

Hartford City Council Agenda
Tuesday, August 4, 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 - 07/21/2020
- Approve Bills submitted for Payment (if any)

Public Comments - Public Input on Non-Agenda Items

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

Visitors

- Laura Johnson - Summary of 2020 Park Rec Program

Applications, Agreements, Hearings, Resolutions & Ordinances

- 2nd Reading Ordinance #690 - Pets in the Park
- Approve the CARES Act COVID Recovery Fund Reimbursement Agreement
- Resolution 2020-9 - Authorization to Execute contract documents for the CARES Act Recovery Fund

Reports

- Minnehaha Sheriff Deputy Report - Deputy Kardas
- Chamber and Economic Development Director - Gabe Steinmeyer
- City Engineer Report - Stockwell Engineers
 *Pay Application #1 to Zacharias Construction for \$77,175.14
- Public Works Superintendent - Craig Wagner
- Finance Officer Report - Karen Wilber
- City Administrator Report - Teresa Sidel

Old Business

New Business

- Review Draft of Request for Proposals for future Wastewater Treatment Facility
- Review Draft lease agreement for use of city property

Correspondence

- Secretary's Award for Drinking Water Excellence

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

Adjournment

Next City Council Meeting: Tuesday - August 18, 2020

City Council Meeting – Regular Meeting July 21, 2020

Mayor Jeremy Menning called the meeting to order at 7:00pm with the following city council members present: Mark Monahan, Arden Jones, Mark Brenneman, Travis Kuehl, Mark O’Hara and LaVonne Randall. Also present were City Administrator Teresa Sidel, City Finance Officer Karen Wilber, Chamber & Economic Development Director Gabe Steinmeyer, City Attorney Tom Frieberg, City Engineer Mitch Mergen and approximately 7 people from the public.

BUSINESS ITEMS:

- **Approve Agenda:** Mayor Menning requested that the Western Meadows Preliminary Plan agenda item be move to right before the report section of the agenda. A motion was made by Kuehl, second by Jones to approve the agenda with the change requested - all voted yes, motion carried.
- **Approval of the Minutes:** A motion was made by Jones, second by Randall to approve the meeting minutes from July 7, 2020 – Monahan abstained with all others voting yes, motion carried.
- **Approval of the Bills:** A motion was made by Monahan, second by Kuehl to approve the bills submitted for payment – all voted yes, motion carried.

PUBLIC COMMENTS: Melissa Voss, who is the new editor for the Minnehaha Messenger, was present to introduce herself to the Council.

VISITORS: Deputy Damian Kardas was unable to be present at the meeting.

ORDINANCES, RESOLUTIONS, APPLICATIONS AND HEARINGS:

- **1st Reading of Ordinance #690 Pets in the Park:** The current ordinance regarding pets in the park is very general and simply states that no pets are allowed in the park. It was the consensus of the Council at the last meeting to allow pets in the parks with the exception that they would not be allowed in the actual playground area or on ball/soccer fields. Ordinance #690 reflects these changes. A motion was made by Kuehl, second by Brenneman to approve 1st reading of Ordinance #690 Pets in the Park – all voted yes, motion carried.
- **Policy 2020-1 Storm Water Runoff:** This policy defines what stormwater runoff is, the difference between public and private drainage areas, and how the City addresses any stormwater runoff issues. Bud Jensen, who resides at 105 N Kingsbury Ave, was present to ask the council and city attorney questions. A motion was made by Monahan, second by Randall to approve Policy 2020-1 as presented – all voted yes, motion carried.
- **Review Proposed Updates to Subdivision Regulations:** City Engineer Mergen presented a draft of the updated subdivision regulations which now incorporates wording for the new street lift policy. Proposed regulation require that the final lift of asphalt shall not be installed until one construction season after all the underground infrastructure, such as water and sewer systems, is constructed. Further discussion was held as to what constitutes a construction season and if a minimum number of months should also be incorporated into the regulations. It was the consensus of the council to forward these updated regulations to the Planning & Zoning board for their review with the notation that a 6-month minimum should be added to the wording.

NEW BUSINESS:

- **Western Meadows Addition – Amend Preliminary Plan:** Bonnie Mogen of Costello Companies was present to request some amendments to the preliminary plan for the Western Meadows Addition. The original plan was approved in 2014. The requested changes are as follows:
 1. Eliminate the extension of water/sewer services from Ruud Trail to the I-90 ditch but leave a 20’ easement between Lot 6 & Lot 7, Block 6 for future lines to be installed by others, if needed. Costello’s feels there is no benefit to Western Meadows to install these lines and it is not typical for the developer to extend utilities to an adjacent developer/property owner.
 2. Eliminate a pedestrian easement on the south side of Lot 8, Block 6. Costello’s feels, for safety reasons, that pedestrians should not access the industrial lots from the residential area.
 3. Eliminate Schaefer Lane. Originally added to access future lots, the proposed new plat of the industrial lots that completes the Ruud Trail loop and adds Lot 7, Block 6, eliminates the need for Schaefer Lane.
 4. Eliminate the 40’ landscape buffer along future Lot 26 & 27, Block 4. With the landscape buffer, the proposed lots are too narrow to develop. An alternative, if the buffer is eliminated, would be to include a landscape requirement when selling the lots that trees must be planted along this frontage.
 5. Eliminate the Ruud Lane connection to Mickelson Road that lies north of Opal Lane. Since these preliminary plans were approved in 2014, Diamond Trail has been constructed and provides the second access needed to the industrial area therefore eliminating the need for Ruud Lane to connect to Mickelson Road.

After lengthy discussion on these items between the developers, city engineer, and the council the following action was taken:

- A motion was made by Monahan, second by Kuehl to eliminate the extension of water/sewer services from Ruud Trail to the I-90 ditch but to leave a 20' easement to allow for future lines – all voted yes, motion carried.
- A motion was made by Monahan, second by Jones to eliminate the Ruud Lane connection to Mickelson Road north of Opal Lane – all voted yes, motion carried.
- A motion was made by Monahan, second by Jones to eliminate Schaefer Lane – all voted yes, motion carried.
- A motion was made by Monahan to table item #2 & #4 until the next meeting – motion failed due to lack of second.
- A motion was made by Brenneman, second by Kuehl to eliminate the pedestrian easement on the south side of Lot 8, Block 6 with the 20' water main easement remaining on the south side of Lot 8, Block 6 – Monahan voted no with all others voting yes, motion carried.
- A motion was made by Kuehl, second by O'Hara to remove the 40' landscape buffer requirement on Lot 26 & 27, Block 4 – Monahan voted no with all others voting yes, motion carried.

REPORTS:

- **Fire Department Report:** Fire Chief Bryon Shumaker was present to give a fire department update. For June there were 48 total calls with 16 in city limits. Shumaker gave a recap of training that was held in June for both EMS & Fire. The department has also been working implementing mental health resources for its members.
- **Engineer Report:** Mitch Mergen provided engineer updates:
 - Ruud/Opal Lane Intersection Improvements – A preconstruction meeting was held on June 29th. Work is scheduled to begin July 27th.
 - 9th Street Improvements – Construction began July 6th. Sanitary sewer facilities are complete, and water main installation is in progress. Once underground facilities are done, work will start on the roadway.
 - Industrial Park Sanitary Sewer Extension – Work continues on assisting City staff with the grant application.
 - Waste Water Treatment Facility – Soil borings are complete. Environmental agencies have been notified of the project. Wetland delineation services are in progress as well.
 - Vandemark Avenue Improvements – Warranty inspection are underway. Areas in need of repair will be marked and forwarded to the contractor to address.
- **Public Works Report:** Public Works Superintendent Wagner's report was provided to the council.
 - Streets – Slurry seal work is scheduled for the second week of Aug. Mosquito fogging was done this past week with spraying to continue as needed throughout the summer. Street sweeping was done this past week with staff planning to sweep at least once a week. The speed trailer is out on Vandemark Ave. Staff continues to work on drainage areas. Staff will install signage received from the Dept of Public Safety at the site of the fatal accident that happened earlier this year.
 - Water – Staff continues to change out meters as time allows.
 - Sewer – Discharging is done. Once results are received on the last discharge, reporting will be completed.
 - Parks – Wagner is obtaining pricing on refurbishing the used playground equipment the city purchased.
- **Finance Officer Report:** City Finance Officer Wilber's report was provided to the council. Items included cash balances, sales tax revenue and committee fund balances as of June 30th and a recap of bills submitted for payment. The calendar of events was also provided. The Municipal League's annual conference has been cancelled for this year due to the ongoing situation with COVID-19.
- **City Administrator Report:** City Administrator Sidel's report was provided to the council. Information was provided on the Elected Officials Workshop that is scheduled for Sept 2nd in Pierre. The pool season has gone smoothly. The closing date has yet to be determined. Depending on staffing, we will try to keep it open as long as possible. The Park Rec Program is going well. Sidel will be working on the RFI for the WWTF to be presented at the Aug 4th council meeting. Howard & Donna Davis have generously donated funds to purchase 4 ball returns for the 2 softball fields at Swenson Park and 2 fields at the City Park.

