Resource Recovery Facility				Application Number: 2326-26				
Application Period: 01/01/2026-01/31/2026				Application Date: 1/28/2026				
A		B	Work Completed		E	F		G
Bid Package	Description	Scheduled Value (\$)	From Previous Application	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
	Preconstruction Services	\$20,400	\$20,400	\$0	\$0	\$20,400	100.00%	\$0
	General Conditions	\$815,000	\$815,000	\$0	\$0	\$815,000	100.00%	\$0
	Bond & Insurance	\$184,000	\$184,000	\$0	\$0	\$184,000	100.00%	\$0
01	Site Work and Site Utility	\$1,531,400	\$1,531,400	\$0	\$0	\$1,531,400	100.00%	\$0
02	Concrete							
02.A	Aeromod	\$2,915,360	\$2,915,360	\$0	\$0	\$2,915,360	100.00%	\$0
02.B	Lift Station	\$182,210	\$182,210	\$0	\$0	\$182,210	100.00%	\$0
02.C	Operations Building	\$400,862	\$400,862	\$0	\$0	\$400,862	100.00%	\$0
02.D	UV and Cascade Structure	\$145,768	\$145,768	\$0	\$0	\$145,768	100.00%	\$0
03	Precast	\$648,251	\$648,251	\$0	\$0	\$648,251	100.00%	\$0
04	Electrical, Instrumentation & Controls	\$1,860,300	\$1,860,300	\$0	\$0	\$1,860,300	100.00%	\$0
05	General Construction Complete							
05.A	Metals	\$110,000	\$110,000	\$0	\$0	\$110,000	100.00%	\$0
05.B	Carpentry	\$100,000	\$100,000	\$0	\$0	\$100,000	100.00%	\$0
05.C	Casework	\$90,000	\$0	\$90,000	\$0	\$90,000	100.00%	\$0
05.D	Insulation	\$40,000	\$40,000	\$0	\$0	\$40,000	100.00%	\$0
05.E	Roofing	\$250,000	\$250,000	\$0	\$0	\$250,000	100.00%	\$0
05.F	Storefront & Glazing	\$50,000	\$50,000	\$0	\$0	\$50,000	100.00%	\$0
05.G	HM Doors & Frames	\$65,000	\$65,000	\$0	\$0	\$65,000	100.00%	\$0
05.H	Overhead Doors	\$55,000	\$55,000	\$0	\$0	\$55,000	100.00%	\$0
05.I	Drywall	\$50,000	\$50,000	\$0	\$0	\$50,000	100.00%	\$0
05.J	Hanging ACT	\$20,000	\$20,000	\$0	\$0	\$20,000	100.00%	\$0
05.K	Painting	\$115,600	\$115,600	\$0	\$0	\$115,600	100.00%	\$0
05.L	Specialties	\$10,000	\$10,000	\$0	\$0	\$10,000	100.00%	\$0
06	Plumbing	\$151,800	\$151,800	\$0	\$0	\$151,800	100.00%	\$0
07	HVAC	\$283,100	\$283,100	\$0	\$0	\$283,100	100.00%	\$0
08	Collection System	\$3,278,688	\$3,278,688	\$0	\$0	\$3,278,688	100.00%	\$0
09	Process Pipe & Equipment Supply and Install							
0.A	Aeromod	\$1,694,775	\$1,694,775	\$0	\$0	\$1,694,775	100.00%	\$0
09.B	Lift Station	\$112,985	\$112,985	\$0	\$0	\$112,985	100.00%	\$0
09.C	Operations Building	\$338,955	\$338,955	\$0	\$0	\$338,955	100.00%	\$0
09.D	UV and Cascade Structure	\$112,985	\$112,985	\$0	\$0	\$112,985	100.00%	\$0
10	Automatic Composite Sampler Supply	\$26,404	\$26,404	\$0	\$0	\$26,404	100.00%	\$0
11	Submersible Centrifugal Pumps Supply	\$58,203	\$58,203	\$0	\$0	\$58,203	100.00%	\$0
12	Rotary Lobe Pumps Supply	\$17,630	\$17,630	\$0	\$0	\$17,630	100.00%	\$0
13	Vertical Multi-stage Pumps Supply	\$22,102	\$22,102	\$0	\$0	\$22,102	100.00%	\$0
14	Screen Equipment Supply	\$98,235	\$98,235	\$0	\$0	\$98,235	100.00%	\$0

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract): Hartford SD Water Resource Recovery Facility				Application Number: 2326-26				
Application Period: 01/01/2026-01/31/2026				Application Date: 1/28/2026				
		Work Completed		E	F		G	
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Bid Package	Description	Scheduled Value (\$)	From Previous Application	This Period				
15	Grinding and Shredding Equipment Supply	\$72,763	\$72,763	\$0	\$0	\$72,763	100.00%	\$0
16	Dewatering System & Chemical Feed Supply	\$348,336	\$348,336	\$0	\$0	\$348,336	100.00%	\$0
17	Cascade Aerator Supply	\$142,958	\$142,958	\$0	\$0	\$142,958	100.00%	\$0
18	UV Equipment Supply	\$203,748	\$203,748	\$0	\$0	\$203,748	100.00%	\$0
19	Shaftless Screw Conveyor Supply	\$97,704	\$97,704	\$0	\$0	\$97,704	100.00%	\$0
20	Tie in to Existing System	\$31,986	\$31,986	\$0	\$0	\$31,986	100.00%	\$0
	Aeromod Supply	\$2,404,368	\$2,404,368	\$0	\$0	\$2,404,368	100.00%	\$0
	Contingency	\$422,892	\$240,679	\$12,627	\$0	\$253,306	59.90%	\$169,586
	CMAR Fee	\$1,276,942	\$1,259,188	\$6,693	\$0	\$1,265,881	99.13%	\$11,061
	Excise Tax	\$425,648	\$419,729	\$2,231	\$0	\$421,960	99.13%	\$3,688
	Totals	\$21,282,358	\$20,986,472	\$111,551	\$0	\$21,098,023	99.13%	\$184,335

Stored Material Summary

Contractor's Application

For (Contract):							0		Application Number:			2326-26	
Application Period:							01/01/2026-01/31/2026		Application Date:			1/28/2026	
Bid Item No.	A Supplier Invoice No.	B Submittal No. (with Specification Section No.)	C Storage Location	C Description of Materials or Equipment Stored	D Stored Previously		E Amount Stored this Month (\$)	Subtotal Amount Completed and Stored to Date (D + E)	F Incorporated in Work		G Materials Remaining in Storage (\$) (D + E - F)		
					Date Placed into Storage (Month/Year)	Amount (\$)			Date (Month/Year)	Amount (\$)			
8	01	33 31 14-005-	Along Easement	Siteworks 12" C900 Forcemain & 18" Sanitary Sewer	10/2023	\$477,402		\$477,402	1/29/2025	\$477,402	\$0		
21	13213	46 00 06-001-	Job Site	Aeromod Clarifier, Aerators, Valves, Misc. Materials	12/2023	\$700,872		\$700,872	1/29/2025	\$700,872	\$0		
13	17672	46 05 26-002-	Dakota Pump Inc.	Vertical Multi Stage Pump	12/2023	\$5,600		\$5,600	1/29/2025	\$5,600	\$0		
21	13218	46 00 06-001-	Job Site	Aeromod Clarifier, Aerators, Valves, Misc. Materials	1/2024	\$688,275		\$688,275	3/27/2025	\$688,275	\$0		
05.A	21269	05 50 00-001-	Job Site	Aluminum Hatches	1/2024	\$14,868		\$14,868	4/1/2024	\$14,868	\$0		
21	13223	46 00 06-001-	Job Site	Aeromod Clarifier, Aerators, Valves, Misc. Materials	2/2024	\$479,976		\$479,976	4/30/2025	\$479,976	\$0		
05.A	21383	05 50 00-001-	Job Site	Stringers, Frames, and Ladders	4/2024	\$58,410		\$58,410	3/27/2025	\$58,410	\$0		
3	3	03 41 00-001-	Collins Site	Precast Panels	4/2024	\$279,375		\$279,375	6/1/2024	\$279,375	\$0		
3	4	03 41 00-001-	Collins Site	Precast Panels and Hollowcore	5/2024	\$179,875		\$179,875	6/1/2024	\$179,875	\$0		
21	13223	46 00 06-001-	Job Site	Aeromod Clarifier, Aerators, Valves, Blowers, Misc.	7/2024	\$535,245		\$535,245	1/29/2025	\$535,245	\$0		
								\$0			\$0		
								\$0			\$0		
								\$0			\$0		
								\$0			\$0		
								\$0			\$0		
								\$0			\$0		
								\$0			\$0		
								\$0			\$0		
Totals						\$3,419,898	\$0	\$3,419,898		\$3,419,898	\$0		



Contingency Use Form

TO: ISG
 345 S Reid St #300
 Sioux Falls, SD 57103
 605-274-6401

PROJECT: Hartford SD Water Resource
 Recovery Facility
 Rice Lake Construction Group
 26015 466th Avenue,
 Hartford, South Dakota 57033

Contingency Use Number: 26

<u>PREVIOUS CONTINGENCY AMOUNT</u>	<u>INCREASE</u>	<u>DECREASE</u>	<u>REVISED CONTINGENCY AMOUNT</u>
\$182,212.86	\$0.00	-\$12,627.00	\$169,585.86

DESCRIPTION OF CHANGE:

- | | |
|--|----------------|
| 1.) Supply and install exterior keypad for C1D1 garage door opener in the screenings room. | \$ (1,390.00) |
| 2.) Supply and install of 8 bollards with CIP bases around the lift station this spring. | \$ (11,968.00) |
| 3.) Credit for the removal of two cabinets from Cosand's scope. | \$ 731.00 |

APPROVED:

ISG
 Engineering Consultant

BY: _____

TITLE: _____

DATE: _____

APPROVED:

Rice Lake Construction Group
 Contractor

BY:  _____

TITLE: Project Manager

DATE: 01/28/2026

Please sign and return one copy to RICE LAKE CONSTRUCTION GROUP

22360 County Road 12, P.O. Box 517, Deerwood, MN 56444

Maintenance Report – 2/3/2026

January 30, 2026

Streets

Roads – The bid letting for this year's project is planned for February 19, 2026. With the warm and cold weather patterns our roads seem to be holding up well. The guys have been working on the drainage area by Cressman's. They also cleaned out the end of the culverts on Feyder Ave.

