

Hartford City Council Agenda
Tuesday, October 1, 2019 – 7:00 p.m.
Hartford City Hall

Mayor: Jeremy Menning
Ward 1: Mark Brenneman and Travis Kuehl
Ward 2: Mark Monahan and Brittany Glanzer
Ward 3: Scott Nelson and Arden Jones

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 – 09/17/2019
- 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

Applications, Hearings, Resolutions and Ordinances

- Special Event Application – Witches & Warlocks Wine Walk
- 7:05 Hearing for Special Event Application & Alcohol License – Buffalo Ridge Brewery
- Amend Special Event Application for Downtown Market – Change of October Date
- 7:10 Hearing for the Transfer of a Retail On-Sale Liquor License (RL5616) from American Legion to 120 Main Events, LLC

Reports

- City Engineer Report – Stockwell Engineers
- Public Works Superintendent Report – Craig Wagner
- Finance Officer Report – Karen Wilber
- City Administrator Report – Teresa Sidel
 - *Approval to Attend SD Planners Annual Conference

New Business

- Review/Approve Job Description for Part-Time Snow Removal Help
- Consider Transfer of City Property to HADF (Lot 6 Railway Addition)
- Review/Approve Billboard Renewal Leases for:
 - *Pizza Ranch
 - *Hartford Steak Co.
 - *Puthoff Insurance Agency
 - *AmeriInn – Southern 1/3 of East Face of Billboard #6
 - *ABR Antique Mall – South 1/2 of East Face of Billboard #3
 - *CC&F Retail dba Coffee Cup fuel Stop #10 – East Face of Billboard #1
 - Discuss 1 year lease for Billboard #4 – West Face
- Discuss Payment Options for Billboard Leases
- Discuss Recreational Program
 - *Review Proposed Job Description
- Discuss Leo Scherer Donation to City of Hartford
- Discuss Community Engagement Meeting

Correspondence

Executive Session (SDCL 1-25-2)

Adjournment

Next City Council Meeting: Tuesday – October 15, 2019

City Council Meeting – Regular Meeting September 17, 2019

Mayor Jeremy Menning called the meeting to order at 7:00pm at Hartford City Hall with the following city council members present: Mark Monahan, Mark Brenneman, Travis Kuehl, and Brittany Glanzer. Arden Jones was absent with notice. Scott Nelson arrived at 7:05pm. Also present were City Administrator Teresa Sidel, City Finance Officer Karen Wilber, Public Works Superintendent Craig Wagner, Chamber & Economic Development Director Jesse Fonkert, Recreation Director Nate Velander and City Engineer Mitch Mergen.

BUSINESS ITEMS:

- **Approve Agenda:** A motion was made by Kuehl, second by Brenneman to approve the agenda as set - all voted yes, motion carried.
- **Approval of the Minutes:** A motion was made by Brenneman, second by Glanzer to approve the meeting minutes from September 3, 2019 – all voted yes, motion carried.
- **Approval of the Bills:** A motion was made by Kuehl, second by Monahan to approve the bills submitted for payment – all voted yes, motion carried.

PUBLIC COMMENTS: None.

- **VISITORS:** Pool Manager Amy Sebert was present to give the 2019 end of season report for the pool. She recognized all the lifeguards and assistant managers that staffed the pool this year. Swimming lessons were offered twice during the season and were well attended. Passes sold included 236 family and 103 individuals in addition there were 20 pool parties booked. Barb Thaler was a great help with training and conducting drills throughout the summer. She also extended a thank you to city staff, in particular Neil Hanisch. All their help is instrumental on having a successful season.

ORDINANCES, RESOLUTIONS, APPLICATIONS AND HEARINGS:

- **2nd Reading of Ordinance #678 – 2020 Appropriations:** Ordinance #678 is the ordinance that outlines the 2020 budget that was voted on by the Council at the August 26, 2019 special budget meeting. A motion was made by Brenneman, second by Monahan to approve 2nd reading of Ordinance #678 – 2020 Appropriations – all voted yes, motion carried.

REPORTS:

- **Fire Department Report:** Fire Chief Bryon Shumaker was present to give a department update to the council. Shumaker reported that August had 34 total calls with 15 in city limits. They responded to one structure fire, which fortunately was knocked down very quickly and there were no injuries. An update was given on the various trainings that were held for fire and EMS services. The community day event held on Aug 24th went well and was well attended.
- **Recreational Director Report:** Director Nate Velander's report was provided to the council. Highlights include work on the following: completed website, launched a program survey, completed the bike & rec trails brochure, completed HAR promotional video and attended various meetings. The Chase the Ace Fundraiser will begin Sept 23rd 5 to 7pm at Blue42.
- **Chamber & Economic Development Director Report:** Director Jesse Fonkert's report, recapping activities for both the Chamber and HADF, was provided to the council. Highlights: held Chamber golf tournament, held ribbon cutting for Prairie Boutique and Mickelson Road, two new members joined in Aug, gave tour of Hartford to new WC teachers and attending other various meetings/events.
- **Engineer Report:** Mitch Mergen was present to provide engineer updates: Mickelson Road Improvements – The contractor will work on punch list items over the next couple weeks. Streetlights are now installed. Vandemark Roadway Improvements – Paving is now complete. Contractor will be working on completing the remaining sidewalks and restoring boulevard areas with topsoil and seed. Pay application #5 for work completed to date was presented to the council. A motion was made by Kuehl, second by Brenneman to approve pay application #5 to Soukup Construction, Inc. in the amount of \$286,316.49 – all votes yes, motion carried. Mergen informed the council that a proposal to add 9th St to the project was received from the contractor. Based on the pricing received, Mergen recommends looking at this again later in the year to decide if we want to let for bids yet this year or early 2020. Kuehl request that this item be put on the agenda for the Nov 5th meeting.
- **Public Works Report:** Public Works Superintendent, Craig Wagner's report was provided to the council. Highlights include:
 - Streets** – The skid steer is running good after warrantied repairs were done. Crack sealing is scheduled to be done in the coming weeks. Staff continues to blade gravel roads as needed. Street patching is nearly complete for the year. The DOT is conducting a speed study on Hwy 38 to determine if the speed limit can be lowered. They are also considering adding turning lanes on Hwy 38 at three different locations – Mickelson Rd, Colton Rd & 2nd St. Mosquito spraying continues as needed. Wagner providing info from the traffic counter.
 - Water** – Staff will install the remainder of this year's new meter read outs in Nov. The water main for Turtle Creek Highlands should be installed in the coming weeks. Staff will pull samples for testing as needed.

Sewer – The new 4G dialer at the main lift station will be installed next week. We continue to discharge from our lagoons.

Bike Trail – Three more benches are scheduled to be installed next week.

- **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 August 31st, a recap of bills submitted for payment and the calendar of events. A reminder of the upcoming registration deadline for the SDML annual conference was also given.
- **City Administrator Report:** City Administrator Sidel’s report was provided to the council. The closing on the bond for the Vandemark Ave project is scheduled for Sept 17th. The Weston Group has finished the wage compensation analysis of all full-time/year-round positions. The Planning & Zoning board is planning on holding a public meeting on Oct 29th to discuss the possible joint jurisdiction between the city and Minnehaha County. All property owners within the proposed joint jurisdiction area will be invited to attend.

OLD BUSINESS: None.

NEW BUSINESS:

- **Discuss Mickelson Road Project:** With the completion of the project, the city can now move forward with assessing abutting property owners for their portion of the street, water, sewer & sidewalk costs.
 - **Confirm Assessment Cost of Street, Utilities & Sidewalks:** Discussion was held on the assessment process. The developers along this stretch of road will be assessed for the street & utilities, while all property owners that abut the sidewalk will be assessed for the sidewalk. A motion was made by Brenneman, second by Kuehl to set the assessment costs as follows: \$100 per lineal foot for streets, actual costs for water, actual costs for sewer and actual cost for sidewalk. Further discussion was held on these costs. Kuehl called the vote. Nelson voted no with all others voting yes, motion carried.
 - **Confirm Payment Plan Options, Timeline & Interest:** Any party that is assessed can either pay their assessment in full or can elect to do a payment plan. There are two different payment plan options that the city can set. Payment Plan #1 would allow the Minnehaha County Treasurer to collect the payment from the property owner at the time payment is collected for real estate taxes on the property. Payment Plan #2 would allow all payments to come directly to the City. With this option, the City would have to send all notices to the property owners and track all payments, interest & penalties. A motion was made by Monahan, second by Nelson to elect Payment Plan #1 – all voted yes, motion carried. The council must now set the terms of the payment plan. A motion was made by Kuehl to set the terms at 5-years at 6% - motion failed due to lack of second. A motion was made by Monahan to set the terms at a 5-years at 8% - motion failed due to lack of second. A motion was made by Brenneman, second by Monahan to set the terms at a 5-years at 7% - Nelson voted no with all others voting yes, motion carried.
 - **Set Public Hearing Date & Time for Proposed Assessments:** An assessment roll will be drafted which will indicate each property being assessed and the amount of the assessment. This information will be sent to each property owner on the roll. A public hearing will be held to give all property owners a chance to ask any questions they may have and for the council to approve the assessment roll. A motion was made by Brenneman, second by Nelson to set the public hearing for Oct 15th at 7:05pm – all voted yes, motion carried.
- **Discuss Recreational Program:** Looking forward to the future, the recreation program will need to be assessed to determine how the City wishes to proceed in the coming year. A motion was made by Monahan, second by Nelson to table at this time – Kuehl voted no with all others voting yes, motion carried. Mayor Menning indicated that this topic would be put on a future agenda.

CORRESPONDENCE: None.

EXECUTIVE SESSION: A motion was made Monahan, second by Kuehl to enter executive session pursuant to SDCL 1-25-2(1) for personnel and SDCL 1-25-2 (3) for legal at 8:17pm – 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 Kuehl, second by Monahan to exit executive session at 8:51pm – all voted yes, motion carried.

ADJOURNMENT: A motion was made by Monahan, second by Glanzer to adjourn at 8:52pm – 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

**APPLICATION FOR A SPECIAL EVENTS PERMIT and USE OF
ALCOHOLIC BEVERAGES IN A PUBLIC AREA**
(No Alcohol Sales)

Downtown Hartford, Inc (organization/applicant), hereby makes application to the City of Hartford, South Dakota, to conduct an event described as follows:

Witches & Warlocks Wine Walk - participating businesses downtown will serve wine. Participants will purchase a wristband which will give them access to participating businesses. This will be a fundraiser for DTH.

Such event shall be conducted on the 1st day of November, 2019, between the hours of 5:00 pm and 10:00 pm.

The area of public property, street, alley, highway or public sidewalk upon which such event shall be conducted is as follows:

Downtown Hartford between North & 2nd Ave. Requesting closure of 1st Street between Alley & N. Main.

Address of Event: Downtown Hartford

Is the organization applying for the use of alcoholic beverages on described public property? Yes

I certify that this organization/applicant meets all criteria on front and back of this form.

Rickie Kunzweiler 9-9-19
Signature Date

Organization: Downtown Hartford, Inc
Applicant: Rickie Kunzweiler
Address: 125 N Main Ave, Hartford
Phone Number: 605-941-7961
Email: Backdoorgarden@outlook.com

THIS PORTION FOR OFFICE USE

The undersigned, City Administrator of Hartford, South Dakota, hereby certifies that the foregoing application has been considered and approved this _____ day of _____, 20____, and that the \$5 application fee have been thereof received.

Signature

Date

Request fee to be waived.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Hartford City Council will hold a public hearing on October 1, 2019 at 7:05pm in the City Council Room at 125 N Main Avenue, to consider a special events application submitted by Buffalo Ridge Brewing for use of alcoholic beverages in a public area in conjunction with its 1st Anniversary Party to be held on November 9, 2019 between the hours of 11am and 11pm. All interested persons may appear and be heard.

Dated this 19th day of September 2019.

Karen Wilber
Finance Officer

APPLICATION FOR SPECIAL EVENTS PERMIT
AND USE OF ALCOHOLIC BEVERAGES IN A PUBLIC AREA
(Grants a Special Malt and/or Liquor License)

Buffalo Ridge Brewing, a civic, charitable, educational, fraternal, or veterans organization
— or any licensee licensed as an on-sale liquor licensee (RL) or on & off sale malt beverage licensee
(RB), duly formed and operating under State Law (**circle which one applies to your organization**),
hereby makes application to the City Common Council of Hartford, South Dakota, to conduct an event
described as follows:

1st Anniversary Party using 1st Street, South of
our property, with open container permissions on our side
walk on front, to south and on 1st street between Main St and
alley.

Such event shall be conducted on the 9 day of November, 2019, between the hours
of 11 am and 11 pm.

The area of public street, alley, highway or public sidewalk upon which such event shall be conducted
is as follows:
sidewalk to the west & south of our property including 1st
St. from Main to alley East

Address of Event: 102 N. Main Ave

Is this organization applying for the use of alcoholic beverages on described public areas? Y or N
License Number of on-sale liquor license or on/off sale malt beverage license if applicable:

RB-26004 RW-26234

I certify that this organization meets all criteria on front and back of this form.

Callie Tuschen
Signature

9-10-19
Date

Organization: Buffalo Ridge Brewing
Applicant: Callie Tuschen
Address: 102 N. Main Ave
Phone Number: 605-999-6660
Email: support@buffaloridgebrewing.com

Recd \$25⁰⁰
CK #1141

THIS PORTION FOR OFFICE USE

The undersigned, City Administrator of Hartford, South Dakota, hereby certifies that the foregoing
application has been considered and approved this _____ day of _____, 20____, and the \$5
application fee and \$20 publishing fee thereof are received.

Signature

Date

- 1) Applicant must have liquor liability insurance. yes
- 2) Applicant must provide the City with commercial general liability insurance that names the City of Hartford as an additional insured – covering the duration of the event. yes
- 3) Applicant must plan a route for emergency vehicles and contact Hartford Fire & Rescue to determine need for EMS presence at the event. yes
- 4) Applicant must supply sufficient security control. yes
- 5) Applicant must verify that ample parking is available. yes
- 6) Applicant must supply garbage receptacles. yes
- 7) Applicant must supply public restroom facilities (portable toilets). yes
- 8) Applicant must supply clean-up crew. yes

Please initial each of the above verifying compliance.

35-4-11.4. Special malt beverage retailers' license--Special retail on-sale wine-dealers' license--Maximum period of validity--Necessary security for street dance. Any municipality or county may issue a special malt beverage retailers' license and a special retail on-sale wine dealers' license to any civic, charitable, educational, or fraternal organization in conjunction with a special event within the municipality or within the county. Educational does not include any elementary, secondary, or higher educational institution in the public school system of this state. Any license issued pursuant to this section may be issued for a period of time established by the municipal governing body or board of county commissioners. However, such period may not exceed fifteen consecutive days. If an organization receiving a license pursuant to this section conducts a street dance in conjunction with the special event, the organization shall provide qualified security personnel as deemed necessary by the governing body which issued the license to maintain order during the street dance.

35-1-5.3. Misdemeanor to consume or mix alcoholic beverages in public place other than licensed on-sale premises--Exception. It is a Class 2 misdemeanor for any person to consume any intoxicating liquor or to mix or blend any alcoholic beverage with any other beverage, regardless of whether the beverage is an alcoholic beverage, in any public place, other than upon the premises of a licensed on-sale dealer where the alcoholic beverage was purchased from the dealer for on-sale purposes. For purposes of this section "public place" means any place, whether in or out of a building, commonly and customarily open to or used by the general public and any street or highway. However, this section does not apply if the county commissioners or the governing body of the municipality, charged with the approval of alcoholic beverage license issuance, in their respective jurisdictions, shall give prior authorization for persons to consume or blend alcoholic beverages, but not to engage in the sale thereof, in or upon property described by the authorizing governmental subdivision, which property is publicly owned, or owned by a nonprofit corporation. The permit period shall not exceed twenty-four hours, and hours of authorized consumption shall not exceed those permitted for on-sale licensees.

