

Hartford City Council Agenda
Tuesday, December 17, 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 – 12/03/2019
- Approve Bills submitted for Payment

Public Comments – Public Input on Non-Agenda Items

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

Applications, Hearings, Resolutions and Ordinances

- 7:05 Public Hearing on Vandemark Road Project – Review Assessment Roll
 - *Resolution 2019-18 – Direct Assessment for Street, Curb, Gutter & Sidewalks
- 2nd Reading of Ordinance #681 – 2019 Supplemental Appropriation
- 1st Reading of Ordinance #683 – Amend Fence Regulations
- Review/Approve Resolution #2019-19 – SRF Funding for Western Avenue Sewer Project

Reports

- Fire Department Report – Chief Bryon Shumaker
- Chamber & Economic Development Director Report – Jesse Fonkert
 - *Request to attend SD Governor’s Conference on Tourism – Jan 21st thru 23rd
- City Engineer Report – Stockwell Engineers
 - *Review/Approve Engineering Contract for 2020 Force Account Services
 - *Change Order #3 on Vandemark Ave Project to Soukup Const. – Deduct of \$11,216.68
 - *Pay Application 8 & Final on Vandemark Ave Project to Soukup Const.– \$148,630.89
 - *Change Order #3 on Mickelson Rd Project to Soukup Const. – Deduct of \$81,423.57
 - *Pay Application #16 & Final on Mickelson Rd Project to Soukup Const.– \$290,719.03
- Public Works Superintendent – Craig Wagner
- Finance Officer Report – Karen Wilber
- City Administrator Report – Teresa Sidel

New Business

- Review Tax Abatement Request on Parcel #58489
- Review/Approve 2020 Fire Protection Service Agreement
- Review/Approve 2020 Annual Report Contract from Quam, Berglin & Post, PC
- Appointment of Planning and Zoning Members
- Mayoral Proclamation

Correspondence

Executive Session (SDCL 1-25-2)

Adjournment

Next City Council Meeting: Tuesday – January 7, 2020

City Council Meeting – Regular Meeting December 3, 2019

Mayor Jeremy Menning called the meeting to order at 7:00pm at Hartford City Hall with the following city council members present: Arden Jones, Mark Brenneman, Travis Kuehl, Brittany Glanzer and Scott Nelson. Mark Monahan arrived at 7:07pm. Also present were City Administrator Teresa Sidel, City Finance Officer Karen Wilber, Public Works Superintendent Craig Wagner, City Attorney Larry Nelson and City Engineer Mitch Mergen.

BUSINESS ITEMS:

- **Approve Agenda:** A motion was made by Jones, second by Brenneman to approve the agenda as set - all voted yes, motion carried.
- **Approval of the Minutes:** A motion was made by Kuehl, second by Nelson to approve the meeting minutes from November 19, 2019 – all voted yes, motion carried.

PUBLIC COMMENTS: Councilman Nelson brought up the recent snow event and the ticketing of vehicles that followed once plowing started. City ordinance reads that if there is a forecast or actual accumulation of new snowfall or blowing snow of two inches or more, there shall be no parking on City streets until snow removal is complete. As a courtesy, the City does issue a snow alert to warn the public when plowing is scheduled to start. This alert runs on all three local tv stations – KELO, KSFY & KDLT – as well as the station’s websites. It is also published on the City’s website. Residents are urged to get all vehicle off the street once the alert has been issued.

APPLICATIONS, HEARINGS, RESOLUTIONS AND ORDINANCES:

- **Review/Approve Agreement with Hartford Township and 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 east side of the 20ft easement on 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. A motion was made by Kuehl, second by Jones to approve the agreement with the Hartford Township – all voted yes, motion carried. A motion was made by Nelson, second by Monahan to approve Resolution of Annexation 2019-17 – all voted yes, motion carried.
- **2nd 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. A motion was made by Jones, second by Brenneman to approve 2nd reading of Ordinance #680 Amend Zoning Regulation Allowing Artisan Distillery in Central Business & Community Commercial Districts – all voted yes, motion carried.
- **2nd 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 with the required 5ft width in residential areas along with clarifying the wording in regard to placement of the sidewalk. A motion was made by Jones, second by Nelson to approve 2nd reading of Ordinance #682 Amend Ordinance #430 – Sidewalks – all voted yes, motion carried.

REPORTS:

- **Sheriff’s Department Report:** Deputy Phil Ryan was present to give an update on recent activities within the city. For the month of November there were 273 calls for service. Traffic citations were discussed. Currently, if a traffic citation is issued, it is a state violation. Discussion was held on changing this to be a municipal ordinance violation. This change would allow the City to receive a portion of the fines. It was the consensus of the council to move forward with this change presenting a draft ordinance at a future meeting.
- **Engineer Report:** Mitch Mergen was present to provide engineer updates:
Mickelson Road Improvements – All punch list items are complete. The final pay app will be presented at the next meeting. Mergen asked for input from the council on the liquidated damages on the contract. Due to delays, mostly caused by the weather, damages of roughly \$6,000 could be assessed back to the contractor. With the

excessively wet year that we had, the contractor still managed to complete the job in a reasonable amount of time and come in lower than the bid amount. A motion was made by Jones, second by Monahan to waive the liquidated damages on the contract – all votes yes, motion carried.

Vandemark Roadway Improvements – All punch list items are complete. The final pay app will be presented at the next meeting.

Industrial Park Sanitary Sewer Extension – Work continues on obtaining the necessary easements for the project. Target bid date is Feb 2020.

9th Street Improvements – Construction documents are being prepared for bidding in Jan 2020.

Swenson Park Grading – The reseeded that was done in Aug was successful and the project is now complete. Final pay application #6 was presented to the council. A motion was made by Brenneman, second by Kuehl to approve final pay application #6 to RMS Drainage & Excavation in the amount of \$13,363.97 – all votes yes, motion carried.

- **Public Works Report:** Public Works Superintendent Craig Wagner’s report was provided to the council.

Highlights include:

Streets – Wagner is compiling information for the 2020 slurry seal project. Staff will be repairing a rear end seal on the ’06 Chevy next week. All other equipment is running well. With the first snow fall, sweeping is now done for the year. More speed limit signs have been ordered and will be installed, weather permitting. Cleanout of drainage areas is planned to be done yet this year.

Sewer – Staff had to fix the aerators at the lagoons last week. Samples have been taken in hopes of discharging in Dec. We’ve received our new discharge permit from DENR. DENR is implementing some new procedures to follow when discharging.

Parks – New countertops have been ordered. Staff will install them over the winter. The new scoreboard at Field A is scheduled to be installed in Dec.

Downtown – There is one new light still on backorder. It should arrive next week.

- **Finance Officer Report:** City Finance Officer Wilber’s report was provided to the council. Items included a summary of revenues received in November along with an overview of the city’s cash balances, revenues and expenses through October. The December calendar of events was provided.
- **City Administrator Report:** City Administrator Sidel’s report was provided to the council. The 2nd reading of Ord 682 for the 2019 budget supplement has been postponed until the next meeting to ensure nothing unexpected arises that will put us over budget. The CIP has been reviewed by staff and engineers. Updates are being made and it will be presented at the first meeting in Jan. Q&A letters have been sent to all property owners within our proposed joint zoning jurisdiction area. The information has been posted on the City’s website as well. The next public input meeting on joint jurisdiction is scheduled for Jan 28th. The Ruud Lane drainage issue is being addressed. A berm has been built with seeding to be completed in the spring. The lock box ordinance will be effective Dec 6th. Sidel will meet with the Fire Chief Shumaker and Building Inspector Clarke to discuss an implementation procedure

OLD BUSINESS:

- **Discuss Park Recreation Department:** At the Nov 5th council meeting, Mayor Menning address the council about possibly implementing a park board. The thought is that this board would work with the community and other sporting associations/groups to come up with ideas/plans that would expand and grow the sports & rec programs in Hartford. This board would be the link between these groups/individuals and the city council, bringing ideas forward for consideration. There are two ways to set this up – by ordinance (board) or as a committee. A sample ordinance and sample committee by-laws were provided to the council. Both scenarios propose the Mayor appoint 5 people, each serving 3-year terms. Also appoint one council member and one staff member, who would serve 1-year terms, for a total of 7 members. There would be elected officers of chairperson and vice-chairperson. The elected chairperson would appoint the secretary. The board/committee would meet once a month. The only difference is if set up by ordinance, the members cannot be paid. If set up as a committee, members could be paid. After further discussion, it was the consensus of the council to visit this topic again at the Jan 7th meeting and prior to that meeting, to send a letter to all other sporting organizations, groups and committees explaining what the City is proposing to implement and invite them to attend the meeting and be part of the discussion.

NEW BUSINESS:

- **Review/Approve 2020 Minnehaha County Sheriff Dept Police Service Agreement:** A motion was made by Monahan, second by Nelson, to approve the 2020 agreement with the Minnehaha County Sheriff Dept for police services – all voted yes, motion carried.

- **Review/Approve 2020 SF Area Humane Society Animal Control Contract:** A motion was made by Nelson, second by Kuehl, to approve the 2020 contract with the SF Area Humane Society for animal control services – all voted yes, motion carried.
- **Review/Approve 2019 Audit Engagement Letter:** A motion was made by Kuehl, second by Monahan, to approve the engagement letter and allow Quam, Berglin & Post, PC to perform the City’s 2019 audit – all voted yes, motion carried.
- **Discuss Vandemark Ave Street Project – Confirm Payment Plan Options, Term & Interest Rate:** When doing a special assessment, there are two different payment plan options that the city can set. Payment Plan #1 would allow the Minnehaha County Treasurer to collect the payment from the property owner at the time payment is collect for real estate taxes on the property. Payment Plan #2 would allow all payments to come directly to the City. With this option, the City would have to send all notices to the property owners and track all payments, interest & penalties. Staff is proposing Payment Plan #1, forwarding any unpaid assessment to the County on Oct 1, 2020 with the first payment due in 2021. It is also proposed, per the assessment roll provided to the council, that the terms be set at 10% for 10 years. These are the terms used on past street assessments. A motion was made by Monahan, second by Brenneman to set the Vandemark Ave street assessment terms as propose: payment plan #1 with an interest rate of 10% and a term of 10 years – all voted yes, motion carried.
- **Discuss Site Plan Reviews of Driveways:** When removing a portion of a curb for a new driveway, the City requests that the curb be cut and repoured rather than being ground down. At the time a building permit is obtained, a document is provided that states these requirements however there is nothing in the City’s ordinance or design standards that addresses this. City staff will work with engineers to update this section of our regulations to present at the next meeting.

CORRESPONDENCE: None.

EXECUTIVE SESSION: A motion was made Monahan, second by Kuehl to enter executive session pursuant to SDCL 1-25-2 (3) for legal at 9:05pm – all voted yes, motion carried.

Minutes recorded by Finance Officer Karen Wilber.

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

Karen Wilber, Finance Officer

EXECUTIVE SESSION: A motion was made by Brenneman, second by Kuehl to exit executive session at 9:13pm – all voted yes, motion carried.

ADJOURNMENT: A motion was made by Monahan, second by Jones to adjourn at 9:14pm – all voted yes, motion carried.

Minutes recorded by City Administrator Teresa Sidel.

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

Teresa Sidel, City Administrator

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>					<u>Amount</u>
Checking		1			
Checking	1	Fund: 101 GENERAL FUND			
ABBUSINESS A&B BUSINESS, INC.			12/04/2019	IN679418	356.22
101 4142 424		NOV 2019 - USAGE CHARGE			74.65
101 4142 434		DEC 2019 RENTAL - COPIER & 6 PRINTERS			281.57
				Vendor Total:	356.22
ANDERSONP ANDERSON PUBLICATIONS, INC.			11/30/2019	87192	781.12
101 4142 423		OCT PAYROLL REPORT			22.98
101 4142 423		EMPLOYMENT ADS - SNOW REMOVAL HELP			64.00
101 4142 423		11/5 CC MINUTES			121.07
101 4142 423		11/19 CC MINUTES			128.07
101 4142 423		RES 2019-14			12.17
101 4142 423		RES 2019-15			63.21
101 4142 423		RES 2019-16			19.27
101 4142 423		NOT OF HEAR - LIQ LICENSE RENEWALS			32.45
101 4142 423		EMPLOYMENT ADS - SNOW REMOVAL HELP			96.00
101 4142 423		NOV BILL REPORT			89.23
101 4142 423		ORD 679			43.26
101 4311 423		PUB NOT - SNOW ALERT			5.75
101 4652 423		10/29 P&Z MINUTES			22.82
101 4652 423		11/12 P&Z MINUTES			60.84
				Vendor Total:	781.12
BEAVER BEAVERBUILT, INC.			12/09/2019	5341	2,681.50
101 4521 425		REPLACEMENT COUNTERTOPS PARK SHELTERS			2,681.50
				Vendor Total:	2,681.50
BROTEX BRO-TEX COMPANY, INC.			11/15/2019	525381	549.26
101 4521 426		GARBAGE CAN LINERS FOR PARKS			549.26
				Vendor Total:	549.26
CTYHART CITY OF HARTFORD			11/27/2019	11272019 STMT	233.56
101 4192 428		W/S-OLD SHOP			34.24
101 4192 428		W/S-NEW MAINT SHOP			156.68
101 4192 428		W/S-CITY HALL			42.64
				Vendor Total:	233.56
CTYSOOFALL CITY OF SIOUX FALLS			11/25/2019	16310	1,853.00
101 4311 436		2019 MOSQUITO CONTROL			1,853.00
				Vendor Total:	1,853.00
CLARPAUL CLARKE, PAUL			11/30/2019	NOVEMBER 2019	194.88
101 4652 427		NOV 2019 MILEAGE			194.88

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<u>Account Number</u>					<u>Amount</u>	
						Vendor Total: 194.88
COFFEECUP	COFFEE CUP FUEL STOPS - AUTO PMTS		12/01/2019	120119 STMT	78.19	
101 4311 426		FUEL - STREETS			78.19	
						Vendor Total: 78.19
CONCRE	CONCRETE MATERIALS		12/04/2019	106921	3,900.68	
101 4311 4254		SALT SAND FOR STREETS			3,900.68	
						Vendor Total: 3,900.68
CUSTTREE	CUSTOM TREE MOVERS, INC		11/20/2019	7088	900.00	
101 4521 429		TREE FOR CENTURY PARK			900.00	
						Vendor Total: 900.00
DAKTRONICS	DAKTRONICS, INC.		11/15/2019	704042	5,725.00	
101 4521 434		SCOREBOARD FOR FIELD A			5,725.00	
						Vendor Total: 5,725.00
FARMERC	FARMERS & MERCHANTS CO-OP OIL CO.		11/06/2019	18787	813.50	
101 4311 426		DIESEL FUEL			813.50	
						Vendor Total: 813.50
FASTENAL	FASTENAL COMPANY		11/07/2019	SDSIU347380	38.88	
101 4311 439		HARDWARE FOR NEW STREETLIGHTS DOWNTOWN			38.88	
						Vendor Total: 38.88
FIRSBANK	FIRST NATIONAL BANK OMAHA		11/27/2019	112719 STATE	106.22	
101 4521 426		WALMART - STAR/LIGHTS CENTURY PARK TREE			52.97	
101 4142 422 2		IT SERVICE - BOX			53.25	
FIRSBANK	FIRST NATIONAL BANK OMAHA		11/27/2019	112719 STMT	201.17	
101 4142 422 2		MICROSOFT - OFFICE 365 SUBSCRIPTIONS			49.50	
101 4142 422 2		MICROSOFT - EMAIL ACCOUNTS			24.00	
101 4142 434 1		ADOBE SUBSCRIPTION - SIDEL			127.67	
						Vendor Total: 307.39
GOLDENWEST	GOLDEN WEST TELECOMMUNICATIONS COOPERATIVE, INC.		12/01/2019	12012019 STATE	489.26	
101 4192 428		PHONE-OFFICE FAX LINE			45.53	
101 4192 428		PHONE-OFFICE LINE 2			54.60	
101 4192 428		PHONE-CHAMBER/EDD			62.87	
101 4192 428		PHONE-OFFICE LINE 1/INTERNET			160.98	
101 4192 428		PHONE-OFFICE LINE 3			49.03	
101 4192 428		PHONE-CITY SHOP/INTERNET			116.25	
						Vendor Total: 489.26
GROCINK	GROCOTT INK & THREAD		11/09/2019	11273	151.00	
101 4311 426		2 SHIRTS - WAGNER			62.00	

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>
101 4311 426		2 HATS - WAGNER			28.00
101 4311 426		1 JACKET - WAGNER			61.00
GROCINK	GROCOTT INK & THREAD		11/19/2019	11300	140.00
101 4311 426		7 TEES - HAGEN			140.00
GROCINK	GROCOTT INK & THREAD		12/05/2019	11324	135.00
101 4142 426		CLOTHING ALLOWANCE - SIDEL			135.00
GROCINK	GROCOTT INK & THREAD		12/05/2019	11325	126.00
101 4142 426		CLOTHING ALLOWANCE - KUCHTA			126.00
GROCINK	GROCOTT INK & THREAD		12/05/2019	11326	176.00
101 4142 426		CLOTHING ALLOWANCE - WILBER			176.00
Vendor Total:					728.00
HARTF9	HARTFORD BUILDING CENTER, INC.		11/30/2019	11302019 STMT	204.29
101 4192 426		SHOP - SNOW SHOVEL			22.99
101 4311 425		CHAIN FOR '94 DUMP TRUCK TAILGATE REPAIR			75.46
101 4311 426		STREETS - VARIOUS BULBS			35.94
101 4311 425 2		REBAR - MICKELSON RD SIDEWALK REPAIR			69.90
Vendor Total:					204.29
HEARTT	HEART T STOP		10/31/2019	5717	742.75
101 4311 426		FUEL - STREETS			265.00
101 4521 426		FUEL - PARKS			477.75
HEARTT	HEART T STOP		12/13/2019	5718	214.91
101 4521 426		FUEL - PARKS			19.46
101 4311 426		FUEL - STREETS			195.45
Vendor Total:					957.66
JUSTIC	JUSTICE FIRE & SAFETY		12/10/2019	195598	51.75
101 4192 425		MAINTENANCE ON ONE FIRE EXTINGUISHER			51.75
Vendor Total:					51.75
LEDLIGHT	LED LIGHTING SOLUTIONS		10/01/2019	ORD23716	4,507.33
101 4311 439		10 LIGHT POLES FOR DOWNTOWN			4,507.33
Vendor Total:					4,507.33
MAINSTREET	MAINSTREET DESIGNS, INC.		12/02/2019	29608	258.00
101 4311 426		REPLACEMENT BULBS FOR CHRISTMAS DECOR			258.00
Vendor Total:					258.00
MATHLINW	MATHESON TRI-GAS INC		11/30/2019	51548595	75.15
101 4192 426		SHOP WELDING SUPPLIES			75.15
Vendor Total:					75.15
MIDAME	MIDAMERICAN ENERGY COMPANY		11/15/2019	11152019 STATE	195.80
101 4192 428		GAS-NEW SHOP			34.59

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>
101 4192 428		GAS-OLD SHOP			40.47
101 4192 428		GAS-CITY HALL			62.74
101 4511 428		GAS-POOL			8.00
101 4511 428		GAS-POOL			50.00
Vendor Total:					195.80
MINNDEEDS	MINNEHAHA COUNTY REGISTER OF DEEDS		12/02/2019	12022019 STMT	30.00
101 4652 422		FILE DEED S. MAIN LOT TRANSFER TO HADF			30.00
Vendor Total:					30.00
NAPA	NAPA AUTO PARTS OF HARTFORD		11/13/2019	126690	115.02
101 4311 425		PARTS FOR '94 DUMP TRUCK REPAIRS			115.02
NAPA	NAPA AUTO PARTS OF HARTFORD		11/14/2019	126749	6.22
101 4311 425		PARTS FOR '94 DUMP TRUCK REPAIRS			6.22
NAPA	NAPA AUTO PARTS OF HARTFORD		11/15/2019	126792	10.54
101 4311 425		PARTS FOR LIGHT REPAIR ON '00 DUMP TRUCK			10.54
NAPA	NAPA AUTO PARTS OF HARTFORD		11/18/2019	126897	176.75
101 4311 426		FLOOR LINERS/MUD FLAPS - '14 FORD			176.75
NAPA	NAPA AUTO PARTS OF HARTFORD		11/22/2019	127138	121.28
101 4311 425		FILTERS FOR MALIBU			121.28
NAPA	NAPA AUTO PARTS OF HARTFORD		12/02/2019	127627	50.27
101 4311 425		PARTS FOR '06 CHEVY REPAIRS			50.27
NAPA	NAPA AUTO PARTS OF HARTFORD		12/05/2019	127879	197.87
101 4311 426		MUD FLAPS/SPARE TIRE PARTS - '14 FORD			197.87
NAPA	NAPA AUTO PARTS OF HARTFORD		12/06/2019	127954	107.21
101 4311 426		BALL/MOUNT/PIN - '14 FORD			107.21
Vendor Total:					785.16
NOTHSCOT	NOTHDURFT CONCRETE		11/30/2019	MICKELSON SIDEWALKS	38,250.00
101 4311 425 2		SIDEWALK REPAIRS ALONG MICKELSON RD			38,250.00
Vendor Total:					38,250.00
QUILL	QUILL CORPORATION		11/15/2019	2695929	228.92
101 4192 426		PRINTER INK - N HANISCH			42.99
101 4142 426		PAPERCLIPS			10.99
101 4142 426		DESK CALENDARS - SIDEL, KUCHTA, WILBER			86.97
101 4142 426		3 WALL CALENDARS			87.97
QUILL	QUILL CORPORATION		11/21/2019	2850726	103.45
101 4142 426		CALCULATOR INK ROLLER			13.49
101 4142 426		ELECTRIC STAPLER			54.99
101 4142 426		PAPER TOWELS			12.99
101 4192 426		COFFEE FOR SHOP			21.98

<u>Vendor ID</u>	<u>Vendor Name</u>		<u>Invoice</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>	<u>Date</u>		<u>Amount</u>
Vendor Total:					332.37
RBS	RBS SANITATION, INC.		11/25/2019	112519 STMT	946.60
101 4521 428		YARD WASTE DUMPSTERS			946.60
RBS	RBS SANITATION, INC.		12/04/2019	120419 STMT	1,441.60
101 4521 428		YARD WASTE DUMPSTERS			1,441.60
Vendor Total:					2,388.20
RELIA	RELIABANK DAKOTA		12/01/2019	MICKELSON RD 01/2020	11,739.48
101 4756 441		PRINCIPAL - MICKELSON ROAD PROJECT			5,704.99
101 4756 442		INTEREST - MICKELSON ROAD PROJECT			6,034.49
Vendor Total:					11,739.48
SANFORD	SANFORD HEALTH OCCUPATIONAL MEDICINE CLINIC		11/29/2019	514587	45.00
101 4142 415		NEW HIRE DRUG TESTING - N JANS			45.00
Vendor Total:					45.00
SANITATION	SANITATION PRODUCTS, INC.		12/05/2019	74484	242.32
101 4311 425		PARTS FOR STREEET SWEEPER REPAIRS			242.32
Vendor Total:					242.32
SDDEP2	SD DEPARTMENT OF REVENUE - AUTO PMTS		11/30/2019	11/2019 EXCISE	20.08
101 4142 4541		EXCISE TAX DUE - OCTOBER			20.08
SDDEP2	SD DEPARTMENT OF REVENUE - AUTO PMTS		11/30/2019	11/2019 SALES	105.92
101 4142 4540		SALES TAX DUE - NOVEMBER			105.92
Vendor Total:					126.00
SFHUMA	SF AREA HUMANE SOCIETY		12/07/2019	4066	440.50
101 4412 422		ANIMAL CONTROL - NOV			440.50
Vendor Total:					440.50
SIDETERE	SIDEL, TERESA		11/30/2019	11302019 VOUCHER	60.00
101 4142 428		NOVEMBER CELL PHONE REIMBURSEMENT			60.00
Vendor Total:					60.00
SFNETWORKS	SIOUX FALLS NETWORKS		12/01/2019	10511	134.55
101 4142 422 2		IT MAINT SERVICE - DEC 2019			134.55
Vendor Total:					134.55
SIOUXV	SIOUX VALLEY ENERGY		11/26/2019	11262019 STATE	6,272.00
101 4192 428		ELEC-TAMMEN WEATHER SIREN			58.88
101 4192 428		ELEC-NEW CITY SHOP			219.53
101 4192 428		ELEC-OLD CITY SHOP			169.68

