

**Hartford City Council Agenda**  
**Tuesday, December 3, 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 - 11/19/2019
- 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**

- Discuss Agreement & Annexation Petition from the Hartford Township
  - \*Review and Approve Agreement with Hartford Township
  - \*Review and Approve Annexation Resolution 2019-17
- 2nd Reading of Ordinance #680 - Amendment to Zoning Regulations to allow Artisan Distillery in Central Business and Community Commercial Zones
- 2nd Reading of Ordinance #682 - Amend Ordinance 430 - Sidewalk widths

**Reports**

- Minnehaha Sheriff Deputy Report - Deputy Ryan
  - \*Discuss Issuing Traffic Citations under City Ordinance
- City Engineer Report - Stockwell Engineers
  - \*Final Pay Application - RMS Drainage & Excavation - \$13,363.97
- Public Works Superintendent Report - Craig Wagner
- Finance Officer Report - Karen Wilber
- City Administrator Report - Teresa Sidel

**Old Business**

- Discuss Park Recreation Board

**New Business**

- Review/Approve 2020 Minnehaha Sheriff Police Service Agreement
- Review/Approve 2020 Animal Control Contract w/Sioux Falls Humane Society
- Review/Approve Engagement Letter from Quam, Berglin & Post, PC to perform the city's 2019 audit
- Discuss Vandemark Road Project
  - \*Confirm payment plan options, timeline and interest rate
- Discuss Site Plan Reviews of Driveways

**Correspondence**

**Executive Session (SDCL 1-25-2)**

**Adjournment**

**Next City Council Meeting: Tuesday - December 17, 2019**

## City Council Meeting – Regular Meeting November 19, 2019

Council President Arden Jones 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 Scott Nelson. Mayor Jeremy Menning and Brittany Glanzer were absent with notice. Also present were City Administrator Teresa Sidel, City Finance Officer Karen Wilber, Public Works Superintendent Craig Wagner, Chamber & Economic Development Director Jesse Fonkert, City Attorney Larry Nelson and City Engineer Mitch Mergen.

### BUSINESS ITEMS:

- **Approve Agenda:** A motion was made by Kuehl, second by Nelson to approve the agenda as set - all voted yes, motion carried.
- **Approval of the Minutes:** A motion was made by Kuehl, second by Brenneman to approve the meeting minutes from November 5, 2019 – all voted yes, motion carried.
- **Approval of the Bills:** A motion was made by Monahan, second by Kuehl to approve the bills submitted for payment – all voted yes, motion carried.

**PUBLIC COMMENTS:** None.

**VISITORS:** Don Sieverding was present to get input from the council on when improvements to 12<sup>th</sup> Street are anticipated to happen. Sieverding is currently developing land, which is located to the east of 12<sup>th</sup> Street. He has had interest in lots in his development and the question has arose as to when the City will complete 12<sup>th</sup> Street. This project is currently on the City's CIP, but no proposed start date has been assigned. The council will be reviewing the CIP at a future meeting where they will be discussing this project along with other future projects. More information on an anticipated date for the 12<sup>th</sup> Street project will be available after this meeting.

### ORDINANCES, RESOLUTIONS, APPLICATIONS AND HEARINGS:

- **7:05 Public Hearing – Liquor License Renewals:** A motion was made by Monahan, second by Nelson, to approve all liquor licenses as presented – all voted yes, motion carried.
- **7:10 Public Hearing on Annexation Petition from the Hartford Township:**
  - **Review & Approve Agreement with Hartford Township/Review & Approve Annexation Resolution 2019-17:** Hartford Township owns a parcel of land along Western Ave that is not in city limits. The City recently requested an easement from the Township for the new sewer project along Western Ave. The Township will agree to the easement if they are allowed to hook on to the new sewer line, once completed. Since they are not in city limits, they would be required to annex into the city in order to receive any city utility services. They have agreed to the annexation. An agreement was presented to the council that spells out the terms of this arrangement - that the City agrees to install the sewer service line to the Township property and allows them to hook on to this line, waiving the initial hookup fee and that the Township agrees to annex this parcel into the city and to sign the easements needed for the sewer project. Further discussion was held about the installation of the service line on the Township property. The agreement is not clear as to where the City would bring the line to. A motion was made by Kuehl, second by Nelson to table both the agreement and annexation resolution until the next meeting to allow time to get clarification on the details of the sewer line installation on the Township property – all voted yes, motion carried.
- **Review & Approve Resolution 2019-15 General Assessment Policy:** Resolution 2019-15 updates the City's general assessment policy by clarifying the assessment rate for different improvements and adding a section that states the payment due date to the City before an assessment would be sent on to the County. A motion was made by Kuehl, second by Brenneman to approve Resolution 2019-15 General Assessment Policy – Monahan voted no with all others voting yes, motion carried.
- **Review & Approve Resolution 2019-16 Transfer of Contingency Funds:** This resolution would approve the transfer of funds from the city's contingency account to other accounts in the general fund. A motion was made Monahan, second by Brenneman to approve Resolution 2019-16 to transfer \$44,733 from the city's contingency account to the following accounts: Finance Office \$33,740; Police Administration \$1,893; Street \$9,100 – all voted, motion carried.
- **1<sup>st</sup> Reading of Ordinance #680 – Amend Zoning Regulations Allowing Artisan Distillery in Central Business & Community Commercial Districts:** With the recent approval to transfer the city owned lot at Menth St & Main Ave to the HADF, the HADF is now marketing this lot sale with a possible use being an artisan distillery. Currently the City's zoning regulations only allow for distilleries in Heavy Industrial District. This ordinance would change the regulations allowing artisan distilleries by conditional use in central business and community commercial districts. Councilman Kuehl requested that our building codes be looked at to ensure they allow for this type of use and to also have a discussion with the fire chief to ensure there are no concerns from a fire protection standpoint. Sidel will address these items before the ordinance is presented for 2<sup>nd</sup> reading. A motion was made by Kuehl, second by Brenneman to approve 1<sup>st</sup> reading of Ordinance #680 Amend Zoning Regulation Allowing Artisan Distillery in Central Business & Community Commercial Districts – all voted yes, motion carried.

- **1<sup>st</sup> Reading of Ordinance #681 – 2019 Supplemental Appropriation:** This ordinance will provide additional appropriations to the city’s 2019 budget. A motion was made by Nelson, second by Brenneman to approve the 1<sup>st</sup> reading of Ordinance #681 2019 Supplemental Appropriation which will add \$146,225 to the general fund 101 budget; \$1,125,000 to the capital improvement fund 505 budget; \$1,572,728 to the capital improvement fund 506 budget; \$2,256 to the water fund 602 budget; and \$77,846.23 to the sewer fund 604 budget – all voted yes, motion carried.
- **1<sup>st</sup> Reading of Ordinance #682 – Amend Ordinance #430 – Sidewalks:** In 2018 the City adopted new design standards, which were drafted by city engineers and reviewed by both the planning & zoning board and council. These standards require a minimum sidewalk width of 5ft in residential areas. The City’s municipal ordinance still references the 4ft minimum width. This ordinance would update the sidewalk section of the municipal ordinance, so it agrees with the design standards. A motion was made by Kuehl, second by Brenneman to approve 1<sup>st</sup> reading of Ordinance #682 Amend Ordinance #430 – Sidewalks. Further discussion was held regarding some of the wording of Ordinance #682. Sidel will make the appropriate wording changes prior to 2<sup>nd</sup> reading. Kuehl called the vote. Monahan voted no with all others voting yes, motion carried.

## **REPORTS:**

- **Chamber & Economic Development Director Report:** Director Jesse Fonkert’s report, recapping activities for both the Chamber and HADF, was provided to the council. Highlights: two new members joined the Chamber in Oct, work continues on #DiscoverHartford videos/stories, the fall Chamber newsletter was sent out, ongoing communication with business leads, work continues on capital campaign with NCDS hired to do feasibility analysis, visited area manufactures and attended various meetings/events. Steve Griesert with Community Partners Research, Inc. was present to give the council a brief overview of the housing study update that was recently completed. Fonkert extended a thank you to both SDHDA and SECOG for their help in funding this study update. Fonkert also thanked Mr. Griesert for all his work on the study.
- **Engineer Report:** Mitch Mergen was present to provide engineer updates. Mickelson Road Improvements – The contractor continues to work on punch list items. Vandemark Roadway Improvements – The contractor continues to work on punch list items. 9<sup>th</sup> Street Improvements – Construction documents are being prepared for bidding in Jan 2020. CIP Updates – Updates are being made to the CIP. Once complete, it will be presented to the council for their review. Wastewater Treatment Facility – Discussions are still ongoing with landowners on potential sites/routes for the facility. A reimbursement request in the amount of \$7,921.99 from Kelly Point Partners was presented. When they developed phase 3 of their project, they installed a 12” water main along Mickelson Rd from Clover Leaf Ave to Shamrock Dr. They are now requesting reimbursement for the upsizing that was done from an 8” main to a 12” main. Engineers have reviewed the request and are recommending payment. A motion was made by Monahan, second by Nelson to approve payment in the amount of \$7,921.99 to Kelly Point Partners for the upsizing done on the water main along Mickelson Rd – all voted yes, motion carried.
- **Public Works Report:** Public Works Superintendent Wagner’s report was provided to the council. Highlights include:
  - Streets – Wagner is compiling information for the 2020 slurry seal project. Staff replaced the heater core on the ’95 dump truck. Snow equipment is serviced and ready to go. The ’14 Ford replacement truck should be rigged and ready to go into service next week. Wagner will be putting specs together for a dump truck so it will be ready to bid in January. Street sweeping continues. Wagner is obtaining quotes for cleaning out drainage areas.
  - Water – Staff continues to install the new meters for this year. The abandon hydrant/valve by the old tower has been removed.
  - Sewer – Staff rebuilt the pump at the main lift station. Samples will be taken this week. Hoping to discharge one more time this fall.
  - Parks – The new tree has been planted at Century Square Park.
  - Downtown – Seven of the new lights have been installed. Two more will be put up next week. One is on backordered.
- **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 October 31<sup>st</sup>, a recap of bills submitted for payment and the calendar of events.
- **City Administrator Report:** City Administrator Sidel’s report was provided to the council. Sidel provided a copy of the Vandemark Ave assessment roll. Letters will be sent to all property owners next week to inform them of the assessment hearing scheduled for Dec 17<sup>th</sup>. All invoices regarding the two code violation cases have been received and a final account for each case has been sent to our attorney. These costs will be levied against the properties involved. Sidel attended a LRTP meeting on Nov 7<sup>th</sup>. The City has hire one person for snow removal but is still accepting applications in hopes of hiring an individual with a CDL that can operate larger equipment.

## **OLD BUSINESS:**

- **Approve Warranty Deed for Lot 6 of Railway Addition:** On Oct 1<sup>st</sup> the council approved transferring Lot 6 of Railway Addition to the HADF for marketing. A Warranty Deed to transfer this lot to the HADF was provided. A motion was made by Nelson, second by Kuehl to approve and authorize Mayor Menning to sign the warranty deed transferring Lot 6 of Railway Addn to the HADF – Monahan voted no with all others voting yes, motion carried.

- **Discuss Park Recreation Board:** Mayor Menning has requested to table this item until the next meeting so he can be present. A motion was made by Brenneman, second by Kuehl to table this item until the next meeting – all voted yes, motion carried.

**NEW BUSINESS:**

- **Discuss Feedback on Joint Jurisdiction Public Meeting:** In an effort to get as much correct information out as possible to those impacted by possible joint jurisdiction, the Planning & Zoning board has suggested that a letter be sent to all property owners within the joint jurisdiction area. This letter would recap questions or concerns that were brought up by property owners at the Oct 29<sup>th</sup> public input meeting. The council provided feedback on questions that were asked at their tables or any other information that they think is important to include in the letter. Sidel will draft a letter to be mailed with a copy posted on the city’s website. It was the consensus of the council that the City moves forward with another public input meeting in January 2020.

**CORRESPONDENCE:** None.

**EXECUTIVE SESSION:** A motion was made Kuehl, second by Monahan to enter executive session pursuant to SDCL 1-25-2 (1) for personnel at 8:56pm – 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.

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Karen Wilber, Finance Officer

**EXECUTIVE SESSION:** Monahan exited the meeting at 10:05pm. A motion was made by Nelson, second by Kuehl to exit executive session at 10:07pm – all voted yes, motion carried.

**ADJOURNMENT:** A motion was made by Nelson, second by Kuehl to adjourn at 10:08pm – 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

## **AGREEMENT**

COMES NOW, Hartford Township of Minnehaha County, South Dakota, hereinafter referred to as "Township", and the City of Hartford, a South Dakota municipality, hereinafter referred to as "Hartford", WITNESSETH:

WHEREAS, Township owns certain real property legally described as:

The South 400' of the West 350' of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 15, Township 102 North, Range 51 West of the 5<sup>th</sup> P.M., Minnehaha County, South Dakota.

WHEREAS, pursuant to SDCL § 9-4-1.1, the parties are desirous of entering into this Agreement so as to identify the responsibilities of the parties with regard to the real property described herein and the requested annexation.