Equipment – All of the equipment is in good shape. We had no issues with the last few snow events.

Boulevard trees – Mike Smith is planning on trimming the trees along Mickelson Road next week. We will keep an eye on the ash trees and also put together an overall plan as far as removals. We are currently taking down some boulevard trees; we have a few more to remove this fall. We should be done with tree removals for now.

Water

Reports / DANR – The 4th quarter water report has been sent in, and the next report is due April 10th, 2026. This will finish up the sampling for the year with no violations. The lead and copper have been updated for now. We are required to update and move forward with planning and removing all lead service lines in the future per EPA and DANR. At this time they are looking at a time frame of around 2035.

General – Last week we worked with ISG and AE2S on the water study. We did some flow testing and pressure checks throughout town. Matt with AE2S thought they would have some information for us in a few weeks. We saw a portion of the water report, and it is very informative. The information will definitely help with future growth.

Sewer

List station – All of the lift stations are working well at this time.

Reports – The December DMRs have been filled out and sent in, we will be filling out the January report in February.

Lagoons – We will have to finish discharging in the spring. We will also be working on how and what we need to do to remove the biomass from the aerated cells.

Future facility – Jesse and I are keeping up with the plant operation. We are trying to have weekly progress meetings with ISG and Rice Lake to get the punch list items taken care of. As of today, the main item that needs to be addressed is the heating unit. We also had a blower go down today, I contacted the service rep today and they are planning on being here the week of the 9th to check it out and hopefully fix it. We still have a blower online. We are currently working on getting the lab area set up.

Park

Parks – The bathrooms by the pickleball courts are ready for the electricians and the plumbers. All of the items we furnished are in house. We have also started refurbishing shelter # 5 in the park. This shelter is getting a steel roof and steel siding. We are hoping to have this shelter done next week.

Bike Trail – Nothing new at this time.

Sports complex – Nothing new at this time.

Public Buildings – The streetlight by the Gage House has an underground fault, which is the reason it has not been fixed. Sioux Valley Electric has done a temporary fix for now and they are planning on replacing the underground wire in the spring. We have started the yearly inventory.

FINANCE OFFICER REPORT

February 3, 2026

Financials: Below is a recap of revenue received for the month of January:

State of South Dakota	180,533.03	(Sales Tax)
State of South Dakota	6,184.21	(Alcohol Beverage Funds)
State of South Dakota	5,345.76	(Hwy/Bridge Funds)
Minnehaha County Treasurer	15,329.25	(Real Estate Taxes)
Minnehaha County Treasurer	3,840.64	(Street Maintenance Fee)
Minnehaha County Treasurer	828.79	(Wheel Tax)
Minnehaha County Treasurer	4,453.94	(Motor Vehicle Tax)
City of Lennox	3,033.56	(December Reimb of Building Inspector/Code Enforcer)
Golden West Telecommunications	22,266.17	(Annual Cable Franchise Fee)
Garbage Haulers	1,620.00	(2026 License Renewals)
Misc.	450.00	(Contractor Licenses)
Misc.	947.25	(Various Fines Issued)
Misc.	237.00	(Building/Shed/Fence/Flatwork/Grading Permits)
Misc.	330.00	(Pet Licenses)

GENERAL FUND COMPARISON – 2024 VS 2025

Revenue and Expenses for the Month of:	December 2024	December 2025
Revenue - General Fund	\$243,781.33	\$252,064.38
Expenses - General Fund	\$395,582.94	\$572,996.75
Revenue and Expenses YTD	2024 Year-To-Date	2025 Year-To-Date
Revenue - General Fund	\$4,603,048.82	\$4,648,673.89
Expenses - General Fund	\$3,332,453.98	\$3,580,783.98

General Fund Revenue & Expenditure Comparison: As you can see from the above year-to-date figures comparing 2024 to 2025, General Fund revenues for the year were fairly close with a slight increase in 2025 of approximately 45k. There was a larger increase in our expenses with 2025 up by approximately 248k. I've attached a comparison between the two years highlighting some of the bigger changes in both the revenues & expenditures.

Annual Report and Audit: Now that I've completed all the year-end processes, I have started working on the reports that the Auditors will need for both this year's annual report and audit.

Calendar of Events:

February 2026:

Tuesday, 3 rd	City Council Meeting @ City Hall, 7pm
Tuesday, 3 rd	Hartford Township Meeting @ Township Building, 7pm
Tuesday, 10 th	Planning & Zoning Meeting @ City Hall, 7pm
Monday, 16 th	Presidents Day Holiday – City Office Closed
Tuesday, 17 th	City Council Meeting @ City Hall, 7pm
Monday, 23 rd	Park & Rec Board Meeting @ City Hall, 6:30pm
Tuesday, 24 th	Planning & Zoning Meeting @ City Hall, 7pm

REVENUE COMPARISON - 2024 VS 2025

Account	Account Description	2024 Actual	2025 Actual	Over(Under)	Description
101 3111	CURRENT YEAR TAXES	1,758,456.95	1,883,659.42	125,202.47	Property Taxes up in 2025.
101 3112	CURRENT YEAR MINUS 1	14,143.67	7,680.41	(6,463.26)	
101 3116	ALL OTHER PRIOR YEARS TAXES	11,650.79	2,586.75	(9,064.04)	
101 3117	MOBILE HOME TAXES	3,653.73	3,782.30	128.57	
101 3131	1ST PENNY TAX REVENUE	906,295.89	860,346.86	(45,949.03)	Sales Tax down in 2025.
101 3133	2ND PENNY TAX REVENUE	906,296.88	860,346.84	(45,950.04)	Sales Tax down in 2025.
101 314	CABLE TV RECEIPTS CITY SHARE	50,231.06	24,981.15	(25,249.91)	Golden West pickleball court donation coded to incorret account in 2024.
101 3141	STATE SALES TAXES COLLECTED	4,098.55	4,485.54	386.99	
101 3142	EXCISE TAX COLLECTED	0.00	1.69	1.69	
101 319	PENALTIES & INTEREST ON TAXES	5,475.51	2,516.93	(2,958.58)	
101 321	LIQUOR LICENSES	14,954.00	13,400.00	(1,554.00)	
101 3211	VIDEO LOTTERY FEE	2,950.00	2,050.00	(900.00)	
101 3219	PUBLISHING - LIQUOR/GARBAGE	620.00	600.00	(20.00)	
101 324	BUILD PERMITS	35,159.08	16,051.96	(19,107.12)	Building Permits down in 2025.
101 3242	BUILD PERMITS PARK REVENUE	48,993.60	21,508.20	(27,485.40)	Building Permits down in 2025.
101 3245	ZONING, COND USE, VARIANCE FEES	400.00	1,000.00	600.00	
101 328	BILLBOARD RENTALS REVENUE	22,970.00	35,565.00	12,595.00	In 2025 GoldenWest leased and paid entire 3vr term rather than monthly pmts (10.8k).
101 32801	BILLBOARD SECURITY DEPOSIT	333.00	500.00	167.00	
101 329	OTHER-LICENSES & PERMITS	19,536.00	20,375.00	839.00	
101 330	CELLULAR ANTENNA LEASE	17,364.72	19,420.95	2,056.23	
101 334	STATE GRANTS	3,781.00	0.00	(3,781.00)	No mosquito control grant in 2025.
101 3351	BANK FRANCHISE TAX	52,052.23	77,732.79	25,680.56	Amount received from County up in 2025.
101 33510	PRORATE/PORT-OF-ENTRY	2,590.49	2,546.45	(44.04)	
101 3353	ALCOHOLIC BEVERAGE REVENUE	22,938.74	22,399.94	(538.80)	
101 3354	5% MOTOR VEHICLE TAX	25,103.49	25,381.87	278.38	
101 3382	25% COUNTY HWY & BRIDGE	26,620.02	27,602.36	982.34	
101 3383	WHEEL TAX	4,573.83	4,687.26	113.43	
101 34203	PUBLIC SAFETY	39,010.20	41,186.82	2,176.62	Reimbursement from Lennox for BI/CE higher in 2025 due to salary increase.
101 3462	SWIMMING POOL FEES	39,424.21	39,401.78	(22.43)	
101 3464	CONCESSION STAND REVENUE	6,164.25	6,411.96	247.71	
101 351	COURT FINES/PARK TICKETS/BAD CKS	8,056.75	3,042.54	(5,014.21)	4k collected in 2024 when property with numurous fines for code violations sold.
101 360	SUPPLY REIMBUREMENT -HADF/HACC	1,000.00	500.00	(500.00)	
101 361	BANK INTEREST EARNED	865.31	597.23	(268.08)	
101 3611	INTEREST EARNED - INDEX MM ACCT	245,204.13	282,612.10	37,407.97	Higher balance carried in money market account in 2025 so more interest.
101 36198	INTEREST EARNED REVENUE-DTRD	6.26	3.20	(3.06)	
101 362	RENTAL	730.00	2,880.00	2,150.00	Shelter rental rate increased effective 2025 plus Fastpitch World rental for tournament.
101 36346	SPECIAL ASSESSMENTS	35,426.09	2,450.20	(32,975.89)	In 2024 received 3 abatement assess (15.4k) and a 9th St assess paid off early (17.5k).
101 364	SALE OF FIXED ASSETS	11,300.00	0.00	(11,300.00)	Sold transit bus, '99 Pickup, & '72 tractor at auction in 2024.
101 3641	STREET MAINT FEE	222,332.56	303,496.09	81,163.53	Increased lineral rate/minimum in 2025 (\$1.50/\$97.50 to \$2/\$130).
101 367	CONTRIBUTIONS & DONATIONS	8,016.69	938.18	(7,078.51)	Donations from HABA & for veterans memorial stone updates in 2024.
101 369	OTHER MISC REVENUE	24,269.14	23,944.12	(325.02)	
		4,603,048.82	4,648,673.89	45,625.07	