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>
101 4192 428		ELEC-CITY HALL			185.61
101 4192 428		ELEC-STORAGE BLD BY MEM PARK			73.68
101 4311 428		ELEC-CROSSING LTS S OF HS			50.57
101 4311 428		ELEC-BILLBOARDS			266.02
101 4311 428		ELEC-STREET LIGHTS		4,426.20	
101 4311 428		ELEC-CROSSING LTS N OF HS			50.48
101 4311 428		ELEC-WELCOME SIGN-HWY 38/WESTERN			63.94
101 4311 428		ELEC-WELCOME SIGN HWY 38			80.18
101 4311 428		ELEC-NEW CROSSWALK SERVICE			50.96
101 4311 428		ELEC-WELCOME SIGN WESTERN/DIAMOND TRL			50.00
101 4511 428		ELEC-POOL			61.46
101 4521 428		ELEC-TURTLE CREEK RR			59.45
101 4521 428		ELEC-PARK SHELTERS		155.81	
101 4521 428		ELEC-SPORTS COMPLEX			90.00
101 4521 428		ELEC-DAVID ROE FIELDS - NORTH LIGHTS			59.55
101 4521 428		ELEC-DAVID ROE FIELDS - EAST LIGHTS			50.00
101 4521 428		ELEC-DAVID ROE FIELDS - WEST LIGHTS			50.00
Vendor Total:					6,272.00
SIOUXVAL	SIOUX VALLEY ENERGY		11/14/2019	21350302	400.00
101 4311 426		KNAPPS LANDING STREET LIGHTING			400.00
Vendor Total:					400.00
STANHO	STAN HOUSTON EQUIPMENT COMPANY, INC.		11/13/2019	01 831107	509.25
101 4311 425 2		SEALER FOR NEW MICKELSON RD SIDEWALKS			509.25
Vendor Total:					509.25
STOCKW	STOCKWELL ENGINEERS		12/03/2019	10238	4,261.54
101 4652 422		VARIOUS PLAT REVIEWS			948.20
101 4652 422		SCHWARTZLE DRAINAGE			344.80
101 4652 422		KNAPPS - SEWER TESTING, ACCESS REVIEW			302.50
101 4652 422		C&C VENTURES PLAN REVIEW			344.80
101 4652 422		KELLY POINT REIMB REQUEST REIVEW			258.60
101 4652 422		CIP, GENERAL ASSESS POLICY,RUUD LANE			517.20
101 4652 422		CC MTGS, REPORTS, MILEAGE		1,545.44	
Vendor Total:					4,261.54
SUNSHINE	SUNSHINE FOODS		12/01/2019	120119 STMT	6.99
101 4142 426		OFFICE - POP			6.99
Vendor Total:					6.99

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>	
SUPER8ABE	SUPER 8 - ABERDEEN WEST		10/09/2019	800-611036	96.70	
101 4121 427		ANNUAL CONF LODGING-MENNING			96.70	
					Vendor Total:	96.70
TAPCO	TAPCO		11/22/2019	I655943	1,235.00	
101 4311 425		REPLACEMENT RADIO KITS-CROSSWALK LIGHTS			1,235.00	
					Vendor Total:	1,235.00
USBANKLOAN	US BANK TRUST N.A.		11/30/2019	C461104-02	13,726.29	
				01/01/20		
101 4752 441		PRINCIPAL PAYMENT			12,122.80	
101 4752 442		INTEREST PAYMENT			1,603.49	
					Vendor Total:	13,726.29
VANDIEST	VAN DIEST SUPPLY COMPANY		12/13/2019	8878	1,504.80	
101 4311 436		MOSQUITO CHEMICALS			1,504.80	
					Vendor Total:	1,504.80
VERIZO	VERIZON WIRELESS		11/22/2019	9842707872	350.31	
101 4192 428		CELLS-PUBLIC WORKS			140.89	
101 4142 428		CELL-CHAMBER/EDD			44.61	
101 4652 428		CELLS-BP & CODE ENF			53.46	
101 4521 428		CELL SERV-LANDFILL CAMERA			40.01	
101 4512 428		CELL-REC DIRECTOR			44.61	
101 4211 428		CELL-MINN SHERIFF			26.73	
					Vendor Total:	350.31
VOTHBRYA	VOTH, BRYAN		11/30/2019	11302019	29.82	
				VOUCHER		
101 4652 427		NOV MILEAGE REIMBURSEMENT			29.82	
					Vendor Total:	29.82
ZACHAR	ZACHARIAS CONSTRUCTION, INC.		11/18/2019	16195	1,680.00	
101 4311 4251		CRUSHED ASPHALT FOR STREET REPAIRS			1,680.00	
					Vendor Total:	1,680.00
					Fund Total:	110,526.70
Checking	1	Fund: 505	MICKELSON ROAD PROJECT			
STOCKW	STOCKWELL ENGINEERS		12/03/2019	10152	7,842.93	
505 5501 422		MICKELSON ROAD CONSTRUCTION			7,842.93	
					Vendor Total:	7,842.93
					Fund Total:	7,842.93
Checking	1	Fund: 506	VANDEMARK STREET PROJECT			
STOCKW	STOCKWELL ENGINEERS		12/03/2019	10159	2,459.48	
506 5501 422		VANDEMARK AVE STREET IMPROVEMENTS			2,459.48	
					Vendor Total:	2,459.48

<u>Vendor ID</u>	<u>Vendor Name</u>		<u>Invoice</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>		<u>Description</u>	<u>Date</u>		<u>Amount</u>	
						Fund Total: 2,459.48
Checking	1	Fund: 602 WATER FUND				
CTYSOOFALL	CITY OF SIOUX FALLS		12/04/2019	16382	43.50	
602 4335 422		CITY WATER TESTS (NOV)			43.50	
						Vendor Total: 43.50
DAKOTA	DAKOTA SUPPLY GROUP, INC.		11/13/2019	F128926	341.82	
602 4334 426		WATER DEPT SUPPLIES			341.82	
						Vendor Total: 341.82
MINNEH	MINNEHAHA COMMUNITY WATER CORPORATION		12/02/2019	12022019 STATE	10,219.59	
602 4334 4261		BULK WATER PURCHASE			10,219.59	
						Vendor Total: 10,219.59
PETTY	PETTY CASH		12/10/2019	12102019 VOUCHER	158.23	
602 4335 4261		POSTAGE-NOVEMBER W/S BILLS			149.53	
602 4335 4261		POSTAGE-W/S DELINQUENT LETTERS			8.70	
						Vendor Total: 158.23
SIOUXV	SIOUX VALLEY ENERGY		11/26/2019	11262019 STATE	232.21	
602 4332 428		ELEC-N WATER TOWER/SIREN			232.21	
						Vendor Total: 232.21
USBANKLOAN	US BANK TRUST N.A.		11/30/2019	C462104-02 01/15/20	14,572.14	
602 4441 441		PRINCIPAL PAYMENT			12,566.17	
602 4441 442		INTEREST PAYMENT			2,005.97	
USBANKLOAN	US BANK TRUST N.A.		11/30/2019	C462104-03 01/15/20	19,157.95	
602 4442 441		PRINCIPAL PAYMENT			15,028.56	
602 4442 442		INTEREST PAYMENT			4,129.39	
						Vendor Total: 33,730.09
						Fund Total: 44,725.44
Checking	1	Fund: 604 SEWER FUND				
A1ELEC	A1 ELECTRIC, PLUMBING, HEAT & AIR		11/13/2019	11899	426.25	
604 6040 425		BAR SCREEN HEATER REPAIRS			426.25	
						Vendor Total: 426.25
AMERENGI	AMERICAN ENGINEERING TESTING, INC.		11/25/2019	401753	162.00	
604 6040 422		WATER ANALYSIS			162.00	
						Vendor Total: 162.00
BALDWIN	BALDWIN SUPPLY COMPANY		11/22/2019	3540260	448.58	
604 6040 425		SEWER PUMP REPAIRS			448.58	
						Vendor Total: 448.58
CTYHART	CITY OF HARTFORD		11/27/2019	11272019 STMT	38.25	

<u>Vendor ID</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Invoice</u>	<u>Amount</u>	
<u>Account Number</u>						
604 6040 428		W/S-SEWER PLANT			38.25	
						Vendor Total: 38.25
MIDAME	MIDAMERICAN ENERGY COMPANY		11/15/2019	11152019 STATE	22.86	
604 6040 428		GAS-SEWER PLANT			22.86	
						Vendor Total: 22.86
OMNISITE	OMNI-SITE		12/01/2019	68752	9.83	
604 6040 428		MICKELSON MONITORING FEE 12/19-12/31/19			9.83	
						Vendor Total: 9.83
PETTY	PETTY CASH		12/10/2019	12102019 VOUCHER	158.22	
604 6040 4261		POSTAGE-NOVEMBER W/S BILLS			149.52	
604 6040 4261		POSTAGE-W/S DELINQUENT LETTERS			8.70	
						Vendor Total: 158.22
SIOUXV	SIOUX VALLEY ENERGY		11/26/2019	11262019 STATE	3,274.10	
604 6040 428		ELEC-MAIN LIFT STATION			1,251.28	
604 6040 428		ELEC-WASTE WATER LAGOONS			1,854.84	
604 6040 428		ELEC-SAGEHORN LIFT STATION			75.40	
604 6040 428		ELEC-MICKELSON/HWY 38 LIFT STATION			92.58	
						Vendor Total: 3,274.10
STOCKW	STOCKWELL ENGINEERS		12/03/2019	10172	828.60	
604 6040 439		WWTF PRELIMINARY DESIGN			828.60	
						Vendor Total: 828.60
SUNSHINE	SUNSHINE FOODS		12/01/2019	120119 STMT	29.95	
604 6040 426		SEWER - VEG OIL FOR LIFT STATION PUMPS			29.95	
						Vendor Total: 29.95
USBANKLOAN US BANK TRUST N.A.			11/30/2019	C461104-01 01/01/20	10,002.65	
604 4323 441		PRINCIPAL PAYMENT			8,834.16	
604 4323 442		INTEREST PAYMENT			1,168.49	
USBANKLOAN US BANK TRUST N.A.			11/30/2019	C461104-03 01/01/20	5,230.12	
604 4321 441		PRINCIPAL PAYMENT			4,710.96	
604 4321 442		INTEREST PAYMENT			519.16	
USBANKLOAN US BANK TRUST N.A.			11/30/2019	C461104-04 01/15/20	9,793.83	
604 4327 441		PRINCIPAL PAYMENT			8,445.63	
604 4327 442		INTEREST PAYMENT			1,348.20	
USBANKLOAN US BANK TRUST N.A.			11/30/2019	C461104-05 01/15/20	8,927.09	
604 4328 441		PRINCIPAL PAYMENT			6,671.02	
604 4328 442		INTEREST PAYMENT			2,256.07	

<u>Vendor ID</u>	<u>Vendor Name</u>		<u>Invoice</u>	<u>Invoice</u>	<u>Amount</u>
<u>Account Number</u>		<u>Description</u>	<u>Date</u>		<u>Amount</u>
USBANKLOAN	US BANK TRUST N.A.		11/30/2019	C461104-06 01/15/20	17,591.60
604 4329 441		PRINCIPAL PAYMENT		8,486.25	
604 4329 442		INTEREST PAYMENT		9,105.35	
				Vendor Total:	51,545.29
				Fund Total:	56,943.93
				Checking Account Total:	222,498.48

Check Register by Type
 Prepaid Checks

<u>Check Number</u>	<u>Check Date</u>	<u>Cleared</u>	<u>Void</u>	<u>Void Date</u>	<u>Entity ID</u>	<u>Entity Name</u>	<u>Check Amount</u>
43206	11/20/2019	X			KELLYPT	KELLY POINT PARTNERS	7,921.99
43213	12/04/2019				RMSDRAIN	RMS DRAINAGE & EXCAVATION	13,363.97
Checking Account ID: 1					Void Total:	0.00	Total without Voids: 21,285.96
Check Type Total: Check					Void Total:	0.00	Total without Voids: 21,285.96
Payee Type Total: Vendor					Void Total:	0.00	Total without Voids: 21,285.96
Grand Total:					Void Total:	0.00	Total without Voids: 21,285.96

RESOLUTION # 2019-18
PUBLIC HEARING – December 17, 2019 @ 7:05 PM

A **RESOLUTION** approving the special assessment roll for the installation of street, curb, gutter and sidewalks in conjunction with the N Vandemark Road Project.

WHEREAS, the Hartford Governing Body deemed it necessary to street, curb, gutter along N Vandemark Avenue from Highway 38 north to City Limits.

WHEREAS, the Hartford Governing Body has provided that said assessments shall be payable in ten (10) installments, payable under Plan 1, “Collection by the County”, and

WHEREAS, the Governing Body has set the interest rate at ten percent (10%) per annual commencing October 2, 2020 unless paid in full on or before 5:00 pm on October 1, 2020 and

WHEREAS, the whole of such assessment or any installment thereof may be paid at anytime and that all installments paid prior to their respective due dates shall be deemed paid in inverse order of their due dates, now therefore

BE IT RESOLVED that the Common Council for the City of Hartford, South Dakota, does hereby approve the Special Assessment Roll for improvements in conjunction with the 2019 N Vandemark Road Project.

Said roll is on file in the City Finance Office.

Dated this 17th day of December, 2019.

Mayor Jeremy Menning

(seal)

ATTEST:

Karen Wilber
Hartford Finance Officer

**STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA**

On the 17th day of December, 2019, before me Jeremy Menning, Mayor of Hartford, and Karen Wilber, Finance Officer, the undersigned officers, personally appeared before me or satisfactorily proven to be the person(s) whose name is subscribed to the within instrument and acknowledge that they executed the same of the purposed there contained. In witness whereof I hereunto set my hand and official seal.

Notary Public

My commission expires:

(seal)

CERTIFICATE OF ENACTMENT

I, Karen Wilber, duly appointed Finance Officer of the City of Hartford, Minnehaha County, South Dakota, do hereby certify that the attached and foregoing Resolution #2019-18 was duly and properly enacted by the Common Council of the City of Hartford at a regular meeting thereof called for such purpose on the 17th day of December, 2019.

Karen Wilber, Finance Officer

PREPARED BY:

NAME: Teresa Sidel

ADDRESS: 125 N Main Ave, Hartford, SD, 57033

PHONE: (605) 528-6187

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

RE: Vandemark Road Project

December 4, 2019

Dear Property Owner,

As you know, the city has just completed the Vandemark Road Project that included street, curb, gutter, and sidewalks on N Vandemark Road from Highway 38 north to the city limits. The Hartford City Council passed a resolution of necessity in March of 2019 to begin this project. Now that we have seen substantial completion of the project, the city will be assessing the properties abutting this project for part of the improvements – including street and sidewalks.

The actual cost for all street improvements is \$111.82 per linear foot and the actual cost of the sidewalk improvements is \$28.05 per linear foot, which is a total of \$139.87 for properties that have both street and sidewalk improvements that abut their property. But, the city's current general assessment policy caps any street and sidewalk improvements combined at \$100 per linear foot. So, with this project, all properties have been capped at \$100.00 per linear footage.

On December 17, 2019 at 7:05 p.m., the Hartford City Council will review an assessment roll for Resolution 2019-18. This is an open hearing and we invite you to attend and voice any questions or concerns. The enclosed roll shows which properties had street and sidewalks improvements, the linear footage of the abutting property minus any 25-foot credit for corner lots, the actual cost amount of the improvements and the total assessment due with the \$100 per foot cap. The "Total Assessment Due w/Cap" is the amount that is due to the city for this improvement project.

Once the Hartford City Council approves the roll and the amounts due to the city, you will have two options for payment.

1. Payment Option #1 (Pay in Full) – You may pay the City in full the amount of the assessment due, with no interest, prior to 5:00 p.m. on October 1, 2020.
2. Payment Option #2 (Payment Plan) – If you do not pay the assessment before 5:00 p.m. on October 1, 2020, any outstanding amount due will be filed at the Minnehaha County Court House and will be payable in 10 installments (10 years) at 10% per annual interest rate. Minnehaha County will mail a bill to you early each year, showing the payment due that year with interest. This payment is due prior to your first payment of your property taxes. Please note that if you chose to do the 10-year payment plan, you may pay off the assessment or any portion of the assessment early – just contact city hall.

If you have any questions regarding this sidewalk assessment, please feel free to stop at city hall or call us at 528-6187.

Sincerely,
Teresa Sidel, Hartford City Administrator

ORDINANCE #681 - SUPPLEMENTAL APPROPRIATIONS ORDINANCE

AN ORDINANCE OF THE CITY OF HARTFORD, SOUTH DAKOTA, PROVIDING FOR A 2019 SUPPLEMENTAL APPROPRIATION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF HARTFORD, SOUTH DAKOTA THAT THE FOLLOWING SUM IS SUPPLEMENTALLY APPROPRIATED TO MEET THE OBLIGATIONS OF THE MUNICIPALITY:

Pursuant to SDCL 9-21-7, a supplemental appropriation in the amount of \$152,994.71 is hereby authorized. Means of finance is the unassigned fund balance in the amount of \$152,994.71 from the general fund reserve account to the annual budget of general fund.

Fund 101 - General Fund

Expenditures

Finance Office-Professional Services	\$5,000.00
Finance Office-Supplies	\$5,000.00
Finance Office-Other	\$1,000.00
Fire Department-Equipment Replacement	\$40,000.00
Streets-Surfacing	\$21,250.00
Streets-Supplies	\$856.00
Streets-Equipment	\$5,000.00
Recreation Program-Insurance	\$144.71
Parks-Repairs & Maintenance	\$30,587.00
Parks-Capital Improvements	\$40,657.00
Downtown Hartford-Capital Improvements	\$3,500.00
Total Appropriation	<u>\$152,994.71</u>

Means of Finance

Reserves-General Fund (101)	<u>\$152,994.71</u>
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Pursuant to SDCL 9-21-7, a supplemental appropriation in the amount of \$1,125,000.00 is hereby authorized. Means of finance is the transfer in of unassigned fund balance in the amount of \$653,000.00 from the general fund reserve account, the transfer in of unassigned fund balance in the amount of \$232,000.00 from the water fund reserve account and the transfer in of unassigned fund balance in the amount of \$240,000.00 from the sewer fund reserve account to the annual budget of the Mickelson Road Capital Project fund.

Fund 505 - Mickelson Road Project

Expenditures

Mickelson Road-Streets	\$653,000.00
Mickelson Road-Water	\$232,000.00
Mickelson Road-Sewer	\$240,000.00
Total Appropriations	<u>\$1,125,000.00</u>

Means of Finance

Reserves-Transfer from General Fund (101)	\$653,000.00
Reserves-Transfer from Water Fund (602)	\$232,000.00
Reserves-Transfer from Sewer Fund (604)	\$240,000.00
	<u>\$1,125,000.00</u>

Pursuant to SDCL 9-21-7, a supplemental appropriation in the amount of \$1,572,728.00 is hereby authorized. Means of finance is sales tax bonds in the amount of \$1,507,876.00 and the transfer in of unassigned fund balance in the amount of \$64,852.00 from the general fund reserve account to the annual budget of the Vandemark Street Capital Project Fund.

Fund 506 - Vandemark Street Project

Expenditures	
Vandemark Street-Streets	\$1,032,728.00
Vandemark Street-Water	\$190,000.00
Vandemark Street-Professional Services	\$250,000.00
Vandemark Street-Sewer	\$100,000.00
Total Appropriations	<u>\$1,572,728.00</u>

Means of Finance	
Sales Tax Bond	\$1,507,876.00
Reserves-Transfer from General fund(101)	\$64,852.00
	<u>\$1,572,728.00</u>

Pursuant to SDCL 9-21-7, a supplemental appropriation in the amount of \$2,256.00 is hereby authorized. Means of finance is the unassigned fund balance in the amount of \$2,256.00 from the water fund reserve account to the annual budget of water fund.

Fund 602 - Water Fund

Expenditures	
Administration-Supplies	\$856.00
Water Deposit Refunds	\$1,400.00
Total Appropriations	<u>\$2,256.00</u>

Means of Finance	
Reserves-Water Fund (602)	<u>\$2,256.00</u>

Pursuant to SDCL 9-21-7, a supplemental appropriation in the amount of \$77,846.23 is hereby authorized. Means of finance is the unassigned fund balance in the amount of \$77,846.23 from the sewer fund reserve account to the annual budget of sewer fund.

Fund 604 - Sewer Fund

Expenditures	
Debt Service-Principal	\$94.40
Sewer-Salaries	\$1,500.00
Sewer-Supplies	\$856.00
Sewer-Land	\$4,548.33
Sewer-Equipment	\$1,147.50
Sewer-Capital Projects	<u>\$69,700.00</u>

Total Appropriations

\$77,846.23

Means of Finance

Reserves-Sewer Fund (604)

\$77,846.23

The Finance Officer is hereby directed to transfer the said amount and to show such action on the proper records of the City.

Adopted this 17th Day of December 2019.

Jeremy Menning, Mayor

(seal)

ATTEST: _____

Karen Wilber
Finance Officer

First Reading: November 19, 2019
Second Reading & Adoption: December 17, 2019
Publication: December 26, 2019
Effective Date: January 15, 2020

2019 Supplemental Appropriation - Explanation:
(Ordinance 681)

A supplemental appropriation ordinance is in this packet (Ordinance #681). A supplemental appropriation allows the City to use money from the city's reserve accounts (our saving accounts) for unplanned expenses, expenses that were not known when we completed the 2019 budget back in September of 2018, or items that were added by the city council throughout the year. It also allows the city to add to the budget any additional expenses that are close to going over budget for all funds – contingency money in the budget can only be used for the General Fund so if additional money is needed in other funds, a supplemental appropriation must be passed. Please let me know if you have any questions or need further explanation.

THE FOLLOWING AMOUNTS WILL BE TRANSFERRED FROM THE CITY'S RESERVE ACCOUNTS TO THE APPROPRIATE EXPENSE ACCOUNT TO COVER UNFORESEEN EXPENSES, EXPENSES THAT ARE GOING OVER THEIR ORIGINAL BUDGET AMOUNT, OR EXPENSES THAT HAVE BEEN ADDED BY THE COUNCIL THROUGHOUT THE YEAR.

GENERAL FUND (101) - \$152,994.71

The following expense in the general fund will be paid from the general fund reserve (savings) account.