NOW, THEREFORE, in consideration of the mutual covenants of the parties contained herein, the legal sufficiency of which is acknowledged by both parties hereto, the parties do hereby agree as follows:

1. Township will, within 30 days of the date of this Agreement, provide Hartford with a written Petition for annexation of the above described real property into the boundaries of the municipality. The written Petition must be in form and manner acceptable to Hartford and in form and manner as attached hereto as Exhibit A.

2. Hartford agrees to accept Township's Petition for Annexation and annex the above described real property into the boundaries of the municipality.
3. Township agrees to execute the easement in form and manner as provided on Exhibit B, attached hereto.
4. Hartford, at its sole expense, agrees to install a sanitary sewer main and sanitary sewer stub out as indicated on the attached Exhibit C.
5. Hartford hereby waives any payment from Township for the initial sewer service hook-up fee for the structure located on the real property described herein.
6. UNDERSTANDINGS OF THE PARTIES. This Agreement comprises the complete understanding of the parties and there are no understandings, either written or oral, except as specifically set forth in this Agreement. No changes may be made in this Agreement unless specifically reduced to writing and accepted by all parties. All prior negotiations and understandings are merged into this Agreement.
7. GOVERNING LAW. The laws of the State of South Dakota shall govern all questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement.

8. INUREMENT OF BENEFIT TO ASSIGNS. All of the terms and provisions of this Agreement shall be binding upon, apply and inure to the benefit of the parties, their respective successors and assigns.

9. Time is of the essence in this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019.

HARTFORD TOWNSHIP

CITY OF HARTFORD.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

STATE OF SOUTH DAKOTA )  
                                  :\$  
COUNTY OF MINNEHAHA )

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of Hartford Township, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota  
My commission expires: \_\_\_\_\_

STATE OF SOUTH DAKOTA )

:§

COUNTY OF MINNEHAHA )

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned officer, personally appeared Jeremy Menning and Karen Wilber Mayor and Finance Officer of the City of Hartford, known to me or satisfactorily proven to be the persons described in the foregoing instrument and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

# PETITION FOR SUPPORT OF ANNEXATION

We the landowners of the area described below wished to be annexed into the city limits of the City of Hartford, Minnehaha County, South Dakota.

**Legal Description of land to be annexed:**

South Four Hundred feet (S400') of the West Three Hundred Fifty Feet (W350') of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 15, Township 102 North, Range 51 West of the 5<sup>th</sup> P.M. Minnehaha County, South Dakota. (Parcel #70966)

**Landowners:**

**Hartford Township**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF SOUTH DAKOTA)  
:SS  
COUNTY OF MINNEHAHA

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of the Hartford Township. In witness whereof, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public South Dakota

\_\_\_\_\_  
My Commission Expires:

(seal)

This petition has been signed by not less than three-fourths of the registered voters and by the owners of not less than three-fourths of the value of the territory sought to be annexed by the municipality.

**Exhibit A**

Prepared By:  
Larry A. Nelson  
Frieberg, Nelson & Ask, L.L.P.  
206 E. 5th St., PO Box 38  
Canton, SD 57013-0038  
605-987-2686

## PERMANENT SANITARY SEWER EASEMENT

### KNOW ALL MEN BY THESE PRESENT:

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, HARTFORD TOWNSHIP of Minnehaha County, South Dakota, hereinafter referred to as GRANTOR, does hereby grant, unto the CITY OF HARTFORD, a municipal corporation, hereinafter referred to as CITY, its successors and assigns, a permanent utility easement with the right to erect, construct, install and lay, and thereafter use, operate, inspect, repair, enlarge, maintain, replace and remove underground sanitary sewer mains, sewer pipes, connections, valves, structures, and all other underground devices and appurtenances used in connection with the operation of underground sewer pipes and sewer mains used within the easement area as identified on Exhibit A attached hereto, under and across and through the land of the GRANTOR, situated in Hartford, Minnehaha County, State of South Dakota, said land being described as follows:

South Four Hundred Feet (S400') of the West Three Hundred Fifty Feet (W350') of the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) of Section 15, Township 102 North, Range 51 West of the 5<sup>th</sup> P.M., Minnehaha County, South Dakota,

together with the right of ingress and egress over the easement area of the GRANTOR, and the successors and assigns thereof, for the purposes of this easement.

This grant is subject to the following conditions:

1. CITY covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, its successors and assigns.
2. GRANTOR agrees that it will not grant any other easements for other utilities, communication lines or facilities within the easement area without the written agreement of the CITY, and further agrees that it will not use the easement premises in a manner which will interfere with the CITY'S full enjoyment of the rights hereby granted. GRANTOR further agrees not to erect, construct, or install any building, structure, or other item which will obstruct the easement area, or diminish or substantially add to the ground over the easement premises.
3. CITY agrees that it will, following excavation, installation, replacement, repair, or enlargement of the underground sanitary sewer mains, pipes, connections, valves, and all other underground devices and appurtenances used in connection with the operation of the City sanitary sewer, return the premises to their former condition as is reasonably possible or in compliance with the Engineer plans on file with the City of Hartford, at no expense

- to GRANTOR.
4. CITY agrees that uses authorized by this easement shall be constructed in a good and workmanlike manner and that all disturbed areas shall be restored to a finished grade in a good and workmanlike manner per City plans and specifications.
  5. GRANTOR will keep the easement area clear of any building, or structure, and shall not plant any trees, shrubs, or install landscaping thereon.
  6. The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, its successors and assigns, by reason of the exercise of the easement right herein, unless otherwise agreed to in writing by CITY.
  7. CITY agrees to indemnify and hold GRANTOR harmless from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use of this easement by CITY, its servants, agents, or invitees, excepting such claims, liabilities, or damages as may be caused by the direct acts of GRANTOR or its servants, agents, or invitees.
  8. CITY agrees to and GRANTOR authorizes CITY to perform routine maintenance of the easement area.

The grant and other provisions of this agreement shall constitute a covenant running with the land for the benefit of the CITY.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this \_\_\_\_ day of \_\_\_\_\_, 2019, and the provisions thereof shall be obligatory upon GRANTOR and the heirs, successors and assigns thereof.

HARTFORD TOWNSHIP

\_\_\_\_\_  
 By:  
 Its:

STATE OF SOUTH DAKOTA )  
 :SS  
 COUNTY OF MINNEHAHA)

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the Chairman of Hartford Township, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

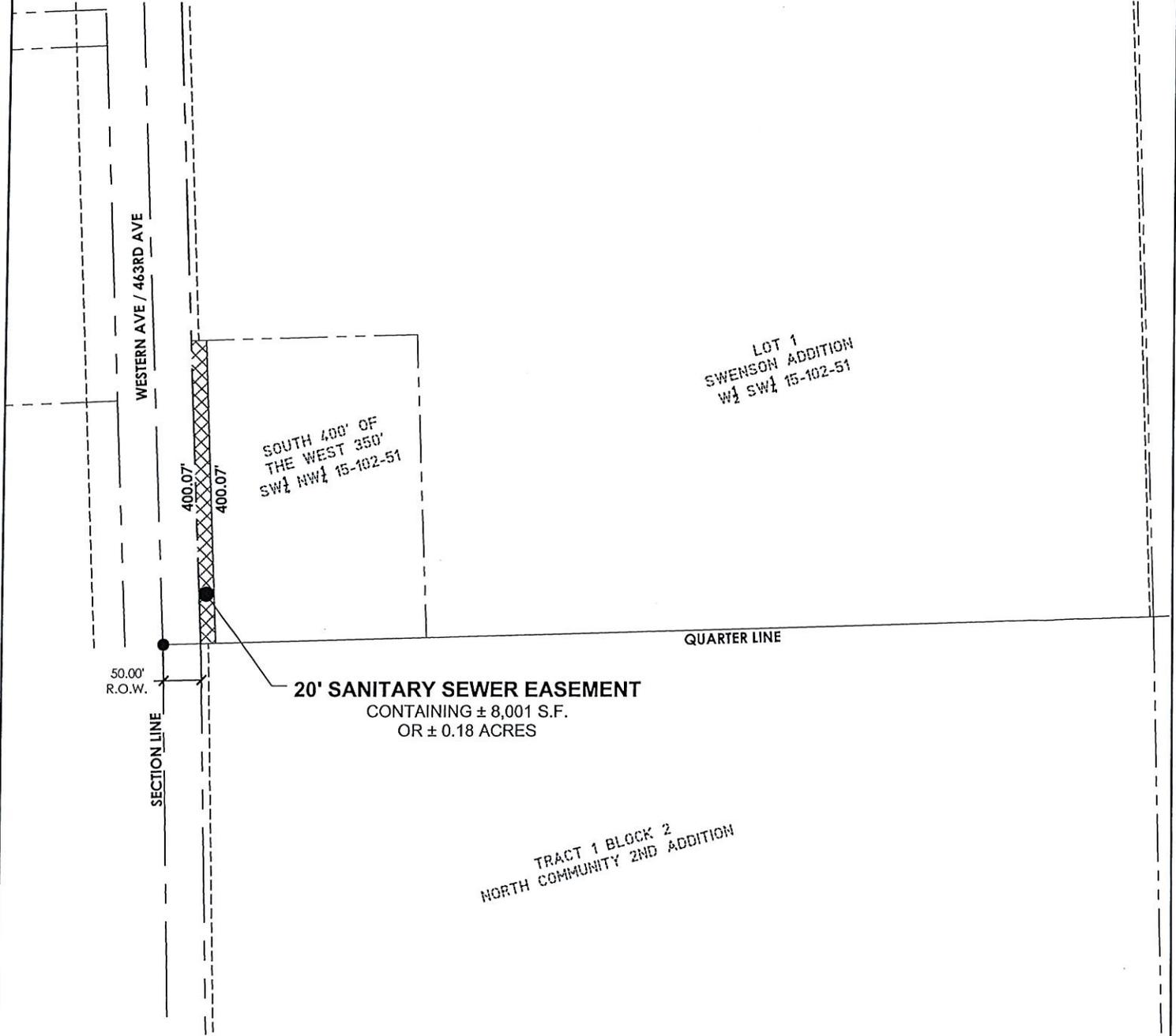
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
 Notary Public, South Dakota  
 My commission expires: \_\_\_\_\_

# EXHIBIT A

SHOWING A PERMANENT SANITARY SEWER EASEMENT IN THE SOUTH 400 FEET OF THE WEST 350 FEET IN THE SW 1/4 NW 1/4 OF SECTION 15, T102N, R51W OF THE 5TH P.M., MINNEHAHA COUNTY, SOUTH DAKOTA (CONTAINING 0.18 ACRES MORE OR LESS)

## PERMANENT SANITARY SEWER EASEMENT



LOT 1  
SWENSON ADDITION  
W 1/2 SW 1/4 15-102-51

SOUTH 400' OF  
THE WEST 350'  
SW 1/4 NW 1/4 15-102-51

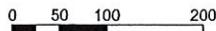
QUARTER LINE

50.00'  
R.O.W.

20' SANITARY SEWER EASEMENT  
CONTAINING ± 8,001 S.F.  
OR ± 0.18 ACRES

SECTION LINE

TRACT 1 BLOCK 2  
NORTH COMMUNITY 2ND ADDITION



KEY MAP  
SECTION 15-102-51

### NOTES:

1. BASIS OF BEARINGS FOR THIS EASEMENT IS UTM ZONE 14 NORTH.
2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

### LEGEND:

FOUND PROPERTY CORNER

PERMANENT SANITARY SEWER EASEMENT



### PREPARED BY:

STOCKWELL ENGINEERS, INC.  
801 N PHILLIPS AVENUE, SUITE 100  
SIOUX FALLS, SD 57104  
PHONE: 605-338-6668

Prepared by:  
Larry A. Nelson  
Frieberg, Nelson & Ask, LLP  
206 E. 5<sup>th</sup> Street  
P.O. Box 38  
Canton, SD 57013  
(605) 987-2686

### TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

HARTFORD TOWNSHIP of Minnehaha County, South Dakota, hereinafter referred to as GRANTOR, owner of real property, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and convey unto the CITY OF HARTFORD, SOUTH DAKOTA, a municipal corporation, hereinafter referred to as GRANTEE, a temporary construction easement, with the right, privilege and authority to excavate, construct, and install sewer pipes and sewer main, including the necessary grading thereof, over, across, and through the land of the GRANTOR described as follows:

South Four Hundred Feet (S400') of the West Three Hundred Fifty Feet (W350') of the Southwest Quarter of the Northwest Quarter (SW<sup>1</sup>/<sub>4</sub>NW<sup>1</sup>/<sub>4</sub>) of Section 15, Township 102 North, Range 51 West of the 5<sup>th</sup> P.M., Minnehaha County, South Dakota.

Said easement shall be a strip of land as shown on the attached Exhibit B.

This easement shall terminate two years after the date of completion of the construction of the sewer system, including underground sanitary sewer mains, sewer pipes, connections, valves, structures, and all other underground devices and appurtenances used within the easement area.

GRANTOR agrees that they will not use the easement premises in a manner which will interfere with the GRANTEES full enjoyment of the rights hereby granted and GRANTOR further agrees to not erect or construct any building or other structure or other obstruction on the easement premises.

The consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, its successors and assigns, by reason of the exercise of the easement rights granted herein, unless otherwise agreed to in writing by the GRANTEE.

GRANTEE agrees that it will, following the construction of the sewer system, return the easement premises to its former condition as is reasonably possible and in compliance with the Engineer plans on file with the City of Hartford, at no expense to GRANTOR.

IN WITNESS WHEREOF the GRANTOR has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

HARTFORD TOWNSHIP

\_\_\_\_\_  
By:  
Its:

STATE OF SOUTH DAKOTA )  
                                          :SS  
COUNTY OF MINNEHAHA)

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the Chairman of Hartford Township, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

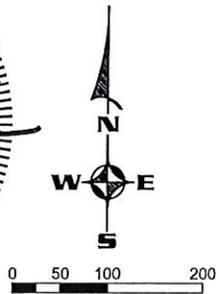
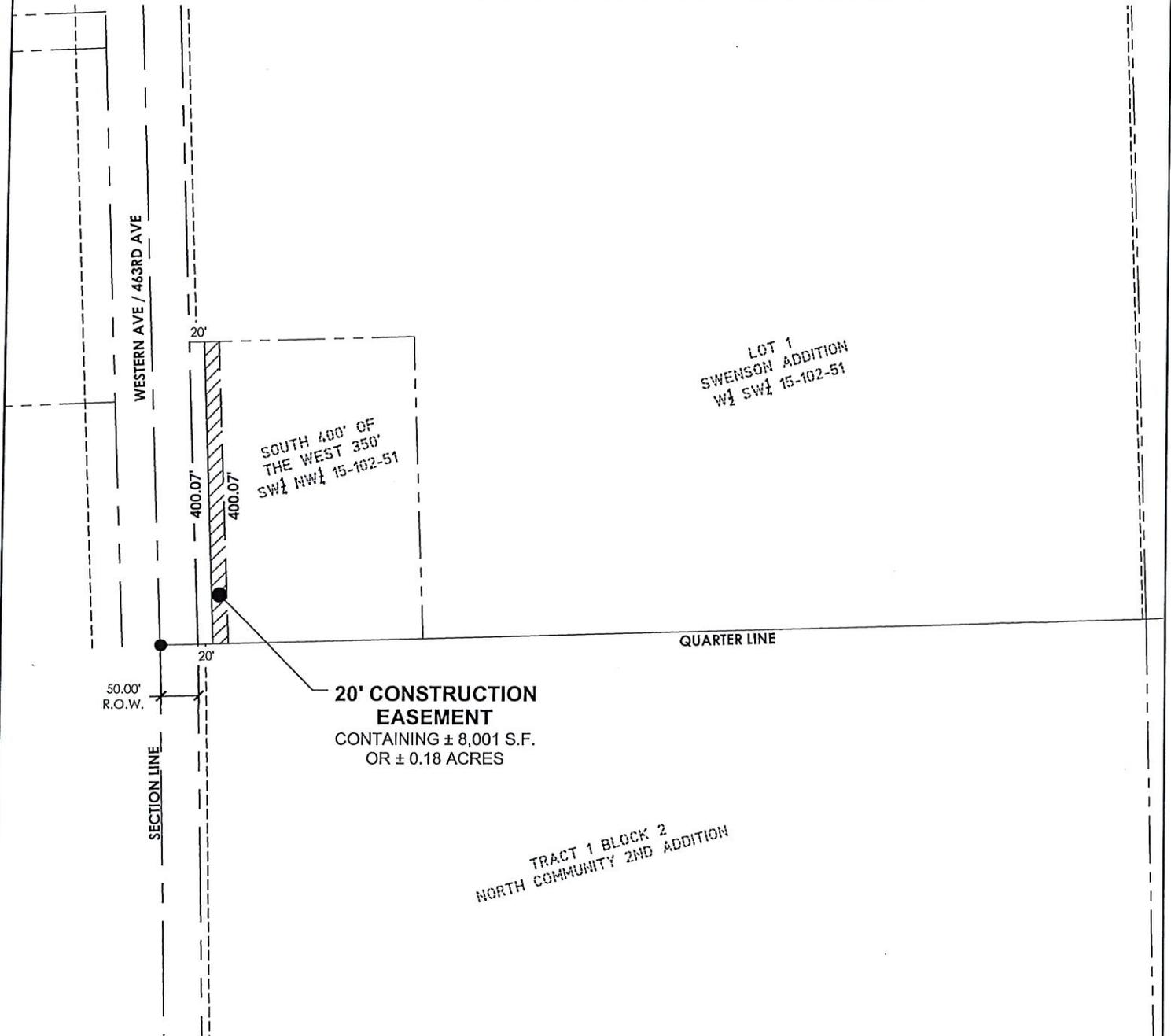
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, South Dakota  
My commission expires:\_\_\_\_\_

# EXHIBIT B

SHOWING A TEMPORARY CONSTRUCTION EASEMENT IN THE SOUTH 400 FEET OF THE WEST 350 FEET IN THE SW 1/4 NW 1/4 OF SECTION 15, T102N, R51W OF THE 5TH P.M., MINNEHAHA COUNTY, SOUTH DAKOTA (CONTAINING 0.18 ACRES MORE OR LESS)

## TEMPORARY CONSTRUCTION EASEMENT



KEY MAP  
SECTION 15-102-51

- NOTES:**
1. BASIS OF BEARINGS FOR THIS EASEMENT IS UTM ZONE 14 NORTH.
  2. SURVEY WAS DONE WITHOUT BENEFIT OF A TITLE SEARCH.

- LEGEND:**
- FOUND PROPERTY CORNER
- TEMPORARY CONSTRUCTION EASEMENT



**PREPARED BY:**

STOCKWELL ENGINEERS, INC.  
801 N PHILLIPS AVENUE, SUITE 100  
SIOUX FALLS, SD 57104  
PHONE: 605-338-6668



18372 - Hartford Township SSWR Stub Out Exhibit.dwg

# Proposed Sanitary Stub-Out Hartford Township



Scale: 1" = 60'



11/21/2019



Prepared by:  
Teresa Sidel  
PO Box 727, Hartford, SD 57033  
605-528-6187

## **RESOLUTION OF ANNEXATION #2019-17**

**BE IT RESOLVED** by the Common Council of the City of Hartford, South Dakota:

**WHEREAS**, the Hartford Township, owner of the real property described as:

South Four Hundred feet (S400') of the West Three Hundred Fifty Feet (W350') of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of Section 15, Township 102 North, Range 51 West of the 5<sup>th</sup> P.M. Minnehaha County, South Dakota. (Parcel #70966)

**AND WHEREAS**, the Hartford Township having petitioned the Common Council of the City of Hartford for annexation of said area into the City, and said petition appearing in good form and in compliance with the requirements and provisions of SDCL 9-4-1, as amended, now, therefore,

**BE IT RESOLVED** by the Common Council of the City of Hartford, South Dakota, that the real property described above is hereby annexed into and incorporated within the municipal limits of the City of Hartford, South Dakota.

**DATED** this 19<sup>th</sup> day of November, 2019

---

Mayor Jeremy Menning

(Seal)

ATTEST:

---

Karen Wilber, City Finance Officer

**State of South Dakota, County of Minnehaha.**

On this the \_\_\_\_\_ day of November 2019, before me, Teresa Sidel, the undersigned officer, personally appeared Jeremy Menning, Mayor of Hartford City and Karen Wilber, Finance Officer, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. In witness where of I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public (Teresa Sidel)

\_\_\_\_\_  
My commission expires:

(seal)

**ORDINANCE NO. 680**

AN ORDINANCE OF THE CITY OF HARTFORD, SD, AMENDING THE 2016 REVISED HARTFORD ZONING REGULATIONS BY AMENDING CHAPTER 7.02, COMMUNITY COMMERCIAL DISTRICT, CONDITIONAL USES; CHAPTER 9.02, CENTRAL BUSINESS DISTRICT, CONDITIONAL USES; AND CHAPTER 20.02, DEFINITIONS, DEFINITIONS.

BE IT ORDAINED BY THE CITY OF HARTFORD, SD:

*Section 1. That Chapter 7.02 of the 2016 Revised Hartford Zoning Regulations is hereby amended to include the following:*

Artisan Distillery	12.02, 12.04, 12.05, 12.06, 12.11, 19.01
--------------------	------------------------------------------

*Section 2. That Chapter 9.02 of the 2016 Revised Hartford Zoning Regulations is hereby amended to include the following:*

Artisan Distillery	12.02, 12.04, 12.05, 12.06, 12.11, 19.01
--------------------	------------------------------------------

*Section 3. That Chapter 20.02 of the 2016 Revised Hartford Zoning Regulations is hereby amended to include the following:*

ARTISAN DISTILLERY – A manufacturer which produces, rectifies, or blends distilled spirits, as defined in SDCL 35-1-1, in a total quantity not in excess of fifty thousand (50,000) gallons within a calendar year, where at least thirty percent (30%) of the raw materials, other than water, used in the finished product are grown or produced in South Dakota. (SDCL 35-13-13)

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Jeremy Menning  
Mayor, City of Hartford

ATTEST:

\_\_\_\_\_  
Karen Wilber  
Finance Officer, City of Hartford

Seal

First Reading: November 19, 2019  
Second Reading & Adoption: December 3, 2019  
Publication: December 12, 2019  
Effective Date: January 1, 2019

**ORDINANCE #682**

**Sidewalks**

**AN ORDINANCE OF THE CITY OF HARTFORD, SOUTH DAKOTA, AMENDING ORDINANCE 430, TITLE 6 - STREETS, SIDEWALKS AND PUBLIC PLACES, CHAPTER 6.02 – STREETS, SIDEWALKS, CURB AND GUTTER, SECTION 6.0207 - SIDEWALKS;**

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

THAT TITLE 6, CHAPTER 6.02, SECTION 6.0207 BE AMENDED AS FOLLOWS:

**6.0207 - SIDEWALKS**

A sidewalk shall be constructed commencing at a point that is twelve (12) inches outside of the property line or at a point determined by the city engineer or public works superintendent. If a property owner disagrees with the location of the sidewalk, the location will be determined by the Hartford City Council.

Sidewalk construction shall be no less than four (4) inches in thickness, of Portland Cement Construction, and not less than five (5) feet wide in residential areas, with slope toward street no greater than one-fourth (1/4) inch per foot. All sidewalks shall be constructed to meet current ADA standards.

When considered necessary and advisable for the peace, welfare, and safety of the people, the City Council may direct that new sidewalk be constructed and assessed to any abutting property owner. (SDCL 9-46-1, 9-45-14)

When existing sidewalk is removed for any reason it shall be replaced, according to the provisions of this section.

Adopted this 3rd day of December 2019.

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Mayor Jeremy Menning

ATTEST:

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Karen Wilber, Finance Officer

(seal)

First Reading: November 19, 2019  
Second Reading and Adoption: December 3, 2019  
Publication: December 12, 2019  
Effective: January 1, 2020

**MCSO HARTFORD FIELD OFFICE 30 DAY WRAPUP. DECEMBER 2019**

**Traffic Stops: 98 (increase of 4 stops)**

**Civil Paper Service: 24 (decrease of 15)**

**Security checks: 3 (decrease of 10)**

**Warrant service: 6 (decrease of 4)**

**Traffic Accidents: 2 (=)**

**Disorderly Subjects: 6 (Increase of 3)**

**Family Disputes: 6 (Increase of 3)**

**Fraud: 3 (Increase of 2)**

**Liquor Law Inspection: 6 (Increase of 6)**

**Suicidal Subject: 3 (Increase of 3)**

**Juvenile delinquency: 5 (Increase of 1)**

**Larceny: 1 (=)**

**Narcotics: 3 (Decrease of 1) (2 at West Central Schools)**

**Reckless driver: 1 (Decrease of 3)**

**Runaway: 1 (Decrease of 1)**

**Sex offenses: 2 (=)**

**Vandalism: 4 (Increase of 1)**

**Medical calls: 1 (decrease of 1)**

**DWI: 2 (Increase of 2)**

**Animal problem: 5 (increase of 1)**

**Stolen vehicle: 1 (Increase of 1)**

**Stolen vehicle recovery: 2 (Increase of 2)**

**Points: Bover beware**

**-Know what your children are doing online**

**Total calls for service including Deputy initiated: 262 (Decrease of 13) = 8.7 calls for service per day (30 day factor)**



## 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 9<sup>th</sup> Street to the east of Vandemark. Soukup Construction is the contractor performing the work.

**Update** | All punch list items are complete with the exception of seeding one yard. The project is ready for final payment. Final payment is expected to be presented at the next council meeting. Stockwell staff will be finishing record drawings and coordinating closeout.

---

## 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 464<sup>th</sup> 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** | All punch list items are now complete. The project is ready for final payment. Final payment is expected at the next council meeting. Stockwell staff will be working on record drawings for the project and conducting a LOMR to finalize elevations with FEMA.

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## 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. The project is scheduled to be constructed during the 2020 construction season.

**Update** | The Council approved to move forward with advertising the project. Construction documents are being prepared for contractors to bid in January.