OLD BUSINESS:

- **Oath of Office:** Mark Brenneman, who ran unopposed for Ward 1, took his oath of office and was sworn in as a council member for a two-year term.
- **Election of Council President:** A motion was made by Kuehl, second by Monahan to nominate Arden Jones for Council President. A motion was made by Monahan, second by Kuehl to cease nominations and cast a unanimous vote for Arden Jones as Council President – all voted yes, motion carried.
- **Election of Council Vice-President:** A motion was made by Jones, second by Monahan to nominate Travis Kuehl for Council Vice-President. A motion was made by Monahan, second by Jones to cease nominations and cast a unanimous vote for Travis Kuehl as Council Vice-President – all voted yes, motion carried.
- **HADF – Request for 2025 Envision Funding:** Keith Matthiessen & Al Doeve were present to discuss the 2025 Envision campaign and request the balance of the City's pledge amount for 2020. At the April 7th council meeting

the council approved an 800k pledge amount over 5 years, resulting in a yearly pledge amount of 160k. They also approved payment of 50k to the campaign at that time. A motion was made by Jones, second by Randall to approve payment of the 110k pledge balance for 2020 – Kuehl & O’Hara abstained with all others voting yes, motion carried.

NEW BUSINESS:

- **Marketing Video:** CEDD Gabe Steinmeyer was present to discuss a marketing video put together by Pin Studios at a recent Dakota Resources Rural X conference held at Buffalo Ridge Brewing. As it is now, the video contains drone footage of Hartford’s downtown area. Steinmeyer thought that this video would be another great way to market Hartford as well as using it on the City’s website and social media accounts. In its current state, it could be purchased for \$300. To add more aerial footage, such as the golf course, school, sports complex, shopping areas and to add local business shots, to better showcase Hartford, would be an additional \$500 to \$800. Sidel pointed out that there is \$1,000 budgeted in 3rd Penny Sales Tax Expense that can be used for promotions/marketing. A motion was made by Kuehl, second by Brenneman to approve up to \$1,000 from 3rd Penny Sales Tax Expense to purchase a marketing video – all voted yes, motion carried.
- **Set 2021 Budget Meeting Date:** A motion was made by Monahan, second by Randall to set the budget meeting for Aug 26th at 7pm – all vote yes, motion carried.

CORRESPONDENCE: None

EXECUTIVE SESSION: A motion was made Kuehl, second by O’Hara to enter executive session pursuant to SDCL 1-25-2 (1) for personnel and SDCL 1-25-2 (3) for legal at 9:09pm – all voted yes, motion carried.

Minutes recorded by Finance Officer Karen Wilber.

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

Karen Wilber, Finance Officer

EXECUTIVE SESSION: A motion was made by Brenneman, second by O’Hara to exit executive session at 10:03pm – all voted yes, motion carried.

ADJOURNMENT: A motion was made by Brenneman, second by Kuehl to adjourn at 10:04pm – 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

2020 Park and Rec

Due to covid, park and rec made a few changes this year. Though we have always met in June or each summer, we pushed the program into July instead. This seemed to work well for many. We also did limit group sizes to 30 per group. We had 78 kids registered for park and rec, though averaged 20 kids a day in the first and second group, and around 10 in our last group. This was definitely a smaller group than past years, but it also worked well considering the circumstances. We did try to encourage social distancing, mostly in the shelter and whenever possible, and sanitized commonly touched areas and play equipment often. Kids were encouraged to bring labeled water bottles since water fountains were shut off. We rotated our game areas week to week as to not wear the grass out in one specific area in the park. Overall, we stayed under budget and though we were forced to make adjustments due to covid, we had a very successful park and rec season.

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

STATE OF SOUTH DAKOTA
LOCAL GOVERNMENT COVID RECOVERY FUND
REIMBURSEMENT AGREEMENT

This Agreement made and entered into by and between the Bureau of Finance and Management, a state agency, of 500 East Capitol Avenue, Pierre, South Dakota, (the “State”) and City of Hartford, a political subdivision of the State of South Dakota, of 125 N Main Avenue, Hartford, South Dakota (“Sub-recipient”).

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the “CARES Act”), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the Sub-recipient acknowledges that the State may, in its discretion, utilize CARES Act funds in order to assist counties and municipalities individually or on a statewide basis, all while ensuring compliance with the CARES Act; and

WHEREAS, in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, has allocated a portion of said funds on a statewide basis to reimburse counties and municipalities for COVID-19 expenditures as delineated herein; and

WHEREAS, the Sub-recipient is a county or municipality and seeks funding to reimburse expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the Sub-recipient acknowledges that any request for reimbursement of expenditures will only be for expenditures which were not accounted for in the Sub-recipient’s budget most recently approved as of March 27, 2020; and

WHEREAS, the Sub-recipient will only seek reimbursement for costs incurred during the period that began on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State retains discretion, consistent with the CARES Act and related U.S. Department of Treasury (“Treasury”) guidance, to act on a statewide basis to ensure efficient and responsible use of available CARES Act funds and avoid duplicating benefits through overlapping programs at the county or municipality level.

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, the State hereby enters into this Agreement for reimbursement of certain expenditures with Sub-recipient.

1. The Sub-recipient will submit to the State a reimbursement request, along with such supporting documentation acceptable to the State in its sole and absolute discretion, evidencing any eligible expenditure for which the Sub-recipient seeks reimbursement under this Agreement.
 - A. The Sub-recipient hereby declares that it does understand, agree, represent, and warrant that reimbursement under this Agreement will only be claimed for the purpose of covering allowable, allocable, and reasonable expenditures actually made by the Sub-recipient and that such costs:
 - (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - (2) Were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and
 - (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
 - B. The Sub-recipient separately represents and warrants that it will not claim reimbursement under this Agreement for expenditures 1) for which Sub-recipient previously received reimbursement from another source of funds including, but not limited to, other federal programs; or 2) for which Sub-recipient has a reimbursement request pending before another source of funds including, but not limited to, other federal programs. In the event Sub-recipient determines either of the conditions above apply to a reimbursement request that is pending or has been paid under this Agreement, it shall immediately provide notice to the State and withdraw its request or repay such funds provided hereunder, as applicable.
 - C. The Sub-recipient confirms the State may rely upon the foregoing representations and warranties in sections 1.A. and 1.B. on a continuing basis. Additionally, the Sub-recipient agrees submission of a reimbursement request shall act to reaffirm its representations and warranties as of the date of each such reimbursement request.
 - D. The Sub-recipient understands that further guidance concerning the authorized uses of federal COVID-19 funds is likely to become available on an ongoing basis due to the emergency nature of the federal program funding. The Sub-recipient therefore expressly agrees to be bound by the terms of any additional guidance the State may provide without further amendment of this Agreement, provided the State distributes such guidance via a circular memorandum, letter ruling, official

interpretive statement, FAQ, or other similarly formal expression of the State's position with respect to the administration of its federal award.

- E. To the extent further instruments, documents, or amendments may in the State's discretion become necessary either to achieve the purposes of this Agreement or to ensure the Sub-recipient's performance of its obligations herein, the Sub-recipient agrees it will execute such additional instruments, documents, or amendments at the State's request.
2. This Agreement shall be effective March 1, 2020 through December 30, 2020, unless sooner terminated pursuant to the terms hereof.
3. Compliance with Laws and Federal Sub-recipient Status

The Sub-recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to this Agreement, and will be solely responsible for obtaining current information on such requirements. By accepting this Agreement, the Sub-recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

- A. This Agreement specifically creates a recipient-sub-recipient relationship between the State and the Sub-recipient for federal funding purposes. As such, the Sub-recipient agrees to execute the Sub-recipient Responsibilities Annex contained in Annex A hereto. Upon execution, the Sub-recipient Responsibilities Annex shall be incorporated fully into this Agreement.
- B. In the event of a conflict between the provisions of the Sub-recipient Responsibilities Annex and those set forth in this Agreement, the terms and conditions of this Agreement shall prevail. Until execution of the Sub-recipient Responsibilities Annex and its incorporation into this Agreement, the State will have no obligation for reimbursement under this Agreement.
- C. The Sub-recipient understands and agrees that, in addition to the obligations in this Agreement, it will comply with all elements of the Uniform Grant Guidance (2 CFR 200.0 *et seq.*). Sub-recipient further understands and agrees that its obligation with respect to the Uniform Grant Guidance is an essential aspect of its performance under this Agreement and extends to, but is not limited to, the following:
- Conflict of interest;
 - Mandatory disclosures;
 - Pre- and post-award requirements;
 - Cost principles;
 - Financial reporting;
 - Pass-through/sub-recipient requirements;

- Audit requirements.