EXPENDITURE COMPARISON - 2024 VS 2025

Account	Account Description	2024 Actual	2025 Actual	Under(Over)	Description
101 4111 411	SALARIES-CITY COUNCIL	20,725.00	20,800.00	(75.00)	
101 4111 412	OASI	1,585.48	1,591.22	(5.74)	
101 4111 427	TRAVEL, TRAINING, AND DUES	225.00	0.00	225.00	
		22,535.48	22,391.22	144.26	City Council
101 4121 411	SALARIES-MAYOR	4,125.00	5,250.00	(1,125.00)	
101 4121 412	OASI	315.57	401.63	(86.06)	
		4,440.57	5,651.63	(1,211.06)	Mavor: 11/19/2024 CC approved to compensate Mavor for ED and Reoionalization meetings he attends.
101 4130 423	PUBLISHING	28.06	30.24	(2.18)	
		28.06	30.24	(2.18)	Elections
101 4142 411	SALARIES-CITY ADMINISTRATOR	118,758.31	118,778.04	(19.73)	
101 4142 411 14	SALARIES-ECONOMIC DIRECTOR	98,888.86	0.00	98,888.86	
101 4142 411 15	SALARIES - CHAMBER DIRECTOR	0.00	7,200.00	(7,200.00)	
101 4142 411 3	SALARIES-OFFICE ASSISTANT	8,731.74	8,994.44	(262.70)	
101 4142 411 2	SALARIES-FINANCE OFFICER	83,929.33	88,212.89	(4,283.56)	
101 4142 412	OASI	23,178.42	16,417.58	6,760.84	
101 4142 413	RETIREMENT	18,600.66	12,939.82	5,660.84	
101 4142 415	GROUP HEALTH INS. TASC. DRUG	97,937.56	84,371.87	13,565.69	
101 4142 421	INSURANCE	4,545.57	4,861.07	(315.50)	
101 4142 421 1	INSURANCE-BONDING	183.84	148.97	34.87	
101 4142 422	PROFESSIONAL SERVICES -	25,987.56	20,730.06	5,257.50	
101 4142 422 2	PROF SERVICES - IT (MAINT & REPAIR)	13,324.50	22,053.89	(8,729.39)	
101 4142 422 1	PROFESSIONAL SERVICES - AUDITOR	19,515.36	30,546.76	(11,031.40)	
101 4142 423	PUBLISHING	7,583.01	15,647.45	(8,064.44)	
101 4142 423 1	PRINTING COSTS	1,628.57	982.22	646.35	
101 4142 424	RENTALS	6,362.27	6,758.11	(395.84)	
101 4142 426	SUPPLIES AND MATERIALS	6,093.21	4,444.50	1,648.71	
101 4142 426 1	BANK CHARGES	6,056.69	6,673.64	(616.95)	
101 4142 427	TRAVEL AND TRAINING	1,803.37	141.20	1,662.17	
101 4142 427 3	PROMOTIONS, WEB PAGE, TOURISM.	1,080.71	721.82	358.89	
101 4142 428	UTILITIES	1,556.63	838.61	718.02	
101 4142 429	OTHER	85,661.92	10,060.07	75,601.85	
101 4142 429 1	DUES, SUBSCRIPTIONS &	9,027.98	8,795.00	232.98	
101 4142 434	EQUIPMENT, OFFICE FURNITURE,	2,289.30	12,885.63	(10,596.33)	
101 4142 434 1	COMPUTER SOFTWARE	13,140.45	13,575.44	(434.99)	
101 4142 454 0	SALES TAX COLLECTED FOR STATE	4,043.20	4,470.02	(426.82)	
		659,909.02	501,249.10	158,659.92	Finance Office: Black Tie sales tax refund higher in 2024. No EDD salary/taxes/benefits in 2025.
101 4192 411	SALARIES-PUBLIC BUILDINGS	35,333.07	36,318.49	(985.42)	
101 4192 412	OASI	2,658.96	2,737.98	(79.02)	
101 4192 413	RETIREMENT	1,893.89	2,039.22	(145.33)	
101 4192 421	INSURANCE	4,137.16	4,344.01	(206.85)	
101 4192 422	PROFESSIONAL SERVICES	14,177.40	11,007.40	3,170.00	
101 4192 425	REPAIRS AND MAINTENANCE	3,788.48	5,703.63	(1,915.15)	
101 4192 426	SUPPLIES AND MATERIALS	7,272.80	6,582.64	690.16	
101 4192 428	UTILITIES	30,531.11	33,629.69	(3,098.58)	
101 4192 434	FURNITURE, EQUIPMENT, MACHINE	15,240.00	0.00	15,240.00	
		115,032.87	102,363.06	12,669.81	Public Buildings: AV equioment for council room purchased in 2024
101 4211 422	SHERIFF CONTRACT	218,140.00	224,796.00	(6,656.00)	
101 4211 422 2 0 2	SALARIES-DAYTIME SHERIFF	83,219.60	104,210.29	(20,990.69)	
		301,359.60	329,006.29	(27,646.69)	Sheriff: Higher contract and payroll amounts in 2025.
101 4229 422	HUMBOLDT AMBULANCE	23,625.00	23,625.00	0.00	
101 4229 436	FIRE DEPT-EQUIPMENT REPLACEMENT	0.00	260,000.00	(260,000.00)	
101 4229 439	FIRE DEPT-SUBSIDY	80,000.00	80,000.00	0.00	
101 4229 465	FIRE DEPARTMENT APPROPRIATION	30,000.00	35,000.00	(5,000.00)	
		133,625.00	398,625.00	(265,000.00)	Fire Dept: Appropriation 5k higher in 2025 plus paid out 260k for new fire truck.
101 4311 411	SALARIES-STREETS	161,135.67	149,184.96	11,950.71	
101 4311 412	OASI	12,138.60	11,259.90	878.70	
101 4311 413	RETIREMENT	9,336.94	8,601.43	735.51	
101 4311 421	INSURANCE	19,061.40	21,392.59	(2,331.19)	
101 4311 422	PROFESSIONAL SERVICES	32,074.69	31,265.77	808.92	
101 4311 425	EQUIPMENT-REPAIRS/MAINTENANCE	32,127.32	22,157.49	9,969.83	
101 4311 425 2	MISCELLANEOUS CONCRETE	580.50	1,969.18	(1,388.68)	
101 4311 425 3	CHIP SEALING - MINN CO. PROJECT	0.00	58,022.40	(58,022.40)	
101 4311 425 1	CHIP SEALING/CRACKS/PATCHWORK	176,406.01	228,398.12	(51,992.11)	
101 4311 425 4	SNOW REMOVAL	11,929.46	9,557.35	2,372.11	
101 4311 426	SUPPLIES AND MATERIALS	36,092.01	29,364.27	6,727.74	
101 4311 426 2	STREET SIGNS	1,984.88	17,355.17	(15,370.29)	
101 4311 426 1	GRAVEL AND MAG WATER	29,770.17	41,962.65	(12,192.48)	
101 4311 427	TRAVEL, TRAINING, AND DUES	495.44	238.30	257.14	
101 4311 428	UTILITIES	76,295.86	80,075.14	(3,779.28)	
101 4311 429	OTHER	10,926.62	16,070.92	(5,144.30)	
101 4311 434	FURNITURE, EQUIPMENT, MACHINE	7,834.95	1,224.99	6,609.96	
101 4311 436	MOSQUITO CONTROL	9,678.44	14,723.70	(5,045.26)	
		627,868.96	742,824.33	(114,955.37)	Street Dept: Countv chip seal project in 2025 (58k), 3 solar radar speed signs in 2025 (9.5k), slurry seal higher in 2025 (37k), 2nd mag water application in 2025 (11k).
101 4390 422	PROFESSIONAL SERVICE	7,500.00	7,500.00	0.00	
101 4390 429	OTHER	480.00	0.00	480.00	
101 4390 439	CAPITAL EXPENDITURES	0.00	16,761.00	(16,761.00)	
		7,980.00	24,261.00	(16,281.00)	Transit: New transit van purchased in 2025.
101 4412 422	PROFESSIONAL SERVICES	4,129.23	9,052.90	(4,923.67)	
101 4412 426	SUPPLIES & MATERIALS	0.00	186.19	(186.19)	
		4,129.23	9,239.09	(5,109.86)	Animal Control: New contract pricing implemented in 2025.
101 4511 411	SALARIES-SWIMMING POOL	81,406.04	76,493.76	4,912.28	
101 4511 412	OASI	6,207.55	5,835.17	372.38	
101 4511 413	RETIREMENT	1,434.11	1,297.33	136.78	
101 4511 421	INSURANCE	8,846.14	9,312.27	(466.13)	
101 4511 423	PUBLISHING	230.86	0.00	230.86	
101 4511 425	REPAIRS AND MAINTENANCE	14,464.20	16,204.92	(1,740.72)	
101 4511 426	SUPPLIES AND MATERIALS	29,920.56	26,519.07	3,401.49	
101 4511 427	TRAVEL, TRAINING, AND DUES	0.00	785.54	(785.54)	
101 4511 428	UTILITIES	22,879.51	22,655.85	223.66	
101 4511 434	FURNITURE, EQUIPMENT, MACHINE	4,611.33	31,200.00	(26,588.67)	
		170,000.30	190,303.91	(20,303.61)	Swimming Pool: New pool heater purchased in 2025 (31.2k) vs LG chair & 18 loungers in 2024 (4.6k).
101 4512 411	SALARIES-REC PROGRAM	5,262.82	5,353.90	(91.08)	
101 4512 412	OASI	402.59	409.58	(6.99)	
101 4512 421	INSURANCE	92.85	135.19	(42.34)	
101 4512 426	SUPPLIES AND MATERIALS	1,626.72	2,027.40	(400.68)	
		7,384.98	7,926.07	(541.09)	Summer Rec Program
101 4521 411	SALARIES-PARKS	118,417.48	120,135.97	(1,718.49)	
101 4521 412	OASI	8,932.38	9,064.41	(132.03)	
101 4521 413	RETIREMENT	5,225.06	4,736.76	488.30	

