

**Unapproved Minutes of
REDFIELD CITY COUNCIL**

May 20, 2019

7:00 p.m.

The City Council met in regular session at City Hall on Monday, May 20, 2019 at 7:00 p.m.

MEMBERS PRESENT: Mayor Jayme Akin, Mike Siebrecht, Eileen Kearney, Randy Maddox, Darrell Ronnfeldt, Joe Morrissette, Jessi Lewis, and Frank Schwartz

MEMBERS ABSENT: David Moeller

STAFF PRESENT: Adam L. Hansen and City Attorney Kristen Kochejian @ 7:01 p.m.

VISITORS: Adrian Timmons and Lance Schade @ 7:08 p.m.

CALL TO ORDER: Mayor Akin called the meeting to order at 7:00 p.m.

ADOPT AGENDA: Motion by Lewis, seconded by Maddox to adopt the agenda as presented.
Motion carried.

MINUTES: Motion by Kearney, seconded by Morrissette to approve the May 6, 2019 minutes.
Motion carried.

CONSENT CALENDAR:

Motion by Maddox, seconded by Schwartz to approve the following items on the consent calendar:

Departments' Reports:

- A. Fire Report – Reports dated May 15, 2019
- B. Sheriff Report – Report dated March 31, 2019 and April 30, 2019
- C. Senior Citizens Report – minutes dated May, 2019
- D. Set a Public Hearing for June 3, 2019 for Temporary Malt Beverage License #11-2019 to Redfield Area Chamber of Commerce for July 4, 2019

Receive and place on file. Motion carried.

VISITORS/PUBLIC TIME:

Adrian Timmons – Wesleyan Church – Timmons appeared before the Council to inquire if the City would tear down the church and breezeway.

Exit: Timmons @ 7:09 p.m.

Lance Schade – Curb & Gutter – Schade explained that someone hit his curb during the snow removal process and he was pretty sure it was the City. Ronnfeldt inquired when and what piece of equipment was used by Mr. Schade's house. Schade also inquired about when the chip sealing of 12th Ave. will be completed.

Exit: Schade @ 7:12 p.m.

PUBLIC HEARINGS:

Mayor Akin opened the public hearing on the applications for the 2019-2020 malt beverage licenses in the City of Redfield at 7:13 p.m. There being no one present to testify at the hearing and no written comments received, the hearing was declared closed at 7:14 p.m. Motion by Schwartz, seconded by Morrisette to approve the following renewals: Appel Oil Co., Appel's Quick Stop, Bi-Rite Liquors/Outback Casino, Hype's LLC, One Stop, and Starters Lanes & Sports Lounge., Casey's General Store #2391, Dollar General Store #15279, and La Cabana. Motion carried.

OLD BUSINESS:

Notice of Code Enforcement Activities – Yost's report was presented to the Council for their review. Various properties were discussed.

NEW BUSINESS:

Approve CMH Audit – Motion by Schwartz, seconded by Lewis to approve the 2018 annual audit. Motion carried.

Surplus Fire Dept. Generator – Motion by Lewis, seconded by Schwartz to surplus Winco Generator Model P305PH 3M/A and sell at public auction. Motion carried.

Appoint Board Member – Motion by Lewis, seconded by Morrisette to appoint Tom Carr to the planning and zoning board. Motion carried.

Recoating Wood Floors at Depot – Motion by Siebrecht, seconded by Schwartz to hire FLR Sanders, Inc. to recoat the floors at the Depot for a cost of \$4,888. Motion carried.

WSI Instructors & Summer Help – Motion by Lewis, seconded by Maddox to hire WSI Instructors: Wendi Owens @ \$15.00/hr., Eve Millar @ \$15.00/hr. approval based on passing of class, Geneva Talcott @ \$15.00/hr. approval based on passing of class, and Street Maintenance Help: Adam Hyke @ \$10.00/hr. and Aaron Marlow @ \$10.00/hr. Motion carried.

Approve Park & Rec Volunteers for Workers Compensation Purposes – Motion by Lewis, seconded by Morrisette to approve the following for workers compensation purposes: Bennett Osborn, Michelle Binger, Rob Lewis, Jason Murray, Chris Zens, Wes Frankenstein, Chad Moore, Clayton Odland, Max Stroud, and Chris Rude. Motion carried. Motion carried.

Senior Center Doors – Motion by Maddox, seconded by Siebrecht to approve the quote of \$5,199.00 from House of Glass/DeYoung Electric to install 2 electric doors at the Senior Center. Motion carried.

Surplus Library Items – Motion by Maddox, seconded by Lewis to surplus Del Inspiron 15 laptop and HP Laserjet 4100N printer at zero value. Motion carried.