---

## 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. A target bid date of February is planned.

---

## 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 is developing a draft of the CIP for City staff to review. The draft will be presented toward the end of the month.

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## 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 project is ready for final payment. A final pay application will be presented at the council meeting

**Action** | Final pay applications will be presented to the council for consideration. All work on the project is complete. Our office recommends approval.

## 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. Illustrative graphics are being prepared for presentation to stakeholders.

## 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: CIP Updates ▪ Ruud Lane Utility Extensions ▪ Brower Add Plat Review ▪ South Main Addition Plat Review ▪ Knapp's Landing Plan Review ▪ Haines Add, Lot 1 Plat Review



17295 | SEI No.  
Application for Final Payment | Encl  
Kirby Hofer, RMS Drainage & Excavation | Cc

November 26, 2019

Teresa Sidel  
City of Hartford  
[cityhall@hartfordsd.us](mailto:cityhall@hartfordsd.us)

Re: Final Payment  
Swenson Park Grading Project

Dear Mrs. Sidel:

A final inspection of the abovementioned project was completed this fall. We found the Work, including all punch list items, to be complete and acceptable. Lien waivers were provided by the contractor to our satisfaction. Enclosed is the final pay application. We recommend approval of the application and payment in the amount shown. Per the contract, execution of final payment shall constitute a waiver of Claims by both parties. Payment is due within 30 days to the Contractor. If there are questions, please contact our office at your earliest convenience.

Respectfully submitted,

STOCKWELL ENGINEERS, INC.

A handwritten signature in blue ink that reads 'Mitchell Mergen'.

Mitchell Mergen, PE  
Engineer of Record

**CITY OF HARTFORD**  
**APPLICATION AND RECOMMENDATION FOR PAYMENT**  
 Prepared by Stockwell Engineers

Contract for: Swenson Park  
 2018 Grading Project  
 Hartford, SD

Dated: August 27, 2019

Application No. 6 & Final

For work accomplished through the date of: August 26, 2019

Contractor: RMS Drainage & Excavation  
 P.O. Box 188  
 Tea, SD 57064

This application meets the requirements of the Contract Documents.

In accordance with the contract, the undersigned recommends payment to the Contractor of the amount due as shown below.

**Engineer: STOCKWELL ENGINEERS, INC.**

Dated: 9.3.19 By: 

Contractor's Certification

The undersigned Contractor certifies that (1) all previous progress payments received from the Owner on account of work done under the Contract referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with work covered by prior Applications and Recommendations for Payment numbered 1 through 5, inclusive; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by this Application will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

**Contractor: RMS DRAINAGE & EXCAVATION**

Dated: 8-30-2019 By: 

Original Contract Price	\$544,137.67	Amount Due to Date	\$545,697.67
Net Change Orders (No. 1 through 1)	\$1,560.00	Less Previous Payments	\$532,333.70
Current Contract Price	\$545,697.67	Amount Due this Application	\$13,363.97

This department concurs with this application for payment.

**Owner: CITY OF HARTFORD, SOUTH DAKOTA**

Dated: \_\_\_\_\_ By: \_\_\_\_\_

**CITY OF HARTFORD**  
**APPLICATION FOR PAYMENT DETAIL SHEET**

Prepared by Stockwell Engineers, Inc.

Contract for: Swenson Park  
 2018 Grading Project  
 Hartford, SD

**Application Date:**  
 August 27, 2019

**Application Period:**  
 From: June 22, 2019  
 To: August 26, 2019

SEI No. 17295

Contractor: RMS Drainage & Excavation

By: \_\_\_\_\_

Engineer: Stockwell Engineers, Inc.

By: \_\_\_\_\_

Application No. 6 & Final

ITEM NO.	DESCRIPTION	PLAN UNITS	UNIT QUANTITY	UNIT PRICE	TOTAL TO DATE		PAST APPLICATION		THIS APPLICATION		REMARKS
					QUANTITY	EARNED	QUANTITY	PRICE	QUANTITY	PRICE	
<b>Base Bid</b>											
1	Mobilization	LS	1	\$29,300.00	1	\$29,300.00	1	\$29,300.00	0	\$0.00	
2	Traffic Control, Miscellaneous	LS	1	\$2,000.00	1	\$2,000.00	1	\$2,000.00	0	\$0.00	
3	Clearing	LS	1	\$750.00	1	\$750.00	1	\$750.00	0	\$0.00	
4	Crushed Concrete	Ton	100	\$21.43	100	\$2,143.00	100	\$2,143.00	0	\$0.00	
5	Manhole Construction Plate Marker	Each	2	\$200.00	2	\$400.00	2	\$400.00	0	\$0.00	
6	Concrete Washout Facility	Each	1	\$250.00	1	\$250.00	1	\$250.00	0	\$0.00	
7	Vehicle Tracking Control	Each	1	\$400.00	1	\$400.00	1	\$400.00	0	\$0.00	
8	Sediment Basin Horseshoe Filter	Each	3	\$2,700.00	3	\$8,100.00	3	\$8,100.00	0	\$0.00	
9	Silt Fence	Ft	1180	\$3.28	1180	\$3,870.40	1180	\$3,870.40	0	\$0.00	
10	12" Sediment Control Wattle	Ft	925	\$3.28	925	\$3,034.00	925	\$3,034.00	0	\$0.00	
11	Rip Rap, Class B	Ton	75	\$44.90	75	\$3,367.50	75	\$3,367.50	0	\$0.00	
12	Permanent Seed Mix #1	Lb	12408	\$4.43	12408	\$54,967.44	12408	\$54,967.44	0	\$0.00	
13	Permanent Seed Mix #2	Lb	129	\$19.38	129	\$2,500.02		\$0.00	129	\$2,500.02	
14	Cover Crop Mix	Lb	51	\$3.11	51	\$158.61	51	\$158.61	0	\$0.00	
15	Fertilizer	Lb	12062	\$0.60	12062	\$7,237.20	12062	\$7,237.20	0	\$0.00	
16	Mulch	Ton	72.9	\$202.00	72.9	\$14,725.80	72.9	\$14,725.80	0	\$0.00	
17	Salvage Topsoil	CuYd	38855	\$1.86	38855	\$72,270.30	38855	\$72,270.30	0	\$0.00	
18	Placing Salvaged Topsoil	CuYd	29141	\$2.14	29141	\$62,361.74	29141	\$62,361.74	0	\$0.00	
19	Unclassified Excavation	CuYd	97845	\$1.80	97845	\$176,121.00	97845	\$176,121.00	0	\$0.00	
20	Fine Grading Field	SqYd	45973	\$0.42	45973	\$19,308.66	45973	\$19,308.66	0	\$0.00	
21	Remove Storm Sewer Pipe	Ft	28	\$20.00	28	\$560.00	28	\$560.00	0	\$0.00	
22	18" RCP, Class 3	Ft	760	\$43.12	760	\$32,771.20	760	\$32,771.20	0	\$0.00	
23	18" RCP, Flared End	Each	10	\$550.00	10	\$5,500.00	10	\$5,500.00	0	\$0.00	
24	Class M6 Concrete	CuYd	5.75	\$955.00	5.75	\$5,491.25	5.75	\$5,491.25	0	\$0.00	
25	Reinforcing Steel	Lb	443	\$1.93	443	\$854.99	443	\$854.99	0	\$0.00	
26	Junction Box Frame & Cover	Each	2	\$470.00	2	\$940.00	2	\$940.00	0	\$0.00	
27	Adjust Junction Box	Each	2	\$200.00	2	\$400.00	2	\$400.00	0	\$0.00	

**Alternate #1**

28	Vehicle Tracking Control	Each	1	\$400.00	1	\$400.00	1	\$400.00	0	\$0.00	
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ITEM NO.	DESCRIPTION	UNITS	PLAN QUANTITY	UNIT PRICE	TOTAL TO DATE		PAST APPLICATION		THIS APPLICATION		REMARKS
					QUANTITY	EARNED	QUANTITY	PRICE	QUANTITY	PRICE	
29	Inlet Protection	Each	2	\$87.35	2	\$174.70	2	\$174.70	0	\$0.00	
30	Silt Fence	Ft	1150	\$3.28	1150	\$3,772.00	1150	\$3,772.00	0	\$0.00	
31	Permanent Seed Mix #2	Lb	34	\$19.38	34	\$658.92	34	\$658.92	0	\$0.00	
32	Cover Crop Mix	Lb	14	\$3.11	14	\$43.54	14	\$43.54	0	\$0.00	
33	Fertilizer	Lb	532	\$0.60	532	\$319.20	532	\$319.20	0	\$0.00	
34	Mulch	Ton	2.7	\$202.00	2.7	\$545.40	2.7	\$545.40	0	\$0.00	
35	Salvage Topsoil	CuYd	1433	\$2.00	1433	\$2,866.00	1433	\$2,866.00	0	\$0.00	
36	Placing Salvaged Topsoil	CuYd	1075	\$2.32	1075	\$2,494.00	1075	\$2,494.00	0	\$0.00	
37	Haul & Place Borrow	CuYd	4720	\$4.89	4720	\$23,080.80	4720	\$23,080.80	0	\$0.00	
<b>Change Order</b>											
38	Remove Existing Structure & Debris	LS	1	\$1,560.00	1	\$1,560.00	1	\$1,560.00	0	\$0.00	CCO#1
<b>TOTALS</b>						<b>\$545,697.67</b>		<b>\$543,197.65</b>		<b>\$2,500.02</b>	

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, CVC Concrete Contractors  
Name of Manufacturer, Materialman or Subcontractor  
has furnished to RMS Drainage & Excavation  
Name of Contractor the following:  
Storm Sewer Boxes  
Kind of Material and Services Furnished for use in the construction of a  
project belonging to City of Hinton, SD  
Name of Owner, and  
designated as, Swenson Park - 2018 Grading Project  
Name of Project

NOW, THEREFORE, the undersigned, CVC Concrete Contractors  
Name of Manufacturer, Materialman or Subcontractor  
for and in consideration of \$ 7512.75, and other good and valuable consideration, the  
receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to  
or claim of lien, on the above described project and premises, under any law, common or statutory, on  
account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the  
account of said RMS Drainage & Excavation  
Name of Contractor for said project.

Given under my (our) hand(s) and seal(s) this 6th day of September 20 19  
CVC Concrete Contractors  
Name of Manufacturer, Materialman or Subcontractor

By 

President, Vice-President, Partner or Owner, or, if signed by other than one of foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the  
signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Traffic Solutions Inc  
Name of Manufacturer, Materialman or Subcontractor

has furnished to RMS Drainage & Excavation the following:  
Name of Contractor

Traffic Control Items for use in the construction of a  
Kind of Material and Services Furnished

project belonging to City of Hartford, SD, and  
Name of Owner

designated as, Swenson Park 2018 Grading Project  
Name of Project

NOW, THEREFORE, the undersigned, Traffic Solutions Inc  
Name of Manufacturer, Materialman or Subcontractor

for and in consideration of \$ 1,700.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens, or right to or claim of lien, on the above described project and premises, under any law, common or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the undersigned to or for the account of said RMS Drainage & Excavation for said project.  
Name of Contractor

Given under my (our) hand(s) and seal(s) this 6 day of Sept, 2019

Traffic Solutions Inc  
Name of Manufacturer, Materialman or Subcontractor

By Lennie Heibult

President, Vice-President, Partner or Owner, or, if signed by other than one of foregoing, accompanied by Power of Attorney signed by one of the foregoing in favor of the signer. (Use designation applicable)

WAIVER AND RELEASE OF LIEN

WHEREAS, the undersigned, Millborn Seeds, Inc  
Name of Manufacturer, Materialman or Subcontractor

Has furnished to Total Till & Seed Inc the following:  
Name of Contractor/General

Tough Play Seed For use in the construction of a  
Kind of Material and Services Furnished

project belonging to City of Hartford and designated as,  
Name of Owner

Svenson Park  
Name of Project

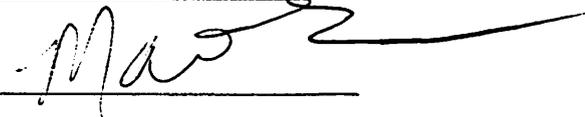
NOW, THEREFORE, the undersigned, Millborn Seeds, Inc  
Name of Manufacturer, Materialman, or Subcontractor

For and in consideration of \$29,736.<sup>44</sup> and other good and valuable consideration,  
the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all liens,  
or right to or claim of lien, on the above described project and premises, under any law, common  
or statutory, on account of labor or materials, or both, heretofore or hereafter furnished by the  
undersigned to or for the account of said Total Till & Seed, Inc for said project.  
Name of Contractor/General

The undersigned warrants that he either has already paid or will use the monies he  
receives from this progress payment to promptly pay in full all of his laborers, subcontractors,  
materialmen and suppliers for all work, materials, equipment or services provided for or to the  
above referenced project up to the date of this waiver.

DATE: 11-14-19

COMPANY: Millborn Seeds Inc

SIGNATURE: 

NAME: Matthew A Fenske

TITLE: CEO

## Maintenance Report – 12/3/2019

November 27, 2019

### Streets

**Slurry seal** – I will be working on next years slurry seal project in the next few weeks. Nick Traupel with Sioux Falls wants the information by December 20<sup>th</sup>.