101 4521 421	INSURANCE	10,161.89	11,380.80	(1,218.91)	
101 4521 422	PROFESSIONAL SERVICES	8,771.25	48,051.25	(39,280.00)	
101 4521 424	RENTALS	5,840.00	4,612.50	1,227.50	
101 4521 425	REPAIRS AND MAINTENANCE	20,890.42	14,996.96	5,893.46	
101 4521 426	SUPPLIES AND MATERIALS	22,645.70	36,421.44	(13,775.74)	
101 4521 427	TRAVEL, TRAINING, AND DUES	151.76	287.64	(135.88)	
101 4521 428	UTILITIES	20,697.28	22,348.53	(1,651.25)	
101 4521 429	CITY TREES/ OTHER	11,352.60	21,615.98	(10,263.38)	
101 4521 434	MACHINERY AND EQUIPMENT	39,040.00	22,092.00	16,948.00	
101 4521 439	CAPITAL IMPROVEMENTS	263,343.38	226,560.68	36,782.70	
		535,469.20	542,304.92	(6,835.72)	Park Dept: More Park Master Plan expense in 2025 vs 2024 (39k). More Park Board project expenses in 2024 vs 2025 (31k).
101 4601 439	CAPITAL EXPENDITURES-DTRD	1,268.66	7,901.98	(6,633.32)	
		1,268.66	7,901.98	(6,633.32)	DHI: Wayfinding signage and arms for banners/baskets purchased in 2025.
101 4652 411	SALARIES-P&Z BOARD	9,500.00	8,250.00	1,250.00	
101 4652 411 2	SALARIES-BLDG INSPECTOR	11,051.44	11,273.57	(222.13)	
101 4652 411 4	FT BLDG INSPECT/CODE ENFORCER	67,963.14	71,404.63	(3,441.49)	
101 4652 412	OASI	6,662.50	6,846.95	(184.45)	
101 4652 413	RETIREMENT	3,623.46	3,802.14	(178.68)	
101 4652 421	INSURANCE	2,019.13	3,075.96	(1,056.83)	
101 4652 422	PROFESSIONAL SERVICES-	57,726.82	89,331.68	(31,604.86)	
101 4652 423	PUBLISHING/PUBLICATIONS	164.08	202.77	(38.69)	
101 4652 4231	PRINTING COSTS	175.35	239.22	(63.87)	
101 4652 426	SUPPLIES AND MATERIALS	662.31	753.58	(91.27)	
101 4652 427	TRAVEL, TRAINING	5,118.67	6,322.20	(1,203.53)	
101 4652 428	UTILITIES (P&Z)	808.14	804.71	3.43	
101 4652 429	OTHER (P&Z)	598.49	1,305.96	(707.47)	
101 4652 429 1	MCEDA DUES & SDML DUES	11,355.50	0.00	11,355.50	
101 4652 434	MACHINERY AND EQUIPMENT	1,113.97	0.00	1,113.97	
		178,543.00	203,613.37	(25,070.37)	Plannina & Zonina: Teton Ridee contract and SECOG regional safety action plan in 2025.
101 4653 429 1	JAMBOREE EVENT	15,000.00	0.00	15,000.00	
101 4653 429 2	HOMETOWN CHRISTMAS EVENT	10,000.00	0.00	10,000.00	
101 4653 429 4	HADF CAPITAL CAMPAIGN PLEDGE	160,000.00	0.00	160,000.00	
		185,000.00	0.00	185,000.00	Promotions: Envision done in 2024. Jamboree & HT Xmas paid out of 3rd Pennv Fund in 2025.
101 4755 441	PRINCIPAL-(W) DIAMOND TRAIL LOAN	82,047.43	84,631.93	(2,584.50)	
101 4755 442	INTEREST-(W) DIAMOND TRAIL LOAN	5,250.40	2,665.91	2,584.49	
		87,297.83	87,297.84	(0.01)	Debt Service - Diamond Trl
101 4756 441	PRINCIPAL-MICKELSON ROAD	27,389.88	28,508.04	(1,118.16)	
101 4756 442	INTEREST-MICKELSON ROAD	19,568.04	18,449.88	1,118.16	
		46,957.92	46,957.92	0.00	Debt Service - Mickelson Rd
101 4757 441	PRINCIPAL-VANDEMARK/9TH STREET	70,660.00	70,700.00	(40.00)	
101 4757 442	INTEREST-VANDEMARK/9TH STREET	32,576.26	31,491.26	1,085.00	
		103,236.26	102,191.26	1,045.00	Debt Service - Vandemark Ave
101 4758 441	PRINCIPAL-6TH/MUNDT PROJECT	128,243.30	132,373.34	(4,130.04)	
101 4758 442	INTEREST-6TH/MUNDT PROJECT	12,143.74	8,013.70	4,130.04	
		140,387.04	140,387.04	0.00	Debt Service - 6th St/Mundt Ave
101 4759 441	PRINCIPAL - WESTERN AVE BOND	0.00	28,189.96	(28,189.96)	
101 4759 442	INTEREST - WESTERN AVE BOND	0.00	88,068.75	(88,068.75)	
		0.00	116,258.71	(116,258.71)	Debt Service - Western Ave: Repavment started in 2025.
		3,332,453.98	3,580,783.98	(248,330.00)	

- **City Projects (Changes in red):**

- Western Avenue Expansion - ISG continues to work on plans. Schedule for plans and bidding was provided by ISG to staff. We are still reviewing plans along with funding options. ISG is working with HR Green and meeting with them regularly to ensure communication on coordinating the state and city project. ISG and city staff met with DOT officials on Monday, 9/18 to discuss this project and bidding procedure/coordination. Both projects will be let by the state for bidding and any contractor that bids on one project will be required to bid on the other project as well – thus ensuring the same contractor for both projects. This will make project coordination much easier. Once a contractor is secured, each project will be independent, with the state in charge of their bridge portion and the city in charge of our Western Ave portion. Bidding is still set for next spring with the project commencing in 2025. ISG continues to work on plans and coordinate with HR Green and the state. Project is still planned to be bid next year, with work being performed in 2024. I have talked with ISG about setting up property owner meetings for 2024 to go over the project and address any concerns they may have. ISG states the plans are 90% complete and a final set will be sent to the state by Feb 2024. Part of this project requires the DOT to evaluate the drainage along the off ramps. There will need to be a drainage area created along the NW ramp that will run between the lots in the Western Meadows Industrial Park. The state, ISG and city have been working with the property owner to finalize plans for this drainage. ISG has provided an updated cost estimate as per my request and I plan to meet with Sophie at SECOG to discuss financing options for this project the first part of March. I have confirmed a meeting with Sophie at SECOG for this Thursday (3/7) to discuss possible funding options. I anticipate a small community access grant and then a sales tax bond. Once I get additional information and discuss it with Karen, we will present it to the council for discussion. I did meet with SECOG last week to discuss funding for this project. As anticipated, there is little help out there for road reconstruction projects. We do plan to submit an application for the small community access grant, but this will only cover about \$600,000. The expected costs are approximately 5M now. SECOG was going to try and see if there are any programs under rural development to help. In the meantime, Karen and I will put together some information on a possible assessment and sales tax bond. Hope to have a funding scenario for the council by our next meeting. DOT is still planning a late 2024 bid date. We are planning to have a stakeholder meeting for adjoining property owners this Thursday (3/21) from noon to 1pm at the city hall to give a brief overview of the project. We can then schedule individual meetings if need be, to answer specific questions about the project. We held a stakeholder meeting with property owners along Western Ave on Thursday, 3/21. There were about 9 in attendance. Obviously, there were questions about the project and concerns with access to businesses, but all-in-all the property owners think this will be a great improvement once completed. ISG will follow up individually with each property owner to go over the logistics of the project. ISG is also reaching out to the business along Ruud Lane to discuss the project and possible impacts. I haven't heard back from SECOG yet to see if there is any funding available from Rural Development for this project or not. Once we get an answer to that, we can discuss funding scenarios with the council. I did hear back from SECOG and Rural Development may have a funding source that could possibly help with street improvements. I have reached out to Diane Sieperda with Rural Development, and we have a zoom meeting scheduled for 4/18 to discuss further. As you know, I have been working with SECOG, Rural Development, and bond counsel to discuss funding for this project. We will discuss funding options again at this meeting. We submitted our application for the community access grant to the state on Thursday. I am working on the REED application and have started working with Tom Grimmond on the sales tax bond. A resolution for the sales tax bond is in the packet for council approval. The application for the REED loan will be ready by Monday – I needed to provide financials through 6/30/24 so I need to wait for the month to close. ISG has meet with Tammen Oil and Ace to address any specific questions regarding the project. A meeting for next week (7/2 or 7/3) is being scheduled to meet with Grocotts, Dairy Queen, Buss CPA, and Doc Nik's as well. Our bond resolution has been published, and we submitted our REED Loan application this past week. Additional landowner meetings are planned. We continue to meet with landowners and address any questions or concerns. We will close on our bond loan this fall, and our REED Loan has been approved by the COOP board with approval of the agreement on the agenda. We continue to meet with property owners. We met with the manager of AmericInn on Wednesday and are working to set up a meeting with Jeff Harms from the Coffee Cup. Plans have been submitted to the state to prepare for

