

**Unapproved Minutes of
REDFIELD CITY COUNCIL**

March 18, 2019

7:00 p.m.

The City Council met in regular session at City Hall on Monday, March 18, 2019 at 7:00 p.m.

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

STAFF PRESENT: Adam L. Hansen and City Attorney Kristen Kochekian

VISITORS: Tom Lesselyoung, Heidi Appel, Sarah Jones, Mike Yost, and Shiloh Appel @ 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 Lewis, seconded by Schwartz to approve the March 4, 2019 minutes. Motion carried.

CONSENT CALENDAR:

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

Departments' Reports:

- A. Fire Report – reports dated March 9, 2019
- B. Revenue and Expense Report – January Report and January Salaries
- C. Senior Citizens Report – minutes dated February, 2019

Receive and place on file. Motion carried.

VISITORS/PUBLIC TIME:

Tom Lesselyoung – Water/Sewer Superintendent Lesselyoung gave an update on his department's activities.

Heidi Appel – Park and Rec Director Appel gave an update on upcoming spring activities, adding summer activities, and activities currently in progress.

Exit: Lesselyoung & Appel @ 7:14 p.m.

Sarah Jones – Librarian Jones gave an update on 2018 utilization rates, activities that have occurred and grants that she has procured.

Exit: Jones @ 7:19 p.m.

OLD BUSINESS:

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

Exit: Yost @ 7:26 p.m.

NEW BUSINESS:

Advertise for 2019-2020 Stump Removal Quotes – Motion by Siebrecht, seconded by Lewis to advertise. Motion carried.

2019 Annual Wastewater Seminar April 10-11, 2019 in Pierre – Motion by Lewis, seconded by Schwartz to send Chad Moore and Jeff Carr to the seminar. Motion carried.

Hire Park & Rec. Help – Motion by Siebrecht, seconded by Maddox to hire Michelle Osborn, concessions @ \$10.00/hour.

Hire 2019 Summer Help – Motion by Lewis, seconded by Schwartz to hire the following 2019 summer employees: Wendi Owens, Aquatic Supervisor @ \$12.30/hour, Kinsey Bowar, Lifeguard @ \$10.00/hour, Emilia Carr, Lifeguard @ \$10.00/hour, Abby Fehlman, Lifeguard @ \$10.50/hour, Dillon Fliehe, Lifeguard @ \$10.60/hour, Dillon Hier, Lifeguard @ \$10.25/hour, Alexander Hvam, Lifeguard @ \$10.50/hour, Allison Larson, Lifeguard @ \$10.00/hour, Eve Millar, Lifeguard @ \$10.25/hour, Hannah Owens, Lifeguard @ \$10.25/hour, Olivia Owens, Lifeguard @ \$10.00/hour, Drew Rozell, Lifeguard @ \$10.60/hour, Olivia Shantz, Lifeguard @ \$10.50/hour, Thomas Shantz, Lifeguard @ \$10.00/hour, Daniel Shine, Lifeguard @ \$10.00/hour, Chelsea Smith, Lifeguard @ \$10.00/hour, Geneva Talcott, Lifeguard @ \$10.50/hour, Autumn Turck, Lifeguard @ \$10.50/hour, Kyra Utecht, Lifeguard @ \$10.00/hour, Kaylin Kraft, pool concessions @ \$10.00/hour, Addison Rozell, pool concessions @ \$10.00/hour, Sydney Smith, pool concessions @ \$10.50/hour, Kailee Clausen, Recreation Assistant @ \$10.00/hour, Abby Evans, Recreation Assistant @ \$10.75/hour, Kiara Terry, Recreation Assistant @ \$10.75/hour, Jeff McLain, Hav-A-Rest Host @ Free Campsite for season, Teresa Edelman, Park Caretaker @ \$10.25/hour, Jacob Fauth-Hardie, Park Caretaker @ \$10.00/hour, Ethan DeYoung, Park Caretaker @ \$10.25/hour, Barrett Wren, Park Caretaker @ \$10.00/hour, Thomas Gregg, Ball Diamond Caretaker @ \$11.30/hour, Kevin Krumm, Ball Diamond Caretaker @ \$11.30/hour, Leyton Rohlf, Ball Diamond Caretaker @ \$10.50/hour, Robert Curtis, Street Maintenance @ \$10.00/hour, Carsten McNeil, Street Maintenance @ \$10.00/hour, Riley Whitley, Street Maintenance @ \$10.25/hour, Joseph Woodring, Street Maintenance @ \$10.25/hour, Loren Stellner, Flower Waterer Caretaker @ \$10.60/hour and Cregg Skarin, Flower Waterer Caretaker @ \$10.00/hour. Motion carried.

ORDINANCES AND RESOLUTIONS:

Mayor Akin gave the Second Reading of Ordinance No.01-2019 (Natural Gas NWPS Franchise Agreement).