**Equipment**- We have a rear end seal starting to leak on the 2006 Chevy, we are planning on fixing this the first part of next week. We are parking it until we get it replaced. Otherwise all of other equipment is running well at this time.

**I-90** – No updates at this time

**Replacement truck**- We are waiting for Cory to rhino line the 2014 ford then it will be done and in service.

**Dump truck** – I am going to start looking at a dump truck in the near future. I would like to find something and put specs together so we will be ready to bid one in January.

**Plowing** – The first plowing was a little tough, but it went well. There is no frost so the roads got slippery. We also had to lift the blades a little on the gravel roads.

**Sweeping** – Jesse was out a few times before the snow came and worked on leaves. For now, it is put away until next spring depending on weather.

**Hwy 38** – No updates on this.

**Signage** – We have ordered more speed limit signs and will get them up as soon as they arrive depending on frost.

**Traffic counter** – The tube counters are put away for the winter, but I still plan on putting the trailer out.

**Drainage areas** – Chad was busy last week, so didn't get a chance to meet with him. We will be cleaning these areas out yet this year. One area is the box culverts on Feyder Ave. and the other is the north side of the culvert on Opal Lane.

**Downtown lights** – The last light is scheduled to arrive on Monday. We have two of them that the street light is above and is keeping them from coming on. I have an idea that might work. I contact the company last week and they realized this is a problem but don't have a fix as of now.

**Sidewalks** – We are finished with sidewalks this year.

**Hometown Christmas** – We have everything ready for Hometown Christmas for now. The group still has to paint the plows before we string lights. We will be in on Sunday to set everything up.

## **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** – No reports are due until January.

## **Sewer**

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

**Reports** – No reports due until January.

**Lagoons** – Neil and Jesse went out in the boat last week to fix the aerators. We took samples in last week; the ammonia is just above the 30-day average. We took another ammonia in yesterday to see if it dropped. We are hoping to discharge in December.

**Sagehorn lift station** – All is good at this time.

**Sump pumps** – We are still getting a few permits in; we have 54 at this time.

**Discharge permit** – Ray with DENR called me this week to go over our new permit. I will go over some of the changes at the meeting.

## **Park**

**Parks** – The counter tops are ordered and we are hoping to install them over the winter. We are also planning on installing the new score board for the ball fields in December.

**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** – The tree has been planted and the lights are strung.

**Bike Trail** – Nothing new at this time.

**Sports complex** – Neil haul hauled quite a few loads the past few weeks and we are hoping to haul a few more next week.

**Have a great Thanksgiving.**

# FINANCE OFFICER REPORT

## December 3, 2019

**Financials:** I'm working on the October month end duties. The following are revenue highlights for the month:

State of South Dakota	8,175.00	(1 <sup>st</sup> Penny Sales Tax)
State of South Dakota	8,175.00	(2 <sup>nd</sup> Penny Sales Tax)
State of South Dakota	2,174.59	(3 <sup>rd</sup> Penny Sales Tax)
State of South Dakota	4,518.87	(Alcoholic Beverage Funds)
Minnehaha County	487,355.18	(Real Estate Taxes)
Sioux Valley Electric	1,000.00	(Operation Round-Up Grant for Signage)
Misc.	11,724.00	(Liquor Lic Renewals w/ Publishing Fees)
Misc.	600.00	(Video Lottery Fees)
Misc.	1,100.00	(Billboard Security Deposits)
Misc.	4,905.17	(Building Permits)
Misc.	1,550.00	(Sump Pump Permits)

Cash Balances as of	October 2018	October 2019
Total General Fund	\$1,878,906.77	\$1,788,231.86
<b>Revenue and Expenses for the Month of:</b>		
Revenue - General Fund	\$180,910.37	\$139,528.34
Expenses - General Fund	\$383,634.98	\$170,722.00
<b>Revenue and Expenses</b>		
	<b>2018 Year-To-Date</b>	<b>2019 Year-To-Date</b>
Revenue - General Fund	\$1,656,839.27	\$1,761,427.88
Expenses - General Fund	\$2,035,596.88	\$1,890,268.72

**Calendar of Events:**

**Dec 2019:**

Tuesday, 3 <sup>rd</sup>	Council Meeting @ City Hall, 7pm
Friday, 6 <sup>th</sup>	HADF Meeting @ Reliabank, 7:30am
Sunday, 8 <sup>th</sup>	HASR Meeting @ Blue42, 7pm
Monday, 9 <sup>th</sup>	Chambe Meeting @ Fire Station, 6:30pm
Tuesday, 10 <sup>th</sup>	Planning & Zoning Meeting @ City Hall, 7pm
Friday, 13 <sup>th</sup>	HADF Meeting @ Stomping Grounds, 7:30am
Monday, 16 <sup>th</sup>	Jamboree Meeting @ Deer Hollow Apts Community Room, 6pm
Tuesday, 17 <sup>th</sup>	Council Meeting @ City Hall, 7pm
Thursday, 19 <sup>th</sup>	Coffee with the Cops @ Stomping Grounds, 7am
Friday, 20 <sup>th</sup>	HADF Meeting @ Stomping Grounds, 7:30am
Tuesday, 24 <sup>th</sup>	Christmas Holiday – City Hall Closed
Wednesday, 25 <sup>th</sup>	Christmas Holiday – City Hall Closed
Friday, 27 <sup>th</sup>	HADF Meeting @ Stomping Grounds, 7:30am
Tuesday, 31 <sup>st</sup>	Planning & Zoning Meeting @ City Hall, 7pm

Prepared By: Karen Wilber

Explanation of Agenda ItemsApplications, Hearings, Resolutions & Ordinances:

- **7:10 Hearing on Annexation Petition from the Hartford Township:**
  - **Review & Approve Agreement with Hartford Township:** Before the city moves forward with approval of the annexation petition, I would like the council to review the enclosed agreement between the City of Hartford and the Hartford Township. This agreement was drafted by Larry and lays out what the City and Township obligations are. Basically, the City agrees to install a sewer service line to the Township Property and allow them to hook on to this line with no initial hookup fee. In return, the Township agrees to annex into the city and sign the easements needed for the sewer project along Western Avenue. This agreement gives assurances to both parties. If approved by the city council, we can move forward with approval of the annexation petition.

Note: - I talked with Greg Boggs at the township and he was agreeable to bringing the sewer service to the east side of the 20-foot easement that we are asking for. Mitch drafted an exhibit (C) to reflect this placement and Larry included language to reference this.
  - **Review and Approve Annexation Resolution 2019-17:** Resolution 2019-17 states that the city approves the Township request to annex into the city. The annexation petition was reviewed by and approved by the P&Z Board last week and they are recommending approval to the city council.
- **2nd Reading of Ordinance #680 – Amendment to Zoning Regulations to allow Artisan Distillery in Central Business and Community Commercial Zones:** Economic Development Director Jesse Fonkert, approached the council with a request to utilize the city owned lot on the NW corner of Menth Street and Main Avenue for a possible artisan distillery, since this is a niche that is currently not within the Sioux Falls area. If an artisan distillery cannot be placed, the city ultimately wants another business to utilize this lot in order to general sales tax revenue. As you know, the city is transferring this lot to the Hartford Area Economic Development Foundation to market. If they are successful in securing an artisan distillery, the city will need to amend our regulations for Central Business to allow an artisan distillery as a conditional use. After discussion by the Planning and Zoning Board, it was decided to add this as a conditional use not only under central business district but also under community commercial district. Ordinance #680 reflects this amendment.

Note: After our last meeting, I reached out to Bryan Shumaker to asked if he saw any issues as it relates to protecting the structure if an artisan distillery was erected – he had no issues with the city allowing this. He stated that the department will service any structure built. I also reached out to Paul Clarke to see if there were any issues with the building codes with allowing an artisan distillery in either district. His notes are below:

*Yes, a distillery structure can be built on this lot. I have researched the IBC-IFC and NFPA codes and communicated with an expert in this field of work.*

*The new Hartford Developer will need to hire an experienced and licensed Architect and Fire Engineer to handle the complicated combinations of risks/exposures that craft spirits manufacturing brings to the facility.*

*One important factor will be the final designated IBC-- Occupancy Group (F-1 or H-3). That difference will dictate the amounts of distilled spirits that can be made in the building and how the separation of those liquids-materials can be housed (control areas). It will also dictate the potential for Automatic Fire Sprinklers, Fire walls, and Tank locations and storage.*

*\*We will require a: Hazardous Materials Inventory Statement from the Distillery Developer as well.*

*The Building Department cannot do a comprehensive Plan Review until we receive the official set of construction plans.*

*This new Developer will most likely have some experience in this field of work and thus know the volumes of distilled spirits they want to produce and thus will lead the project down the appropriate building and fire code paths.*

*As for the other trades: State Plumbing and Electrical-those field inspectors will assure the new facility meets those applicable codes as well, but to my knowledge they will NOT do a Plan Review of the project prior to construction.*

- **2nd Reading of Ordinance #682 – Amend Ordinance 430 Sidewalks:** As you know, the city council adopted new technical design standards last fall. These design standards were drafted by our engineers, discussed by the P&Z and City Council and ultimately adopted. The new standards require a 5 foot wide sidewalk in residential zones, which is a change from 4 feet. It has come to the city’s attention that although our design standards state 5 feet wide, our municipal ordinance still references the 4 feet – so we have a conflict in ordinances. We need to update our municipal ordinance #430 to reference this change – Ordinance #682 will make this change.

Note: After our conversation last week, I have re-written this ordinance to not only reflect a 5 foot wide sidewalk but to clarify wording on placement of the sidewalk and allow the city engineer or public works superintendent to alter placement. It also allows the resident to come before the city council if they don’t agree with the placement determined by staff.

### **Reports (Action Items):**

- **Minnehaha Sheriff Deputy Report: Deputy Ryan**
  - **Discuss Issuing Traffic Citations under City Ordinance:** Deputy Ryan briefly touched on this subject last summer about the possibility of issuing traffic citation such as speeding as a municipal ordinance violation instead of a state or county violation. Currently the sheriff’s department issues citation under state law and all fines go to the state or county. We believe officers can issue these citations as a Hartford ordinance violation and then we will see a portion of the fine.

It sounds like most speeding tickets (depending on the speed) are about \$122.00. Courts costs are around \$60.00. The city would get 65% of the ticket cost after court costs, which would be about \$40.00. Phil estimates that there are around 100 tickets issued per month – that would be approximately \$4,000 per month coming to the city that is now going to the state or county.

If someone would like to challenge the ticket, no initial appearance by our city attorney is needed but then when a court date is set, the city attorney will need to appear on behalf of the city so this could result in higher attorney fees. If 10% challenge the ticket and it cost the city approximately \$200 in attorney fees each time, that would still be a profit for the city of \$2,000. Of course, this all varies depending on it any tickets are challenged.

- **Engineer Report:**
  - **Final Pay Application to RMS Drainage & Excavation:** Our engineers have completed a final inspection on the sports complex grading project and found that all punch list items have been completed. Enclosed in your packet is the final pay application to RMS Drainage & Excavation for \$13,363.97.

### **Old Business:**

- **Discuss Park Recreation Board:** On November 5<sup>th</sup>, we discussed the possibility of setting up a “Parks Board” that would work in an advisory capacity to the council on the care and management of the city’s parks and our recreation system. There are 2 ways to set up such a Board – 1) By Ordinance, which is allowed by SDCL but does not allow the city to pay the members or 2) By setting up a committee of the city. I have drafted sample documents for both a Board by Ordinance or a Committee for council review. Basically, they both incorporate the following with the only real difference is payment of the members:
  - 7 member Board – 5 voting members from the public, 1 non-voting member from the council and 1 non-voting member from city staff
  - 3 year terms for voting members, which are appointed by the Mayor with council approval
  - Officers would be Chairperson, Vice-Chairperson and Secretary
  - The council member will advise and consult with the entire city council
  - Meetings will be held once a month
  - A quorum is 3 voting members
  - Vacancies will be filled by appointment

I left the duties broad in both documents so they can be amended at the pleasure of the sitting council.

**New Business:**

- **2020 Minnehaha County Sheriff Contract:** The enclosed contract would cover police services for the city for 2020 that is provided by Minnehaha County Sheriff Department on nights and weekends. This is separate than the 40 hours we are receiving for our daytime officer. This past year, the city contracted 100 hrs. of random patrol on the nights and weekends so we can provide almost 24/7 police coverage to the city. We will still have our daytime officer M-F from 7:30am to 4:30pm plus this contract will allow night coverage M-F from 6:30pm to 5:30am and Saturday and Sunday coverage from 6:30am-5:30pm and 6:30pm to 5:30am. This contract reflects 100 hours of service per week @ \$35.50 per hour (which is a 2.3% increase from last year) – this amount was known at budget time and reflected in our 2020 budget. All other verbiage in the contract has remained the same as the previous year.
- **2020 Animal Control Contract:** Sioux Falls Area Humane Society has submitted an animal control proposal for 2020. The city has been with the Sioux Falls Area Humane Society for the last 11 years. We have had no major issues with the Humane Society, and they have been good to work with. There has been no verbiage of the contract or rate changes.
- **2019 Audit Contract:** Quam, Berglin & Post has submitted a contract to secure their firm to perform the city’s 2019 audit. Quam, Berglin and Post performed the city audit the last five years and are doing a good job – they are available throughout the year for questions and guidance with no charge. The verbiage in the audit contract is the same as last year. The fee for their services did go up this last year from \$8,000 to \$10,000 (a 25% increase). I asked about this increase and was told that they had to access the amount of hours spent on audits and the number of hours required for them to work on our audit has been between 250 to 300 for the last several years, which barely covered the cost of our salaries involved. So, they bumped up the fee to an estimate of \$10,000 but this amount can be adjusted accordingly if the timeframe is lower. I still feel they do a good job and they are familiar with our recording keeping system, so I recommend approval of the contract to allow Quam, Berglin and Post to complete the city’s 2019 audit.