4. Conditioned on the availability of funds, the State will make payment upon receipt and approval of a reimbursement request supported by such documentation required in Section 1 above. Consistent with currently applicable Treasury guidance, the State will allocate \$200 million of its CARES Act funding on a statewide basis for reimbursement of county and municipal COVID-19 expenditures. In order to ensure an equitable allocation of said amount among counties and municipalities, this amount has been further allocated among those various jurisdictions consistent with the general per capita allocation approach provided for in Treasury guidance. The foregoing notwithstanding, Sub-recipient agrees this is a reimbursement agreement and that Sub-recipient has no present or otherwise vested interest in or entitlement to receive the full calculated amount of any allocation and under no circumstances is Sub-recipient entitled to any advance payment of such allocation. The TOTAL CONTRACT AMOUNT for any county or municipality is not fixed and is ascertainable only to the extent to which the Sub-recipient incurs costs eligible under this Agreement and funding remains available. Further, the Sub-recipient understands the amount allocated for the purposes of this Agreement is subject to change at the State's sole discretion as a result of subsequent federal guidance, changing needs, or other conditions associated with COVID-19 response. There is no guarantee of Sub-recipient's reimbursement until the State actually makes payment. Payment under this Agreement will be made consistent with SDCL ch. 5-26.

Sub-recipient acknowledges that when necessary to ensure efficient use of CARES Act funds, to comply with the CARES Act and related Treasury guidance, or to meet the needs of South Dakota, the State's use of funds on behalf of local governments satisfies Treasury guidance that may indicate a state should transfer 45 percent of its allocation to local governments.

5. Sub-recipient will adopt and use proper methods of administering the assistance requested through this Agreement, including the enforcement of any obligations imposed by law for carrying out this grant and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. The foregoing responsibility for administration is in addition to any specific requirements outlined in Annex A or found in federal law or regulation, including those in 2 CFR 200.0 *et seq.*
6. Indemnification and Remedies
 - A. The Sub-recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability, costs, attorney fees, or other proceedings that may arise as the result of its performance hereunder.
 - B. The State is providing funds hereunder on the basis of the Sub-recipient's undertakings in this Agreement. In addition to any other rights and remedies provided for elsewhere in the Agreement, including its Annex A, the Sub-recipient hereby agrees to repay the State an amount equal to any amount

disallowed by a subsequent audit or investigation, or the amount determined by a subsequent audit or investigation, as well as any excess funds it receives from the State under this Agreement. As security for, and additional comfort of, its ability to perform its repayment obligation under this Agreement, the Sub-recipient hereby grants to State a right of offset and intercept for any State funding or payment to which the Sub-recipient is entitled, now or in the future, for so long as any repayment obligation created by this section 6.B. remains unsatisfied.

- C. The various rights, powers, options, elections, and remedies of the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law, and shall in no way affect or impair the right of the State to pursue any other contractual, equitable, or legal remedy to which the State may be entitled. The election by the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
7. This Agreement may be terminated by either party hereto upon thirty (30) days written notice, but in any event, this Agreement is automatically terminated on December 31, 2020. In the event the Sub-recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. The State may terminate this Agreement by providing reasonable notice, which notice may be less than ten (10) days, of its intent to reallocate all remaining funding to another COVID-19 response purpose and establishment of a date after which reimbursement for Sub-recipient's expenditures will no longer be available. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for reimbursement requests received prior to the date of termination. Without limiting the foregoing, and in order to a) ensure all reimbursements under this Agreement remain chargeable to federal funds under the CARES Act and not to State funds; and b) to ensure CARES Act funds may be reallocated to ensure full utilization for COVID-19 response throughout the state, the State may additionally establish a date prior to termination after which it will no longer accept reimbursement requests and provide notice of the same to Sub-recipient under Section 18 herein.
8. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. If the State reallocates funds as contemplated in section 4 and remaining funding is insufficient to reimburse the Sub-recipient, this Agreement will be deemed terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
9. This Agreement may not be assigned without the express prior written consent of the State. Except otherwise provided for herein, this Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

10. The State agrees to provide technical assistance regarding the State's rules, regulations, and policies to the Sub-recipient and to assist in the correction of problem areas identified by the State's monitoring activities.
11. Sub-recipient certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
12. State's Right to Approve Subcontractors, Sub-Sub-Recipients, and Others
 - A. The Sub-recipient will not use subcontractors or sub-sub-recipients to perform work under this Agreement without the express prior written consent of the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-recipient will cause its subcontractors, sub-sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-sub-recipients. The Sub-recipient is required to assist in this process as needed.
 - B. The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.
13. Sub-recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.
14. The Sub-recipient agrees to abide by all applicable provisions of the following:

Byrd Anti Lobbying Amendment (31 USC 1352); Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180); Drug-Free Workplace; Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Drug Abuse Office and Treatment Act of 1972; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; Age Discrimination Act of 1975; Americans with Disabilities Act of 1990; Pro-Children Act of 1994; Hatch Act; Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended; Clean Air Act; Federal Water Pollution Control Act; Charitable Choice Provisions and Regulations; Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38; the Violence Against Women Reauthorization Act of 2013; and American Recovery and Reinvestment Act of 2009, as applicable; any other nondiscrimination provision in the specific statute(s) under which application for federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

15. The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient review of any reimbursements made hereunder, including records and documents regarding applications, determination for eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. Sub-recipient's obligations above shall in no way limit the application of the additional record requirements outlined in Annex A – Sub-recipient Responsibilities Annex.
16. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract the Sub-recipient certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this contract. The Sub-recipient further agrees to provide immediate written notice to the State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.
17. This Agreement, together with all amendments and attachments hereto, is a public record. Subject to the provisions of SDCL 1-27 referenced below, the parties further agree that all supporting documentation for reimbursements under this Agreement is a public record, may be posted online by the State, and in any case will be made available upon

request to members of the public. Confidential information or information protected from disclosure under SDCL 1-27 may be removed or redacted from any posting.

18. Any notice or other communication required under this Agreement shall be in writing and sent to the addresses set forth above. Notices shall be given by and to **Liza Clark** on behalf of the State, and by and to the **Sub-recipient signatory**, on behalf of the Sub-recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
19. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
20. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
22. The State acknowledges this Agreement is authorized under the provisions of SDCL § 5-18A-9 and that per SDCL § 5-18D-21(6) this Agreement is exempt from the bidding provisions of SDCL §§ 5-18D-17 to 5-18D-20, inclusive.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

SUB-RECIPIENT

By:

By:

Liza Clark, Commissioner
Bureau of Finance and Management

Jeremy Menning, Mayor
City of Hartford

Date

Date

ANNEX A

**STATE OF SOUTH DAKOTA
BUREAU OF FINANCE AND MANAGEMENT**

**Sub-recipient Responsibilities Annex
Between**

**City of Hartford
125 N Main Avenue
Hartford, SD 57033**

**State of South Dakota
Bureau of Finance and Management
500 E. Capital Avenue
Pierre, SD 57501**

Referred to as Sub-recipient

Referred to as State

The State and Sub-recipient hereby enter into this Sub-recipient Responsibilities Annex (together with the Reimbursement Agreement, the “Agreement” hereinafter) for a grant award of Federal financial assistance to Sub-recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) may be inserted below or may be included in an attached Exhibit A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-recipient’s consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective as provided for in Section 2 of the Reimbursement Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):

A. The Sub-recipient will undertake and complete the work or performance as described in Exhibit A.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“Cares Act”)). The amounts are indicated in Exhibit A, line f.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-recipient agrees to allow the State to monitor Sub-recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-recipient. In the event Sub-recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-recipient by the State, shall be retained in Sub-recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-recipient's established record retention policies.

All payments to the Sub-recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-recipient.

7. AUDIT REQUIREMENTS:

If Sub-recipient expends \$750,000 or more in federal awards during the Sub-recipient's fiscal year, the Sub-recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-recipient expends less than \$750,000 during any Sub-recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-recipient must be made available if needed and upon request at the Sub-recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-recipient attests to the following requirements as set forth in SDCL § 1-56-10:

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

Sub-recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, Sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

The State will prepare the closeout documents for grants less than \$250,000, which will consist of a (1) signed request to close the grant from the subrecipient. The State will prepare the closeout documents for grants \$250,000 or more, consisting of (1) a signed request to close the grant from the subrecipient and (2) an accounting from the subrecipient of all costs expended in conjunction with the grant. The State will review the accounting for accuracy or necessary corrections and upon verification of accuracy the State will submit the closeout to the federal agency for final reconciliation. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the closeout. If either the final financial report or the final audit discloses an overpayment to the sub-recipient, the State may, at its option, either require the sub-recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the sub-recipient under this Agreement or under any other agreement between the sub-recipient and the State.

10. PROCUREMENT

Sub-recipient agrees to follow procurements standards as found in 2 CFR 200.317 through 2 CFR 200.326 and SDCL 5-18A.

11. COST PRINCIPLES:

Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. PROPERTY MANAGEMENT STANDARDS:

The sub-recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

13. LICENSING AND STANDARD COMPLIANCE:

The sub-recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The sub-recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-recipient’s failure to ensure the safety of all individuals served is assumed entirely by the Sub-recipient.