bid letting this winter. I have emailed the DOT to get status update on the Exit 387 bridge project. They were to bid for the steel beams this month and the rest of the project in January or February. Once I hear back from them, I'll pass along the update. I talked with the DOT this week. The state is still working to secure ROW from one property owner. If they get the property secured shortly, they plan to bid for the project on 2/19. If they need to condemn the property, it will be bid on 3/5. I have indicated that the city wants to bid asap in order to secure better pricing and be within budget. The DOT has confirmed that they plan to bid on this project on 3/5. ISG and staff plan to hold a meeting with property owners to provide a project update on Tuesday, 2/4 at 1pm. DOT is bidding the project and bid opening is planned for 3/5. Staff has provided an update in the packet regarding the lighting, Community Access Grant, and REED Loan. Bid opening is now planned for March 12th (this was pushed back a week due to some advertising issues) but the award date by the commission is still the same date of March 13th so it will not delay the project. The DOT is cautiously optimistic, so we are hoping for good bid numbers. Bids were received this week and came in lower than expected, resulting in significant cost savings to the city. The low bid was from D&G Concrete Construction, Inc. Awarding the bid and discussion on a revised funding scenario is on the agenda. The contract has been signed by D&G and the city and sent to the state for processing. A pre-construction meeting for this project is planned for 4/9. After the pre-construction meeting, we plan to meet with the adjoining property owners to give them an update on the project and construction schedule. We are also having ISG send out a courtesy letter to all the residents within this area (south of Mickelson) regarding the upcoming project – a copy of this letter is in the packet for your reference. Those letters are being sent out this week. ISG will also provide a link on the city's website for updates throughout the project. The preconstruction meeting with the contractor was held last Wednesday, 4/9. The project is set to begin on Monday, 4/14 – contractor has indicated that they will start with traffic control measures and then work by Mickelson Road. The city has project information, with a link to the project update page supported by ISG, on our website, Facebook page, mass notification system, and marquee board. We will also include this link in the next newsletter. There will be weekly update meetings between the contractor, engineers, city and DOT every Tuesday morning beginning on 4/22. We also have a meeting scheduled with the adjoining property owners for Thursday, 4/17 – this will be at city hall at 1pm if anyone from the council wants to attend. The project update link is on the city's website for the public to access. We are conducting weekly meetings with the general contractor, state, engineers and city staff. Phase one has been underway for a couple of weeks with the closure of the intersection of Mickelson Road and Western Ave. The detour route was busy the first few days but we have been re-routing truck traffic and we are monitoring activity with the aid of the sheriff's department. The general tells us that we should be able to open up this intersection by June 1st. This closure is an inconvenience, but it will speed up the project and provide a cost savings for the city and our taxpayers. All-in-all the work is progressing at a good pace with no major issues encountered. Phase 1 water main and sanitary sewer has been completed. Storm sewer is underway, along with the construction of the storm boxes. Once the storm sewer piping is done, they will begin placing fill and widening the roadway. We are having weekly meetings with the contractor and so far, the city's portion of the project is on schedule. We have received a few complaints about traffic not stopping at the stop signs at Cressman Trail & Opal Lane – flags and white markings have been placed to draw attention. Utilities installation, along with the construction of storm inlets and junction boxes has been completed. Topsoil stripping, roadway shaping, and subgrade compaction is planned for the coming week. Paving is anticipated for the 2nd week of June. Obviously, we had some setbacks in workdays due to the rains, but if the contractor can keep working the second phase should begin in early July. All utilities for phase 1 are done and the roadwork has begun. They are shaping it, placing aggregate base, and placing geotextile fabric. Curb work is also being done. We were hoping to have phase 1 done by July 4th but it may be a week or so after – all contingent on the weather. Curb and gutter, fillets, and turn lanes have been poured. Mainline paving is anticipated around July 4th. Once the pavement cures, the intersection of Western & Mickelson will be reopened and phase 2 will begin. Phase 1 street and utilities have been completed and the Western & Mickelson intersection is now reopened. Phase 2, which is between Opal Lane & Diamond Trail has begun with street removal. The detour for phase 2 will be along W Opal to Ruud Lane to Diamond Trail. All businesses along Western Ave between Opal Lane and Diamond Trail will have access via alternate routes. We are staying in close contact with the businesses and they have received communication last week and this week directly from the city/ISG. Weather depending, this phase should take approximately 5 weeks. Due to the rains phase 2 is about a little behind but storm sewer, sanitary sewer and water mains have been installed. Junction boxes and inlets are still being worked on. Additional signage has been added to allow wayfinding signs to the various businesses. Opal Lane going east should be re-opened later next week. Utilities for phase 2 have been installed and roadway shaping has begun. We anticipate paving to start next week, depending on the weather. We continue to keep the business owners updates and hope to have

phase 2 open in a couple of weeks. Phase 3 will be the construction of the intersection at Diamond Trail and Western Ave and will be done in phases. The stabilizing rock base has been completed, along with curb and gutter. We anticipate mainline paving for phase 2 next week. Phase 3, which is the intersection of Diamond Trail & Western will be completed in sections and is anticipated to begin mid-September. The driving lanes for Phase 2 are now open. Constructors are now working on the west ½ of Diamond Trail & Western Ave – once completed traffic will be moved and the east ½ will start. Barring any delays, the contractor thought the main roadway should be completed by the end of the month. The 4th and final phase of this project is estimated to begin on 10/6. It will be the construction and paving of the east ½ of Diamond Trail & Western. We hope to have completion by the end of October or early November. Sidewalks, trails and seeding will be done as time allows. At the progress meeting this past week the contractor indicated that the intersection of Diamond Trail & Western will be open by the end of the week – as of today (Friday), Western Ave is completely open and just Diamond Trail going east is not open yet. Traffic has been switched to the new bridge and demo of the old bridge is planned for overnight Friday (8pm-6am) and Saturday. Contractor continues to work on sidewalks/dirt work/and seeding as time allows. The city's part of the project is close to completion. A walk-through was conducted on 10/23 with ISG and city staff. A punch list of items to complete has been provided to the contractor that generally include site cleanup, topsoil and seeding, replacement of cracked sidewalk panels, rip rap at the storm outlet and installation of signage. We expect most of the items to be completed this year but some items, such as seeding, may go into next spring. The contractor continues to work on punch list items, which are about 75% complete. Punch list items should be completed this year except for seeding and some pavement marking. Closing on the REED Loan for this project is set for Tuesday 12/16. On Monday, December 29th, I received a letter from the SD DOT saying that the city was awarded \$600,000 in Community Access Funds. The city applied for this grant earlier this year for our Western Ave project. This is an 80/20 grant so the city will be receiving \$480,000 in grant funds from the state. I will be coordinating with the state to get all the necessary paperwork in place.

WRRE – Work continues on this project. The City council approved a contract with Rice Lake – the contract has been executed. Grading work continues at the site. The groundbreaking was a great success. Dirt work for the road and facility is underway, along with utilities. ISG has been reviewing shop drawings and bi-weekly construction meetings are being planned. We are still working on finalizing easement documents with Assam and Tyler. A progress meeting was held with the engineers, staff and contractors on Wednesday, 1/10. The weather is starting to slow things down. Rice Lake will continue to work on the Aeromod structure, but utility work will probably cease until spring. Equipment and materials will be moved to city ground (yard waste site) for winter storage. At our construction meeting on Wednesday, Rice Lake indicated that they have 8 walls poured out of 46 total – so they have about 17% completed. This process will take 2-3 months, depending on the weather. The lid for the lift station will be placed once the site dries out and work can be done. At this point, Rice Lake is continuing to pour the walls for the Aeromod structure and Siteworks has begun work again on the pipe this past week. The outside walls of the Aeromod structure have been completed and the crews are back filling the structure. Work will start on the operations building next. The gravity main will start as well – when the main crosses Mickelson Road, we will need to shut down the road for a few days. We plan to get the message out about this road closure 2 or 3 weeks prior. We will put on the city's website, Facebook page, marquee, alert system, and place signage along the road. A tour will be planned for June as discussed at our previous meeting. We had a construction progress meeting this last Wednesday (4/10). The Aeromod walls are approximately 65% complete. Parts for the Aeromod are now being delivered. The contractor has begun footing work for the operations building. All soil compaction tests have been good. Work also continues on the lift station and collection line – we are still looking at needing to close Mickelson Road towards the end of May/beginning of June. We have noticed some water retention issues along Highway 38 – we are working to correct. Coordination for electrical, gas, and water service is being done. No big changes for this project. Work continues on the Aeromod, lift station, and operations building. We talked of having a tour of the project on either 6/18 or 7/16 – I believe 6/18 would work best for the majority of the council. I will contact Rice Lake and coordinate this. A tour of the facility has been scheduled for June 18th at 5:30 – a calendar invite has been sent to the city council, P&Z, and HADF Board. Please respond at your earliest convenience so I can send a head count to Rice Lake. Work continues on the operations building. Siteworks plans to be on location again in late July or early August to install the gravity main cross Mickelson. Work continues to be on schedule. Work on the UV system, plumbing and electrical are being completed. Siteworks also plans to be back on site this month to complete the gravity main. Work continues on this project, with plans for Siteworks to come next month to complete the pipework on the gravity main. At our last construction update meeting, ISG and Rice

Lake had suggested using some of the city's contingency funds for suggested improvements. The city does have \$409,006.28 in contingency funds available through our Rice Lake contract and the suggested expenditures are:

- Mickelson Alignment changes due to S103 (conveyance alignment adjustments made by ISG on Assam Property) \$40,315.12
- ½" 304SS Embed plates for protection floor from dumpsters \$10,522.00
- Rough cost of 8'x8 precast splitter type structure \$19,250.00
- Explosion proof garage door opener for screening room \$ 3,495.00