35-4-124. Special alcoholic beverage licenses issued in conjunction with special events. Any municipality or county may issue:

(1) A special malt beverage retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (16) in addition to any other licenses held by the special events license applicant;

(2) A special on-sale wine retailers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4), (6), or (12) or chapter 35-12 in addition to any other licenses held by the special events license applicant;

(3) A special on-sale license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(4) or (6) in addition to any other licenses held by the special events license applicant;

(4) A special off-sale package wine dealers license in conjunction with a special event within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization or any licensee licensed pursuant to subdivision 35-4-2(3), (5), (12), (17A), or (19) or chapter 35-12 in addition to any other licenses held by the special events license applicant. A special off-sale package wine dealers licensee may only sell wine manufactured by a farm winery that is licensed pursuant to chapter 35-12;

(5) A special off-sale package wine dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization;

(6) A special off-sale package malt beverage dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization; or

(7) A special off-sale package dealers license in conjunction with a special event, conducted pursuant to § 35-4-124.1, within the municipality or county to any civic, charitable, educational, fraternal, or veterans organization.

Any license issued pursuant to this section may be issued for a period of time established by the municipality or county. However, no period of time may exceed fifteen consecutive days. No public hearing is required for the issuance of a license pursuant to this section if the person applying for the license holds an on-sale alcoholic beverage license or a retail malt beverage license in the municipality or county or holds an operating agreement for a municipal on-sale alcoholic beverage license, and the license is to be used in a publicly-owned facility. The local governing body shall establish rules to regulate and restrict the operation of the special license, including rules limiting the number of licenses that may be issued to any person within any calendar year.



CITY OF HARTFORD

125 N. Main • Hartford, SD 57033

Telephone: (605) 528-6187 • Fax: (605) 528-3320

www.hartfordsd.us

SPECIAL EVENTS PERMIT

The City Common Council of Hartford, South Dakota, has granted the Hartford Downtown Market a special event permit to allow a farmer's market and artisan vendor event on the last Thursday of each month from May 2019 through October 2019.

Dates: May 30, 2019; June 27, 2019; July 25, 2019; August 29, 2019;
September 26, 2019; October 31, 2019

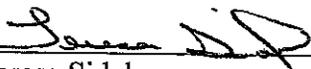
Time: 4:00pm to 9:00pm

Applicant: Callie Tuschen on behalf of the Hartford Downtown Market

Location of Event: 1st Street between Main Avenue and the first Alley to the East.

Event: Downtown Market

The undersigned, City Administrator of Hartford, South Dakota, hereby certifies that the above described event has been considered and approved this 7th day of May, 2017.



Teresa Sidel
City Administrator
City of Hartford

**Barricades for the event can be coordinated with Craig Wagner, Hartford Public Works Superintendent – 366-6115

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Hartford City Council will hold a public hearing on October 1, 2019 at 7:10 p.m. in the City Council Room, located at 125 N. Main Avenue, to consider the applications for transfer of a retail on sale liquor license (RL-5616) from American Legion to 120 Main Events, LLC. The applications have been received by the governing body and are filed in the municipal finance office.

Any persons and their attorneys may appear at said scheduled hearing and present objections to any or all of the above applications.

Dated this 19th day of September 2019

Karen Wilber

Finance Officer

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Garner Hansen
27119 SD Hwy 115
Harrisburg, SD 57032

Owner's Telephone #: 605-359-1625

B. Business Name and Address

120 Main Events LLC
120 N. Main Ave.
Hartford, SD 57033

Business Telephone #: 605-359-1625

Place of business is located in a municipality? Yes No

County: Minnehaha

Do you own or lease this property? Own Lease

Are real property taxes paid to date? Yes No

C. Indicate the class of license being applied for (submit separate application for each class of license).

- Retail (on-sale) Liquor
- Retail (on-sale) Liquor - Restaurant
- Convention Center (on-sale) Liquor
- Package (off-sale) Liquor
- Retail (on-off sale) Wine and Cider
- Retail (on-off sale) Malt Beverage & SD Farm Wine
- Package Delivery
- Hunting Preserve
- Other _____

Is this license in active use? Yes No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

Yes No If Yes, please list on the back page.

D. Legal description of licensed premise:

Lots 10 & 11 in Block 9 of Hartford City Proper

Have you ever been convicted of a felony? Yes No

E. State Sales Tax Number 1035-0936-ST

F. New license Transfer? (\$150) Re-issuance

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 09/12/2019 Print Name Garner Hansen Signature 

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on Sept 19, 2019. Public hearing on the application was held Oct 1, 2019, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held
Amount of fee collected with application \$ 170.00
Amount of fee retained \$ 170.00
Forwarded with application \$ —

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ **REVIEW** _____

If disapproved, endorse reason thereon and return to applicant

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

Name of corporation/partnership/LP LLC 120 Main Events LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 120 N. Main Ave. Hartford, SD 57033

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? Yes No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

| Name | Office | Address | Occupation |
|---------------|-----------|---------------------------------------|---------------|
| Garner Hansen | Principal | 27119 SD Hwy 115 Harrisburg, SD 57032 | Self Employed |
| | | | |
| | | | |

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

| Name | Type of License, License Number, Financial Interest Held, and Address of Business Location |
|---------------|--|
| Garner Hansen | On/Off Sale Malt Beverage With SD Farm Wine - RB3206 100%, 408 Main Ave. Brookings, SD 57006 |
| | |
| | |

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

27119 SD Hwy 115 Harrisburg, SD 57032 Garner Hansen

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date



9/12/19



Vandemark Roadway Improvements

The Vandemark Avenue Roadway Improvements project includes reconstructing the roadway, making water main improvements, and installing storm sewer from Highway 38 to the northern city limits. The project will also include extension of storm sewer in 9th Street to the east of Vandemark. Soukup Construction is the contractor performing the work.

Update | Work along Vandemark Avenue is substantially complete. The contractor finished sidewalks and is completing their final restoration along the project. Seeding operations north of 9th Street will occur after mid October to prevent early germination. Over the next several weeks, work along 9th Street will continue as the contractor finalizes their work.

Mickelson Road Improvements

The Mickelson Road project includes reconstructing the roadway and utilities from Patrick Avenue to Hwy 38. The project also includes roughly 440-ft of improvements along 464th Ave. Construction of the project is planned as a single phase to be constructed in 2018 that includes sanitary sewer, water main, storm sewer, grading, box culverts and roadway surfacing.



Update | A list of punch list items was presented to the Contractor to complete over the next several weeks. Street lights and fencing are now in place. Stockwell staff will be working on record drawings for the project and conducting a LOMR to finalize elevations with FEMA.

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.

Update | Plans will be updated and prepared for bid this winter.

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 | Stockwell staff prepared the infrastructure plan portion of the CIP for council and city staff to review. Once approved, Stockwell staff will perform the rate study portion and update the remaining CIP.

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 | Easements were presented to landowners along the project. Once executed, design work will resume.



Swenson Park Sports Complex Grading – Phase 2

The Swenson Park Sports Complex Grading - Phase 2 project generally consists of grading approximately 33 acres of the Swenson Park Sports Complex site that was not previously graded. Improvements will include grading, storm sewer installation, erosion control and seeding. RMS Excavating is the contractor.

Update | The Contractor reseeded the site on August 13. The seed has germinated and is beginning to fill in. The Contractor is preparing submittals for final payment.

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 | Stockwell and City staff are meeting to discuss alternate routes and potential sites for a treatment facility.

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: Coffee Cup Fuel Stop Expansion Site Plan Review ▪ Turtle Creek Inspections ▪ South Main Add, Blk 17 Site Inspection ▪ Schwartzle Apartments Drainage

Maintenance Report – 10/1/2019

September 26, 2019

Streets

Equipment- All of the equipment is running well at this time.

I-90 – No updates at this time.

Crack sealing- Crack sealing for this year is completed.

Replacement truck- We purchased a truck today; it is a 2014 F250. The truck has 109,000 miles and is in great shape. It has a service box on it but the box is getting replaced with a new service box. With the purchase of the truck, new box, two-way radio and other accessories need to put it in service; we will be below our budget number. The service box that is on it currently will be put on the dodge.

Gravel roads – We are still working on the gravel roads as needed. We will keep monitoring them to see if we will need to mag water yet this fall.

Roads – The guys are done patching for this year unless something would come up. Jesse was out sweeping today.

Hwy 38 – Travis Dressen with Dot sent me an email the other day to let me know they are working on a speed study for HWY 38. He also mentioned of the turning lanes along the highway, it looks like only Mickelson Road and the Colton Road intersections will have extra lanes. It also looks like this project is scheduled for 2023. I will be in contact with him on the necessity of these concerns and hopefully can have something happening sooner.

Signage – We will be putting up a few more speed limit signs on Mickelson road. We will be adding more speed signs and also some seat buckle signs on a few more streets throughout town. The seat buckle signs are from the Sherriff Department.

Mosquitoes – The mosquito traps are out and we have been spraying as needed.

Traffic counter – Nothing new at this time.

Water

Meters – We will start installing the rest of the new readers in November. We will know by then how many new installations we will have.

Reports – I will be filling out the quarterly reports tomorrow and sending them in. We received the waiver for asbestos sampling from DENR. The waiver is good until December 2028.

Mains – Metro Construction has installed all of the water main and service lines for the Turtle Creek Highland addition. All of the water samples have passed the bacteria tests and pressure tests.

Sewer

Main list station – Everything is working fine for now; Our flow is slowly coming down. The 4G updated dialer is here and I'm hoping to install next week. I was planning on installing last week but didn't have time. This dialer has to be replaced by the end of the year.

Reports – I will be filling out the DMR's as soon as I receive the last sample results in paper. These reports are due the 28th of October.

Lagoons – We have finished discharging, we had one sample that didn't meet the TSS criteria.

Sagehorn lift station – We had a pump go down with electrical problems this week. It has been fixed and running well.

Park

Parks – The mowing is starting to slow down. We will be fertilizing later this fall.

Turtle Creek – The SDBGN had a conference meeting the other day. They decided to hold off sending the request to the National Board and go before legislation to try and change the law on the State Board being able to make the decision. So, we won't have an answer until next year. The Board sounded pretty positive about it.

Century Square – I'm looking into cutting down the current Christmas Tree and replacing it with a smaller and better formed tree.

Bike Trail – The guys have installed two of the benches for the Bike and Trail Committee, they have one left to install after they have a location for it.

Sports complex – We have a little dirt work and seeding to do after installing the score boards and having the back stops fixed. We will be getting to this in a few weeks as the summer games wrap up. If it dries up, we will get back to hauling fill in for a future building and driveway. The extra rain we received this week has put a hold on these projects.

Public buildings- Nothing new at this time.

I will be at the Municipal Conference the following week, then I will be on vacation until October 29th.

Per-Vehicle Summary Report: Feyder Ave

Station ID : Feyder Ave

Info Line 1 : 100' south of Railroad St
 Info Line 2 : unit on east side

Last Connected Device Type : RoadRunner3

Version Number : 1.33
 Serial Number : 17332

GPS Lat/Lon :

Number of Lanes : 1

Source File : Feyder Ave (PerVeh, 1045-082919 To 1522-091719)

Posted Speed Limit : 0.0 mph

Lane Configuration

| # | Dir. | Information | Vehicle Sensors | Sensor Spacing | Loop Length |
|----|-------|-------------|-----------------|----------------|-------------|
| 1. | | | Axle-Axle | 4.0 ft | |
| 2. | Opp - | | Axle-Axle | 4.0 ft | |

Average Daily Traffic (ADT)

| <u>Weekday</u> | | <u>Weekend</u> | | <u>Total ADT</u> | |
|----------------|-----------|----------------|-----------|------------------|------------------|
| Cars : | 775 (97%) | Cars : | 481 (99%) | Cars : | 683 (97%) |
| Trucks : | 21 (3%) | Trucks : | 1 (1%) | Trucks : | 15 (3%) |
| Total : | 796 | Total : | 483 | Total : | 699 |

Speed Totals

| | | | | | |
|--------|----------|-------------------|---------------------|-----------------------|----------|
| 50 % : | 23.7 mph | Top Speed : | 77.3 mph | Average Truck Speed : | 23.3 mph |
| 85 % : | 28.1 mph | Low Speed : | 4.8 mph | Average Car Speed : | 23.7 mph |
| Avg : | 23.7 mph | 10mph Pace Speed: | 19.0 - 28.9 (77.8%) | | |

Peak Hour Totals

| | | | |
|-----------------------------------|--|-----------------------------|--|
| <u>AM Peak Hour (Volume)</u> | | <u>AM Peak Hour (Speed)</u> | |
| Weekday : 07:30 - 08:30 (Avg 103) | | 00:00 - 01:00 (25.0 mph) | |
| Weekend : 11:00 - 12:00 (Avg 38) | | 03:15 - 04:15 (26.8 mph) | |
| <u>PM Peak Hour (Volume)</u> | | <u>PM Peak Hour (Speed)</u> | |
| Weekday : 17:00 - 18:00 (Avg 104) | | 17:00 - 18:00 (25.0 mph) | |
| Weekend : 12:00 - 13:00 (Avg 40) | | 22:45 - 23:45 (24.5 mph) | |

Grand Totals

| | | | | | |
|----------------|------------------|------------------|---------|-------------------|-----------|
| Total Cars : | 13160 (683 ADT) | Average Length : | 10.7 ft | Average Headway : | 117.1 sec |
| Total Trucks : | 297 (15 ADT) | Average Axles : | 2.0 | Average Gap : | 116.7 sec |
| Total Volume : | 13457 (699 ADT) | | | | |

Per-Vehicle Summary Report: Mickelson Rd (Jacobsma)

Station ID : Mickelson Rd (Jacobsma)

 Info Line 1 : 100' East of Jacobsma
 Info Line 2 : unit on north side

GPS Lat/Lon :

Source File : Mickelson Rd (PerVeh, 1043-082919 To 1515-091719)

Last Connected Device Type : RoadRunner3

Version Number : 1.33

Serial Number : 17333

Number of Lanes : 1

Posted Speed Limit : 0.0 mph

Lane Configuration

| # | Dir. | Information | Vehicle Sensors | Sensor Spacing | Loop Length |
|----|-------|-------------|-----------------|----------------|-------------|
| 1. | | | Axle-Axle | 4.0 ft | |
| 2. | Opp - | | Axle-Axle | 4.0 ft | |

Average Daily Traffic (ADT)

| Weekday | | Weekend | | Total ADT | |
|----------|------------|----------|------------|-----------|------------------|
| Cars : | 487 (96%) | Cars : | 355 (89%) | Cars : | 443 (94%) |
| Trucks : | 16 (4%) | Trucks : | 40 (11%) | Trucks : | 24 (6%) |
| Total : | 503 | Total : | 395 | Total : | 467 |

Speed Totals

| | | | | | |
|--------|----------|-------------------|---------------------|-----------------------|----------|
| 50 % : | 33.4 mph | Top Speed : | 99.4 mph | Average Truck Speed : | 48.5 mph |
| 85 % : | 39.5 mph | Low Speed : | 5.6 mph | Average Car Speed : | 33.4 mph |
| Avg : | 34.1 mph | 10mph Pace Speed: | 27.7 - 37.6 (66.7%) | | |