D. AUTHORIZED SIGNATURES:

[SIGNATURE PAGE FOLLOWS]

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Jeremy Menning, Mayor, City of Hartford

Date

Liza Clark, Commissioner, Bureau of Finance and Management

Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its DUNS number):
- b. Sub-recipient's DUNS number and unique entity identifier:
- c. Federal Award Identification Number (FAIN):
- d. Federal Award Date: March 27, 2020
- e. Sub-award Period of Performance: *March 1, 2020 to December 30, 2020*
- f. Amount of federal funds obligated to the sub-recipient by this agreement: To Be Determined
- g. Total amount of the federal funds obligated to the sub-recipient:
- h. Total amount of the federal award committed to the sub-recipient:
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“Cares Act”).
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Awarding Agency: U.S. Department of the Treasury
Pass-through Entity: SD Bureau of Finance and Management
Contact Information: Monte R. Kramer
605-773-4743

- k. CFDA No(s) and Name(s): 21.019 – Coronavirus Relief Fund
- l. Is the grant award for research and development (R&D)? Yes___No__ **X**_
- m. Indirect Cost Rate for federal award: Not Applicable

City of Hartford, SD Resolution Number 2020-9

A RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTUAL DOCUMENTS WITH THE STATE OF SOUTH DAKOTA FOR THE RECEIPT OF CARES ACT FUNDS TO ADDRESS THE COVID-19 PUBLIC HEALTH CRISIS

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the “CARES Act”), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the City of Hartford acknowledges that the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the City of Hartford acknowledges that in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, may allocate CARES Act funds Act on a statewide basis to reimburse counties and municipalities as delineated herein; and

WHEREAS, the City of Hartford seeks funding to reimburse eligible expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the City of Hartford acknowledges that any request for reimbursement of expenditures will only be for expenditures that were not accounted for in the budget for the City of Hartford most recently approved as of March 27, 2020; and

WHEREAS, the City of Hartford acknowledges that it will only seek reimbursement for costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Hartford that the Mayor of Hartford may execute any and all documents as required by the State in order to receive CARES Act funds.

It is further

RESOLVED that any request for reimbursement will be only for those costs authorized by the State that: (1) Are necessary expenditures incurred due to the public health

emergency with respect to COVID-19; (2) Were not accounted for in the City budget most recently approved as of March 27, 2020; and (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

It is further

RESOLVED that the City will not request reimbursement from the State under the CARES Act for costs for which the City previously received reimbursement, or for which the City has a reimbursement request pending before another source.

Approved and adopted this 4th day of August 2020.

Jeremy Menning, Mayor
City of Hartford, South Dakota

ATTEST:

Karen Wilber, Finance Officer
City of Hartford, South Dakota

(seal)

MCSO HARTFORD FIELD OFFICE 30 DAY REVIEW, JULY 2020

Security checks: 12 (increase of 2)

Medical calls: 8 (decrease of 3)

Traffic stops: 94 (increase of 90)

- **Cites: 30**
- **Written Warnings: 46**
- **Verbal Warning: 30**

Follow-up: 13 (increase 3)

Neighbor dispute: 1 (decrease of 2)

Civil paper service: 8 (increase of 7)

Public assist: 18 (increase of 7)

DWI: 1 (decrease 3)

Parking problems: 4 (same)

Family dispute: 5 (decrease of 2)

SO Landlines: 15 (decrease of 3)

Assault: 1 (decrease of 1)

Abandoned vehicles: 4 (decrease of 2)

Suspicious vehicle: 4 (=)

Suspicious activity: 2 (decrease of 1)

Disorderly subjects: 4 (decrease of 1)

Traffic accidents: 1 (decrease of 1)

Warrant Service: 6

Runaway: 1

Larceny: 1

Vandalism: 2

Noise Disturbance: 5

Burglar Alarm: 3

Fireworks: 5

Total arrest: 5

Total case reports: 10

Total calls for service including Deputy initiated: 264 (increase of 2) 8.8 calls for service per day (30 day)



Continuing to respond to the receipt of RFI's from GOED and other sources. Continuing to work with Chamber, HADF, and DHI on budget preparation and proposal process for the City. Have been meeting with local land and business owners to introduce myself, build relationships, and better understand their needs and successes

Hartford Area Chamber of Commerce

- Working with Governance Committee to update Bylaws. Distributed a July Direct Mailer. Worked with Event committee to organize and host the Business in the Park BBQ, and for the upcoming Golf Classic. Working with executive board to develop a new strategy of bringing value to member businesses in successful ways despite the restrictions of COVID safety protocols. Brainstorming with Ambassador committee to assess how we can better welcome newcomers to Hartford and our interaction with member businesses.

Hartford Area Development Corporation

- Responded to four RFI's in the July. Have spoken with and given tours to multiple groups interested in various housing projects. Additionally, have been working with a handful of local and semi-local groups interested in locating their business here in Hartford. Continuing to monitor the status of other opportunities and working with local developers and landowners to formulate plans for future opportunities.

Regional

- Dakota Resources hosted a Housing Gathering event in July to discuss housing issues and meet with some housing resource providers to discuss potential projects and tighten ideas. Continuing to network with utility providers, regional partners, and additional entities to see what synergy exists between our organizations and how Hartford can utilize their services to grow our community.



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 | Since the last council meeting, the contractor has completed sanitary sewer, water main and storm sewer facilities. All remaining underground infrastructure is nearly complete.

Over the next several weeks, the contractor will begin excavating the roadway and preparing for gravel and curb and gutter. Temporary gravel access is in place and being maintained for adjacent properties.

Action | Pay application #1 will be presented for the Council to consider. The application is for work performed to date with \$8500 being held in retainage. The Contractor's work is roughly 15% complete. Our office recommends payment in the amount shown.

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 | Work began on July 27th. Temporary gravel access was constructed north of the intersection to allow access to residents along Trojan Avenue. The intersection is removed and the Contractor has started their work. Underground facilities will be constructed during the week of August 3rd. Once complete, roadway work will begin. The asphalt

within the project limits is being closely monitored for structural deficiencies. Additional removal limits may be necessary depending on conditions discovered once excavated.

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: GIS Updates ▪ Design Standard Updates
▪ Western Meadows Preliminary Plan Amendment ▪ Western Oaks Estates Construction Administration
▪ Feyder Ave Backyard Drainage ▪ TAP Assistance

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Hartford Owner's Project No.: 17038
 Engineer: Stockwell Engineers, Inc. Engineer's Project No.: 17038
 Contractor: Zacharias Construction, Inc. Contractor's Project No.: _____
 Project: 9th Street Improvements - Highway 38 to VandellMark Avenue
 Contract: Prime

Application No.: One Application Period: From 07/06/20 to 07/22/20 Application Date: 07/24/20

Item No.	Description	Units	Plan Quantity	Unit Price	Total to Date		Past Application		This Application		Remarks
					Quantity	Earned	Quantity	Price	Quantity	Price	
1	Mobilization	LS	1	\$33,900.00	0.5	\$16,950.00	0.5	\$16,950.00	0.5	\$16,950.00	
2	Incidental Work	LS	1	\$1,040.00	0.5	\$520.00	0.5	\$520.00	0.5	\$520.00	
3	Trench Dewatering	LS	1	\$1.04	0.5	\$0.52	0.5	\$0.52	0.5	\$0.52	
4	Temporary Boardwalk	Ft	50	\$10.40	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
5	Traffic Control Signs	SqFt	93	\$5.20	93	\$483.60	93	\$483.60	93	\$483.60	
6	Traffic Control, Misc.	LS	1	\$2,288.00	0.5	\$1,144.00	0.5	\$1,144.00	0.5	\$1,144.00	
7	Type 3 Barricade, 8' Double Sided	Each	12	\$83.20	12	\$998.40	12	\$998.40	12	\$998.40	
8	Turf Mix 1	Lb	125	\$10.40	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
9	Turf Mix 2	Lb	35	\$12.48	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
10	Fertilizing	Lb	197	\$1.04	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
11	Fiber Mulching	Lb	1975	\$0.52	5	\$416.00	5	\$416.00	5	\$416.00	
12	Inlet Protection	Each	8	\$83.20	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
13	Vehicle Tracking Control	Each	2	\$624.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
14	Overseeding	SqYd	3205	\$0.42	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
15	Placing Contractor Furnished Topsoil	CuYd	534	\$20.80	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
16	Verify Underground Facilities	LS	1	\$3,120.00	1	\$3,120.00	1	\$3,120.00	1	\$3,120.00	
17	Clearing	LS	1	\$520.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
18	Clear & Grub Tree, 6" to 24"	Each	6	\$260.00	6	\$1,560.00	6	\$1,560.00	6	\$1,560.00	
19	Remove Concrete Curb & Gutter	Ft	352	\$2.34	210	\$491.40	210	\$491.40	210	\$491.40	
20	Remove Concrete Pavement	SqYd	333	\$6.24	125	\$780.00	125	\$780.00	125	\$780.00	
21	Remove Asphalt Concrete Pavement	SqYd	191	\$2.08	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
22	Remove Concrete Sidewalk	SqYd	11	\$10.40	3	\$31.20	3	\$31.20	3	\$31.20	
23	Saw Existing PCC Pavement	LF	150	\$4.16	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
24	Saw Existing Asphalt	LF	80	\$2.60	4	\$208.00	4	\$208.00	4	\$208.00	
25	Salvage Traffic Sign for Rest	Each	2	\$52.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	
26	Temporary Mailbox	Each	29	\$104.00	29	\$3,016.00	29	\$3,016.00	29	\$3,016.00	
27	Manhole Construction Plate Marker	Each	3	\$104.00	0.0	\$0.00	0.0	\$0.00	0.0	\$0.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Hartford	Owner's Project No.:	
Engineer:	Stockwell Engineers, Inc.	Engineer's Project No.:	17038
Contractor:	Zacharias Construction, Inc.	Contractor's Project No.:	
Project:	9th Street Improvements - Highway 38 to Vandemark Avenue		
Contract:	Prime		