- **Finance Office – Professional Services - \$5,000.00:** This is for incorporation fees that were approved by the city council for the Hometown Christmas Committee – Approved by CC on 5/7/19 and the Downtown Committee – Approved by CC on 4/16/19.
- **Finance Office – Supplies - \$5,000.00:** This is for supplies for the Recreation Director that were approved by CC on 12/18/18.
- **Finance Office – Other - \$1,000.00:** This is for the compensation study that was approved by the CC on 5/21/19.
- **Fire Department -Equipment Replacement - \$40,000.00:** The Hartford Fire Department asked the city council to release \$30,000 on 5/21/19 for a new tender truck and then asked the council to release another \$35,000 on 8/20/19 for a new EMS truck – both were approved by the council. Although this is a total of \$65,000, \$25,000 was already in the budget this year so we only need to supplement the remaining \$40,000.
- **Streets -Surfacing - \$21,250.00:** Craig asked the council to increase the slurry seal budget another \$15,000 – this was approved by CC on 11/20/18. We also decided to do a mastic repair on Western Avenue since the county was doing their portion – this resulted in another increase needed for \$6,250, which was approved by CC on 5/6/19.
- **Streets -Supplies - \$856.00:** This is for 1/3 of the jersey barriers that were purchased after CC approval on 7/2/19.
- **Streets – Equipment - \$5,000.00:** Craig asked the council to increase the budget for a new pickup from \$20,000 to \$25,000 since we were having a hard time locating a decent truck for the \$20,000. This additional \$5,000 was approved by CC on 1/15/19.
- **Recreation Program - \$144.71:** We paid out an insurance payment in November, which placed this account in the negative. Towards the end of the year, we always have an additional workman's comp invoice after they audit our estimated numbers against our actual numbers and this year we ended up paying a little more in premiums, which is distributed against all account.
- **Parks – Repairs/Maint - \$30, 587.00:** After an ice storm this last year, quotes were received to repair the fencing at the sports complex. This expense was not in our original budget. The cost of the repairs was approved by the council on 11/7/2018.
- **Parks -Capital Improvements - \$40,657.00:** This amount is for grading at the sports complex that were budgeted in 2018 but not paid until 2019. We need to add this expense to our 2019 budget. (This amount was increased since we paid the final invoice in December)
- **Libraries – Capital Improvements - \$3,500.00:** This was the cost of the mural that was placed on the Library outside wall. This expense was approved by the CC on 3/19/19.

CAPITAL PROJECTS FUND – MICKELSON ROAD (505)- \$1,125,000.00

The following expenses in the capital projects fund 505-Mickelson Road fund will be paid from the general fund reserve (savings) account, the water fund reserve (savings) account and the sewer fund reserve (savings) account. Only \$1,000,000 was placed in the 2019 budget for the Mickelson Road project since we thought we might pay some of the culvert expense out of our 2018 budget. Since that did not happen, more expenses were paid out of the 2019 budget than anticipated and we need to transfer funds to cover these expenses. (The need to transfer extra money from our general, water and sewer fund was known at budget time and figured into our ending cash balance – this will just correct our budget and not change our cash)

- **Mickelson Road – Streets - \$653,000.00:** This should cover expenses for this year.
- **Mickelson Road – Water - \$232,000.00:** This should cover expenses for this year.
- **Mickelson Road – Sewer - \$240,000.00:** This should cover expenses for this year.

CAPITAL PROJECTS FUND – VANDEMARK AVENUE (506)- \$1,572,728.00

Nothing was budgeted in 2019 for Vandemark Avenue since the petition for improvements was not received until December of 2018 – after the budget was set. The sales tax bond we received for this project will pay the majority of these expenses and then we will transfer \$64,852 from the general fund to pay for the rebuild of 9th Street from Vandemark to Par Tee Drive that was approved by the City Council on 9/3/19. We need to add the following dollar amounts into the budget for the Vandemark Avenue Project.

- **Vandemark Ave – Streets - \$1,032,728.00:** This should cover expenses for this year.
- **Vandemark Ave – Water - \$190,000.00:** This should cover expenses for this year.
- **Vandemark Ave – Professional Services - \$250,000.00:** This should cover expenses for this year.
- **Vandemark Ave – Sewer - \$100,000.00:** This should cover expenses for this year.

WATER FUND (602)- \$2,256.00

The following expenses in the water fund will be paid from the water fund reserve (savings) account.

- **Adm & General – Supplies - \$856.00:** This is for 1/3 of the jersey barriers that were purchased after CC approval on 7/2/19.
- **Water Deposits – Payments to City - \$1,400.00:** When people move and a water account is closed, the city uses any deposit money we have to pay the final water bill on that account. Budget funds placed in this account are estimates from previous years but the money we pay out is solely based on the number of people moving – which we cannot predict. I believe we will need an additional \$1,400 in budget to cover water deposits that are paid out to the city for final bills.

SEWER FUND (604)- \$77,846.23

The following expenses in the sewer fund will be paid from the sewer fund reserve (savings) account.

- **Debt Service – Principal on Mickelson Rd Loan - \$94.40:** Amounts placed into our 2019 budget for this loan payment were based on the amortization schedule that was given to the city. The first year payment on this schedule was off so this will correct our budget to reflect the correct payment amount.
- **Sewer – Salaries - \$1,500.00:** This is to cover salary expense till the end of the year.
- **Sewer – Supplies - 856.00:** This is for 1/3 of the jersey barriers that were purchased after CC approval on 7/2/19.
- **Sewer - Land - \$4,548.33:** This is to cover the land we purchased from Richard Brower along Highway 38, which was approved by the CC on 7/16/19.
- **Sewer – Equipment - \$1,147.50:** This is for an upgrade to the city’s billing software for the new meter reading system. This was an unknown expense at budget time.
- **Sewer - Capital Improvements - \$69,700.00:** \$40,200 of this is for engineering fees for the Western Sewer Project to develop plans and to help with grant submittals. This was not in our budget because it was not approved by the CC until 1/15/19. \$13,500 of this is for engineering fees for the wastewater treatment facility that were not placed in budget. \$16,000 of this is for final payments on the Vandemark Sewer project that was budgeted in 2018 but not paid until 2019.

ORDINANCE NO. 683

AMEND ZONING REGULATION #627 **FENCE REGULATIONS**

AN ORDINANCE OF THE CITY OF HARTFORD, SD, AMENDING ORDINANCE 627, THE 2016 REVISED ZONING ORDINANCE OF THE CITY OF HARTFORD, SD, BY AMENDING CHAPTER 12, SECTION 12.08 (B, C, & K) – FENCES.

BE IT ORDAINED BY THE CITY OF HARTFORD, SD:

That Ordinance 627, Chapter 12, Section 12.08 – Fences shall be amended as follows:

Fences may be erected in required yards, provided they meet or exceed the following requirements:

- A. No fence shall be erected or substantially altered without securing a placement permit from the Zoning Administrator. All such permits shall be issued upon a written application which shall set forth the type of fence to be constructed, the material to be used, height and exact location of the fence.
- B. Exposed electrical and other abnormally dangerous fences are prohibited within all districts. No barbed wire fence shall be erected or maintained except in NRC or HI districts. Within HI districts, a fence can only be topped with barbed wire beginning at a height of at least six (6) feet above grade.
- C. Within all districts, fences shall be constructed with materials customarily used and manufactured as common fence materials. This shall include ornamental iron, vinyl, masonry, stone, pressure treated wood or wood having a natural resistance to decay, and chain link. All other materials must secure a conditional use permit from the Planning and Zoning Board.
- D. No fence shall be erected or maintained in such manner as to unreasonably obstruct the view of others or their access to light or air.
- E. For R, MH, NC or CB District - Fences may be erected or maintained; provided that no fence over four (4) feet in height shall be erected or maintained in any front yard. On corner lots and double frontage lots, fences shall be no more than four (4) feet in height in the required front yard; however, fences no more than six (6) feet in height may be allowed in the second front yard when setback a minimum of ten (10) feet from the property line. In no case shall fences exceed a height of six (6) feet.
- F. For CC and RC District - Fences may be erected or maintained; provided that no fence over four (4) feet shall be erected or maintained in any required front yard. On corner lots and double frontage lots, fences shall be no more than four (4) feet in height in the required front yard; however, fences no more than eight (8) feet in height may be allowed in a second front yard when setback a minimum of ten (10) feet from the property line. In no case shall fences exceed a height of eight (8) feet.
- G. For LI and HI District - Fences may be erected in front, side and rear yards. In no case shall fences exceed a height of eight (8) feet
- H. No fence shall be erected which violates *12.02 - Visibility at Intersections*.

- I. There is no maximum fence height for public golf courses, public swimming pools, school track and field areas, parks, ball parks and public tennis courts on any portion of the lot. Fences associated with these uses shall not be more than 30 percent solid.
- J. Fences that are adjacent to alleys shall be set back five (5) feet from the street/boulevard right-of-way.
- K. All fences or walls shall be located entirely within the property of the person or firm constructing the fence unless the owner of the adjoining property agrees, in writing and submitted to the City, that such fence may be erected on the common property line of the respective properties. All property line discrepancies shall be handled by the property owners and not by the City. It is the property owner's responsibility to determine where the lot lines are located - the city can assist with this but cannot guarantee the location of your lot lines. If there is any doubt, a survey is recommended.
- L. The height of fences shall be determined as measured from the highest grade elevation on either side of the fence wall to the top of the fence.
- M. Any structure placed within an easement that impedes the access or intended use of that easement may be removed by the City or the City's representative at the owner's expense.
- N. No fences may be built within drainageways and/or on drainage easements.

Adopted this 7th day of January 2020.

Jeremy Menning, Mayor

ATTEST:

Karen Wilber, Finance Officer

Seal

First Reading: December 17, 2019
Second Reading & Adoption: January 7, 2020
Publication: January 16, 2020
Effective Date: January February 5, 2020

CHANGES SHOWN TO ORDINANCE #627 – SECTION 12.08 - Fences

Fences may be erected in required yards, provided they meet or exceed the following requirements:

- A. No fence shall be erected or substantially altered without securing a placement permit from the Zoning Administrator. All such permits shall be issued upon a written application which shall set forth the type of fence to be constructed, the material to be used, height and exact location of the fence.
- B. Exposed electrical and other abnormally dangerous fences are prohibited within all districts. No barbed wire fence shall be erected or maintained except in NRC or HI districts. Within HI districts, a fence can only be topped with barbed wire beginning at a height of at least six (6) feet above grade.
- C. Within all districts, fences shall be constructed with materials customarily used and manufactured as common fence materials. This shall include ornamental iron, vinyl, masonry, stone, pressure treated wood or wood having a natural resistance to decay, and chain link. All other materials must secure a conditional use permit from the Planning and Zoning Board.
- D. No fence shall be erected or maintained in such manner as to unreasonably obstruct the view of others or their access to light or air.
- E. For R, MH, NC or CB District - Fences may be erected or maintained; provided that no fence over four (4) feet in height shall be erected or maintained in any front yard. On corner lots and double frontage lots, fences shall be no more than four (4) feet in height in the required front yard; however, fences no more than six (6) feet in height may be allowed in the second front yard when setback a minimum of ten (10) feet from the property line. In no case shall fences exceed a height of six (6) feet.
- F. For CC and RC District - Fences may be erected or maintained; provided that no fence over four (4) feet shall be erected or maintained in any required front yard. On corner lots and double frontage lots, fences shall be no more than four (4) feet in height in the required front yard; however, fences no more than eight (8) feet in height may be allowed in a second front yard when setback a minimum of ten (10) feet from the property line. In no case shall fences exceed a height of eight (8) feet.
- G. For LI and HI District - Fences may be erected in front, side and rear yards. In no case shall fences exceed a height of eight (8) feet
- H. No fence shall be erected which violates *12.02 - Visibility at Intersections*.
- I. There is no maximum fence height for public golf courses, public swimming pools, school track and field areas, parks, ball parks and public tennis courts on any portion of the lot. Fences associated with these uses shall not be more than 30 percent solid.
- J. Fences that are adjacent to alleys shall be set back five (5) feet from the street/boulevard right-of-way.
- K. All fences or walls shall be located entirely within the property of the person or firm constructing the fence unless the owner of the adjoining property agrees, in writing and submitted to the City, that such fence may be erected on the common property line of the respective properties. All property line discrepancies shall be handled by the property owners and not by the City. It is the property owner's responsibility to determine where the lot lines are located - the city can assist with this but cannot guarantee the location of your lot lines. If there is any doubt, a survey is recommended.
- K. ~~The installation of a fence shall be in a manner as to which access to the City for the purposes of reading or maintaining utility meters is provided.~~

- L. The height of fences shall be determined as measured from the highest grade elevation on either side of the fence wall to the top of the fence.
- M. Any structure placed within an easement that impedes the access or intended use of that easement may be removed by the City or the City's representative at the owner's expense.
- N. No fences may be built within drainageways and/or on drainage easements.

RESOLUTION NO. 2019-19

RESOLUTION GIVING APPROVAL TO CERTAIN SEWER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the “Act”) as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; or any system for the control of floods and drainage; or any combination thereof, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned and is authorized to pledge the net income or revenues from the system in accordance with Section 15 of the Act; and,

WHEREAS, the City of Hartford (the “City”) currently operates a sewer system for the collection, treatment and disposal of sewage and other domestic, commercial and industrial wastes; and for the control of floods and drainage and has determined that improvements to the sewer facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its sewer system; and,

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its sewer system for the purpose of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes (the “System”) and has applied to the South Dakota Conservancy District (the “District”) for a Clean Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the City shall adopt rates and charges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the City as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

“Act” means South Dakota Codified Laws Chapter 9-40.

“Loan” means the Loan made by the South Dakota Conservancy District to the City pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

“Project” means the City of Hartford Western Avenue Sewer Improvement Project.

“Revenue Bond” means the revenue bond or bonds issued the date of the Loan Agreement by the City to the South Dakota Conservancy District to evidence the City’s obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

“System” means the City’s system of collecting, treating and disposing of sewage and other domestic, commercial and industrial wastes.

SECTION 2. Declaration of Necessity and Findings.

2.1. Declaration of Necessity. The City hereby determines and declares it is necessary to construct and finance improvements to its System described as the Project.

2.2. Findings. The City does hereby find as follows:

2.2.1. The City hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the City and its inhabitants, and will make the City unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-2, and the federal Clean Water Act, and the nature of the improvements financed, the City hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The City hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, that only the net income from the system as improved, financed by the Revenue Bond, be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$1,334,000 of the costs of the Project through the issuance of bonds payable from net revenues of the system and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the “Loan Agreement”), the form of which is on file with the City Finance Officer (the “Finance Officer”) and open to public inspection, between the City as Borrower and the District, are hereby in all respects authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the attorney for the City deems appropriate and approves, for and on behalf of the City. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the City set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$1,334,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the “Revenue Bond”) shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal of, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City hereby irrevocably pledges to the South Dakota Conservancy District all income and revenues of the System, including, without limitation, fees, charges to users of the System, penalties and hook-up fees, sign-up fees, proceeds of business interruption insurance, proceeds from the sale of property constituting part of the System and investment income on all such revenues, but only to the extent that the revenues exceed the amounts necessary to operate and maintain the System, provided there shall be excluded from this pledge the proceeds of any federal or state grant or loan, and the investment income therefrom, to the extent such exclusion is a condition of such grant or loan. The City covenants and agrees to charge rates for all services from the System or establish charges or rates which will be sufficient to provide for the payments upon the Revenue Bond issued

hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the System, and depreciation, and the Rate Ordinance shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Rates, Certification, Segregation and Review.

4.1. Rates and collection There shall be charged rates for each fiscal year which shall ensure that its Net Revenues Available for Debt Service will equal at least 110% of its System Debt Service for such fiscal year.

4.2. Certification. In each fiscal year, or as soon as practicable, and in any event by the date of the delivery of the unaudited financial statements required in the Loan Agreement, the City shall (a) calculate its Net Revenues Available for Debt Service and System Debt Service for the fiscal year, and (b) certify such figures to the South Dakota Conservancy District. The certification described in clause (b) of the preceding sentence shall be substantially in the form of the certificate attached as Appendix E to the Loan Agreement. If the City fails to meet the Rate Covenant set forth in Section 6.4 of the Loan Agreement, the City shall supply the District with quarterly reports on the actions it is taking to correct its coverage deficiency until it delivers an annual coverage certificate showing compliance with the first sentence of this Section.

4.3. Segregation. The Finance Officer shall setup bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue.

4.4. Periodic review. The sewer rates shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement's rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The rates may be set by ordinance or resolution in accordance with this Section. The rate ordinance or resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional

bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of net income of the System and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the sewer system account of the City and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the ordinances and resolutions of the City of Hartford, South Dakota (collectively the “Rate Ordinance”). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City’s governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15, or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the City Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Common Council.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (“the Code”) and applicable Treasury Regulations (the “Regulations”).

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal, interest and Administrative Surcharge on the

Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 15. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Adopted at Hartford, South Dakota, this 17th day of December 2019.

APPROVED:

Jeremy Menning - Mayor

(SEAL)

Attest: _____
Karen Wilber – Finance Officer

Published: December 26, 2019
Effective: January 15, 2020

Hartford Area Fire & Rescue

Hartford City Council information:

October

13 total calls

4 calls in Hartford

Training: EMS Pediatric cardiac arrest

Fire Pump operations

South Dakota EMS conference and training—3 members attended the training.

November

27 total calls

11 calls in Hartford

Training: EMS Airway emergencies

Fire Preplanning emergency operations for city structures.



Chamber and Economic Development Director's Report November 2019

Hartford Area Chamber of Commerce

- Two new members joined in October: Hartford Spinal Care and Mellow Daze Boutique
- Buffalo Ridge Brewing hosted the membership mixer.
- Work continues on #DiscoverHartford videos and stories.
- Organized ribbon cutting for Edward Jones – Abby O'Hara and Dave & Co – Hegg Realtors.
- Started putting together the Winter 2019 newsletter.
- Participated in Events, Executive, Marketing, Governance, and Ambassador Committee meeting and planning.
- Worked with Chamber volunteers to help plan the HTC Christmas Breakfast.
- Attended the annual MACE Board retreat in Okoboji. Each state is allotted three Board positions and I serve as one of South Dakota's.

Hartford Area Development Foundation

- Ongoing communication with the following projects: Coronet, Champion, Biltmore, Daycare, Apollo, Lemonade Stand, Galaxy, Caboose, Jack, Washington, Spirit, and Auction.
- Worked with NCDS to conduct nearly 40 visits to Hartford area stakeholders to determine the feasibility of a capital campaign.
- Met with several business bankers from a Sioux Falls area bank to discuss Hartford development and opportunities.
- Conducted Business Retention and Expansion visits with nearly 20 Hartford businesses.
- Helped organize the groundbreaking ceremony for the Hartford Building Center.
- With professors at DSU to discuss potential opportunities of partnership between our organizations.

Other

- Assisted DTHI with the inaugural Witches & Warlocks Wine Walk.
- Met with a representative from Humboldt to discuss creating a stronger partnership.
- Attended the LCEDA/MCEDA Annual Meeting. Hartford was nominated as one of the top three Innovative Communities of 2019.
- Met with Active Generations to discuss their organizations services in Hartford.

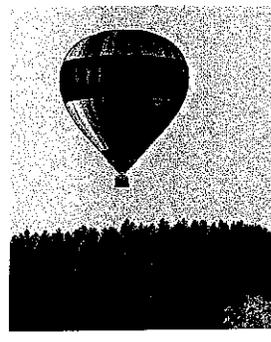
On the Horizon

- Dec 4 – 13 – Out of the Office
- Dec 17 – Meeting with Stone Group Architects
- Dec 18 – MCEDA Board Meeting
- Dec 19 – DTHI Meeting
- Dec 19 – Mixer at Hartford Spinal Care



Facebook Data –Nov 5 – Dec 2

- Hartford Area Development Foundation
 - o Likes: 646
 - o New Page Likes: 5
 - o Post Reach: 6,258
 - o Engagements: 1,628
- Hartford Area Chamber of Commerce
 - o Likes: 1,211
 - o New Page Likes: 13
 - o Post Reach: 5,885
 - o Engagements: 2,786



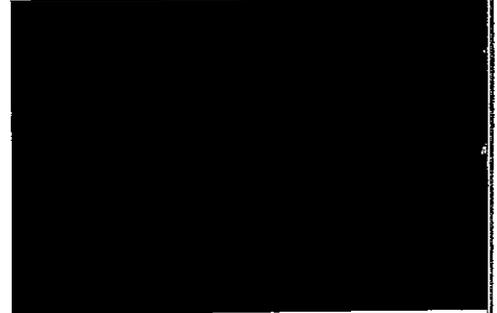
Registration Information



To view the most up-to-date conference information as well as to register for the conference, please visit:
SouthDakotaTourismConference.com

If you prefer not to register online, please call
Teresa Tople at 605-773-3301.

SOUTH DAKOTA GOVERNOR'S CONFERENCE ON TOURISM
PIERRE • JANUARY 21-23, 2020



Conference Fees

\$75 STUDENT REGISTRATION

Must provide a copy of a valid student identification card with registration. Payment must accompany registration.

\$235 EARLY FULL REGISTRATION

Payment must accompany registration and must be postmarked by December 19, 2019.

\$285 FULL REGISTRATION

This applies to all registrations postmarked/submitted by January 15, 2020. Payment must accompany registration.

\$335 ON-SITE REGISTRATION

Payment is due upon registration.

\$175 WEDNESDAY OR THURSDAY ONLY REGISTRATION

Only able to attend one day? No problem. For \$175, you may register for one day of the conference. Payment must accompany registration and be received by January 15, 2020. Includes all sessions and meal functions for that day.

Full registration includes all sessions and meal functions.

Additional Options

\$50 ADDITIONAL AWARDS NIGHT GALA TICKETS

One Awards Night Gala ticket is included with each conference registration and the Thursday-only registration. There are a limited number of additional tickets available for purchase on a first-come, first-served basis.

SPONSOR REGISTRATION

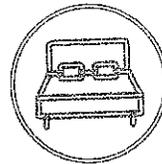
Sponsors should contact the department for registration information at 605-773-3301 or Jacey.Jessop@TravelSouthDakota.com.

SouthDakotaTourismConference.com



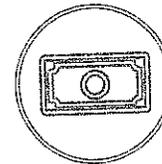
CONFERENCE DRESS

TUESDAY • Wear red for Tourism Day at the Capitol
WEDNESDAY • Business logo apparel day
WEDNESDAY NIGHT • Best 1920s attire
THURSDAY • Business casual
THURSDAY NIGHT • Formal/semi-formal/business attire



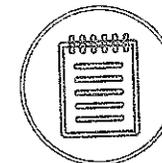
LODGING

There are a number of places to stay in the Pierre/Fort Pierre area. Please check the conference website for a complete listing of properties. Due to the high number of conference attendees and legislators in town, early booking is encouraged.



REFUND POLICY

In case of cancellation, half of your conference registration fee will be refunded upon written request to the Department of Tourism by February 5, 2020.



NOTES

All meal functions are included in your conference registration fee. Table occupants must be registered conference attendees. A limited number of additional Awards Night Gala tickets are available for purchase.

The conference is held in a physically accessible building. If you have other special needs or requests, please notify the Department of Tourism within 48 hours of the event at 605-773-3301.

The 2020 Governor's Conference on Tourism is solely funded through registration fees and sponsorships.



CONFERENCE SCHEDULE

Additional details will be added as they become available. Please check back for updates. Further information is accessible by clicking on the "+" sign to the right of each event.

We also offer a printer-friendly, one-page [Schedule at a Glance](#).

