

Hartford City Council Agenda
Tuesday, July 21, 2020 - 7:00 p.m.
Hartford City Hall

Mayor: Jeremy Menning
Ward 1: Mark Brenneman and Travis Kuehl
Ward 2: Mark Monahan and Mark O'Hara
Ward 3: LaVonne Randall and Arden Jones

Pledge of Allegiance

Business Items

- Roll Call of Mayor and City Council Members
- Additions to the Agenda/Approve Agenda
- Approve Minutes of Previous Meeting(s)
 *Regular Meeting Minutes - 07/07/2020
- Approve Bills submitted for Payment

Public Comments - Public Input on Non-Agenda Items

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

Visitors:

- Damian Kardas - Minnehaha Sheriff's Department

Applications, Agreements, Hearings, Resolutions & Ordinances

- 1st Reading Ordinance #690 - Pets in the Park
- Policy 2020-1 - Storm Water Runoff
- Review Draft of proposed updates to Subdivision Regulations

Reports

- Fire Department Report - Chief Bryon Shumaker
- City Engineer Report - Stockwell Engineers
- Public Works Superintendent - Craig Wagner
- Finance Officer Report - Karen Wilber
- City Administrator Report - Teresa Sidel

Old Business

- Oath of Office - Mark Brenneman
- Election of Council President
- Election of Council Vice-President
- HADF - Request for 2025 Envision Funding

New Business

- Marketing Video - Chamber & Economic Development Director Gabe Steinmeyer
- Western Meadows Addition - Amend Preliminary Plan
- Set Budget Meeting Date for 2021 Budget

Correspondence

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

Adjournment

Next City Council Meeting: Tuesday - August 4, 2020

City Council Meeting – Regular Meeting July 7, 2020

Mayor Jeremy Menning called the meeting to order at 7:00 pm at Hartford City Hall with the following city council members present: Arden Jones, Travis Kuehl, Scott Nelson, and Mark Brenneman via speaker phone. Mark Monahan was absent with notice. Also present were City Administrator Teresa Sidel, Public Works Superintendent Craig Wagner, Chamber and Economic Development Director Gabe Steinmeyer and approximately 13 people from the public.

Approve Agenda: A motion was made by Jones, second by Kuehl to approve the agenda as set - all voted yes, motion carried.

Approval of the Minutes: A motion was made by Nelson, second by Jones to approve the June 16, 2020 regular meeting and the June 29, 2020 special meeting minutes – all voted yes, motion carried.

Recognition of Outgoing Council Member: Mayor Menning presented outgoing council member Scott Nelson with a plaque to recognize and thank him for his 8 years and 2 months on the city council. The city is grateful for his service. Nelson expressed his appreciation to the residents of the city that elected him and to the present city council for their efforts to better the community.

Oath of Office for Newly Elected Council Member: LaVonne Randall, newly elected Ward 3 representative, took her oath of office and was sworn in as city council member for a two-year term.

Mavoral Appointment: The city has a vacant council seat in Ward 2 which needs to be filled by appointment until the next municipal election. Mayor Menning appointed Mark O’Hara for this open position. A motion was made by Jones, second by Nelson to approve the appointment of Mark O’Hara as Ward 2 Councilperson – all voted yes, motion carried.

Adjourn as Old Council: A motion was made by Nelson, second by Kuehl to adjourn as the old council – all voted yes, motion carried.

Reconvene Meeting as New Council

Mayor Jeremy Menning called the new council to order with city council members Arden Jones, Travis Kuehl, Mark O’Hara and LaVonne Randall present. Mark Brenneman and Mark Monahan were absent with notice.

Public Comments:

- **Steve Nolte:** Newly appointed Planning and Zoning Board Member, Steve Nolte, was present to introduce himself to the City Council. Nolte was appointed by Mayor Menning to fill a vacant seat on the Board until December 2021.
- **Bud Jensen:** Mr. Jensen resides at 105 N Kingsbury Avenue was present to discuss a water draining issue at his property. Councilman Monahan meet with Mr. Jensen to review the situation and plans to discuss the issue with property owner to the north. Mr. Jensen was also informed that the city is working on a policy to address water issues in the future.

Visitors:

- **Brad Berens:** Brad Berens, Superintendent of the West Central School District, was present to give the Council an update. As anticipated, the district leaders have been working diligently the last few month to navigate student learner in the mist of the COVID-19 pandemic. The schools have been closed since March 11th but teachers, principals, administration, and students have still been very involved with remote learning and meetings. Right now, the school district is working on a plan for the new school year. They are focusing on instruction, communication, resources, and operations. This plan will be presented to the school board this month and once finalized it will be shared with their staff, the student’s families, and the public.

Ordinances, Resolutions and Hearings:

- **Block Party Application for S Main Avenue:** Jennifer Bosch submitted an application to hold a block party from 512 South Main Avenue to 403 South Main Avenue on July 11, 2020 from 8am to approximately 10pm. She is requesting that the city provide barricades to block the street. A

- motion was made by Jones, second by Kuehl to approve the block party application for South Main Avenue – all voted yes, motion carried.
- **Block Party Application for E 4th Street:** Chenaë Billie submitted an application to hold a block party along E. 4th Street from Feyder Avenue to Vandemark Avenue on August 15, 2020. She is requesting a time change from 8am to 11pm. Barricades, tables, and trash cans will be provided. A motion was made by Jones, second by Kuehl to approve the block party application for E. 4th Street with a time change of 8am to 11pm – all voted yes, motion carried.
 - **Special Event Application – Hartford Area Fire Department:** Chenaë Billie, on behalf of the fire department was present. The Fire Department plans to hold a Public Safety Day on August 12th from 9am to 3pm. They are asking to close South St from Western Ave to Kingsbury Ave during this event to help accommodate various vendors and activities. A motion was made by Kuehl, second by Jones to approve the special event application and street closure request for the Hartford Area Fire Dept safety day event to be held on Aug 29th, and waive the application fee – all voted yes, motion carried.
 - **2nd Reading of Ordinance #687 – Amend Off-Street Parking Regulations:** The City’s zoning regulations addresses all permanent off-street parking on private property, such as parking pads and driveways. The regulations do not address any temporary off-street parking. Proposed changes to the zoning regulations would add Section 9 under Off-Street Parking to allow the Zoning Administrator to issue a temporary off-street parking permit, not to exceed 30 days, for special circumstances. All applications would be submitted for review/approval by the Zoning Administrator. The Planning & Zoning Board has reviewed these changes and they are recommending approval by the council. A motion was made by Jones, second by Randall to approve 2nd Reading of Ordinance #687 Amend Off-Street Parking Regulations – all voted yes, motion carried.
 - **2nd Reading of Ordinance #689 – Amend Golf Cart Regulations:** In an effort to make the operation of golf carts within the city as safe as possible, this amendment would add wording under Section 7.0907 that defines a passenger limit allowed on a cart, states that standing while the cart is in motion is not allowed, and that no person shall sit on the lap of another while the cart is in motion. A motion was made by Jones, second by O’Hara to approve 2nd Reading of Ordinance #689 Amend Golf Cart Regulation – all voted yes, motion carried.

New Business:

- **Election of Council President and Vice President:** Since 2 council members are not present, a motion was made by Kuehl, second by Jones to table elections until the next regular city council meeting – all voted yes, motion carried.
- **HADF Envision 2025 Capital Campaign:**
 - Al Doeve, Sr. Project Executive for the Envision 2025 Capital Campaign was present to give the city council an update on the campaign. The campaign started the last week of January and is starting month 6, with a 3 week pause earlier this spring. It has 16 written pledges valued at \$1.193M, with 5 pending pledges valued at \$137.5K. The goal is to make as many contacts as possible and completed solicitations and pledge commitments by the end of August or soon thereafter.
 - Justin Eich, president of the HADF, was present to request funding for this campaign. In April, the city council approved an initial payment of \$50,000 for this campaign but put off the release of additional funding due to the uncertainty of the COVID pandemic. Due to a conflict of interest on the city council, discussion was held to postpone this item until the next city council meeting. A motion was made by Jones, second by Randall to table the HADF request for the 2025 Envision Campaign funding until the next regular city council meeting – all voted yes, motion carried.
- **Hartford Area Church Softball:** On behalf of the Hartford Area Church Softball League, Scott Nelson was present to request the use of the city fields for the 2020 season on Sundays at 6:30pm. The group has submitted a plan to address COVID concerns, which was provided to the council for review. A motion was made by Jones, second by O’Hara to approve the Hartford Area Church Softball plan for the 2020 season and allow games – all voted yes, motion carried.
- **Pets in the Park:** Section 6.0610 of the city’s municipal ordinance does not allow pets in the city parks. The verbiage of this ordinance is unclear as to what area this encompasses. The pet population in Hartford has increased and staff sees pets every day on the trails, in the parks and at the sports complex. Discussion was had with council of the significance of this ordinance and what area, if any, if should pertain to. It was the consensus of the council to have the city administrator draft a revision of the current ordinance for council to review at the next council meeting.

- **Discussion of Possible RFP Process for future WWTF:** The city's lagoons are getting towards their life expectancy and the city will have to work on plans for a future wastewater facility to meet the needs of our growing city. Preliminary estimates from the city engineer are roughly 12-13 million. With a project of this size, the council discussed the possibility of putting out a Request for Proposal (RFP) to area engineers for the project. Although this process would delay construction of the project a few months, it was the consensus of the council to be conscience of the taxpayer's money and practice due diligence in exploring all possible options so we can select the best proposal that will serve the city today and in the future. The city administrator will put together a draft RFP for the council to review at their August meeting

Reports:

- **Sheriff's Department Report:** Deputy Phil Ryan was not present. His report was provided. For the month of June there were 262 calls for service, which is an increase of 95 calls. It was noted that Deputy Ryan will be taking a new assignment and the new daytime deputy for Hartford will start his duties the week of July 20th.
- **Chamber & Economic Development Director Report:** Chamber & Economic Development Director Steinmeyer's report was provided to the council. Steinmeyer's work with the Chamber has been helping to update the Bylaws, planning the newsletter, and organizing upcoming events. For the HADF he continues to work on responding to Requests for Information, working on potential new projects, and helping with the 2025 Envision Campaign.
- **Engineer Report:** Stockwell Engineers were not present at the meeting, but a report was provided to the council for review. Review of an amendment to the wastewater treatment facility agreement was on the agenda but no action was taken due to the council decision to draft an RFP for the WWTF project.
- **Public Works Report:** Public Works Superintendent Wagner's report was provided to the council.

Streets – At this time, slurry seal is planned for the second week in August. Staff plans to work on alleys next week. Repair work on the maintainer should be done yet this week. The 2 dump trucks have been picked up – they are in good shape. The flower baskets and banners downtown have been installed. The city received \$3,140 in grant funds from the state to help with mosquito control. The street sweeper has been out, along with the speed trailer. Work on drainage areas has begun. Wagner presented information on how he would like to see street lifts in developments placed. His proposal includes letting the area go through a year of freezing and thawing before the 2nd street lift is applied to find any bad areas. His proposal will be incorporated into the city's standards and presented to the council for review.

Water – Staff will start the meter change out process next week. Quarterly reports have been sent to DENR.

Sewer – The city is discharging at this time and should be done next week.

Parks – The naming of Turtle Creek was approved by the SD Board of Geographic Names and has now been sent to the US Board for approval.

- **Finance Officer Report:** City Finance Officer Wilber's report was provided to the council. Items included a summary of revenues received in June along with an overview of the city's cash balances, revenues and expenses through May. Embe is offering one session of swimming lessons this year in July and the Park Rec Program began on July 6th, with a total number of participants of 49. The July calendar of events was provided.
- **City Administrator Report:** City Administrator Sidel's report was provided to the council. SF landfill passes are available for pickup at the city – one pass per household. The Cares Act is releasing additional funding for municipalities and counties to help off-set the cost of COVID related expenses – the city will be applying for this grant. The city still has surplus dirt available for purchase and will be adverting the sale of this. The office cleaners have been coming every two weeks to do the cleaning – since this is during the workday, it is becoming an issue with meetings, appointments, and phone calls. Sidel asked if we can have the cleaners come after hours – it was the consensus of the council to get a copy of their bond and insurance and then provide them a key to provide this service after hours. The office carpets are the city are getting cleaned on July 10th so the city office will be closed at 3:30pm that day.

Executive Session: A motion was made by Kuehl, second by Jones to enter executive session at 9:10 p.m. per SDCL 1-25-2.1 for personnel and SDCL 1-25-2.3 for legal matters – all voted yes, motion carried. A motion was made by Jones, second by Randall to exit executive session at 9:55 p.m. – all voted yes, motion carried.

Adjournment: A motion was made by O'Hara, second by Randall to adjourn at 9:56 p.m. – all voted yes, motion carried.

Minutes recorded by City Administrator, Teresa Sidel.

I, the undersigned, Teresa Sidel, City Administrator 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.

Teresa Sidel, City Administrator

<u>Vendor ID</u>	<u>Vendor Name</u>		<u>Invoice</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>		<u>Date</u>		<u>Amount</u>
Checking	1				
Checking	1	Fund: 101	GENERAL FUND		
ABBUSINESS	A&B BUSINESS, INC.		07/02/2020	IN740040	308.79
101 4142 424					291.54
101 4142 424					17.25
					Vendor Total:
					308.79
A1	A-1 PORTABLE TOILETS		06/04/2020	51282	114.00
101 4521 424					114.00
A1	A-1 PORTABLE TOILETS		07/01/2020	51431	374.50
101 4521 424					199.50
101 4521 424					175.00
					Vendor Total:
					488.50
ANDERSONP	ANDERSON PUBLICATIONS, INC.		06/30/2020	88616	368.00
101 4142 426					118.00
101 4142 426					130.00
101 4142 426					120.00
					Vendor Total:
					368.00
BEAVER	BEAVERBUILT, INC.		06/29/2020	5453	45.60
101 4521 426					45.60
					Vendor Total:
					45.60
BROWALAN	BROWN, ALAN		07/16/2020	REIMB MEALS	74.00
101 4311 427					74.00
					Vendor Total:
					74.00
CTYHART	CITY OF HARTFORD		06/29/2020	06292020	2,150.95
				STMT	
101 4511 428					54.75
101 4511 428					1,586.71
101 4192 428					55.19
101 4192 428					219.79
101 4192 428					60.81
101 4521 428					83.44
101 4521 428					90.26
					Vendor Total:
					2,150.95
CLARPAUL	CLARKE, PAUL		06/30/2020	JUNE 2020	257.88
101 4652 427					257.88
					Vendor Total:
					257.88
COFFEECUP	COFFEE CUP FUEL STOPS - AUTO PMTS		07/01/2020	070120	307.30
				STMT	
101 4311 426					307.30
					Vendor Total:
					307.30

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>					<u>Amount</u>
COLTONREDI	COLTON REDI-MIX, INC.		06/04/2020	34399	438.75
101 4311 425 2		SIDEWALK REPAIRS - PARK/POOL			438.75
COLTONREDI	COLTON REDI-MIX, INC.		06/11/2020	34476	819.00
101 4311 425 2		SIDEWALK REPAIRS - PARK/POOL			819.00
Vendor Total:					1,257.75
CONSTR	CONSTRUCTION PRODUCTS & CONSULTANTS, INC.		06/18/2020	629710	167.00
101 4521 426		STRIPING PAINT FOR PARKS PARKING LOTS			136.50
101 4311 426		CEMENT FINISHING BROOM			30.50
Vendor Total:					167.00
CONTINEN	CONTINENTAL RESEARCH CORPORATION		06/16/2020	0015412	2,254.36
101 4511 426		POOL CHEMICALS			2,254.36
Vendor Total:					2,254.36
CRESSM	CRESSMAN SANITATION, INC		07/01/2020	07012020 STATE	450.00
101 4192 428		GARBAGE SERV JULY-SEPT			450.00
Vendor Total:					450.00
DAKOTA	DAKOTA SUPPLY GROUP, INC.		06/23/2020	S100242524. 001	70.14
101 4521 426		PARKS - PARTS TO MAKE SPRINKLERS			70.14
DAKOTA	DAKOTA SUPPLY GROUP, INC.		06/26/2020	S100253042. 001	236.53
101 4521 426		PARKS - PARTS TO MAKE SPRINKLERS			236.53
DAKOTA	DAKOTA SUPPLY GROUP, INC.		06/26/2020	S100253138. 001	800.00
101 4311 426		STREETS - 6 CUTTING BLADES			800.00
Vendor Total:					1,106.67
DIAMON	DIAMOND VOGEL PAINTS		06/04/2020	287282755	667.40
101 4311 426		PAINT FOR STREETS			667.40
Vendor Total:					667.40
FIRSBANK	FIRST NATIONAL BANK OMAHA		06/29/2020	062920 STATE	1,917.11
101 4311 427		FUEL - MN TRIP TO PICK UP DUMP TRUCKS			55.00
101 4311 427		LODGING - MN TRIP TO PICK UP DUMP TRUCKS			233.28
101 4511 426		DF SUPPLY - POOL GATE HINGE			344.00
101 4521 426		MILLBORN SEEDS - SEED FOR SPORTS COMPLEX			285.00
101 4601 439		PLANTERS LMT - 10 HANGING BASKETS			946.58
101 4142 422 2		IT SERVICE - BOX			53.25
FIRSBANK	FIRST NATIONAL BANK OMAHA		06/29/2020	062920 STMT	1,936.26
101 4142 422 2		MICROSOFT - OFFICE 365 SUBSCRIPTIONS			66.00

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>					
101 4142 422 2		MICROSOFT - EMAIL ACCOUNTS			28.00
101 4142 434 1		ASANA - CHAMBER/EDD PROJECT MGMT SOFTWARE			280.91
101 4142 429 1		NAT'L RURAL ECONOMIC DEVELOP ASSN DUES			250.00
101 4512 426		DISCOUNT SCHOOL SUPPLY - PARK REC PROG			385.90
101 4511 426		SAM'S CLUB - CANDY FOR POOL CONCESSIONS			342.25
101 4511 426		MINISCIENSE - HAND COUNTER FOR POOL			32.25
101 4511 426		AMAZON - COUNTER CHAIR FOR POOL			116.99
101 4511 426		CLEAR SAN - HAND SANITIZER FOR POOL			390.00
101 4142 426		AMAZON - STORAGE BINS CITY ADMIN OFFICE			30.98
101 4130 426		AMAZON - GOLF PENCILS FOR ELECTION			12.98
Vendor Total:					3,853.37
FRIEBE	FRIEBERG, NELSON & ASK, LLP		06/16/2020	67348	4,812.17
101 4142 422		APR - PHONE CALLS/EMAILS/MISC WORK			1,612.50
101 4142 422		APR - ATTEND MEETINGS/EXP/MILEAGE			1,335.26
101 4142 422		MAY - PHONE CALLS/EMAIL/MISC WORK			930.53
101 4142 422		MAY - ATTEND MEETINGS/EXP/MILEAGE			933.88
Vendor Total:					4,812.17
GHDIST	G & H DISTRIBUTING, INC.		06/26/2020	00493915	121.78
101 4521 426		PARKS - PARTS TO MAKE SPRINKLERS			121.78
Vendor Total:					121.78
GILLESPIE	GILLESPIE OUTDOOR	POWER EQUIPMENT	06/19/2020	43911	108.95
101 4521 426		5 MOWER BLADES			108.95
GILLESPIE	GILLESPIE OUTDOOR	POWER EQUIPMENT	06/26/2020	44167	31.94
101 4521 425		REPLACEMENT PARTS FOR MOWERS			31.94
GILLESPIE	GILLESPIE OUTDOOR	POWER EQUIPMENT	06/30/2020	44279	13.95
101 4521 426		DEPTH GAUGE FILES/FILE HANDLE			13.95
GILLESPIE	GILLESPIE OUTDOOR	POWER EQUIPMENT	07/01/2020	44338	22.99
101 4521 426		MOWER BLADES			22.99
GILLESPIE	GILLESPIE OUTDOOR	POWER EQUIPMENT	07/06/2020	44469	65.90
101 4521 426		2 TRIMMER HEADS			65.90
GILLESPIE	GILLESPIE OUTDOOR	POWER EQUIPMENT	07/07/2020	44507	68.87
101 4521 426		MOTOR OIL/CHAINSAW BAR OIL			68.87
GILLESPIE	GILLESPIE OUTDOOR	POWER EQUIPMENT	07/09/2020	44601	45.98
101 4521 426		MOWER BLADES			45.98
Vendor Total:					358.58

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>					
GOLDENWEST	GOLDEN WEST TELECOMMUNICATIONS COOPERATIVE, INC.		07/01/2020	07012020 STATE	602.85
101 4511 428		PHONE-POOL			111.35
101 4192 428		PHONE-CITY SHOP/INTERNET			115.23
101 4192 428		PHONE-OFFICE FAX LINE			45.47
101 4192 428		PHONE-OFFICE LINE 2			54.47
101 4192 428		PHONE-CHAMBER/EDD			61.83
101 4192 428		PHONE-OFFICE LINE 1/INTERNET			165.29
101 4192 428		PHONE-OFFICE LINE 3			49.21
Vendor Total:					602.85
GREABEAR	GREAT BEAR SAND AND GRAVEL, LLC		06/08/2020	15130	80.70
101 4311 4261		GRAVEL FOR STREETS			80.70
Vendor Total:					80.70
HANINEIL	HANISCH, NEIL		07/01/2020	REIMB MEALS	74.00
101 4311 427		REIMB MEALS 6/24-25 - MN TRIP FOR TRUCKS			74.00
Vendor Total:					74.00
HARTFIRE	HARTFORD AREA FIRE AND RESCUE, INC.		07/15/2020	REIMB SPEC EVENT FEE	5.00
101 4142 429		REIMB SPEC EVENT PERMIT FEE WAIVED BY CC			5.00
Vendor Total:					5.00
HARTF9	HARTFORD BUILDING CENTER, INC.		06/30/2020	06302020 STMT	1,253.84
101 4192 426		SHOP - BITS/STAPLES			24.75
101 4192 426		SHOP - CAULK/BATTERIES			21.67
101 4192 426		SHOP - SOCKET ADAPTER BIT			6.99
101 4192 426		CITY HALL - HOME DEFENSE BUG KILLER			16.99
101 4311 426		STREETS - HARDWARE TO INSTALL ST SIGNS			33.89
101 4311 426		TOOLS FOR TRUCK CAULK GUN/WIRE STRIPPER			22.98
101 4311 426		STREETS - SAKRETE CONCRETE MIX			7.58
101 4521 425		PARKS - LUMBER FOR REPAIRS TO SHED			36.96
101 4521 425		PARKS - RETURN LUMBER (SHED REPAIR)			(14.01)
101 4511 426		POOL - MURIATIC ACID			13.98
101 4511 426		POOL - PVC UNIONS/ELBOWS			31.92
101 4511 426		POOL - PUMP & ADAPTERS			82.96
101 4511 426		POOL - DUCT TAPE			8.99
101 4511 426		POOL - POLY BRAID ROPE			23.20
101 4511 426		POOL - MURIATIC ACID			27.96
101 4511 426		POOL - FASTENERS			20.06
101 4511 426		POOL - MURIATIC ACID			83.88
101 4511 426		POOL - GLOVES/SPRAY			56.05