Application No.: One Application Period: From 07/06/20 to 07/22/20 Application Date: 07/24/20

Item No.	Description	Units	Plan Quantity	Unit Price	Total to Date		Past Application		This Application		Remarks
					Quantity	Earned	Quantity	Price	Quantity	Price	
28	Trench Stabilization Material	Ton	100	\$26.00		\$0.00			0	\$0.00	
29	Select Fill	Ton	200	\$16.64		\$0.00			0	\$0.00	
30	Remove Sewer Pipe	Ft	145	\$15.60		\$0.00			0	\$0.00	
31	8" Sewer Pipe 6'-8" Deep	Ft	418	\$33.28	418	\$13,911.04			418	\$13,911.04	
32	Sanitary Sewer Manhole Barrel Adjustment	Each	2	\$520.00		\$0.00			0	\$0.00	
33	48" Manhole 6'-8" Deep	Each	1	\$2,080.00	1	\$2,080.00			1	\$2,080.00	
34	8" Boot for Manhole	Each	2	\$78.00	2	\$156.00			2	\$156.00	
35	Manhole Frame & Cover	Each	3	\$390.00		\$0.00			0	\$0.00	
36	Manhole External Frame Seal	Each	3	\$312.00		\$0.00			0	\$0.00	
37	Plug Manhole Invert	Each	1	\$520.00		\$0.00			0	\$0.00	
38	Connect to Existing Manhole	Each	1	\$1,040.00	1	\$1,040.00			1	\$1,040.00	
39	Manhole Bench and Invert Reconstruction	Each	1	\$520.00		\$0.00			0	\$0.00	
40	6" Sewer Cap	Each	1	\$104.00	1	\$104.00			1	\$104.00	
41	Cap Existing Sewer	Each	2	\$260.00	1	\$260.00			1	\$260.00	
42	8"x6" Sewer Wye	Each	5	\$416.00	5	\$2,080.00			5	\$2,080.00	
43	Reconnect Sewer Service	Each	5	\$416.00	5	\$2,080.00			5	\$2,080.00	
44	6" Sewer Service	Ft	198	\$27.04	188	\$5,083.52			188	\$5,083.52	
45	8"x6" Sewer Tap	Each	1	\$416.00	1	\$416.00			1	\$416.00	
46	Sanitary Sewer Temporary Bypass	LS	1	\$1.04		\$0.00			0	\$0.00	
47	Manhole Exfiltration/Vacuum Test	Each	3	\$260.00		\$0.00			0	\$0.00	
48	PVC Sewer Pipe Deflection Test	Ft	418	\$1.04		\$0.00			0	\$0.00	
49	Sanitary Sewer Televising	Ft	418	\$2.34		\$0.00			0	\$0.00	
50	Remove Water Main	Ft	20	\$15.60	90	\$1,404.00			90	\$1,404.00	
51	6" C900 DR 18 PVC Water Main	Ft	13	\$37.44	15	\$561.60			15	\$561.60	
52	8" C900 DR 18 PVC Water Main	Ft	698	\$37.44	427	\$15,986.88			427	\$15,986.88	
53	6" MJ Gate Valve with Box	Each	1	\$1,144.00	1	\$1,144.00			1	\$1,144.00	
54	8" MJ Gate Valve with Box	Each	1	\$1,248.00	1	\$1,248.00			1	\$1,248.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Hartford	Owner's Project No.:	
Engineer:	Stockwell Engineers, Inc.	Engineer's Project No.:	17038
Contractor:	Zacharias Construction, Inc.	Contractor's Project No.:	
Project:	9th Street Improvements - Highway 38 to Vandemark Avenue		
Contract:	Prime		

Application No.: One Application Period: From 07/06/20 to 07/22/20 Application Date: 07/24/20

Item No.	Description	Units	Plan Quantity	Unit Price	Total to Date Quantity	Earned	Past Application Quantity	Price	This Application Quantity	Price	Remarks
55	8" MJ Bend	Each	2	\$520.00		\$0.00		\$0.00	0	\$0.00	
56	8"x6" MJ Tee	Each	1	\$520.00	1	\$520.00		\$0.00	1	\$520.00	
57	8"x6" MJ Reducer	Each	1	\$364.00		\$0.00		\$0.00	0	\$0.00	
58	6" MJ Cap	Each	1	\$260.00	1	\$260.00		\$0.00	1	\$260.00	
59	6" MJ Sleeve	Each	1	\$312.00		\$0.00		\$0.00	0	\$0.00	
60	Fire Hydrant	Each	1	\$3,120.00	1	\$3,120.00		\$0.00	1	\$3,120.00	
61	Temporary Flushing Hydrant	Each	1	\$104.00		\$0.00		\$0.00	0	\$0.00	
62	6" Fire Hydrant Extension	Each	1	\$572.00		\$0.00		\$0.00	0	\$0.00	
63	12" Fire Hydrant Extension	Each	1	\$650.00		\$0.00		\$0.00	0	\$0.00	
64	Cut and Tie to Existing Water Main	Each	2	\$1,560.00	1	\$1,560.00		\$0.00	1	\$1,560.00	
65	1" Water Service	Ft	20	\$31.20		\$0.00		\$0.00	0	\$0.00	
66	2" Water Service	Ft	53	\$36.40	40	\$1,456.00		\$0.00	40	\$1,456.00	
67	Water Service Reconnect (1")	Each	2	\$884.00		\$0.00		\$0.00	0	\$0.00	
68	Water Service Reconnect (2")	Each	2	\$1,560.00	1	\$1,560.00		\$0.00	1	\$1,560.00	
69	Water Service Stub-out (2")	Each	1	\$2,340.00		\$0.00		\$0.00	0	\$0.00	
70	Temporary Water Service	Each	4	\$130.00		\$0.00		\$0.00	0	\$0.00	
71	Remove Storm Sewer Pipe	Ft	21	\$15.60		\$0.00		\$0.00	0	\$0.00	
72	15" RCP Class 3, Furnish	Ft	58	\$13.52		\$0.00		\$0.00	0	\$0.00	
73	15" RCP, Install	Ft	58	\$38.48		\$0.00		\$0.00	0	\$0.00	
74	18" RCP Class 3, Furnish	Ft	247	\$17.68		\$0.00		\$0.00	0	\$0.00	
75	18" RCP, Install	Ft	247	\$39.52		\$0.00		\$0.00	0	\$0.00	
76	Class M6 Concrete	CuYd	5.8	\$988.00		\$0.00		\$0.00	0	\$0.00	
77	Reinforcing Steel	Lb	237	\$2.60		\$0.00		\$0.00	0	\$0.00	
78	Type B Frame & Grate	Each	3	\$6,843.20		\$0.00		\$0.00	0	\$0.00	
79	Junction Box Frame & Cover	Each	2	\$478.40		\$0.00		\$0.00	0	\$0.00	
80	Connect to Existing Structure	Each	2	\$1,040.00		\$0.00		\$0.00	0	\$0.00	
81	Unclassified Excavation	CuYd	3650	\$9.36		\$0.00		\$0.00	0	\$0.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Hartford	Owner's Project No.:	
Engineer:	Stockwell Engineers, Inc.	Engineer's Project No.:	17038
Contractor:	Zacharias Construction, Inc.	Contractor's Project No.:	
Project:	9th Street Improvements - Highway 38 to Vandemark Avenue		
Contract:	Prime		

Application No.: One Application Period: From 07/06/20 to 07/22/20 Application Date: 07/24/20

Item No.	Description	Units	Plan Quantity	Unit Price	Total to Date		Past Application		This Application		Remarks
					Quantity	Earned	Quantity	Price	Quantity	Price	
82	Unclassified Excavation for Grade Stabilizatio	CUYd	200	\$9.36	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
83	Geotextile Fabric for Grade Stabilization	SqYd	4457	\$2.18	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
84	Scarify & Recompact Subgrade	SqYd	4457	\$0.21	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
85	Aggregate Base Course	Ton	3350	\$17.16	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
86	Crushed Angular Washed Rock	Ton	853	\$18.72	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
87	Asphalt Concrete Composite, PG58-34	Ton	1075	\$82.16	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
88	Concrete Curb & Gutter, Type SF66	Ft	1754	\$16.90	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
89	6" PCC Fillet Section	SqYd	58	\$83.20	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
90	Concrete Valley Gutter, 6" Thick	SqYd	24	\$83.20	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
91	Adjust Manhole	Each	5	\$364.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
92	Valve Box Adjustment	Each	3	\$208.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
93	6" PCC Approach/Driveway Pavement	SqFt	305	\$65.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
94	4" Concrete Sidewalk	SqFt	6151	\$5.67	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
95	6" Concrete Sidewalk	SqFt	950	\$6.76	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
96	Detectable Warning Panel	SqFt	63	\$62.40	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
97	6" Accessible Curb Ramp Sidewalk	SqFt	683	\$9.62	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
98	Reset Mailbox	Each	29	\$130.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
99	Reset Traffic Sign	Each	2	\$104.00	\$0.00	\$0.00	0	\$0.00	0	\$0.00	
Contract Totals					\$85,750.16	\$0.00	\$85,750.16				

Maintenance Report – 8/4/2020

July 31, 2020

Streets

Slurry seal – I checked with Santo with Missouri Petroleum Products about the schedule for slurry sealing, it sounds like around the 13th or 14th they should be in Hartford.