TUESDAY, JANUARY 21

10:00am -
11:30am VIA Meeting *Amphitheater I*

1:00pm -
7:00pm Registration *Lobby*

1:30pm -
3:00pm Tourism Day at the Capitol

5:00pm -
6:30pm Opening Reception *Gallery C, D, E, F, G*

6:30pm -
10:00pm Open Evening

WEDNESDAY, JANUARY 22

6:30am -
8:30am Breakfast *Ramkota Courtyard*

6:30am -
7:30am Yoga *Gallery D*

7:00am -
5:00pm Networking Lounge *Lake Sharpe A, B*

7:00am -
4:00pm Registration *Lobby*

8:45am -
9:00am Welcome *Gallery A, B, C*

9:00am -
10:30am General Session *Gallery A, B, C*

10:30am -
11:00am Networking Break *Lobby*

11:00am -
12:00pm Concurrent Breakout Session *Amphitheater II*

11:00am -
12:00pm Concurrent Breakout Session *Gallery E, F, G*

11:00am



1:30pm	Tourism Briefing Luncheon <i>Gallery A, B, C</i>
1:45pm - 3:00pm	Industry Sidebars <i>Gallery D, E</i>
1:45pm - 3:00pm	Industry Sidebars <i>Lewis & Clark A, B</i>
1:45pm - 3:00pm	Industry Sidebars <i>Gallery F, G</i>
3:00pm - 3:30pm	Networking Break <i>Lobby</i>
3:30pm - 5:00pm	General Session <i>Gallery A, B, C</i>
7:00pm - 10:00pm	Reception <i>Gallery A, B, C</i>

THURSDAY, JANUARY 23

6:30am - 7:30am	Yoga <i>Gallery D</i>
6:30am - 8:30am	Breakfast <i>Ramkota Courtyard</i>
7:00am - 4:00pm	Networking Lounge <i>Lake Sharpe A, B</i>
7:00am - 4:00pm	Registration <i>Lobby</i>
9:00am - 10:30am	General Session <i>Gallery A, B, C</i>
10:30am - 10:50am	Networking Break <i>Lobby</i>
10:50am - 11:50am	Concurrent Breakout Session <i>Amphitheater I</i>
10:50am - 11:50am	Concurrent Breakout Session <i>Gallery E, F, G</i>
10:50am - 11:50am	Concurrent Breakout Session <i>Amphitheater II</i>
12:00pm - 1:15pm	Luncheon <i>Gallery A, B, C</i>
1:45pm - 2:45pm	Concurrent Breakout Session <i>Lewis & Clark A, B</i>
1:45pm - 2:45pm	Concurrent Breakout Session <i>Amphitheater II</i>
1:45pm - 2:45pm	Concurrent Breakout Session <i>Amphitheater I</i>



3:15pm - 4:15pm	Concurrent Breakout Session <i>Amphitheater II</i>
3:15pm - 4:15pm	Concurrent Breakout Session <i>Lewis & Clark A, B</i>
3:15pm - 4:15pm	Concurrent Breakout Session <i>Amphitheater I</i>
5:30pm - 6:30pm	<i>Social Lobby</i>
7:00pm - 10:00pm	Awards Night Gala <i>Gallery A, B, C - Grand Galleria</i>

Great Faces Great Places

SHARE YOUR CONFERENCE EXPERIENCE WITH THE COMMUNITY

#SDTourism

Visit SDVisit.com for more about the Department of Tourism, our programs and plans, and what's ahead for the South Dakota tourism industry.



Industry newsletter sign-up

Get monthly updates on what's happening in the Department of Tourism.

South Dakota Department of Tourism
711 East Wells Avenue Pierre, SD 57501
605-773-3301
CONTACT US



Vandemark Roadway Improvements

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

Update | All punch list items are complete and the project is ready for final payment. Stockwell staff will be finishing record drawings and coordinating closeout.

Action | The final pay application and closeout documents will be presented for council consideration. Our office recommends approval.

Mickelson Road Improvements

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



Update | All punch list items are complete and the project is ready for final payment. Stockwell staff will be working on record drawings for the project and conducting a LOMR to finalize elevations with FEMA.

Action | The final pay application and closeout documents will be presented for council consideration. Our office recommends approval.



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 week of December 16. A presentation of the finalized CIP is planned for the first council meeting in January.



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 preparing an informational presentation for the first council meeting in January. 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



AGREEMENT FOR PROFESSIONAL SERVICES

Project: Annual Municipal Engineering Services

Stockwell Project No.: F2012

This Agreement for Professional Services (hereinafter "Agreement") is made and entered into this 9th day of December, 2019, by and between **STOCKWELL ENGINEERS, INC.**, 801 North Phillips Avenue, Suite 100, Sioux Falls, SD 57104, (hereinafter "Engineer") and **CITY OF HARTFORD**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Hartford

Address: 125 N Main Avenue | Hartford, SD 57033

Phone No. (605) 528-6187

Fax No. (605) 528-3320

Scope of Services: Client hereby agrees to retain Engineer to perform the Services as outlined in the attached Proposal for Professional Services dated December 9, 2019. In general, the Project consists of providing engineering services as requested by the Client (the "Project").

Schedule: Services shall be performed according to the schedule outlined in the attached Proposal for Professional Services dated December 9, 2019. The period of service for the Project will be the calendar year of 2020 or until Stockwell Engineers is no longer the appointed engineers for the City.

Compensation: In consideration of these Services, the Client agrees to pay Engineer compensation as follows:

Basic Compensation: Hourly time and materials excluding sales tax.

Additional Services Multiplier: 1.0 times the expense incurred by the Engineer

Reimbursable Expense Multiplier: 1.0 times the expense incurred by the Engineer

The attached Proposal for Professional Services, Schedule of Billing Rates and Standard Terms and Conditions are made a part hereof and incorporated into this Agreement.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

STOCKWELL ENGINEERS, INC.

Signed: _____

Signed: _____

Name (printed): _____

Name (printed): Jon Brown, P.E.

Title: _____

Title: President

Date: _____

Date: _____

Proposal for Professional Services

City of Hartford
Annual Municipal Engineering Services



December 9, 2019

Ms. Teresa Sidel
City of Hartford
125 N Main Avenue
Hartford, SD 57033

BY EMAIL ONLY
cityhall@hartfordsd.us

Re: Proposal for Professional Services
Annual Municipal Engineering Services

Dear Teresa,

Thank you for your consideration of our proposal. Stockwell Engineers, Inc. (Stockwell) proposes to provide professional services for Annual Municipal Engineering Services (the "Project"). Stockwell's services will be provided in the manner described in this Proposal. The **City of Hartford** is referred to as the "Client."

Acknowledgments

Client: City of Hartford

Project: Annual Municipal Engineering Services

Whereas Client is desirous of retaining engineering services from Stockwell and both parties are desirous of working with each other. Now, therefore, the parties do hereby contract and agree as follows:

Stockwell agrees to provide "Force Account" services requested by the Client as outlined in this agreement's Scope of Work and in providing those services, agrees to work with the Client and will not engage in other work within the Client's municipal limits without written consent from the Client; and

Client agrees to contract separately with Stockwell for all engineering services as they relate to capital improvement projects throughout the duration of this agreement. Those services include but are not limited to the following:

- Wastewater collection and treatment design.
- Water distribution, storage and treatment design.
- Street, highway and parking lot design.

Proposal for Professional Services

City of Hartford

Annual Municipal Engineering Services

- Drainage analysis and design.
- Feasibility analysis and life cycle comparisons.
- Rail design.
- Development site planning and design.
- Recreation field and park system analysis, planning and design.
- Landscape analysis and design.
- Topographic, boundary and legal surveys.
- Hydrographic surveys.
- Construction inspection and staking.

Scope of Services

Task 1 | Municipal Engineering Services “Force Account”

- 1.1 In general, the Project consists of providing engineering services as requested by the Client (the “Project”). Possible services may include, but not limited to:
 - 1.1.1 Preparation of “Engineer’s Estimate” of probable construction costs.
 - 1.1.2 General planning items.
 - 1.1.3 Review of plat.
 - 1.1.4 Topographic survey.
 - 1.1.5 Inspection of developer paid construction project.
 - 1.1.6 Preparation of exhibits.
 - 1.1.7 Update of city maps.
 - 1.1.8 Meeting with Client staff.
- 1.2 All work associated with the Project will be limited to the hourly not to exceed annual budget. Notify Client if budget is met prior to the end of each calendar year so Client may provide Engineer direction for proceeding.

Period of Service

The period of service for the Project will be the calendar year of 2020 or until Stockwell Engineers is no longer the appointed engineers for the City.

Compensation

Compensation for services provided by Stockwell pursuant to this Proposal will be on an **hourly time and materials basis**. Stockwell’s current Hourly Rate Schedule is attached. Client must make payments in accordance with Item B of the Standard Terms and Conditions attached to this Proposal.

Capital Project services will be negotiated independently of Force Account. Capital project agreements will provide a detailed anticipated scope of work with fees to be determined based on scope.

Proposal for Professional Services

City of Hartford

Annual Municipal Engineering Services

Stockwell operates an independent business and is contracted to do work according to its own methods, without being subject to the control of the Client, except as to the project or the result of the work. The relationship between the Client and Stockwell shall be that as between an independent contractor and not as an employer-employee relationship.

The level of effort required of Stockwell to accomplish the services described in this Proposal may be affected by factors beyond Stockwell's control. Therefore, if it appears at any time compensation for services rendered will exceed the maximum compensation amount, Stockwell and Client agree Stockwell will not perform additional services or be entitled to additional compensation in excess of the maximum compensation amount until Stockwell and Client have agreed upon additional compensation for services to be rendered and Client has available funds to pay for Stockwell's services.

Sincerely,

STOCKWELL ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "Jon Brown", is written over the company name.

Jon Brown, P.E.
President

Schedule of Billing Rates

Effective January 1, 2020

Principal	\$236.00 per hour
Engineer VIII	\$223.80 per hour
Engineer VII	\$177.10 per hour
Engineer VI	\$166.50 per hour
Engineer V	\$156.20 per hour
Engineer IV	\$152.30 per hour
Engineer III	\$148.20 per hour
Engineer II	\$137.90 per hour
Engineer I	\$130.40 per hour
Engineer/Technology Student	\$61.70 per hour
Water System Advisor	\$150.00 per hour
Land Surveyor VII	\$171.70 per hour
Land Surveyor VI	\$163.40 per hour
Land Surveyor V	\$147.10 per hour
Land Surveyor IV	\$130.90 per hour
Land Surveyor III	\$125.10 per hour
Land Surveyor II	\$119.60 per hour
Land Surveyor I	\$108.00 per hour
Landscape Architect VI	\$162.20 per hour
Landscape Architect V	\$152.10 per hour
Landscape Architect IV	\$142.20 per hour
Landscape Architect III	\$132.30 per hour
Landscape Architect II	\$104.60 per hour
Landscape Architect I	\$98.10 per hour
Landscape Designer	\$78.10 per hour
Construction Manager II	\$148.00 per hour
Construction Manager I	\$137.50 per hour
Construction Inspector II	\$120.90 per hour
Construction Inspector I	\$111.10 per hour
Technician VI	\$127.00 per hour
Technician V	\$119.30 per hour
Technician IV	\$108.00 per hour
Technician III	\$98.10 per hour
Technician II	\$92.50 per hour
Technician I	\$86.90 per hour
Administration IV	\$98.20 per hour
Administration III	\$90.70 per hour
Administration II	\$83.10 per hour
Administration I	\$75.60 per hour
Electronic Survey Equipment	\$51.30 per hour
Mileage	current IRS mileage rate

Stockwell reserves the right to adjust the rates.

STANDARD TERMS AND CONDITIONS

A. Commencement of Services.

The Services will be commenced immediately upon receipt of the signed Proposal (the "Agreement"). If after commencement of the Services, the Project is delayed for any reason beyond Stockwell's control for more than 60 days, the terms and conditions contained herein will be subject to revision by Stockwell. Subsequent modifications to this Agreement must be in writing and signed by the parties to the Agreement.

B. Fees and Payment.

1.0 Invoices. Compensation for Services will be as designated in this Agreement. Services based on Stockwell's standard hourly rates will be those rates currently in effect at the time the Services are rendered. Hourly rates are subject to change upon 30 days' written notice, including during the term of this Agreement. Client must reimburse Stockwell for out-of-pocket expenses directly attributable to the Project, such as: (1) living and traveling expenses of Stockwell's employees when away from the home office on business connected with the Project; (2) phone and fax expenses; (3) copy costs applicable to the Services; and (4) additional contracted third-party services to be charged in accordance with the rates in effect at the time the services are rendered.

2.0 Payment Due. Stockwell will deliver to Client invoices monthly. Payment will be due within 30 days after the date of the invoice describing the Services performed and expenses incurred during the preceding month.

3.0 Failure to Pay. Client agrees timely payment is a material term of this Agreement and failure to make timely payment as agreed will constitute a breach hereof. In the event payment for Services rendered has not been made within 30 days from the date of the invoice, Stockwell may, after to Client giving 7 days' written notice, and without penalty or liability of any nature, and without waiving any claim against Client, suspend all Services to be performed. Upon receipt of payment in full for Services rendered, plus interest charges, Stockwell will continue with the Services, but all deadlines for Stockwell's performance of services will be extended for a period of time equal to the delay in Stockwell's receipt of payment. Payment of all compensation due Stockwell pursuant to this Agreement will be a condition precedent to Client using any of Stockwell's Services' work product under this Agreement.

4.0 Interest on Late Payments. In order to defray carrying charges resulting from delayed payments, interest at the rate of 1.5% per month will be added to the unpaid balance of each invoice. The interest period will commence 45 days after the date of the original invoice and will terminate upon date of payment. Payments will be first credited to interest and then to principal.

C. Owner's Responsibilities.

1.0 Client to Provide Information. Unless otherwise provided for under this Agreement, Client will provide information in a timely manner regarding requirements for and limitations on the Project, including Client's Program objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from Stockwell, Client must furnish the requested information as necessary and relevant for Stockwell to evaluate, give notice of or enforce lien rights.

2.0 Client to Provide Contractors. Client will furnish the services of a contractor who along with Client will be responsible for creating the overall Project Schedule. Client will adjust the Project Schedule, if necessary, as the Project proceeds.

3.0 Client to Provide Representative. Client will identify a representative authorized to act on Client's behalf with respect to the Project. Client will render decisions and approve Stockwell's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of Stockwell's Services.

4.0 Client to Provide Notice. Client will provide to Stockwell prompt written notice if Client becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in Stockwell's instruments of service.

D. Miscellaneous Provisions.

1.0 Insurance/Indemnification/Risk Allocation

1.1 Insurance/Limitation of Stockwell's Liability. Stockwell will maintain the following insurance coverages.

- (a) Worker's compensation insurance pursuant to state law.
- (b) Business automobile insurance covering claims for injuries to members of the public and/or damages to property of

others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with a combined single limit of \$1,000,000.

- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Stockwell with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.

1.2 Professional Liability. Stockwell agrees to indemnify and hold Client harmless from and against claims, losses, damages, expenses, costs, including reasonable attorney's fees and expenses, but only to the proportionate extent caused by the negligence of Stockwell.

1.3 Hazardous Materials – Indemnification by Client. Client understands and agrees Stockwell has not created nor contributed to the creation or existence of any types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to the Project with respect to which Stockwell has been retained to provide Services. The compensation to be paid Stockwell for Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants, from and against any and all claims, damages, and expenses, whether direct, indirect, consequential or otherwise, including, but not limited to, attorneys' fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkaline, toxic chemicals, liquid gases, or other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto upon, in or into the surface or subsurface or soil, water, or water courses, objects, or any tangible or intangible matter, whether sudden or not.

1.4 No Governmental Action Liability. Stockwell will not be liable for damages arising out of or resulting from the actions or inaction of government agencies, including, but not limited to, permit processing, environmental impact reports, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors, and consultants from any and all such liabilities (including reasonable attorneys' fees and court costs), other than that caused by the negligent acts, errors or omissions of Stockwell, arising out of or resulting from the same.

1.5 No Project Liability. Notwithstanding any provisions in this Agreement to the contrary, if the Project involves construction, as that term is generally understood, and Stockwell does not provide Services during construction, including, but not limited to, observation, site visits, shop drawing review, and design clarifications, Client agrees to defend, indemnify and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants from any and all liability (including reasonable attorneys' fees and court costs) arising out of the Project or this Agreement.

1.6 Warranty. Stockwell makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose.

2.0 Documents. Notwithstanding the foregoing, all computer programs, work product, inventions, patents, copyrights, software, and other like data developed during the course of the Project, are and will remain Stockwell's sole property.

Stockwell's liability to Client for any errors or omissions is limited solely to the correction of residual errors, minor maintenance, or updates as needed.

2.2 Environmental. Environmental Audit/Site Assessment reports are prepared for Client's use only. Client agrees to defend, indemnify, and hold harmless Stockwell, its agents, officers, directors, employees, contractors and consultants against all damages, claims, expenses, and losses (including reasonable attorneys' fees and court costs) arising out of or resulting from any reuse of the Environmental Audit/Site Assessment reports without Stockwell's written authorization.

Nothing contained in this Agreement may be construed or interpreted as requiring Stockwell to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq.

as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste.

- 3.0 Injury to Workers on Project.** Client agrees Stockwell will be named an Additional Insured on construction contractors' insurance policy for commercial general liability insurance, and Client agrees to insert into all contracts for construction between Client and construction contractors a provision requiring the construction contractors to defend, indemnify and hold harmless both Client and Stockwell from any and all actions arising out of the construction Project, including, but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of Client or Stockwell.
- 4.0 Probable Construction Cost Opinions.** Any opinion of probable construction costs for the Project considered and designed under this Agreement will be prepared by Stockwell through the exercise of its experience and judgment in applying presently available cost data, but it is recognized Stockwell has no control over the cost of labor and materials, the construction contractors' methods of determining prices, competitive bidding procedures, market conditions, and unknown field conditions. Stockwell cannot and does not guarantee proposals, bids, or the Project construction costs will not vary from Stockwell's opinion of probable construction costs.
- 5.0 Site Visits.** Visits to the construction site and observations made by Stockwell as part of the Services during construction under this Agreement will not make Stockwell responsible for, nor relieve the construction contractors of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the contract documents, will not make Stockwell responsible for, nor relieve the construction contractors of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing portions of the work under the construction contracts, and will not relieve the construction contractors of the obligation to provide all safety precautions incidental thereto. Such visits by Stockwell are not to be construed as part of Stockwell's observation duties of the Project site.
- 6.0 On-Site Observation.** When Stockwell provides on-site observation personnel as part of the Services during construction, the on-site observation personnel will make reasonable efforts to advise Client of observed defects and deficiencies in the contractors' work, and to help determine if the provisions of the Contract Documents are being fulfilled. Their day-to-day observation will not, however, cause Stockwell to be responsible for those duties and responsibilities which belong to the construction contractors, including, but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
- 7.0 Right of Entry.** Client must provide for entry to the Project site for Stockwell's agents, employees, contractors and consultants and for all necessary equipment.
- 8.0 Termination.** Either party may, by thirty (30) days written notice to the other, terminate this agreement in whole or part at any time. Upon receipt of notice, a party shall immediately discontinue all services affected, unless the notice directs otherwise. If the termination is for the convenience of the Client, no amount shall be allowed for Stockwell for unperformed service, but Stockwell shall be compensated for services rendered through the date of termination notice.
- 9.0 Default and Remedies.**
9.1 Client's Default. If Client breaches any of the terms of this Agreement, Stockwell, in addition to other rights set forth in Section 1.3 above, will give Client written notice of default setting forth the default. If Client has not remedied the default within 7 days of the date of default, Stockwell may terminate this Agreement and proceed with any or all remedies provided under applicable law.
9.2 Stockwell's Default. If Stockwell breaches any of the terms of this Agreement, Client will give Stockwell written notice of default setting forth the default. If Stockwell has not remedied the default within 7 days of the date of default, Client may terminate this Agreement and proceed with any or all remedies provided under applicable law.
- 10.0 Jurisdiction.** This Agreement is governed by the laws of the State of South Dakota and any action at law or other judicial proceeding arising from this Agreement must be instituted only in Minnehaha County Circuit Court, Sioux Falls, South Dakota, and may not be removed to federal district court, nor may venue be changed to any other circuit court.
- 11.0 Waiver.** Stockwell's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, will not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- 12.0 Entire Agreement.** This Agreement, and its attachments, constitutes the entire understanding between Client and Stockwell relating to services to be provided by Stockwell and supersede any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein. Subsequent modifications or amendments to this Agreement must be in writing and signed by the parties to this Agreement. The

foregoing notwithstanding, if Client, its agents, officers, directors, employees, contractors and consultants request Stockwell perform extra Services pursuant to this Agreement, Client must pay for the additional Services even though an additional written agreement is not issued or signed.

- 13.0 Successors and Assigns.** All of the terms, conditions and provisions of this Agreement will include and be for the benefit of and be binding upon the parties and their respective successors and assigns; provided, however, no assignment of this Agreement may be made without written consent of the other party to this Agreement.
- 14.0 Severability.** If any provision of this Agreement is declared invalid, illegal or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement will nevertheless continue in full force and effect, and no provision will be deemed dependent upon any other provision unless so expressed herein.
- 15.0 Force Majeure.** Stockwell will not be liable to Client for delays in performing its obligations, or for the direct or indirect cost resulting from delays that may result from acts of nature, governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond Stockwell's reasonable control. Each party will take reasonable steps to mitigate the impact of any force majeure event. Stockwell will be entitled to an adjustment to the schedule and its compensation under this Agreement to the extent required by the force majeure event.
- 16.0 Underground Utilities.** If included as a Service under this Agreement, Stockwell or its authorized consultant will conduct research in Stockwell's or the consultant's professional opinion is necessary, and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. These Services will be performed in a manner consistent with the ordinary standard of care. Client recognizes the research may not identify all underground improvements or their locations, and the information upon which Stockwell and the consultant rely may contain errors or may not be complete. Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Stockwell and its agents, officers, directors, contractors and consultants from all liability (including reasonable attorneys' fees and court costs) of Client, its contractors or all other persons for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by Stockwell.

City of Hartford Construction Change Order No. 3

Original Contract Amount:	\$ 1,199,999.00	Project Name:	VandeMark Avenue Street Improvements Highway 38 to City Limits			
Net Change by Previous CCOs:	\$ 109,508.68					
Increase/Decrease this CCO:	\$ (11,216.68)	Contractor Name:	Soukup Construction, Inc.			
Current Contract Amount:	\$ 1,298,291.00	SEI No.:	17038			

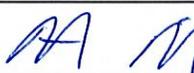
All CCO's must comply with South Dakota Codified Law 5-18B-19. To view the law in its entirety: <http://legis.state.sd.us/statutes/index.aspx>.

The following change in plans and/or specifications for the subject project is hereby made. Attach supporting documents as required.

Line Item(s) or RFP #	Description of Proposed Work	Justification	Cost
1	Various Items - See Attachment A	See Attachment A	(\$11,216.68)
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
See Attachment for Quantities and/or Justifications: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Net Increase/Decrease this Change Order: \$ (11,216.68)

Original Completion Date:	Substantial: 8/30/19 Final: 14 calendar days	Net Time Change of Previous CCO's:	Substantial: 9/20/19 Final: 14 calendar days	Time Change Due On This Change Order:	None	Revised Contract Completion Date:	Substantial: 9/20/19 Final: 14 calendar days
Time Extension Justification:	N/A						

The changes contained in this Construction Change Order are made in accordance with the provisions of the contract for subject project, and when accepted by the Contractor and upon approval by the City of Hartford, shall become part of said contract.