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<u>Account Number</u>	<u>Description</u>	<u>Date</u>		<u>Amount</u>
	PAINT/FUSE/COUPLER			
101 4511 426	POOL - FASTENERS/QWIK WELD			8.24
101 4511 426	POOL - POLY BRAID ROPE			4.06
101 4511 426	POOL - HOSE SHUT-OFFS			29.77
101 4521 426	PARK - PAINTERS TAPE			13.98
101 4521 426	PARKS - PAINT			85.98
101 4521 426	PARKS - PAINT/BRUSHES/TRY LINERS			114.85
101 4521 426	PARKS - 6 KEYS			11.94
101 4521 426	PARKS - 10 EYE BOLTS			13.90
101 4521 426	PARKS - OUTLET COVERS/FUSES/BATTERIES			40.79
101 4521 426	PARKS - MULCH			114.96
101 4521 426	PARKS - ROLLER COVER/BRUSHES			24.97
101 4311 425 2	PARKS - REBAR FOR SIDEWALK REPAIR			69.90
101 4311 425 2	STREETS - LUMBER/REBAR SIDEWALK REPAIR			213.70
			Vendor Total:	1,253.84
HAWKIN	HAWKINS, INC.	06/08/2020	4732070	395.16
101 4511 426	POOL CHEMICALS			395.16
HAWKIN	HAWKINS, INC.	06/10/2020	4736416	235.50
101 4511 426	POOL CHEMICALS			235.50
HAWKIN	HAWKINS, INC.	07/02/2020	4746925	2,900.28
101 4511 426	POOL CHEMICALS			2,900.28
			Vendor Total:	3,530.94
HEARTT	HEART T STOP	07/08/2020	5721	880.42
101 4521 426	FUEL - PARKS			674.00
101 4311 426	FUEL - STREETS			206.42
			Vendor Total:	880.42
JDSHOU	JD'S HOUSE OF TROPHIES	06/30/2020	184808	39.75
101 4142 426	PLAQUE - S NELSON			39.75
			Vendor Total:	39.75
LAWDAR	LAWVER, DARLA	06/24/2020	06.23.20 ELECTION	175.00
101 4130 422	ELECTION DAY (6/23/20)			150.00
101 4130 427	ELECTION SCHOOL (6/19/20)			25.00
			Vendor Total:	175.00
MACSIN	MAC'S, INC.	06/26/2020	B34565/7	16.42
101 4601 439	FASTENERS - DOWNTOWN POLES			16.42
			Vendor Total:	16.42
MCRPOO	MC&R POOLS, INC.	06/11/2020	1201085-IN	177.66
101 4511 426	6 50# BAGS CALCIUM FLAKES			177.66
MCRPOO	MC&R POOLS, INC.	06/22/2020	1201238-IN	49.32

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>	
101 4511 426		PUMP TUBE FOR BABY POOL			49.32	
MCRPOO	MC&R POOLS, INC.		07/01/2020	1201378-IN	421.50	
101 4511 426		METER KIT, CACIUM FLAKES			421.50	
MCRPOO	MC&R POOLS, INC.		07/15/2020	1201544-IN	326.10	
101 4511 426		POOL SUPPLIES			326.10	
					Vendor Total:	974.58
MCLEODS	MCLEODS PRINTING & OFFICE SUPPLY		06/29/2020	40972	13.40	
101 4130 426		20 OATH OF MUNICIPAL OFFICE			13.40	
					Vendor Total:	13.40
MIDAME	MIDAMERICAN ENERGY COMPANY		06/29/2020	06292020 STATE	801.26	
101 4192 428		GAS-CITY HALL			8.00	
101 4192 428		GAS-NEW SHOP			8.00	
101 4192 428		GAS-OLD SHOP			8.00	
101 4511 428		GAS-POOL			28.11	
101 4511 428		GAS-POOL			749.15	
					Vendor Total:	801.26
MINNDEEDS	MINNEHAHA COUNTY REGISTER OF DEEDS		07/01/2020	07012020 STMT	30.00	
101 4652 422		FILE HADF DEED			30.00	
					Vendor Total:	30.00
MINNE4	MINNEHAHA COUNTY SHERIFF		07/08/2020	070820 STMT	46,150.00	
101 4211 422		3RD QRT CONTRACT			46,150.00	
					Vendor Total:	46,150.00
NAPA	NAPA AUTO PARTS OF HARTFORD		06/10/2020	138165	93.35	
101 4521 426		5 AIR FILTERS FOR HUSTLER MOWER			93.35	
NAPA	NAPA AUTO PARTS OF HARTFORD		06/10/2020	138196	4.45	
101 4311 425		STERLING DUMP TRUCK - PART BRAKE REPAIRS			4.45	
NAPA	NAPA AUTO PARTS OF HARTFORD		06/11/2020	138240	140.56	
101 4311 425		GREASE/PINS/WIPER BLADES - EQUIP REPAIR			140.56	
NAPA	NAPA AUTO PARTS OF HARTFORD		06/11/2020	138241	15.00	
101 4311 425		STERLING DUMP TRUCK - REPLACE LENS			15.00	
NAPA	NAPA AUTO PARTS OF HARTFORD		06/18/2020	138790	109.00	
101 4521 425		GATOR STARTER REPAIRS			109.00	
					Vendor Total:	362.36
NEWCENT	NEW CENTURY PRESS, INC		05/22/2020	300348251	17.38	
101 4130 426		PUB NOTICE - VOTER REG DEADLINE			17.38	
NEWCENT	NEW CENTURY PRESS, INC		05/29/2020	300349443	193.64	
101 4142 423		5/19/20 CC MINUTES			193.64	
NEWCENT	NEW CENTURY PRESS, INC		05/29/2020	300349465	13.86	

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>
101 4130 426		PUB NOTICE - VOTER REG DEADLINE			13.86
NEWCENT	NEW CENTURY PRESS, INC		06/05/2020	300350577	32.27
101 4142 423		RES #2020-8			32.27
NEWCENT	NEW CENTURY PRESS, INC		06/05/2020	300350578	52.96
101 4142 423		RES #2020-7			52.96
NEWCENT	NEW CENTURY PRESS, INC		06/05/2020	300350583	10.76
101 4142 423		MAY PAYROLL REPORT			10.76
NEWCENT	NEW CENTURY PRESS, INC		06/12/2020	300351478	14.90
101 4130 426		NOTICE OF ELECTION			14.90
NEWCENT	NEW CENTURY PRESS, INC		06/12/2020	300351479	201.91
101 4142 423		6/1/20 CC MINUTES			201.91
NEWCENT	NEW CENTURY PRESS, INC		06/19/2020	300352384	8.28
101 4652 423		PUB NOTICE - C SENKLE VARRIANCE			8.28
NEWCENT	NEW CENTURY PRESS, INC		06/19/2020	300352394	54.61
101 4130 426		SAMPLE BALLOT			54.61
NEWCENT	NEW CENTURY PRESS, INC		06/19/2020	300352396	39.72
101 4142 423		JUNE BILL REPORT			39.72
NEWCENT	NEW CENTURY PRESS, INC		06/19/2020	300352426	11.88
101 4130 426		NOTICE OF ELECTION			11.88
NEWCENT	NEW CENTURY PRESS, INC		06/26/2020	300353513	183.70
101 4142 423		6/16 CC MINUTES			183.70
NEWCENT	NEW CENTURY PRESS, INC		06/26/2020	300353521	24.82
101 4142 423		ORD 688			24.82
NEWCENT	NEW CENTURY PRESS, INC		07/01/2020	300354040	36.00
101 4142 423		SURPLUS DIRT FOR SALE			36.00
NEWCENT	NEW CENTURY PRESS, INC		07/03/2020	300354838	32.27
101 4142 423		6/29 SPEC CC MINUTES			32.27
NEWCENT	NEW CENTURY PRESS, INC		07/08/2020	300355770	36.00
101 4142 423		SURPLUS DIRT FOR SALE			36.00
Vendor Total:					964.96
OFFICEELE	OFFICE ELEMENTS COMPANY		06/09/2020	204145-0	18.05
101 4652 426		NAME PLATE - S NOLTE			18.05
OFFICEELE	OFFICE ELEMENTS COMPANY		06/30/2020	205100-0	18.09
101 4142 426		NAME PLATE - L RANDALL			18.09
OFFICEELE	OFFICE ELEMENTS COMPANY		07/08/2020	205445-0	18.09
101 4142 426		NAME PLATE - M O'HARA			18.09
Vendor Total:					54.23
PETTY	PETTY CASH		07/17/2020	07172020 VOUCHER	56.97
101 4130 426		DINNER FOR ELECTION WORKERS			19.00
101 4130 426		LUNCH FOR ELECTION WORKERS			31.16
101 4311 425		WHEELCO - PART FOR FORD DUMP TRUCK			6.81
Vendor Total:					56.97

<u>Vendor ID</u>	<u>Vendor Name</u>		<u>Invoice</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>	<u>Date</u>		<u>Amount</u>
QUIROS	QUINN, ROSEY		06/24/2020	06.23.20 ELECTION	175.00
101 4130 427		ELECTION SCHOOL (6/19/20)			25.00
101 4130 422		ELECTION DAY (6/23/20)			150.00
Vendor Total:					175.00
RBS	RBS SANITATION, INC.		06/15/2020	06152020 STMT	520.60
101 4521 428		YARD WASTE DUMPSTERS			520.60
RBS	RBS SANITATION, INC.		07/09/2020	07092020 STMT	519.00
101 4521 428		YARD WASTE DUMPSTERS			519.00
Vendor Total:					1,039.60
SSWORL	S&S WORLDWIDE, INC.		06/23/2020	IN100540453	31.98
101 4521 426		PARK REC PROGRAM SUPPLIES			31.98
SSWORL	S&S WORLDWIDE, INC.		07/02/2020	IN100546800	223.89
101 4512 426		PARK REC PROGRAM SUPPLIES			223.89
Vendor Total:					255.87
SANFORD	SANFORD HEALTH OCCUPATIONAL MEDICINE CLINIC		06/30/2020	549119	540.00
101 4142 415		NEW HIRE DRUG TESTING - H JONES			45.00
101 4142 415		NEW HIRE DRUG TESTING - A NELSON			45.00
101 4142 415		NEW HIRE DRUG TESTING - E OTHEIM			45.00
101 4142 415		NEW HIRE DRUG TESTING - L SCHAEFER			45.00
101 4142 415		NEW HIRE DRUG TESTING - S SHERARD			45.00
101 4142 415		NEW HIRE DRUG TESTING - M WOLLES			45.00
101 4142 415		NEW HIRE DRUG TESTING - K JOHNSON			45.00
101 4142 415		NEW HIRE DRUG TESTING - L JOHNSON			45.00
101 4142 415		NEW HIRE DRUG TESTING - E ANDERSON			45.00
101 4142 415		NEW HIRE DRUG TESTING - J CARLSON			45.00
101 4142 415		NEW HIRE DRUG TESTING - G DURBAND			45.00
101 4142 415		NEW HIRE DRUG TESTING - Z FOSTER			45.00
Vendor Total:					540.00
SCHEELS	SCHEELS ALL SPORTS		07/03/2020	07032020 STMT	283.91
101 4511 426		1 SWIMSUIT - G DURBAND			55.98
101 4511 426		1 SWIMSUIT - Z FOSTER			11.99
101 4511 426		2 SWIMSUITS - J CARLSON			63.98
101 4511 426		1 SWIMSUIT - A NELSON			47.99
101 4511 426		1 SWIMSUIT - H JONES			47.99

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>					<u>Amount</u>	
101 4511 426		1 SWIMSUIT - E OTHEIM			55.98	
						Vendor Total: 283.91
SDDEP2	SD DEPARTMENT OF REVENUE - AUTO PMTS		07/17/2020	06/2020 SALES	1,682.81	
101 4142 4540		SALES TAX DUE - JUNE			1,682.81	
						Vendor Total: 1,682.81
SEBEAMY	SEBERT, AMY		06/18/2020	REIMB SAM'S CLUB	71.31	
101 4511 426		POOL - REIMB CANDY PURCAHSE @ SAM'S			71.31	
SEBEAMY	SEBERT, AMY		07/13/2020	REIMB SAMS CLUB	45.09	
101 4511 426		POOL - REIMB CANDY PURCAHSE @ SAM'S			45.09	
SEBEAMY	SEBERT, AMY		06/22/2020	REIMB WALMART	10.91	
101 4511 426		POOL - REIMB FIRST AID SUPPLIES @WALMART			10.91	
						Vendor Total: 127.31
SIDETERE	SIDEL, TERESA		06/30/2020	06302020 VOUCHER	60.00	
101 4142 428		JUNE CELL PHONE REIMBURSEMENT			60.00	
						Vendor Total: 60.00
SFNETWORKS	SIOUX FALLS NETWORKS		07/01/2020	10903	134.55	
101 4142 422 2		IT MAINT SERVICE - JULY 2020			134.55	
						Vendor Total: 134.55
SIOUXV	SIOUX VALLEY ENERGY		06/26/2020	06262020 STATE	6,915.65	
101 4521 428		ELEC-TURTLE CREEK RR			66.81	
101 4521 428		ELEC-PARK SHELTERS			131.84	
101 4521 428		ELEC-SPORTS COMPLEX			99.55	
101 4521 428		ELEC-DAVID ROE FIELDS - NORTH LIGHTS			73.88	
101 4521 428		ELEC-DAVID ROE FIELDS - EAST LIGHTS			64.33	
101 4521 428		ELEC-DAVID ROE FIELDS - WEST LIGHTS			64.33	
101 4192 428		ELEC-TAMMEN WEATHER SIREN			58.88	
101 4192 428		ELEC-NEW CITY SHOP			165.86	
101 4192 428		ELEC-OLD CITY SHOP			105.79	
101 4192 428		ELEC-CITY HALL			203.85	
101 4192 428		ELEC-STORAGE BLD BY MEM PARK			89.44	
101 4311 428		ELEC-CROSSING LTS S OF HS			50.00	
101 4311 428		ELEC-BILLBOARDS			272.52	
101 4311 428		ELEC-STREET LIGHTS			4,595.10	
101 4311 428		ELEC-CROSSING LTS N OF HS			50.00	
101 4311 428		ELEC-WELCOME SIGN-HWY 38/WESTERN			83.23	

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>					
101 4311 428		ELEC-WELCOME SIGN HWY 38			50.00
101 4311 428		ELEC-NEW CROSSWALK SERVICE			50.00
101 4311 428		ELEC-WELCOME SIGN WESTERN/DIAMOND TRL			65.66
101 4511 428		ELEC-POOL			574.58
Vendor Total:					6,915.65
STOCKW	STOCKWELL ENGINEERS		06/26/2020	10895	962.50
101 4311 439		RUUD/OPAL INTERSECTION REPAIRS			962.50
STOCKW	STOCKWELL ENGINEERS		06/26/2020	10896	1,159.95
101 4311 439		RUUD/OPAL INTERSECTION CONST			1,159.95
STOCKW	STOCKWELL ENGINEERS		06/26/2020	10933	4,799.75
101 4652 422		PLAT & PLAN REVIEWS			1,057.30
101 4652 422		CC MTGS/REPORTS/MILEAGE			1,522.25
101 4652 422		ASSIST W/ VARIOUS GRANTS			941.00
101 4652 422		GIS REVIEW/UPDATES			925.00
101 4652 422		PROJECTS CORONET & COBRA			354.20
101 4652 422		FEYDER AVE FLOODPLAIN			3,585.05
101 4652 422		FEYDER AVE FLOODPLAIN - DONATED TIME			(3,585.05)
Vendor Total:					6,922.20
SUNSHINE	SUNSHINE FOODS		07/01/2020	070120 STMT	31.46
101 4192 426		SHOP - LAUNDRY DETERGENT			6.39
101 4192 426		SHOP - PAPER TOWELS			15.98
101 4130 426		ELECTION - COOKIES/ROLLS			9.09
SUNSHINE	SUNSHINE FOODS		07/01/2020	070120 STMT POOL	583.12
101 4511 426		POOL - CLEANING SUPPLIES			5.54
101 4511 426		POOL - CONCESSION STAND ITEMS			577.58
Vendor Total:					614.58
TAMMENAUTO	TAMMEN AUTO & TIRE, INC.		06/23/2020	162876	27.85
101 4521 425		REPAIR MOWER TIRE			27.85
Vendor Total:					27.85
VALLEYCENT	VALLEY CENTRAL COOP		06/22/2020	30890	50.00
101 4521 426		WEED KILLER FOR PARKS			50.00
VALLEYCENT	VALLEY CENTRAL COOP		07/01/2020	31224	50.00
101 4521 426		WEED KILLER FOR PARKS			50.00
VALLEYCENT	VALLEY CENTRAL COOP		07/10/2020	31432	100.00
101 4521 426		WEED KILLER FOR PARKS			100.00
Vendor Total:					200.00
VERIZO	VERIZON WIRELESS		06/22/2020	9857193947	357.85
101 4521 428		CELL SERV-LANDFILL CAMERA			40.01
101 4652 428		CELLS-BP & CODE ENF			52.90
101 4211 428		CELL-MINN SHERIFF			26.45

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>	<u>Description</u>	<u>Date</u>		<u>Amount</u>
101 4512 428	CELL-REC DIRECTOR			44.23
101 4142 428	CELL-CHAMBER/EDD			44.23
101 4192 428	CELLS-PUBLIC WORKS			150.03
Vendor Total:				357.85
VIEGEO	VIERECK, GEORGIA	06/24/2020	06.23.20 ELECTION	185.00
101 4130 427	ELECTION SCHOOL (6/19/20)			25.00
101 4130 422	ELECTION DAY (6/23/20)			150.00
101 4130 422	ELECTION DAY-SUPERINTENDENT 6/23/20)			10.00
Vendor Total:				185.00
VOTHBRYA	VOTH, BRYAN	06/30/2020	06302020 VOUCHER	21.00
101 4652 427	JUNE MILEAGE REIMBURSEMENT			21.00
Vendor Total:				21.00
WAGNCRAI	WAGNER, CRAIG	07/15/2020	REIMB MEALS	74.00
101 4311 427	REIMB MEALS 6/24-25 - MN TRIP FOR TRUCKS			74.00
Vendor Total:				74.00
WALDJOHN	WALDNER, JOHN	07/15/2020	REIMB BLD PERMIT FEE	26.00
101 4652 429	REIMB BP2020-88 AS PERMIT NOT NEEDED			26.00
Vendor Total:				26.00
ZEPMAN	ZEP SALES AND SERVICE	07/14/2020	9005353016	2,199.31
101 4521 426	PARKS - DEODORIZERS FOR RESTROOMS			1,774.02
101 4511 426	POOL - SUPPLIES			425.29
Vendor Total:				2,199.31
Fund Total:				96,959.27
Checking	1	Fund: 505	MICKELSON ROAD PROJECT	
STOCKW	STOCKWELL ENGINEERS	06/26/2020	10847	798.80
505 5501 422	MICKELSON ROAD CONSTRUCTION			798.80
Vendor Total:				798.80
Fund Total:				798.80
Checking	1	Fund: 506	VANDEMARK STREET PROJECT	
STOCKW	STOCKWELL ENGINEERS	06/26/2020	10849	2,510.58
506 5501 422	VANDEMARK AVE STREET IMPROVEMENTS CONST			2,510.58
Vendor Total:				2,510.58
Fund Total:				2,510.58
Checking	1	Fund: 602	WATER FUND	
BADMET	BADGER METER	06/29/2020	80055072	54.73
602 4335 422	JUNE 2020 - FEE TO READ 123 METERS			54.73

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>					<u>Amount</u>	
						Vendor Total: 54.73
CTYSOOFALL	CITY OF SIOUX FALLS		06/08/2020	17811	29.00	
602 4335 422		CITY WATER TESTS (MAY)			29.00	
						Vendor Total: 29.00
DAKOTA	DAKOTA SUPPLY GROUP, INC.		06/22/2020	S100238953.001	289.25	
602 4334 425		WATER DEPT - HYDRANT PARTS			289.25	
DAKOTA	DAKOTA SUPPLY GROUP, INC.		06/23/2020	S100242262.001	(284.15)	
602 4334 425		WATER DEPT - RETURN HYDRANT PARTS			(284.15)	
						Vendor Total: 5.10
MINNEH	MINNEHAHA COMMUNITY WATER CORPORATION		07/06/2020	07062020 STATE	21,088.20	
602 4334 4261		BULK WATER PURCHASE			21,088.20	
						Vendor Total: 21,088.20
NAPA	NAPA AUTO PARTS OF HARTFORD		07/01/2020	139638	73.80	
602 4334 426		SHOP LIGHT FOR INSTALLING METERS			73.80	
						Vendor Total: 73.80
PETTY	PETTY CASH		07/17/2020	07172020 VOUCHER	165.90	
602 4335 4261		POSTAGE - JUNE W/S BILLS			153.90	
602 4335 4261		POSTAGE - W/S DELINQUENT LETTERS			12.00	
						Vendor Total: 165.90
SIOUXV	SIOUX VALLEY ENERGY		06/26/2020	06262020 STATE	279.10	
602 4332 428		ELEC-N WATER TOWER/SIREN			279.10	
						Vendor Total: 279.10
SDONECALL	SOUTH DAKOTA ONE CALL		06/30/2020	SD20-1551	132.16	
602 4335 428		W/S LOCATES (APR-JUNE)			132.16	
						Vendor Total: 132.16
						Fund Total: 21,827.99
Checking	1	Fund: 604 SEWER FUND				
AMERENGI	AMERICAN ENGINEERING TESTING, INC.		06/26/2020	402093	484.95	
604 6040 422		WATER ANALYSIS			484.95	
						Vendor Total: 484.95
BADMET	BADGER METER		06/29/2020	80055072	54.74	
604 6040 422		JUNE 2020 - FEE TO READ 123 METERS			54.74	
						Vendor Total: 54.74
BEYRYA	BEYENHOF, RYAN		06/24/2020	WWTF - CROP DAMAGE	1,800.00	

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>						
604 6040 439		WWTF-CROP DAMAGE DUE TO SOIL BORING			1,800.00	
						Vendor Total: 1,800.00
CTYHART	CITY OF HARTFORD		06/29/2020	06292020	30.91	
				STMT		
604 6040 428		W/S-SEWER PLANT			30.91	
						Vendor Total: 30.91
CRESSM	CRESSMAN SANITATION, INC		07/01/2020	07012020	1,800.00	
				STATE		
604 6040 428		WWTF SERV JULY-SEPT			1,800.00	
						Vendor Total: 1,800.00
MIDAME	MIDAMERICAN ENERGY COMPANY		06/29/2020	06292020	8.00	
				STATE		
604 6040 428		GAS-SEWER PLANT			8.00	
						Vendor Total: 8.00
PETTY	PETTY CASH		07/17/2020	07172020	165.90	
				VOUCHER		
604 6040 4261		POSTAGE - JUNE W/S BILLS			153.90	
604 6040 4261		POSTAGE - W/S DELINQUENT LETTERS			12.00	
						Vendor Total: 165.90
SIOUXV	SIOUX VALLEY ENERGY		06/26/2020	06262020	3,057.32	
				STATE		
604 6040 428		ELEC-MAIN LIFT STATION			1,052.64	
604 6040 428		ELEC-WASTE WATER LAGOONS			1,831.92	
604 6040 428		ELEC-SAGEHORN LIFT STATION			79.99	
604 6040 428		ELEC-MICKELSON/HWY 38 LIFT STATION			92.77	
						Vendor Total: 3,057.32
SDONECALL	SOUTH DAKOTA ONE CALL		06/30/2020	SD20-1551	132.16	
604 6040 428		W/S LOCATES (APR-JUNE)			132.16	
						Vendor Total: 132.16
						Fund Total: 7,533.98
						Checking Account Total: 129,630.62

ORDINANCE #690

PETS IN PARK AREA

AN ORDINANCE OF THE CITY OF HARTFORD, SOUTH DAKOTA, AMENDING ORDINANCE 430, TITLE 6 – STREETS, SIDEWALKS AND PUBLIC PLACES, CHAPTER 6.06 – PARKS AND RECREATION AREAS, SECTION 6.0610 – PETS PROHIBITED;

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HARTFORD, SOUTH DAKOTA:

THAT TITLE 6, CHAPTER 6.06, SECTION 6.0610 BE AMENDED AS FOLLOWS:

6.0610 Pets Prohibited. No person shall allow any pet to enter ~~the park~~ any city park playground area, ball diamond or soccer field.