Crack sealing – The contactor is in town today to work on this year's crack sealing.

Roads – I will be contacting Jim with Bumblebee Gibson on a second application of mag water. I am hoping for around the middle of August.

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 – I visited with Travis Dressen with SDDOT the other day. They are working their way towards Hartford with the turning lanes. We also visited about the "Welcome to Hartford" sign. They are "OK" where ever we put it as long as we stay out of their ROW.

9th Street – We are working with the contractor; we will be turning water off on Monday in that area to make the final tie in.

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

Street sweeping – With vacations we did not get the sweeper out this week. We will, or planning on having it out at least once a week the rest of the summer and fall.

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 have been working on changing them out, we have right around a 1,000 left.

Reports – No reports due until October.

Sewer

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

Reports – June's reports have been sent in; I will be working on July's reports next week.

Lagoons – We are done discharging for now.

Sagehorn lift station – All is good at this time.

Park

Parks – We have the prices for the refurbishing of the equipment, and we are planning on getting started next week with the sand blasting.

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 about a dozen loads left to haul and finish leveling it and we will be done with the building site. I have been working with Leslie with Reliabank and Mike Smith on a grant for trees for the ball fields. We are hoping to get enough money to have the trees past the outfield fences planted next spring.

Public Buildings – Nothing new at this time.

Budget – We are working on prices for the upcoming budget.

FINANCE OFFICER REPORT

August 4, 2020

Financials: I am working on the July month end duties. The following is a recap of revenue received for the month:

State of South Dakota	29,647.17	(1 st Penny Sales Tax)
State of South Dakota	29,647.17	(2 nd Penny Sales Tax)
State of South Dakota	10,181.84	(3 rd Penny Sales Tax)
State of South Dakota	4,142.85	(Alcohol Beverage)
State of South Dakota	4,198.85	(Local Hwy/Bridge Jan-Apr)
State of South Dakota	192.00	(Amusement Machine Revenue May-June)
Minnehaha County	5,395.87	(Real Estate Taxes)
Minnehaha County	404.34	(Street Maintenance Fee)
Minnehaha County	1,012.20	(2 nd Quarter Wheel Tax)
Minnehaha County	5,369.98	(2 nd Quarter Motor Vehicle Tax)
Howard & Donna Davis	356.00	(Donation for 4 Ball Returns)
Misc.	365.00	(Special Assessment Pmt – Mickelson Rd)
Misc.	5,494.88	(Pool Passes & Admission Fees)
Misc.	2,298.36	(Pool Concessions)
Misc.	3,395.33	(Building/Flatwork Permits)
Misc.	712.00	(Sale of Water Meters/Fittings)
Misc.	3,000.00	(W/S Hookup Fees)
Misc.	200.00	(Contractor License Renewals)
Misc.	642.00	(Surplus Dirt Purchases)

Cash Balances as of	June 2019	June 2020
Total General Fund	\$2,163,305.13	\$1,402,380.76
Revenue and Expenses for the Month of:	June 2019	June 2020
Revenue - General Fund	\$203,985.97	\$209,451.13
Expenses - General Fund	\$ 37,262.08	\$192,558.23
Revenue and Expenses	2019 Year-To-Date	2020 Year-To-Date
Revenue - General Fund	\$1,252,677.14	\$1,485,313.12
Expenses - General Fund	\$1,101,858.19	\$1,440,602.38

Swimming Pool: The pool is scheduled to close for the season on Aug 16th at 5pm.

2020 Elected Officials Workshop: Reminder that the deadline to register for this one-day workshop is Aug 15th. This workshop will be held on Sept 2nd in Pierre.

Calendar of Events:

August 2020:

Monday, 3 rd	Jamboree Committee Meeting @ City Park, 6pm
Tuesday, 4 th	City Council Meeting @ City Hall, 7pm
Wednesday, 5 th	3 rd Annual Chamber Golf Classic @ Central Valley Golf Course, 8am - 3pm
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

Sunday, 16 th	Pool Closing for the Season, 8:30pm
Tuesday, 18 th	City Council Meeting @ City Hall, 7pm
Wednesday, 19 th	HADF Meeting @ Stomping Grounds, 7:30am
Tuesday, 25 th	Planning & Zoning Meeting @ City Hall, 7pm
Wednesday, 26 th	HADF Meeting @ Stomping Grounds, 7:30am
Wednesday, 26 th	Budget Meeting @ City Hall, 7pm

Explanation of Agenda ItemsVisitors:

- **Laura Johnson:** The city's park rec program was held this year July 6th through July 31st. In order to comply with CDC guidelines and promote safety for our staff and participants, the number of participants was limited this year, pre-registration was required, and no daycares were allowed. All-in-all the program went well this year. Laura Johnson, the director of the program, will be present to give a summary to the council.

Applications, Agreements, Hearings, Resolutions & Ordinances:

- **2nd Reading of Ordinance #690 – Pets in the Parks:** As discussed, current city ordinance states that no pets are allowed in the park. This wording is vague, 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.
- **Approve COVID Recovery Fund Reimbursement Agreement:** In order to received reimbursement through the Cares Act for expenses incurred by the city due to COVID, the city needs to approve the Reimbursement Agreement between the State of SD and the City. It basically states that the city can get reimbursement for eligible COVID expense such as hand sanitizers, extra cleaning supplies, face masks, gloves, plexiglass barriers, special signage, police services, etc. We can submit for reimbursement for related expenses between March 1, 2020 and December 31, 2020. Once the agreement and resolution 2020-9 is approved by the city council, the city can register through their on-line portal and then submit reimbursements as they are expensed.
- **Resolution 2020-9- Authorization to Execute Contractual documents for the receipt of Cares Act Funds:** This resolution will allow the Mayor to sign any contractual documents, including the reimbursement agreement above, related to the receipt of funds from the Cares Act.

Reports (Action Items):

- **City Engineer Report:** Enclosed in your packet is pay application #1 to Zacharias Construction for the 9th Street Project. The amount due for this pay application is \$77,175.14, which covers completed items as of July 22nd. The work is approximately 16% complete.

New Business:

- **Review Draft of RFP for future WWTF:** Enclosed in your packet is a draft Request for Proposals for engineering firms that may be interested in our WWTF project. The City of Pierre did a proposal last year for updates to their system and they shared their template with me. Of course, it had to be tweaked to Hartford needs, but it was a good starting place. Basically, it states that the city is taking proposals for engineering services to evaluate various plant designs for the city, propose a design for the overall benefit of the city and facilitate the design, bidding and construction if selected. It outlines the requirements of the proposal and provides supporting information. Some items that the council still needs to discuss before the proposal is made available are:
 - Timeline of the process, especially when RFPs are due to the city
 - The RFP review process – Will there be an orientation meeting to go over the proposal with interested firms or will they need to contact the city with individual questions? Will there be a committee review to narrow down firms? Will the final firms selected present to the committee or to the entire council?
 - Do the percentages expressed in the evaluation criteria reflect what the city wants to emphasize?
- **Review Draft Lease Agreement:** Under council direction, the city attorney has drafted a sample lease agreement that can be utilized by the city to lease city owned land along Turtle Creek to the adjoining property owners. All other city owned property within the city can be monitored and addressed if need be. If the city wants to proceed with offering lease agreements to the owners along the creek, then staff will need to verify property pins and contact affected property owners for discussion.
- **Correspondence:** For the 15th consecutive year, the City of Hartford has successfully met all the requirements of the Safe Drinking Water Act and has been awarded the Secretary's Award for Drinking

Water Excellence. Craig, Neil, and Jesse O’Kane are all certified operations specialists – Congratulations to them for a job well done!