	Date	Signature
Architect/Engineer Recommendation		
Contractor Acceptance	12/10/2019	
Mayor Approval		

VandeMark Avenue Street Improvements

Highway 38 to City Limits

SEI No. 17038

Attachment A

December 3, 2019

ITEM NO.	DESCRIPTION	QUANTITY				UNIT PRICE	CHANGE IN CONTRACT
		UNIT	PLAN	AS-BUILT	DIFFERENCE		
8	Temporary Boardwalk	LF	100	0	-100	\$14.00	(\$1,400.00)
9	Locate Utility	Each	4	5	1	\$200.00	\$200.00
15	Weed Control	SqYd	14294	0	-14294	\$0.06	(\$857.64)
16	Overseed	SqYd	10760	0	-10760	\$0.47	(\$5,057.20)
17	Inlet Protection	Each	11	6	-5	\$88.00	(\$440.00)
18	Temporary Vehicle Tracking	Each	4	3	-1	\$425.00	(\$425.00)
20	Rip Rap, Class B	Ton	35	16.28	-18.72	\$34.00	(\$636.48)
22	12" Sediment Control Wattle	Ft	20	0	-20	\$4.40	(\$88.00)
39	Trench Stabilization Material	Ton	200	0	-200	\$0.02	(\$4.00)
40	Select Fill	Ton	500	0	-500	\$0.02	(\$10.00)
41	Sanitary Sewer Manhole Barrel	Each	2	3	1	\$660.00	\$660.00
44	Manhole External Frame Seal	Each	2	7	5	\$420.00	\$2,100.00
45	Sewer Cleanout Assembly	Each	1	0	-1	\$468.00	(\$468.00)
46	Manhole Exfiltration/Vacuum Test	Each	2	0	-2	\$158.00	(\$316.00)
48	Remove Water Main	Ft	1187	1177	-10	\$2.10	(\$21.00)
49	Salvage & Reset Fire Hydrant	Each	3	0	-3	\$677.25	(\$2,031.75)
50	6" C900 DR18 PVC Water Main	Ft	71	72	1	\$18.90	\$18.90
51	8" C900 DR18 PVC Water Main	Ft	1029	1019	-10	\$25.20	(\$252.00)
53	8" MJ Gate Valve with Box	Each	9	8	-1	\$1,386.00	(\$1,386.00)
54	8" MJ Bend	Each	16	14	-2	\$346.50	(\$693.00)
56	8"x8" MJ Tee	Each	1	0	-1	\$577.50	(\$577.50)
58	8"x8" MJ Cross	Each	1	2	1	\$698.25	\$698.25
59	6" MJ Cap	Each	1	0	-1	\$179.00	(\$179.00)
62	8" MJ Sleeve	Each	5	4	-1	\$425.25	(\$425.25)
64	6" Fire Hydrant Extension	Each	1	0	-1	\$451.50	(\$451.50)
65	12" Fire Hydrant Extension	Each	1	0	-1	\$645.75	(\$645.75)
67	Cut and Tie to Existing Water Main	Each	9	8	-1	\$1,050.00	(\$1,050.00)
74	18" RCP Class 3, Furnish	Ft	1259	1298	39	\$16.80	\$655.20
75	18" RCP, Install	Ft	1259	1298	39	\$23.10	\$900.90
76	24" RCP Class 3, Furnish	Ft	1651	1650	-1	\$21.00	(\$21.00)
77	24" RCP, Install	Ft	1651	1650	-1	\$23.10	(\$23.10)
82	18" RCP Bend, Furnish	Each	1	0	-1	\$257.25	(\$257.25)
83	18" RCP Bend, Install	Each	1	0	-1	\$168.00	(\$168.00)
88	Class M6 Concrete	CuYd	47.87	51.52	3.65	\$787.50	\$2,874.37
89	Reinforcing Steel	Lb	2404	2601	197	\$1.73	\$340.81
90	Type B Frame & Grate Assembly	Each	8	9	1	\$645.75	\$645.75
91	Junction Box Frame & Cover	Each	8	9	1	\$446.25	\$446.25
93	6" PVC Cap	Each	3	4	1	\$11.00	\$11.00
94	6" PVC SDR35 Storm Sewer	Ft	523	443	-80	\$15.75	(\$1,260.00)
95	Sump Pump Manhole	Each	3	1	-2	\$920.00	(\$1,840.00)
96	Sump Pump Collection Service	Each	4	3	-1	\$174.00	(\$174.00)
98	Aggregate Base Course	Ton	7945	8147	202	\$13.70	\$2,767.40
99	Gravel Surfacing	Ton	4595	2210.84	-2384.16	\$13.70	(\$32,662.99)
103	Asphalt Surfacing Composite PG58-34	Ton	2490	2658.93	168.93	\$79.65	\$13,455.27
105	Valve Box Adjustment	Each	14	12	-2	\$136.50	(\$273.00)
113	Retaining Wall SDDOT Type C	SqFt	422	526	104	\$89.25	\$9,282.00
115	Surge Rock	Ton	890	1209.25	319.25	\$24.50	\$7,821.63

NET CHANGE IN CONTRACT PRICE (\$11,216.68)

Contractor's Application for Payment

Owner: <u>City of Hartford</u>	Owner's Project No.: _____
Engineer: <u>Stockwell Engineers, Inc.</u>	Engineer's Project No.: <u>17038</u>
Contractor: <u>Soukup Construction, Inc.</u>	Contractor's Project No.: _____
Project: <u>VandeMark Avenue Street Improvements - Highway 38 to City Limits</u>	
Contract: <u>Prime</u>	
Application No.: <u>Eight & Final</u>	Application Date: <u>12/3/2019</u>
Application Period: From <u>10/26/2019</u> to <u>11/21/2019</u>	
1. Original Contract Price	\$ 1,199,999.00
2. Net change by Change Orders	\$ 98,292.00
3. Current Contract Price (Line 1 + Line 2)	\$ 1,298,291.00
4. Total Work completed and materials stored to date	\$1,298,291.00
5. Retainage	
a. <u>0%</u> X <u>\$1,298,291.00</u> Work Completed	\$ -
6. Amount eligible to date (Line 4 - Line 5.a)	\$1,298,291.00
7. Less previous payments	\$ 1,149,660.11
8. Amount due this application	\$ 148,630.89
Liquidated Damages Charged (Days)	
a. _____ X \$ 1,250.00 Substantial Completion	\$ -
b. _____ X \$ 625.00 Final Completion	\$ -
PAYMENT THIS APPLICATION	
\$ 148,630.89	
Contractor's Certification	
The undersigned Contractor certifies, to the best of its knowledge, the following:	
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;	
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and	
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	
Contractor: <u>Soukup Construction, Inc.</u>	
Signature: <u>AA M</u>	Date: <u>12/10/2019</u>
Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Hartford
 Engineer: Stockwell Engineers, Inc.
 Contractor: Soukup Construction, Inc.
 Project: VandeMark Avenue Street Improvements - Highway 38 to City Limits
 Contract: Prime

Owner's Project No.: _____
 Engineer's Project No.: 17038
 Contractor's Project No.: _____

Application No.: Eight & Final Application Period: From 10/26/19 to 11/21/19 Application Date: 12/03/19

Item No.	Description	Plan		Total to Date		Past Application		This Application		Remarks	
		Units	Quantity	Unit Price	Quantity	Earned	Quantity	Price	Quantity		Price
1	Mobilization	LS	1	\$54,726.25	1	\$54,726.25	1	\$54,726.25	0	\$0.00	
2	Incidental Work	LS	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00	0	\$0.00	
3	Trench Dewatering	LS	1	\$525.00	1	\$525.00	1	\$525.00	0	\$0.00	
4	Traffic Control Signs	SF	157	\$2.20	157	\$345.40	157	\$345.40	0	\$0.00	
5	Traffic Control, Miscellaneous	LS	1	\$2,200.00	1	\$2,200.00	1	\$2,200.00	0	\$0.00	
6	Type 3 Barricade, 8' Double Sided	Each	25	\$44.00	25	\$1,100.00	25	\$1,100.00	0	\$0.00	
7	Water For Granular Material	MGal	95	\$15.00	95	\$1,425.00		\$0.00	95	\$1,425.00	
8	Temporary Boardwalk	LF	0	\$14.00		\$0.00		\$0.00	0	\$0.00	CCO#3
9	Locate Utility	Each	5	\$200.00	5	\$1,000.00	5	\$1,000.00	0	\$0.00	CCO#3
10	Special Permanent Seed Mixture 1	Lb	578	\$8.36	578	\$4,832.08	578	\$4,832.08	0	\$0.00	
11	Special Permanent Seed Mixture 2	Lb	74	\$13.20	74	\$976.80	74	\$976.80	0	\$0.00	
12	Fertilizing	Lb	889	\$1.10	889	\$977.90	889	\$977.90	0	\$0.00	
13	Fiber Mulching	Lb	8145	\$0.55	8145	\$4,479.75	8145	\$4,479.75	0	\$0.00	
14	Erosion Control Blanket	SY	1202	\$2.15	1202	\$2,584.30	1202	\$2,584.30	0	\$0.00	
15	Weed Control	SY	0	\$0.06		\$0.00		\$0.00	0	\$0.00	CCO#3
16	Overseed	SY	0	\$0.47		\$0.00		\$0.00	0	\$0.00	CCO#3
17	Inlet Protection	Each	6	\$88.00	6	\$528.00	6	\$528.00	0	\$0.00	CCO#3
18	Temporary Vehicle Tracking Control	Each	3	\$425.00	3	\$1,275.00	1	\$425.00	2	\$850.00	CCO#3
19	Concrete Washout Facility	Each	2	\$375.00	2	\$750.00	2	\$750.00	0	\$0.00	
20	Rip Rap, Class B	Ton	16.28	\$34.00	16.28	\$553.52		\$0.00	16.28	\$553.52	CCO#3
21	Silt Fence	Ft	68	\$5.50	68	\$374.00	68	\$374.00	0	\$0.00	
22	12" Sediment Control Wattle	Ft	0	\$4.40		\$0.00		\$0.00	0	\$0.00	CCO#3
23	Clearing	LS	1	\$1,100.00	1	\$1,100.00	1	\$1,100.00	0	\$0.00	
24	Remove Concrete Curb and Gutter	Ft	32	\$12.50	32	\$400.00	32	\$400.00	0	\$0.00	
25	Remove Concrete Pavement	SY	631	\$7.00	631	\$4,417.00	631	\$4,417.00	0	\$0.00	
26	Remove Concrete Sidewalk	SY	51	\$6.00	51	\$306.00	51	\$306.00	0	\$0.00	
27	Remove Asphalt Concrete Pavement	SY	390	\$3.25	390	\$1,267.50	390	\$1,267.50	0	\$0.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Hartford
 Engineer: Stockwell Engineers, Inc.
 Contractor: Soukup Construction, Inc.
 Project: VandeMark Avenue Street Improvements - Highway 38 to City Limits
 Contract: Prime

Owner's Project No.: _____
 Engineer's Project No.: 17038
 Contractor's Project No.: _____

Application No.: Eight & Final Application Period: From 10/26/19 to 11/21/19 Application Date: 12/03/19

Item No.	Description	Plan Units	Plan		Total to Date		Past Application		This Application		Remarks
			Quantity	Unit Price	Quantity	Earned	Quantity	Price	Quantity	Price	
28	Saw Existing PCC Pavement	LF	228	\$6.25	228	\$1,425.00	228	\$1,425.00	0	\$0.00	
29	Saw Existing Asphalt	LF	179	\$2.50	179	\$447.50	179	\$447.50	0	\$0.00	
30	Clear and Grub Tree, 6" To 24"	Each	29	\$235.00	29	\$6,815.00	29	\$6,815.00	0	\$0.00	
31	Clear and Grub Tree, 25" To 36"	Each	2	\$1,200.00	2	\$2,400.00	2	\$2,400.00	0	\$0.00	
32	Remove & Reset Sign	Each	15	\$110.00	15	\$1,650.00	15	\$1,650.00	0	\$0.00	
33	Temporary Mailbox	Each	9	\$110.00	9	\$990.00	9	\$990.00	0	\$0.00	
34	Manhole Construction Plate Marker	Each	7	\$165.00	7	\$1,155.00	7	\$1,155.00	0	\$0.00	
35	Remove Retaining Wall	Ft	15	\$75.00	15	\$1,125.00	15	\$1,125.00	0	\$0.00	
36	Unclassified Excavation	CY	11730	\$9.40	11730	\$110,262.00	11730	\$110,262.00	0	\$0.00	CCO#2
37	Placing Contractor Furnished Topsoil	CY	3335	\$14.50	3335	\$48,357.50	3335	\$48,357.50	0	\$0.00	
38	Scarify and Recompact Subgrade	SY	16937	\$0.80	16937	\$13,549.60	16937	\$13,549.60	0	\$0.00	CCO#2
39	Trench Stabilization Material	Ton	0	\$0.02		\$0.00		\$0.00	0	\$0.00	CCO#3
40	Select Fill	Ton	0	\$0.02		\$0.00		\$0.00	0	\$0.00	CCO#3
41	Sanitary Sewer Manhole Barrel	Each	3	\$660.00	3	\$1,980.00	3	\$1,980.00	0	\$0.00	CCO#1&3
42	Sanitary Sewer Manhole Cone	Each	1	\$378.00	1	\$378.00	1	\$378.00	0	\$0.00	
43	Manhole Frame and Cover	Each	2	\$320.25	2	\$640.50	2	\$640.50	0	\$0.00	
44	Manhole External Frame Seal	Each	7	\$420.00	7	\$2,940.00	7	\$2,940.00	0	\$0.00	CCO#3
45	Sewer Cleanout Assembly	Each	0	\$468.00		\$0.00		\$0.00	0	\$0.00	CCO#3
46	Manhole Exfiltration\Vacuum Test	Each	0	\$158.00		\$0.00		\$0.00	0	\$0.00	CCO#3
47	Remove Fire Hydrant	Each	2	\$210.00	2	\$420.00	2	\$420.00	0	\$0.00	
48	Remove Water Main	Ft	1177	\$2.10	1177	\$2,471.70	1177	\$2,471.70	0	\$0.00	CCO#1&3
49	Salvage & Reset Fire Hydrant	Each	0	\$677.25		\$0.00		\$0.00	0	\$0.00	CCO#3
50	6" C900 DR18 PVC Water Main	Ft	72	\$18.90	72	\$1,360.80	72	\$1,360.80	0	\$0.00	CCO#3
51	8" C900 DR18 PVC Water Main	Ft	1019	\$25.20	1019	\$25,678.80	1019	\$25,678.80	0	\$0.00	CCO#1&3
52	6" MJ Gate Valve with Box	Each	6	\$1,025.00	6	\$6,150.00	6	\$6,150.00	0	\$0.00	CCO#1
53	8" MJ Gate Valve with Box	Each	8	\$1,386.00	8	\$11,088.00	8	\$11,088.00	0	\$0.00	CCO#3
54	8" MJ Bend	Each	14	\$346.50	14	\$4,851.00	14	\$4,851.00	0	\$0.00	CCO#1&3

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Hartford
 Engineer: Stockwell Engineers, Inc.
 Contractor: Soukup Construction, Inc.
 Project: VandeMark Avenue Street Improvements - Highway 38 to City Limits
 Contract: Prime

Owner's Project No.: _____
 Engineer's Project No.: 17038
 Contractor's Project No.: _____

Application No.: Eight & Final Application Period: From 10/26/19 to 11/21/19 Application Date: 12/03/19

Item No.	Description	Plan		Total to Date		Past Application		This Application		Remarks	
		Units	Quantity	Unit Price	Quantity	Earned	Quantity	Price	Quantity		Price
55	8" x 6" MJ Tee	Each	3	\$488.25	3	\$1,464.75	3	\$1,464.75	0	\$0.00	
56	8" x 8" MJ Tee	Each	0	\$577.50		\$0.00		\$0.00	0	\$0.00	CCO#3
57	8" x 6" MJ Reducer	Each	2	\$367.50	2	\$735.00	2	\$735.00	0	\$0.00	
58	8" x 8" MJ Cross	Each	2	\$698.25	2	\$1,396.50	2	\$1,396.50	0	\$0.00	CCO#3
59	6" MJ Cap	Each	0	\$179.00		\$0.00		\$0.00	0	\$0.00	CCO#3
60	8" MJ Cap	Each	1	\$168.00	1	\$168.00	1	\$168.00	0	\$0.00	
61	6" MJ Sleeve	Each	3	\$362.25	3	\$1,086.75	3	\$1,086.75	0	\$0.00	
62	8" MJ Sleeve	Each	4	\$425.25	4	\$1,701.00	4	\$1,701.00	0	\$0.00	CCO#1&3
63	Fire Hydrant	Each	6	\$3,218.25	6	\$19,309.50	6	\$19,309.50	0	\$0.00	CCO#1
64	6" Fire Hydrant Extension	Each	0	\$451.50		\$0.00		\$0.00	0	\$0.00	CCO#3
65	12" Fire Hydrant Extension	Each	0	\$645.75		\$0.00		\$0.00	0	\$0.00	CCO#3
66	Temporary Fire Hydrant	Each	1	\$1,434.00	1	\$1,434.00	1	\$1,434.00	0	\$0.00	
67	Cut and Tie To Existing Water Main	Each	8	\$1,050.00	8	\$8,400.00	8	\$8,400.00	0	\$0.00	CCO#1&3
68	1" Water Service	Ft	513	\$15.75	513	\$8,079.75	513	\$8,079.75	0	\$0.00	
69	Reconnect Water Service (1")	Each	8	\$525.00	8	\$4,200.00	8	\$4,200.00	0	\$0.00	
70	Water Service Stub-out (1")	Each	7	\$498.75	7	\$3,491.25	7	\$3,491.25	0	\$0.00	
71	Temporary Water Service	Each	7	\$351.75	7	\$2,462.25	7	\$2,462.25	0	\$0.00	
72	Remove Pipe End Section	Each	3	\$105.00	3	\$315.00	3	\$315.00	0	\$0.00	
73	Remove Storm Sewer Pipe	Ft	430	\$8.40	430	\$3,612.00	430	\$3,612.00	0	\$0.00	
74	18" RCP Class 3, Furnish	Ft	1298	\$16.80	1298	\$21,806.40	1298	\$21,806.40	0	\$0.00	CCO#1&3
75	18" RCP, Install	Ft	1298	\$23.10	1298	\$29,983.80	1298	\$29,983.80	0	\$0.00	CCO#1&3
76	24" RCP Class 3, Furnish	Ft	1650	\$21.00	1650	\$34,650.00	1650	\$34,650.00	0	\$0.00	CCO#3
77	24" RCP, Install	Ft	1650	\$23.10	1650	\$38,115.00	1650	\$38,115.00	0	\$0.00	CCO#3
78	30" RCP Class 3, Furnish	Ft	33	\$35.70	33	\$1,178.10	33	\$1,178.10	0	\$0.00	
79	30" RCP, Install	Ft	33	\$31.50	33	\$1,039.50	33	\$1,039.50	0	\$0.00	
80	36" RCP Arch Class 3, Furnish	Ft	99	\$101.85	99	\$10,083.15	99	\$10,083.15	0	\$0.00	
81	36" RCP Arch, Install	Ft	99	\$50.40	99	\$4,989.60	99	\$4,989.60	0	\$0.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Hartford
 Engineer: Stockwell Engineers, Inc.
 Contractor: Soukup Construction, Inc.
 Project: VandeMark Avenue Street Improvements - Highway 38 to City Limits
 Contract: Prime

Owner's Project No.: _____
 Engineer's Project No.: 17038
 Contractor's Project No.: _____

Application No.: Eight & Final Application Period: From 10/26/19 to 11/21/19 Application Date: 12/03/19

Item No.	Description	Plan		Total to Date		Past Application		This Application		Remarks	
		Units	Quantity	Unit Price	Quantity	Earned	Quantity	Price	Quantity		Price
82	18" RCP Bend, Furnish	Each	0	\$257.25		\$0.00		\$0.00	0	\$0.00	CCO#3
83	18" RCP Bend, Install	Each	0	\$168.00		\$0.00		\$0.00	0	\$0.00	CCO#3
84	30" RCP Flared End, Furnish	Each	1	\$331.00	1	\$331.00	1	\$331.00	0	\$0.00	
85	30" RCP Flared End, Install	Each	1	\$263.00	1	\$263.00	1	\$263.00	0	\$0.00	
86	36" RCP Arch Flared End, Furnish	Each	1	\$657.00	1	\$657.00	1	\$657.00	0	\$0.00	
87	36" RCP Arch Flared End, Install	Each	1	\$315.00	1	\$315.00	1	\$315.00	0	\$0.00	
88	Class M6 Concrete	CY	51.52	\$787.50	51.52	\$40,572.00	51.52	\$40,572.00	0	\$0.00	CCO#1&3
89	Reinforcing Steel	Lb	2601	\$1.73	2601	\$4,499.73	2601	\$4,499.73	0	\$0.00	CCO#1&3
90	Type B Frame and Grate Assembly	Each	9	\$645.75	9	\$5,811.75	9	\$5,811.75	0	\$0.00	CCO#3
91	Junction Box Frame & Cover	Each	9	\$446.25	9	\$4,016.25	9	\$4,016.25	0	\$0.00	CCO#3
92	Special Frame & Cover Assembly	Each	5	\$567.00	5	\$2,835.00	5	\$2,835.00	0	\$0.00	CCO#1
93	6" PVC Cap	Each	4	\$11.00	4	\$44.00	4	\$44.00	0	\$0.00	CCO#3
94	6" PVC SDR 35 Storm Sewer	Ft	443	\$15.75	443	\$6,977.25	443	\$6,977.25	0	\$0.00	CCO#1&3
95	Sump Pump Manhole	Each	1	\$920.00	1	\$920.00	1	\$920.00	0	\$0.00	CCO#3
96	Sump Pump Collection Service	Each	3	\$174.00	3	\$522.00	3	\$522.00	0	\$0.00	CCO#3
97	Geotextile Fabric For Subgrade	SY	10127	\$1.88	10127	\$19,038.76	10127	\$19,038.76	0	\$0.00	
98	Aggregate Base Course	Ton	8147	\$13.70	8147	\$111,613.90	8077.02	\$110,655.17	69.98	\$958.73	CCO#3
99	Gravel Surfacing	Ton	2210.84	\$13.70	2210.84	\$30,288.51	2210.84	\$30,288.51	0	\$0.00	CCO#2&3
100	Concrete Curb and Gutter, Type SF66	Ft	3854	\$13.80	3854	\$53,185.20	3854	\$53,185.20	0	\$0.00	
101	6" PCC Fillet Section	SY	204	\$74.50	204	\$15,198.00	204	\$15,198.00	0	\$0.00	
102	Concrete Valley Gutter, 6" Thick	SY	118	\$74.50	118	\$8,791.00	118	\$8,791.00	0	\$0.00	
103	Asphalt Concrete Composite, PG58-34	Ton	2658.93	\$79.65	2658.93	\$211,783.77	2658.93	\$211,783.77	0	\$0.00	CCO#3
104	Adjust Manhole	Each	16	\$315.00	16	\$5,040.00	16	\$5,040.00	0	\$0.00	
105	Valve Box Adjustment	Each	12	\$136.50	12	\$1,638.00	12	\$1,638.00	0	\$0.00	CCO#3
106	6" PCC Approach/Driveway Pavement	SY	878	\$52.50	878	\$46,095.00	878	\$46,095.00	0	\$0.00	
107	4" Concrete Sidewalk	SF	11221	\$5.61	11221	\$62,949.81	11221	\$62,949.81	0	\$0.00	
108	6" Concrete Sidewalk	SF	2930	\$6.40	2930	\$18,752.00	2930	\$18,752.00	0	\$0.00	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Hartford
 Engineer: Stockwell Engineers, Inc.
 Contractor: Soukup Construction, Inc.
 Project: VandeMark Avenue Street Improvements - Highway 38 to City Limits
 Contract: Prime

Owner's Project No.: _____
 Engineer's Project No.: 17038
 Contractor's Project No.: _____

Application No.: Eight & Final Application Period: From 10/26/19 to 11/21/19 Application Date: 12/03/19

Item No.	Description	Units	Plan		Total to Date		Past Application		This Application		Remarks
			Quantity	Unit Price	Quantity	Earned	Quantity	Price	Quantity	Price	
109	Detectable Warning Panels	SF	212	\$52.50	212	\$11,130.00	212	\$11,130.00	0	\$0.00	
110	6" Accessible Curb Ramp Sidewalk	SF	1839	\$8.66	1839	\$15,925.74	1839	\$15,925.74	0	\$0.00	
111	Reset Mailbox	Each	7	\$165.00	7	\$1,155.00	7	\$1,155.00	0	\$0.00	
112	Special Right-Of-Way Fence	Ft	100	\$18.70	100	\$1,870.00	100	\$1,870.00	0	\$0.00	
113	Retaining Wall SDDOT Type C	SF	526	\$89.25	526	\$46,945.50	422	\$37,663.50	104	\$9,282.00	CCO#3
114	Reconnect Water Service (1.5")	Each	3	\$840.00	3	\$2,520.00	3	\$2,520.00	0	\$0.00	CCO#1
115	Surge Rock	Ton	1209.25	\$24.50	1209.25	\$29,626.63	890	\$21,805.00	319.25	\$7,821.63	CCO#1&3
Contract Totals						\$1,298,291.00	\$1,277,400.12	\$20,890.88			

City of Hartford Construction Change Order No. 3

Original Contract Amount:	\$ 3,999,999.00	Project Name:	Mickelson Road - Patrick Avenue to Highway 38			
Net Change by Previous CCOs:	\$ -	Contractor Name:	Soukup Construction, Inc.			
Increase/Decrease this CCO:	\$ (81,423.57)	SEI No.:	16046			
Current Contract Amount:	\$ 3,918,575.43					

All CCO's must comply with South Dakota Codified Law 5-18B-19. To view the law in its entirety: <http://legis.state.sd.us/statutes/index.aspx>.
The following change in plans and/or specifications for the subject project is hereby made. Attach supporting documents as required.