Peak Hour Totals

| AM Peak Hour (Volume) | AM Peak Hour (Speed) |
|----------------------------------|---------------------------|
| Weekday : 07:15 - 08:15 (Avg 53) | 00:00 - 01:00 (38.1 mph) |
| Weekend : 10:45 - 11:45 (Avg 30) | 06:30 - 07:30 (36.9 mph) |
| PM Peak Hour (Volume) | PM Peak Hour (Speed) |
| Weekday : 16:45 - 17:45 (Avg 64) | 17:30 - 18:30 (33.7 mph) |
| Weekend : 16:15 - 17:15 (Avg 34) | 22:15 - 23:15 (42.6 mph) |

Grand Totals

| | | | | | |
|----------------|-----------------|------------------|---------|-------------------|-----------|
| Total Cars : | 8023 (443 ADT) | Average Length : | 11.2 ft | Average Headway : | 174.9 sec |
| Total Trucks : | 439 (24 ADT) | Average Axles : | 2.1 | Average Gap : | 174.7 sec |
| Total Volume : | 8462 (467 ADT) | | | | |

FINANCE OFFICER REPORT

October 1, 2019

Financials: I'm working on the September month end and quarter end duties. The following are revenue highlights for the month:

| | | |
|------------------------------|--------------|---------------------------------------|
| State of South Dakota | 78,133.47 | (1 st Penny Sales Tax) |
| State of South Dakota | 78,133.48 | (2 nd Penny Sales Tax) |
| State of South Dakota | 11,691.59 | (3 rd Penny Sales Tax) |
| Minnehaha County | 8,300.77 | (Real Estate Taxes) |
| Turtle Creek Highlands, Inc. | 640,864.16 | (Assessment for Mickelson Rd Project) |
| Misc. | 1,507,916.79 | (Vandemark Ave Bond Proceeds) |
| Misc. | 1,500.00 | (Water & Sewer Hookup Fees) |
| Misc. | 1,768.10 | (Building Permits) |
| Misc. | 3,273.00 | (Sale of Materials) |

| Cash Balances as of | August 2018 | August 2019 |
|---|--------------------------|--------------------------|
| Total General Fund | \$2,337,649.72 | \$1,785,539.21 |
| Revenue and Expenses for the Month of: | | |
| Revenue - General Fund | \$ 93,144.98 | \$ 47,095.70 |
| Expenses - General Fund | \$212,782.26 | \$203,994.97 |
| Revenue and Expenses | | |
| | 2018 Year-To-Date | 2019 Year-To-Date |
| Revenue - General Fund | \$1,437,389.67 | \$1,449,639.55 |
| Expenses - General Fund | \$1,357,386.51 | \$1,591,544.29 |

Budget: I sent the 2020 Budget Appropriation Ordinance to the county last week to ensure it was there before the October 1st deadline.

Calendar of Events:

Oct 2019:

| | |
|---|---|
| Tuesday, 1 st | Council Meeting @ City Hall, 7pm |
| Friday, 4 th | HADF Meeting @ Reliabank, 7:30am |
| Tuesday, 8 th | Planning & Zoning Meeting @ City Hall, 7pm |
| Tues 8 th – Fri 11 th | SD Municipal League Annual Conf @ Aberdeen |
| Friday, 11 th | HADF Meeting @ Stomping Grounds, 7:30am |
| Sunday, 13 th | HASR Meeting @ Blue42, 7pm |
| Monday, 14 th | Columbus Day Holiday – City Hall Closed |
| Monday, 14 th | Chamber Meeting @ Fire Station, 6:30pm |
| Tuesday, 15 th | Council Meeting @ City Hall, 7pm |
| Thursday, 17 th | Coffee with the Cops @ Stomping Grounds, 7am |
| Friday, 18 th | HADF Meeting @ Stomping Grounds, 7:30am |
| Friday, 25 th | HADF Meeting @ Stomping Grounds, 7:30am |
| Tuesday, 29 th | Planning & Zoning Meeting – Public Input on Joint Jurisdiction @ 7pm, Location TBD |

Explanation of Agenda ItemsHearings, Applications, Resolutions & Ordinances:

- **Special Event Application – Downtown Committee:** The Hartford Downtown Committee has applied for a special event application to allow a “Witches & Warlock Wine Walk” on November 1st from 5pm to 10pm throughout downtown. This event will allow people to purchase a wristband and then when they visit a participating business downtown, they are served a glass of wine – there will be no selling of the wine. This application is just asking to approve the event, allow public use of alcohol in the closed off area and to close Main Avenue between Menth and 2nd and close 1st Street between Main and alley to the east. Hartford Downtown is requesting waiver of the \$5.00 application fee.
- **Special Event Application – Buffalo Ridge Brewery:** Buffalo Ridge Brewery would like to hold a 1st Anniversary Party on November 9th from 11am to 11pm. They are asking permission to close 1st street between Main Avenue and the alley to the east and to allow open containers upon the sidewalks adjacent to the building and within the portion of 1st street that is closed. All application fees have been paid.
- **Amend Special Event Application for Downtown Market:** On May 7th, the city council approved a special event permit for the Downtown Market to hold a farmer’s market and artisan vendor event the last Thursday of the month from May through October. The last Thursday in October actually falls on Halloween so they would like council approval to change this October date from October 31st to the Thursday prior, which is October 24th. I just need council approval for this change of date.
- **Transfer of Retail On-Sale Liquor License:** The American Legion has sold, and the American Legion has applied to transfer their current retail on-sale liquor license (RL-5616) from them to the new owner 120 Main Events LLC (Garner Hansen). All the necessary paperwork has been completed and fee paid.

Reports (Action Items):

- **City Administrator Report:**
 - **SD Planners Annual Conference:** The South Dakota Planners Association is holding their annual conference October 16th & 17th in Brookings. This is an opportunity for zoning members and city planners to receive useful planning information and connect with others in the field. After looking at the agenda (enclosed), I would like to ask permission to attend on October 16th only. The cost would be \$55.00 for the day and no hotel would be needed. I have attended some of these conferences in the past and they usually are quite interesting and helpful – especially as our town grows.

New Business:

- **Review/Approve Job Description for Temporary Part-Time Snow Removal Position:** Karen has updated the city’s job description for part-time snow removal. We are asking the council to review and approve the job description so we can begin advertising for this position.
- **Consider Transfer of City Property to HADF:** Economic Development Direct Jesse Fonkert will be present to ask the city council to consider transferring the city owned lot at the NW corner of Main Avenue and Menth to the HADF for development. A proposal is enclosed for your consideration.
- **Review/Approve Billboard Renewal Leases:** There are 7 leases that are due for renewal with the city by the end of the year. I have sent out renewal letters and leases to all and have received signed agreements back from Hartford Steak Co, Puthoff Insurance, AmericInn, ABR Antique Mall and CC&F Inc dba Coffee Cup Fuel Stop #10 so far. Rental rates remained the same as previously agreed upon, but all leases incorporate the new rental policies of the city including no subleases, \$1000 deposit (adjusted by billboard space rental) and wording to require billboards to be erected within 90 days. I gave a deadline of September 30th for all leases to be returned if they wish to renew so I should have the other 2 leases to the council for review by our next meeting.

One billboard up for renewal is leased to CC&F Inc. They rent both the east face of billboard #1, which they are renewing for our standard 3-year lease term and they also rent the west face of billboard #4. Before they renew the lease for billboard #4, they are asking the city to consider changing the term of this lease agreement from 3 years to 1 year. This billboard advertises their Brandon location and they don’t believe this make sense anymore but instead of not renewing it at all, they would be willing to do a 1-year lease in order for the city to find another tenant. (They did note that they are interested in a second east facing billboard so I will put them on our list if one becomes available)

- **Discuss Payment Option for Billboard Leases:** Currently, our billboards are lease for 3-year terms, with monthly payments as agreed upon. I was asked by one of our billboard tenants if the city would consider a discount for prepayments. Suggestion would be a 10% discount for paying a year in advance instead of monthly. I stated that we don't currently do this, but I would certainly bring it before the council to see if this is something you would be willing to entertain. If we would implement something like this, the lease agreements would stay the same, but we would internally adjust our records to provide the discount for prepaying.
- **Discuss Recreation Program:** As you know the city employed a Recreational Director back in February of this year to help get information out to the public, to help generate new recreation programs and to aid the existing HASR and various sport associations that service our community. The hope was to have a single contact person for information and scheduling that would work as a liaison between the community organizations and the city. Nate Velandar was hired on a part-time base to get this position and department up and running. The position was set to a limited number of working hours and those hours will be coming to an end. The city council will need to discuss the future of this program and position. As part of the discussion, I have included a draft of a job position that I would like the council to consider. At this time, I don't believe there is enough recreation programming to warrant a full-time person, but I do believe that we can hire someone full time to assist with the recreation duties plus assist with various office duties. As the city grows, the business office is getting busier – I think between the recreation duties and various office duties, a full-time person is worth considering at this point. This may also help attract more candidates.
- **Discussion of Leo and Violet Scherer Donation to the City:** Councilman Monahan asked that this be put on the agenda a couple of meetings ago for council discussion. Sandy Dean approached Mark about a donation that was made to the city on behalf of Leo and Violet Scherer back in 2007. I have enclosed some information that Sandy has provided to the city. To my understanding, Pat Smith was the executor of the estate and Sandy and Bob Dean do not believe she handled disbursements from the estate correctly. Sandy states that the city received a donation from the Leo and Violet Scherer Estate in the amount of \$10,379.51 that was supposed to be used for parks or similar community projects and it should have been recognized by plaque or other means. We looked through our records and we can confirm that the city did indeed receive this donation and it was deposited into the city's general fund – Karen also looked through the minutes from that time and the only mention of this donation was at the February 6, 2007 meeting. It was just mentioned that a check for \$10,379.51 was presented to the city from the Leo Scherer Estate – no mention at all that it was supposed to be utilized for anything specific. Obviously Pat Smith has passed away and cannot weight in on this issue. I had just started for the city as the finance officer and do not recall the situation. I would think that if a specific purpose was intended for the fund, that the city would have noted it in the minutes or implemented it. I cannot confirm what the donation was or was not intended to be used for. I believe Sandy would like this council to consider utilizing those funds for a current project.
- **Discuss Community Engagement Meeting:** The Mayor asked for this to be placed on the agenda for council consideration. I'm sure he will have more details for your discussion but to my understanding, he would like the city to consider holding a community engagement meeting that would allow the public to attend and would provide information to them on what is going on in the city. It would also allow the public to voice any questions, concerns or feedback they may have for the council.

Non-Agenda Updates

SRF Application: I traveled to Pierre on Thursday to go before the DENR Board to present our SRF Application for our 2020 sewer project along Western Avenue. The update cost estimate is \$1,334,000 so this is what we applied for. We have also applied for a LIIP Grant from the GOED in the amount of \$360,000. If we receive the LIIP grant, we will only borrow \$974,000 in SRF funds but if we don't receive LIIP funds, then we will have to borrow the entire \$1,334,000. Currently, SRF loan funding is at 2.75% for 30 years – our annual payment would be approximately \$65,500.

Note: We are in the process of getting the easements needed for this project. I have been in contact with the Hartford Township and they would be willing to sign a temporary and permanent easement for the sewer main if the city would allow them to get on city sewer service so they can eliminate their holding pit. I talked with Mitch and he stated that it would cost about \$1000 to add this service line. This is small amount to expense and the city would end up getting a sewer account that we can charge services for. Is the council okay with adding this service to the Hartford Township Land?

P&Z Update: Currently the P&Z Board is working on a couple of items;

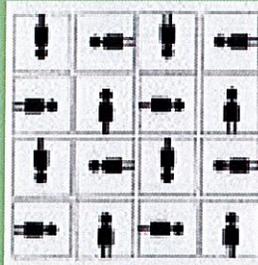
- Joint Jurisdiction – We are reviewing the current Dell Rapids and Minnehaha County Joint Jurisdiction Ordinance so we can be familiar with it. A public meeting is planned for October 29th at 7pm. I will try to contact the new owner of the Legion building to see if we can hold this meeting there.
- Lock Boxes – Fire Chief Bryan Shumaker came to the Board asking for the city to adopt a minimum requirement for lock boxes on commercial and multi-family structures in order to increase response times and decrease the cost of property damage. We have been looking at our city's requirements and are working on a draft ordinance to present to the council shortly.
- Fence Regulations – The Board will also be reviewing the city's fence regulations. Currently, we don't have any specific regulations on the type of materials that can be used for fencing. Hence, we have had some pretty abnormal looking fences in town. I will be presenting the Board a proposed update at their next meeting. Since this is a zoning ordinance change – it must go through both the P&Z Board and City Council.
- Property Line Dispute in the Trailer Court – When Don Sieverding had Knapp's Landing surveyed it showed that the north property line in the Northside Mobile Home Park should be further south than previously thought. This puts some sheds, fences and personal property over the line and onto his property. It also makes some of the trailer homes placed too close to the property line. We have been discussing this issue over the past month and at this point the manager of the mobile home park is questioning the survey presented by Sieverding. Both parties and the Board has given the park owner until their first meeting in October to present a new survey that shows anything different otherwise the Board will move forward with addressing the setback issue with the trailer homes.

Mickelson Road Assessments: Notices for the sidewalk assessments and the delayed assessments for the Stumpe and Jacobsma ground has been sent out and posted. The council will review the assessment rolls at our next meeting on October 15th and if approved we can pass a resolution and file with the county. I also have sent John Jarding and Sam Assam a letter requesting their payments to be paid in full in 20 days per our agreement.

Nuisance Properties: The city has abated 2 nuisance properties within town. Once I received invoices for all the expenses, we will file an assessment in court to go against the properties.

Surplus Dirt: I believe I have most of the surplus dirt that the city has sitting on our 5 acres north of town sold. We currently have one company that is hauling dirt out of there and I believe much of the balance will be utilized by Don Sieverding for his development this fall.

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

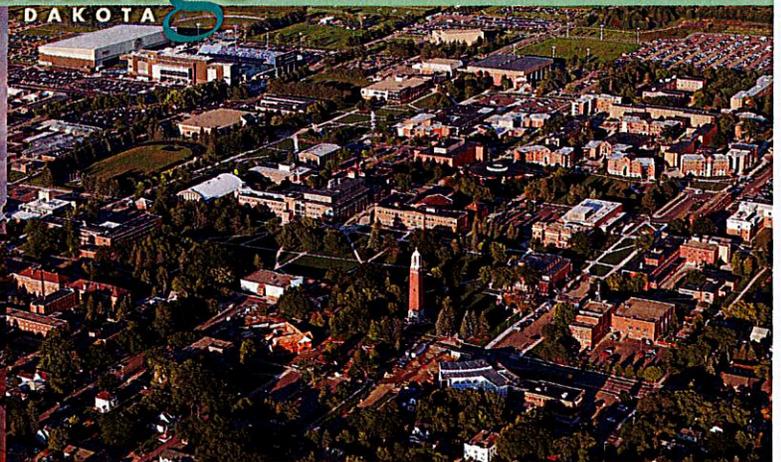


SOUTH DAKOTA P L A N N E R S A S S O C I A T I O N

Agenda

SDPA ANNUAL CONFERENCE

OCTOBER 16 AND 17, 2019



Swiftel Center (Event)

Swiftel Center (Event Venue)

824 32nd Avenue
Brookings, SD 57006

Brookings City-County

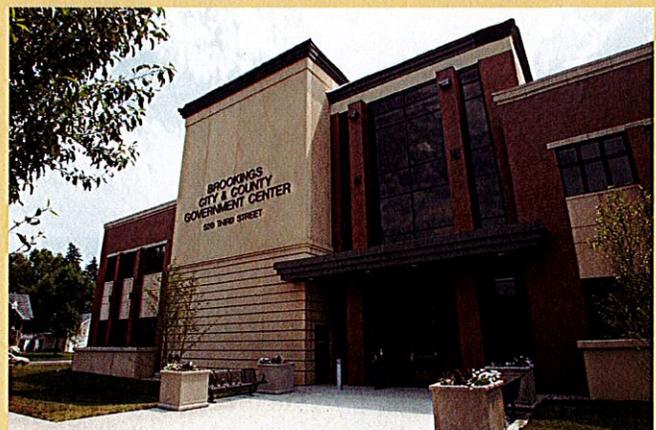
Government Center (Mobile Tours)

Mobile Tours (Meeting Point, Thursday, 9:45 am)
520 3rd Street
Brookings, SD 57006

Days Inn (Lodging)

Days Inn (Lodging Hotel)

Phone: 605-692-9471
2500 6th Street
Brookings, SD 57006



SDPA Conference Room Rate is \$80 per night plus tax before September 27.