Non-Agenda Updates

- **Rural Water Services:** We are in discussions with Minnehaha Community Water Corp regarding taking over their services along Western Avenue. There are a few properties that the city can service that are within city limits but right now they are being services by MCWC verses the city. The cost to take over these services are approximately \$2500/each right now, but this cost is going to increase once MCWC completes an expansion project that they are currently doing. Once we have more information on the number of services and the costs involved, we will be bringing it to the council for discussion.
- **Phase 6 of Bike Trail:** Our letter of intent for phase 6 of the bike trail (along creek between Feyder and Main) has been submitted to the state. A representative from the state will be in town on August 5th to meet with Craig, Ross (Stockwells), and Leslie (SECOG) to go over the project in more details. The application submission deadline is October 1st.
- **Wellmark Grant:** We have sent an estimate for refurbishing the playset for Turtle Creek to Wellmark – they are processing the invoice and payment should be received shortly. We will start the project and hopefully have it up in Turtle Creek before the end of the season. Once erected, we will plan a ribbon cutting for the media and invite Wellmark representatives to attend.
- **Lock Box Ordinance:** To my understanding, Knox Box still is not setup to received orders from Hartford yet but Bryan Shumaker has been working with the company and it sounds like maybe things will be all set up next week and ready to take orders. When we do get it setup, letters will be sent to affected property owners by the city.
- **City Fines:** The Minnehaha Sheriff department has starting issues fines using Hartford’s ordinances – it will probably take about 1-2 months until the checks are processed and sent to the city but hopefully we will start to see some revenue generated from this.

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

**CITY OF HARTFORD
SOUTH DAKOTA**



REQUEST FOR PROPOSALS

**PROFESSIONAL ENGINEERING SERVICES
FOR DESIGN, BIDDING AND
CONSTRUCTION ADMINISTRATION OF A
WASTEWATER TREATMENT FACILITY**

RFP No. 2020-1

Advertisement
CITY OF
HARTFORD
SOUTH DAKOTA

RFP No. 2020-01
REQUEST FOR PROPOSALS

PROFESSIONAL ENGINEERING SERVICES
For Design, Bidding, and Construction Administration
of a Wastewater Treatment Facility

The City of Hartford, South Dakota is seeking proposals from interested engineering firms for design, bid and construction administration of a Wastewater Treatment Facility. The work is anticipated to begin as soon as possible.

Proposals must be received by 2:00 p.m., **September 15, 2020**. Submissions shall be hand delivered or mailed to City of Hartford – Attn: City Administrator, 125 N Main Avenue, Hartford, South Dakota 57033. The submission shall be in a sealed envelope clearly labeled **“RFP No. 2020-01 Proposal for Professional Engineering Services - Wastewater Facility Improvements”**. No faxed, e-mailed, or electronic submissions will be accepted.

Proposal Requirements (More details under Qualification Requirements)

- Cover Letter – summarizing the firm’s interest, commitment, unique qualifications, and outline of scope of services to be provided.
- Project Report Summary – an outline and description of the written report detailing information such as, evaluation of the city’s current wastewater facility and suggested design of future wastewater facility.
- Firm Profile – detailing the firms experience, staffing, equipment, technology, and other pertinent information that demonstrates the firm’s capability to provide high quality reliable services to the city.
- References
- Service Cost Proposal

The City of Hartford reserves the right to reject any or all submissions, to waive technical or legal deficiencies, and to accept any statement that it may deem to be in the best interests of the City.

**CITY OF HARTFORD, SD
RFP No. 2020-01**

REQUEST FOR PROPOSALS

PROFESSIONAL ENGINEERING SERVICES

Wastewater Treatment Facility

Sealed Proposals, plainly marked “RFP No. 2020-01 Proposal for Professional Engineering Services - Wastewater Treatment Facility” on the outside of the mailing envelope, addressed to the City of Hartford – Attn: City Administrator, 125 N Main Avenue, Hartford, South Dakota 57033 will be accepted until **2:00 p.m., September 15, 2020**. Three hard copies of the proposal shall be submitted, along with one electronic copy.

Funding

Proposed funding for this project is through local funds, SDDENR State Revolving Loan Funds (SRF) and possible grants.

BACKGROUND

Hartford’s current wastewater treatment facility was built in 2000. It is in the southeast corner of the community on the north side of Interstate 90 and east of Western Avenue. The wastewater treatment facility consists of two aeration cells and three tertiary lagoons. All the wastewater in Hartford is pumped, by the assistance of 2 minor lift stations, to the city’s Main Lift Station and then to the wastewater treatment facility. Prior to entering this main lift station, the sewage is pretreated via a mechanical bar screen. After being pumped to the wastewater treatment facility the sewage enters the aeration cells and then passes into the tertiary cells. The system operates under Surface Water Discharge (SWD) Permit #SD0021750 and is permitted to discharge to an unnamed tributary of Skunk Creek. The facility was designed for a mx population of 4,550 and has a max storage volume of 78 million gallons. The aeration cells A and B both have a water surface area of 1.85 acres. Tertiary cell one has a water surface area of 14.9 acres, tertiary cell two has a water surface area of 14.4 acres and tertiary cell three has a water surface area of 12.6 acres. The aeration cells are 20 feet deep. The tertiary cells all have an effective storage depth of six feet. Typically, the dikes on the tertiary cells are eleven feet deep. The top three feet are for freeboard and the bottom two feet are for residual storage resulting in an effective storage depth of six feet. Freeboard is used as a safety factor and the water level should never be into the freeboard. The freeboard also keeps wave action from overtopping and breaching of the berm.

A Master Plan for Wastewater Collection and Treatment was completed in 2017 and will be available for reference. This study indicated the need for an upgraded wastewater treatment facility. The city’s current treatment facility is reaching its life expectancy and issues such as high flows, stricter discharge limits, and algae buildup will make this facility obsolete at some point. The City of Hartford has determined that a new wastewater treatment facility would be in the best interest of the city. Land for a future Wastewater Treatment Facility has been secured and annexed into the city. This land consists of 2 parcels on the west side of Exit 390 along Interstate 90. Fifteen acres to the north of the interstate and twenty acres to the south of the interstate. Due to the large scope of the project and amount of tax dollars involved, the city is seeking requests for proposals from interested engineering firms for design, bid and construction administration of a new Wastewater Treatment Facility.

PROJECT GOALS

The city is seeking an engineering firm to help with all aspects of engineering a new wastewater facility, including but not limited to, familiarization of the city's present and future wastewater needs, evaluation of various wastewater facility designs, propose a design for the overall benefit of the city, and facilitate the design, bidding and construction to see the project come to fruition.

- A. Familiarization of the City's Present and Future Wastewater Needs: Your team must be able to gather data and analysis the city's current wastewater needs and forecast the city's future wastewater needs in order to propose a system that will address current issues, will meet future needs, and be the best use of tax payer's dollars. The city will provide any information necessary to help facilitate this.

- B. Evaluation of Various Wastewater Facility Designs & Proposal of Design: The City is open to reviewing various wastewater facility designs. We are seeking a firm that will analysis the pros and cons of various designs and then present a design that they believe is in the best overall interest of the city and its taxpayers. The city is open to reviewing a system that will address the overall needs of the region if beneficial and not cost prohibited. The following criteria should be considered when reviewing various designs:
 - Can meet current and future state guidelines and discharge standards
 - Proven to work under Midwest weather conditions
 - Incorporates efficiencies
 - Cost effectiveness of construction
 - Cost effectiveness of on-going operation and maintenance

- C. Facilitate the Design, Biding and Construction: The chosen engineering firm will be expected to not only present a facility design but to also provide engineering for that design, assist with the biding process, and provide engineering during the construction of the project. The city is also looking for a firm that will provide training on the new system and provide consultation services after the construction.

QUALIFICATION REQUIREMENTS

Each statement shall include the following components:

1. Cover letter.
2. Baseline requirements (see below).
3. Brief description of the firm, including name and address of submitting entity and a contact name, phone number and email.
4. Location of main office and location of any branch offices.
5. Project overview showing the consultants understanding of the project and scope of work.
6. Typical project approach focusing on uniqueness of firm.
7. Experience statement identifying work on similar projects. Experience statements shall identify the key design personnel involved in the project.
8. Summary of SDDENR SRF funding experience and grant experience.
9. Project Team Chart (with resumes) identifying the team who will be assigned to this job for the duration of the project. Including the qualifications and experience of each team member, especially wastewater facility experience, and the amount of time they have been employed with your firm.
 - a. Principal-in-Charge
 - b. Project Manager
 - c. Project Engineer(s)
 - d. Sub Consultants
10. Provide a list of all similar projects the firm has been involved with within the last 5-7 years.
11. Fee Proposal – An estimated cost for services and a format showing charge rates per hour per personnel classification (management, engineering, technical, drafting, and support personnel).
12. Three (3) copies of the proposal and qualification statement shall be submitted, along with an electronic copy on a USB flash drive.

All submissions shall be limited to a maximum of 20 pages.

BASELINE REQUIREMENTS

Each consultant shall provide a statement regarding each of the following:

- Consultant shall have registration and good standing with the Board of Technical Professionals, in order to perform work in the State of South Dakota. The awarding firm must be licensed to work in the State of South Dakota.