Line Item(s) or RFP #	Description of Proposed Work	Justification	Cost
1	See Attachment A	Quantity modifications reflect as-built conditions.	(\$81,423.57)
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

See Attachment for Quantities and/or Justifications: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Net Increase/Decrease this Change Order:	\$ (81,423.57)
--	--	----------------

Original Completion Date:	see attached	Net Time Change of Previous CCO's:	see attached	Time Change Due On This Change Order:	none	Revised Contract Completion Date:	see attached
Time Extension Justification:	N/A						

The changes contained in this Construction Change Order are made in accordance with the provisions of the contract for subject project, and when accepted by the Contractor and upon approval by the City of Hartford, shall become part of said contract.

	Date	Signature
Architect/Engineer Recommendation	12.6.19	<i>Mitchell Meyer</i>
Contractor Acceptance	12/4/2019	<i>AA ni</i>
Mayor Approval		

Mickelson Road

Patrick Avenue to Highway 38

SEI No. 16046

Attachment A

December 4, 2019

ITEM NO.	DESCRIPTION	QUANTITY				UNIT PRICE	CHANGE IN CONTRACT
		UNIT	PLAN	AS-BUILT	DIFFERENCE		
General Items							
3	Traffic Control Signs	SqFt	173	221	48	\$4.20	\$201.60
6	Manhole Construction Plate Marker	Each	21	15	-6	\$153.00	(\$918.00)
7	Trench Stabilization Material	Ton	400	63.57	-336.43	\$18.47	(\$6,213.86)
8	Select Fill	Ton	2000	1113.6	-886.4	\$10.86	(\$9,626.30)
Erosion Control							
12	Concrete Washout Facility	Each	1	2	1	\$980.00	\$980.00
14	Low Flow Silt Fence	Ft	3362	3126	-236	\$3.15	(\$743.40)
15	12" Sediment Control Wattle	Ft	260	0	-260	\$3.00	(\$780.00)
16	Erosion Control Blanket	SqYd	13626	11480	-2146	\$1.74	(\$3,734.04)
17	Rip Rap, Class B	Ton	18	15.46	-2.54	\$46.00	(\$116.84)
18	Rip Rap, Class C	Ton	1300	1309.02	9.02	\$27.00	\$243.54
19	Type B Drainage Fabric	SqYd	875	887	12	\$1.85	\$22.20
20	Permanent Seed Mix #1	Lb	246	520	274	\$8.93	\$2,446.82
21	Permanent Seed Mix #2	Lb	166	169	3	\$17.33	\$51.99
23	Cover Crop Seeding	Lb	75	0	-75	\$1.05	(\$78.75)
24	Fertilizing	Lb	16829	12621	-4208	\$0.74	(\$3,113.92)
25	Fiber Mulch	Lb	33658	29790	-3868	\$0.74	(\$2,862.32)
26	Weed Control	SqYd	54339	0	-54339	\$0.06	(\$3,260.34)
27	Placing Contractor Furnished Topsoil	CuYd	8287	0	-8287	\$7.50	(\$62,152.50)
28	Placing Salvaged Topsoil	CuYd	10271	18558	8287	\$5.55	\$45,992.85
Removals							
31	Clear and Grub Tree	Each	13	9	-4	\$179.00	(\$716.00)
34	Remove Concrete Curb and Gutter	Ft	66	70	4	\$6.00	\$24.00
35	Remove Asphalt Concrete Pavement	SqYd	777	406	-371	\$2.70	(\$1,001.70)
36	Remove Concrete Pavement	SqYd	166	188	22	\$6.00	\$132.00
37	Remove Concrete Sidewalk	SqYd	22	33	11	\$11.50	\$126.50
38	Saw Existing Asphalt	Ft	382	96	-286	\$2.25	(\$643.50)
39	Saw Existing PCC Pavement	Ft	23	35	12	\$20.00	\$240.00
40	Remove Fence	Ft	1653	1555	-98	\$1.35	(\$132.30)
Grading							
41	Salvage Topsoil	CuYd	10271	18558	8287	\$2.00	\$16,574.00
42	Unclassified Excavation	CuYd	17795	17825	30	\$5.65	\$169.50
44	6" Perforated PVC Underdrain	Ft	9689	8054	-1635	\$11.22	(\$18,344.70)
Sanitary Sewer							
50	8" Sanitary Sewer Pipe 6' to 8' Deep	Ft	232	452	220	\$31.62	\$6,956.40
51	8" Sanitary Sewer Pipe 8' to 10' Deep	Ft	859	648	-211	\$31.62	(\$6,671.82)
52	8" Sanitary Sewer Pipe 10' to 12' Deep	Ft	1875	1881	6	\$33.66	\$201.96
55	15" Sanitary Sewer Pipe 12' to 14' Deep	Ft	64	59	-5	\$62.22	(\$311.10)
66	15" Sewer Couplings	Each	1	0	-1	\$479.40	(\$479.40)
69	8" Sewer Cap	Each	10	8	-2	\$87.82	(\$175.64)
70	30" Sewer Cap	Each	1	4	3	\$1,652.40	\$4,957.20
83	Manhole Drop Section	Each	2	3	1	\$1,065.90	\$1,065.90
	Manhole Frame & Cover with Bolt Down						
92	Cover Plate	Each	3	2	-1	\$708.90	(\$708.90)
93	Manhole External Frame Seal	Each	17	16	-1	\$408.00	(\$408.00)
94	Manhole Exfiltration/Vacuum Test	Each	17	15	-2	\$306.00	(\$612.00)
95	PVC Sewer Pipe Deflection Test	Ft	4042	4052	10	\$1.02	\$10.20
96	Sanitary Sewer Televising	Ft	4042	4052	10	\$1.02	\$10.20
97	Sanitary Sewer Exfiltration Testing	Ft	4042	4052	10	\$1.02	\$10.20

ITEM NO.	DESCRIPTION	QUANTITY				UNIT PRICE	CHANGE IN CONTRACT
		UNIT	PLAN	AS-BUILT	DIFFERENCE		
98	Sanitary Sewer Temporary Bypass Pumping	LS	1	0	-1	\$510.00	(\$510.00)
<u>Water Main</u>							
99	Remove Water Main	Ft	10	11	1	\$10.20	\$10.20
101	6" C900 DR 18 PVC Water Main	Ft	514	505	-9	\$23.97	(\$215.73)
102	8" C900 DR 18 PVC Water Main	Ft	712	726	14	\$26.01	\$364.14
103	12" C900 DR 18 PVC Water Main	Ft	3416	3371	-45	\$36.21	(\$1,629.45)
109	8"x6" MJ Reducer	Each	2	4	2	\$367.20	\$734.40
119	8" MJ Cap	Each	6	4	-2	\$234.60	(\$469.20)
120	12" MJ Long Sleeve	Each	4	3	-1	\$724.20	(\$724.20)
121	12" Fire Hydrant Extension	Each	1	0	-1	\$678.30	(\$678.30)
122	Temporary Fire Hydrant	Each	1	0	-1	\$2,488.80	(\$2,488.80)
124	Connect to Existing Water Main	Each	1	3	2	\$1,224.00	\$2,448.00
129	Water Main Insulation	Ft	700	650	-50	\$6.32	(\$316.00)
<u>Drainage</u>							
133	30" RCP Class 3	Ft	1311	1312	1	\$57.31	\$57.31
142	Storm Sewer Televising	Ft	3094	2728	-366	\$1.02	(\$373.32)
<u>Paving & Restoration</u>							
150	Crushed Concrete	Ton	19654	14823.8	-4830.2	\$13.80	(\$66,656.76)
151	Aggregate Base Course	Ton	2000	6235.36	4235.36	\$12.00	\$50,824.32
152	Gravel Surfacing	Ton	764	0	-764	\$13.80	(\$10,543.20)
153	Asphalt Concrete Composite, PG58-28	Ton	7611	7304.98	-306.02	\$60.85	(\$18,621.32)
154	Concrete Curb & Gutter SF66	Ft	9674	9678	4	\$11.22	\$44.88
155	6" PCC Fillet Section	SqYd	498	519.5	21.5	\$65.23	\$1,402.45
157	6" Concrete Approach Pavement	SqYd	117	147.5	30.5	\$45.00	\$1,372.50
158	4" Concrete Sidewalk	SqFt	7300	7364	64	\$4.55	\$291.20
159	6" Concrete Sidewalk	SqFt	2264	2770	506	\$5.56	\$2,813.36
160	Detectable Warning Panel	SqFt	144	180	36	\$43.86	\$1,578.96
163	4" Pavement Marking Paint, Yellow	Ft	10385	17634	7249	\$0.16	\$1,159.84
165	24" Pavement Marking Paint, White	Ft	64	66	2	\$1.05	\$2.10
166	Pavement Marking Paint, Arrow	Each	53	83	30	\$21.00	\$630.00
169	2 Post Panel	Each	19	23	4	\$136.50	\$546.00
170	Type 2 Right of Way Fence	Ft	1611	1799	188	\$2.89	\$543.32
171	16' Tubular Gate	Each	2	3	1	\$368.00	\$368.00

NET CHANGE IN CONTRACT PRICE (\$81,423.57)

Time Change Table:

	Original Completion Date	Net Time Change of Previous CCO's	Time change this CCO	Revised Contract Completion Date
Substantial Completion Work related to gravity sanitary sewer, sanitary sewer force main, sanitary sewer lift station and water main	8/10/2018	18 working days	0	9/5/2018
Substantial Completion Work except box culvert installation, grading within the regulatory floodway and adjacent work that may not be completed until the box culvert and/or grading is complete	10/19/2018	18 working days	0	11/14/2018
Substantial Completion All remaining phases	6/8/2019	18 working days/ 50 calendar days	0	8/15/2019
Completed & ready for acceptance All phases	14 calendar days	0	0	14 calendar days

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

Contract for: Mickelson Road
 Patrick Avenue to Highway 38
 Hartford, SD

Dated: December 4, 2019

Application No. 16 & Final

For work accomplished through the date of: November 20, 2019

Contractor: Soukup Construction, Inc.
 P.O. Box 89106
 Sioux Falls, SD 57109

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: 12.6.19

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 15, 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: SOUKUP CONSTRUCTION, INC.

Dated: 12/4/2019

By: 

Original Contract Price	\$3,999,999.00		Amount Due to Date	\$3,918,575.43
Net Change Orders (No. 1 through 3)	-\$81,423.57		Less Previous Payments	\$3,627,856.40
Current Contract Price	\$3,918,575.43		Less Retainage	\$0.00
			Amount Due this Application	\$290,719.03

This department concurs with this application for payment.

Owner: CITY OF HARTFORD, SOUTH DAKOTA

Dated: _____

By: _____

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

Contract for: Mickelson Road
 Patrick Avenue to Highway 38
 Hartford, SD

Dated: December 4, 2019

Application No. 16 & Final

Contractor: Soukup Construction, Inc.
 P.O. Box 89106
 Sioux Falls, SD 57109

FUNDING SOURCE	TOTAL TO DATE	PAST APPLICATIONS	RETAINAGE	THIS APPLICATION
SRF Loan Eligible	\$1,222,697.85	\$1,139,900.68	\$0.00	\$82,797.17
Non-Eligible	\$2,695,877.58	\$2,487,955.72	\$0.00	\$207,921.86
Totals	\$3,918,575.43	\$3,627,856.40	\$0.00	\$290,719.03

CITY OF HARTFORD
APPLICATION FOR PAYMENT DETAIL SHEET
 Prepared by Stockwell Engineers, Inc.

Contract for: Mickelson Road
 Patrick Avenue to Highway 38
 Hartford, SD

Application Date:
 December 4, 2019

Application Period:
 From: October 26, 2019
 To: November 20, 2019

SEI No. 16046

Contractor: Soukup Construction, Inc.

By: *AM*

Engineer: Stockwell Engineers, Inc.

By: _____

Application No. 16 & Final

ITEM NO.	DESCRIPTION	PLAN UNITS	UNIT QUANTITY	UNIT PRICE	TOTAL TO DATE		PAST APPLICATION		THIS APPLICATION		REMARKS
					QUANTITY	EARNED	QUANTITY	PRICE	QUANTITY	PRICE	
General Items											
1	Mobilization	LS	1	\$174,779.23	1	\$174,779.23	1	\$174,779.23	0	\$0.00	
2	Incidental Work	LS	1	\$5,000.00	1	\$5,000.00	1	\$5,000.00	0	\$0.00	
3	Traffic Control Signs	SqFt	221	\$4.20	221	\$928.20	221	\$928.20	0	\$0.00	CCO#3
4	Type 3 Barricade - 8' Double Sided	Each	26	\$105.00	26	\$2,730.00	26	\$2,730.00	0	\$0.00	
5	Traffic Control, Miscellaneous	LS	1	\$735.00	1	\$735.00	1	\$735.00	0	\$0.00	
6	Manhole Construction Plate Marker	Each	15	\$153.00	15	\$2,295.00	15	\$2,295.00	0	\$0.00	CCO#3
7	Trench Stabilization Material	Ton	63.57	\$18.47	63.57	\$1,174.14	63.57	\$1,174.14	0	\$0.00	CCO#3
8	Select Fill	Ton	1113.6	\$10.86	1113.6	\$12,093.70	1113.6	\$12,093.70	0	\$0.00	CCO#3
9	Locate Utility	Each	5	\$102.00	5	\$510.00		\$0.00	5	\$510.00	
10	Temporary Diversion Channel and/or Pipe	Each	1	\$3,000.00	1	\$3,000.00	1	\$3,000.00	0	\$0.00	
Erosion Control											
11	Vehicle Tracking Control	Each	2	\$1,150.00	2	\$2,300.00	2	\$2,300.00	0	\$0.00	
12	Concrete Washout Facility	Each	2	\$980.00	2	\$1,960.00		\$0.00	2	\$1,960.00	CCO#3
13	Inlet Sediment Protection	Each	20	\$84.00	20	\$1,680.00	18	\$1,512.00	2	\$168.00	
14	Low Flow Silt Fence	Ft	3126	\$3.15	3126	\$9,846.90	2395	\$7,544.25	731	\$2,302.65	CCO#3
15	12" Sediment Control Wattle	Ft	0	\$3.00		\$0.00		\$0.00	0	\$0.00	CCO#3
16	Erosion Control Blanket	SY	11480	\$1.74	11480	\$19,975.20	1860	\$3,236.40	9620	\$16,738.80	CCO#3
17	Rip Rap, Class B	Ton	15.46	\$46.00	15.46	\$711.16	15.46	\$711.16	0	\$0.00	CCO#3
18	Rip Rap, Class C	Ton	1309.02	\$27.00	1309.02	\$35,343.54	1265	\$34,155.00	44.02	\$1,188.54	CCO#3
19	Type B Drainage Fabric	SqYd	887	\$1.85	887	\$1,640.95	887	\$1,640.95	0	\$0.00	CCO#3
20	Permanent Seed Mix #1	Lb	520	\$8.93	520	\$4,643.60	246	\$2,196.78	274	\$2,446.82	CCO#3
21	Permanent Seed Mix #2	Lb	169	\$17.33	169	\$2,928.77	166	\$2,876.78	3	\$51.99	CCO#3
22	Permanent Seed Mix #3	Lb	26	\$42.00	26	\$1,092.00	26	\$1,092.00	0	\$0.00	
23	Cover Crop Seeding	Lb	0	\$1.05		\$0.00		\$0.00	0	\$0.00	CCO#3
24	Fertilizing	Lb	12621	\$0.74	12621	\$9,339.54	12621	\$9,339.54	0	\$0.00	CCO#3
25	Fiber Mulch	Lb	29790	\$0.74	29790	\$22,044.60	25243	\$18,679.82	4547	\$3,364.78	CCO#3
26	Weed Control	SY	0	\$0.06		\$0.00		\$0.00	0	\$0.00	CCO#3
27	Placing Contractor Furnished Topsoil	CuYd	0	\$7.50		\$0.00		\$0.00	0	\$0.00	CCO#3

ITEM NO.	DESCRIPTION	PLAN UNITS	QUANTITY	UNIT PRICE	TOTAL TO DATE		PAST APPLICATION		THIS APPLICATION		REMARKS
					QUANTITY	EARNED	QUANTITY	PRICE	QUANTITY	PRICE	
28	Placing Salvaged Topsoil	CuYd	18558	\$5.55	18558	\$102,996.90	18558	\$102,996.90	0	\$0.00	CCO#3
28A	Temporary Fence	Ft	1222	\$1.58	1222	\$1,930.76	1222	\$1,930.76	0	\$0.00	
Removals											
29	Clearing	LS	1	\$4,000.00	1	\$4,000.00	1	\$4,000.00	0	\$0.00	
30	Demo Barn Building	LS	1	\$3,990.00	1	\$3,990.00	1	\$3,990.00	0	\$0.00	
31	Clear and Grub Tree	Each	9	\$179.00	9	\$1,611.00	9	\$1,611.00	0	\$0.00	CCO#3
32	Salvage Traffic Sign	Each	9	\$10.50	9	\$94.50	9	\$94.50	0	\$0.00	
33	Temporary Mailbox	Each	2	\$21.00	2	\$42.00	2	\$42.00	0	\$0.00	
34	Remove Concrete Curb and Gutter	Ft	70	\$6.00	70	\$420.00	66	\$396.00	4	\$24.00	CCO#3
35	Remove Asphalt Concrete Pavement	SqYd	406	\$2.70	406	\$1,096.20	406	\$1,096.20	0	\$0.00	CCO#3
36	Remove Concrete Pavement	SqYd	188	\$6.00	188	\$1,128.00	166	\$996.00	22	\$132.00	CCO#3
37	Remove Concrete Sidewalk	SqYd	33	\$11.50	33	\$379.50	28	\$322.00	5	\$57.50	CCO#3
38	Saw Existing Asphalt	Ft	96	\$2.25	96	\$216.00	96	\$216.00	0	\$0.00	CCO#3
39	Saw Existing PCC Pavement	Ft	35	\$20.00	35	\$700.00	15	\$300.00	20	\$400.00	CCO#3
40	Remove Fence	Ft	1555	\$1.35	1555	\$2,099.25	1555	\$2,099.25	0	\$0.00	CCO#3
Grading											
41	Salvage Topsoil	CuYd	18558	\$2.00	18558	\$37,116.00	18558	\$37,116.00	0	\$0.00	CCO#3
42	Unclassified Excavation	CuYd	17825	\$5.65	17825	\$100,711.25	17825	\$100,711.25	0	\$0.00	CCO#3
43	Contractor Furnished Borrow	CuYd	65470	\$4.55	65470	\$297,888.50	65470	\$297,888.50	0	\$0.00	
44	6" Perforated PVC Underdrain	Ft	8054	\$11.22	8054	\$90,365.88	8054	\$90,365.88	0	\$0.00	CCO#3
Sanitary Sewer											
45	Lift Station	Each	1	\$99,832.50	1	\$99,832.50	1	\$99,832.50	0	\$0.00	
46	Remove Sanitary Sewer Manhole	Each	1	\$816.00	1	\$816.00	1	\$816.00	0	\$0.00	
47	Remove Sewer Pipe	Ft	78	\$10.20	78	\$795.60	78	\$795.60	0	\$0.00	
48	Salvage Sanitary Sewer Manhole for Reset	Each	1	\$1,020.00	1	\$1,020.00	1	\$1,020.00	0	\$0.00	
49	Remove & Reset Manhole Frame & Cover	Each	3	\$51.00	3	\$153.00	3	\$153.00	0	\$0.00	
50	8" Sanitary Sewer Pipe 6' to 8' Deep	Ft	452	\$31.62	452	\$14,292.24	452	\$14,292.24	0	\$0.00	CCO#3
51	8" Sanitary Sewer Pipe 8' to 10' Deep	Ft	648	\$31.62	648	\$20,489.76	648	\$20,489.76	0	\$0.00	CCO#3
52	8" Sanitary Sewer Pipe 10' to 12' Deep	Ft	1881	\$33.66	1881	\$63,314.46	1881	\$63,314.46	0	\$0.00	CCO#3
53	8" Sanitary Sewer Pipe 12' to 14' Deep	Ft	561	\$35.70	561	\$20,027.70	561	\$20,027.70	0	\$0.00	
54	12" Sanitary Sewer Pipe 16' to 18' Deep	Ft	17	\$60.18	17	\$1,023.06	17	\$1,023.06	0	\$0.00	
55	15" Sanitary Sewer Pipe 12' to 14' Deep	Ft	59	\$62.22	59	\$3,670.98	59	\$3,670.98	0	\$0.00	CCO#3
56	30" Sanitary Sewer Pipe 14' to 16' Deep	Ft	50	\$119.34	50	\$5,967.00	50	\$5,967.00	0	\$0.00	
57	30" Sanitary Sewer Pipe 16' to 18' Deep	Ft	384	\$124.44	384	\$47,784.96	384	\$47,784.96	0	\$0.00	
58	6" C900 PVC Sanitary Sewer Force Main	Ft	3331	\$22.95	3331	\$76,446.45	3331	\$76,446.45	0	\$0.00	
59	6" DIP Sanitary Sewer Force Main	Ft	20	\$30.09	20	\$601.80	20	\$601.80	0	\$0.00	
60	8" x 4" Sewer Wye	Each	1	\$142.80	1	\$142.80	1	\$142.80	0	\$0.00	
61	8" x 6" Sewer Wye	Each	4	\$117.30	4	\$469.20	4	\$469.20	0	\$0.00	
62	6" MJ Bend - Force Main	Each	4	\$453.90	4	\$1,815.60	4	\$1,815.60	0	\$0.00	