2019 South Dakota Planners Association Annual Conference Agenda

Wednesday, October 16

8:30 AM to 9:30 AM — Registration and Breakfast (Breakfast Pastries and Coffee Included in registration fee)

9:30 AM — Welcome; Keith Corbett—Mayor of Brookings

9:45 AM — Keynote Address; Intergovernmental Relations

Barry Dunn—President of South Dakota State University;

Klint Willert—Brookings School District Superintendent; Keith Corbett—Mayor of Brookings;

Mike Bartley—Brookings County Commission Chair;

The keynote discussion will be about how cooperative efforts across governmental entities are providing value to the public.

10:45 AM to 11:00 AM — Break

11:00 AM to NOON — Concurrent Sessions

Session 1 — Planner and Developer Relations for Better Project Implementation; Mike Cooper; Mike Struck, City of Brookings; This session will focus on the relationships between planners and developers through various stages of a project. Join Mike and Mike for a presentation making projects happen according to plans.

Session 2 — Keepin' It Rural: Managing Housing Density and Economic Development in Agricultural Environments; David Heinold, AICP Candidate, Minnehaha County; The presence of a growing urban area with constantly evolving demographics most often takes a toll on conservation of the rural lifestyle for homesteaders and agricultural land preservation for producers. A systems-based approach to growth and conservation promotes efficient management of resources for acting on growth management initiatives to preserve the rural economy.

NOON to 1:00 PM — Lunch (Included in registration fee)

1:00 PM to 2:15 PM — General Session

Updating Land Development Regulations – The Process and Best Practices;

Scott Harmstead, AICP, SRF Consulting Group; Land development regulations are the nuts and bolts of a public planning practitioner's professional existence and are the public's local window into the development world. Yet as budget season approaches, too often our zoning ordinances and land development codes fall behind in the list of local priorities. Experiences updating land development regulations from South Dakota's neighbor to the north will be shared. We will explore various ways/processes cities in North Dakota have employed to update their regulations. We will cap off the session by doing your own "self-assessment" of your regulations and discuss each other's thoughts in a group setting.

2:15 PM to 3:15 PM — Concurrent Sessions

Session 1 — Powder House Pass—Keys to Creating a Community Improvement District in Lawrence County; Kevin Smith, AICP, AE2S; The Powder House Pass Community Improvement District (CID) is a 1,000 acre development located approximately three miles south of Lead, South Dakota in Lawrence County. Powder House Pass was created in 2010 and is one of only two CID's in the state. A master plan for the CID was prepared in 2010 and included six subareas with several land use categories for the entire CID area. In 2019 an Amended Master Plan was approved by Lawrence County. The amended plan specifically identifies the future sanitary sewer collection, water supply, transportation connectivity, land use and density, and storm drainage locations. The project also includes development of GIS-based records usable for the management of infrastructure data and land parcels. The planning process has been a coordinated effort between the developer and Lawrence County Planning and Zoning staff. The presentation will focus on the history of the Powder House Pass CID, and how the developer and County have worked cooperatively to create a successful project.

Session 2 — Bid Adieu to Not Permitting ADU (Accessory Dwelling Units); Ken Young, AICP, City of Rapid City; They exist everywhere, in almost every neighborhood - whether basement apartments, granny flats, above garage apartments – call them what you will, they are additional living units that are either attached or detached to the main residential dwelling. How does or should your community deal with them? Should they be a permitted use? Are they a good method of providing affordable housing? Are there valid concerns with ADUs creating increased density, parking, noise, etc? Get your answers, learn the benefits of ADUs, and determine how you can make them a permitted use in your community.

3:15 PM to 3:30 PM — Refreshment Break (snacks and pop sponsored by Advanced Engineering and Environmental Services)



3:30 PM to 5:00 PM — General Session

Water in the Landscape: Helping Communities Plan for the Future;

Jeremiah Bergstrom, MLA, LLA, ASLA, Instructor of Landscape Architecture at SDSU; This presentation will provide an overview of current policies, regulations and community-based planning efforts for managing watersheds and stormwater infrastructure to mitigate flooding and water quality impairments.

(Wednesday program continued on the other side)

Wednesday, October 16 (continued from other side)

5:00 PM to 6:30 PM — South Dakota Planners Association Business Meeting

The Board holds the annual business meeting to discuss what's happening across the state as well as manage the direction of the organization for the benefit of planning professionals, administrators, and planning commissioners.

6:30 PM to 7:30 PM — Dinner (Included in registration fee) & Planners Jeopardy

Think you have what it takes to stump your fellow planner friends and colleagues? Come for dinner and relax with some good ole' fashioned camaraderie in a game of Planners Jeopardy trivia! Oh, and did we mention that there will be some cool prizes and bragging rights for the winning team?!?

You are free to explore Brookings after dinner!

Thursday, October 17

7:30 AM to 8:30 AM — Breakfast is on your own

8:30 AM to 9:30 AM — General Session

Current Trends in Legal Issues and What to Expect; Zach Peterson and Jack Hieb; Jack and Zach are BACK for a power packed discussion on the current trends in legal issues you are or may be facing and what to expect in the years to come! Expect a lively discussion with opportunity to ask questions and get answers from Jack and Zach!

9:45 AM to 12:30 PM — Mobile Tours

(Buses depart at 9:45 am from the City/County Government Center, meet at 520 3rd St., Brookings)

Rural -- Wind Tower Site and Dairy CAFO in Brookings County; Led by Robert Hill; Mobile tour of rural Brookings County stopping at a Wind Tower site and a Dairy Concentrated Animal Feeding Operation.

Urban -- Adaptive reuse/Redevelopment sites in Brookings; Led by Mike Struck; Mobile tour of Brookings stopping at a couple of locations to explore adaptive re-use sites and a cruise through SDSU campus.

12:30 PM — Lunch (Box lunch provided and you are free to depart as you feel necessary)

The South Dakota Planners Association extends a sincere thank you to:

South Dakota Planning Districts

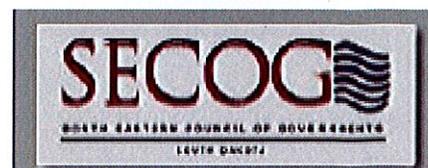
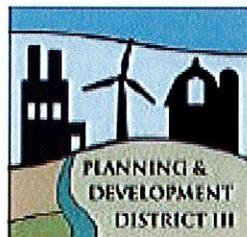
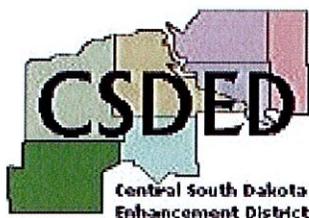
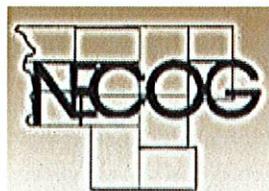
Local Hosts and Coordination Team—Swiffl Center, Days Inn, and local committee group

Local committee group includes: Robert Hill – Brookings County; Richard Haugen – Brookings County;

Staci Bungard – City of Brookings; Mike Struck – City of Brookings; Luke Muller – 1st District

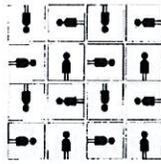
Support from SDPA members that attend this yearly event of learning, networking, and friendship

Western Central Chapter of the American Planning Association



American Planning Association
Western Central Chapter

Creating Great Communities for All



**SOUTH DAKOTA
P L A N N E R S
A S S O C I A T I O N**

REGISTRATION FORM

2019 South Dakota Planner's Association Conference

Wednesday October 16 and Thursday October 17, 2019

Conference Venue
Swiftel Center
824 32nd Avenue
Brookings, SD 57006

Hotel
Days Inn – (605-692-9471)
2500 E. 6th Street
Brookings, SD 57006

A block of rooms have been reserved for \$80/night and need to reference SD Planner's Association when making the reservation. Book by September 27 to be guaranteed the conference rate.

Name of person attending the conference (one person per form) _____

Conference attendee email address _____

Jurisdiction/Organization: _____

Address: _____ Phone#: _____ Fax # _____

City: _____ State: _____ Zip: _____

Step 1 – Determine Registration Type:

Fee includes breakfast and lunch on both days and Wednesday night dinner.

Non-SDPA members \$100 ____

SDPA members \$ 80 ____

Faculty/Student \$ 40 ____

One Day Registration \$ 55 ____ Indicate which day you will attend: Wed _____ Thurs _____

(one day registration rate is same for members and non-members)

Step 2 – Please check the box to the right if you plan to attend Mentorship Activity
(See attached for description)

Step 3 – Check what mobile tour you will be attending on Thursday. City or County

Step 4 – Check what meals you will be eating at the conference

Wednesday AM Breakfast ____

Wednesday Lunch ____

Wednesday Dinner ____

Thursday Lunch ____

Step 5– Mail this form and registration funds (checks payable to SDPA) to:

Brandi Hanten, SDPA Secretary/Treasurer
c/o City of Watertown Planning Department
23 2nd St NE, Second Floor
Watertown, SD 57201
Phone Number: 605-882-6202 ext 3528

Job Description for the City of Hartford

Temporary Part-Time Snow Removal

Position: Public Works Assistant/Snow Removal
Reports to: Public Works Superintendent
Employee Classification: Seasonal Part-Time
Position Starts: November 1, 2019 (approximately)
Position Ends: April 1, 2020 (approximately)
Hours: The expected number of hours will be “as needed”. Snow removal can occur anytime day or night and on weekends.

Job Summary

This position is responsible to assist with snow removal on city streets, intersections, and sidewalks. Other maintenance responsibilities will be determined by the Public Works Superintendent. The applicant must be able to work in all types of weather conditions; be able to work both indoors and outdoors; and be physically fit to perform all duties.

Knowledge, Skills, and Abilities

- Basic knowledge of equipment operation and maintenance.
- Must possess a valid driver’s license.
- Ability to establish and maintain effective working relationships with city officials, employees, and the general public.
- Perform related work as required.
- High School Graduate or Equivalent.

Selection Guidelines

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

Compensation

The starting pay range shall be between \$12.00 - \$20.00 per hour, depending upon qualifications. (Set by the Hartford City Council on 10/4/2016)

Date: _____

Approved: _____

Employee: _____



Downtown Redevelopment – Lot 6 Railway Addition to City of Hartford

Request to consider transferring lot to Hartford Area Development Foundation for RFP

Lot 6 is located directly south of the South Bar on the corner of S. Main Ave and W. Menth St. The empty, graveled lot is currently owned by the City of Hartford and used as overflow parking for the South Bar during much of the year and as a snow holding site during the winter. Lot 6 is surrounded on the south and west by City shops, South Bar to the north, and the Valley Central Coop across Main to the east. The lot is approximately 11,539 sq ft with abnormal dimensions (see graphic below). Main Avenue frontage is approximately 65 ft and Menth Ave frontage is approximately 150 ft. Lot 6 is zoned Central Business District and is surrounded by a mix of uses including Community Commercial, Central Business, and Heavy Industrial.

The Office of Economic Development is proposing that the Hartford City Council consider transferring Lot 6 to the Hartford Area Development Foundation. Lot 6 does not generate property or sales tax for the City of Hartford. This lot could be used in an RFP to find a business that would generate property tax, sales tax, BBB tax, and fill an unmet demand in the Sioux Falls area market. Similar to the Buffalo Ridge Brewing Project, this RFP could result in a new business and industry locating here which would assist in the downtown redevelopment efforts, attract consumers & new residents to town, serve as a marketing tool, and help grow the City coffers.

A quick market analysis suggests there might be an opportunity to attract an artisan distiller as none currently operate in the Sioux Falls market. A microdistillery could have the potential to add significant draw to Downtown Hartford, provide an experience that is not yet available in Sioux Falls, and help grow City sales & property tax revenue.

State statute (SDCL 35-13-13) defines an artisan distiller as any manufacturer located in this state producing, rectifying or blending distilled spirits in a total quantity not in excess of fifty thousand gallons within a calendar year, where at least thirty percent of the raw materials, other than water, used in the finished product are grown or produced in the state. According to SDCL 35-13-14, an artisan distiller license can be purchased for \$500. A licensed artisan distiller may sell on the premises alcoholic beverages produced by the licensee for on-sale or off-sale consumption. A license artisan distiller may sell alcoholic beverages produced by the licensee to any wholesaler or retailer authorized to receive alcoholic beverages. They may also sell alcoholic beverages to any other licensed artisan distiller, farm winery, microbrewery, or microcidery, if the alcoholic beverage is used in the manufacturing process (SDCL 35-13-19). To read the full chapter, click on this [link](#).

The only distilleries located east of the Missouri is Glacial Lakes Distillery in Watertown. Otherwise, the only other distillers in the state are located West River and mostly in the Black Hills region.



HARTFORD

AREA DEVELOPMENT FOUNDATION



ADVERTISING LEASE SPACE AGREEMENT

This Advertising Lease Space Agreement ("Agreement") is made by and between the City of Hartford, a municipal corporation, whose address is 125 N Main, Hartford, SD 57033 ("Public Entity"), and Pizza Ranch whose address is 120 W Hwy 38, Hartford, SD 57033 ("Tenant"), for the leasing of certain property interests described herein:

PROPERTY. The property interests hereby leased to Tenant ("collectively, the "Leased Premises") and granted by the Public Entity include the following:

Billboard space described as the east faced side of billboard #4 located on the south edge of the S 1\2 of the NE 1\4 of Section 27 Hartford Township, all as more specifically appears on Exhibit "A" together with a non-exclusive right to access across the Public Entity's real property for access in or upon the Public Entity's real property (such real property and the Structure may hereinafter be referred to collectively as "Public Entity's Property" or the "Property"). Public Entity's Property is legally described and the Leased Premises are shown in relationship to such Property in Exhibit "A" attached hereto.

TERM. The term of this agreement for the Advertising Lease Space Site shall be for three years and shall commence on January 1, 2020 and terminate on December 31, 2022.

RENEWAL TERMS. This Agreement shall expire unless approved by both parties in writing at least sixty (60) days ("Days") prior to the expiration date of the current lease term.

RENT. Tenant shall pay monthly rent to Public Entity in the amount of \$200 Dollars ("Base Rent") per month. The Tenant shall pay Public Entity first month base rent without set-off, notice or demand on the date of the execution of this agreement. Base Rent shall be paid to Public Entity at City Hall, 125 N Main Avenue, Hartford, South Dakota 57033.