**Note:** I have also asked Quam & Berglin to submit a quote to perform the city’s annual report for 2019. We usually have the same firm do both our annual report and audit – it gives the auditor a better understanding of our financials if they complete the annual report and the audit. They should submit this contract next month for council review.

- **Vandemark Road Project:** With substantial completion of Vandemark Road, we can now move forward with assessing the abutting properties for their portion of the streets and sidewalks costs. I need to get public notices out to the paper and the property owners, so I need confirmation from the council on payment plan, timeline and interest rate. I plan to set the public hearing for this roll for December 17th. In order to do this, we need to confirm the following information.
  - **Confirm Assessment Cost of Street and sidewalk:** Mitch provided me with the actual construction costs of the street, curb & gutter – which is \$111.82 per foot. He has also provided the actual construction cost of the sidewalk – which is \$28.05 per foot. Our revised assessment policy puts a cap of \$100 per lineal foot. Since the street and sidewalks are over this \$100 cap, all property is assessed at \$100 per foot. No action is needed on the assessment cost – this has been set by resolution.
  - **Confirm payment plan options, timeline and interest:** The city needs to specify how the payments are going to be collected – either by Payment Plan #1, which allows the county to collect the assessments with the real estate taxes or by Payment Plan #2, which allows all the payment to come directly to the city but then the city would have to send all the payment notices each year, keep track of the interest figures and keep track of the penalty amount for non-payment. We have always implemented Payment Plan #1 and let the county be responsible for collecting these assessments – this would be my suggestion again. The council also needs to set the years for the payments and the interest amounts. All previous street assessments have been for 10 years at a 10% interest rate – but either the years or interest rate can be adjusted by the council.
- **Site Plan/Driveway Reviews:** Councilman Kuehl and Jones have inquired about the city’s ordinance or policy on grinding verses cutting curbs for new driveways. Since I have been with the city, we have always encouraged that all curb cuts need to be cut and poured, not grinded down. Unfortunately, I have looked quickly through our ordinances and design standards and can not find anything that specifically states this (I will continue to look). If we don’t have anything in place, we may want to discuss if we are going to continue to require this, how we need to ensure implementation.

\*\*\*\*\*

**2<sup>nd</sup> Reading of Ordinance #681:** I have postponed 2<sup>nd</sup> reading of Ordinance #682 until our next council meeting so I can review the bills for December and make sure there is nothing unexpected that will put us over budget. If something unexpected does show up this coming month, we can still make an adjustment to this ordinance if need be.

**Capital Improvement Plan (CIP):** City staff met earlier this month with Mitch to review the CIP that was in your budget packet. We have reviewed and discussed each project and only a couple of changes were made. Mitch will update this, and we hope to bring it to the council for review within this next month. We will add 12<sup>th</sup> street to the future projects list for council discussion.

**Joint Jurisdiction Letters:** Letters are being sent out this week to all property owners within our proposed joint zoning jurisdiction area. The letter goes through a series of questions and answers to hopefully get accurate information out to the public. I have posted these Q&A on the city's website as well.

The Planning and Zoning Board has decided that we will hold the 2<sup>nd</sup> informational meeting on joint jurisdiction on January 28<sup>th</sup>. We are proposing to follow a similar format.

**Ruud Drainage Issue:** There has been a drainage issue between the property owned by Brian Matthies and the apartment buildings to the west that are owned by John Schwartzle. Paul, Mitch and I sat down last week with Mr. Schwartzle and his engineer to discuss this drainage issue along the east side of his property and get a resolution to this problem. You may recall that Mr. Schwartzle erected apartments along Ruud Lane and the property owner to the east has since complained about excessive water runoff to his property. Although the engineers determined that the water runoff is not greater than pre-development, it does runoff in a different area so Mr. Schwartzle has agreed to place a 100' berm on the SE side of his property to direct the runoff from his property to the point where it previously discharged. This earth berm has already been constructed and will be seeded next spring.

**Lock Box Ordinance:** This ordinance will become effective December 6<sup>th</sup>. I will be meeting with the fire chief and Paul Clarke to discuss implementation procedure.

**Christmas Party:** We have scheduled the City Christmas Party for Friday, January 3<sup>rd</sup> at the Hartford Steak Co. – Invitations will be sent out. Please mark your calendars.

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

**Park Boards/Committee Comparisons**

<b>City</b>	<b>How Organized</b>	<b># of Members</b>	<b>How Seats Filled</b>	<b>Length of Term</b>	<b>Pay/Wage</b>	<b>How Often are Meetings</b>	<b>Officers</b>	<b>Budget</b>
Harrisburg	Set up by Ordinance	5-9 members – none can hold an elective office	Appointed in May by Mayor with city council approval	3 years	Not Paid	Once per quarter – Can hold special meetings if needed	Chair Vice-Chair Secretary (Takes minutes)	Budget request are to be submitted to City before 7/1
Tea	Set up by Ordinance	Max of 9 members allowed	Recommendations by Park Board w/ approval of city council	2 years	Not Paid	Once per month	Chair Vice-Chair (City Park & Rec Director acts as Secretary)	All expenses must be approved by City Council
Brandon	Set up as Committee by City (not by Ordinance)	5 voting members – plus 1 council rep and 1-2 city staff Reps, all non-voting	Appointed by Mayor with approval of city council	4 years (council members are annually)	\$40 per meeting	Once per month	Chair Vice-Chair (Chair will appoint Secretary for agenda, notices & minutes)	Budget requests or expenditures must be approved by city council
Mobridge	Set up by Ordinance	7 members – with one member being from the City Council	Appointed by Mayor with approval of city council	3 years	Not Paid	Once per month	Chair Vice-Chair Secretary	Board shall submit a budget Request to the city by 8/15

**Harrisburg** – Board shall act in an advisory role to the City Council on matters related to the establishment, improvement, care for, regulation and management of a system of public parks and parkways in and for the City. They shall provide a proposed budget to the city each year, shall provide an annual assessment of the public parks and parkways in and for the city. May be requested to assist the City with identifying design and funding improvements, fundraising and any other matters related to maintaining and improving the park system. They cannot expense funds or incur expenses unless approved by City Council.

**Tea** – The Board decides typically season dates, game times, registration cost, uniforms and any other business pertaining to city sponsored activities or programs. Any major needs such as more park space, field rental for programs or major upgrades to current facilities are decisions that are vetted through the Board by must be approved by city council. Tea has a Park & Recreation Director that is a city employee and this person prepares the agendas, informational packets, and takes the minutes for the Park Board meetings.

**Brandon** – The Park Advisory Committee is established for the purpose of investigation and providing recommendations to the Brandon City Council as to matters pertaining to the care, regulation, and management of the City’s public parks and operating a system of public recreation. The council representative will serve as the advisor to the city council.

**Mobridge** – The Board’s duties consists of overseeing and making recommendations to the city council regarding the public parks, pools and other facilities (including cemetery). Devise a comprehensive plan for the parks and recreation system that addresses the current and future needs of parks and facilities. To review and make recommendations to the city council affecting the establishment, improvement, maintenance and regulation of the parks – they regulate all tree planting and trimming in the park & boulevards. They employ a Recreation Director that directs all work in the operation and maintenance of the public parks and recreation programs. The director will oversee any employees of the parks.

**City of Hartford**  
**Parks Advisory Committee**  
**By-Laws**

**Section 1: Park Advisory Committee**

There is hereby created and established a committee to be entitled and designated as the Hartford Park Advisory Committee.

**Section 2: Funding**

Funding, if deemed necessary, for the committee shall be budgeted by the City Council.

**Section 3: Duties, Responsibilities and Authority of the Committee**

The committee shall be specifically responsible but not limited to the following: The Park Advisory Committee is established for the purpose of investigation and providing recommendation to the Hartford City Council as to matters pertaining to the care, regulation and management of the City's public parks and the operation of the public recreation system.

**Section 4: Compensation of Members**

All members of the Park Advisory Committee shall be paid \$ \_\_\_\_\_ per meeting attendance. This amount can be amended by council resolution.

**Section 5: Organization of the Committee**

- A. **Membership:** The committee shall consist of seven (7) members – one (1) non-voting member shall be a city council representative, appointed by the Mayor with approval of the city council; one (1) non-voting member shall be a city staff representative, appointed by the Mayor with approval of the city council; and there shall be five (5) voting members from the public at large. The members shall be appointed by the Mayor with the approval of the City Council.
- B. **Terms:** Terms of the Public members shall be as follows: The first year committee will determine one, two and three year terms. During the first year, one committee member from the public will have a one year term, two committee members from the public will have a two year terms and two committee members from the public will have a three year term. Successive terms shall be for a period of three (3) years. The Mayor, with approval of the City Council will appoint a council member and staff member on an annual basis.
- C. **Elected Officers:** The Park Advisory Committee shall elect a chairperson and vice-chairperson for a one year term at the first meeting of the Committee each calendar year. The chairperson shall call the meetings of the Committee; preside at the meetings; act as spokesperson for the Committee; and perform all duties approved by the City council. The vice-chairperson shall exercise the duties of the chairperson in the absence, disability or disqualification of the chairperson. In the absence of the chairperson and vice-chairperson, an acting chairperson shall be elected by the members present.
- D. **Secretary:** The chairperson of the committee shall appoint the secretary of said committee. It shall be the duty of the secretary to send all notices for the meetings of said committee; compose the agenda for each meeting; keep and preserve the minutes; have custody and keep all documents and papers filed with the said committee; and perform such other duties as may be prescribed by said committee, with the approval of the City Council. This person may be either a voting or non-voting committee member.
- E. **Reporting to the City Council:** The Council member serving on the Committee will advise and consult with the City Council and city officials as to the work and recommendation of said committee.
- F. **Meetings:** The committee shall meet once a month if there is business to conduct and may also meet on the call of the chairperson or Mayor. Notice of all meetings shall be placed on the city's website at least 24 hours prior to the meeting. Meeting date and time will be determined by the Committee.
- G. **Quorum:** Three (3) voting members will constitute a quorum.
- H. **Absences, Removals, Resignations and Vacancies:**  
To be excused, members of the Committee shall notify the chairman or secretary when they intend to be absent from a meeting. Failure to make this notification prior to the meeting shall result in an unexcused absence.  
Member of the committee may be removed by the Mayor, with the approval of the City Council.  
A member may resign from the committee by sending a letter of resignation to the Mayor or Chairman of the committee.  
Vacancies shall be filled by the Mayor, with the approval of the City Council. Successors shall serve out the unexpired term of the member being replaced.

**Section 6: Adoption and Amendment**

These rules were adopted by vote of the Hartford City Council on \_\_\_\_\_.

DRAFT

**ORDINANCE # \_\_\_\_\_**  
**CITY OF HARTFORD**

AN ORDINANCE ESTABLISHING A PARK AND RECREATION BOARD, WITHIN THE CITY OF HARTFORD, MINNEHAHA COUNTY, SOUTH DAKOTA, PURSUANT TO SDCL, CHAPTER 9-38.

BE IT ORDAINED BY THE CITY OF HARTFORD, MINNEHAHA COUNTY, SOUTH DAKOTA THAT ORDINANCE 430 SHALL BE AMENDED WITH THE ADDITION OF CHAPTER 1.06 – PARK AND RECREATION BOARD AND SHALL READ AS FOLLOWS:

Section 1.0601: PURPOSE. The purpose of this Ordinance is to establish a Park and Recreation Board pursuant to and as authorized by SDCL Chapter 9-38 of the South Dakota Codified Laws within the City of Hartford, South Dakota, for purpose of investigation and providing recommendation to the Hartford City Council as to matters pertaining to the care, regulation and management of the City’s public parks and the operation of the public recreation system.

Section 1.0602: MEMBERSHIP. The Park and Recreation Board shall consist of seven (7) members – one (1) non-voting member shall be a city council representative, appointed by the Mayor with approval of the city council; one (1) non-voting member shall be a city staff representative ,appointed by the Mayor with approval of the city council; and there shall be five (5) voting members from the public at large. The members shall be appointed by the Mayor with the approval of the City Council.

Section 1.0603: TERMS. Terms of the Public members shall be as follows: The first year committee will determine one, two and three year terms. During the first year, one committee member from the public will have a one year term, two committee members from the public will have a two year terms and two committee members from the public will have a three year term. Successive terms shall be for a period of three (3) years. The Mayor, with approval of the City Council will appoint a council member and staff member on an annual basis. The members shall serve on the Park and Recreation Board without pay and at the pleasure of the City Council.