ITEM NO.	DESCRIPTION	PLAN	UNIT	TOTAL TO DATE		PAST APPLICATION		THIS APPLICATION		REMARKS	
				QUANTITY	PRICE	QUANTITY	PRICE	QUANTITY	PRICE		
63	6"x6" MJ Tee - Force Main	Each	1	\$510.00	1	\$510.00	1	\$510.00	0	\$0.00	
64	6" MJ Long Sleeve - Force Main	Each	1	\$397.80	1	\$397.80	1	\$397.80	0	\$0.00	
65	8" Sewer Couplings	Each	2	\$214.20	2	\$428.40	2	\$428.40	0	\$0.00	
66	15" Sewer Couplings	Each	0	\$479.40		\$0.00		\$0.00	0	\$0.00	CCO#3
67	4" Sewer Cap	Each	1	\$30.60	1	\$30.60	1	\$30.60	0	\$0.00	
68	6" Sewer Cap	Each	4	\$51.00	4	\$204.00	4	\$204.00	0	\$0.00	
69	8" Sewer Cap	Each	8	\$87.82	8	\$702.56	8	\$702.56	0	\$0.00	CCO#3
70	30" Sewer Cap	Each	4	\$1,652.40	4	\$6,609.60	2	\$3,304.80	2	\$3,304.80	CCO#3
71	Tracer Wire Test Stations	Each	6	\$56.10	6	\$336.60	6	\$336.60	0	\$0.00	
72	Manhole Markers	Each	3	\$61.20	3	\$183.60	3	\$183.60	0	\$0.00	
73	48" Manhole 0'-6' Deep	Each	1	\$1,193.40	1	\$1,193.40	1	\$1,193.40	0	\$0.00	
74	48" Manhole 10'-12' Deep	Each	5	\$2,080.80	5	\$10,404.00	5	\$10,404.00	0	\$0.00	
75	48" Manhole 12'-14' Deep	Each	4	\$2,305.20	4	\$9,220.80	4	\$9,220.80	0	\$0.00	
76	48" Manhole 20'-22' Deep	Each	1	\$3,345.60	1	\$3,345.60	1	\$3,345.60	0	\$0.00	
77	48" Lined Manhole 10'-12' Deep	Each	1	\$4,386.00	1	\$4,386.00	1	\$4,386.00	0	\$0.00	
78	60" Lined Manhole 22'-24' Deep	Each	1	\$12,342.00	1	\$12,342.00	1	\$12,342.00	0	\$0.00	
79	60" Lined Manhole 24'-26' Deep	Each	1	\$13,260.00	1	\$13,260.00	1	\$13,260.00	0	\$0.00	
80	Reset Salvaged Manhole 12' to 14' Deep	Each	1	\$829.26	1	\$829.26	1	\$829.26	0	\$0.00	
81	Reconstruct Manhole	Each	1	\$1,009.80	1	\$1,009.80	1	\$1,009.80	0	\$0.00	
82	Connect to Existing Manhole	Each	1	\$1,428.00	1	\$1,428.00	1	\$1,428.00	0	\$0.00	
83	Manhole Drop Section	Each	3	\$1,065.90	3	\$3,197.70	3	\$3,197.70	0	\$0.00	CCO#3
84	6" Boots For Manhole	Each	1	\$76.50	1	\$76.50	1	\$76.50	0	\$0.00	
85	8" Boots For Manhole	Each	27	\$76.50	27	\$2,065.50	27	\$2,065.50	0	\$0.00	
86	12" Boots For Manhole	Each	1	\$117.30	1	\$117.30	1	\$117.30	0	\$0.00	
87	15" Boots For Manhole	Each	6	\$178.50	6	\$1,071.00	6	\$1,071.00	0	\$0.00	
88	30" Boots For Manhole	Each	4	\$321.30	4	\$1,285.20	4	\$1,285.20	0	\$0.00	
89	4" Sanitary Sewer Service	Ft	40	\$20.40	40	\$816.00	40	\$816.00	0	\$0.00	
90	6" Sanitary Sewer Service	Ft	132	\$24.48	132	\$3,231.36	132	\$3,231.36	0	\$0.00	
91	Manhole Frame and Cover	Each	11	\$316.20	11	\$3,478.20	11	\$3,478.20	0	\$0.00	
	Manhole Frame and Cover with Bolt Down										
92	Cover Plate	Each	2	\$708.90	2	\$1,417.80	2	\$1,417.80	0	\$0.00	CCO#3
93	Manhole External Frame Seal	Each	16	\$408.00	16	\$6,528.00	16	\$6,528.00	0	\$0.00	CCO#3
94	Manhole Exfiltration/Vacuum Test	Each	15	\$306.00	15	\$4,590.00	15	\$4,590.00	0	\$0.00	CCO#3
95	PVC Sewer Pipe Deflection Test	Ft	4052	\$1.02	4052	\$4,133.04	3650	\$3,723.00	402	\$410.04	CCO#3
96	Sanitary Sewer Televising	Ft	4052	\$1.02	4052	\$4,133.04	3975	\$4,054.50	77	\$78.54	CCO#3
97	Sanitary Sewer Exfiltration Testing	Ft	4052	\$1.02	4052	\$4,133.04	3932	\$4,010.64	120	\$122.40	CCO#3
98	Sanitary Sewer Temporary Bypass Pumping	LS	0	\$510.00		\$0.00		\$0.00	0	\$0.00	CCO#3
Water Main											
99	Remove Water Main	Ft	11	\$10.20	11	\$112.20	11	\$112.20	0	\$0.00	CCO#3
100	Fire Hydrant	Each	12	\$2,672.40	12	\$32,068.80	12	\$32,068.80	0	\$0.00	
101	6" C900 DR 18 PVC Water Main	Ft	505	\$23.97	505	\$12,104.85	505	\$12,104.85	0	\$0.00	CCO#3
102	8" C900 DR 18 PVC Water Main	Ft	726	\$26.01	726	\$18,883.26	726	\$18,883.26	0	\$0.00	CCO#3
103	12" C900 DR 18 PVC Water Main	Ft	3371	\$36.21	3371	\$122,063.91	3371	\$122,063.91	0	\$0.00	CCO#3

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					QUANTITY	EARNED	QUANTITY	PRICE	QUANTITY	PRICE	
104	12" PVC C900 Restrained Joint Water Main 20" Steel Casing Pipe, Trenchless	Ft	73	\$47.94	73	\$3,499.62	73	\$3,499.62	0	\$0.00	
105	Construction	Ft	60	\$499.80	60	\$29,988.00	60	\$29,988.00	0	\$0.00	
106	6" MJ Gate Valve with Box	Each	10	\$1,040.40	10	\$10,404.00	10	\$10,404.00	0	\$0.00	
107	8" MJ Gate Valve with Box	Each	9	\$1,530.00	9	\$13,770.00	9	\$13,770.00	0	\$0.00	
108	12" MJ Gate Valve with Box	Each	6	\$2,346.00	6	\$14,076.00	6	\$14,076.00	0	\$0.00	
109	8"x6" MJ Reducer	Each	4	\$367.20	4	\$1,468.80	4	\$1,468.80	0	\$0.00	CCO#3
110	12"x6" MJ Reducer	Each	2	\$504.90	2	\$1,009.80	2	\$1,009.80	0	\$0.00	
111	6" MJ Bend	Each	2	\$336.60	2	\$673.20	2	\$673.20	0	\$0.00	
112	12" MJ Bend	Each	2	\$953.70	2	\$1,907.40	2	\$1,907.40	0	\$0.00	
113	8"x6" MJ Tee	Each	1	\$566.10	1	\$566.10	1	\$566.10	0	\$0.00	
114	12"x6" MJ Tee	Each	8	\$1,004.70	8	\$8,037.60	8	\$8,037.60	0	\$0.00	
115	12"x8" MJ Tee	Each	2	\$918.00	2	\$1,836.00	2	\$1,836.00	0	\$0.00	
116	12"x12" MJ Tee	Each	1	\$1,081.20	1	\$1,081.20	1	\$1,081.20	0	\$0.00	
117	12"x8" MJ Cross	Each	3	\$1,096.50	3	\$3,289.50	3	\$3,289.50	0	\$0.00	
118	6" MJ Cap	Each	1	\$193.80	1	\$193.80	1	\$193.80	0	\$0.00	
119	8" MJ Cap	Each	4	\$234.60	4	\$938.40	4	\$938.40	0	\$0.00	CCO#3
120	12" MJ Long Sleeve	Each	3	\$724.20	3	\$2,172.60	3	\$2,172.60	0	\$0.00	CCO#3
121	12" Fire Hydrant Extension	Each	0	\$678.30		\$0.00		\$0.00	0	\$0.00	CCO#3
122	Temporary Fire Hydrant	Each	0	\$2,488.80		\$0.00		\$0.00	0	\$0.00	CCO#3
123	Cut and Tie to Existing Water Main	Each	2	\$1,224.00	2	\$2,448.00	2	\$2,448.00	0	\$0.00	
124	Connect to Existing Water Main	Each	3	\$1,224.00	3	\$3,672.00	3	\$3,672.00	0	\$0.00	CCO#3
125	1" Water Service	Ft	43	\$14.28	43	\$614.04	43	\$614.04	0	\$0.00	
126	2" Water Service	Ft	92	\$17.34	92	\$1,595.28	92	\$1,595.28	0	\$0.00	
127	1" Curb Stop	Each	1	\$571.20	1	\$571.20	1	\$571.20	0	\$0.00	
128	2" Curb Stop	Each	4	\$1,071.00	4	\$4,284.00	4	\$4,284.00	0	\$0.00	
129	Water Main Insulation	Ft	650	\$6.32	650	\$4,108.00	650	\$4,108.00	0	\$0.00	CCO#3
Drainage											
130	Remove Storm Sewer Pipe	Ft	99	\$9.00	99	\$891.00	99	\$891.00	0	\$0.00	
131	18" RCP Class 3	Ft	1147	\$38.11	1147	\$43,712.17	1147	\$43,712.17	0	\$0.00	
132	24" RCP Class 3	Ft	636	\$44.32	636	\$28,187.52	636	\$28,187.52	0	\$0.00	
133	30" RCP Class 3	Ft	1312	\$57.31	1312	\$75,190.72	1312	\$75,190.72	0	\$0.00	CCO#3
134	18" RCP Flared End	Each	1	\$538.58	1	\$538.58	1	\$538.58	0	\$0.00	
135	24" RCP Flared End	Each	1	\$607.02	1	\$607.02	1	\$607.02	0	\$0.00	
136	30" RCP Flared End	Each	1	\$792.66	1	\$792.66	1	\$792.66	0	\$0.00	
137	Class M6 Concrete	CuYd	98.86	\$688.50	98.86	\$68,065.11	98.86	\$68,065.11	0	\$0.00	
138	Reinforcing Steel	Lb	11340	\$1.48	11340	\$16,783.20	11340	\$16,783.20	0	\$0.00	
139	Type B Frame and Grate	Each	4	\$510.00	4	\$2,040.00	4	\$2,040.00	0	\$0.00	
140	Type Y Frame and Cover	Each	14	\$321.30	14	\$4,498.20	14	\$4,498.20	0	\$0.00	
141	Junction Box Frame and Cover	Each	12	\$331.50	12	\$3,978.00	12	\$3,978.00	0	\$0.00	
142	Storm Sewer Televising	Ft	2728	\$1.02	2728	\$2,782.56	2728	\$2,782.56	0	\$0.00	CCO#3

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					QUANTITY	EARNED	QUANTITY	PRICE	QUANTITY	PRICE	
Box Culvert											
143	Box Culvert Undercut	CuYd	840	\$5.00	840	\$4,200.00	840	\$4,200.00	0	\$0.00	
144	Box Culvert Bedding Material	CuYd	840	\$35.00	840	\$29,400.00	840	\$29,400.00	0	\$0.00	
145	Controlled Density Fill	CuYd	32	\$205.00	32	\$6,560.00	32	\$6,560.00	0	\$0.00	
146	14'x10' Concrete Box Culvert	Ft	116	\$1,405.00	116	\$162,980.00	116	\$162,980.00	0	\$0.00	
147	16'x11' Concrete Box Culvert	Ft	116	\$1,612.00	116	\$186,992.00	116	\$186,992.00	0	\$0.00	
148	Concrete Flared End Sections	LS	1	\$514,500.00	1	\$514,500.00	1	\$514,500.00	0	\$0.00	
Paving & Restoration											
149	Geotextile Fabric For Subgrade Stabilization	SqYd	28161	\$1.90	28161	\$53,505.90	28161	\$53,505.90	0	\$0.00	
150	Crushed Concrete	Ton	14823.8	\$13.80	14823.8	\$204,568.44	13986.5	\$193,013.70	837.3	\$11,554.74	CCO#3
151	Aggregate Base Course	Ton	6235.36	\$12.00	6235.36	\$74,824.32	3402.83	\$40,833.96	2832.53	\$33,990.36	CCO#3
152	Gravel Surfacing	Ton	0	\$13.80	0	\$0.00	0	\$0.00	0	\$0.00	CCO#3
153	Asphalt Concrete Composite, PG58-28	Ton	7304.98	\$60.85	7304.98	\$444,508.03	7271.9	\$442,495.12	33.08	\$2,012.91	CCO#3
154	Concrete Curb & Gutter SF66	Ft	9678	\$11.22	9678	\$108,587.16	9674	\$108,542.28	4	\$44.88	CCO#3
155	6" PCC Fillet Section	SqYd	519.5	\$65.23	519.5	\$33,886.99	498	\$32,484.54	21.5	\$1,402.45	CCO#3
156	Concrete Valley Gutter, 6" Thick	SqYd	288	\$60.42	288	\$17,400.96	288	\$17,400.96	0	\$0.00	
157	6" Concrete Approach Pavement	SqYd	147.5	\$45.00	147.5	\$6,637.50	117	\$5,265.00	30.5	\$1,372.50	CCO#3
158	4" Concrete Sidewalk	SqFt	7364	\$4.55	7364	\$33,506.20	7364	\$33,506.20	0	\$0.00	CCO#3
159	6" Concrete Sidewalk	SqFt	2770	\$5.56	2770	\$15,401.20	2720	\$15,123.20	50	\$278.00	CCO#3
160	Detectable Warning Panel	SqFt	180	\$43.86	180	\$7,894.80	180	\$7,894.80	0	\$0.00	CCO#3
161	Adjust Manhole	Each	24	\$357.00	24	\$8,568.00	24	\$8,568.00	0	\$0.00	
162	Valve Box Adjustment	Each	30	\$148.00	30	\$4,440.00	30	\$4,440.00	0	\$0.00	
163	4" Pavement Marking Paint, Yellow	Ft	17634	\$0.16	17634	\$2,821.44	17634	\$2,821.44	0	\$0.00	CCO#3
164	4" Pavement Marking Paint, White	Ft	50	\$0.16	50	\$8.00	0	\$0.00	50	\$8.00	
165	24" Pavement Marking Paint, White	Ft	66	\$1.05	66	\$69.30	66	\$69.30	0	\$0.00	CCO#3
166	Pavement Marking Paint, Arrow	Each	83	\$21.00	83	\$1,743.00	83	\$1,743.00	0	\$0.00	CCO#3
167	Type 2 Object Marker Back to Back	Each	4	\$21.00	4	\$84.00	4	\$84.00	0	\$0.00	
168	Reset Mailbox	Each	1	\$210.00	1	\$210.00	1	\$210.00	0	\$0.00	
169	2 Post Panel	Each	23	\$136.50	23	\$3,139.50	19	\$2,593.50	4	\$546.00	CCO#3
170	Type 2 Right of Way Fence	Ft	1799	\$2.89	1799	\$5,199.11	1611	\$4,655.79	188	\$543.32	CCO#3
171	16' Tubular Gate	Each	3	\$368.00	3	\$1,104.00	2	\$736.00	1	\$368.00	CCO#3
172	6' Chainlink Fence with Top Rail	Ft	304	\$26.80	304	\$8,147.20	0	\$0.00	304	\$8,147.20	
173	Double Vehicular Swing Gate (16' Wide)	Each	1	\$788.00	1	\$788.00	1	\$788.00	0	\$0.00	
174	Repair Irrigation Systems	LS	1	\$2,100.00	1	\$2,100.00	1	\$2,100.00	0	\$0.00	
	Liquidated Damages (Sanitary Sewer & Water Main)	Day	5	(\$1,250.00)	0	\$0.00	5	(\$6,250.00)	-5	\$6,250.00	
TOTALS						\$3,918,575.43		\$3,818,796.21		\$99,779.22	

Maintenance Report – 12/17/2019

December 13, 2019

Streets

Slurry seal – I sent the information for next year's slurry seal project to Dexter with Stockwells last week. Dexter is putting together the forms and sending the over to Sioux Falls. Nick Traupel with Sioux Falls is planning on bidding the project the first part of the year.

Equipment- The rear seal has been replaced in the 2006 Chevy. All of the 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.

Sweeping – The sweeping is done for now.

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. Next week I'm planning on putting the trailer out on Mickelson Road. Teresa downloaded the speed trailer and here are some numbers: South Main – 11/13/19 – 11/17/19 740 vehicles going south, average speed was 24 MPH, 85% of the traffic was 26 MPH or less, highest speed was 51 MPH. Vandemark Ave. – 11/18/19 – 11/27/19 1625 vehicles going south, average speed was 22 MPH, 85% of the traffic was 27 MPH or less, highest speed was 70 MPH.

Drainage areas – Chad has started cleaning the drainage areas. They might be done today. Jesse is helping haul out the waste material to help keep the cost down.

Downtown lights – The last light has been installed and we are trying something with the two that are under the lights. I have not been in town at night to check them to see if they are working.

Hometown Christmas – This is wrapped up for this year.

Christmas lights – We will take down the lights after the holidays.

Water

Meters – We are putting together a list to get started on to update the meters. We will be working on these throughout the winter.

Reports – No reports are due until January.

Sewer

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

Reports – No reports due until January. With the new permit the DMR's will have to be filled out and sent in monthly. I called Al Spangler the other day to see when he thought the new permit would take place. He figured it would be in February. I will still start sending them in monthly even if the new permit is not in place.

Lagoons – We started discharging last week, all of the sample results are looking good at this time.

Sagehorn lift station – All is good at this time.

Sump pumps – Nothing new at this time.

Discharge permit – We received a copy of the new permit the other day. We will have a few changes but nothing real major. The biggest thing will be contacting DENR to get permission to discharge prior to discharging. There will also be more paper work involved.

Park

Parks – The counter tops are done and will be picked up today and installed this winter as weather allows. WE are planning on installing the score board frame on Monday.

Turtle Creek – No updates at this time.

Bike Trail – Nothing new at this time.

Sports complex – Nothing to report at this time.

FINANCE OFFICER REPORT

December 17, 2019

Cash Report and Sales Tax Revenue: Following is a comparison of the 2018 and 2019 Cash Reports as well as the year to date Sales Tax Revenue as of November 30th.

	<u>November 30, 2018</u>	<u>November 30, 2019</u>	<u>Difference</u>
Total Cash	\$3,938,393.94	\$4,034,183.70	\$ 95,789.76
General Fund	\$1,964,922.42	\$2,238,750.17	\$273,827.75
1 st Penny	\$ 391,925.77	\$ 396,578.28	\$ 4,652.51
2 nd Penny	\$ 391,925.75	\$ 396,578.28	\$ 4,652.53
3 rd Penny	\$ 57,468.45	\$ 60,022.21	\$ 2,553.76

Committee Funds: Attached are the committee reports as of November 30, 2019.

Bike/Rec Trail Committee	\$5,061.20
Sports Complex Committee	\$126,758.32
Downtown Committee	\$10,584.29

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

A1 Electric, Plumbing, Heat & Air	426.25	Bar Screen Heater Repairs
Baldwin Supply Company	448.58	Sewer Pump Repairs
Beaverbuilt, Inc.	2,681.50	Countertops for Park Shelters
City of Sioux Falls	1,853.00	2019 Mosquito Control
Concrete Materials	3,900.68	Salt Sand for Streets
Custom Tree Movers, Inc.	900.00	Tree for Century Park
Daktronics, Inc.	5,725.00	Scoreboard for Field A in Park
LED Lighting Solutions	4,507.33	10 Light Poles for Downtown
Nothdurft Concrete	38,250.00	Mickelson Rd Sidewalk Repairs
Reliabank Dakota	11,739.48	Debt Service
Tapco	1,235.00	Radio Kits for Crosswalk Lights
US Bank Trust, NA	99,001.67	Debt Service
Zacharias Construction, Inc.	1,680.00	Crushed Asphalt

Pre-paid Bills:

Kelly Point Partners	7,921.99	Upsizing Water Main – per CC 11/19/19
RMS Drainage & Excavation	13,363.97	Pay 6 Swenson Park Grading – per CC 12/3/19

Calendar of Events:

Dec 2019:

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

BIKE/REC TRAIL COMMITTEE FUNDS

(as of November 30, 2019)

Activity	Date	Revenue	Expenses	Balance
End of Year 2010 - Balance	12/31/2010	\$25,038.24	\$438.90	\$24,599.34
End of Year 2011 - Balance	12/31/2011	\$144,373.60	\$147,224.03	\$21,748.91
End of Year 2012 - Balance	12/31/2012	\$115,057.43	\$81,227.85	\$55,578.49
End of Year 2013 - Balance	12/31/2013	\$11,506.78	\$10,206.58	\$56,878.69
End of Year 2014 - Balance	12/31/2014	\$56.78	\$2,345.73	\$54,589.74
End of Year 2015 - Balance	12/31/2015	\$52.25	\$10,039.46	\$44,602.53
End of Year 2016 - Balance	12/31/2016	\$174.69	\$762.70	\$44,014.52
End of Year 2017 - Balance	12/31/2017	\$59.04	\$25,854.37	\$18,219.19
End of Year 2018 - Balance	12/31/2018	\$30,584.26	\$48,803.45	\$0.00
Year 2019				
Deposit (2019 Budget)	1/1/2019	\$10,000.00		\$10,000.00
Deposit (interest)	2/28/2019	\$1.33		\$10,001.33
Deposit (interest)	3/31/2019	\$1.41		\$10,002.74
Deposit (interest)	4/30/2019	\$1.40		\$10,004.14
Deposit (interest)	5/31/2019	\$1.46		\$10,005.60
Deposit (interest)	6/30/2019	\$1.35		\$10,006.95
SD Dept of Transportation (Mike Franken Trail)	7/16/2019		\$4,949.97	\$5,056.98
Deposit (interest)	7/31/2019	\$1.42		\$5,058.40
Deposit (interest)	8/31/2019	\$0.72		\$5,059.12
Deposit (interest)	9/30/2019	\$0.93		\$5,060.05
Deposit (interest)	10/31/2019	\$0.74		\$5,060.79
Deposit (interest)	11/30/2019	\$0.41		\$5,061.20
TOTALS TO DATE for 2019		\$10,011.17	\$4,949.97	\$5,061.20

To date, the balance of Bike/Rec Trail fund is \$5,061.20

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

DOWNTOWN COMMITTEE FUNDS

(as of November 30, 2019)

Activity	Date	Revenue	Expenses	Balance
End of Year 2011 - Balance	12/31/2011	\$5,000.06	\$4,910.63	\$89.43
End of Year 2012 - Balance	12/31/2012	\$10,009.86	\$0.00	\$10,099.29
End of Year 2013 - Balance	12/31/2013	\$10.35	\$474.57	\$9,635.07
End of Year 2014 - Balance	12/31/2014	\$6.78	\$9,000.00	\$641.85
End of Year 2015 - Balance	12/31/2015	\$1.71	\$496.91	\$146.65
End of Year 2016 - Balance	12/31/2016	\$3.70	\$0.00	\$150.35
End of Year 2017 - Balance	12/31/2017	\$3.53	\$0.00	\$153.88
End of Year 2017 - Transfer Committee Acct Balance	12/31/2017	\$2,044.14	\$0.00	\$2,198.02
End of Year 2018 - Balance	12/31/2018	\$3.72	\$0.00	\$2,201.74
Year 2019				
Interest Deposit	1/31/2019	\$0.31		\$2,202.05
Interest Deposit	2/28/2019	\$0.29		\$2,202.34
Interest Deposit	3/31/2019	\$0.31		\$2,202.65
Interest Deposit	4/30/2019	\$0.31		\$2,202.96
Deposit (SF Area Community Foundation - mural donation)	5/15/2019	\$1,500.00		\$3,702.96
Interest Deposit	5/31/2019	\$0.32		\$3,703.28
Hartford Area Optimist Club (mural project)	6/18/2019		\$3,500.00	\$203.28
Interest Deposit	6/30/2019	\$0.50		\$203.78
Interest Deposit	7/31/2019	\$0.03		\$203.81
Interest Deposit	8/31/2019	\$0.03		\$203.84
Interest Deposit	9/30/2019	\$0.04		\$203.88
Leo Scherer Donation (per City Council 10/15/19)	10/15/2019	\$10,379.51		\$10,583.39
Deposit (interest)	10/31/2019	\$0.03		\$10,583.42
Deposit (interest)	11/30/2019	\$0.87		\$10,584.29
TOTALS		\$11,882.55	\$3,500.00	\$10,584.29

To date, the balance of Downtown fund is \$10,584.29

Summary of Expenses:	
Attorney's/Accountant's Fees	\$1,105.34
Remaining Appropriation (benches, trash cans)	\$4,302.20
Postage for Survey Mailing	\$474.57
Hartford Area Optimist Club (mural)	\$3,500.00
Transfer to General Fund	\$9,000.00