CITY ROLE

City staff will be responsible for administering the project and overseeing the consultant's work on this project. Representatives of the City of Hartford will review plans and other documents prepared by the consultant. The City staff will be accessible to the consultant for assistance.

PROPOSAL CONTENTS AND EVALUATION CRITERIA

The City of Hartford will review the proposals and rank the firm based on the following criteria:

1. Overall Quality of Proposal (10%),
2. Relevant experience of the firm, assigned personnel and its subcontractors (25%)
3. Understanding of the Project and Technical Approach (25%),
4. Local resource during and after the project completion (20%),
5. Cost Effective (10%),
6. Funding and Grant experience (10%),

Upon review of all responsive statements, the City may select one or more firms to interview. Upon completion of the interviews, the City will attempt to negotiate final Scope of Services and Fee with the selected firm. If the City is unable to reach agreement with the selected firm, the City reserves the right to negotiate with the next highest ranked firm until an agreement is reached.

RESERVATION OF RIGHTS

The City of Hartford reserves the right to reject any or all statements, to waive technical or legal deficiencies, and to accept any statement that it may deem to be in the best interest of the City of Hartford. The City reserves the right to make such inquiries regarding the firm's qualifications and reputation as it deems necessary to evaluate the firm.

CONTRACT DOCUMENT

Upon selection, the successful Consultant will prepare Engineering Contracts for execution. All information, data, documents, photos, computer records and other materials of any kind acquired or developed by the Consultant pursuant to this proposal shall be the property of the City of Hartford.

INQUIRIES

All inquiries regarding this RFQ should be submitted via email to City Administrator Teresa Sidel – cityhall@hartfordsd.us no later than 3:00 p.m. Friday, August 28, 2020.

INFORMATION AVAILABLE FOR REVIEW

As part of the preparation of the Statement of Qualifications, firms may schedule to review hard copies of plans and documents at Hartford City Hall during the business hours of 8:00 a.m. to 5:00 p.m. by calling the City Administrator at 605-528-6187.

CONTRACT TERMINATION:

City of Hartford reserves the right to terminate the contract if the Firm does not perform as required by the terms of the contract including, but are not limited, to the following reasons:

- Failure to provide sufficient personnel as identified in the RFQ.
- Failure to provide the principal Team as submitted.
- Substitution of the Team or other identified personnel without prior approval of City.

LEASE AGREEMENT

This lease entered into this ____ day of _____, 20____, made by and between the City of Hartford, a municipal corporation of 125 N. Main Avenue, Hartford, South Dakota 57033, hereinafter referred to "Landlord" and _____ of _____, Hartford, South Dakota 57033, hereinafter referred to as "Tenant", witnesseth:

WHEREAS, Landlord owns certain real property located in the City of Hartford, which is legally described as Tract A2, Block 1, Kelly Point Addition to the City of Hartford, Minnehaha County, South Dakota; and

WHEREAS, said property was transferred to the City of Hartford in part to ensure that Tenant's property would not be located in a flood plain; and

WHEREAS, Landlord's property abuts what is commonly referred to as Turtle Creek; and

WHEREAS, Landlord is desirous of leasing a portion of said Tract A2 to Tenant and Tenant is desirous of entering into this lease agreement concerning the use of that portion of Tract A2 which lies directly adjacent to Tenant's property and is a natural extension of lot lines of Tenant's property as more fully shown on Exhibit A attached hereto;

NOW THEREFORE, in mutual consideration of the covenants contained herein, it is hereby agreed as follows:

1. Term. The term of this lease shall be yearly with the lease to be annually renewed on or before March 1 of each year in order for Tenant to continue to use the property identified in this lease in a manner consistent with the terms and conditions of this lease.
2. Rent. Tenant shall pay to Landlord the sum of One Dollar (\$1.00) as and for annual rent of the property on an annual basis with said payment to be due upon the execution of this lease.
3. Leased Property. The leased property shall be that portion of Tract A2, Block 1, Kelly Point Addition to the City of Hartford, Minnehaha County, South Dakota

which is identified on the map attached hereto and incorporated herein as Exhibit A.

4. Use. The parties hereto agree that the property being leased shall be used only in such a manner that does not interfere with Landlord's ability to access the property for maintenance of Turtle Creek or other purposes deemed necessary by Landlord for maintaining its property which abuts and is adjacent to the Tenant's property and the leased premises as described herein.
5. No Claim to Title. The parties hereto agree that by entering into this lease agreement, there is no right by Tenant to claim any interest in the title to the leased premises and that the leased premises shall remain the sole and separate property of Landlord at all times. Tenant agrees that it shall not be entitled to make any claim for adverse possession of the property of the leased premises and that its right to use the property is conditioned upon compliance with the terms of this lease agreement.
6. No Claim for Damages by City. Tenant agrees that its use of the leased premises shall in no way be deemed to be a consent by the Landlord to agree to use of the leased premises by Tenant for purposes of improvements or other items of value placed upon the leased premises by tenant. In the event Landlord needs to access the leased premises, Landlord shall not be liable to Tenant and Tenant agrees to waive any claims for damages by Landlord to Tenant for Landlord's access to the property to maintain Turtle Creek in a manner deemed appropriate by Landlord. Landlord will make reasonable efforts to notify Tenant of its intentions with respect to maintenance of Turtle Creek, however, Tenant agrees and understands that in the event of an emergency situation, Landlord may not have the ability to contact Tenant with respect to Landlord's need to access the leased premises to provide emergency maintenance on Turtle Creek.
7. Prohibited Acts. Tenant agrees that it shall not construct any facilities upon the leased premises. Further, Tenant shall not engage in any activities upon the leased premises which are illegal under State

or Federal law or in violation of the City Ordinances of the City of Hartford, as amended from time to time.

8. Maintenance. Tenant agrees that it shall be responsible for maintenance of the leased premises to include but not limited to mowing and weed control, and agrees to maintain the leased premises in like manner as Tenant's property which abuts the leased premises.
9. Tenant Possession and Surrender. Landlord agrees that Tenant, upon paying the rents and complying with the terms and conditions of this lease shall peaceably and quietly have, hold and enjoy the rented property for the term of this lease.

Upon expiration of the term of this lease, unless renewed by agreement of the parties, Tenant shall surrender the property to Landlord in the same condition as received, ordinary wear and tear excepted. Tenant shall repair any damage to the property occasioned by Tenant's use thereof.

10. Landlord's Right of Entry. Landlord shall have the right to enter the property at all times to view, examine and assure Tenant is compliant with the terms and conditions of this lease and to perform such maintenance as Landlord, in its sole discretion, deems necessary.
11. Insurance and Indemnity. Tenant agrees to provide liability insurance for activities that it conducts upon the premises and to name the City of Hartford as an additional insured under said policy of insurance. The insurance shall a minimum liability limit of \$500,000 per occurrence. A certificate of insurance shall be provided to the City of Hartford upon execution of this Lease. Except for claims arising out of gross negligence of Landlord, Tenant shall fully indemnify, defend and hold Landlord harmless from and against any and all claims arising from Tenant's use of the property and failure by Tenant to perform any covenants required to be performed by Tenant hereunder.
12. Default by Tenant. In the event of default by Tenant for breaching any of the terms and conditions of this

lease agreement, Landlord may terminate the lease immediately if such breach is material. If the breach is not material, Tenant shall be provided written notice of any breach and shall cure said breach within three (3) business days of receiving such notice. A failure to remedy any non-material breach with three (3) days shall be cause for immediate termination of this lease agreement by Landlord.

13. Non-Assignment. Tenant agrees it shall not assign its rights under this lease without the written permission of Landlord.

Dated this ____ day of _____, 20__.

Landlord:
City of Hartford

Tenant:

By: _____
Mayor

Printed Name: _____
Address: _____

ATTEST:

Finance Officer



DENR
SOUTH DAKOTA

**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
denr.sd.gov

June 26, 2020

Mayor Jeremy Menning
City of Hartford
125 N Main Ave
Hartford, SD 57033

RE: Secretary's Award for Drinking Water Excellence

Dear Mayor Menning:

Congratulations to you from DENR! For 15 consecutive years the City of Hartford public water system has met the requirements of the Safe Drinking Water Act and the state of South Dakota's regulations. Fifteen consecutive years of supplying safe drinking water to the public is a remarkable achievement. It is our pleasure to present to you the **Secretary's Award for Drinking Water Excellence** that recognizes your system and the system's operation specialists that have demonstrated excellence in water system management and maintenance.

You will also find enclosed a draft press release concerning the award your system has received. The release can be provided to your local newspaper and includes information about the award as well as those operation specialists who have been recognized for their dedication and concern for safe drinking water. If any operation specialists are listed in error, please revise accordingly.

Thank you for all you have done these past 15 years to maintain safe drinking water for your consumers. If we can be of assistance to you, please contact us at (605) 773-3754.

Sincerely,

A handwritten signature in black ink that reads "Mark S. Mayer".

Mark S. Mayer, P.E.
Administrator
Drinking Water Program

cy: Craig Wagner, Utility Manager

Enclosure