These changes were discussed with staff and staff believe these would be worth the expense. We will discuss them more in detail at our meeting to ensure the council is okay with the changes. Work continues on this project – UV system, electrical, plumbing, and concrete. Siteworks is planning to be back on site mid-September to complete the gravity main. Work progresses on the Aeromod plant, UV system and operations building. Siteworks has now indicated that they will be back on site at the end of September to complete the gravity flow main. During our last update meeting with Rice Lake, it was suggested to use some contingency funds to place an extra value in the piping right before entering the building for a cleanout and possible future connection for regionalization. Rice Lake is working on a cost for this change, and it will be presented to the council for discussion at our next meeting. Work continues on the Aeromod structure and operations building. Utilities (electric, gas, water and cable) are starting to be placed. Siteworks is back and is starting to place the remaining gravity main. Mickelson Road at Hwy 38 will be closed tentatively from 9/30 to 10/18. Siteworks is completing the gravity main, and work continues on the Aeromod and operations building. Our contractor is completing pipe installation and clarifier work on the Aeromod, electrical work and driveway work is being done at the lift station, and the concrete floor has been completed at the operations building – framing and door installation are being done this week. The collection system is complete. Still working with MCWC on connection of water line. The piping is done, and work continues on the Aeromod, UV system, and Operations building. The lift station is complete with the transformer and generator still to be installed. Work also continues on the Aeromod and Operations building structure. The UV structure has been completed and backfilled. The piping has been completed as well. Work continues on the Aeromod equipment and operations building. Staff will be working with Rice Lake and ISG on a plant start up plan. No significant updates – construction continues pipe installation on the Aeromod. The electrical at the lift station is done. The collection system just has some minor cleanup/tie-in work that will be completed this spring. Work continues on the operations building with piping, mechanical, electrical and plumbing – drywall is nearly completed. Work will slow down over the winter months but start up again in the spring. Work continues on the plant and operations building, along with equipment installation. Staff is working with ISG to formulate a job description for an operator. We will also start working on a “start up” plan for the plant. Work continues on the Aeromod and operations building. We have received approval from the DOT to run our water service line in their ROW. I have drafted a job description for the new operator and plan to present it to the council at your next meeting on 2/18. Piping is still being installed in the Aeromod, and work continues on the operations building. We continue to work with MCWC and Goldenwest to get services to the site. Rice Lake did indicate that they do not plan to work the week of the 16th due to the predicted low temperatures. A preliminary “start-up” schedule was provided at our last meeting – currently the plan is to begin filling the plant with seed materials after Memorial Day, training on the system is set for June, and the goal is to be making clean water by the end of July (all subject to change). I have provided a job description in the packet for the council to review for the new operator. We are advertising for an operator - so far, we have 5 applications. Piping is still being placed in the Aeromod, electrical and plumbing work continue at the operations building, and work on the cascade/UV structure continues. Electrical for the transformer and generator is currently being completed. We continue to coordinate with MCWC and Goldenwest for placement of services. Craig has been coordinating with the City of Sioux Falls to get the activated sludge needed for the startup – which is planned this summer. Piping for the Aeromod and construction on the operations building continues. Equipment is being installed as it is received. A planned start up for testing with clean water is anticipated for May. Work continues on the operation building, Aeromod, and collection system. Painting will begin next week. A clean water start-up is still being planned for May. Aeromod pipe & equipment installation has been completed for the east side or Train A. Construction has now started on the west side. All major equipment has been delivery. Work on the operations building continues with painting, electrical work, plumbing, and mechanical work. Plant startup is still on track for May – start up will be a 3-5 month process. Construction on Train B within the Aeromod has started. An inspector with Aeromod was on site and had a positive review. We have discharged approximately 2' of water into the Aeromod for further testing. Much of the piping, UV structure, and sanitary truck line has been completed or is close to completion. Work in the operations building is

going well with the painting of the lab and office space and ceiling grid. A planned test for the lift station pumps was postponed from this week. We continue to advertise and accept applications for an operator – Craig and I plan to review applications already submitted this week. All is going very well for the WWTF plant, some testing has been done and all is working well. We received permission to discharge lagoon water to use with the start-up and we will be the starter bugs from Sioux Falls. Craig and I have initial interviews scheduled for next week with 3 applicants for the new position. Testing within the Aeromod basin, conveyance system, and re-use water system has started. Installation of the cascade aerator, finger weirs, and re-use pump at the UV structure is complete. Work continues on the Ops building with process piping, plumbing and electrical installation. Clean water testing of the Aeromod is underway. UV equipment, sludge and decant pump install are also slated for the next few weeks. Plant startup is in the process, we will be getting starter sludge from SF. Testing is still being done on the system and equipment. We are still planning and getting seed from Sioux Falls within the next few weeks. Mayor Jones is working on coordination of a ribbon cutting – this will probably be held in October once everything is up and running smoothly. Testing on the Aeromod, conveyance system and reuse water system has begun. Installation of the cascade aerator, finger weirs, and reuse pump at the UV structure is complete. Work continues inside the building's operations with process piping, plumbing and electrical. Clean water testing is also being conducted. We are preparing for biological start-up next month. The operation building is getting close to done, the paving of the access road is being completed, the Aeromod is substantially complete and clean water testing has been done and the lift station is substantially completed. The disturbed areas on the collection system have been seeded and mulched. Seed sludge from Sioux Falls will be hauled the week of 7/21 and we will discharge from our lagoons to help activate. A ribbon cutting will be planned once the plant is up and running – possibly October. Work continues inside the operations building. Clean water testing has been done and we started pumping wastewater from our lagoons and seed from Sioux Falls last week. The plant has been treating the wastewater and we started discharging earlier this week. We have been processing wastewater since July 21st and all is going well. There is still some final work that needs to be done in the operations building and outside cleanup. Finishing work continues at the plat and operations building, along with site work, fencing and seeding. ISG and staff will be conducting a preliminary walk-through in September to complete a punch list for the contractor. Processing our wastewater is still going well. Still working on finalizing everything. Wastewater processing is still going very well. We will begin training our new operator this next week. Since the plant is operational, we have substantial completion. Rachel with ISG has sent a letter to the state confirming Hartford's completion on our compliance schedule. Work will now consists of finish work such as counters and cabinets and punch list items. The ribbon cutting was held on Friday, 10/3 and we had a great turnout (approximately 80 people). Thanks to Rice Lake, ISG, SMGA, and the Chamber for a successful event! We have substantial completion and the plant is in operation. We continue to work with ISG and Rice Lake on equipment startups, updates to the SCADA system, and testing. Again, all is working well so far. All is going well with the plant and our new operator. Testing of the sludge press system is contingent on sludge production and may not happen for a few weeks. Rice Lake also continues to complete minor punch list items and we continue to work on updates to our SCADA systems, which monitors the plant, to ensure optimum efficiency. Contractor is still working on minor punch list items, this punch list is about 50% complete. Still waiting for cabinets but anticipated delivery is 12/9, with installation that week. ISG and staff continue to monitor and test the system – adjustments are implemented where needed. The contractor is still working on punchlist items. Installation of cabinets is expected next week. We have ordered quite a few supplies this month to equip the facility such as chairs, tables, monitors, washer, dryer, refrigerator, blinds, rugs, tools, cleaning supplies, etc. A camera system has also been ordered for security purposes. Staff continue to work on identifying punchlist items, SCADA operation, and procedures. We finally received the counter tops for the building on Friday but are still waiting on cabinets. **City staff continues to work with Rice Lake and ISG to complete punch list items. Weekly touchbase meetings are being enacted to stay on top of progress.**

- Transportation Alternative Grant: Now that the grant agreement has been signed and sent to the state, I'm expecting a notice to proceed. This will allow ISG to start surveying and design work. Our hope is to have the design done by summer and installation done this fall still. The state has our signed agreement but we have not received any notice to proceed yet. Received word this week that all paperwork has been executed, the state will be in contact with ISG to get a work order established. ISG is still working with the state on a work order to begin design and construction. Still no notice to proceed from the state. With the late timing, this project is now being planned for the spring of 2026 – this will give ISG time to design over the fall and winter. We are still anticipating SD DOT approval

and bidding this winter. The states has finally provided a work order to ISG to begin design for this project. Still hoping for design and bid this winter, with construction starting in the spring. **I have tried to contact the state to get an ETA on final approval so we can move ahead and I have not received any reply – I will try again this week.**

- **Kelly Ave Drainage Study:** This study will review existing conditions and various drainage improvements will be evaluated in regard to their effectiveness, cost, and feasibility. This will help the city vet any future project in this area. ISG has begun survey work and gathered information from residents to aid in this study. ISG will provide an update at our meeting on 7/15. A final report on the drainage study is expected early September for council review – hopefully by the city’s 9/16 meeting. The final report will be presented to the council at our meeting. This report was reviewed by the city on 10/16 – the council will revisit the various options over the next few weeks. I’m anticipating putting this on a council agenda after the 1st of the year. **The last time we talked about this study, council wanted to touchbase again after the 1st of the year. Please be thinking if you want to place discussion on a future agenda or if you would like to hold an informal meeting with the property owners along Kelley Ave.**
- **City Wide Water Model:** The city council has approved ISG to conduct a water model for the city. This model will evaluate the city’s water distribution system and aid in the development planning as the city grows. ISG is working with AE2S to begin analysis of the city’s water system. City has provided data on past water usage for their review, along with testing results. Existing condition model has been completed and will be reviewed by ISG, AE2S, and staff at a future meeting. The team will then work on possible improvements to our existing system and future areas. A meeting with AE2S, ISG, and staff was held on Thursday, 10/16 to review existing conditions and review some future suggestions. It was noted that our existing system is running well and there is nothing that needs immediate attention or correction. As the city grows, the report will address future considerations, such as line upsizing and a second water tower. I believe a final report is anticipated for end of November. A meeting is being scheduled for next week to review draft report with staff, with presentation to the city council to follow. ISG plans to provide a brief update on the report findings at our council meeting on 12/16, with a final report expected in January.
- Other Projects –
 - ISG continues to work with Knapp’s Landing and the Assam development to complete their punch list.

- **Sheriff Deputy Report:** I did not receive a written report from Deputy Rechtenbaugh last week so I will see if he can provide something at the meeting.
- **Wage Study Update:** I just received this update. I will review and then present to the council.
- **Cybersecurity Assessment:** I will be working with DSU this month to begin their cybersecurity assessment. I also received a report from Homeland Security after our assessment with them last month. I will review this as well and share with the council at our next meeting. I also plan to work on an emergency response plan for cybersecurity this winter.
- **Future Meeting:** I would like to have some discussion with the council at our next meeting regarding the state’s 250 anniversary celebration.

Call if you have any questions 605-528-6187 or 605-906-1750.



Agenda Item Staff Report

DATE: February 3, 2026

AGENDA ITEM: Review/Approve Park & Recreation Board Request to Release Budget Funds

PREPARED BY: Teresa Sidel, City Administrator

Staff Recommendation: Approve Request from the Park and Recreation Board

Background/Summary:

At the last Park & Recreation Board meeting, held on January 26th, the Board discussed the 2026 budgeted projects. They made a motion to ask the council to release all their 2026 budget allocation, \$300,000, to allow them to move forward with ordering materials needed for these project in order to get them done in a timely manner.