For this section “city park playground area” shall be defined as the area of the park for which the children’s play equipment is located and encompassed by a border or sandy area. “Ball diamonds” and “soccer fields” are defined as the actual playing fields and not the spectator area.

Adopted this 4th day of August 2020.

Mayor Jeremy Menning

ATTEST:

Karen Wilber, Finance Officer

(seal)

First Reading: July 21, 2020
Second Reading and Adoption: August 4, 2020
Publication: August 14, 2020
Effective: September 3, 2020

City of Hartford
Policy 2020-1
Stormwater Runoff

Stormwater Runoff

Stormwater runoff is generated from rain or snowmelt event that flows over land or impervious surfaces, such as rooftops, driveways, parking lots, and roads and is not absorbed into the ground.

All properties contribute to stormwater runoff. The City of Hartford has constructed a vast stormwater system that assists with stormwater management. The City maintains this system, along with the stormwater runoff upon public property and within any public right-of-way. Private property owners are responsible for stormwater runoff flowing upon their property.

Public Drainage Areas

To allow for proper function of the overall system, the City maintains the public stormwater drainage system and structures within specified and dedicated public stormwater drainage easements. Maintenance may include creek maintenance and city owned drainage areas, as well as surface and underground stormwater facilities.

The City does not maintain drainage areas or easements located on private property. However, the City may enter private property located within a dedicated drainage easement to remove an obstruction or otherwise repair or rehabilitate the storm drainage system.

While the City takes proactive measures to mitigate drainage issues and concerns throughout the city, flooding of both property and homes, can and will occur during times of heavy rains.

Private Drainage Areas

Private drainage and erosion issues, as well as ground water issues, are the responsibility of the property owner. The City is not responsible for ensuring proper drainage on privately owned property. Any easements, including public drainage easements, upon private property are the property owner's responsibility to maintain. Permanent structures, such as sheds and fences, are not allowed within drainage easements and easements should be keep free of litter and debris to ensure proper water flow.

Stormwater runoff between Private Properties

Water runoff, including stormwater runoff, will follow the natural flow of the land. In general, a property owner is not responsible for stormwater runoff from naturally occurring rain and land conditions. However, if a property owner has altered the land, diverted the natural water flow or created a nuisance as defined by SDCL 21-10-1, it is the responsibility of the this property owner to correct.

Stormwater Runoff Issues

If you believe you have a stormwater runoff issue, you may contact the City of Hartford to report your concern. The City will implement the following procedure:

1. Stormwater runoff concern is report to the City Administration Office.
2. A public works employ will investigate the concern and conduct a site visit.
3. If the issue involves public property, a corrective action plan will be put in place by the city.
4. If the issue involves private property, the city can suggest a corrective plan to the property owner, but it is ultimately the private property owner's responsibility to correct if they have altered or diverted the natural flow of the stormwater runoff.
5. All private property stormwater issues will be treated as a civil issue and is not the responsibility of the City to mitigate or correct.

Dated: July 21, 2020

Attested:

Mayor Jeremy Menning

Finance Officer, Karen Wilber

City of Hartford Subdivision Regulations

~~Adopted~~ Drafted May 15, 2018 July 15, 2020



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Article 1: General Provisions

1.1 Title

- 1.1.1 These regulations shall be referred to as the “The City of Hartford Subdivision Regulations” and herein as “these regulations”.

1.2 Purpose

- 1.2.1 It is the purpose of these regulations to govern the subdivision of land within the City’s jurisdiction so as to provide for the harmonious development of the municipality and its environs; for the coordination of streets within subdivisions with other existing or planned streets or with other features of the Comprehensive Plan of the City; for water and sanitation facilities, drainage and flood control; for adequate open spaces for traffic, recreation, light, and air; and for a distribution of population and traffic which will tend to create conditions favorable to health, safety, convenience, or prosperity.[MM1]

1.3 Authority

- 1.3.1 In accordance with SDCL 11-6 and any other authority provided by law or as those statutes may be amended, the City does hereby exercise the power and authority to review and approve or disapprove Plats for the subdivision of land within the City and for land outside its corporate limits as allowed by SDCL 11-6-26.

1.4 Jurisdiction

- 1.4.1 These regulations shall govern all subdivisions of land, as defined herein, located within the City and its jurisdictional limits as referenced by the Major Street Plan portion of the City’s Comprehensive Plan.

1.5 Interpretation, Abrogation, and Severability

- 1.5.1 In interpreting and applying the provisions of this Article, the provisions of these regulations shall be deemed the minimum requirements for the promotion of public safety, health and general welfare. If deemed necessary by enforcement officials, more stringent requirements may be imposed to uphold the purpose of these regulations.
- 1.5.2 It is not the intent of this Article to repeal, abrogate, or impair any existing easement, covenant, or deed restriction where these provisions conflict or overlap. Whichever imposes the more stringent restrictions shall prevail.

- 1.5.3 Should any Article, Section, Subsection, or Provision of these regulations be found to be or declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity or constitutionality of the regulation as a whole or any part thereof, other than the portion so declared to be invalid or unconstitutional.

1.6 Repeal of Conflicting Regulations

- 1.6.1 All prior subdivision regulations or parts of prior subdivision regulations are hereby declared repealed.

1.7 Enforcement and Violations

- 1.7.1 The City Council has designated, by Resolution 2018-1, the City Administrator as administrative official of the municipality to approve Plats in lieu of approval by the governing body as allowed under SDCL 11-3-6.
- 1.7.2 The City Administrator is hereby designated as the Authorized Official of these regulations and directed to enforce all the provisions of this Article and establish rules for its administration. For those purposes, the Authorized Official shall have the powers of a law enforcement officer.
- 1.7.3 The Authorized Official and City Engineer shall together have the authority to make interpretations of these regulations and to adopt and enforce rules and supplemental regulations in order to clarify the application of its provisions and uphold the purpose of these regulations.
- 1.7.4 Whenever any work is being done contrary to the provisions of this Article, the Authorized Official may order the work stopped by notice in writing served on any persons engaged in the doing or causing the work to be done; and any persons shall forthwith stop the work until notified by the Authorized Official to proceed with the work.
- 1.7.5 It shall be a violation of these regulations for any person having control of any land within the City and its area of jurisdiction to subdivide or resubdivide such land into lots, unless in accordance with the laws of the state and the regulations contained herein.
- 1.7.6 A violation of any provision of these regulations or any amendment thereto, or failure to perform any act required hereunder, is a Class II Misdemeanor. Each day in which a violation of these regulations continues shall constitute a separate offense.
- 1.7.7 No permit shall be issued for any work to occur on land subdivided, developed, or sold in violation of the provisions of these regulations.

1.8 Appeal

- 1.8.1 Decisions of the Authorized Official and/or the City Engineer or their failure to perform any act required by these regulations may be appealed to the City Council if a written appeal is filed with the Authorized Official within fifteen (15) days from the date of the decision being appealed.

Article 2: Subdivision Approval Process

2.1 Overview

2.1.1 Except those listed as exempt under Article 4.3[MM2], proposed subdivisions must be approved by the City in accordance with the following procedures which include four (4) principle steps.

1. Concept Plan
2. Preliminary Subdivision Plan
3. Engineering Submittals
4. Plat

2.1.2 **Filing Fee:** A nonrefundable, application fee shall be deposited with the City for a Preliminary Subdivision Plan, Engineering Submittal, or Plat. The amount of fees charged, if any, shall be set forth by resolution of the City Council. Fees established in accordance with this section shall be paid upon submission of a signed application.

2.2 Concept Plan

2.2.1 **Overview:** The purpose of the Concept Plan is to spur discussions between the Subdivider and the City; for each party to provide input into the proposed subdivision; for the Subdivider to gain a better understanding of the City's plans prior to expending funds on preliminary design; and to reduce significant design changes as the plans progress. The Concept Plan does not require certification by an engineer.

2.2.2 **Submission:** The Concept Plan shall be submitted to the Authorized Official in form of one (1) paper copy and one (1) electronic pdf. The Concept Plan is not a required submittal and may be waived by the Authorized Official. However, the information provided to the Subdivider may have a significant impact on the initial layout.

2.2.3 **Review and Approval:** Upon receipt of the Concept Plan, the Authorized Official shall route the Plan to City Staff for review. The Authorized Official or Subdivider may request a meeting to discuss the Concept Plan with City Staff. City Staff shall provide their comments in writing to the Subdivider within ten (10) working days of receipt. Formal approval is not required.

2.2.4 **Content:** The Concept Plan shall be developed in conformance with the City's Comprehensive Plan and Design Standards. It shall contain at a minimum, the general information as follows:

A. General

1. Contact Information of Subdivider
2. Deviations from City standards
3. Note any off site improvements
4. Expectations for City reimbursements

5. Special notes pertaining to the subdivision
6. Preparation date and subsequent revision dates

B. Sketch of Subdivision

1. Name of subdivision
2. Proposed zoning districts
3. General layout of lots, streets, drainage, sanitary sewer, and water mains
4. North arrow

2.3 Preliminary Subdivision Plan

2.3.1 **Overview:** The procedure to develop a Preliminary Subdivision Plan is designed to assist the Subdivider and the City with the efficient and timely development of lots and infrastructure throughout a subdivision. Plans will be evaluated for compliance with the City's Design Standards and comprehensive plans for development and infrastructure.

2.3.2 **Submission:** Upon review of the Concept Plan, the Subdivider may submit a Preliminary Subdivision Plan Application to the Authorized Official for approval. The Application shall include one (1) paper copy and one (1) electronic PDF file of the Subdivider's Preliminary Subdivision Plan, stamped and certified by an engineer registered in the State of South Dakota. Additional information may be required of the Subdivider to assist City Staff in their review. Support documents shall be provided at the request of the Authorized Official.

A petition for voluntary annexation shall accompany the Preliminary Subdivision Plan Application if any portion of the subdivision is considered contiguous to the City's corporate limits.

2.3.3 **Review and Approval:** The Preliminary Subdivision Plan shall conform to all chapters of the City's Design Standards. The paragraphs that follow outline the overall procedures for filing a Preliminary Subdivision Plan Application and review.

- A. Within ten (10) working days of receipt of an Application and fee, the Authorized Official will review the Application to determine whether it is complete.
- B. If the Authorized Official determines that the Application is incomplete, then the Subdivider shall be notified in writing of the specific deficiencies; and that the Application shall not be scheduled for review by the Planning Commission until all elements of the application are submitted.
- C. When the Authorized Official determines the Application to be complete, the Preliminary Subdivision Plan shall be distributed to the City Engineer for review of its content. Plans shall be reviewed within fifteen (15) days of distribution. If the Authorized Official determines the Preliminary Subdivision Plan does not meet the criteria required by these regulations, then the Subdivider shall be notified in writing of the specific deficiencies and that the application shall not be scheduled for review by the Planning Commission until all items are corrected.
- D. When the Authorized Official determines the Preliminary Subdivision Plan to be complete, it shall be reviewed by the Planning Commission at its next regularly scheduled meeting. There shall be a minimum of ten (10) working days between the completion of the Authorized Official's review period and the Planning Commission's scheduled meeting date. The Planning Commission shall review the Preliminary Subdivision Plan and recommend to the City Council to approve, approve with conditions, or deny the plan.
- E. The City Council, in taking action on a Preliminary Subdivision Plan, shall consider the recommendations of the Planning Commission at its next regularly scheduled meeting.

Approval of the Preliminary Subdivision Plan shall indicate City Council's approval of the general location of the lots, blocks, and streets including the interrelationship to proposed zoning districts or land uses. The City Council may elect to approve the Plan with conditions that are deemed necessary to fulfill the general purpose of these regulations under Article 1.2[MM3]. Any conditions included by the City Council shall be noted on a revised Preliminary Subdivision Plan which shall be submitted to the Authorized Official for administrative approval before any Engineering Submittal or Plat is submitted. The approved Plan shall be signed and kept on file in the Office of the Authorized Official.

2.4 Engineering Submittals

2.4.1 **Overview:** The approval of Engineering Submittals is a process designed to assist the Subdivider and the City with the efficient and timely development of infrastructure and final lot and block layout. Plans will be evaluated for compliance with the City's Design Standards and comprehensive plans for development and infrastructure.

2.4.2 **Submission:** Upon the Council's approval of the Preliminary Subdivision Plan, the Subdivider may submit an Engineering Submittal Application to the Authorized Official. The Application shall include one (1) paper copy and one (1) electronic PDF file of the Subdivider's Engineering Submittal, stamped and certified by an engineer registered in the State of South Dakota. Additional information may be required of the Subdivider to assist City Staff in their review. Support documents shall be provided at the request of the Authorized Official or City Engineer. At a minimum, the Subdivider shall include the following plans:

- A. Phasing Plan
- B. Grading Plan
- ~~C. Erosion Control Plan~~
- ~~D.C.~~ Storm Water Management Plan
- ~~E.D.~~ Sanitary Sewer Plan
- ~~F.E.~~ Water Distribution Plan
- ~~G.F.~~ Private Utility Plan
- ~~H.G.~~ Lighting Plan
- ~~I.H.~~ Access Plan
- ~~J. Striping and Permanent Signs Plan~~
- ~~K.I.~~ Final Lot and Block Layout
- ~~L.J.~~ Traffic Impact Study, if requested by City Engineer
- ~~M.K.~~ Ultimate Watershed Basin Study, if requested by City Engineer

2.4.3 **Review and Approval:** The Engineering Submittal shall conform to the approved Preliminary Subdivision Plan and all chapters of the City's Design Standards. Engineering Submittal Applications shall be reviewed and approved as follows:

- A. Within five (5) working days of receipt of an Application and fee, the Authorized Official will review the Application to determine whether it is complete.
- B. If the Authorized Official determines the Application is incomplete, then the Subdivider shall be notified in writing of the specific deficiencies; and that the application shall not be reviewed until all elements of the Application are submitted.
- C. When the Authorized Official determines the Application to be complete, the submittal shall be distributed to the City Engineer for review of its content. Plans shall be reviewed within fifteen (15) days of distribution. If the City Engineer determines the Engineering Submittal does not meet the criteria required by these regulations, then the Subdivider shall be notified in writing of the specific deficiencies and that the Application shall not be approved until all items are corrected.

D. When determined the Engineering Submittal is complete, the City Engineer shall notify the Subdivider and make approval in writing.

2.4.4 **Grading Permit:** After all Engineering Submittals are approved and prior to commencing earthwork activities, the Subdivider shall obtain a Grading Permit from the City.

2.4.5 **Construction Permit:** After all Engineering Submittals are approved and prior to connecting to or extending public infrastructure, the Subdivider shall obtain a Construction Permit from the City.

2.5 The Plat

- 2.5.1 **Overview:** Platting is the act of establishing tracts of land and legally recording them with the County Register of Deeds. The purpose of the Plat is to provide the Subdivider with the legal authority to begin transferring or building upon lots in a subdivision. Approving the Plat gives the City the opportunity to ensure all improvements necessary to serve the subdivision are installed in compliance with City standards or that adequate surety for their installation is acquired.
- 2.5.2 **Prerequisites:** Unless otherwise exempt or not applicable, the following shall be provided to the Authorized Official prior to approving the Plat:
- A. An approved Preliminary Subdivision Plan
 - B. Approved Engineering Submittals
 - C. An executed Subdivision Construction Agreement per 4.1.1[MM4]
 - D. Executed maintenance agreements for shared facilities per 4.1.2[MM5]
 - E. Contributions for public space per 4.1.3[MM6]
 - F. Platting and Cost Recovery Fees
 - G. Agreements for annexation per 4.1.4[MM7]
- 2.5.3 **Submission:** Upon approval of all prerequisites, the Subdivider may submit a Plat Application to the Authorized Official. The Application shall include one paper copy and one electronic PDF file of the Plat, stamped and certified by a Land Surveyor registered in the State of South Dakota. Additional information may be required of the Subdivider to assist City Staff in their review. Support documents shall be provided at the request of the Authorized Official.
- 2.5.4 **Review and Approval:** The Plat shall be considered for approval only after all prerequisites are approved. The Plat shall include the minimum criteria indicated in Article 3 [MM8].
- A. Within five (5) working days of receipt of the Plat Application and fee, the Authorized Official will review the application to determine whether it is complete.
 - B. If the Authorized Official determines that the application is incomplete, then the Subdivider shall be notified in writing of the specific deficiencies; and that the application shall not be reviewed until all elements of the application are submitted.
 - C. When the Authorized Official determines the application to be complete, the Plat shall be distributed to the City Engineer for review of its content. The Plat shall be reviewed within fifteen (15) days of distribution. If the Authorized Official determines the Plat does not meet the criteria required by these regulations, then the Subdivider shall be notified in writing of the specific deficiencies and that the Plat shall not be approved until all items are corrected.
 - D. When the Plat is determined as complete and is within the City's corporate limits,
 1. The Authorized Official shall notify the Subdivider in writing. The Subdivider shall deliver copies as required by the County Register of Deeds to the Authorized

Official for signature. The Authorized Official may elect to defer approval of any Plat to the City Council.

2. The Subdivider shall collect the remaining signatures and file the Plat with the County Register of Deeds.
- E. When the Plat is determined as complete and is within the unincorporated jurisdiction of the City,
1. The Subdivider shall deliver copies as required by the County Register of Deeds to the Authorized Official for signature. The Authorized Official shall schedule the Plat to be reviewed by the Planning Commission at its next regularly scheduled meeting. There shall be a minimum of seven (7) working days between the completion of the review period and the Planning Commission's scheduled meeting date. The Planning Commission shall review the Plat and recommend to the City Council to approve, approve with conditions, or deny the Plat.
 2. The City Council, in taking action on the Plat, shall consider the recommendations of the Planning Commission and approve, approve with conditions, or deny the Plat.
 3. If approved, the Subdivider shall collect the remaining signatures and file the Plat with the County Register of Deeds.

Article 3: Plat Criteria

3.1 In General

- 3.1.1 A Plat filed with the County Register of Deeds shall be drawn with waterproof, permanent black ink upon a sized mylar sheet per SDCL 11-3-10.
- 3.1.2 As allowed by SDCL 11-6-40, the City hereby requires that any parcel of land of less than forty (40) acres which is located within three (3) miles of its corporate limits, be platted prior to the sale or transfer of the land.
- 3.1.3 Plats shall conform to the Preliminary Subdivision Plan and Engineering Submittals of record. Either all or a portion of the final lot and block layout of the approved Engineering Submittals may be platted.

3.2 Map Content

- 3.2.1 Plats shall bear the following:

A. The proposed name of the subdivision, centered at the top of the page, describing the subdivision as required by SDCL 11-3-7. Plats outside of corporate limits shall include the section, township, range, and meridian. The name shall not duplicate, be the same in spelling, or alike in pronunciation with the name of any other recorded subdivision, unless it is an extension of or adjacent to said subdivision.

~~B. A description of the established lands, centered below the proposed name of the subdivision.~~

~~C. B.~~ Corner markers set by the surveyor per SDCL 11-3-2.

~~D. C.~~ All lots included in blocks shall be numbered in consecutive numbers starting with one, and the blocks shall also be numbered in consecutive numbers per SDCL 11-3-3

~~E. D.~~ The precise length and necessary angles of all lot and block lines, and the precise length and bearing angles of all subdivision boundary lines. The Plat shall include the length, central angle, and any other data necessary to properly survey any curve included on the Plat per SDCL 11-3-3.

~~F. E.~~ Acreage of each lot, parcel, or tract and the total acreage of the subdivision boundaries, together with any streets which shall divide or border the same per SDCL 11-3-3.

~~G. F.~~ Scale, north arrow, vicinity map, submittal date and, north point, ~~and legal description of the proposed subdivision.~~

~~H.G.~~ Adjoining unplatted property, labeled as such.

~~H.~~ The location and width of all proposed and existing rights-of-way, alleys, and easements.