Sports Complex Committee Funds

(as of November 30, 2019)

Activity	Date	Revenue	Expenses	Balance
End of Year 2010 - Balance	12/31/2010	\$100,153.94	\$1,284.28	\$98,869.66
End of Year 2011 - Balance	12/31/2011	\$100,287.58	\$192,255.17	\$6,902.07
End of Year 2012 - Balance	12/31/2012	\$47,754.85	\$346,215.92	(\$291,559.00)
End of Year 2013 - Balance	12/31/2013	\$409,797.66	\$85,298.19	\$3,294,047.00
End of Year 2014 - Balance	12/31/2014	\$45,423.32	\$76,328.01	\$2,035.78
End of Year 2015 - Balance	12/31/2015	\$50,015.74	\$45,940.22	\$6,111.83
End of Year 2016 - Balance	12/31/2016	\$14,032.17	\$0.00	\$20,144.00
End of Year 2017 - Balance	12/31/2017	\$100,180.67	\$0.00	\$120,324.67
End of Year 2018 - Balance	12/31/2018	\$186.43	\$22,283.15	\$98,227.95
Year 2019				
Deposit (2019 Budget)	1/1/2019	\$50,000.00		\$148,227.95
Interest Deposit	1/31/2019	\$13.65		\$148,241.60
Deposit (Hartford Area Softball - scoreboard donation)	2/11/2019	\$800.00		\$149,041.60
Interest Deposit	2/28/2019	\$19.74		\$149,061.34
Interest Deposit	3/31/2019	\$21.02		\$149,082.36
Interest Deposit	4/30/2019	\$20.88		\$149,103.24
Daktronics, Inc. (2 scoreboards)	5/21/2019		\$11,367.52	\$137,735.72
Stockwell Engineers, Inc. (cost estimates)	5/21/2019		\$305.40	\$137,430.32
Interest Deposit	5/31/2019	\$21.79		\$137,452.11
Hartford Area Softball Assoc (field rent)	6/14/2019	\$320.00		\$137,772.11
Beaverbuilt, Inc. (scoreboard frames)	6/18/2019		\$3,126.00	\$134,646.11
Beaverbuilt, Inc. (telehandler rental for scoreboard install)	6/18/2019		\$75.00	\$134,571.11
Interest Deposit	6/30/2019	\$18.53		\$134,589.64
Beaverbuilt, Inc. (telehandler rental for scoreboard install)	7/16/2019		\$200.00	\$134,389.64
Colton Redi-Mix, Inc. (concrete for scoreboard install)	7/16/2019		\$432.00	\$133,957.64
Stockwell Engineers, Inc. (master plan/cost estimates)	7/16/2019		\$2,028.60	\$131,929.04
Travis Electric, Inc. (electrical for scoreboard install)	7/16/2019		\$5,260.00	\$126,669.04
Interest Deposit	7/31/2019	\$19.09		\$126,688.13
Interest Deposit	8/31/2019	\$18.04		\$126,706.17
Interest Deposit	9/30/2019	\$23.22		\$126,729.39
Interest Deposit	10/31/2019	\$18.55		\$126,747.94
Interest Deposit	11/30/2019	\$10.38		\$126,758.32
TOTALS		\$51,324.89	\$22,794.52	\$126,758.32

To date, the balance of Sports Complex funds is \$126,758.32

Summary of Expenses:	
501c3 Filing Fees	\$750.00
Attorney's/Accountant's Fees	\$608.42
Earnest Money	\$500.00
Land Purchase	\$150,000.00
Land Purchase-Closing Costs	\$444.00
Engineer-Wetlands	\$2,980.80
Loan Expenses	\$15,712.03
Advertising Fees	\$40.52
Engineer Fees	\$94,424.55
Construction Fees - Sitework	\$355,467.20
Soukup Construction - Overseeding	\$4,011.66
Supplies	\$907.33
D. Hauptman Co. - Soccer Goals	\$3,510.00
American Fence Company (fence 2 softball fields)	\$72,330.46
Water Line Expense	\$465.31
Ag-Lime	\$45,940.22
Electrical	\$8,248.80
Water Service Line	\$13,569.04
Daktronics, Inc (2 scoreboards)	\$11,367.52
Beaverbuilt, Inc (scoreboard frames)	\$3,126.00
Beaverbuilt, Inc (telehandler rental for scoreboard install)	\$275.00
Colton Redi-Mix, Inc (concrete for scoreboard install)	\$432.00
Travis Electric, Inc (electrical for scoreboard install)	\$5,260.00
Stockwell Engineers (master plan/cost estimates)	\$2,028.60

Explanation of Agenda ItemsApplications, Hearings, Resolutions & Ordinances:

- **7:05 Public Hearing on Vandemark Road Project (Review of Assessment Rolls):** This public hearing is to review and approve the assessment rolls for the property along Vandemark Avenue that abuts the improved Vandemark Avenue. Resolution 2019-18 will need to be reviewed and approved, along with the supporting assessment roll.
 - **Resolution 2019-18:** This is the direct assessment roll for the street improvements and sidewalks that were placed with the project on the lots that abut this project. Street improvements were done from Highway 38 north to the city limits – all the property along this new street is being assessed. The city also placed sidewalks along the developed property, which includes all the properties except Knapp’s Landing and Roger Haugo’s property – the sidewalk on these two properties will need to be placed by the property owner when they are built upon. It was the council’s decision to include the sidewalks with this project to ensure timely placement and hopefully secure a better pricing for all with the larger quantities used. Mitch had calculated the actual cost of the street improvement was \$111.82 per linear foot and the actual cost of the sidewalk was \$28.05 per linear foot - this actual cost is shown on the assessment roll. Since the city has clarified our general assessment policy, the maximum assessment amount for street and sidewalks is \$100 per linear foot total – so each property on the assessment roll will be capped at the assessment amount of \$100 per linear foot. This is the actual amount of the assessment due to the city and is highlighted on the assessment roll. The resolution states that the assessment can be paid to the city by October 1, 2020 without any interest but after October 2, 2020, the any assessment still due to the city will be filed with the county for collection in 2021. The city is offering a payment plan of 10 years at 10% per motion at our last meeting. Once again, any of these amounts may be amended if the council so desires – it is not final until approval of this roll. I have enclosed the resolution and roll, along with a copy of the letter that was sent out to the property owners.

- **2nd Reading of Ordinance #681 – 2019 Supplemental Appropriation:** This ordinance would supplement the city’s 2019 budget. This would cover any unanticipated expenses, expenses added by the council throughout the year, or expenses that were unknown when the 2019 budget was adopted. It covers expenses in our budget for large general funds expenses and those expenses from other funds. Only two changes have been made since 1st reading - An additional \$144.71 was added to the Recreation account to cover an insurance premium and an additional \$6,625.00 was added to the capital improvements under park to help cover the final pay application that was paid earlier this month. All other account will be within budget. See enclosed Explanation in your packet.

- **1st Reading of Ordinance #683 – Amend Fence Regulations:** The Planning and Zoning Board has been discussing amending the city’s fence regulations. I have brought to their attention that the current city regulations do not adequately address what materials can or cannot be used for fences (it just doesn’t allow barbwire except in HI districts). I know in the past we have had some pretty questionable materials used for fences: pallets, chicken coop wire, wire, plastic sheeting, etc. – all of which have generated complaints from neighboring properties. I presented some suggested wording changes to the Board and they have reviewed it a couple of times and now want to recommend approval of their final draft to the council, which is ordinance #683. I have included in the packet a clean copy of the proposed ordinance and a copy of our current regulations, which highlight the section that have been amended.
 - Section B previously just stated that no barbed-wire fences could be erected except in heavy industrial districts. The proposed changes would state that any electrical or abnormally dangerous fencing is not allowed, and barbed-wire fences are allowed in heavy industrial and in natural resource conservation districts since NRC can be used for ag land.
 - Section C was added to our regulations and states that fences must be constructed with materials customarily used and manufactured as fencing materials. It also gives a list of accepted materials but states that if a material is not listed then a conditional use permit may be applied for (this will allow the applicant a chance to go before the P&Z Board with a possible new material that may be acceptable).
 - Section K had just one wording change – we added the last line in this section to state that it is the property owner’s responsibility to determine where the lot lines are located – the city can assist

with this but cannot guarantee the location and a survey is recommended if there is any doubt (this follows wording that we have on our fence application).

- The section after K was removed since it references access for reading and maintaining utility meters, which is unnecessary anymore – the city automatically reads meters and all meters are within the residence and not outside for maintenance.
- **Review/Approve Resolution 2019-19 – SRF Funding for Western Ave Sewer:** As you know, the state approved the city's application for an SRF Loan to finance the sewer main along Western Avenue. This loan will be financed through the issuance of revenue bonds. The enclosed resolution (drafted by Meierhenry Sargent LLC) allows for the issuance of these revenue bonds. This must be approved in order to move forward with our SRF financing.

Reports (Action Items):

- **Chamber & Economic Development Director Report:** Jesse is requesting to attend the SD Governor's Conference on Tourism this year. A conference agenda is enclosed for your reference. The conference will be held January 21st – 23rd in Pierre. Full registration cost is \$285, plus the cost of lodging.
- **Engineer Report:**
 - **2020 Force Account Contract:** Stockwell Engineers have submitted an agreement for professional services for 2020. This agreement covers force (miscellaneous) services throughout the year such as plat and plan reviews, map upgrades, construction estimates, etc. – specific projects, are covered under separate agreements. This is their standard agreement with no verbiage changes from last year. The rates have increased slightly – approximately 2.7% (which is a smaller increase from last year). We do usually see a slight increase in rates each year to help cover the costs of rising salaries and expenses.
 - **Change Order #3 to Soukup Construction – Vandemark Project:** Enclosed in your packet is change order #3 to Soukup Construction for the Vandemark Road Project. This is a deduct to the contract of \$11,216.68 for quantity adjustments.
 - **Pay Application #8 & Final to Soukup Construction – Vandemark Project:** Enclosed in your packet is pay application #8, which will be the final pay application to the contract for the Vandemark Project. Engineers have noted that all punch list items have been done and the job is completed. The final pay application is \$148,630.89.
 - **Change Order #3 to Soukup Construction – Mickelson Project:** Enclosed in your packet is change order #3 to Soukup Construction for the Mickelson Road Project. This is a deduct to the contract of \$81,423.57 for quantity adjustments.
 - **Pay Application #16 & Final to Soukup Construction – Mickelson Project:** Enclosed in your packet is pay application #16, which will be the final pay application to the contract for the Mickelson Project. Engineers have noted that all punch list items have been done and the job is completed. The final pay application is \$290,719.03.

New Business:

- **Review Tax Abatement Request on Parcel #58489:** Minnehaha County has received a property tax abatement request from a disabled veteran within the city of Hartford. State laws allows tax abatements to qualifying senior and disabled veterans. This applicant qualified as a disabled veteran. Since the abatement is a health-related issue, the applicant's personal information has been concealed. Since this affects property within the city, the city council must make a motion to allow the \$308.16 tax abatement. The applicant qualified for the abatement and I recommend approval.
- **2020 Fire Protection Service Agreement:** Enclosed in your packet is a copy of the agreement between the City of Hartford and Hartford Area Fire & Rescue. Each year the city agrees to pay the Fire Department \$80,000 for fire protection services that will be used for their loan payment on the new fire station. The agreement is the same as previous years, with only date changes.
- **2019 Annual Report Engagement Letter:** Quam, Berglin & Post will be performing our 2019 audit. Enclosed in your packet is a copy of the engagement letter from Quam, Berglin & Post to complete the city's 2019 annual report as well. Each year the city is obligated to complete an annual report, consisting of year-end financials, to the state. We have always had our auditing firm complete this report in order to sustain consistency and give the auditor a better understanding of our financials as they complete the upcoming audit. This engagement letter is in the same form and manner as the previous years – no change in the verbiage of the agreement. The fee amount has gone up slightly (\$300) but no increase was seen by us in the last 2 years. This fee amount encompasses their estimated time and service to complete this report.
- **Appointment of Planning and Zoning Members:** The Planning and Zoning Board position of Matt Cain, Mark Anderson and Brad Miles expire at the end of 2019. The Mayor will need to make appointments for these three positions, with the approval of the city council. (These are for 2-year terms)

Non-Agenda Updates

Capital Improvement Plan (CIP): The CIP will be presented to the city council for review at our next meeting – January 7th. The 12th street project was added to the future projects list for council discussion.

WWTF Update: To my understanding Jon Brown will be present to give the council an overview and update on the wastewater treatment facility project.

Technical Standards: Mitch, Craig and I are reviewing our technical standards and will be amending them to include verbiage regarding curb grinding.

Joint Jurisdiction Letters: Letters were sent out earlier this month 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. At the beginning of next month, I will send out letters regarding the 2nd informational meeting on January 28th.

Lock Box Ordinance: This ordinance became effective December 6th. Bryan Shumaker, Paul Clarke, Bryan Voth and I met this last week to discuss how we were going to implement the new ordinance and notify existing businesses or residences that will be affected.

Evaluations: Employee evaluations are being conducted and can be reviewed in executive session.

I will be out of the office Tuesday, 12/17 through Friday, 12/20 but in town if you need to contact me.

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

Abatement Number 2019-0131

Parcel ID 58489
Legal Description [REDACTED]
School District 497 WEST CENTRAL SCHOOL DISTRICT #49-7
Owner [REDACTED]
2nd Name
Owner Address [REDACTED]
Owner City, State HARTFORD, SD 57,033
Abatement Status En route
Applicant [REDACTED]
Reason DOE RECOMMENDS APPROVAL
 TAXPAYER HAS OWNED HOME SINCE MAY 15TH, 1991 AND HAD OBTAINED 100% PERMANENT AND TOTAL VETERAN STATUS ON
 OCTOBER 15TH, 2018.
Levy Year 2018 **Taxable Value** \$195,023.00 **Tax** \$3,837.86 **Abatement Amount** \$308.16 **Interest** **Bill Number** 46232

Office	Recommendation	Signed By	Entered By	Entered Date
Equalization	Recommend Approval		SEXE, KYLE	11/22/2019
States Attorney	Legally Sufficient		DEGROOT, DREW	11/21/2019

Recommend Approval
 Recommend Not Approving

2019-131

058489- P & T VET

ABATEMENT PAYABLE 2019							DATE OF CHANGE	10/1/2018
PARCEL NUMBER:	58489						NO. OF DAYS/TAXABLE	304
OWNER:							NO OF DAYS w/P & T	61
TAX BILL NUMBER	46232							
Ci Hartford-WC school			ADJ FACTOR	MIL RATE	NO/DAYS	ORIGINAL TAXES		
	HARTFORD							
VALUE OF NA LAND		24,008	0.937	0.019679	365	\$442.69		
VALUE OF NA BLDG		184,128	0.937	0.019679	365	3,395.18		
		208,136				\$3,837.86	3,837.86	
			PLUS ST MAINT/DRAINAGE					
	TAXABLE					\$3,837.86		
	ADJUSTED FOR P & T							
VALUE OF NA LAND		24,008	0.937	0.019679	61	73.98		
VALUE OF NA BLDG	(P&T) STATUS	84,128	0.937	0.019679	61	259.25		
		108,136				333.23	3,529.70	
VALUE OF NA BLDG		208,136	0.937	0.019679	304	3,196.47		
	(& LAND) W/FULL TAXABLE							
			PLUS ST MAINT/DRAINAGE				-	
						-		
						3,529.70		
							AMOUNT TO ABATE	308.16
							NEW TAX AMOUNT	3,529.70
								3,837.86

FIRE PROTECTION SERVICES AGREEMENT

This Agreement is made the 1st day of January, 2020 between the City of Hartford, Minnehaha County, South Dakota, a municipal corporation, hereinafter "City" and Hartford Area Fire & Rescue, Inc., a nonprofit corporation, hereinafter "Fire & Rescue". This Agreement is made pursuant to South Dakota Codified Law Chapter 34-31. The City and Fire & Rescue agree as follows:

1. Nonprofit Corporation. Fire & Rescue represents and acknowledges that it is a nonprofit corporation legally organized for the primary purpose of providing firefighting equipment, fire fighting protection, and emergency services for the City and the area surrounding it.

2. Public Purposes. Fire & Rescue represents and acknowledges that it is operated as a nonprofit corporation for public purposes.

3. Term. City and Fire & Rescue agree that the term of this Agreement shall commence on the date it is executed by both parties and end on December 31, 2020. City and Fire & Rescue agree that this Agreement is renewable on an annual basis on terms and conditions agreed to by the parties in writing.

4. Services of Fire & Rescue. Fire & Rescue represents that it provides protection of life and property, control and extinguishment of fire, fire prevention, training, minor maintenance of fire equipment and apparatus, the daily routine of the fire station upkeep and emergency services along with all other duties normally associated with a fire department.

5. Maintenance. Fire & Rescue agrees that it is responsible for any and all necessary maintenance of any building it constructs for the purposes of providing a fire hall and fire fighting and emergency facilities for Fire & Rescue, Inc.

6. Utilities. Fire & Rescue agrees to be responsible for all gas, electricity, telephone, internet/cable, garbage charges, and sewer & water charges supplied to the facility out of which it will conduct fire fighting and emergency activities.

7. Payment. City agrees to pay to Fire & Rescue, during the term of this Agreement, the sum of eighty thousand dollars (\$80,000.00) for the provision of professional and adequate fire fighting and emergency services to the City of Hartford and its residents. The parties agree that the eighty thousand dollars (\$80,000.00) payment will be made to Fire & Rescue on or before June 1, 2020.

8. Loan Payments. City and Fire & Rescue agree that the eighty thousand dollars (\$80,000.00) payment being made pursuant to this Agreement shall be used for the sole purpose of principal and interest payment on any debt that Fire & Rescue owes to Rural Development or to Reliabank, on money borrowed by Fire & Rescue to build a new fire hall on the real property legally described as:

Lots 2 of Fire Station Addition to the City of Hartford, Minnehaha County, South Dakota.

9. First Right of Refusal. Fire & Rescue in exchange for the terms of this Agreement and the payment to be made by City grants to the City the first right to purchase the real property described in this Agreement and the fire hall building located thereon or any part of the real property which is sold, for an amount equal to and upon the same terms and conditions

of any bona fide offer received by Fire & Rescue for the purchase thereof. The conditions of this right to purchase are as follows:

- a. A bona fide offer shall include any offer Fire & Rescue may receive for the property or any part thereof.
- b. Fire & Rescue may not sell the real property or any part thereof unless Fire & Rescue shall first give City notice of such offer. After giving such notice and upon City's failure to exercise its right to purchase as provided herein, Fire & Rescue may sell said property to the party making such offer.
- c. Within 30 days after receipt of such notice, City may exercise the option to purchase by written notice thereof acknowledged and recorded in the office of the Register of Deeds of Minnehaha County and mailed by certified mail, return receipt requested to Fire & Rescue at the address set forth below or at such other address as Buyer and Fire & Rescue may furnish to City in writing. To constitute an exercise of this option, such recording and mailing must be on or before thirty (30) days after receipt of notice.
- d. If City shall exercise its right to purchase and make the payments and perform the covenants concerning purchase of the property, Fire & Rescue covenants and agrees to convey and assure to City in fee simple clear of all encumbrances by a good and sufficient Warranty Deed the real property or any part thereof described herein.

10. Proceeds of Sale. Fire & Rescue further agrees that it will not sell the to be constructed fire hall building, the land upon which it is located or any portion thereof without the written consent of the City, which consent will not be unreasonably withheld. Fire & Rescue agrees that if the property is sold, then in that event all the proceeds of the sale will be transferred to City within five days of the date of closing the sale. The requirement that Fire & Rescue transfer the proceeds of the sale to the City within five days of the date of sale is inapplicable in the event that Fire & Rescue has entered into a contract for construction of a new fire hall or has completed the construction of a new fire hall in which event the entire proceeds of sale of the to be constructed fire hall shall be used to pay for a portion of or all of the cost of construction of a

new fire hall as the case may be. The parties agree that any excess sale proceed funds remaining after the construction of a new fire hall will be transferred to the City.

11. Financial Records. Fire & Rescue agrees to keep books of accounts with entries showing all money, receipts, debts, purchases, payments and other expenditures in compliance with generally accepted accounting principles at its fire hall, which records shall be subject to examination by the City upon reasonable notice and conducted during the hours of 8:00 a.m. to 5:00 p.m. of each Monday through Friday that an examination occurs. City and Fire & Rescue agree that City may terminate this Agreement and obtain a refund of any payments made pursuant to this contract in the event Fire & Rescue refuses to allow City to conduct an examination of its financial records.

12. Dissolution or Liquidation. Fire & Rescue agrees that upon voluntary or involuntary dissolution that the assets of Fire & Rescue shall be applied and distributed as follows:

- a. All liabilities and assets of Fire & Rescue shall be paid and discharged or adequate provisions shall be made therefore.
- b. Assets held by Fire & Rescue upon condition requiring return, transfer or conveyance, which condition occurs by reason of dissolution or liquidation shall be returned, transferred or conveyed in accordance with such requirement.
- c. Any remaining assets shall be distributed to the City and townships in accordance to the funding that they have provided Fire & Rescue in the calendar year of 2019 and thereafter.

13. Notice. Any notice required to be given pursuant to this Agreement or which either City or Fire & Rescue may desire to serve upon each other shall be in writing and shall be deemed served when delivered personally or when deposited in the mail, postage prepaid, return

receipt requested addressed to Hartford Area Fire & Rescue Inc, 305 South St., P.O. Box 163, Hartford, SD 57033 or addressed to City of Hartford, 125 Main Ave., Hartford, SD 57033-0727.

14. Assignment. Other than as provided herein, Fire & Rescue shall not assign the occupancy of the above-described premises or any part of it for a purpose other than fire fighting or emergency activities. Use of the Facility shall be with the permission of a fire chief and must be supervised by a member of the Hartford Fire & Rescue except the use of the meeting room and kitchen. Upon permission from the fire chief, the meeting room and kitchen may be used by the public unsupervised as long as there is no access to the remaining building.

15. Compliance with Law. Fire & Rescue shall comply with all federal, state or local laws or regulations. Fire & Rescue shall procure all permits and licenses, pay all charges and fees and give all notices necessary pursuant to law and is responsible for all activities conducted on the above-described premises including compliance with permits, licenses and notices that are required by any federal, state or local laws, rules, ordinances or regulations.

Witness the signatures of the parties on the day and year first above written.

CITY OF HARTFORD

HARTFORD AREA FIRE & RESCUE, INC.

Mayor

By: _____
Its: _____

ATTEST:

ATTEST:

Finance Officer
SEAL

By: _____
Its: _____

QUAM, BERGLIN & POST, P.C.

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

(605) 356-3374

November 26, 2019

Teresa Sidel
City of Hartford
125 N. Main Avenue
Hartford, SD 57033

You have requested that we prepare the financial statements of the City of Hartford, which comprise the governmental balance sheet and the proprietary fund statement of net position as of December 31, 2019, and the related statements of revenues and expenditures for the year then ended. We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of the City of Hartford by means of this letter.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The prevention and detection of fraud
- b. To ensure that the entity complies with the laws and regulations applicable to its activities

- c. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- d. To provide us with:
 - i. Documentation, and other related information that is relevant to the preparation and presentation of the financial statements.
 - ii. Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - iii. Unrestricted access to persons within the City of Hartford, of whom we determine necessary to communicate.

The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them.

Other Relevant Information

We estimate that our fees for these services will be \$3,300.00 exclusive of all costs incurred. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. 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.

You agree to hold us harmless and to release, indemnify, and defend us from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein, and our respective responsibilities.

Sincerely yours,



Quam, Berglin & Post PC

Acknowledged and agreed on behalf of the City of Hartford by:

Signature

Date