USE. Tenant may only use the Leased Premises for the purpose of installing, removing, replacing, maintaining, modifying, altering and operating a billboard. The manner in which the billboard advertising may be attached to the Leased Premises and the content of the advertising shall be agreed to by the parties hereto and is subject to written prior approval by Public Entity. All billboard advertising, equipment and facilities shall be attached to the structure and constructed on the

property in a form and manner that is acceptable to the Public Entity. Any proposed modifications or alterations to the Public Entity's property that may affect its structural integrity shall be included in the documentation provided by the Tenant. Public Entity shall provide Tenant with twenty-four (24) hour, seven (7) days a week year round access to the Leased Premises solely for the purposes of this lease. Tenant will pay all personal property taxes (if any) assessed against its advertising use or owing and due to any taxing entity as result of Tenant's advertising use pursuant to this lease or otherwise. The advertising content of each advertisement placed or installed on the property shall be approved in writing by the Public Entity prior to installation and display thereof.

UTILITIES. Illumination will be included in the lease price between dusk and midnight. Additional lighting may increase the amount charged for the lease. Tenant shall operate additional equipment on separate metered utility accounts and Tenant shall establish its own account for electrical, telephone, or other utility services as needed and shall pay all costs associated with installation and service. All utilities installed shall be in form and manner acceptable to Public Entity.

INSTALLATION, USE & REMOVAL OF ADVERTISING & EQUIPMENT. Tenant acknowledges that Tenant is responsible to install, and will install, advertising on the structure within ninety days of the commencement date of this Lease. Tenant acknowledges that Tenant is aware of the laws of the State of South Dakota, specifically, SDCL § 31-29-62(1) which defines abandoned sign as "a sign or sign structure that is blank, obliterated or displays obsolete advertising material for a period in excess of twelve continuous months" and SDCL § 31-29-63.2, which provides "any abandoned sign as defined by § 31-29-62 is unlawful and is subject to the provisions of chapter 31-29. The twelve-month period for determining if a sign is abandoned commences upon the department's notification of violation to the sign owner".

Tenant agrees that it is responsible for maintaining advertising on the structure that does not violate SDCL §31-29-63.2 during the term of this Lease.

Upon the termination of this Agreement, Tenant shall remove, within three (3) days of such termination and at no cost to Public Entity, its advertising equipment including all personal property, trade fixtures, and improvements installed by Tenant and shall repair to the reasonable satisfaction of the Public Entity any damage to the property and billboard caused by such installation, use and removal.

In the event that Tenant, within three (3) days of the termination of this lease has not removed its advertising equipment, personal property, trade fixtures, and improvements, and repaired any damages to the property and billboard of Public Entity, all to the satisfaction of Public Entity then, in that event, Public Entity may do so and recover from Tenant the reasonable costs and expenses to do, to the extent, not covered by Tenant's Security Deposit.

SECURITY DEPOSIT. Tenant shall pay to Public Entity a Security Deposit in the sum of \$1,000.00 which shall be retained by Public Entity as security for Tenant's obligation under this lease. Upon termination of this lease, Public Entity may apply the Security Deposit to unpaid rent or any other obligations of Tenant, including but not limited to, cost and expenses for which Tenant is responsible under the terms of this lease.

INSURANCE. Tenant shall maintain commercial general liability insurance acceptable to the Public Entity, insuring tenant against liability for personal injury, death or damage to personal property arising out of use of the Leased Premises by tenant, with combined single limits of Five Hundred Thousand (\$500,000.00) Dollars and will carry automobile insurance, workers' compensation and employers liability insurance in either the required statutory amounts or as required by the Public entity. Tenant shall also maintain fire and extended coverage insurance insuring tenant's personal property for its full insurable value (subject to reasonable deductibles). Tenant will list Public Entity as an additional insured on the commercial general liability policy. Tenant shall provide certificates of insurance prior to commencement of operations.

CONDITION OF PROPERTY. Public Entity represents that its property is leased in its as-is current condition. If, in the Public Entity's sole discretion, the Public Entity's Property or Structure becomes unusable for its intended purpose due to conditions or other factors, the Public Entity retains the right to cancel the agreement with regard to such site with Sixty (60) days written notice to the Tenant, notwithstanding any provisions herein to the contrary. In the event of cancellation by Public Entity, Tenant shall be entitled to a refund of any prepaid unearned Lease payments.

INDEMNITY. Public Entity and Tenant agree to indemnify the other against, and hold the other harmless from any and all costs (including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of the use and/or occupancy of the Leased Premises by such indemnifying party. This indemnity shall not apply to any

claims, actions, damages, obligations, liabilities and liens arising from damage to the Structure, mechanics' or materialman's liens, Tenant's failure to pay rent, claims, actions, damages, obligations, liabilities and liens arising from any negligence or intentional misconduct of the indemnified party and shall survive the termination of this agreement.

CASUALTY. If any casualty should damage any portion of Public Entity's Property or the leased billboard site and such damage adversely affects tenant's use of the Leased Premises, this agreement shall terminate as of the date of the casualty if tenant gives Public Entity written notice of such termination within thirty (30) days after tenant receives notice of such casualty.

QUIET ENJOYMENT. Tenant, upon performance of its obligations hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises.

DEFAULT. Except as expressly limited hereby, Public Entity and tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days.

MISCELLANEOUS.

This agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Public Entity and tenant. This agreement may only be amended in writing signed by all parties. Exhibits referenced herein are incorporated into this agreement by reference.

The parties hereto may sign this agreement in counterparts.

The tenant shall comply with all federal, state, and local laws, ordinances, rules, and regulations otherwise governing the placement, operation, or maintenance of its equipment and billboard advertising.

Notices:

Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by courier service to the address set forth beneath the signature of each party below.

If to tenant, notice should be sent to the following:

EXHIBIT "A"

SITE NAME: City of Hartford I-90 Billboards

SITE ADDRESS: North side of I-90 - ½ mile east of Exit 387

LEGAL DESCRIPTION OF PUBLIC ENTITY'S PROPERTY:

South Half of the Northeast Half (S ½ NE ½) of Section 27,
Hartford Township.

SKETCH AND DESCRIPTION OF LEASED PREMISES SHOWN IN RELATION TO
PROPERTY.

ADVERTISING LEASE SPACE AGREEMENT

This Advertising Lease Space Agreement ("Agreement") is made by and between the City of Hartford, a municipal corporation, whose address is 125 N Main, Hartford, SD 57033 ("Public Entity"), and Hartford Steak Company whose address is PO Box 2 Hartford, SD 57033 ("Tenant"), for the leasing of certain property interests described herein:

PROPERTY. The property interests hereby leased to Tenant ("collectively, the "Leased Premises") and granted by the Public Entity include the following:

Billboard space described as the north $2\frac{1}{3}$ (12x32), of the east side of billboard #6 located on the south edge of the S $1\frac{1}{2}$ of the NE $1\frac{1}{4}$ of Section 27 Hartford Township, all as more specifically appears on Exhibit "A" together with a non-exclusive right to access across the Public Entity's real property for access in or upon the Public Entity's real property (such real property and the Structure may hereinafter be referred to collectively as "Public Entity's Property" or the "Property"). Public Entity's Property is legally described and the Leased Premises are shown in relationship to such Property in Exhibit "A" attached hereto.

TERM. The term of this agreement for the Advertising Lease Space Site shall be for three years and shall commence on December 1, 2019 and terminate on November 30, 2022.

RENEWAL TERMS. This Agreement shall expire unless approved by both parties in writing at least thirty (30) days ("Days") prior to the expiration date of the current lease term.

RENT. Tenant shall pay monthly rent to Public Entity in the amount of \$160 Dollars ("Base Rent") per month. Base Rent shall be paid to Public Entity at City Hall, Hartford, South Dakota.

USE. Tenant may only use the Leased Premises for the purpose of installing, removing, replacing, maintaining, modifying, altering and operating a billboard. The manner in which the billboard advertising may be attached to the Leased Premises and the content of the advertising shall be agreed to by the parties hereto and is subject to written prior approval by Public Entity. All billboard advertising, equipment and facilities shall be attached to the structure and constructed on the property in a form and manner that is acceptable to the Public Entity. Any proposed modifications or alterations to the Public Entity's property that may affect its structural integrity shall

be included in the documentation provided by the Tenant. Public Entity shall provide Tenant with twenty-four (24) hour, seven (7) days a week year round access to the Leased Premises solely for the purposes of this lease. Tenant will pay all personal property taxes (if any) assessed against its advertising use or owing and due to any taxing entity as result of Tenant's advertising use pursuant to this lease or otherwise. The advertising content of each advertisement placed or installed on the property shall be approved in writing by the Public Entity prior to installation and display thereof.

UTILITIES. Illumination will be included in the lease price between dusk and midnight. Additional lighting may increase the amount charged for the lease. Tenant shall operate additional equipment on separate metered utility accounts and Tenant shall establish its own account for electrical, telephone, or other utility services as needed and shall pay all costs associated with installation and service. All Utilities installed shall be in form and manner acceptable to Public Entity.

INSTALLATION, USE & REMOVAL OF ADVERTISING & EQUIPMENT. Tenant acknowledges that Tenant is responsible to install, and will install, advertising on the structure within ninety days of the commencement date of this Lease. Tenant acknowledges that Tenant is aware of the laws of the State of South Dakota, specifically, SDCL § 31-29-62(1) which defines abandoned sign as "a sign or sign structure that is blank, obliterated or displays obsolete advertising material for a period in excess of twelve continuous months" and SDCL § 31-29-63.2, which provides "any abandoned sign as defined by § 31-29-62 is unlawful and is subject to the provisions of chapter 31-29. The twelve-month period for determining if a sign is abandoned commences upon the department's notification of violation to the sign owner".

Tenant agrees that it is responsible for maintaining advertising on the structure that does not violate SDCL §31-29-63.2 during the term of this Lease.

Upon the termination of this Agreement, Tenant shall remove, within three (3) days of such termination and at no cost to Public Entity, its advertising equipment including all personal property, trade fixtures, and improvements installed by Tenant and shall repair to the reasonable satisfaction of the Public Entity any damage to the property and billboard caused by such installation, use and removal.

In the event that Tenant, within three (3) days of the termination of this lease has not removed its advertising equipment, personal property, trade fixtures, and improvements,

and repaired any damages to the property and billboard of Public Entity, all to the satisfaction of Public Entity then, in that event, Public Entity may do so and recover from Tenant the reasonable costs and expenses to do, to the extent, not covered by Tenant's Security Deposit.

SECURITY DEPOSIT. Tenant shall pay to Public Entity a Security Deposit in the sum of \$1,000.00 which shall be retained by Public Entity as security for Tenant's obligation under this lease. Upon termination of this lease, Public Entity may apply the Security Deposit to unpaid rent or any other obligations of Tenant, including but not limited to, cost and expenses for which Tenant is responsible under the terms of this lease.

INSURANCE. Tenant shall maintain commercial general liability insurance acceptable to the Public Entity, insuring tenant against liability for personal injury, death or damage to personal property arising out of use of the Leased Premises by tenant, with combined single limits of Five Hundred Thousand (\$500,000.00) Dollars and will carry automobile insurance, workers' compensation and employers liability insurance in either the required statutory amounts or as required by the Public entity. Tenant shall also maintain fire and extended coverage insurance insuring tenant's personal property for its full insurable value (subject to reasonable deductibles). Tenant will list Public Entity as an additional insured on the commercial general liability policy. Tenant shall provide certificates of insurance prior to commencement of operations.

CONDITION OF PROPERTY. Public Entity represents that its property is leased in its as-is current condition. If, in the Public Entity's sole discretion, the Public Entity's Property or Structure becomes unusable for its intended purpose due to conditions or other factors, the Public Entity retains the right to cancel the agreement with regard to such site with Sixty (60) days written notice to the Tenant, notwithstanding any provisions herein to the contrary. In the event of cancellation by Public Entity, Tenant shall be entitled to a refund of any prepaid unearned Lease payments.

INDEMNITY. Public Entity and Tenant agree to indemnify the other against, and hold the other harmless from any and all costs (including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of the use and/or occupancy of the Leased Premises by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from damage to the Structure, mechanics' or materialman's liens, Tenant's failure to pay rent, claims,

actions, damages, obligations, liabilities and liens arising from any negligence or intentional misconduct of the indemnified party and shall survive the termination of this agreement.

CASUALTY. If any casualty should damage any portion of Public Entity's Property or the leased billboard site and such damage adversely affects tenant's use of the Leased Premises, this agreement shall terminate as of the date of the casualty if tenant gives Public Entity written notice of such termination within thirty (30) days after tenant receives notice of such casualty.

QUIET ENJOYMENT. Tenant, upon performance of its obligations hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises.

DEFAULT. Except as expressly limited hereby, Public Entity and tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days.

MISCELLANEOUS.

This agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Public Entity and tenant. This agreement may only be amended in writing signed by all parties. Exhibits referenced herein are incorporated into this agreement by reference.

The parties hereto may sign this agreement in counterparts.

The tenant shall comply with all federal, state, and local laws, ordinances, rules, and regulations otherwise governing the placement, operation, or maintenance of its equipment and billboard advertising.

NOTICES.

Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by courier service to the address set forth beneath the signature of each party below.

If to tenant, notice should be sent to the following:

Hartford Steak Company
PO Box 2
Hartford, SD 57033

Hartford Steak Company

By _____

Print Name _____

Its _____

Address _____

Phone _____

Federal Tax ID No. _____

STATE OF SOUTH DAKOTA)

:SS

COUNTY OF _____)

The foregoing instrument was acknowledged before me on the _____ day of _____, 20__, by _____, the _____ of _____, on behalf of the corporation.

Notary Public, South Dakota

My commission expires:_____

EXHIBIT "A"

SITE NAME: City of Hartford I-90 Billboards

SITE ADDRESS: North side of I-90 - ½ mile east of Exit 387

LEGAL DESCRIPTION OF PUBLIC ENTITY'S PROPERTY:

South Half of the Northeast Half (S ½ NE ½) of Section 27,
Hartford Township.

SKETCH AND DESCRIPTION OF LEASED PREMISES SHOWN IN RELATION TO
PROPERTY.

ADVERTISING LEASE SPACE AGREEMENT

This Advertising Lease Space Agreement ("Agreement") is made by and between the City of Hartford, a municipal corporation, whose address is 125 N Main, Hartford, SD 57033 ("Public Entity"), and Ag Underwriters LLC dba Puthoff Insurance Agency whose address is 101 E 2nd Street, Hartford, SD 57033 ("Tenant"), for the leasing of certain property interests described herein:

PROPERTY. The property interests hereby leased to Tenant ("collectively, the "Leased Premises") and granted by the Public Entity include the following:

Billboard space described as North ½ of the east faced side of billboard #3 located on the south edge of the S 1\2 of the NE 1\4 of Section 27 Hartford Township, all as more specifically appears on Exhibit "A" together with a non-exclusive right to access across the Public Entity's real property for access in or upon the Public Entity's real property (such real property and the Structure may hereinafter be referred to collectively as "Public Entity's Property" or the "Property"). Public Entity's Property is legally described and the Leased Premises are shown in relationship to such Property in Exhibit "A" attached hereto.

TERM. The term of this agreement for the Advertising Lease Space Site shall be for three years and shall commence on December 1, 2019 and terminate on November 30, 2022.

RENEWAL TERMS. This Agreement shall expire unless approved by both parties in writing at least sixty (60) days ("Days") prior to the expiration date of the current lease term.

RENT. Tenant shall pay monthly rent to Public Entity in the amount of \$100 Dollars ("Base Rent") per month. Base Rent shall be paid to City Hall 125 N Main Avenue Hartford, South Dakota 57033.