~~I.~~ The boundary lines of the area being subdivided with accurate angles or bearings and distances tying the perimeter boundaries to the nearest established street line, section corner, other previously described subdivision, or other recognized permanent monuments which shall be accurately described on the Plat as required by SDCL 43-18, 43-20 and 43-21.

~~K.J.~~ Location of all monuments and permanent control points, and all survey pins, either set or located, as required by SDCL 43-18, 43-20 and 43-21.

~~K.~~ Existing building outlines to verify setbacks and lot area requirements, and ensure current and proposed easements are clear of obstructions. The Subdivider may submit a Site Plan in lieu of drawing buildings on the Plat.

3.3 Certificates Required

3.3.1 The following certifications and resolutions shall appear on the Plat followed by lines for the appropriate signature(s) and date:

A. Surveyor's Certificate:

Per SDCL 11-3-4, the Registered Land Surveyor who actually performed the survey or had the survey performed under his direct supervision shall certify that the Plat is in all respects correct and shall attach thereto his official seal as specified in SDCL 36-18A-45.

B. Owner's Certificate of Compliance:

Per SDCL 11-3-4, the landowner, or his duly authorized agent, shall certify that the Plat has been made at the request and under the direction of the landowner for the purposes indicated therein, that he is the owner of all land included therein, and that development of this land shall conform to all existing applicable zoning, subdivision, and erosion and sediment control regulations. This certification shall be acknowledged before some officer authorized to take the acknowledgement of deeds, and this acknowledgement shall be endorsed on the Plat.

C. Conveyance of Dedications and Grants:

The surveyor shall mark on the Plat any dedications or grants for the owner to certify. Where dedications or grants are intended for public use, the following language shall be included in the owner's certificate.

I hereby dedicate to the public for public use forever the streets, roads and alleys, parks and public grounds, if any, as shown on said Plat, including all sewers, culverts, bridges, water distribution lines, sidewalks, and other improvements on or under the streets, alleys, parks, and public grounds whether such improvements are shown or not. I also hereby grant easements to run with the land for water, drainage, sewer, gas, electric, telephone, or other public utility lines or services under, on, or over those strips of land designated hereon as easements[MM9] for the purposes of constructing, maintaining, repairing, and improving said facilities. The owner, their lessees and assignees shall, at their own expense, keep the easement area in good repair and clear of obstructions. No improvements of any kind may be erected within an easement which might interfere in any way with the proper maintenance, use, repair, reconstruction, and patrolling of the easement. This covenant shall run with the land.

I hereby certify that this plat will not place any existing lot or building in violation of any applicable ordinance, code, regulation, or law, including but not limited to zoning, building, subdivision, and flood prevention.

I hereby waive any rights of protest to any special assessment program which may be initiated for the purpose of installation of improvements required by the City of Hartford Subdivision Regulations.

D. Private Maintenance of Facilities

Where the subdivision contains facilities or services which are necessary to or desirable for the area, and which are of common use or benefit and which are not accepted for maintenance by an existing public agency, the surveyor shall include the following language on the Plat for the owner to certify:

I further grant that the private facilities as shown on said Plat will be privately maintained by the owner, their lessees and assignees. The owners, their lessees and assignees shall maintain private facilities at their own expense, keeping it in good repair and clear of obstructions. No improvements of any kind may be constructed within said private facility. This covenant shall run with the land.

Where private streets are shown, include the following:

I further grant and certify that the roadway shown as (Name of private road) is a private roadway easement which is hereby reserved as a permanent unobstructed access. Said street or road is for vehicular and pedestrian travel for the purpose of access to the abutting property. It is understood that the owner, their lessees and assignees, have the responsibility with respect to maintaining

said private street or road. Said grant is to run with the land and shall remain in effect until such street or road is accepted for public declaration. The owners, their lessees and assignees, of the property platted as (Name of property), shall at their own cost and expense keep and preserve said private street or road at all times in a good condition of repair and maintenance, and clear of snow and other obstructions and neither erect nor permit erection of any improvements of any kind within said private street or road which might interfere in any way with the property maintenance, use, repair, reconstruction, and patrolling of said private street or road.

If access easements are shown, include:

I further grant and certify that an access easement is hereby created as a perpetual common unobstructed access in favor of the lots abutting it. The easement is for vehicular and pedestrian travel over the roadway for the purpose of access to the abutting property. The owner, their lessees and assignees, shall maintain the easement area. They shall, at their own expense, keep the easement area in good repair and maintenance and clear of snow and other obstructions. No improvements of any kind may be erected within the easement area which might interfere in any way with the proper maintenance, use, repair, reconstruction, and patrolling of the access easement. This covenant shall run with the land.

E. Vacating Prior Plats

Where land is to be re-platted, the new Plat shall specifically describe all previous Plats sought to be vacated including the book and page or document number of all existing Plats in the County Register of Deeds Office. The new Plat shall specifically state that all previous Plats so listed are to be vacated in whole or in part per SDCL 11-3-20.2.

F. City Engineer’s Certificate

Include the following certificate

We, _____, City Engineer of the City of Hartford, do hereby certify that we did duly review and recommend approval of this plat on this day of _____, 20_____.

City Engineer
City of Hartford, South Dakota

G. Highway Authority’s Certificate

Each Street or Highway Authority having jurisdiction shall certify that the location of the proposed access to an abutting subdivision street(s) from the existing public street or highway is approved and any change in the location of said access street(s) shall require additional approval per SDCL 11-3-12.1.

F.H. Authorized Official Certificate

Include the following certificate per SDCL 11-3-6 for the Authorized Official:

I, _____, Authorized Official of the City of Hartford, do hereby certify that this Plat has been approved by me or my authorized agent and that the Finance Officer is hereby directed to certify the same thereon. Approved this _____ day of _____, 20____.

Authorized Official
City of Hartford, South Dakota

G.I. Finance Officer’s Certificate

Include the following certificate per SDCL 11-3-6 for the City Finance Officer:

I, _____, the duly appointed, qualified and acting Finance Officer of the City of Hartford, South Dakota, hereby certify that the certificate of approval is true and correct including the signature thereon, and that any special assessments which are liens upon the land shown in the above Plat, as shown by the records in my office, on this _____ day of _____, 20____, have been paid in full.

City Finance Officer
City of Hartford, South Dakota

~~**H.A. City Engineer’s Certificate**~~

~~Include the following certificate~~

~~We, _____, City Engineer of the City of Hartford, do hereby certify that we did duly review and recommend approval of this plat on this _____ day of _____, 20____.~~

~~_____
City Engineer
City of Hartford, South Dakota~~

~~I.A. Highway Authority's Certificate~~

~~Each Street or Highway Authority having jurisdiction shall certify that the location of the proposed access to an abutting subdivision street(s) from the existing public street or highway is approved and any change in the location of said access street(s) shall require additional approval per SDCL 11-3-12.1.~~

J. County Treasurer's Certificate

The County Treasurer shall certify that all taxes that are liens upon any land included within such Plat, as shown by the records of his or her office, have been fully paid per SDCL 11-3-9.

K. Director of Equalization

The County Director of Equalization shall certify that he or she has received a copy of such Plat per SDCL 11-3-9.

L. Register of Deeds

Every Plat shall bear a certificate of the County Register of Deeds indicating the date and time of recording. This certification shall also indicate the location of filing by plat book, page number or document number.

3.3.2 As required by SDCL 11-6-26, a Plat outside of the City's corporate limits but within its platting jurisdiction shall require the recommendation of the City's Planning Commission and the approval of the City Council. The following certificates shall be included on said Plat in lieu of the Authorized Official's approval.

A. City Planning Commission

Be it resolved by the Planning Commission of the City of Hartford, South Dakota that this plat be approved and that the same be presented to the City Council with the recommendation to adopt said plat. Approved this _____ day of _____, 20____.

Chairman
City of Hartford Planning Commission

B. City Council Resolution

Whereas this Plat has been examined by the City Council of Hartford and it appears to the City Council that the system of streets set forth therein conforms to the system of streets of the existing plats of the City, that all provisions of the City's subdivision regulations have been complied with, that all taxes and special assessments upon the tract or subdivision have been fully paid, and that such plat and the survey thereof have been executed according to law.

Now therefore, be it resolved by the City Council of Hartford, South Dakota that said plat is hereby approved, and the City Finance Officer is hereby directed to endorse on said plat a copy of this resolution and certify the same thereon. Approved this _____ day of _____, 20____.

Mayor
City of Hartford, South Dakota

Article 4: General Requirements

4.1 Assurances

- 4.1.1 **Subdivision Construction Agreement:** No Plat of any subdivision shall be approved until the Subdivider has executed a subdivision construction agreement as the responsible party to establish the responsibility and security for the construction and warranting of the public improvements required by these regulations in a satisfactory manner and within a period specified by the Authorized Official, such period not to exceed two years. [MM10] Sample language of the subdivision construction agreement is included in Appendix A.
- 4.1.2 **Maintenance Agreements:** Where the subdivision contains sewers, sewage treatment plants, water supply systems, park areas, storm drainage systems, road systems, or other facilities or services which are necessary to or desirable for the area, and which are of common use or benefit and which are not accepted for maintenance by the City, provisions shall be made by maintenance agreement for the proper and continuous maintenance and supervision of such facilities. A final and signed copy of the agreement shall be attached to each and every Plat having a facility or service covered by such an agreement. [MM11]
- 4.1.3 **Public Space Contributions:** The City recognizes the need for open space and recreational areas for the health and welfare of its citizens. Therefore, the City shall require a dedication of land for public use as parks, playgrounds, public open spaces, and/or trails prior to the approval of any Plat within the City's corporate limits. The minimum dedication of land shall be five percent of the entire land within the subdivision. Land to be dedicated shall be free of encumbrances such as floodways or restrictive easements. In lieu of the minimum dedication of land, the Authorized Official may require the Subdivider to contribute cash. The amount of the cash contribution shall be \$1000 per acre or fraction thereof being subdivided.
- 4.1.4 **Annexation [MM12]:** No Plat within the City's unincorporated jurisdiction shall be approved unless the Subdivider has filed a petition for annexation or executed an agreement to annex with the City Council. In general, annexation agreements shall be written to require the property to annex voluntarily at the request of the City and at the time the subdivision becomes contiguous with the City's corporate limits. All infrastructure shall be improved to meet the City's Design Standards at the time of annexation. Landowners within said subdivision shall be responsible for the cost of improvements. Annexation agreements shall be recorded with the County Register of Deeds at the time of platting.

4.2 Effective Period of Approval and Amendments

4.2.1 **Effective Period of Approval:** A Preliminary Subdivision plan or Engineering Submittal approved prior to the Plat shall have an effective period from the time of approval. The Plat shall not be approved after the effective period has expired for any of the Plans listed below:

- A. Preliminary Subdivision Plans – 4 years
- B. Engineering Submittals – 3 years

4.2.2 **Extensions:** Prior to expiration, the Subdivider may submit a request to extend the effective period of a plan to the Authorized Official. The Request shall include one paper copy and one electronic PDF file of the Plan. The Request and subsequent Plan shall be distributed to the City Engineer and reviewed within 15 working days. The Plan shall be subject to any new regulations or design standards in place at the time of the Request. If the Authorized Official determines the Plan does not meet the regulations or design standards in place at the time of the Request, then it shall be denied in writing. If the Authorized Official determines the Plan meets the regulations and design standards in place at the time of the Request, then the Authorized Official shall grant a two year extension to the effective period.

4.2.3 **Revisions and Amendments:** A revision to a plan of record shall be submitted to the Authorized Official for review. The Authorized Official shall distribute the Revisions to the City Engineer for review. Revisions shall be reviewed within ten (10) days of distribution and shall be reviewed to determine the impact to the plans of record. Should the Authorized Official determine the Revision to have minimal adverse impact, it shall be recorded and filed as an addendum to the plans of record.

Should the Authorized Official determine the impact of the Revision to be significant, an amendment shall be required. An Amendment shall be submitted and approved through the same process as required under Article 2[MM13]. Approved amendments shall be kept on file with the Authorized Official.

4.3 Exemptions

4.3.1 **Subdivision Plan Procedural Exemptions:** For the purpose of providing timely review, subdivisions that do not discernibly affect or are of minor impact to the surrounding properties, environmental resources, or public facilities, otherwise referred herein as a Minor Plat, shall be exempt from the Concept Plan and Preliminary Subdivision Plan portions of the approval process of Article 2[MM14]. The Subdivider may submit a Plat to the Authorized Official, in like form as required by Article 2.5.4 [MM15], to determine whether the Plat meets the definition of a Minor Plat. The Authorized Official shall review the Plat and decide within ten (10) days. Engineering Submittals or other information may be required of the Subdivider to assist City Staff in their review. Support documents shall be provided at the request of the Authorized Official. If the Authorized Official determines the Plat does not meet the definition of a Minor Plat, then the Subdivider shall be notified in writing that the Plat is denied. If the Authorized Official determines the Plat does meet the definition of a Minor Plat, then it shall be reviewed and approved in conformance with Article 2.5[MM16].

4.3.2 **Plat Exemptions:** Plats of the following form shall be exempt from all provisions of these regulations.

- A. **Cemetery Grave Plats:** A Plat or Plot which is filed and maintained as a permanent cemetery record.
- B. **H-Lots:** A Plat to facilitate the transfer of ownership from a property owner to a government entity for a public right-of-way.

4.4 Subdivisions within Unincorporated Jurisdiction

4.4.1 The City hereby elects to approve subdivision Plats outside of its corporate limits as allowed by SDCL 11-6-26. The City has adopted a Comprehensive Plan, which includes a major street plan that identifies the unincorporated area to be governed by municipal platting authority. A copy of the adopted Comprehensive Plan was forwarded to the Minnehaha County Commissioners through the Office of the County Auditor.

4.4.2 The City hereby discourages premature subdivision of land due to unavailability of urban services, higher energy consumption, premature and excessive loss of agricultural land, and inefficient delivery of basic government services. A Plat within the City's unincorporated jurisdiction that is considered by the City to be premature, to conflict with the purpose of these regulations, or to conflict with the City's Comprehensive Plan will be denied.

Article 5: Definitions

- 5.1.1 **Alley.** A public or private right-of-way which affords only a secondary means of access to abutting property and not intended for general traffic circulation.
- 5.1.2 **Annex.** The act of incorporating a territory into the corporate limits of the City.
- 5.1.3 **Annexation Agreement.** An agreement between a Subdivider and the City to identify stipulations for voluntary annexation at the time the City's corporate limits become contiguous with a subdivision.
- 5.1.4 **Authorized Official.** The person, officer, or official and his authorized representative, whom the City Council has designated as its agent for the administration of these regulations.
- 5.1.5 **Block.** A tract of land bounded by streets, or by a combination of streets and public parks, cemeteries, railroad rights-of-way, shorelines of waterways, or corporate limits of municipalities.
- 5.1.6 **Building.** Any structure having a roof, supported by columns or walls, for shelter or enclosure of persons or property.
- 5.1.7 **City.** The City of Hartford, South Dakota.
- 5.1.8 **Comprehensive Plan.** The long-range plan adopted by the City that describes and illustrates the goals, policies and objectives of the municipality to interrelate all functional and natural systems and activities relating to the development of the territory under its jurisdiction.
- 5.1.9 **Concept Plan.** A Concept Plan is a basic plan that is preparatory to the Preliminary Subdivision Plan.
- 5.1.10 **Contiguous.** Contiguous shall be as defined in SDLC 9-4-1.
- 5.1.11 **Corporate Limits.** The defined boundary or border of territory under jurisdictional power of the City.
- 5.1.12 **Dedicated.** A grant of land to the public for their perpetual use.
- 5.1.13 **DENR.** The South Dakota Department of Environment and Natural Resources.
- 5.1.14 **Design Standards.** The standards, specifications and requirements for public improvements adopted by the City.
- 5.1.15 **Easement.** Authorization by a property owner for the use by another, and for a specified purpose, of any designated part of the property. An easement is also a means to acquire a legal right for a specific use of land owned by others.
- 5.1.16 **Engineer.** A professional engineer, registered and in good standing with the State of South Dakota.
- 5.1.17 **Engineering Submittal.** A plan prepared and certified by an Engineer that describes and details improvements.

- 5.1.18 **Grading.** Excavating, filling or stockpiling soil.
- 5.1.19 **Homeowners Association.** An association or organization, whether or not incorporated, which operates under and pursuant to recorded covenants or deed restrictions through which each owner or a portion of a subdivision—be it a lot, parcel site, unit plot, condominium, or any other interest—is automatically a member or assessment for a prorated share of expense of the association which may become a lien against the lot, parcel, unit, condominium, or other interest or member.
- 5.1.20 **Improvement.** Changes and additions to land in effort to add value or use to benefitting real property.
- 5.1.21 **Lot.** A designated parcel, tract, or area of land established by Plat, subdivision, or as otherwise permitted by law, to be separately owned, used, developed, or built upon.
- 5.1.22 **Lot Line.** The line bounding a lot that divides one lot from another lot or from a public street or any other public space.
- 5.1.23 **Lot of Record.** A Plat that has been recorded in the office of the County Register of Deeds.
- 5.1.24 **Minor Plat.** A Plat that does not discernibly affect or is of minor impact to the surrounding properties, environmental resources, or public facilities and is necessary to transfer ownership of property. Typically, it involves the adjustment of common lot lines between several lots, consolidation of existing lots, or the resubdivision of previously platted lots. A Minor Plat does not conflict with the City’s Comprehensive Plan or any other plans previously approved by the City. It does not require the dedication of right-of-way, construction of new streets, or other public infrastructure.
- 5.1.25 **Owner.** The owner of real property as recorded by the County Register of Deeds
- 5.1.26 **Parcel.** Any contiguous quantity of land in the possession of, owned by, or recorded as the property of the same claimant, person, or company.
- 5.1.27 **Planning Commission.** As duly appointed by the Mayor and confirmed by the City Council.
- 5.1.28 **Plan of Record.** A Preliminary Subdivision Plan or Engineering Submittal adopted or approved by the City or their authorized agents in conformance with these regulations.
- 5.1.29 **Plat.** A map, or representation on paper or transferable to paper (e.g., electronic) of a piece of land subdivided into lots, parcels, tracts, or blocks, including streets/roads, commons, and public grounds, if any, all drawn to scale and complete with all irrevocable offers of dedication.
- 5.1.30 **Preliminary Subdivision Plan.** A Plan indicating the Subdivider’s intentions for subdividing and improving land.
- 5.1.31 **Prerequisite.** A required prior condition for final approval.
- 5.1.32 **Private Street/Road.** A roadway that has not been dedicated for public use, but rather reserved by platting of a lot or by a private easement. The private street or road shall be owned and maintained by the property owners which it serves.

- 5.1.33 **Re-Plats.** The adjustment and/or vacation of property lines which reallocates or consolidates land area of contiguous lots or parcels, provided that the adjustment or vacation of property lines, sites, or other divisions of land under stated conditions of these regulations.
- 5.1.34 **Right-of-Way.** A strip of land defined by right of way lines on a Plat that is intended to be occupied by a street, recreation trail, utility lines, or other similar use and to be used by the public.
- 5.1.35 **Street.** A public thoroughfare that affords the principal means of egress to abutting property. This term may be used interchangeably with “avenue”, “boulevard”, “drive”, “highway”, “road”, or “roadway”.
- 5.1.36 **Structures.** Anything constructed or erected with a fixed location on the ground, or attached to something having a fixed location on the ground. Among other things, structures include buildings, walls, fences, and signs.
- 5.1.37 **Subdivider.** The owner of land proposed to be subdivided or its authorized agent who shall have express written authority to act on behalf of the owner. Consent shall be required from the legal owner of the premises.
- 5.1.38 **Subdivision.** The division or re-division of land into two or more lots, tracts, parcels, sites, condominiums, or divisions for the purpose of sale, lease, or transfer of ownership.
- 5.1.39 **Subdivision Construction Agreement.** A contract entered into by the Subdivider and the City by which the Subdivider warrants and promises to complete the required public improvements within the subdivision within a specified time period.
- 5.1.40 **Surveyor.** A professional land surveyor, registered and in good standing with the State of South Dakota.

Appendix A: The Subdivision Construction Agreement

APPENDIX A: SUBDIVISION CONSTRUCTION AGREEMENT

The requirements contained herein shall apply to Public Improvements for subdivisions or for connection to subdivisions built privately and to be dedicated to the City of Hartford ("City"). The intent of these requirements is to set forth the security to be provided relative to the construction of Public Improvements. Any capitalized terms not defined herein, but defined in City Ordinance, shall have the meaning as defined in the City Ordinance.

THIS AGREEMENT ("Agreement") is made this _____ day of _____ 20____, between the City of Hartford, South Dakota (hereinafter referred to as "City") and _____, its heirs, executors, administrators, successors, transferees, and assigns jointly and severally (hereinafter referred to as "Responsible Party") and is effective upon signature of the Mayor of the City.

Declarations

WHEREAS, _____ is the Owner or Developer of certain lands subject to jurisdiction of the City (hereinafter referred to as "Owner" or "Developer"); and

WHEREAS, the City wishes to prevent the use of public funds to complete private developments; and

WHEREAS, the City requires the execution of this agreement as a prerequisite to approval of the Plat of the subdivision or the issuance of a Construction Permit authorizing the commencement of construction activities; and

Complete one of the following:

_____ WHEREAS, the Responsible Party wishes to proceed with construction of the required Public Improvements before platting and has submitted, and the City has approved construction documents for the subdivision identified as _____ Addition Phase _____, which are hereby attached to and made part of this agreement. Also, attached and hereby made part of this agreement is a draft of the final, unrecorded plat, identifying the property to which this Agreement applies; or

_____ WHEREAS, the Responsible Party wishes to proceed with platting of _____ (Legal Description) prior to installation of the required Public Improvements of which the final, unrecorded plats, signed by the Owner are hereby attached to and made part of this Agreement. The Responsible Party has submitted and the City has approved engineering

submittals or construction documents identified as _____
Addition Phase _____, which are hereby attached to and made part of this Agreement. The Responsible Party will have approved construction documents prior to issuance of the Construction Permit.