Section 1.0604: ELECTED OFFICERS. The Park and Recreation Board shall elect a chairperson and vice-chairperson for a one year term at the first meeting of the Committee each calendar year. The chairperson shall call the meetings of the Committee; preside at the meetings; act as spokesperson for the Committee; and perform all duties approved by the City council. The vice-chairperson shall exercise the duties of the chairperson in the absence, disability or disqualification of the chairperson. In the absence of the chairperson and vice-chairperson, an acting chairperson shall be elected by the members present.

Section 1.0605: SECRETARY. The chairperson of the committee shall appoint the secretary of said committee. It shall be the duty of the secretary to send all notices for the meetings of said committee; compose the agenda for each meeting; keep and preserve the minutes; have custody and keep all documents and papers filed with the said committee; and perform such other duties as may be prescribed by said committee, with the approval of the City Council. This person may be either a voting or non-voting committee member.

Section 1.0606: REPORTING TO THE CITY COUNCIL. The Council member serving on the Committee will advise and consult with the City Council and city officials as to the work and recommendation of said committee.

Section 1.0607: MEETINGS. The committee shall meet once a month if there is business to conduct and may also meet on the call of the chairperson or Mayor. Notice of all meetings shall be placed on the city's website at least 24 hours prior to the meeting. Meeting date and time will be determined by the Committee.

Section 1.0608: QUORUM. Three (3) voting members will constitute a quorum.

Section 1.0609: ABSENCES, REMOVALS, RESIGNATIONS AND VACANCIES. To be excused, members of the Committee shall notify the chairman or secretary when they intend to be absent from a meeting. Failure to make this notification prior to the meeting shall result in an unexcused absence.

Member of the committee may be removed by the Mayor, with the approval of the City Council.

A member may resign from the committee by sending a letter of resignation to the Mayor or Chairman of the committee.

Vacancies shall be filled by the Mayor, with the approval of the City Council. Successors shall serve out the unexpired term of the member being replaced.

Section 1.0610: EFFECTIVE DATE AND ENACTMENT. This Ordinance shall become effective twenty (20) days after the last date of publication of said Ordinance.

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Jeremy Menning, Mayor

ATTEST:

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Karen Wilber, Finance Officer

Submitted by Department Head/Official to State's Attorney on 10/30/19 by Bosman  
Returned by State's Attorney to Department Head/Official on: 10/30/19  
SAO approval: 10/30/19 by DWD returned for editing/comments: \_\_\_\_\_  
Submitted by Department Head/Official to Commission Office on 10/31/2019 by Bosman  
Placed on Commission Agenda for 11/05/19 by MS, Commission Office

**AGREEMENT FOR FURNISHING POLICE SERVICES  
BETWEEN MINNEHAHA COUNTY AND THE CITY OF HARTFORD**

THIS AGREEMENT entered into on the 1st day of January, 2020, by and between MINNEHAHA COUNTY, SOUTH DAKOTA, hereinafter referred to as COUNTY, and CITY OF HARTFORD, SOUTH DAKOTA, hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, the Governing body of the CITY have determined that police services and protection are needed in the CITY and have called upon the COUNTY to furnish an estimate of the actual cost to said CITY for furnishing such services and protection, which estimate has been furnished and approved by the CITY;

NOW THEREFORE, in consideration of the terms and conditions as set forth herein, and in compliance with South Dakota Codified Laws, particularly SDCL Ch. 1-24, the CITY and the COUNTY do hereby contract and agree with each other as follows:

1. The COUNTY agrees to furnish police services and protection in the CITY and for such purpose shall furnish Sheriff Deputies and law enforcement equipment incident to the furnishing of such services in a quantity deemed necessary by the COUNTY for the term of January 1, 2020, through December 31, 2020.

2. All necessary equipment furnished by the COUNTY shall remain the sole property of the COUNTY pursuant to SDCL § 1-24-5 (2).

3. The COUNTY agrees that a Deputy Sheriff will be on duty in the CITY at least One Hundred (100) hours per week. The remainder of said Deputy Sheriff's time shall be devoted to COUNTY law enforcement activities. The COUNTY has sole discretion on the selection of an assigned Deputy Sheriff. The Sheriff shall make the assignment of his Deputies on behalf of the COUNTY.

4. Nothing herein shall restrict or limit the duties and obligations of the COUNTY and the County Sheriff pursuant to SDCL § 7-12-1.

5. Police service in the CITY shall be rendered under the directions of and administered by the County Sheriff pursuant to SDCL 1-24-5 (l), after careful consideration of the needs and desires of the CITY as expressed by the City Council of the CITY. A Sheriff Deputy engaged in police service and protection in the CITY under this Agreement shall be deemed a County employee.

6. It is agreed that the Sheriff Deputies assigned to the CITY will enforce all State Statutes and CITY Municipal Ordinances subject to the discretion of the Sheriff Deputy.

7. During the period of January 1, 2020 thru December 31, 2020, the CITY agrees to pay the COUNTY the sum of One Hundred Eighty-Four Thousand, Six Hundred Dollars (\$184,600.00), with one-fourth of said sum to be paid at the beginning of each quarter to the County Auditor, to wit: On or before January 1, April 1, July 1, and October 1.

8. All law enforcement endowments or grants from private or public agencies received for personnel as a result of this agreement will be accepted and distributed jointly and equally by the COUNTY and the CITY. All other grants or aid for equipment or other expenses will be accepted solely by the COUNTY.

9. At any time after the signing of this Agreement, the COUNTY and the CITY may by written amendment increase or decrease the amount to be paid by the CITY for police service and protection.

10. Either party hereto may cancel and terminate this Agreement at the end of any calendar year, provided notice of such intention to so terminate and cancel the Agreement shall be given not later than November 1, 2020, otherwise, it shall automatically renew for 2021 at a cost to be determined by the COUNTY.

11. As part of the police service and protection herein provided, the County Sheriff shall annually, and as soon after the end of the calendar year as practicable, furnish the CITY with a summary report of the activities of the police in the CITY, together with his comments and recommendations thereof. More frequent reports may, in the discretion of the Sheriff, be made where deemed advisable by the County Sheriff or requested by the CITY.

12. In making the scheduling and assignment of a Sheriff Deputy per paragraph 3, herein, the Sheriff shall review and consider the needs, concerns, policies and guidelines of the CITY as expressed by the City Council and Public Safety Committee of the City Council. The CITY shall review and update its needs and priorities as this Agreement continues in effect, and the Sheriff shall continue to review the CITY'S needs and priorities as they are presented to him, in order for him to adequately instruct a Deputy in the performance of the duties under this Agreement.

13. Time is of the essence of this Agreement.

IN WITNESS WHEREOF the COUNTY and the CITY have hereunto set their names and the signatures of their proper officers duly authorized by resolutions spread upon the minutes of the County Commission of MINNEHAHA COUNTY and upon the minutes of the Governing Body of the CITY OF HARTFORD, respectively, on the day and year first above written.

**CITY OF HARTFORD, SD**

APPROVED:

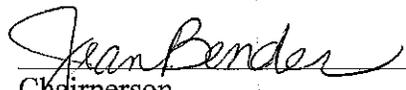
\_\_\_\_\_  
Mayor, City of Hartford

\_\_\_\_\_  
City Finance Officer

**COUNTY OF MINNEHAHA, SD**

APPROVED:

  
\_\_\_\_\_  
Minnehaha County Sheriff

  
\_\_\_\_\_  
Chairperson  
Minnehaha County Commission

ATTEST: Bob Litz, Auditor

  
\_\_\_\_\_  
Deputy Auditor

ANIMAL CONTROL SERVICES  
AND IMPOUNDMENT FACILITY OPERATIONS AGREEMENT  
For the Year 2020

**THIS AGREEMENT** is made and entered into as of the 1<sup>st</sup> day of January, 2020, by and between the **CITY OF HARTFORD**, hereinafter referred to as the “City” and the **SIOUX FALLS AREA HUMANE SOCIETY**, hereinafter referred to as the “Society”.

WHEREAS, the Society has established and is maintaining a shelter and impoundment facility (the “Facility”) where animals which have been picked up pursuant to City ordinances and state statutes are cared for or disposed of pursuant to such ordinances and statutes; and

WHEREAS, the City believes that the Society is a responsible party for handling other related animal problems; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

Section 1. Animal Control Services. The City of Hartford shall be responsible for the day-to-day administration and enforcement of the animal control laws found as stated in the City of Hartford Codes. In discharging this duty, the Society shall also perform all other animal related services and obligations delegated to the Society by the City 8:00 A.M.-5:00 P.M. Monday-Friday and by Metro Communications from 5:00 P.M.- 8:00 A.M. Monday-Friday and all hours on weekends, including, but not limited to the following specific duties:

- (a) Animal Control Officers. The Society shall provide trained and commissioned animal control officers for the City. Animal control officers shall perform the following services in and for the City:
  - (i) Pick up animals found running at-large and animals which have been taken into custody by citizens. Records of these actions shall be prepared and maintained and appropriate copies provided to the City.
    - (A) Animals which cannot be returned to the guardians or keepers will be impounded by the officers at the Facility.
    - (B) Animals will be returned to their guardians or keepers immediately, if possible. If the return of the animal is appropriate, and if a violation has occurred, a summons and complaint shall be issued to the guardian, with officer discretion.
  - (ii) Attempt to give emergency treatment to all injured animals found by animal control officers or reported to the Society. Animals that have, in the opinion of an Animal Control/Humane Officer, sustained terminal injuries, may be euthanized by the Society.
  - (iii) Respond to citizen complaints concerning animal-related problems. If a request for same is made, and probable cause exists to believe a violation of the ordinances or statutes has occurred, the Animal Control Officer shall prepare and issue a summons on the basis of such complaints.
  - (iv) Respond to administrative directive of the City relating to animal control.

- (v) Issue summons and complaints to guardians or keepers of animals found to be in violation of the City ordinances and state statute.
- (vi) Cooperate with Law Enforcement and the City or State's Attorney's Office in the prosecution of violations of the various animal control ordinances and state statute.
- (vii) Pick up and impound animals in animal bite or vicious animal cases. The suspect animal shall be held in the manner and for the period set forth in and in accordance with the Regulations of the State Health Department. The City hereby delegates to the Director of the Society the authority to make all of the determinations necessary to the enforcement of the chapters of the City ordinances and state statute.
- (viii) Maintain personnel and equipment available for 24-hour emergency animal rescue service, seven days a week.

## **Section 2. Facility and Services.**

### **(a) Facility.**

- (i) The Society shall provide all physical plant and equipment for the operation of the Facility, which shall be located as 3720 East Benson Road, Sioux Falls, SD 57104.

### **(b) Operation of the Facility.**

- (i) The Shelter staff will not be responsible for determining the validity of stray animals brought to the facility by individuals other than Law Enforcement. Nor will the staff turn away any supposed stray animal brought to the facility by individuals other than Law Enforcement and the City will be charged accordingly.
- (ii) The Society shall comply with applicable laws of the State of South Dakota and ordinances of the City, and administrative directives of the City.
- (iii) The Society shall maintain the Facility in a clean and sanitary condition and shall accept dogs, cats, and other animals.
- (iv) The Society shall keep and maintain a daily register of all animals impounded in and released from the Facility.
- (v) The Society will not release or otherwise dispose of any animal placed in the Facility, except to the guardian, until all impoundment and applicable state laws have been satisfied. In no case will a healthy domestic animal be disposed of in less than three days unless it is released to the guardian thereof.
- (vi) The Society may charge, collect and retain for its own use as part of the consideration for this contract all costs incurred from all persons who redeem impounded animals. The impound fee, if applicable, shall be returned to the City less a ten (10%) administration fee.

- (vii) The Society is authorized to collect from the guardian or keeper of the animal all reasonable and necessary costs associated with providing emergency treatment to an impounded animal.

### **Section 3. Miscellaneous Provisions.**

- (a) The Society shall, in its discretion, furnish and distribute to animal guardians notices which clearly and simply state the important portions of the City Codes.
- (b) The Society shall handle complaints about nuisance domestic pets only.
- (c) The Society shall submit an annual summary report to the City listing the following information in regard to the contract year.
  - (i) the total number of calls handled by the Humane Society Animal Control Officers within the City;
  - (ii) the total number of animals impounded
- (d) The Society shall be responsible for providing and maintaining appropriate vehicles, insurance and equipment to perform animal control functions as defined in this contract. All expenses associated with the purchase of these vehicles will be the responsibility of the Society, including, but not limited to, the cost of the purchase and installation of all equipment necessary to modify the vehicles for transportation of animals.
- (e) For historical documentation purposes, all public citizen complaints must be reported to the Society.