The 2026 items budgeted include:

Lyons Park (City Park)

Playground System for younger kids	70,000.00
Pickleball Courts	70,000.00
Pickleball Practice Board	1,000.00
Ag-Lime for Field A	32,500.00

Swenson Park Improvement

New Entrance Sign	26,000.00
Shade Structures & Bleachers	35,000.00
2 Score Boards	25,000.00
Netting between Black Tie & Soccer Fields	3,500.00

Turtle Creek Park

Concrete Tee Pads for Disc Course	1,500.00
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Unallocated	<u>35,500.00</u>
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Total Budget Expenses \$ 300,000.00

Note: The \$300,000 amount does include \$35,500 for unallocated projects. If the council releases all funds, this will allow the Park & Recreation Board to utilize all this funding, as the Board sees fit, without returning to the city council for approval.

Prior Council/Board Action:

8/27/2025 – City Council did budget \$300,000 to the Park & Recreation Board for the above items.

Possible Action:

- Approve the Park & Recreation Board Request
- Do not approve the Park & Recreation Board Request

Fiscal Impact:

Funds were budgeted in 2026 for the budget items requested above.

Attachments:

- None



Agenda Item Staff Report

DATE: January 3, 2026

AGENDA ITEM: Review/Approve Abatement for Parcel #23447

PREPARED BY: Teresa Sidel, City Administrator

Staff Recommendation: Approve tax abatement request.

Background/Summary:

The county has sent us a tax abatement request. The owner of Parcel #23447 purchased the property on 02/08/2024 and was issued the 100% permanent and total disabled veteran evaluation on 12/04/2024, making them eligible for tax exemption. They are requesting an abatement up to \$200,000 valuation from January 2025 -December 2025.

2025 taxes, payable in 2026:

- Property Value - \$195,900.00
- Taxes due - \$3,105.80
- Abatement request - \$3,002.75

Prior Council/Board Action:

None

Possible Action:

1. Approve tax abatement for parcel #23447
2. Do not approve tax abatement for parcel #23447

Fiscal Impact:

If approved, the taxes due are reduced by \$3,002.75 – with the city losing our mill levy portion (5.29%) or \$158.85. If not approved, the applicant can take legal action against the city since they qualify for the program.

Attachments:

- Abatement Number 2026-0013

Abatement Number 2026-0013

Abatement Status En route
Parcel ID 23447
Legal Description LOT 6 BLOCK 11 HARTFORD CITY PROPER SUBDIVISION 6 HARTFORD CITY PROPER
Property Location 200 W 1ST ST, HARTFORD
School District WEST CENTRAL SCHOOL DISTRICT #49-7

Applicant [REDACTED]

Refund Payable To

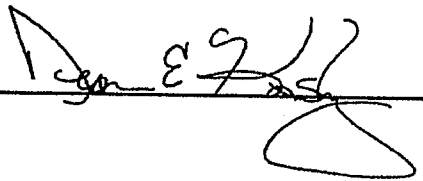
Reason DOE RECOMMENDS APPROVAL The taxpayer purchased the home on 2/28/2024 and was issued the 100% Permanent and Total Disabled Veteran evaluation on 12/4/2024. They are requesting an abatement for the \$200,000 exemption for January - December 2025 taxes payable in 2026.

Levy Year 2025 **Taxable Value** \$195,900.00 **Tax** \$3,105.80 **Abatement Amount** \$3,002.75 **Interest** **Bill Number** 15795

Office	Recommendation	Signed By	Entered By	Entered Date
States Attorney	Legally Sufficient		RYAN, KATHERYN	01/13/2026
Equalization	Recommend Approval		LILLA, CHRISTOPHER	01/06/2026

Recommend Approval

Recommend Not Approving

x 

2026-0013

2026-0013							DATE OF CHANGE	1/7/2026	
PARCEL NO:	23447						NO. OF DAYS	365	TAXABLE
OWNER:							NO. OF DAYS	0	EXEMPT
	200 W 1ST ST		HARFFORD						
TAX BILL NO:	15795								
WC SCHOOL - HARFORD CITY 56497									
			ADJ FACTOR		MIL RATE	ORIGINAL TAXES	TAXABLE DAYS		TOTAL TAX
ORIGINAL TAXES									
VALUE OF NA LAND	30,300	0.947	28,700	0.015854	455.01	365	455.01		
VALUE OF NA BLDG	176,600	0.947	167,200	0.015854	2,650.79	365	2,650.79		
	206,900		195,900		3,105.80		3,105.80		3,105.80
	PLUS ST MAINT & DRAINAGE				-		315.00		
			TOTAL ORIGINAL TAX		3,105.80		3,420.80		
CORRECTED TAXES									
VALUE OF NA LAND	6,900	0.947	6,500	0.015854	103.05	365	103.05		
VALUE OF NA BLDG	-	0.947	0	0.015854	-	365	-		
	PLUS ST MAINT & DRAINAGE						103.05		103.05
							315.00		
			TOTAL CORRECTED TAX				418.05		
							AMOUNT TO ABATE		3,002.75
							NEW TAX AMOUNT		418.05
									3,420.80



Agenda Item Staff Report

DATE: February 3, 2026

AGENDA ITEM: Set 2025 Equalization Meeting Date

PREPARED BY: Teresa Sidel, City Administrator

Staff Recommendation: Set Equalization Meeting Date as Monday March 16, 2026

Background/Summary:

Per SDCL 10-11-13, the city council will need to set the city's 2026 equalization meeting date and time. The Equalization Board is made up of the city council, including the Mayor and 1 representative from the school board. Per SDCL, the Equalization Board must meet on the third Monday of March to hear property assessment appeals and certify the roll book. If subsequent meetings need to be held to hear all appeals, the Board can meet additional dates that week but must complete all appeals by Friday, March 20th. Staff is recommending setting our Equalization Date for Monday, March 16, 2026 (if additional meetings are needed, we can set a second meeting date for Wednesday, March 18, 2026 – this is usually not necessary).

The purpose of the equalization board is to review and certify the assessed property within the city, ensuring the equalization of comparable properties. The board shall ascertain whether all taxable property in municipality has been properly placed upon the assessment roll and has been duly valued by the director of equalization. The duties of the Board are to correct any clerical errors in the assessment roll, hear appeals on assessments for property owners, and ensure equalization between properties.

Residents within the municipality that feel their property assessment is not correct can file a written appeal to the city by March 12th. This appeal will then go before the city's equalization board for review. The city equalization board has the authority to adjust land value, structure value, or both. The board can also make no adjustments at all or defer it to the county board for review. Any adjustments the city equalization board makes, if accepted by the county, will only be in effect for 1 year – the county will readjust the assessment again at that time.

If any property owner is not satisfied with the decision of the city board of equalization, they have a chance to appeal again to the county board of equalization.

Prior Council/Board Action:

None

Possible Action:

- The Council will need to set a date for the Equalization Meeting for March 16, 2026 per SDCL.

Fiscal Impact:

No fiscal impact – this is just setting the Equalization meeting date.

Attachments:

2026 Appeal Process Guide



Agenda Item Staff Report

DATE: February 3, 2026

AGENDA ITEM: Review/Approve Seasonal Job Descriptions

PREPARED BY: Teresa Sidel, City Administrator

Staff Recommendation: Approve Job Description to allow advertisement.

Background/Summary:

In your packet are job descriptions for our summer part-time help: Pool Manager, Pool Assistant Manager, Lifeguards, Park Rec Director, Park Rec Coordinator, Park Rec Assistant and Public Works Assistant and Dump Monitor. For the most part, only the dates have been changed from last year – job summary, knowledge, skills, abilities, and selection guidelines have all stayed the same. The wage scale budgeted for 2026 is the same as 2025. Over the last few years, we have implemented small wage increases to help bring our part-time wages up to comparison with other local cities – I believe our current wage scale reflects this.

The job descriptions presented to you are all within state and federal guidelines. I would ask the council to review and approve each position, so we can begin advertising for this up-coming season.

Prior Council/Board Action:

None

Possible Action:

- Approve job description as presented.
- Approve job description with amendments.
- Do not approve job descriptions as presented.

Fiscal Impact:

The suggested pay ranges were incorporated into the 2026 budget.

Attachments:

Summer Job descriptions

Job Description for the City of Hartford

Swimming Pool Manager

Position: Swimming Pool Manager
Employee Classification: Seasonal Part-Time
Position Starts: 04-01-2026 (approximately)
Position Ends: 08-31-2026 (approximately)
Reports to: City Administrator

Job Summary

The Swimming Pool Manager will be responsible for preparing the pool for public use, operating the pool, supervising the lifeguards, maintaining the schedules, and closing the pool for the season. Duties include but are not limited to: supervising the pool staff, operating the concession stand, ordering of supplies, scheduling swimming lessons and regularly cleaning the pool and bathhouse facilities (including restrooms). The majority of the work will take place after school adjourns for the summer and before it starts again in the fall. There will be some organization and duties required to be completed approximately 30 days prior to the pool opening. The pool will tentatively open for the season on May 20th and will be open during the day on July 4th and on Jamboree Days. The pool will close for the season at the end of August (when the West Central School District has resumed classes). The City Council reserves the right to adjust the pool hours. The applicant must be physically fit to perform the necessary job duties.

Knowledge, Skills, and Abilities

- Basic knowledge of swimming pool operations, practices, and maintenance.
- Successful completion of CPR and First Aid training. The City of Hartford will reimburse the cost of certifications upon full completion of summer employment.
- Ability to establish and maintain effective working relationships with city officials, employees, and the general public.
- Ability to supervise lifeguards and pool employees.
- Perform related work as required.
- Minimum of 18 years old.

Selection Guidelines

Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The duties listed above are intended for illustration of the various types of work that may be performed. Omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Compensation

The starting pay range shall be between \$21.00 and \$26.00 per hour, depending on qualifications. Pay rate will increase .25 cents per hour for each additional year the employee has worked for the City of Hartford in this position.