NOW, THEREFORE, in consideration of the above, the City and Responsible Party hereby agree as follows:

1. Definitions—The Definitions Set Forth Herein Shall Apply Solely To This Agreement.

- A. Authorized Official. The City Planning and Zoning Administrator for the City.
- B. City Engineer. The City Engineer for the City or his or her authorized representative.
- C. City Ordinance. Revised Ordinances of the City of Hartford, South Dakota, as adopted and as amended from time to time.
- D. Construction Permit. The permit required prior to connecting to or extending city infrastructure; including but not limited to street grading, roadway base, curb and gutter, asphalt or concrete surfacing, drainage and flood control, water and sanitary sewer, sump pump collection, or other such improvements in proposed subdivisions or which connect proposed subdivisions.
- E. Construction Season. The time of year between May and November when construction typically occurs.
- F. Contractor. A person, partnership, or entity hired by the Responsible Party to construct Public Improvements.
- G. Developer. The owner of land proposed to be subdivided or its authorized agent who shall have express written authority to act on behalf of the owner. Consent shall be required from the legal owner of the premises.
- H. Acceptance. A resolution by the City Council to accept improvements for maintenance.
- I. Plat. The plat approved by the City pursuant to the City’s Subdivision Ordinance.
- J. Performance Security. The financial security as provided for herein to ensure that all Public Improvements are completed by the Responsible Party or as provided herein.
- K. Public Improvements. Are those improvements which will be accepted for operation and maintenance by the City and shall include, but not be limited to, street grading, roadway base, curb and gutter, asphalt or concrete surfacing, drainage and flood control, water and sanitary

sewer, sump pump collection, roadway lighting or other such improvements in proposed subdivisions.

L. **Responsible Party.** A responsible party means any person seeking to plat a subdivision, including but not limited to (a) owners holding the land for investment purposes, who are not engaged in construction and not holding themselves out as real estate developers, and (b) any developer who is holding or purchasing the land primarily for sale to customers in the ordinary course of business and who is seeking to subdivide property or obtaining a construction permit authorizing the commencement of construction activities for a subdivision. A responsible party must file and comply with subdivision plans and other requirements under this chapter (including entering into a Subdivision Construction Agreement and posting a suitable Performance Security and/or Warranty Security, as applicable), regardless of whether such requirements refer to an “Owner” or “Developer” or both.

M. **Warranty Period.** The two (2) year period from the date of acceptance by the City Council.

N. **Warranty Security.** The financial security as provided for herein to warrant all Public Improvements as more fully provided for herein by the Responsible Party or security provider as set forth herein.

2. Time Period for Construction.

The Responsible Party shall complete construction of all Public Improvements in accordance with the approved plans, specifications and standards within two (2) years of the date of this Agreement. At the Responsible Party’s request, the City Council may extend the time period in which to complete the construction for one additional year if the City Council determines that such an extension is justified. The City Council may allow for an additional extension in cases of extreme hardship as set forth in Section 6 herein.

3. Construction Permit.

Prior to the start of work, the Responsible Party shall obtain a Construction Permit from the City allowing the Responsible Party to connect to or extend City infrastructure within the specified subdivision. The Construction Permit shall be kept valid for the term and any extension of this Agreement. Should the Construction Permit terminate for any reason, before continuing work the Responsible Party will be required to revise the plans to meet the current standards and obtain a new Construction Permit.

4. Performance Security.

The Responsible Party understands and agrees that the City will not approve any Plat within the identified subdivision until all Public Improvements are completed and accepted in accordance with this Agreement, unless prior to any Plat, the Responsible Party executes a Performance Security in favor of the City in the amount of 100 percent of the Engineer’s Estimate to construct the Public Improvements not yet installed and accepted by the Engineer.

The Responsible Party shall use the Performance Security form and/or criteria approved by the City Attorney. The Performance Security shall be secured in favor of the City by one of the following methods:

- A. Escrow account.
- B. A bond issued by a Corporate surety licensed and authorized to do business in the State of South Dakota as surety and subject to written approval by the City Attorney which approval shall be at its sole discretion.
- C. Irrevocable letter of credit.

Any facilities that will be or has been furnished and installed by the City and has not been paid for must also be included in the Engineer's Estimate and Performance Security prior to platting.

The Responsible Party shall utilize the form provided by the City relative to the escrow account, irrevocable letter of credit, or bond methods of security. Said agreement(s) must be elected and signed at the inception of this Agreement.

5. Performance Security Reductions.

A Performance Security may be reduced prior to Acceptance of all required Public Improvements. To qualify for a Performance Security reduction, the completed Public Improvements must be completed in compliance with the approved plans, specifications, and standards as determined by the City Engineer.

Each reduction allowed will be in the amount of the estimated cost, prepared and certified by the Responsible Party's engineer, of the part of the subdivision improvements accepted in writing by the City Engineer. In no event shall the Performance Security be reduced to less than 10 percent of the Engineer's Estimate for all subdivision improvements until all Public Improvements are completed, accepted by the City Engineer, and the Warranty Security is in place.

A request for reduction in the Performance Security may be made no more frequently than every 30 days. Upon receipt of a reduction request, the City Engineer will respond to the Responsible Party within 7 working days approving or denying the request.

6. Engineer's Estimate.

The engineer retained by the Responsible Party ("Responsible Party's Engineer") shall prepare and provide an itemized estimate ("Engineer's Estimate") to construct the Public Improvements. The Responsible Party's Engineer shall be a professional engineer, P.E., licensed to work in the state of South Dakota. The Engineer's Estimate shall be itemized to clearly indicate the value of improvements proposed. Proof of actual costs may be utilized to develop the Engineer's Estimate.

The Engineer's Estimate will be subject to the approval of the City Engineer. In the event there will be oversizing or material reimbursement payments made by the City to the Responsible Party, said payment may be shown as a credit in arriving at the Engineer's Estimate.

7. Facilities by Others

In addition to the cost of all public improvements, the Engineer's Estimate shall include costs anticipated by private entities such as utility companies. Charges from each respective utility shall be itemized on the Engineer's Estimate.

8. Preconstruction Conference

Before any Work at the Site is started, a conference attended by Responsible Party, Contractor, City and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss schedules and procedures. The Responsible Party shall schedule, invite and conduct the conference.

9. Authority of the City Engineer.

As the representative of the City, the City Engineer is in charge of engineering details and administration of the Public Improvements. Work shall be performed to the satisfaction of the City Engineer. The City Engineer will decide questions which may arise as to the quality and acceptability of materials furnished, work performed, all questions which may arise as to the interpretation of documents, and all questions as to the acceptable fulfillment of this Agreement on the part of the Responsible Party. The City Engineer has the authority to reject defective material and work.

The City Engineer will have the authority to suspend the work wholly or in part, by written suspension order, for failure to carry out conditions of this agreement, for failure to carry out orders, for conditions considered unsuitable for the prosecution of the work, or for other conditions or reasons determined by the City to be in the public interest.

The City Engineer's decision shall be final but shall be subject to appeal pursuant to Hartford City Ordinance.

10. Coordination of Documents.

The construction documents are hereby made a part of this Agreement in their entirety.

The coordination of these documents is an essential part of the Agreement. A requirement occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe and provide for a complete work. For discrepancies, the items shall prevail, or govern, in the following descending order:

- A. Subdivision Construction Agreement.
- B. City of Hartford Design Standards
- C. Construction Documents

Nothing contained herein shall relieve the Responsible Party of complying with other requirements imposed by Hartford City Ordinance or as otherwise legally or contractually required.

11. Cooperation by Responsible Party.

The Responsible Party shall give the work the constant attention necessary to facilitate the progress and shall cooperate with the City Engineer and City Inspectors ("Inspector(s)"). The Responsible Party shall not take advantage of apparent errors or omissions in the plans and specifications. If the Responsible Party discovers an error or omission, the City Engineer shall be immediately notified in writing or via email. The City Engineer will make corrections and interpretations as necessary to fulfill the intent of the plans and specifications.

12. Duties of the Inspector.

Inspectors employed by the City are authorized to inspect work and materials furnished by the Responsible Party. Inspection may extend to any part of the work, preparation, fabrication, or manufacture of the materials to be used. The Inspector is not authorized to alter or waive the conditions of this Agreement. The Inspector is not authorized to issue instructions contrary to the plans and specifications or to act in a supervisory capacity for the Responsible Party. The Inspector will have the authority to reject work or materials until any questions at issue can be referred to and decided by the City Engineer.

Neither the City's authority to inspect all work nor any actual inspections performed by the City during the course of construction shall constitute an acceptance of work performed or operate to relieve the Responsible Party and/or Contractor's obligation to construct the project in compliance with the plans and specifications.

13. Inspection of Work.

The Responsible Party shall request, schedule, and otherwise coordinate all required inspections, tests, or approvals with the Inspector and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The Inspector shall be allowed to enter upon Responsible Party's property and have access to the work site to inspect during all hours and shall be furnished with such information and assistance by the Responsible Party as is required to make a complete and detailed inspection. The Inspector will provide a list of required inspections at the request of the Responsible Party.

The City shall employ and pay for inspection services required by the Construction Documents or by the City's standard procedures except for costs incurred due to failed inspections. The Responsible Party shall pay all claims, costs, losses and damages arising out of or relating to failed inspections.

14. Materials.

All materials and equipment furnished under this Agreement shall be new unless approved in writing by the City Engineer. Materials used shall conform to requirements of the approved plans, specifications, and standards. The City retains the right to perform any and all record testing which may be deemed necessary or advisable by the City Engineer. To expedite the inspection and testing of materials, the Responsible Party may notify the City Engineer of proposed sources of materials prior to delivery. Work in which unapproved materials are used shall be performed at the Responsible Party's risk and are subject to inspection, testing, or rejection. Copies of tests will be furnished to the Responsible Party's representative when requested.

Samples taken and tests made will be in accordance with the most recent standard or tentative standard methods of AASHTO, ASTM, and the "South Dakota Department of Transportation, Materials Manual—Sampling and Testing Procedures" ("SDDOT's Materials Manual"). Samples will be taken and tests made by a representative of the City and at the City's expense except as otherwise stipulated.

If a discrepancy exists, the order of precedence is as follows:

- A. SDDOT's Materials Manual.
- B. AASHTO.
- C. ASTM.

15. Conformity with Plans and/or Specifications.

Work performed and materials furnished shall conform to the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans, specifications, or other documents.

If the City Engineer finds the materials furnished, work performed, or the finished product is not in full conformity with the plans and specifications, resulting in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or corrected by and at the expense of the Responsible Party.

If the City Engineer finds the materials furnished, work performed, or the finished product is not in full conformity with the plans and specifications but that reasonably acceptable work has been produced, he shall then determine if the work shall be accepted and remain in place. If acceptable, the City Engineer will document the basis of acceptance and provide an amount of compensation to become due to the City for allowing the work to remain in place and the same shall be signed by the Responsible Party and may be taken from the Performance Security. Should the Responsible Party not agree, the work or materials shall be removed and replaced or corrected by and at the expense of the Responsible Party. Items of work that may have an impact on public use or public safety that are accomplished contrary to specifications shall be corrected immediately.

16. Remedies for Substandard Work and/or Materials.

Work which does not conform to the requirements of the plans and specifications will be considered as unacceptable, unless otherwise determined acceptable under the provisions of Section 17.

Unacceptable work, whether the result of poor workmanship, use of defective materials, or damage through carelessness or other cause, shall be removed immediately and replaced in an acceptable manner.

17. Revisions to the Approved Construction Documents.

The Responsible Party may revise the approved construction documents as necessary to complete the subdivision improvements, provided the changes are reviewed and approved per the City's standard processes. If the revisions result in increased liability to the City, the City Engineer may withhold

performance security reductions or require increases in the Performance Security until such work is completed and accepted by the City. If the revisions result in a liability decrease, the performance security may be reduced in accordance with Section 5 of this agreement.

18. Responsible Party and/or Contractor Employees, Methods, and Equipment.

A. Workers:

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Any person employed by the Responsible Party and/or by any Contractor who does not perform assigned work in a proper and skillful manner, or who is intemperate or disorderly, shall be removed from the project forthwith by the Responsible Party upon written order of the City Engineer and shall not be employed again on any portion of the work without the City Engineer's consent. Should the Responsible Party fail to remove such person, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the City Engineer may suspend the work until the Responsible Party has complied with the order(s).

B. Methods and Equipment:

- (1) The methods and equipment used by the Responsible Party and/or Contractor shall produce a satisfactory quality of work. Equipment used on any portion of the project shall be such, and its use so regulated, that no serious or irreparable damage to the roadway, adjacent property, or other streets or highways will result from its use. If damage does occur to these areas, suitable repairs shall be made at the Responsible Party's expense.
- (2) When the methods and equipment to be used by the Responsible Party and/or Contractor in accomplishing the construction are not prescribed in the plans, specifications, or standards, the Responsible Party and/or Contractor is free to use any methods or equipment that will accomplish the work in full conformity with the requirements of the approved plans, specifications, and standards, as demonstrated to the satisfaction of the City Engineer.

19. Acceptance and Warranty of Improvements.

- A. When all required Public Improvements are complete, Responsible Party shall submit a written request for a final inspection. Within seven (7) working days of the request, the City Engineer will complete an inspection; and will notify Responsible Party in writing of all particulars in which the inspection reveals that the work is incomplete or defective. Responsible Party shall immediately take such actions as are necessary to complete such work or remedy such deficiencies. After Responsible Party has, in the opinion of the City Engineer, satisfactorily completed all required public improvements in accordance with the approved construction documents, and standards, including those corrections identified during the final inspection, the City Engineer shall provide a written certificate of completion of those Public Improvements to Responsible Party.

Upon issuance of the certificate of final completion to the Responsible Party and execution of applicable warranty securities, set forth in Section 217, the Authorized Official shall prepare a resolution for the City Council to accept the installed public improvements and begin the warranty period. The resolution shall be placed on the next City Council agenda for action.

- B. Responsible Party shall warrant all improvements free from defects for a time period of two years from the date the City Council accepts by resolution said public improvements.
- C. Exceptions for Extreme Hardship:

(1) Extreme Hardship.

The Responsible Party may submit a written request to the City Council requesting an exception to the installation of the required Public Improvements within the specified timeframe when installation of said improvements will create an extreme hardship for the Responsible Party. The City Council will have sole discretion in determining if an extreme hardship exists. If the City Council determines an extreme hardship exists, the City Council will determine the length of time the installation of the improvements will be allowed to be delayed up to a maximum of five years from the date of such determination. The City Council may require a Performance Security be provided for an amount of up to one hundred percent (100%) of the cost of the improvements not completed plus projected inflationary costs for said Public Improvements.

(2) Extension of Warranty Periods.

Warranty Security in the amount of ten percent (10%) of the original Engineer's Estimate for all the work will be required to remain in place until all warranty periods, including delayed installation improvements, have been completed with the following exception: if the original Warranty Periods have expired and the cost of the delayed installation improvements are less than the warranty security, then the Warranty Security for the delayed installation warranty improvement security may be reduced to one hundred percent (100%) of the cost of the delayed installation improvements.

20. Acceptance Limitation.

The acceptance of a Public Improvement shall in no way constitute an assumption by the City of liability for defects in the improvement. By accepting the improvement, the City does not warrant or guarantee the Public Improvement has been properly designed or constructed, or waive any claims relating thereto. Any errors or omission of the Responsible Party, the Responsible Party's Engineer, or the Contractor shall not be the responsibility of the City.

21. Warranty Security.

The Responsible Party understands and agrees that the City will not accept, and therefore, will not maintain any improvements within the identified Subdivision until said improvements are found free of defects for the required Warranty Period, unless prior to any platting the Responsible Party executes a Warranty Security in favor of the City for ten percent (10%) of the Engineer's Estimate for the

duration of the Warranty Period(s). The Responsible Party shall use the Warranty Security form approved by the City Attorney. Each Warranty Security required by this Agreement shall be secured in favor of the City by one of the following methods:

- A. Escrow account.
- B. A bond from a Corporate surety licensed and authorized to do business in the State of South Dakota as surety and subject to written approval by the City Engineer which approval shall be at its sole discretion.
- C. Irrevocable letter of credit.

The Responsible Party is not required to provide a warranty for facilities furnished and installed by the City. However, the cost of the same shall be used for purposes of calculating the ten percent (10%) Warranty Security as set forth herein.

22. Warranty Inspections.

Prior to the expiration of the Warranty Period, the City Engineer will conduct an inspection. A written list of warranty repairs will be prepared and presented to the Responsible Party. The Responsible Party will be responsible to notify the City Engineer in writing when the warranty repairs have been completed and the Engineer shall inspect the same within ten (10) business days of such notice. The City Engineer will verify the warranty repairs have been completed and provide written correspondence acknowledging acceptance of the warranty repairs. The Warranty Security will remain until all warranty repairs have been completed and accepted by the City Engineer.

23. Maintenance of Traffic and the Premises.

Unless otherwise specified, the Responsible Party shall be solely responsible for maintaining the premises being subdivided in a safe condition and for keeping the project secured from public use until work is complete. Measures to adequately restrict public access must be used and maintained by the Responsible Party. If the requirements call for public access, the Responsible Party shall install and maintain appropriate controls as required. The Responsible Party shall be responsible for installation and maintenance of any barricades or warning signs required until Acceptance is granted and permanent signage is in place. The Responsible Party shall notify the City Engineer ten (10) business days prior to the need for permanent signage.

Until Acceptance is granted, the Responsible Party shall be responsible for maintaining traffic throughout the subdivision.

24. Maintenance of Improvements.

Responsible Party shall be responsible for maintaining all improvements until the time of acceptance by the City Council. Any damage to work caused by Responsible Party's maintenance shall be subject to repair or replacement. Snow removal and street sweeping shall be Responsible Party's

responsibility for maintenance. Responsible Party may contract separately from this Agreement with the City to provide snow removal and street sweeping services.

In the case of an emergency repair where, in the judgment of the City, delay would cause serious loss or damage, repairs may be made without notice being sent to the Responsible Party, and the Responsible Party shall pay the cost thereof.

25. Asphalt Paving.

Where asphalt streets are to be constructed, the final lift of asphalt shall be installed one Construction Season after ~~the previous lift of asphalt~~ all the underground infrastructure, such as sewer and water systems, is constructed.

26. Building Permits and Occupancy

Applications for building permits will be denied until sanitary sewer service is constructed to the property and curb and gutter for street systems adjacent to the property is constructed. Occupancy requests will be denied until the adjacent street servicing the property is paved with concrete or is paved with the first lift of asphalt.

26:27. Transfer of Responsibility.

In the event of the sale, conveyance, or transfer of the Subdivision or any portion thereof, the City will not release the Responsible Party from its obligations under this Agreement and will continue to hold the Responsible Party responsible for all Public Improvements until a successor in interest to the Responsible Party has posted a suitable Performance Security and/or Warranty Security, as applicable, and entered into an Agreement to Construct Subdivision Improvements with the City. The Responsible Party may also assign over its Performance Security with the written consent of the City, which consent shall not be unreasonably withheld to cover said Public Improvements.

27:28. Failure to Complete the Required Improvements.

In the event the Responsible Party shall fail or neglect to fulfill the obligations under this Agreement, the City shall have the right to construct or cause to be constructed the Public Improvements specified herein, as shown on the Plat and in the plans and specifications as approved, and the Responsible Party shall be liable to pay to and indemnify the City, the total cost to the City thereof, including but not limited to, engineering, attorney fees, and contingent costs together with any damages, either direct or consequential, which the City may sustain on account of the failure of the Responsible Party to carry out and execute all of the provisions of this Agreement and any agreements referenced herein. The City shall have the unconditional right to call upon the Performance or Warranty Security for the purposes specified and in the amounts enumerated herein.

If the Responsible Party fails to or refuses to complete the Public Improvements under the terms of this Agreement by the dates required, the City may upon written notice to Responsible Party at any time (or times) execute against the Performance or Warranty Security for those funds it deems necessary to complete the work—whether by the City, a private company, or a public agency—upon certifying that the Responsible Party has not completed the Public Improvements. The certification shall be made by a notarized statement signed by the City Engineer or his designated agent.

If the City takes over the completion of the Public Improvements because of the Responsible Party's failure or refusal to complete the same, and if the bond, escrow, or letter of credit posted is insufficient to complete the Public Improvements and cover the Warranty Security, the Responsible Party shall be liable to the City upon demand for the additional funds necessary to complete or repair the Public Improvements according to the plans and specifications.

If the City performs, or has performed on its behalf by a private company or a public agency, the Public Improvements specified in the plans and specifications, and if the final costs of the Public Improvements to the City including, but not limited to, administrative costs, is less than the amount drawn against the bond or letter of credit after withholding a sum sufficient to cover the Warranty Security, then the City shall refund the excess to the Responsible Party or surety within thirty days from completion and acceptance of the Public Improvements.

28.29. Breach of Agreement.

A. The following non-inclusive list shall constitute a breach of this Agreement:

- (1) Failure by the Responsible Party to complete the Public Improvements within the contract period or any extension thereof.
- (2) Failure or refusal by the Responsible Party to comply with an order of the City Engineer within a reasonable time.
- (3) Responsible Party's disregard of laws, ordinances, or instructions of the City Engineer.
- (4) Failure or refusal by the Responsible Party to remove rejected materials.
- (5) Failure or refusal by the Responsible Party to replace, perform anew, or correct any defective or unacceptable work.
- (6) Bankruptcy or insolvency of the Responsible Party, or the making of an assignment for the benefit of creditors by the Responsible Party.
- (7) Failure by the Responsible Party to carry on the work in an acceptable manner.
- (8) Any other breach of a material provision of this Agreement.

Upon Responsible Party's breach, the City shall be entitled to give notice of default to the Responsible Party and security provider, if any. The notice of default shall indicate how the Responsible Party has breached and shall indicate what action the Responsible Party must take to cure such breach. The Responsible Party shall have fifteen (15) days to take substantial action to cure such breach.

B. If the Responsible Party does not, within the time for cure provided in the notice of default, take substantial action to cure such breach, the Responsible Party shall, at the written direction of the

City Attorney, relinquish possession and control of the work, and the City shall thereupon have full power and authority, to terminate the contract, to take over the completion of the work, to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as in the City's opinion may be required for the performance of said contract, or completion of Public Improvements, in an acceptable manner.

- C. The Responsible Party and its security provider shall be liable for all outlay and expense incurred by the City, together with the costs of completing the Public Improvements, and such costs may be deducted from any monies due or which may become due to the Responsible Party. In case such outlay and expense exceeds the sum that would have been payable under the Warranty Security, or to the extent said Warranty Security fails to make payments, the Responsible Party shall be liable for and shall pay to the City the amount of said sums.

- D. Neither the City, nor any officer, agent, nor employee thereof, shall be in any way liable or accountable to the Responsible Party or the Responsible Party's security provider for the method by which the completion of said Public Improvements, or any portion thereof, may be accomplished, or for the price paid therefore. Neither by taking over the work nor by declaring a default, shall the City forfeit the right to recover damages from the Responsible Party for failure to complete the Public Improvements.