USE. Tenant may only use the Leased Premises for the purpose of installing, removing, replacing, maintaining, modifying, altering and operating a billboard. The manner in which the billboard advertising may be attached to the Leased Premises and the content of the advertising shall be agreed to by the parties hereto and is subject to written prior approval by Public Entity. All billboard advertising, equipment and facilities shall be attached to the structure and constructed on the property in a form and manner that is acceptable to the Public Entity. Any proposed modifications or alterations to the Public

Entity's property that may affect its structural integrity shall be included in the documentation provided by the Tenant. Public Entity shall provide Tenant with twenty-four (24) hour, seven (7) days a week year round access to the Leased Premises solely for the purposes of this lease. Tenant will pay all personal property taxes (if any) assessed against its advertising use or owing and due to any taxing entity as result of Tenant's advertising use pursuant to this lease or otherwise. The advertising content of each advertisement placed or installed on the property shall be approved in writing by the Public Entity prior to installation and display thereof.

UTILITIES. Illumination will be included in the lease price between dusk and midnight. Additional lighting may increase the amount charged for the lease. Tenant shall operate additional equipment on separate metered utility accounts and Tenant shall establish its own account for electrical, telephone, or other utility services as needed and shall pay all costs associated with installation and service. All utilities installed shall be in form and manner acceptable to Public Entity.

INSTALLATION, USE & REMOVAL OF ADVERTISING & EQUIPMENT. Tenant acknowledges that Tenant is responsible to install, and will install, advertising on the structure within ninety days of the commencement date of this Lease. Tenant acknowledges that Tenant is aware of the laws of the State of South Dakota, specifically, SDCL § 31-29-62(1) which defines abandoned sign as "a sign or sign structure that is blank, obliterated or displays obsolete advertising material for a period in excess of twelve continuous months" and SDCL § 31-29-63.2, which provides "any abandoned sign as defined by § 31-29-62 is unlawful and is subject to the provisions of chapter 31-29. The twelve-month period for determining if a sign is abandoned commences upon the department's notification of violation to the sign owner".

Tenant agrees that it is responsible for maintaining advertising on the structure that does not violate SDCL §31-29-63.2 during the term of this Lease.

Upon the termination of this Agreement, Tenant shall remove, within three (3) days of such termination and at no cost to Public Entity, its advertising equipment including all personal property, trade fixtures, and improvements installed by Tenant and shall repair to the reasonable satisfaction of the Public Entity any damage to the property and billboard caused by such installation, use and removal.

In the event that Tenant, within three (3) days of the termination of this lease has not removed its advertising

equipment, personal property, trade fixtures, and improvements, and repaired any damages to the property and billboard of Public Entity, all to the satisfaction of Public Entity then, in that event, Public Entity may do so and recover from Tenant the reasonable costs and expenses to do, to the extent, not covered by Tenant's Security Deposit.

SECURITY DEPOSIT. Tenant shall pay to Public Entity a Security Deposit in the sum of \$500.00 which shall be retained by Public Entity as security for Tenant's obligation under this lease. Upon termination of this lease, Public Entity may apply the Security Deposit to unpaid rent or any other obligations of Tenant, including but not limited to, cost and expenses for which Tenant is responsible under the terms of this lease.

INSURANCE. Tenant shall maintain commercial general liability insurance acceptable to the Public Entity, insuring tenant against liability for personal injury, death or damage to personal property arising out of use of the Leased Premises by tenant, with combined single limits of Five Hundred Thousand (\$500,000.00) Dollars and will carry automobile insurance, workers' compensation and employers liability insurance in either the required statutory amounts or as required by the Public entity. Tenant shall also maintain fire and extended coverage insurance insuring tenant's personal property for its full insurable value (subject to reasonable deductibles). Tenant will list Public Entity as an additional insured on the commercial general liability policy. Tenant shall provide certificates of insurance prior to commencement of operations.

CONDITION OF PROPERTY. Public Entity represents that its property is leased in its as-is current condition. If, in the Public Entity's sole discretion, the Public Entity's Property or Structure becomes unusable for its intended purpose due to conditions or other factors, the Public Entity retains the right to cancel the agreement with regard to such site with Sixty (60) days written notice to the Tenant, notwithstanding any provisions herein to the contrary. In the event of cancellation by Public Entity, Tenant shall be entitled to a refund of any prepaid unearned Lease payments.

INDEMNITY. Public Entity and Tenant agree to indemnify the other against, and hold the other harmless from any and all costs (including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of the use and/or occupancy of the Leased Premises by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from damage to the Structure, mechanics' or

materialman's liens, Tenant's failure to pay rent, claims, actions, damages, obligations, liabilities and liens arising from any negligence or intentional misconduct of the indemnified party and shall survive the termination of this agreement.

CASUALTY. If any casualty should damage any portion of Public Entity's Property or the leased billboard site and such damage adversely affects tenant's use of the Leased Premises, this agreement shall terminate as of the date of the casualty if tenant gives Public Entity written notice of such termination within thirty (30) days after tenant receives notice of such casualty.

QUIET ENJOYMENT. Tenant, upon performance of its obligations hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises.

DEFAULT. Except as expressly limited hereby, Public Entity and tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days.

MISCELLANEOUS.

This agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Public Entity and tenant. This agreement may only be amended in writing signed by all parties. Exhibits referenced herein are incorporated into this agreement by reference.

The parties hereto may sign this agreement in counterparts.

The tenant shall comply with all federal, state, and local laws, ordinances, rules, and regulations otherwise governing the placement, operation, or maintenance of its equipment and billboard advertising.

Notices:

Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by courier service to the address set forth beneath the signature of each party below.

If to tenant, notice should be sent to the following:

Puthoff Insurance Agency Inc
101 E 2nd Street
Hartford, SD 57033

EXHIBIT "A"

SITE NAME: City of Hartford I-90 Billboards

SITE ADDRESS: North side of I-90 - ½ mile east of Exit 387

LEGAL DESCRIPTION OF PUBLIC ENTITY'S PROPERTY:

South Half of the Northeast Half (S ½ NE ½) of Section 27,
Hartford Township.

SKETCH AND DESCRIPTION OF LEASED PREMISES SHOWN IN RELATION TO
PROPERTY.

ADVERTISING LEASE SPACE AGREEMENT

This Advertising Lease Space Agreement ("Agreement") is made by and between the City of Hartford, a municipal corporation, whose address is 125 N Main, Hartford, SD 57033 ("Public Entity"), and AmericInn whose address is 1031 Diamond Circle, Hartford, SD 57033 ("Tenant"), for the leasing of certain property interests described herein:

PROPERTY. The property interests hereby leased to Tenant ("collectively, the "Leased Premises") and granted by the Public Entity include the following:

Billboard space described as the southern 1/3 (12x16) on the east faced side of billboard #6 located on the south edge of the S 1\2 of the NE 1\4 of Section 27 Hartford Township, all as more specifically appears on Exhibit "A" together with a non-exclusive right to access across the Public Entity's real property for access in or upon the Public Entity's real property (such real property and the Structure may hereinafter be referred to collectively as "Public Entity's Property" or the "Property"). Public Entity's Property is legally described and the Leased Premises are shown in relationship to such Property in Exhibit "A" attached hereto.

TERM. The term of this agreement for the Advertising Lease Space Site shall be for three years and shall commence on December 1, 2019 and terminate on November 30, 2022.

RENEWAL TERMS. This Agreement shall expire unless approved by both parties in writing at least thirty (60) days ("Days") prior to the expiration date of the current lease term.

RENT. Tenant shall pay monthly rent to Public Entity in the amount of \$90 Dollars ("Base Rent") per month. Base rent shall be paid to Public Entity at City Hall, 125 N Main Avenue, Hartford, SD 57033.

USE. Tenant may only use the Leased Premises for the purpose of installing, removing, replacing, maintaining, modifying, altering and operating a billboard. The manner in which the billboard advertising may be attached to the Leased Premises and the content of the advertising shall be agreed to by the parties hereto and is subject to written prior approval by Public Entity. All billboard advertising, equipment and facilities shall be attached to the structure and constructed on the

property in a form and manner that is acceptable to the Public Entity. Any proposed modifications or alterations to the Public Entity's property that may affect its structural integrity shall be included in the documentation provided by the Tenant. Public Entity shall provide Tenant with twenty-four (24) hour, seven (7) days a week year round access to the Leased Premises solely for the purposes of this lease. Tenant will pay all personal property taxes (if any) assessed against its advertising use or owing and due to any taxing entity as result of Tenant's advertising use pursuant to this lease or otherwise. The advertising content of each advertisement placed or installed on the property shall be approved in writing by the Public Entity prior to installation and display thereof.

UTILITIES. Illumination will be included in the lease price between dusk and dawn. Additional lighting may increase the amount charged for the lease. Tenant shall operate additional equipment on separate metered utility accounts and Tenant shall establish its own account for electrical, telephone, or other utility services as needed and shall pay all costs associated with installation and service. All utilities installed shall be in form and manner acceptable to Public Entity.

INSTALLATION, USE & REMOVAL OF ADVERTISING & EQUIPMENT. Tenant acknowledges that Tenant is responsible to install, and will install, advertising on the structure within ninety days of the commencement date of this Lease. Tenant acknowledges that Tenant is aware of the laws of the State of South Dakota, specifically, SDCL § 31-29-62(1) which defines abandoned sign as "a sign or sign structure that is blank, obliterated or displays obsolete advertising material for a period in excess of twelve continuous months" and SDCL § 31-29-63.2, which provides "any abandoned sign as defined by § 31-29-62 is unlawful and is subject to the provisions of chapter 31-29. The twelve-month period for determining if a sign is abandoned commences upon the department's notification of violation to the sign owner".

Tenant agrees that it is responsible for maintaining advertising on the structure that does not violate SDCL §31-29-63.2 during the term of this Lease.

Upon the termination of this Agreement, Tenant shall remove, within three (3) days of such termination and at no cost to Public Entity, its advertising equipment including all personal property, trade fixtures, and improvements installed by Tenant and shall repair to the reasonable satisfaction of the Public Entity any damage to the property and billboard caused by such

installation, use and removal.

In the event that Tenant, within three (3) days of the termination of this lease has not removed its advertising equipment, personal property, trade fixtures, and improvements, and repaired any damages to the property and billboard of Public Entity, all to the satisfaction of Public Entity then, in that event, Public Entity may do so and recover from Tenant the reasonable costs and expenses to do, to the extent, not covered by Tenant's Security Deposit.

SECURITY DEPOSIT. Tenant shall pay to Public Entity a Security Deposit in the sum of \$333.00 which shall be retained by Public Entity as security for Tenant's obligation under this lease. Upon termination of this lease, Public Entity may apply the Security Deposit to unpaid rent or any other obligations of Tenant, including but not limited to, cost and expenses for which Tenant is responsible under the terms of this lease.

INSURANCE. Tenant shall maintain commercial general liability insurance acceptable to the Public Entity, insuring tenant against liability for personal injury, death or damage to personal property arising out of use of the Leased Premises by tenant, with combined single limits of Five Hundred Thousand (\$500,000.00) Dollars and will carry automobile insurance, workers' compensation and employer's liability insurance in either the required statutory amounts or as required by the Public entity. Tenant shall also maintain fire and extended coverage insurance insuring tenant's personal property for its full insurable value (subject to reasonable deductibles). Tenant will list Public Entity as an additional insured on the commercial general liability policy. Tenant shall provide certificates of insurance prior to commencement of operations.

CONDITION OF PROPERTY. Public Entity represents that its property is leased in its as-is current condition. If, in the Public Entity's sole discretion, the Public Entity's Property or Structure becomes unusable for its intended purpose due to conditions or other factors, the Public Entity retains the right to cancel the agreement with regard to such site with Sixty (60) days written notice to the Tenant, notwithstanding any provisions herein to the contrary. In the event of cancellation by Public Entity, Tenant shall be entitled to a refund of any prepaid unearned Lease payments.

INDEMNITY. Public Entity and Tenant agree to indemnify the other against, and hold the other harmless from any and all costs

(including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of the use and/or occupancy of the Leased Premises by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from damage to the Structure, mechanics' or materialman's liens, Tenant's failure to pay rent, claims, actions, damages, obligations, liabilities and liens arising from any negligence or intentional misconduct of the indemnified party and shall survive the termination of this agreement.

CASUALTY. If any casualty should damage any portion of Public Entity's Property or the leased billboard site and such damage adversely affects tenant's use of the Leased Premises, this agreement shall terminate as of the date of the casualty if tenant gives Public Entity written notice of such termination within thirty (30) days after tenant receives notice of such casualty.

QUIET ENJOYMENT. Tenant, upon performance of its obligations hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises.

DEFAULT. Except as expressly limited hereby, Public Entity and tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days.

MISCELLANEOUS.

This agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Public Entity and tenant. This agreement may only be amended in writing signed by all parties. Exhibits referenced herein are incorporated into this agreement by reference.

The parties hereto may sign this agreement in counterparts.

The tenant shall comply with all federal, state, and local laws, ordinances, rules, and regulations otherwise governing the placement, operation, or maintenance of its equipment and billboard advertising.

NOTICES.

Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt

EXHIBIT "A"

SITE NAME: City of Hartford I-90 Billboards

SITE ADDRESS: North side of I-90 - ½ mile east of Exit 387

LEGAL DESCRIPTION OF PUBLIC ENTITY'S PROPERTY:

South Half of the Northeast Half (S ½ NE ½) of Section 27,
Hartford Township.

SKETCH AND DESCRIPTION OF LEASED PREMISES SHOWN IN RELATION TO
PROPERTY.

ADVERTISING LEASE SPACE AGREEMENT

This Advertising Lease Space Agreement ("Agreement") is made by and between the City of Hartford, a municipal corporation, whose address is 125 N Main, Hartford, SD 57033 ("Public Entity"), and ABR Antique Mall whose address is 46304 Kelsey Drive Hartford, SD 57033 ("Tenant"), for the leasing of certain property interests described herein:

PROPERTY. The property interests hereby leased to Tenant ("collectively, the "Leased Premises") and granted by the Public Entity include the following:

Billboard space described as South ½ of the east faced side of billboard #3 located on the south edge of the S 1\2 of the NE 1\4 of Section 27 Hartford Township, all as more specifically appears on Exhibit "A" together with a non-exclusive right to access across the Public Entity's real property for access in or upon the Public Entity's real property (such real property and the Structure may hereinafter be referred to collectively as "Public Entity's Property" or the "Property"). Public Entity's Property is legally described and the Leased Premises are shown in relationship to such Property in Exhibit "A" attached hereto.

TERM. The term of this agreement for the Advertising Lease Space Site shall be for three years and shall commence on December 1, 2019 and terminate on November 30, 2022.

RENEWAL TERMS. This Agreement shall expire unless approved by both parties in writing at least sixty (60) days ("Days") prior to the expiration date of the current lease term.

RENT. Tenant shall pay monthly rent to Public Entity in the amount of \$100 Dollars ("Base Rent") per month. Base Rent shall be paid to City Hall 125 N Main Avenue Hartford, South Dakota 57033.