### **Section 4. Obligations of the City.**

- (a) The Society shall provide an officer and vehicle at \$43.00 per hour plus the current IRS mileage rate per mile for the purpose of animal control patrolling and apprehending animals running at large within the City per City Ordinance and at the request of the City during the hours of 8:00 a.m. until 6:00 p.m.
- (b) Charges for calls received after 6:00 p.m. until 8:00 a.m. will be charged at \$56.00 per hour in quarter hour increments plus the current IRS mileage rate. The Society will bill the City for any and all calls on a monthly basis and the City will pay the Society the full amount due within 30 days of receipt of the invoice.
- (c) The Society will also charge the City \$12.50 boarding per day per animal held at the Shelter for the appropriate impound period or until an owner reclaims the animal.
- (d) Owners reclaiming their animal will be responsible for all costs incurred by the City.
  - (a) All financial obligations of the City under this Agreement are subject to appropriation and budgeting of sufficient funds therefore by the City.
  - (b) Breed Banning is not allowed per South Dakota law SB75.

### **Section 5. It is further agreed:**

- (a) The Society's records with respect to all matters covered by this contract shall be made available for audit and inspection by the City at any time during normal

business hours. The City shall give written notice 48 hours before an audit is begun.

- (b) The Society shall protect, indemnify, defend and hold harmless the City, the departments and agencies thereof, its officers, elected and appointed, and its employees, servants and agents from any and every action, cause of action, claim or demand of any person, natural or corporate, who is not subscribing party to this agreement, by, because or through any matter, cause, or thing happening or in any way connected with the Facility or the Society's Animal Control Officers arising from the negligent acts of actions of said Society, its employees or agents. The Society shall not be required to protect, indemnify, defend and hold harmless the City for acts, claims or demands which may arise from the negligent acts of the City, its officers elected or appointed, and the agencies thereof, nor for acts, claims or demands based on the performance of this contract by the Society in compliance with specific instructions or orders given to said Society by authorized agents or elected or appointed officers of said City.
- (c) Through the duration of this Agreement the Society shall carry at its own expense a general liability insurance policy for bodily injury and property damage.
- (d) The Society, its members, and employees work for the Society and do not have the status; rights, or benefits afforded to employees of the City. By virtue of this agreement it is expressly understood and agreed that the Society shall perform all undertakings and professional services herein prescribed and contemplated as an independent contractor.
- (e) That no waiver of any breach of any provision of this contract constitutes a waiver of any other or subsequent breach thereof.
- (f) In all hiring or employment made possible by or resulting from this contract, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, age, national origin or marital status.

**Section 6.** It is hereby agreed by and between the parties that strict and timely compliance with the pertinent laws of the State of South Dakota, ordinance of the City, administrative directives of the City and the provisions of the Agreement, all as the same relate to the operation of the animal shelter and enforcement and services shall be of the essence hereof, and, that the failure of either of the parties to so conform shall be sufficient cause for the other to terminate this Agreement.

**Section 7.** The City has the right and option to terminate this Agreement by action of the Board of Commissioners, at a formal meeting, adopting a resolution to so terminate, and the Society has the right and option to terminate this Agreement by action of its Board of Directors. The effective date of any such termination shall be no less than 30 days from the date of delivery of the notice that such action has been taken, but the agreement ends on December 31, 2020 unless renewed or extended in written agreement of both parties.

**Section 8.** This agreement shall be binding on and inure to the benefit of the successors and assigns of the parties hereto.

**Section 9.** The Society shall respond to calls from Law Enforcement concerning strays, animal bites, vicious animals, animal abuse, and other domestic animal related complaints and problems. This agreement does not include large scale rescues, confiscations, and/or abandonment or other such situation that require the Society to impound ten (10) or more animals from any one residence and/or property. **Any rescues will be a joint effort between Law Enforcement, the Society, and the City/States Attorney. Seizure of animals will only be done if parties agree, and with written request by the City to the Society. Any and all costs associated with these types of rescues will be billed to the City, and paid to the Sioux Falls Area Humane Society. The City or its legal entities will be responsible to collect its own restitution from the owner of said animals including boarding, medical, legal, and labor costs associated.**

IN WITNESS WHEREOF, the parties hereto have subscribed this Agreement by the duly authorized officers thereof on the day and year first above written.

City of Hartford, South Dakota

Sioux Falls Area Humane Society

By:

By:

Mayor

Executive Director

Attest:

City Clerk

# QUAM, BERGLIN & POST, P.C.

CERTIFIED PUBLIC ACCOUNTANTS  
110 WEST MAIN – P.O. BOX 426  
ELK POINT, SOUTH DAKOTA 57025

(605) 356-3374

November 20, 2019

Finance Officer  
City of Hartford  
125 N. Main Avenue  
Hartford, SD 57033

We are pleased to confirm our understanding of the services we are to provide for the City of Hartford for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Hartford, as of and for the year ended December 31, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Hartford's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Hartford's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

Management's Discussion and Analysis  
Budgetary Comparison Schedules  
Schedule of the Proportionate Share of the Net Pension Asset/Liability  
Schedule of the City's Pension Contributions

## AUDIT OBJECTIVES

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Hartford and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Hartford's financial statements. Our report will be addressed to the City Council of the City of Hartford. We cannot provide assurance that unmodified opinions will be expressed.

Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion of the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Hartford is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures-General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written

representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements; compliance with laws, regulations, contracts, and grant agreements and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures---Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies and material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures--Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Hartford's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance

### **Other Services**

We will also assist in preparing the financial statements, the related notes and depreciation schedules of the City of Hartford in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **MANAGEMENT RESPONSIBILITIES**

Management is responsible for designing, implementing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also

responsible for the selection and application of accounting principles; and for the preparation and fair presentation in the financial statements, in conformity with U.S. generally accepted accounting principles and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to

oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

## **ENGAGEMENT ADMINISTRATION, FEES, AND OTHER**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

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

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

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

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

Terri L. Post, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We estimate that our fees for these services will be \$10,000 for the audit. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Martin L. Guindon, CPA, Auditor General  
SD Department of Legislative Audit  
427 South Chapelle  
c/o 500 East Capitol  
Pierre, South Dakota 57501-5070

Sincerely,



Quam, Berglin & Post, PC  
Certified Public Accountants

Response:

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

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

## **Report on the Firm's System of Quality Control**

To the Shareholders of Quam, Berglin & Post, PC  
and the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Quam, Berglin & Post, PC (the firm) in effect for the year ended March 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Quam, Berglin & Post, PC in effect for the year ended March 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Quam, Berglin & Post, PC has received a peer review rating of pass.

*Nichols, Rise & Company, LLP*

South Sioux City, Nebraska

October 2, 2017

**SPECIAL ASSESSMENT ROLL: RESOLUTION #2019-18 (STREET/SIDEWALK ASSESSMENT)**

**PROJECT: NORTH VANDEMARK AVENUE PROJECT FROM HIGHWAY 38 NORTH TO CITY LIMITS**  
**PLACEMENT OF CURB, GUTTER, STREET - INCLUDING SIDEWALKS UPON ALL**  
**DEVELOPED PROPERTY**

**LOCATION: HARTFORD CITY, MINNEHAHA COUNTY, SOUTH DAKOTA**

**DATE: DECEMBER 17, 2019 @ 7:05 PM @ HARTFORD CITY HALL**

**COST OF IMPROVEMENTS: STREET, CURB & GUTTER - \$111.82 PER LINEAR FOOT**  
**SIDEWALKS - \$28.05 PER LINEAR FOOT**

**ASSESSMENT RATE: COST OF IMPROVEMENT, WITH A CAP OF \$100.00 PER LINEAR FOOT**

**TOTAL ASSESSED AMOUNT: \$365,570.00**

SUPPOSED OWNER	LEGAL DESCRIPTION	PROPERTY RECORD ID NUMBER	TOTAL LINEAR FOOTAGE	LINEAR FOOTAGE CREDIT FOR CORNER LOT	TOTAL ASSESSED LINEAR FOOTAGE	CALCULATED COST OF IMPROVEMENT	TOTAL ASSESSMENT DUE - W/CAP	INSTALLMENTS	INTERST RATE
Graffite Properties, LLC 700 N Vandemark Ave, #108 Hartford, SD 57033	LOT 1 GRAFFITE ADDITION IN RANNEY'S TRACT 3 NE 1/2 22-102-51 HARTFORD CITY UNPLATTED	88235	383	-25	358	\$ 50,073.46	\$ 35,800.00	10 Years	10%
All In Golf LLC 3800 W 53rd St Sioux Falls, SD 57106	RANNEY'S TR 3 (EX GRAFFITE ADDN & EX H-1 & EX CENTRAL VALLEY PLACE ADDN) NE1/4 22 102 51 HARTFORD CITY UNPLATTED	15987	418.8	-25	393.8	\$ 55,080.81	\$ 39,380.00	10 Years	10%
All In Golf LLC 3800 W 53rd St Sioux Falls, SD 57106	LOTS A TO F & TRACT 1 (EX H-1) CENTRAL VALLEY ADDITION TO CITY OF HARTFORD	15933	718.3	-25	693.3	\$ 96,971.87	\$ 69,330.00	10 Years	10%

Northern Natual Gas Company PO Box 3330 Omaha, NE 68103	LOT A SW1/4 SE1/4 15 102 51 HARTFORD CITY UNPLATTED	15931	75	0	75	\$ 10,490.25	\$ 7,500.00	10 Years	10%
Travis & Mika Faulhaber 501 Par Tee Drive Hartford, SD 57033	LOT 1 BLK 2 CENTRAL VALLEY ADDITION TO CITY OF HARTFORD	59660	96.6	-25	71.6	\$ 10,014.69	\$ 7,160.00	10 Years	10%
Travis & Wendy Kuehl 502 Par Tee Drive Hartford, SD 57033	LOT 2 BLK 1 CENTRAL VALLEY ADDITION TO CITY OF HARTFORD	59659	82.8	-25	57.8	\$ 8,084.49	\$ 5,780.00	10 Years	10%
Mark Driscoll & Susan Battista PO Box 584 Hartford, SD 57033	LOT 1C BLK 1 CENTRAL VALLEY ADDITION TO CITY OF HARTFORD	61026	85	0	85	\$ 11,888.95	\$ 8,500.00	10 Years	10%
Jueneman Living Trust 1104 N Vandemark Ave Hartford, SD 57033	LOT 1B BLK 1 CENTRAL VALLEY ADDITION TO CITY OF HARTFORD	61025	85	0	85	\$ 11,888.95	\$ 8,500.00	10 Years	10%
Troy & Angie Boeckholt 1106 N Vandemark Ave Hartford, SD 57033	LOT 1A BLK 1 CENTRAL VALLEY ADDITION TO CITY OF HARTFORD	59658	85	0	85	\$ 11,888.95	\$ 8,500.00	10 Years	10%
Don F. & Stacey Sieverding 25475 459th Ave Humboldt, SD 57035	TR 1 CO AUD SUB SW 1/4 (EX S504.7') 15 102 51 HARTFORD CITY UNPLATTED	23843	722	0	722	\$ 80,734.04	\$ 72,200.00	10 Years	10%
Roger Haugo PO Box 19 Lennox, SD 57039	S 504.7' OF TR 1 CO UD SUB SW 1/4 15 102 51 HARTFORD CITY UNPLATTED	23842	471.7	-25	446.7	\$ 49,949.99	\$ 44,670.00	10 Years	10%
Paul W. & Colleen M. O'Toole 711 N Vandemark Ave Hartford, SD 57033	N77.2 E120 R3 OF LOTS 10 TO 12 SMITH & GROVERS ADDN TO HARTFORD	64083	77.2	-25	52.2	\$ 7,301.21	\$ 5,220.00	10 Years	10%
Kamille M. Woslager & Nicholas D. Callies 709 N Vandemark Ave Hartford, SD 57033	S72.8 E120 LOT R3 OF LOTS 10 TO 12 SMITH & GROVERS ADDN TO HARTFORD	23710	72.6	0	72.6	\$ 10,154.56	\$ 7,260.00	10 Years	10%
Andrew Kibler 707 N Vandemark Ave Hartford, SD 57033	LOT R2A OF LOTS 10, 11 & 12 SMITH & GROVERS ADDN TO HARTFORD	80140	77.2	0	77.2	\$ 10,797.96	\$ 7,720.00	10 Years	10%

Brandon Redenius 703 N Vandemark Ave Hartford, SD 57033	LOT R2B OF LOTS 10, 11 & 12 SMITH & GROVERS ADDN TO HARTFORD	23709	100	0	100	\$ 13,987.00	\$ 10,000.00	10 Years	10%
Robert D. & Teresa M. Matthies 25449 463rd Ave Hartford, SD 57033	LOT 1 OF LOT R1 OF LOTS 10 TO 12 SMITH & GROVERS ADDN TO HARTFORD	23708	120	0	120	\$ 16,784.40	\$ 12,000.00	10 Years	10%
Thomas P Walsh Sr. Family 3800 W 53rd St Sioux Falls, SD 57106	LOT 3A OF LOTS 1, 2 & 3 OF LOT R-1 OF LOTS 10, 11 & 12 SMITH & GROVERS ADDN TO HARTFORD	63007	185.5	-25	160.5	\$ 22,449.14	\$ 16,050.00	10 Years	10%
							\$ 365,570.00		

PREPARED BY: Teresa Sidel - Hartford City  
Administrator  
125 N Main Avenue  
Hartford, SD 57033