Date: _____

Approved: _____

Employee: _____

Updated 01-20-2026

Job Description for the City of Hartford

Assistant Swimming Pool Manager

Position: Assistant Swimming Pool Manager
Employee Classification: Seasonal Part-Time
Position Starts: 04-01-2026 (approximately)
Position Ends: 08-31-2026 (approximately)
Reports to: Pool Manager

Job Summary

The Assistant Swimming Pool Manager will be responsible for preparing the pool for public use, operating and maintaining the pool, supervising the lifeguards and closing the pool for the season. Duties include but not limited to: supervising the lifeguards, operating the concession stand and regularly cleaning the pool and bathhouse facilities (including restrooms). A majority of the work will take place after school adjourns for the summer and before it starts again in the fall. There will be some organization and duties required to be completed approximately 30 days prior to the pool opening. The pool will tentatively open for the season on May 20th and will be open during the day on July 4th and on Jamboree Days. The pool will close for the season at the end of August (when the West Central School District has resumed classes). The City Council reserves the right to adjust the pool hours. The applicant must be physically fit to perform the necessary job duties.

Knowledge, Skills, and Abilities

- Basic knowledge of swimming pool operations, practices, and maintenance.
- Successful completion of CPR and First Aid training. The City of Hartford will reimburse the cost of certifications upon full completion of summer employment.
- Ability to establish and maintain effective working relationships with city officials, employees, and the general public.
- Ability to supervise lifeguards and pool employees.
- Perform related work as required.
- Minimum of 18 years old.

Selection Guidelines

Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The duties listed above are intended for illustration of the various types of work that may be performed. Omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Compensation

The starting pay range shall be between \$18.00 and \$20.00 per hour, depending on qualifications. Pay rate will increase .25 cents per hour for each additional year the employee has worked for the City of Hartford in this position.

Date: _____

Approved: _____

Employee: _____

Updated 01-20-26

Job Description for the City of Hartford

Lifeguard

Position:	Lifeguard
Employee Classification:	Seasonal Part-Time
Position Starts:	To be determined
Position Ends:	To be determined
Reports to:	Swimming Pool Manager

Job Summary

The lifeguard's primary duty is to supervise and maintain the safety of patron at the Hartford Municipal Pool. Other duties include but are not limited to: preparing the swimming pool for public use, maintaining the pool and bath house facilities (including restrooms), operating the concession stand and closing the pool for the season. The pool will tentatively open for the season on May 20th and will be open during the day on July 4th and on Jamboree Days. The pool will close for the season at the end of August (when the West Central School District resumes classes). The City Council reserves the right to adjust the pool hours. The applicant must be physically fit to perform the necessary job duties.

Knowledge, Skills, and Abilities

- Basic knowledge of swimming pool rules and regulations.
- Successful completion of CPR and First Aid training. The City of Hartford will reimburse the cost of certifications upon full completion of summer employment.
- Ability to establish and maintain effective working relationships with city officials, employees, and the general public.
- Ability to work with children.
- Perform related work as required.
- Minimum of 15 years old.

Selection Guidelines

Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The duties listed above are intended for illustration of the various types of work that may be performed. Omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Compensation

The starting pay shall be \$17.00 per hour. The pay rate of \$17.00 shall increase by .25 cents per hour for each additional year the employee has worked for the City of Hartford in this position.

Date: _____

Approved: _____

Employee: _____

Job Description for the City of Hartford

Park Recreation Program Director

Position: Park Recreation Program Director
Employee Classification: Seasonal Part-Time
Position Starts: To be determined
Position Ends: To be determined
Reports to: City Administrator

Job Summary

The Park Recreation Program is a 4-week summer program for area youths that runs in June and/or July each year depending on scheduling. The Park Recreation Program Director will be responsible for planning, organizing, scheduling, and conducting activities for area youth. The Director will be in charge of the Park Recreation Program Activities Coordinator and Park Recreation Program Assistants. The applicant must be physically fit to perform the necessary job duties.

Knowledge, Skills, and Abilities

- Basic knowledge and experience in youth education.
- Ability to establish and maintain effective working relationships with city officials, employees, and the general public.
- Perform related work as required.
- Minimum of 21 years old.

Selection Guidelines

Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The duties listed above are intended for illustration of the various types of work that may be performed. Omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Compensation

The pay rate shall be between \$2,000 - \$2,200 per season.

Date: _____

Approved: _____

Employee: _____

Job Description for the City of Hartford

Park Recreation Program Activities Coordinator

Position: Park Recreation Program Activities Coordinator
Employee Classification: Seasonal Part-Time
Position Starts: To be determined
Position Ends: To be determined
Reports to: Park Recreation Program Director

Job Summary

The Park Recreation Program is a 4-week summer program for area youths that runs in June and/or July each year depending on scheduling. The Park Recreation Program Activities Coordinator will be responsible for assisting the Park Recreation Director in the organizing, scheduling, and conducting activities for area youth. The Activities Coordinator will work closely with the Park Recreation Program Director and Park Recreation Program Assistants. The applicant must be physically fit to perform the necessary job duties.

Knowledge, Skills, and Abilities

- Basic knowledge and experience in youth education.
- Ability to establish and maintain effective working relationships with city officials, employees, and the general public.
- Perform related work as required.
- Minimum of 18 years old.

Selection Guidelines

Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The duties listed above are intended for illustration of the various types of work that may be performed. Omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Compensation

The starting pay shall be \$17.00 per hour. The pay rate of \$17.00 shall increase by .25 cents per hour for each additional year the employee has worked for the City of Hartford in this position. For the purpose of calculating pay increases, years worked as a park recreation assistant will count towards years worked in this position.

Date: _____

Approved: _____

Employee: _____

Job Description for the City of Hartford

Park Recreation Program Assistant

Position: Park Recreation Program Assistant
Employee Classification: Seasonal Part-Time
Position Starts: To be determined
Position Ends: To be determined
Reports to: Park Recreation Program Director

Job Summary

The Park Recreation Program is a 4-week summer program for area youths that runs in June and/or July each year depending on scheduling. The Park Recreation Program Assistant will be responsible for assisting the Park Recreation Program Director and Park Recreation Program Activities Coordinator with organizing, scheduling, and conducting activities for area youth. The applicant must be physically fit to perform the necessary job duties.

Knowledge, Skills, and Abilities

- Ability to work with groups of kids.
- Ability to establish and maintain effective working relationships with city officials, employees, and the general public.
- Perform related work as required.
- Minimum of 15 years old as of May 31, 2026.

Selection Guidelines

Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The duties listed above are intended for illustration of the various types of work that may be performed. Omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Compensation

The starting pay shall be \$15.00 per hour. The pay rate of \$15.00 shall increase by .25 cents per hour for each additional year the employee has worked for the City of Hartford in this position.

Date: _____

Approved: _____

Employee: _____

Job Description for the City of Hartford

Dump Site Monitor

Position: Dump Site Monitor
Employee Classification: Part-Time/Shared Position
Hours of Work: Tues and Thurs from 4pm-8pm and Sat from 9am to 4pm
Position Starts: April 4, 2026
Position Ends: Nov 28, 2026, or sooner depending on inclement weather
Reports to: Public Works Superintendent

Job Summary

The Dump Site Monitor is a part-time position that will be responsible for monitoring the City of Hartford's grass, leaf, and tree branch dump site during its hours of operation. This position can be held by one person, or it can be a shared position between 2 people. Duties include, but are not limited to, checking for proof of residency to ensure only residents within Hartford city limits are dumping and enforcement of the no commercial dumping policy.

Knowledge, Skills, and Abilities

- Ability to work with the public and handle confrontation.
- Ability to establish and maintain effective working relationships with city officials, employees, and the general public.
- Perform related work as required.
- Minimum of 18 years old.

Selection Guidelines

Formal application, rating of education and experience, and oral interview will be required. The duties listed above are intended for illustration of the various types of work that may be performed. Omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Compensation

The starting pay range shall be between \$17.00 - \$19.00 per hour. The initial pay range shall increase by .25 cents per hour for each additional year the employee has worked for the City of Hartford in this position.

Date: _____

Approved: _____

Employee: _____

Job Description for the City of Hartford

Public Works Assistant

Position: Public Works Assistant
Employee Classification: Part-Time
Position Starts: To be determined
Position Ends: To be determined
Reports to: Public Works Superintendent

Job Summary

The Public Works Assistant will be responsible for general maintenance in city parks, ball diamonds, on city buildings, streets, and property. This position will assist the water and sewer departments. Other maintenance responsibilities and running of errands will be determined by the Public Works Superintendent. The applicant must be physically fit to perform the necessary job duties.

Knowledge, Skills, and Abilities

- Basic knowledge and experience in the operation of equipment such as: lawn mowers, weed eaters, skid steer loaders, etc.
- Must possess a valid driver's license.
- Ability to establish and maintain effective working relationships with city officials, employees, and the general public.
- Perform related work as required.
- Minimum of 17 years old as of May 1, 2026.

Selection Guidelines

Formal application, rating of education and experience; oral interview and reference check; job related tests might be required. The duties listed above are intended for illustration of the various types of work that may be performed. Omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position. This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Compensation

The starting pay range shall be between \$17.00 and \$19.00 per hour, depending upon qualifications. The initial pay range shall increase by .25 cents per hour for each additional year the employee has worked for the City of Hartford in this position.

Date: _____

Approved: _____

Employee: _____



Agenda Item Staff Report

DATE: February 3, 2026

AGENDA ITEM: Mayoral Appointment – Park and Recreation Board

PREPARED BY: Teresa Sidel, City Administrator

Staff Recommendation: Approve Mayoral Appointment

Background/Summary:

Park & Recreation Board - According to city ordinance, the Park & Recreation Board is made up of 5 voting members from the public, and 2 non-voting members, which are made up of 1 staff person and 1 councilperson. One voting member has an appointment that ended on 12/31/2025 - Kandi Lewin (on the Board since 1/23). Terms for voting members are for 3 years. Lewin has indicated that she is stepping off the Board so Mayor Jones needed to find a replacement for this appointment. I believe he plans to appoint Chad Morrison to this position. The city council will need to approve the appointment before it is official.

Prior Council/Board Action:

None

Possible Action:

- Approve Appointment
- Do Not Approve Appointment

Fiscal Impact:

None

Attachments:

None