USE. Tenant may only use the Leased Premises for the purpose of installing, removing, replacing, maintaining, modifying, altering and operating a billboard. The manner in which the billboard advertising may be attached to the Leased Premises and the content of the advertising shall be agreed to by the parties hereto and is subject to written prior approval by Public Entity. All billboard advertising, equipment and facilities shall be attached to the structure and constructed on the property in a form and manner that is acceptable to the Public Entity. Any proposed modifications or alterations to the Public

Entity's property that may affect its structural integrity shall be included in the documentation provided by the Tenant. Public Entity shall provide Tenant with twenty-four (24) hour, seven (7) days a week year round access to the Leased Premises solely for the purposes of this lease. Tenant will pay all personal property taxes (if any) assessed against its advertising use or owing and due to any taxing entity as result of Tenant's advertising use pursuant to this lease or otherwise. The advertising content of each advertisement placed or installed on the property shall be approved in writing by the Public Entity prior to installation and display thereof.

UTILITIES. Illumination will be included in the lease price between dusk and midnight. Additional lighting may increase the amount charged for the lease. Tenant shall operate additional equipment on separate metered utility accounts and Tenant shall establish its own account for electrical, telephone, or other utility services as needed and shall pay all costs associated with installation and service. All utilities installed shall be in form and manner acceptable to Public Entity.

INSTALLATION, USE & REMOVAL OF ADVERTISING & EQUIPMENT. Tenant acknowledges that Tenant is responsible to install, and will install, advertising on the structure within ninety days of the commencement date of this Lease. Tenant acknowledges that Tenant is aware of the laws of the State of South Dakota, specifically, SDCL § 31-29-62(1) which defines abandoned sign as "a sign or sign structure that is blank, obliterated or displays obsolete advertising material for a period in excess of twelve continuous months" and SDCL § 31-29-63.2, which provides "any abandoned sign as defined by § 31-29-62 is unlawful and is subject to the provisions of chapter 31-29. The twelve-month period for determining if a sign is abandoned commences upon the department's notification of violation to the sign owner".

Tenant agrees that it is responsible for maintaining advertising on the structure that does not violate SDCL §31-29-63.2 during the term of this Lease.

Upon the termination of this Agreement, Tenant shall remove, within three (3) days of such termination and at no cost to Public Entity, its advertising equipment including all personal property, trade fixtures, and improvements installed by Tenant and shall repair to the reasonable satisfaction of the Public Entity any damage to the property and billboard caused by such installation, use and removal.

In the event that Tenant, within three (3) days of the termination of this lease has not removed its advertising

equipment, personal property, trade fixtures, and improvements, and repaired any damages to the property and billboard of Public Entity, all to the satisfaction of Public Entity then, in that event, Public Entity may do so and recover from Tenant the reasonable costs and expenses to do, to the extent, not covered by Tenant's Security Deposit.

SECURITY DEPOSIT. Tenant shall pay to Public Entity a Security Deposit in the sum of \$500.00 which shall be retained by Public Entity as security for Tenant's obligation under this lease. Upon termination of this lease, Public Entity may apply the Security Deposit to unpaid rent or any other obligations of Tenant, including but not limited to, cost and expenses for which Tenant is responsible under the terms of this lease.

INSURANCE. Tenant shall maintain commercial general liability insurance acceptable to the Public Entity, insuring tenant against liability for personal injury, death or damage to personal property arising out of use of the Leased Premises by tenant, with combined single limits of Five Hundred Thousand (\$500,000.00) Dollars and will carry automobile insurance, workers' compensation and employers liability insurance in either the required statutory amounts or as required by the Public entity. Tenant shall also maintain fire and extended coverage insurance insuring tenant's personal property for its full insurable value (subject to reasonable deductibles). Tenant will list Public Entity as an additional insured on the commercial general liability policy. Tenant shall provide certificates of insurance prior to commencement of operations.

CONDITION OF PROPERTY. Public Entity represents that its property is leased in its as-is current condition. If, in the Public Entity's sole discretion, the Public Entity's Property or Structure becomes unusable for its intended purpose due to conditions or other factors, the Public Entity retains the right to cancel the agreement with regard to such site with Sixty (60) days written notice to the Tenant, notwithstanding any provisions herein to the contrary. In the event of cancellation by Public Entity, Tenant shall be entitled to a refund of any prepaid unearned Lease payments.

INDEMNITY. Public Entity and Tenant agree to indemnify the other against, and hold the other harmless from any and all costs (including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of the use and/or occupancy of the Leased Premises by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from damage to the Structure, mechanics' or

materialman's liens, Tenant's failure to pay rent, claims, actions, damages, obligations, liabilities and liens arising from any negligence or intentional misconduct of the indemnified party and shall survive the termination of this agreement.

CASUALTY. If any casualty should damage any portion of Public Entity's Property or the leased billboard site and such damage adversely affects tenant's use of the Leased Premises, this agreement shall terminate as of the date of the casualty if tenant gives Public Entity written notice of such termination within thirty (30) days after tenant receives notice of such casualty.

QUIET ENJOYMENT. Tenant, upon performance of its obligations hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises.

DEFAULT. Except as expressly limited hereby, Public Entity and tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days.

MISCELLANEOUS.

This agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Public Entity and tenant. This agreement may only be amended in writing signed by all parties. Exhibits referenced herein are incorporated into this agreement by reference.

The parties hereto may sign this agreement in counterparts.

The tenant shall comply with all federal, state, and local laws, ordinances, rules, and regulations otherwise governing the placement, operation, or maintenance of its equipment and billboard advertising.

Notices:

Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by courier service to the address set forth beneath the signature of each party below.

If to tenant, notice should be sent to the following:

ABR Antique Mall
46304 Kelsey Drive
Hartford, SD 57033

EXHIBIT "A"

SITE NAME: City of Hartford I-90 Billboards

SITE ADDRESS: North side of I-90 - ½ mile east of Exit 387

LEGAL DESCRIPTION OF PUBLIC ENTITY'S PROPERTY:

South Half of the Northeast Half (S ½ NE ½) of Section 27,
Hartford Township.

SKETCH AND DESCRIPTION OF LEASED PREMISES SHOWN IN RELATION TO
PROPERTY.

ADVERTISING LEASE SPACE AGREEMENT

This Advertising Lease Space Agreement ("Agreement") is made as of this _____ day of _____, 20____, by and between the City of Hartford, a municipal corporation, whose address is 125 N Main, Hartford, SD 57033("Public Entity"), and CC&F Retail, Inc, dba Coffee Cup Fuel Stop #10 whose address is 532 S Valley View Road, Sioux Falls, SD 57106("Tenant"), for the leasing of certain property interests described herein:

PROPERTY. The property interests hereby leased to Tenant ("collectively, the "Leased Premises") and granted by the Public Entity include the following:

Billboard space 12x48, on billboard #1 (east side) located on the south edge of the S 1\2 of the NE 1\4 of Section 27 Hartford Township, all as more specifically appears on Exhibit "A" together with a non-exclusive right to access across the Public Entity's real property for access in or upon the Public Entity's real property (such real property and the Structure may hereinafter be referred to collectively as "Public Entity's Property" or the "Property"). Public Entity's Property is legally described and the Leased Premises are shown in relationship to such Property in Exhibit "A" attached hereto.

TERM. The term of this agreement for the Advertising Lease Space Site shall be for three (3) years and shall continue from November 15, 2019 and terminate on November 14, 2022.

RENEWAL TERMS. This Agreement shall expire unless approved by both parties in writing at least sixty (60) days ("Days") prior to the expiration date of the current lease term.

RENT. Tenant shall pay monthly rent to Public Entity in the amount of two hundred twenty-five dollars ("Base Rent") per month. Base Rent shall be paid to Public Entity at City Hall PO Box 727 Hartford, South Dakota 57033.

USE. Tenant may use the Leased Premises for the purpose of installing, removing, replacing, maintaining, modifying, altering and operating a billboard. The manner in which the billboard advertising may be attached to the Leased Premises and the content of the advertising shall be agreed to by the parties hereto and is subject to written prior approval by Public Entity. All billboard advertising, equipment and facilities shall be attached to the structure and constructed on the property in a form and manner that is acceptable to the Public Entity. Any proposed modifications or alterations to the Public Entity's property that may affect its structural integrity shall be included in the documentation provided by the tenant. Public Entity shall provide tenant with twenty-four (24) hour, seven (7) days a week year round access to the Leased Premises solely for the purposes of this lease. Tenant will pay all personal property taxes (if any) assessed against its advertising use or advertising use pursuant to this lease or otherwise. The advertising content of each advertisement placed or installed on the property shall be approved in writing by the Public Entity prior to installation and display thereof.

UTILITIES. Illumination will be included in the lease price between dusk and dawn. Additional lighting may increase the amount charged for the lease. Tenant shall operate additional equipment on separate metered utility accounts and Tenant shall establish its own account for electrical, telephone, or other utility services as needed and shall pay all costs associated with installation and service. All utilities installed shall be in form and manner acceptable to Public Entity.

INSTALLATION, USE & REMOVAL OF ADVERTISING & EQUIPMENT. Tenant acknowledges that Tenant is responsible to install, and will install, advertising on the structure within ninety days of the commencement date of this Lease. Tenant acknowledges that Tenant is aware of the laws of the State of South Dakota, specifically, SDCL § 31-29-62(1) which defines abandoned sign as "a sign or sign structure that is blank, obliterated or displays obsolete advertising material for a period in excess of twelve continuous months" and SDCL § 31-29-63.2, which provides "any abandoned sign as defined by § 31-29-62 is unlawful and is subject to the provisions of chapter 31-29. The twelve-month period for determining if a sign is abandoned commences upon the department's notification of violation to the sign owner".

Tenant agrees that it is responsible for maintaining advertising on the structure that does not violate SDCL §31-29-63.2 during the term of this Lease.

Upon the termination of this Agreement, tenant shall remove, within three (3) days of such termination and at no cost to Public Entity, its advertising equipment including all personal property, trade fixtures, and improvements installed by tenant and shall repair to the reasonable satisfaction of the Public Entity any damage to the property and billboard caused by such installation, use and removal.

In the event that Tenant, within three (3) days of the termination of this lease has not removed its advertising equipment, personal property, trade fixtures, and improvements, and repaired any damages to the property and billboard of Public Entity, all to the satisfaction of Public Entity then, in that event, Public Entity may do so and recover from Tenant the reasonable costs and expenses to do, to the extent, not covered by Tenant's Security Deposit.

SECURITY DEPOSIT. Tenant shall pay to Public Entity a Security Deposit in the sum of \$1,000.00 which shall be retained by Public Entity as security for Tenant's obligation under this lease. Upon termination of this lease, Public Entity may apply the Security Deposit to unpaid rent or any other obligations of Tenant, including but not limited to, cost and expenses for which Tenant is responsible under the terms of this lease.

INSURANCE. Tenant shall maintain commercial general liability insurance acceptable to the Public Entity, insuring tenant against liability for personal injury, death or damage to personal property arising out of use of the Leased Premises by tenant, with combined single limits of Five Hundred Thousand (\$500,000.00) Dollars and will carry automobile insurance, workers' compensation and employers liability insurance in either the required statutory amounts or as required by the Public entity. Tenant shall also maintain fire and extended coverage insurance insuring tenant's personal property for its full insurable value (subject to reasonable deductibles). Tenant will list Public Entity as an additional insured on the commercial general liability policy. Tenant shall provide certificates of insurance prior to commencement of operations.

CONDITION OF PROPERTY. Public Entity represents that its property is leased in its as-is current condition. If, in the Public Entity's sole discretion, the Public Entity's Property or Structure become unusable for its intended purpose due to conditions or other factors, the Public Entity retains the right

to cancel the agreement with regard to such site with Sixty (60) days written notice to the tenant, notwithstanding any provisions herein to the contrary. In the event of cancellation by Public Entity, Tenant shall be entitled to a refund of any prepaid unearned Lease payments.

INDEMNITY. Public Entity and Lessee each indemnify the other against, and hold the other harmless from any and all costs (including reasonable attorneys' fees and expenses) and claims, actions, damages, obligations, liabilities and liens which arise out of the use and/or occupancy of the Leased Premises by such indemnifying party. This indemnity shall not apply to any claims, actions, damages, obligations, liabilities and liens arising from damage to the Structure, mechanics' or materialman's liens, or tenants's failure to pay rent, claims, actions, damages, obligations, liabilities and liens arising from any negligence or intentional misconduct of the indemnified party and shall survive the termination of this agreement.

CASUALTY. If any casualty should damage any portion of Public Entity's Property or the leased billboard site and such damage adversely affects tenant's use of the Leased Premises, this agreement shall terminate as of the date of the casualty if tenant gives Public Entity written notice of such termination within thirty (30) days after tenant receives notice of such casualty.

QUIET ENJOYMENT. Tenant, upon performance of its obligations hereunder, shall peaceably and quietly have, hold and enjoy the Leased Premises.

DEFAULT. Except as expressly limited hereby, Public Entity and tenant shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days.

MISCELLANEOUS.

This agreement supersedes all prior discussions and negotiations and contains all agreements and understandings between Public Entity and tenant. This agreement may only be amended in writing signed by all parties. Exhibits referenced herein are incorporated into this agreement by reference.

The parties hereto may sign this agreement in counterparts.

The tenant shall comply with all federal, state, and local laws,

ordinances, rules, and regulations otherwise governing the placement, operation, or maintenance of its equipment and billboard advertising.

Notices shall be in writing and sent by United States Mail, postage prepaid, certified or registered with return receipt requested or by courier service to the address set forth beneath the signature of each party below.

If to Public Entity, notice should be sent to the following:

City of Hartford
125 N. Main
Hartford, SD 57033

If to Tenant, notice should be sent to the following:

CC&F Retail Inc.
Dba Coffee Cup Fuel Stop #10
532 S Valley View Road
Sioux Falls, SD 57106

This agreement shall be construed in accordance with the laws of the state of South Dakota.

If any term of this agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this agreement, which shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement as of the day and year first above written.

CITY OF HARTFORD, SOUTH DAKOTA
a municipal corporation

By _____
Print Name _____
Its _____

Address _____
Phone _____
Federal Tax ID No. _____

EXHIBIT "A"

SITE NAME: City of Hartford I-90 Billboards

SITE ADDRESS: North side of I-90 - ½ mile east of Exit 387

LEGAL DESCRIPTION OF PUBLIC ENTITY'S PROPERTY:

South Half of the Northeast Half (S ½ NE ½) of Section 27,
Hartford Township.

SKETCH AND DESCRIPTION OF LEASED PREMISES SHOWN IN RELATION TO
PROPERTY.

**CITY OF HARTFORD
POSITION DESCRIPTION**

Recreation and Office Assistant

| DEPARTMENT | DIVISION | SUPERVISOR | CLASSIFICATION |
|-------------------|-----------------|--------------------|-----------------------|
| Business Office | City Hall | City Administrator | Full Time |

DEFINITION:

The Recreation and Office Assistant will perform a variety of administrative, clerical and scheduling duties.

JOB LOCATION:

This position will be located in City Hall.

DUTIES AND RESPONSIBILITIES:

- Greeting and Assisting Patrons
- Answering and Directing Telephone Calls
- Respond and Direct Inquires and Complaints to the Appropriate Department
- Help Maintain City Managed Websites, Facebook, Twitter and Instagram Accounts
- Communicate to the Public City Events and Recreational Events or Activities
- Assists with Permitting Pets, Golf Carts, Peddler's, and Sump Pumps
- Issue Landfill and Pool Passes
- Schedule City Facilities - Park Reservations, Amphitheater Reservations and Field Reservations
- Maintain Boulevard Tree Spreadsheet and Records
- Assist with Organizing City and Recreational Events
- Work with City Staff to Ensure Maintenance of City Facilities and Fields
- Work on Special Projects as Assigned
- Other Office Duties as Deemed Necessary and/or Assigned

REQUIRED KNOWLEDGE AND ABILITIES:

- Ability to operate standard office equipment, including but not limited to, computer, telephone system, calculator, copier and facsimile machine.
- Good writing, analytical and problem-solving skills.
- Ability to maintain high level of accuracy and confidentiality.
- Ability to communicate effectively.
- Ability to multi-task and have good organizational skills.
- Be familiar with general office operations and administration.
- Ability to establish and maintain effective working relationships with other personnel, outside organizations, the general public and city officials.