CITY OF HARTFORD:

Mayor

Date: _____

ATTEST:

Finance Officer

Hartford Fire City Council Report

7-21-2020

Total calls 48

Calls in Hartford 16

Training

EMS—Endocrine emergencies, apparatus safety, hygiene and personnel safety

Fire—Hydrant pump operations, Drafting pump operations, hose deployment



9th Street Improvements

The City approved a resolution of necessity to construct improvements along 9th Street from Mundt ave to Vandemark Ave. Improvements include new water mains, sanitary sewer extension and roadway improvements. The roadway will be constructed with curb and gutter and asphalt pavement. Zacharias Construction was awarded the construction contract. The project is scheduled to be complete late September.

Update | Construction began July 6th and is underway. Underground facilities are being constructed and will continue into the week of July 20th. At this time, sanitary sewer facilities are complete and water main installation is in progress. Once underground facilities are complete, the contractor will begin excavating the roadway and preparing for the installation of gravel base. Temporary gravel access is being maintained to adjacent properties.

Industrial Park Sanitary Sewer Extension

The scope of this project is to construct and extend sanitary sewer facilities to the City's industrial park located at the intersection of Western Avenue & 258th Street. The extension is approximately 1.3 miles in length.



Update | Construction documents are complete and ready to bid. Stockwell staff continue to coordinate with landowners as needed to procure easements. One easement remains on the project. Drafts of easement documents were received from the landowner and are under review. City staff is investigating additional funding sources for the project. Stockwell is assisting City in preparing the Preliminary Engineering Report for a grant from the U.S. Economic Development Administration.



Ruud and Opal Lane Intersection Improvements

The scope of this project is to improve surfacing at the Ruud and Opal intersection. Work will generally include removing the asphalt, repairing underground storm sewer infrastructure, and restoring it to grade. Zacharias Construction was awarded the construction contract. The project is planned to be complete by late August.

Update | A Preconstruction meeting was held with the Contractor on June 29th. Work is expected to begin July 27th. Adjacent property owners as well as residents along Trojan Avenue were notified of the work. Temporary access will be constructed to accommodate traffic.

CIP Updates and Rate Study

The scope of this project is to update the city's CIP and conduct a rate study analysis on the water and sewer fund. Stockwell staff will assist with cost estimates and project planning in an effort to evaluate and budget for future projects.

Update | The 2020 CIP was finalized and delivered to City Staff. Stockwell will begin to evaluate water and sewer rates as the WWTF project progresses.

Waste Water Treatment Facility

The 2017 Master Plan for Wastewater Collection & Treatment recommended planning for a new treatment facility. The recommended location for the treatment facility is downstream of the existing facility and southeast of the City. This project includes investigation of potential treatment facility site locations and negotiations with property owners for the purchase of land.

Update | Soil borings for the project are complete and awaiting a final report. Environmental agencies were notified of the project and are expected to respond in the coming month. Wetland delineation services are in progress as well.

Mickelson Road Improvements

The Mickelson Road project was a full reconstruction of the roadway and utilities from Patrick Avenue to Hwy 38. The construction was completed in 2019. The remaining scope of the project is working with FEMA to map the revised floodway and floodplains of the creek that passes under Mickelson Road through the new box culverts.



Update | The LOMR application was submitted to FEMA for review and approval. Stockwell is awaiting a response from the reviewer with comments, questions, or approval. If no additional info is required, a final determination will be issued within 90 days.

Vandemark Avenue

Update | Warranty inspections are underway along last year's Vandemark Avenue project. Areas in need of repair will be marked and forwarded to the Contractor. Numerous areas of reseeding were noted throughout the project. Affected property owners were notified that the Contractor will reseed those areas once the weather cools and the seed windows open in mid to late August.

Force Account

Stockwell provides services to city staff as needed under a force account agreement. Services typically include plan reviews, costs estimates or other routine services as requested. Plan reviews typically include preliminary plans, conditional use requests, site plans, engineering documents and plats.

Update | Recent force account work includes the following: Feyder Ave Flood Plain ▪ EDA Grant Assistance ▪ Knapp's Landing Plat Review ▪ TAP Assistance ▪ Design Standard Updates ▪ Barker Addition Site Plan Review ▪ Ironwood Estates Easement Research

Action | Updates to the City's subdivision regulations will be presented to the Council for consideration.

Maintenance Report – 7/7/2020

July 15, 2020

Streets

Slurry seal – We are scheduled for second week in August at this time.

Roads – We have some alley work to do, which we are hoping to work on next week.

Equipment- All of the equipment is running well.

I-90 – The last e-mail we received from Steve Gramm with SDDOT stated everything is moving along.

Hwy 38 – No updates on this.

Signage – We received a Fatality Marker from the Department of Public Safety to install along S Main Ave. This is to mark the spot of the fatal accident that happened in February.

Downtown lights – We are wrapped up with this project at this time.

Mosquito fogger – Jesse had the fogger out this week, we will continue to monitor and spray as needed throughout the summer.

Street sweeping – Alan had the sweeper out this week. We will, or planning on having it out at least once a week.

Speed trailer – The speed trailer is out on Vandemark Ave. We will be changing it to face north next week.

Drainage areas – Terry has started working on the drainage areas. They have been weed whipping the cattails and also started spraying them. We will be cleaning inlet boxes, valve boxes and actuating valves at the same time through out the summer.

New developments – Mitch is working on this.

The top lift would not be put down until the underground utility trenches have went through a construction season.

The contractor can install utilities, curb / gutter, and first lift the first year.

The contractor can choose to install utilities and leave the future road gravel and install curb / gutter and both lifts of asphalt the following year. If they choose this option, they would be able to build a home or business but would not get an occupancy permit until the top list is done.

Also, the developer would be responsible for all maintenance of the road until both lifts are completed.

Water

Meters – We are planning on installing meters next week. We plan on doing them like we did last time. We took a couple of days a week and drove around and caught people at home. With COVID 19 this year it might be a little harder to get them done.

Reports – No reports due until October.

Sewer

Main list station – Everything is running well at this time.

Reports – I'm waiting for the results of the last discharge to fill out the DMR's.

Lagoons – We are done discharging for now.

Sagehorn lift station – All is good at this time.

Park

Parks – The parks are in good shape, and all is going well. I'm working on prices for refurbishing the playground equipment and also a boarder.

Turtle Creek – June Hansen with South Dakota Board on Geographic Names sent an e-mail the other day, things are moving ahead.

Bike Trail – I'm working with Troy to get some signs ordered. They want signs made up with Mike Fitzmaurice's citation on them. Lyle signs is working on them, they are planning on having full staff next week.

Pool – Nothing new at this time.

Sports complex – We have been working on the future building site as the weather allows.

Public Buildings – Alan did a little touch up on City Hall.

FINANCE OFFICER REPORT

July 21, 2020

Cash Report and Sales Tax Revenue: Following is a comparison of the 2019 and 2020 Cash Reports as well as the year to date Sales Tax Revenue as of June 30th:

	<u>June 30, 2019</u>	<u>June 30, 2020</u>	<u>Difference</u>
Total Cash	\$3,047,387.82	\$3,558,576.11	\$511,188.29
General Fund	\$2,163,305.13	\$ 1,402,380.76	-\$760,924.37
1 st Penny	\$ 200,717.84	\$ 228,646.77	\$ 27,928.93
2 nd Penny	\$ 200,717.84	\$ 228,646.77	\$ 27,928.93
3 rd Penny	\$ 28,851.80	\$ 31,293.61	\$ 2,441.81

Committee Funds: Attached are the committee reports as of June 30, 2020:

Bike/Rec Trail Committee	\$ 49,067.94
Sports Complex Committee	\$ 206,614.94
Downtown Committee	\$ 17,373.77

Bill Report: Please review the bill report that is included in your packet. If you have questions, please feel free to contact me or stop in and look at the invoices. Following are highlights:

Colton Redi-Mix, Inc.	1,257.75	Sidewalk Repairs at Pool/Park
Continental Research Corporation	2,254.36	Pool Chemicals
Hawkins, Inc.	3,530.94	Pool Chemicals
MC&R Pools, Inc.	974.58	Pool Chemicals & Supplies
Minnehaha County Sheriff	46,150.00	3 rd Quarter Contract
RBS Sanitation, Inc.	1,039.60	Yard Waste Site Dumpsters
S&S Worldwide, Inc.	255.87	Park Rec Program Supplies
Scheels	283.91	Lifeguard Swimsuits (1/2 to be reimb by LG)

SDML Annual Conference: We received notification that the Municipal League's annual conference has been cancelled for this year due to the ongoing situation with COVID-19. They will still hold the board meetings via remote conferencing.

Calendar of Events:

July 2020:

Monday, 20 th	Jamboree Committee Meeting @ City Park, 6pm
Tuesday, 21 st	City Council Meeting @ City Hall, 7pm
Wednesday, 22 nd	HADF Meeting @ Stomping Grounds, 7:30am
Tuesday, 28 th	Planning & Zoning Meeting @ City Hall, 7pm
Wednesday, 29 th	HADF Meeting @ Stomping Grounds, 7:30am

August 2020:

Tuesday, 4 th	City Council Meeting @ City Hall, 7pm
Wednesday, 5 th	HADF Meeting @ Reliabank, 7:30am
Sunday, 9 th	HASR Meeting @ Blue 42, 7pm
Monday 10 th	Chamber Meeting @ Fire Station, 6:30pm
Tuesday, 11 th	Planning & Zoning Meeting @ City Hall, 7pm
Wednesday, 12 th	HADF Meeting @ Stomping Grounds, 7:30am
Tuesday, 18 th	City Council Meeting @ City Hall, 7pm
Wednesday, 19 th	HADF Meeting @ Stomping Grounds, 7:30am
Wednesday, 19 th	Bike/Rec Trail Meeting @ The Goat, 7:30pm
Thursday, 20 th	Coffee with the Cops @ Stomping Grounds, 7am
Tuesday, 25 th	Planning & Zoning Meeting @ City Hall, 7pm
Wednesday, 26 th	HADF Meeting @ Stomping Grounds, 7:30am

BIKE/REC TRAIL COMMITTEE FUNDS

(as of June 30, 2020)

Activity	Date	Revenue	Expenses	Balance
End of Year 2010 - Balance	12/31/2010	\$25,038.24	\$438.90	\$24,599.34
End of Year 2011 - Balance	12/31/2011	\$144,373.60	\$147,224.03	\$21,748.91
End of Year 2012 - Balance	12/31/2012	\$115,057.43	\$81,227.85	\$55,578.49
End of Year 2013 - Balance	12/31/2013	\$11,506.78	\$10,206.58	\$56,878.69
End of Year 2014 - Balance	12/31/2014	\$56.78	\$2,345.73	\$54,589.74
End of Year 2015 - Balance	12/31/2015	\$52.25	\$10,039.46	\$44,602.53
End of Year 2016 - Balance	12/31/2016	\$174.69	\$762.70	\$44,014.52
End of Year 2017 - Balance	12/31/2017	\$59.04	\$25,854.37	\$18,219.19
End of Year 2018 - Balance	12/31/2018	\$30,584.26	\$48,803.45	\$0.00
End of Year 2019 - Balance	12/31/2019	\$10,011.59	\$4,949.97	\$5,061.62
Year 2019				
Deposit (2020 Budget)	1/1/2020	\$44,000.00		\$49,061.62
Deposit (interest)	1/31/2020	\$0.42		\$49,062.04
Deposit (interest)	2/29/2020	\$3.12		\$49,065.16
Deposit (interest)	3/31/2020	\$1.41		\$49,066.57
Deposit (interest)	4/30/2020	\$0.53		\$49,067.10
Deposit (interest)	5/31/2020	\$0.43		\$49,067.53
Deposit (interest)	6/30/2020	\$0.41		\$49,067.94
TOTALS TO DATE for 2020		\$44,006.32	\$0.00	\$49,067.94

To date, the balance of Bike/Rec Trail fund is \$49,067.94

Summary of Expenses:	
Advertising	\$78.05
501c3	\$407.00
Filing Fees-Land	\$22.00
Filing Fees	\$98.00
Attorney's/Accountant's Fees	\$1,273.92
Supplies-Phase 1	\$93.43
Contractor-Phase 1	\$118,535.29
Engineer-Phase 1	\$23,023.44
Engineer-Hwy 38	\$45,777.95
Engineer-Phase 3/4	\$5,880.28
Engineer-Wetlands Phase 3/4	\$3,711.60
SD Dot - Hwy 38	\$1,801.98
Wetlands Bank-Hwy 38	\$41,000.00
Bricks	\$423.40
Building Supplies - Turtle Creek Shelter	\$1,022.15
SD Dot - Mike Franken	\$64,084.55
Tetonka	\$24,620.00

Sports Complex Committee Funds

(as of June 30, 2020)

Activity	Date	Revenue	Expenses	Balance
End of Year 2010 - Balance	12/31/2010	\$100,153.94	\$1,284.28	\$98,869.66
End of Year 2011 - Balance	12/31/2011	\$100,287.58	\$192,255.17	\$6,902.07
End of Year 2012 - Balance	12/31/2012	\$47,754.85	\$346,215.92	(\$291,559.00)
End of Year 2013 - Balance	12/31/2013	\$409,797.66	\$85,298.19	\$32,940.47
End of Year 2014 - Balance	12/31/2014	\$45,423.32	\$76,328.01	\$2,035.78
End of Year 2015 - Balance	12/31/2015	\$50,016.27	\$45,940.22	\$6,111.83
End of Year 2016 - Balance	12/31/2016	\$14,032.17	\$0.00	\$20,144.00
End of Year 2017 - Balance	12/31/2017	\$100,180.67	\$0.00	\$120,324.67
End of Year 2018 - Balance	12/31/2018	\$186.43	\$22,283.15	\$98,227.95
End of Year 2019 - Balance	12/31/2019	\$51,335.42	\$22,794.52	\$126,768.85
Year 2020				
Deposit (2020 Budget)	1/1/2020	\$100,000.00		\$226,768.85
Interest Deposit	1/31/2020	\$10.52		\$226,779.37
Interest Deposit	2/29/2020	\$17.19		\$226,796.56
Interest Deposit	3/31/2020	\$6.52		\$226,803.08
Stockwell Engineers, Inc. (mtgs/planning/estimates/etc.)	4/21/2020		\$2,676.75	\$224,126.33
Interest Deposit	4/30/2020	\$2.44		\$224,128.77
Interest Deposit	5/31/2020	\$1.99		\$224,130.76
Hartford Area Softball Assoc (field rent)	6/10/2020	\$320.00		\$224,450.76
Great Bear Sand & Gravel, LLC (gravel for concrete work)	6/16/2020		\$189.71	\$224,261.05
Precision Concrete, LLC (ada slab/sidewalks)	6/16/2020		\$17,147.02	\$207,114.03
Stockwell Engineers, Inc. (site visit/staking/bldg)	6/16/2020		\$500.95	\$206,613.08
Interest Deposit	6/30/2020	\$1.86		\$206,614.94
TOTALS		\$100,360.52	\$20,514.43	\$206,614.94

To date, the balance of Sports Complex funds is \$206,614.94

Summary of Expenses:	
501c3 Filing Fees	\$750.00
Attorney's/Accountant's Fees	\$608.42
Earnest Money	\$500.00
Land Purchase	\$150,000.00
Land Purchase-Closing Costs	\$444.00
Engineer-Wetlands	\$2,980.80
Loan Expenses	\$15,712.03
Advertising Fees	\$40.52
Engineer Fees	\$94,424.55
Construction Fees - Sitework	\$355,467.20
Soukup Construction - Overseeding	\$4,011.66
Supplies	\$907.33
D. Hauptman Co. - Soccer Goals	\$3,510.00
American Fence Company (fence 2 softball fields)	\$72,330.46
Water Line Expense	\$465.31
Ag-Lime	\$45,940.22
Electrical	\$8,248.80
Water Service Line	\$13,569.04
Daktronics, Inc (2 scoreboards)	\$11,367.52
Beaverbuilt, Inc (scoreboard frames)	\$3,126.00
Beaverbuilt, Inc (telehandler rental for scoreboard install)	\$275.00
Colton Redi-Mix, Inc (concrete for scoreboard install)	\$432.00
Travis Electric, Inc (electrical for scoreboard install)	\$5,260.00
Stockwell Engineers (master plan/cost estimates)	\$4,705.35
Great Bear Sand & Gravel, LLC (gravel for concrete work)	\$189.71
Precision Concrete, LLC (ada slab/sidewalk)	\$17,147.02
Stockwell Engineers (site visit/stakeing/bldg)	\$500.95

DOWNTOWN COMMITTEE FUNDS

(as of June 30, 2020)

Activity	Date	Revenue	Expenses	Balance
End of Year 2011 - Balance	12/31/2011	\$5,000.06	\$4,910.63	\$89.43
End of Year 2012 - Balance	12/31/2012	\$10,009.86	\$0.00	\$10,099.29
End of Year 2013 - Balance	12/31/2013	\$10.35	\$474.57	\$9,635.07
End of Year 2014 - Balance	12/31/2014	\$6.78	\$9,000.00	\$641.85
End of Year 2015 - Balance	12/31/2015	\$1.71	\$496.91	\$146.65
End of Year 2016 - Balance	12/31/2016	\$3.70	\$0.00	\$150.35
End of Year 2017 - Balance	12/31/2017	\$3.53	\$0.00	\$153.88
End of Year 2017 - Transfer Committee Acct Balance	12/31/2017	\$2,044.14	\$0.00	\$2,198.02
End of Year 2018 - Balance	12/31/2018	\$3.72	\$0.00	\$2,201.74
End of Year 2019 - Balance	12/31/2019	\$11,883.43	\$3,500.00	\$10,585.17
Year 2019				
Deposit (2020 Budget)	1/1/2020	\$10,000.00		\$20,585.17
Interest Deposit	1/31/2020	\$0.88		\$20,586.05
Interest Deposit	2/29/2020	\$1.56		\$20,587.61
Interest Deposit	3/31/2020	\$0.59		\$20,588.20
Interest Deposit	4/30/2020	\$0.22		\$20,588.42
Interest Deposit	5/31/2020	\$0.18		\$20,588.60
Signature Streetscapes (banners/arms/baskets for lightpoles)	6/16/2020		\$3,215.00	\$17,373.60
Interest Deposit	6/30/2020	\$0.17		\$17,373.77
TOTALS		\$10,003.60	\$3,215.00	\$17,373.77

To date, the balance of Downtown fund is \$17,373.77

Summary of Expenses:

Attorney's/Accountant's Fees	\$1,105.34
Remaining Appropriation (benches, trash cans)	\$4,302.20
Postage for Survey Mailing	\$474.57
Hartford Area Optimist Club (mural)	\$3,500.00
Signature Streetscapes (banners/arms/baskets for lightpoles)	\$3,215.00
Transfer to General Fund	\$9,000.00

07/21/2020

City Administrator Report

Explanation of Agenda Items

Visitors:

- **Damian Kardas:** Deputy Kardas will be present to introduce himself to the council. Kardas will be officially taking over for Deputy Ryan on July 20th as the Hartford daytime officer. Deputy Ryan is taking a new position as the school resource officer in Dell Rapids.

Applications, Agreements, Hearings, Resolutions & Ordinances:

- **1st Reading of Ordinance #690 – Pets in the Parks:** As discussed at the last city council meeting, current city ordinance states that no pets are allowed in the park. This wording is pretty general, and staff thought this needed to be clarified. It was the consensus of the council to allow pets in the park areas just not in the actual playground area or on the fields. Ordinance 690 reflects those suggested changes, which are marked in red.
- **Policy 2020-1 – Storm Water Runoff:** With the recent discussions about water being placed onto neighbors' properties, I have been asked to present a policy to the council to outline how the city currently handles these situations. Enclosed in the packet is Policy 2020-1. It defines stormwater runoff, discusses public drainage areas and private drainage areas, along with water runoff between properties. It then states how the city currently handles stormwater runoff issues. Basically, the city is responsible for any water runoff on public property but runoff on private property is the property owners responsibility and if there is an issue between two private property owners then it becomes a civil matter – the city can assist with the issue but it is not the city's responsibility since it involves private property.
- **Review Draft of proposed updates to Subdivision Regulations:** Mitch has been working on amendments to our subdivision regulations that will incorporate changes to the city's street lift policy as discussed at our last meeting. A draft of the proposed changes is in the packet for council review. Some areas have been highlighted for council reference and there are a few minor changes to section 2.4, 3.2 3.3.1 to help clarify procedures. Page 11 of the subdivision construction agreement (appendix A) incorporates wording for the new street lift policy that was discussed. Mitch will be present at the meeting to go over in detail. Once reviewed by the council, I will send to P&Z next week for review as well before moving forward with an ordinance change.

Old Business:

- **Oath of Office:** Incumbent Mark Brennehan (Ward 1) will be renewing his oath of office for another 2-year term.
- **Election of Council President and Vice-President:** Any council member can nominate another council member for the position of council president and vice-president for a 1-year term. This year, due to the postponed election the term will run from July 2020 to May 2021. After a motion and second, the council will vote on the nominations.
- **HADF 2025 Envision Funding:** This item was table at our last meeting until this meeting. HADF The HADF will be requesting additional funding to be released from the City for the 2025 Envision Capital Campaign. The campaign is seeking investments from both the private and public sectors. NCDS feels 40% would come from the public sector and 60% from the private sector. With a goal to raise 2M, that would make the City's investment 800k over a 5-year period. The city paid \$50,000 towards this campaign amount in April, with consideration for additional payments to be discussed in July and October.

New Business:

- **Marketing Video:** Rural X, a division of Dakota Resources, held a conference at Buffalo Ridge Brewery this past spring. Rural X is a network of professionals that work together to help build rural communities. At this conference, Pin Studios put together some drone footage of Hartford that could be a good marketing tool for the City, Chamber and HADF. Gabe would like to utilize this video and actual get a more personalized one if possible. Please look at the information Gabe has provided on the video project and watch the link of the footage already shot by them on the link that was provided at the bottom of the page.
- **Western Meadows Addition-Amend Preliminary Plan:** Costello Companies has sent over revised preliminary plans for phase 4 of Western Meadows Addition. This would finish a loop around the industrial lots in the south end of their development. Back in 2014 the city received and approved an amendment to this area. When the amendment was approved in 2014 the plans showed a 40 foot landscape

buffer on the south end of Lot 26 & 27, included a road to Lot 7, and noted that water and sanitary mains would be extended to the I-90 ROW for future services to connect to. These plans were approved by the P&Z and City Council in 2014. Last year the city received updated plans for Phase 4 from Costellos. The new plans show a 20' water main easement for services to I-90 but the services would not be extended by Costellos and it shows a 20' pedestrian and water main easement on the south end of Lot 8. The 40-foot landscape buffer is not shown on Shafer's road between Lot 6 and 7 in the industrial area. As you read through the email from Bonnie Mogen, Costellos are requesting changes to 4 items: 1) Eliminate the services to be provided by Costellos to I-90 but keep the 20 foot easement for future connection; 2) Eliminate the pedestrian easement on the south end of Lot 8 but keep the water easement; 3) Eliminate Schaefer Lane since Lot 7 will be re-configured and it is no longer needed; 4) reduce the 40 foot buffer requirement at the south end of Lot 26 & 27. Since these are changes to an already approved preliminary plan, the city council needs to approve the amendments.