ORDINANCES AND RESOLUTIONS:

Mayor Akin gave the First Reading of Ordinance No. 02-2019 (Water Rates). Motion by Schwartz, seconded by Lewis to pass the First Reading of Ordinance No. 02-2019. Motion carried on a roll call vote with all members voting "Yes."

Mayor Akin gave the First Reading of Ordinance No. 03-2019 (Sewer Rates). Motion by Morrisette, seconded by Siebrecht to pass the First Reading of Ordinance No. 03-2019. Motion carried on a roll call vote with all members voting "Yes."

Resolution No. 2019-03 (USDA Sewer Loan) was read by Mayor Akin.

RESOLUTION NO. 2019-03 (USDA Sewer Loan)
LOAN RESOLUTION
(Public Bodies)

A RESOLUTION OF THE City Council OF THE City of Redfield AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Sewer System FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Redfield
(*Public Body*)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of Seven Million Nine Hundred Eighty Thousand & 00/100 pursuant to the provisions of SDCL ; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400- 1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt

service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.

12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.

13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.

14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.

15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.

16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17. To accept a grant in an amount not to exceed \$5,186,000.00 under the terms offered by the Government; that the Mayor and Finance Officer of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the of the City Council of the City of Redfield has duly adopted this resolution and

caused it to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By _____

Jayme Akin

Title Mayor _____

Attest:

Adam Hansen
Title Finance Officer

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Finance Officer of the City of Redfield hereby certify that the City Council of such Association is composed of _____ members, of whom _____ constituting a quorum, were present at a meeting thereof duly called and held on the _____ day of _____; and that the foregoing resolution was adopted at such meeting day of _____ by the vote shown above, I further certify that as of _____, the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this day of _____ day of _____

Adam Hansen
Title Finance Officer

Motion by Maddox, seconded by Schwartz to approve Resolution No. 2019-03. Motion carried on a roll call vote with all members voting "Yes."

Resolution No. 2019-04 (USDA Water Loan) was read by Mayor Akin.

RESOLUTION NO. 2019-04 (USDA Water Loan) LOAN RESOLUTION (Public Bodies)

A RESOLUTION OF THE City Council OF THE City of Redfield AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS Water System FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the City of Redfield
(*Public Body*)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of Four Million Twelve Thousand & 00/100 pursuant to the provisions of SDCL; and

WHEREAS, the Association intends to obtain assistance from the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE, in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.

2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U.S.C. 1983(c)).

3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400- 1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$10,000.

4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legally permissible source.

5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a)

declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.

6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so, without the prior written consent of the Government.

7. Not to defease the bonds, or to borrow money, enter into any contractor agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.

8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.

9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.

10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by USDA. No free service or use of the facility will be permitted.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.

12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.

13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.

14. That if the Government requires that a reserve account be established, disbursements from that account(s) may be used when necessary for payments due on the bond if sufficient funds are not otherwise available and prior approval of the Government is obtained. Also, with the prior written approval of the Government, funds may be withdrawn and used for such things as emergency maintenance, extensions to facilities and replacement of short lived assets.

15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain USDA's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.

16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17. To accept a grant in an amount not to exceed \$ 3,274,000.00

under the terms offered by the Government; that the Mayor and Finance Officer of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee.

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the of the City Council of the City of Redfield has duly adopted this resolution and

caused it to be executed by the officers below in duplicate on this _____, _____ day of _____

(SEAL)

By _____

Jayme Akin

Title Mayor

Attest:

Adam Hansen
Title Finance Officer

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Finance Officer of the City of Redfield hereby certify that the City Council of such Association is composed of _____ members, of whom , _____ constituting a quorum, were present at a meeting thereof duly called and held on the _____ day of _____; and that the foregoing resolution was adopted at such meeting day of _____ by the vote shown above, I further certify that as of _____, the date of closing of the loan from the United States Department of Agriculture, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this day of _____ day of _____

Title _____

Motion by Maddox, seconded by Lewis to approve Resolution No. 2019-04. Motion carried on a roll call vote with all members voting "Yes."

INFORMATION AND DISCUSSION ITEMS:

Discussion ensued about removing two structures by St. Bernard's Catholic Church.

COUNCIL MEMBER REPORTS:

Lewis updated the Council on the Redfield Housing Authority meeting.

Kearney suggested because of inclement weather extending the free dumping through June 29, 2019.

PAY CLAIMS:

City Prepaid	\$1,399.90
City Unpaid	\$70,862.96
Hospital & Clinic Prepaid	\$71,984.96
Hospital & Clinic Unpaid	\$310,846.01

Additional Claims:

Motion by Lewis, seconded by Siebrecht to pay the above claims in addition to NorthWestern Energy \$2,464.61 for gas & electricity. Motion carried on a roll call vote with all members voting "Yes."

There being no further business, meeting was adjourned at 8:03 p.m.

Jayne Akin
Mayor

Adam L. Hansen
Finance Officer

Recorder: Adam L. Hansen