MINIMUM QUALIFICATIONS:

High School Graduate or Equivalent. Basic office skills and knowledge of Microsoft Word, Excel and Outlook. Must possess strong verbal and written communications skills.

Qualified applicants with disabilities are encouraged to apply for this job. No item in this job description is intended to screen out qualified applicants. We encourage all qualified applicants to discuss reasonable accommodation requirements.

COMPENSATION:

To be determined by the Hartford City Council dependent on qualifications and experience.

Date: _____

Employee Signature: _____

RE: Leo Scherer estate gift to the City of Hartford, January 17, 2007

As noted in supporting documents, the will under which this gift was made was declared invalid in court but still was executed years later.

It is not even reasonable to believe Leo would give the residual of his estate to the City of Hartford considering their difficult relationship with the city in the last years of their lives. They were lifelong residents and contributed much to the history of the community.

Pat Smith's disclaimer to family & courts was that the moneys were to go to a park or similar community project and Leo & Violet would be recognized in word and plaque of some kind. She obviously failed to put that in the will and did not designate the use of the gift when, after 5 years of manipulating the courts, finally pushed through that invalid will and gave the \$10,379.51 to the City of Hartford.

Hartford is once again trying to revitalize Downtown Hartford with a committee to do just that. It would be a positive gesture by the City to recognize Leo & Violet's contributions to Hartford over many years and in countless ways by directing that estate gift to the Downtown Hartford Committee for projects that would recognize Leo & Violet. Those projects should involve the Mundt Building, Senior Center (Gage), and the Library where possible since those were their primary downtown affiliations. Pat Smith failed to keep up Leo's membership at the Senior Center, so his name is not even included on the plaque there. Violet was a teacher and Leo worked on the school board so any project involving student participation in recording and marking history of Hartford would also be appropriate.

Robert & Sandy Dean

Charles F Meyer

August 13, 2019 Addendum: The Downtown Committee has received a grant from the MCHS to reprint the Hartford Centennial Book and hope to build and publish an addendum in time. The project would involve the students of West Central to gather the information & publish the 1981-2021 updated version. This is the kind of project that the Scherer donation could be used for that could bear their name and serve the community and even pay for itself in the end.

It is not our wish to speak ill of the dead – yet we would like something positive to come out of this for Leo & Violet's memory. Pat Smith called me (Sandy) a couple years back and asked my personal forgiveness in this entire matter, this would serve as some reconciliation for her as well. If the city could just note they overlooked a proper recognition of the donation & reallocate it, that would be a positive for all.

Sandy Dean

STATE OF SOUTH DAKOTA

IN CIRCUIT COURT

COUNTY OF MINNEHAHA

SECOND JUDICIAL CIRCUIT

Estate of:

LEO SCHERER,

Deceased.

) Case No.: PRO: 04-180
)
) FINAL ACCOUNTING
)
)
)

Patricia Smith makes the following accounting of the administration of the estate of Leo Scherer:

1. BANK ACCOUNTS:

Account No: 3224179

Bank: Home Federal Bank

Address: PO Box 5000

Sioux Falls, SD 57117

Beginning Balance: \$12,695.19

Deposits: \$37.32

| Date | Description of Transaction | Amount |
|----------|----------------------------|---------|
| December | Interest Deposit | \$37.32 |

2. DISTRIBUTED ASSETS:

| Description | Distributee | Date Distributed |
|-------------|--------------------------|------------------|
| \$1.00 | Charles Meyer | 1-17-07 |
| \$1.00 | Sandra Dean | 1-17-07 |
| \$1.00 | Robert Dean | 1-17-07 |
| \$1,500.00 | Patricia Smith | 1-17-07 |
| \$350.00 | Tara Glasford | 1-17-07 |
| \$500.00 | Scottish Rite Foundation | 1-17-07 |
| \$10,379.51 | City of Hartford | 1-17-07 |

Patricia Smith, being duly sworn, verifies the statements contained in the Final Accounting are true to

2/28/07 Receipt #18242

101-367 10,379.51

STATE OF SOUTH DAKOTA

IN CIRCUIT COURT

COUNTY OF MINNEHAHA

SECOND JUDICIAL CIRCUIT

Estate of:

LEO SCHERER,

Deceased.

) Case No.: PRO: 04-180

)

) FINAL ACCOUNTING

)

)

)

Patricia Smith makes the following accounting of the administration of the estate of Leo Scherer:

1. BANK ACCOUNTS:

Account No: 3224179

Bank: Home Federal Bank

Address: PO Box 5000

Sioux Falls, SD 57117

Beginning Balance: \$12,695.19

Deposits: \$37.32

| Date | Description of Transaction | Amount |
|----------|----------------------------|---------|
| December | Interest Deposit | \$37.32 |

2. DISTRIBUTED ASSETS:

| Description | Distributee | Date Distributed |
|-------------|--------------------------|------------------|
| \$1.00 | Charles Meyer | 1-17-07 |
| \$1.00 | Sandra Dean | 1-17-07 |
| \$1.00 | Robert Dean | 1-17-07 |
| \$1,500.00 | Patricia Smith | 1-17-07 |
| \$350.00 | Tara Glasford | 1-17-07 |
| \$500.00 | Scottish Rite Foundation | 1-17-07 |
| \$10,379.51 | City of Hartford | 1-17-07 |

Patricia Smith, being duly sworn, verifies the statements contained in the Final Accounting are true to



EICH LAW OFFICE

Professional LLC

Robin M. Eich | Attorney at Law | Robin@eichlawoffice.com

April 24, 2007

Charles Meyer
2801 W. 84th Street North
Sioux Falls, SD 57107

✓ Sandy Dean
P.O. Box 116
Hartford, SD 57033

RE: Leo Scherer

Dear Chuck and Sandy:

I have finally had an opportunity to review all of the information that you provided. I apologize in taking longer than expected to review the documentation and research the same. Several mistakes have been made in these matters.

First of all, the accountings that were done in the conservatorship/guardianship matter are inadequate as they do not account for all of the financial transactions and are not very organized. As you indicated, I fully agree with you that Pat Smith was not acting appropriately as to how a person in a fiduciary position should act by any means. It appears as though she continuously commingled money with her own but even worse the money was also with her husband's accounts. This is completely inappropriate. Not all of the money was accounted for as it should have to the penny in annual accountings and a final accounting, all of which are required pursuant to South Dakota law. It takes some time to act in the fiduciary position but it is a relatively simple process. Completely separate accounts need to be established and used. Each penny that is handled or goes into or out of the accounts needs to be acknowledged by the fiduciary and noted where appropriate.

The will is executed and the heirs are changed after the conservator/guardian was in her fiduciary position. There is a lot of scrutiny in regards to this being done. Mr. Scherer passes away and then there are still accounting issues. The final accounting in the conservatorship and the beginning balance in the accounting of the probate matter should match up to the penny.

Clearly, the fiduciary was not acting as one should have been when handling someone else's financial matters. It appears as though the best route of action to take in regards to the money not being accounted for is to push Minnehaha County detectives to investigate the matter further. They have the power to subpoena records and bring people in for

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210 N. Main Ave., Suite 102

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P.O. Box 117 | Hartford, SD 57033

Telephone (605) 528-3000 | Fax (605) 528-3001

Letter to Charles Meyer and Sandy Dean

April 24, 2007

Page two

questioning. Ideally, the officers will believe that a valid case of embezzlement exists and the appropriate person will be prosecuted. If law enforcement feels that there is a good case, then they will turn it over to the State's Attorney's Office for prosecution of the likely felony charges.

I am enclosing, for your information, a statute in regards to embezzlement. "Any person, who has been entrusted with the property of another and who, with intent to defraud, appropriates such property to a use or purpose not in the due and lawful execution of his or her trust, is guilty of theft. A distinct act of taking is not necessary to constitute theft pursuant to this section." If the value of the items taken, in this case money, is over \$500 then it is a felony. The amount was increased to \$1,000 in July 2006 but prior to that date, which is the case herein, the value needs to be \$500 or more for each felony. If the State wanted to, there is a potential of numerous felony charges for each time more than \$500 was taken from Mr. Scherer. The worst case scenario is that the detectives do not feel that there is a very strong case and decide to not even turn it over to the State's Attorney's Office for prosecution. You can certainly push them to reach the level of demanding a thorough investigation.

In regards to the probate matter, South Dakota law provides that you two should have received notice when the will was going to be probated. It is rather ironic that all of the other heirs, including Salvation Army, Lee Lewis for Scottish Rite, Janice Hinspater, Judy Vanloh, Larry Nelson for the City of Hartford, Jerry Larson, James Larson, and Patricia Smith were provided with notice of the hearings and probate. The only ones left out were the two of you. You both were listed on the Petition for Formal Probate but you did not receive any notice throughout the probate process until the Final Accounting was done and each of you received \$1.00. I am enclosing the specific statutes in regards to the notice that needs to be provided.

The downfall of this entire situation is that the entity that has lost the most is the Scottish Rite. Lee Lewis represented the Scottish Rite's interests and it does not appear that he made any objections to the second will being probated. The two of you did not receive anything in the 1998 will and, therefore, do not have much standing in regards to contesting the validity of the second will. I can fully understand that you both are very upset about the actions throughout these processes. However, the Scottish Rite and University of South Dakota are the two entities that should have contested the validity of the will so that each would have received the monetary benefit. One could contest the nature of the probate and that the first will should have been probated, however, pursuant to SDCL 29A-3-204, you would need to provide the nature of the demandant's interest in the estate, which you only received an inheritance in the second will so the Court would likely rule that you do not have standing to contest the validity of the second will so that the first will should be used for probate.

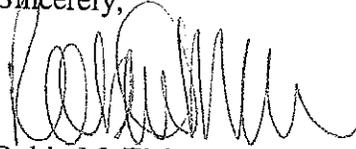
Again, the Scottish Rite should have contested the validity of the second will that was used. They received notice of the hearings but for some reason it doesn't appear that they appeared at the hearing nor did they make any objections formally to the court.

Please contact me with any questions at all. If you prefer to meet again, I am more than happy to do so. Finally, if you need me to discuss this matter with any investigators or anyone from the State's Attorney's Office, I am more than happy to do so as these matters were not conducted properly.

Letter to Charles Meyer and Sandy Dean
April 24, 2007
Page three

Best personal regards.

Sincerely,

A handwritten signature in black ink, appearing to read "Robin M. Eich". The signature is fluid and cursive, with a large initial "R" and "M".

Robin M. Eich
Attorney at Law

RME/cmj
Enclosures

Hartford City Council Minutes – Regular Meeting February 6, 2007

Mayor Cecile Binkerd called the meeting to order at 7:00 p.m. at the Hartford City Hall with the following present: Dan Thaler, Cindy Liesinger, Wes Otheim, Mike Swier and Phil Cunningham. Mike Kane was absent with notice. Motion to approve the minutes of the previous meeting was made by Swier, second by Liesinger – all voted yes, motion carried.

Additions to the Agenda: A motion was made by Thaler, second by Otheim to add the School Report by Binkerd to the agenda - all voted yes, motion carried.

Correspondence: The city received a thank you letter from Sports Edition for the welcome plant. MCEDA sent their annual report. Pat Smith presented a check for \$10,379.51 to the city on January 30, 2007 from the Leo Scherer Estate.

Visitors: Craig Beaubien addressed the city council regarding the Drainage Evaluation Report conducted by Banner Engineers for the West Central School District. Mr. Beaubien pointed out some of the items that he questioned in the report. He asked the council to enforce the building permit that was issued to the West Central School District when the bus barn was built which states that the school district has to provide adequate water drainage. The city engineer, Jon Brown, stated that this drainage report was vague and inconclusive. A motion was made by Cunningham to have the school correct the drainage problem on their property - motion was rescinded. Paul Gausman, Superintendent of West Central Schools, stated that the school provided this report at the district's expense even though it was not required to do so. He also stated that the school board would not review and discuss this report until March 12, 2007. A motion was made by Liesinger, second by Otheim to table this issue until March 20, 2007 which would allow the school board to meet and discuss this issue - all voted yes, motion carried.

Robin Eich, attorney for Russ Englund, addressed the council asking for payment for plumbing repairs on a trailer house owned by him. The council agreed at the January 16, 2007 meeting to allow Real Deal Handyman Co. to bill the city for repairs to the Englund trailer, not to exceed \$3200.00. Ms. Eich has stated that Real Deal Handyman Co. will not start the repairs until he receives full payment of the \$3200.00 up front. A motion was made by Cunningham, second by Thaler, to pay the \$3200.00 to Real Deal Handyman Co. before services are rendered but it is subject to a required completion date and a plumbing inspection - Cunningham and Thaler voted yes, Liesinger, Swier and Otheim voted no, motion did not carry. Liesinger stated that if the plumber is worried about getting paid we could have the city attorney draw up an assurance agreement. A motion was made by Liesinger, second by Otheim, to ask the city attorney to write-up an assurance agreement to guarantee that the necessary plumbing work will be paid for by the city up to \$3200.00 - Cunningham and Thaler voted no, Liesinger, Swier and Otheim all voted yes, motion carried. A motion was made by Swier, second by Otheim, to allow another plumber up to \$3200.00 to do the repairs if another plumber can be found to agree to those terms - Cunningham and Thaler voted no, Liesinger, Swier and Otheim voted yes, motion carried. A motion was made by Liesinger, second by Thaler to end further discussion until the city attorney can be present - all voted yes, motion carried.

Reports:

Planning and Zoning: Bob Bender, planning and zoning member, addressed the city council. He stated that the planning and zoning is recommending changing some street names in Hartford to conform to the E911 system. A motion was made by Thaler, second by Liesinger, to approve the following street name changes to conform with the E911 system- 1) 464th Ave to Colton Road from the Interstate north to 258th Street. 2) 463rd Ave to Western Ave from the Interstate north to 258th Street. 3) 260th Street to Mickleson Road from Hwy 38 west to what would be 462nd Ave. 4) 259th Street to E. 9th Street from the Colton Road east to its end at 465th Ave. 5) East 2nd Street between Colton Road and 465th Ave. - all voted yes, motion carried. A motion was made by Liesinger, second by Thaler to approve the revised preliminary plat for Western Meadows Addition with the contingency noted by Stockwell Engineers - all voted yes, motion carried.

Sheriff Report: Officer Steve Maciejewski was present to answer any questions the council had. He reported that several of the stolen Christmas lights have been recovered, however, vandals were not apprehended.

Fire & Rescue: Fire Chief, Matt Brandt, told the council that the Annual Firemen's Dance will be held March 3, 2007 at the American Legion. Doors open at 8pm and the band plays from 9pm-1am. He also reported that the fire department will be given hepatitis shots and offered to allow any city employees that need this vaccination to get it through them. The city will notify Chief Brandt who they want to receive this vaccination so they fire department can include them on the list.

Maintenance Superintendent Report:

- a. **Streets** - Craig Wagner has priced crack sealing with Highway Improvements. He also should be receiving an estimate for mag water within the next few weeks.
- b. **Water & Sewer** – The city crew has over 550 automatic readers installed, which brings us to over 2/3rd of the way done. The city personnel will have training on the new system February 13th and 14th. MCWC has put the new line into operation this last week. The water smell and