- **Set Budget Meeting Date:** We will need to set our 2021 budget planning meeting for some time in August. I would suggest maybe Monday, August 24th or Wednesday, August 26th – please check your calendars. I have sent out request forms to all entities and I will be working with staff over the next few weeks so we can present the 2021 budget to you in August.

Non-Agenda Updates

- **Elected Officials Workshop:** As of now, the SDML is still hosting a one-day workshop for elected officials on Wednesday, September 2nd in Pierre. This informational one day workshop goes over the basics for anyone that is newly elected to the council or just wants a refresher course. If you are interested in attending, registration deadline is August 15th – please let Karen and I know by then. The city will pay all your expenses, including hotel room for the night before, registration, mileage and meals if not provided.
- **Pool Update:** The pool season has gone smoothly this year despite our adjustments for COVID. There have been a few days that we were at capacity and some patrons had to wait but Amy said that no one has waited very long before getting into the pool. Daycares have been good to work with and all-in-all everyone is understanding of the changes and grateful that the pool is open. We did have 2 of our assistant lifeguards quite within the last 2 weeks but we have hired one more so we think we will be okay on staffing till the end of the season. Closing date is yet to be determined, depending on staff, but we will try to keep open as long as possible.
- **Park Rec Update:** Everything is going well with the Park Rec Program too. Our largest group is the 1st & 2nd graders with about 23 participants, but the other 2 older groups are not as large, which helps with social distancing.
- **WWTF RFI:** I have asked other cities if they have issued an RFI for a WWTF recently that could be shared with the city. Pierre actually did one last year, so they sent me their RFI, along with their ranking system. This will be a helpful template – I plan to get a draft to the city council at our 1st meeting in August as requested.
- **Donation:** Howard and Donna Davis have generously donated funds to purchase 4 ball returns for the city softball fields - 2 fields at Swenson Park and Field A & C in the city park. Once we receive and have them installed, we will take a picture with them and place in the paper, on the city website and on the city Facebook page to acknowledge their gift to the city.

Please let me know if you have any questions or concerns. 605-261-3995
Teresa

SOUTH DAKOTA MUNICIPAL LEAGUE

2020 Elected Officials Workshop

Wednesday, September 2, 2020

Ramkota Hotel and Conference Center • Pierre, SD

Agenda

- 9:00 a.m. **Registration** – *outside Gallery A*
- 9:30 a.m. **Welcome and Introduction to the League** – *Gallery A*
Yvonne Taylor, Executive Director, South Dakota Municipal League
- 9:35 a.m. **SDPAA – Protecting Public Entities Since 1987**
Lynn Bren, Director of Member Services, SD Public Assurance Alliance
- 10:00 a.m. **Meet the SDML Work Comp Fund**
Brad Wilson, CIC, AIC, SDWCS, Administrator, SDML Work Comp Fund
- 10:20 a.m. **Municipal Officials and Employees**
Laurie Gronlund, Director of Human Resources, City of Pierre
- 11:00 a.m. **Bids and Contracts**
Rod Fortin, Director of Local Government Assistance,
South Dakota Department of Legislative Audit
- 11:45 a.m. **Lunch** (plated lunch provided) – *Gallery A*
- 12:30 p.m. **Financial and Compliance Matters**
Rod Fortin, Director of Local Government Assistance,
South Dakota Department of Legislative Audit
- 2:00 p.m. **Open Meetings and Executive Sessions - Do's and Don'ts**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:00 p.m. **Conflict of Interest for Municipal Officials**
Steven Blair, Assistant Attorney General, Office of the Attorney General
- 3:30 p.m. **Adjourn**

SOUTH DAKOTA MUNICIPAL LEAGUE

2020 Elected Officials Workshop

Wednesday, September 2, 2020

Ramkota Hotel and Conference Center • Pierre, SD

The purpose of this workshop is to provide a basic crash course on local government.

\$50.00 per person.

Includes workshop material, the SDML Handbook for Municipal Officials (\$60 value) and lunch.

Please be sure to register by the August 15th deadline.

~ **THIS WORKSHOP IS OPEN TO ALL ELECTED OFFICIALS** ~

REGISTRATION FORM

Municipality: _____

Please indicate Form of Government:

Aldermanic

Aldermanic with City Manager

Trustee

Commission

Commission with City Manager

Home Rule

Please Print Name and Title as you would like it to appear on the nametag:

Name

Title

Email

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number Attending _____ @ \$50.00 = \$ _____

Please return this form and payment by **August 15, 2020*** to: SD Municipal League

*No refunds will be given after August 15, 2020

208 Island Drive

Ft. Pierre, SD 57532

SDML OFFICE USE ONLY: DATE: _____ CHECK #: _____ AMOUNT: _____

Hartford Video Project

Company	Location	Contact	Website
PinStudios	Sioux Falls	Thadeus Giedd	https://pinstudios.media/

Project Breakdown

Produced attached intro-video for RuralX which was hosted at BRBC
For video as is minus Dakota Resources logo = \$300
To capture more personalized shots, per our guidance, and edit new video \$500 - \$800 edited and mastered
Footage from individual businesses could be isolated and used for separate video topics etc.

Project Goals

- Add aerial footage of more Hartford cornerstones
 - Golf Course
 - School
 - Shopping area
 - Sports Complex
- Add footage within local businesses
 - Walking in welcome shots
 - Active shopping
 - Coffee/food
 - Sports

Example Video From Dakota Resources RuralX Event:
www.dropbox.com/s/eb9ujv3sf1wpsv6/%20Rural%20X%20Drone%20Loop%202.mp4?dl=0

Teresa Sidel

From: Bonnie Mogen <bmogen@costelloco.com>
Sent: Tuesday, July 14, 2020 11:45 AM
To: Teresa Sidel; Mitch Mergen
Cc: Gary Andersh; Joan Franken
Subject: Western Meadows - Hartford

Good morning. Information below regarding Costello Companies request to be included on next Tuesday's City Council meeting:

1. Eliminate the extension of the water and sewer services and eliminate the construction of a maintenance road from Ruud Trail to the I-90 ditch. These should be considered trunk lines with cost covered by others as there is no benefit to Western Meadows and this is not the typical case where the developer is extending utilities to an immediate adjacent developer. Costello wishes to proceed with the next phase (Phase 4 in Western Meadows Addition) of the industrial lots along Ruud Trail and have submitted construction plans. Costello will agree to leave the additional 20' easement between the existing Lot 6, Block 6 and future Lot 7, Block 6 (to be platted) for future two lines to be installed/paid by others; however, would request that the 20' be released at a future date if the trunk lines are not installed and owner/developer(s) on south side of I90 accesses water and sewer from another location. Any costs associated with the future extension of sewer and/or water services from Ruud Trail to the I90 ditch to be responsibility of owner and/or developer who needs to access/hook onto the sewer/water from Ruud Trail to serve future development on the south side of I90.
2. Eliminate the pedestrian easement on the south side of Lot 8, Block 6. The 20' water main easement will remain on south side of Lot 8, Block 6 and is intended to provide a water loop with the west side of drainageway. However, pedestrians should not access the industrial lots from future residential areas on west side of drainageway.
3. Eliminate Schaefer Lane as shown on the preliminary plan. The proposed plat of the 9 industrial lots that complete the Ruud Trail "loop" including Lot 7, Block 6, would eliminate the need for Schaefer Lane.
4. Eliminate the 40' landscape buffer along future Lots 26 & 27, Block 4 (corner of Ruud Trail and Ruud Lane). The proposed lots are currently too narrow to develop. Proposed use is multi-family and landscape requirements (trees along frontage) could be included in the covenants for this lot(s) as an alternative.

Costello is requesting the above variance to the plans due to the following:

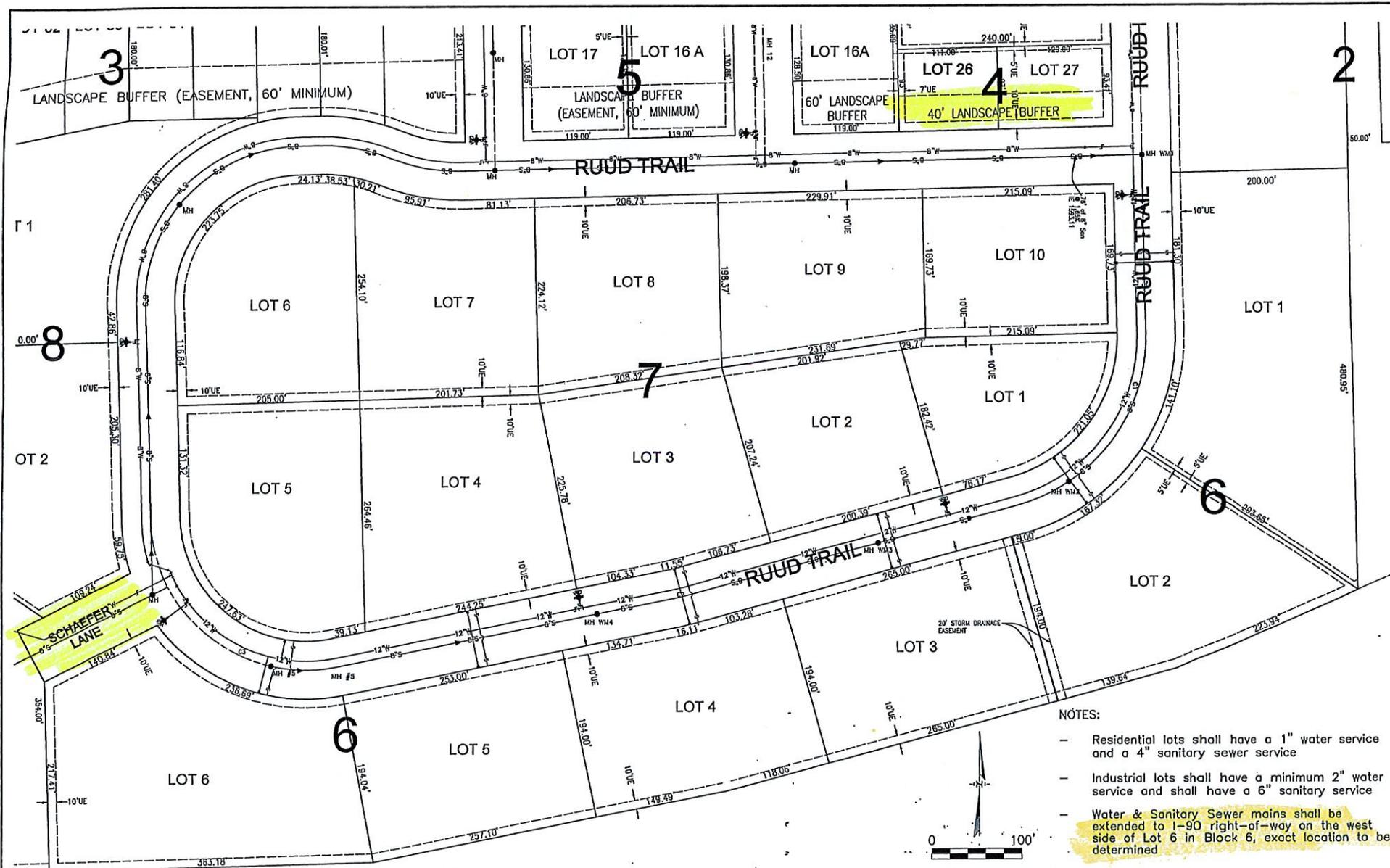
1. Excessive cost to install the sewer & water lines, hydrant, manholes and maintenance road to the I-90 ditch. Future development on south side of I-90 may or may not need the extension as there may be better option by the time the land is developed on south side of I-90.
2. A pedestrian easement should not lead into the industrial area of the development that has truck traffic.
3. Schaefer Lane not needed once Ruud Trail completed and Lot 7, Block 6 is platted. This lot would then have frontage/access on Ruud Trail.
4. The two lots are not developable as current shown with a 40' buffer requirement.

Teresa & Mitch – please let me know any questions regarding the above requests/information. Thank you.

Bonnie Mogen
Director of Development



Plan Approved 6-30-14 by CC.



Schmitz, Kalda & Associates
 323 N. Main Ave., Suite A • Sioux Falls, SD 57104
 Tel (605) 332-8241 • Fax (605) 332-0118

REVISIONS	BY	DATE	DESIGNED BY	SCALE
			GLA	
			DRAWN BY	
			PROJECT NO. 13108	
			CAD: PP-Western Mews	

WESTERN MEADOWS ADDITION
HARTFORD, SOUTH DAKOTA

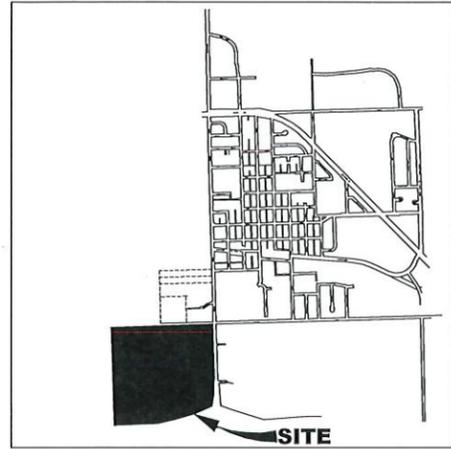
UTILITY PLAN - INDUSTRIAL
 SHEET: **4**
 DATE: 6/30/14

CONSTRUCTION PLANS for **WESTERN MEADOWS ADDITION**

TO THE CITY OF HARTFORD
MINNEHAHA COUNTY, SOUTH DAKOTA

PHASE 4

Version 1



VICINITY MAP

ISSUE LOG

NO.	DATE	REASON FOR ISSUE
1	6/05/19	Original Issue to City for Approval.

CONSTRUCTION VEHICLE ACCESS

Construction vehicles shall access project from Western Avenue by way of Diamond Trail. No construction vehicles are to access project by way of Opal Lane.



INDEX

Sheet No.	Sheet Title
1	TITLE SHEET
2	LEGEND & SECTIONS
3	GENERAL NOTES
4	EROSION CONTROL REPORT
5	EROSION CONTROL PLAN
6	GRADING PLAN - EAST
7	GRADING PLAN - WEST
8	RUUD TRAIL - SOUTH
9	RUUD TRAIL - NORTH
10	WATER MAIN
11	DRAINAGE PLAN
12-23	STANDARD PLATES

SUMMARY FOR PHASE 4

Area = 18.6 acres
No. of Lots = 9
Street Length = 1540 LF
Zoning = LI: Light Industrial

OWNER & DEVELOPER:
COSTELLO LAND DEVELOPMENT, INC.
7409 S. Bitterroot Place
PO Box 2238
Sioux Falls, SD 57101
605-336-9131

ENGINEER & SURVEYOR:
SCHMITZ, KALDA & ASSOC., INC.
320 N. Main Ave.
Sioux Falls, SD 57104
605-332-8241
email: kbuell@schmitzkalda.com

CERTIFICATION

I hereby certify that these plans were prepared under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of South Dakota.

6/05/19

KIM J. BUELL, PE LS

Reg. No. 4190

Date

SKA PROJECT NO. 19020

NOT FOR CONSTRUCTION -- REVIEW COPY -- NOT FOR CONSTRUCTION

BENCHMARKS

- 1603.17 Top of Fire Hydrant at SW corner Ruud Lane & Ruud Trail (Set in 2014)
- 1618.33 Top of Fire Hydrant at NW corner Lot 6 in Block 6 (Set in 2014)
- 1598.69 Top of 1/4" steel zirc set in 3" diameter concrete at SE corner of Ruud Tract 1

Datum = NAVD88

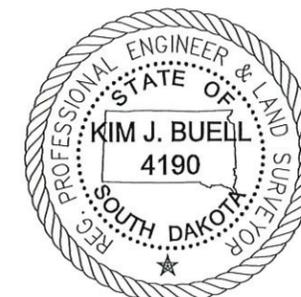
PROPERTY LOCATION
NE1/4 SECTION 28-102-51
MINNEHAHA COUNTY, SOUTH DAKOTA

!! BEFORE YOU DIG !!
CALL SOUTH DAKOTA ONE CALL
1-800-781-7474 or 811

GENERAL NOTES

1. ARE WETLANDS AN ISSUE? NO
2. LIFT STATION REQUIRED? NO
3. OVERSIZE SANITARY SEWER? NO
4. OVERSIZE STORM SEWER? NO
5. OVERSIZE WATER MAIN? NO

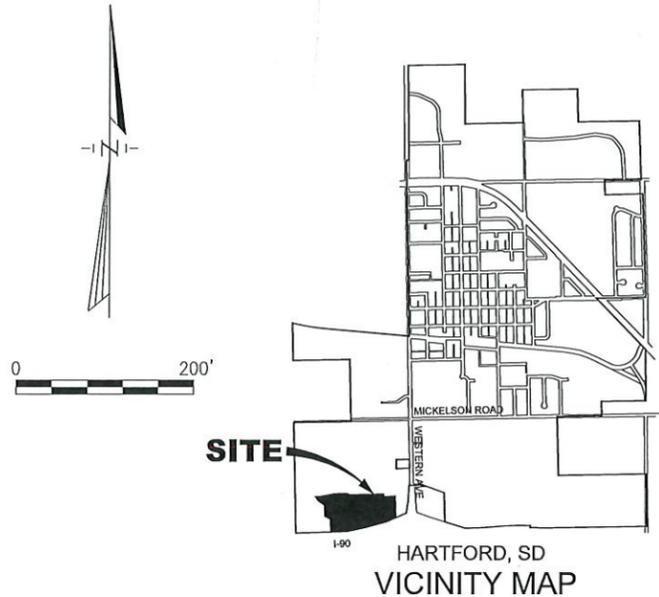
SKA SCHMITZ KALDA & ASSOCIATES



Checked By: G. Andersh
 Drawn By: E. Weeldreyer
 Project No. 19020
 Dated: 5/03/2019
 Dwg: Western Meadows Phase 4

WESTERN MEADOWS ADDITION TO THE CITY OF HARTFORD, MINNEHAHA COUNTY, SOUTH DAKOTA

(Lots 7 to 9 in Block 6; Lots 5 to 10 in Block 7)



CENTERLINE CURVE DATA					
CURVE NO.	DEFLECTION	ARC	CHORD DIST.	CHORD BEARING	RADIUS
C1	75°50'23"	264.73'	245.82'	S36°40'15"W	200.00'
C2	3°57'45"	13.83'	13.83'	S76°34'18"W	200.00'
C3	99°54'53"	305.17'	267.95'	N51°29'23"W	175.00'
C4	90°16'59"	275.75'	260.42'	N37°13'28"E	175.00'
C5	23°35'06"	83.33'	81.75'	S79°27'26"E	200.00'
C6	23°35'06"	83.33'	81.75'	S79°27'26"E	200.00'

PROPERTY LINE CURVE DATA					
CURVE NO.	DEFLECTION	ARC	CHORD DIST.	CHORD BEARING	RADIUS
P1	4°36'21"	16.72'	16.72'	N03°50'08"W	208.00'
P2	12°46'09"	46.36'	46.26'	N82°17'21"E	208.00'
P3	13°13'09"	38.53'	38.44'	S84°38'25"E	167.00'
P4	10°21'57"	30.21'	30.17'	S72°50'52"E	167.00'

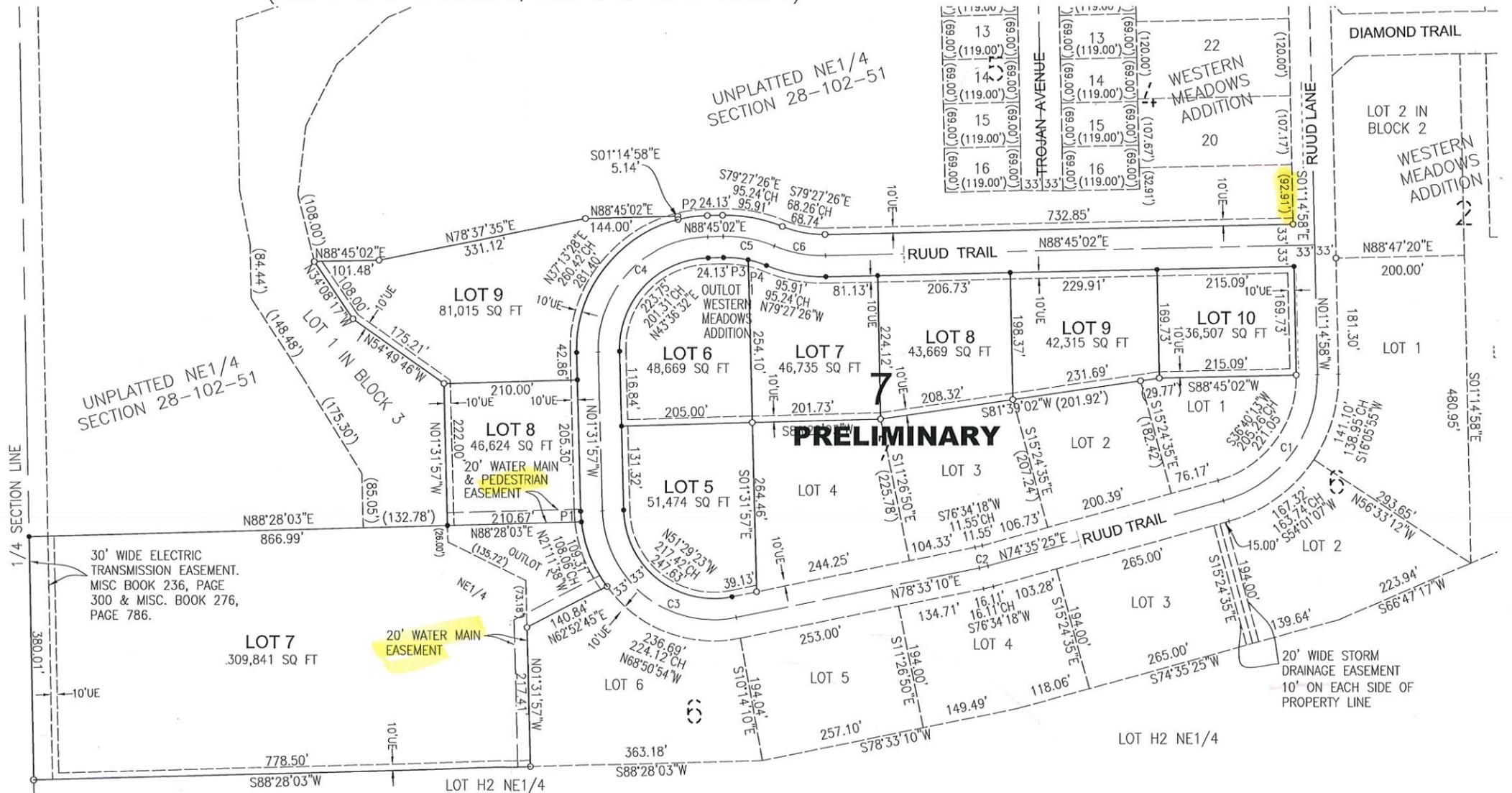
LEGEND

- PROPERTY CORNER FOUND
- PROPERTY CORNER SET (#5x1.5" REBAR W/SURVEYOR'S ID CAP)
- UE UTILITY EASEMENT
- PREVIOUSLY PLATTED AREA
- CH CHORD DIMENSION

NOTES:

BEARING ORIENTATION IS THE UNIVERSAL TRANSVERSE MERCATOR SYSTEM.
 DIMENSIONS ON CURVES ARE ARC DIMENSIONS
 TOTAL AREA OF PLAT = 18.58 ACRES

Prepared By:
 SCHMITZ, KALDA & ASSOC., INC.
 320 N. Main Avenue
 Sioux Falls, SD 57104
 (605) 332-8241



I, Gary L. Andersh, of Schmitz, Kalda & Associates, Inc., a Registered Land Surveyor in the State of South Dakota, do hereby certify that I have, on or before this date, and at the request and direction of the property owner, surveyed a portion of the Northeast Quarter (NE1/4) of Section 28, Township 102 North, Range 51 West of the 5th P.M., Minnehaha County, South Dakota, and a portion of Outlot 1 of Western Meadows Addition to the City of Hartford, Minnehaha County, South Dakota, and divided and replatted the same into the following as shown on the plat:

Lots 7 to 9 in Block 6; Lots 5 to 10 in Block 7; and adjacent street right-of-way

The same shall hereafter be known and described as **Western Meadows Addition to the City of Hartford, Minnehaha County, South Dakota**.

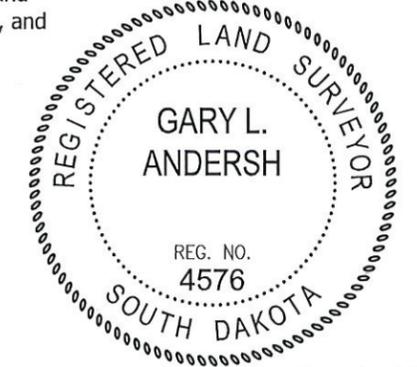
I further certify that to the best of my knowledge the plat correctly represents the same, is true and correct and that it was made under my direct supervision.

Dated: May 3, 2019

PRELIMINARY

Gary L. Andersh, LS

SKA Schmitz, Kalda & Associates, Inc.



NOT FOR CONSTRUCTION -- REVIEW COPY -- NOT FOR CONSTRUCTION

Sta 0+59.88
8" Tee

Sta 0+64.88
8" Gate Valve w/
Box

Sta 3+13.13
8" Plug

Sta 0+40
12" Tee

Sta 0+51
12" Gate Valve w/
Box

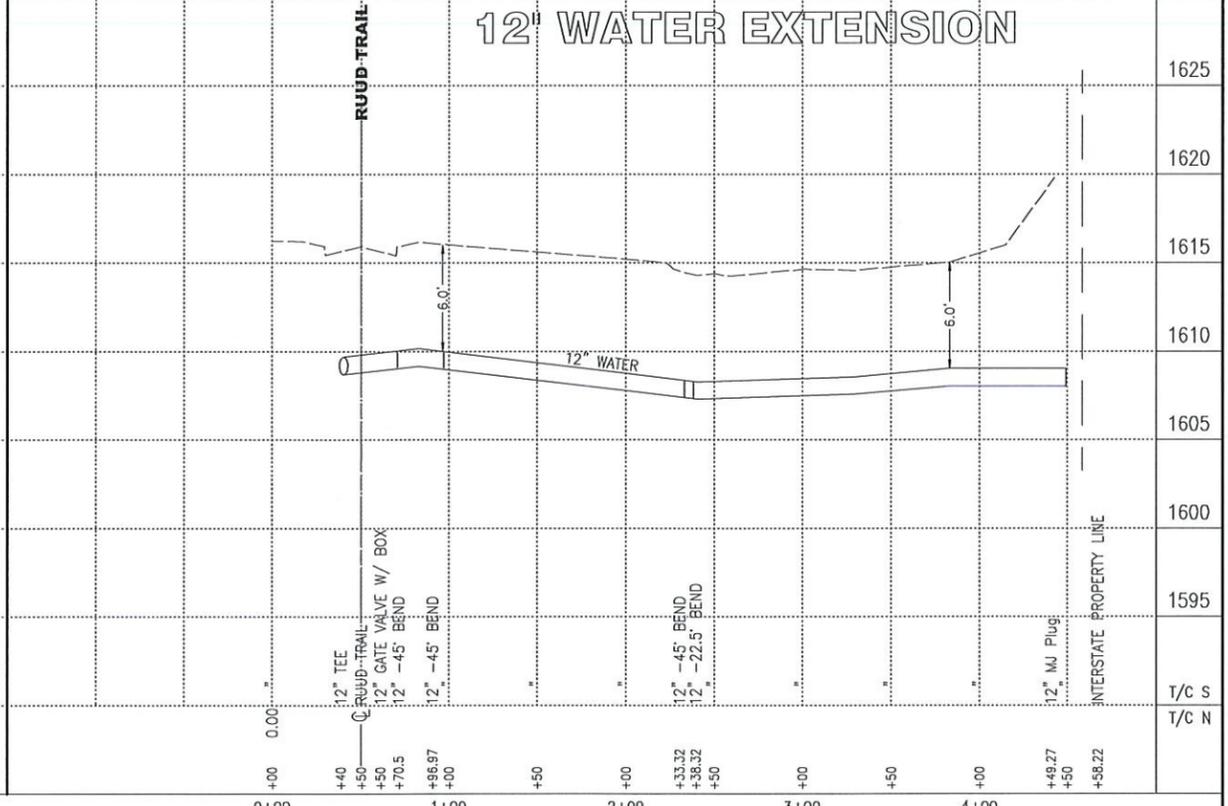
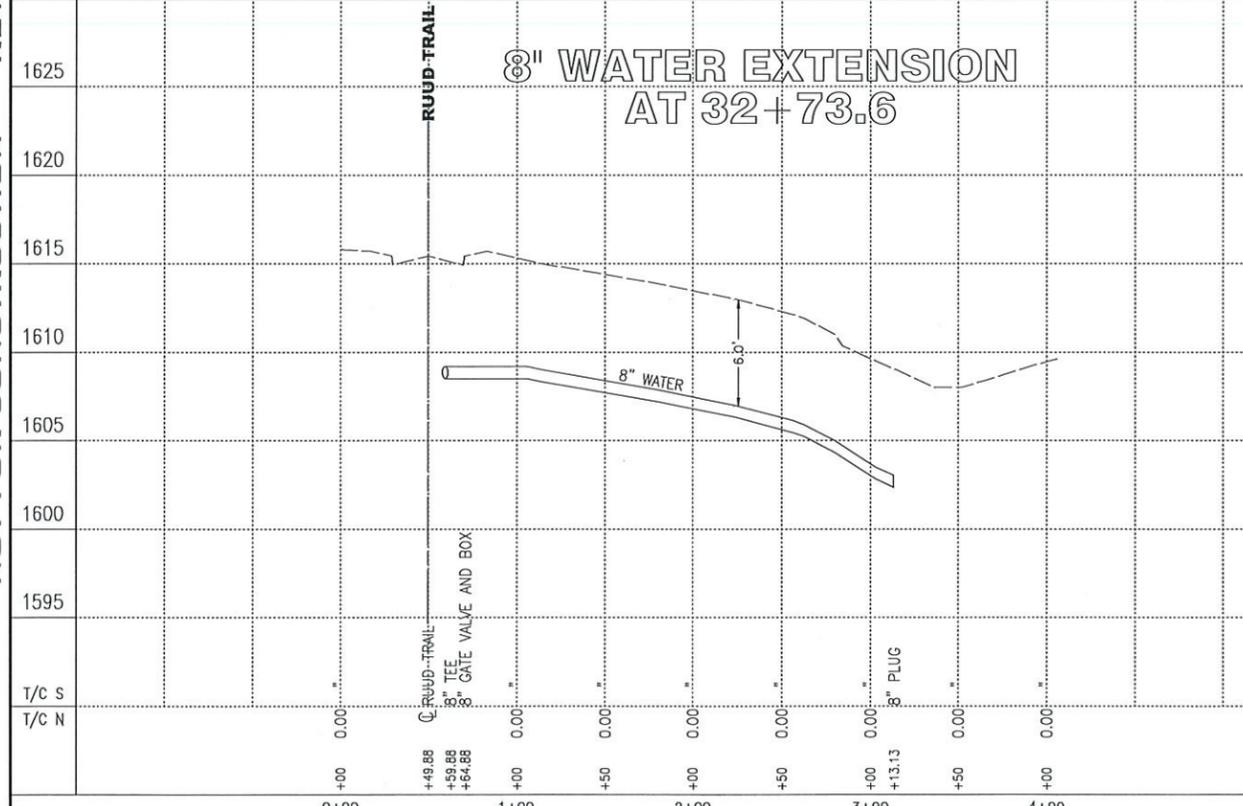
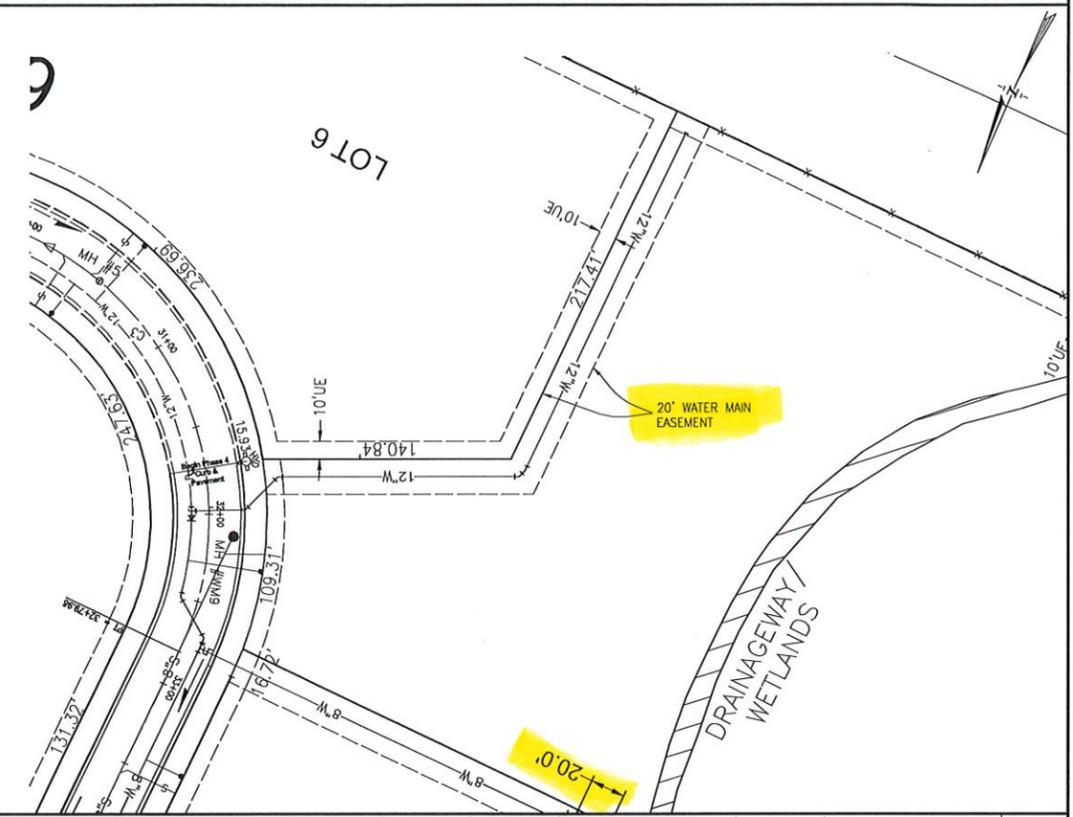
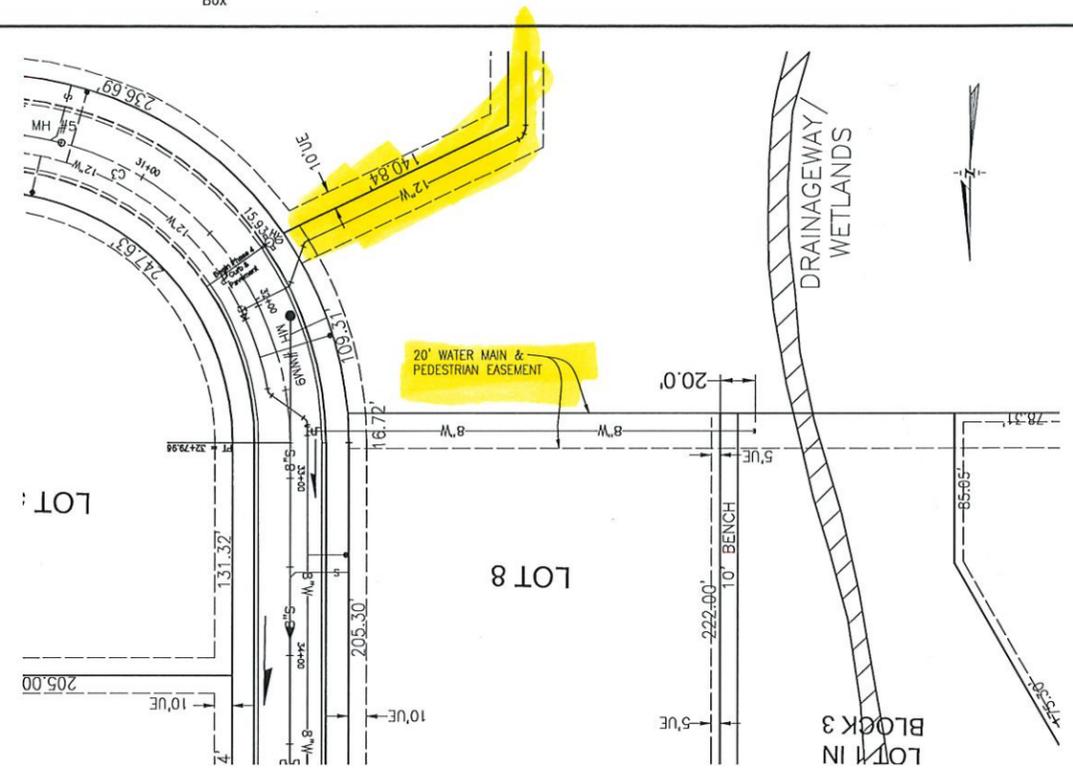
Sta 0+70.5
12"-45' Bend

Sta 0+96.97
12"-45' Bend

Sta 2+33.32
12"-45' Bend

Sta 2+38.32
12"-22.5' Bend

Sta 4+49.27
12" Plug



CURVE 4 PC 35+28.12 PT 38+03.87 R 175' L 275.75' Δ 90°16'59"

CURVE 5 PC 38+28.00 PT 39+10.33 R 200' L 82.33' Δ 23°35'06"

CURVE 6 PC 39+10.33 PT 39+92.66 R 200' L 82.33' Δ 23°26'04"

Sta 34+85.26 23.5'L Std Hydrant Assembly TC=1614.37

Sta 34+85.26 14'L 6" Gate Valve w/ Box

Sta 39+96 10'L 8" Gate Valve w/Box

Sta 40+08 35.5'L Std Hydrant Assembly TC=1608.24

Sta 40+16.31 35.5'L 6" Gate Valve w/ Box

Sta 40+19.5 10'L 8x8" Tee

Sta 40+19.5 30'L 8" Gate Valve w/ Box

Sta 40+19.5 55.5'L 8" Plug

Sta 43+00 23.5'L Std Hydrant Assembly TC= 1608.19

Water Notes at Trojan Ave: Existing F Hyd Assembly & ±30' of 8" WM need to be removed. 8x8" Tee & 8" Valve to North to be installed with new Ruud WM. Nearest existing Valve is 630' North, requiring 16 Lots to have water shut off during construction.

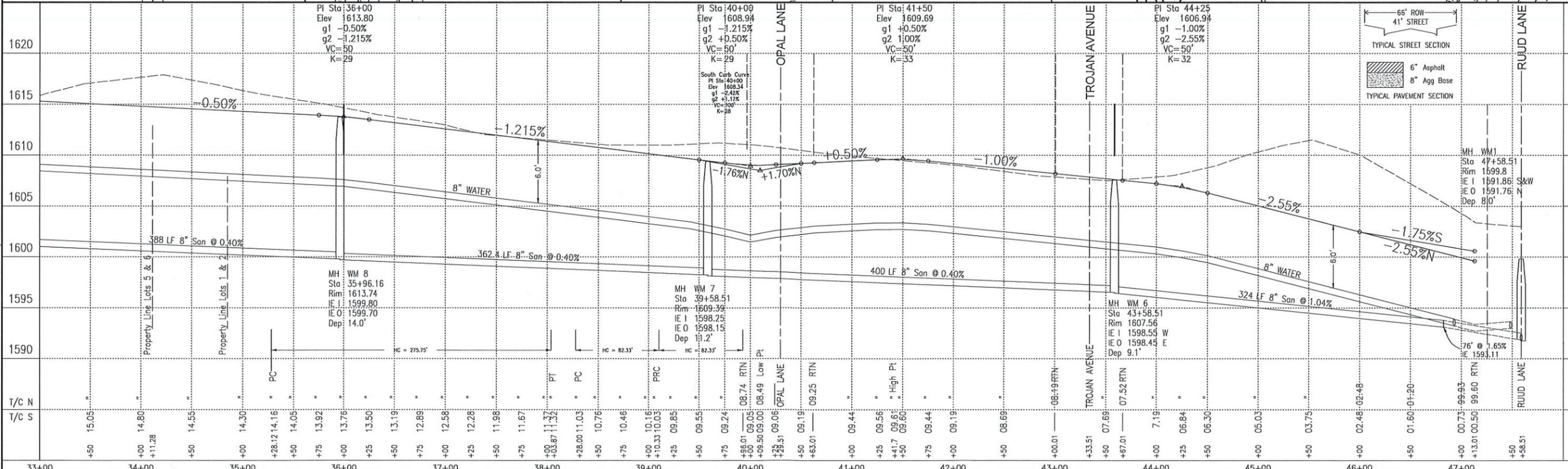
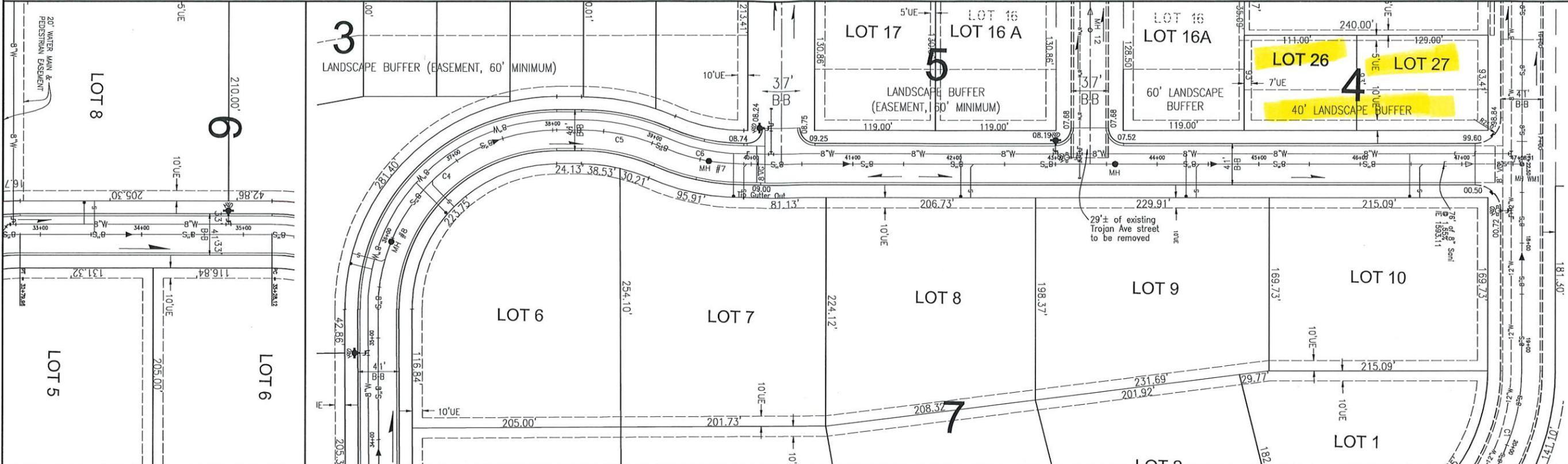
Sta 43+23.54 10'L 8x8" Tee

Sta 43+23.54 14'L 8" Gate Valve & Box

Sta 46+93 10'L Connect to 8" WM

Sta 47+13 10'L Existing 8" Valve

NOT FOR CONSTRUCTION -- REVIEW COPY -- NOT FOR CONSTRUCTION



Schmitz Kalda & Assoc., Inc.
320 N Main Ave, Ste C
Sioux Falls, SD 57104

REVISIONS	BY	DATE

DESIGNED BY: GLA
DRAWN BY: M.J.N.
PROJECT NO.: 19020
CAD: PP-Western Mdw

SCALE: 0" = 50'

WESTERN MEADOWS - PHASE 4
HARTFORD, SOUTH DAKOTA

RUUD TRAIL - NORTH

SHEET: **9**
VER 1
DATE: 6/05/19