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL
OF THE CITY OF REDFIELD, SOUTH DAKOTA
ORDINANCE NO. _____

AN ORDINANCE GRANTING NORTHWESTERN CORPORATION, DOING BUSINESS AS NORTHWESTERN ENERGY, A DELAWARE CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE, RIGHT AND PRIVILEGE FOR A PERIOD OF TWENTY (20) YEARS TO ERECT, MAINTAIN AND OPERATE A GAS DISTRIBUTION SYSTEM AND ANY AND ALL NECESSARY PIPES, MAINS, SERVICES AND ALL OTHER APPLIANCES THEREUNTO APPERTAINING IN, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES OF THE CITY OF REDFIELD, SOUTH DAKOTA, AS THE SAME

NOW ARE OR MAY HEREAFTER BE EXTENDED, FOR THE DISTRIBUTION AND SALE OF GAS, WHETHER ARTIFICIAL, NATURAL OR OTHERWISE, FOR COOKING, HEATING, INDUSTRIAL AND ALL OTHER USES AND PURPOSES IN THE CITY OF REDFIELD, SOUTH DAKOTA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE IS TO OPERATE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR THE EFFECTIVE DATE OF THIS ORDINANCE, AND PUBLICATION THEREOF.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF REDFIELD, SOUTH DAKOTA:

Section 1.01. Definitions. As used in this Ordinance, the following words or phrases shall have the following meanings:

- A. "Consumer" shall mean any individual person, corporation, company, partnership, firm, unincorporated association, trust, municipality, public corporation and any other legal or non-legal entity served by the Franchisee.
- B. "Distribution System" shall mean a system of pipes, pipelines, apparatus, machinery, structures, appliances or fixtures, and appurtenances, which in any way relate to or are reasonably necessary for the distribution of natural gas by the Franchisee to Consumers.
- C. "Franchise" shall mean the rights and privileges granted by City to Franchisee under this Ordinance.
- D. "Franchisee" shall mean NorthWestern Corporation doing business as NorthWestern Energy, a Delaware corporation, its successors and assigns.
- E. "City" shall mean the City of Redfield, South Dakota, and includes the area within the city limits, as the same now exists or as may be extended from time to time.
- F. "Install, operate and maintain" shall mean to acquire, erect, construct, install, extend, repair, remove, relocate, replace, or otherwise operate and maintain.
- G. "Public Ways" shall mean any street, alley, avenue, boulevard, lane, park, parkway, sidewalk, driveway, utility easement, right of way, and any other public ways, places, areas, or grounds within the corporate limits of the City as now constituted or may be added hereafter.
- H. The terms "Franchise Agreement" and "Ordinance" as found herein shall be fully interchangeable in meaning.
- I. The terms "gas" and "natural gas" as found herein shall be fully interchangeable in meaning.
- J. The term "South Dakota Natural Gas Tariff" as found herein means Franchisee's South Dakota Gas Rate Schedule filed with the South Dakota Public Utilities Commission.

Section 1.02. Franchise Granted. Franchisee is hereby granted a non-exclusive franchise, right and privilege for a period of twenty (20) years to install, operate, and maintain a gas Distribution System in, upon, over, across, and along the Public Ways, as the same now are or may hereafter be extended for the distribution and sale of gas, whether artificial, natural or otherwise, for cooking, heating, industrial, and all other uses and purposes.

Section 1.03. Franchisee's Agreement to Serve. Franchisee agrees, that for and during the term and period of this Franchise Agreement, it will maintain in the City an adequate, standard and sufficient Distribution System and equipment and maintain and operate the same in a manner to meet the necessities and requirements of the City, its industries and inhabitants. Franchisee, on behalf of itself, its successors and assigns, will be deemed to have accepted the terms and conditions of this franchise by supplying service to any customer within the City limits after the effective date of this ordinance. Notwithstanding the foregoing, Franchisee does not guarantee uninterrupted or undisturbed service of gas, and is not liable for causes beyond its reasonable control in accordance with the South Dakota Natural Gas Tariff.

Section 1.04. Changes to Physical Plant. Extension of Service. Franchisee shall and hereby agrees to make such reasonable extensions of the Distribution System as may be reasonably required to furnish service to parties making application therefor located within the corporate limits of the City.

Franchisee shall not be required to make any such extensions of the Distribution System nor install service lines for the purpose of serving any new customer or customers where the estimated revenue to be derived from such service is not sufficient to provide an adequate return upon the investment (after recognizing any contribution in aid of construction) required to serve such customer or customers. All extensions of the Distribution System shall be made in compliance with the South Dakota Natural Gas Tariff.

Section 1.05. Non-Duplication of Distribution Facilities. To minimize risk to the citizens of Redfield and to avoid unnecessary duplication of natural gas facilities within the City, Franchisee shall not construct distribution facilities to any customer already serviced with natural gas, or in, along, under or down any street wherein other gas line already exists, except where service requirement necessitate additional lines.

Section 1.06. Relocation of Utility Facilities. Franchisee shall relocate its facilities or equipment at its own expense whenever the City, in the proper exercise of its police power grades, regrade, changes the line or otherwise improves any Public Way or construct or reconstruct any sewer or water system therein and shall, with due regard to seasonable working conditions, order the Franchisee to relocate permanently its facilities or equipment located in said Public Way. The City shall give Franchisee reasonable notice of plans requiring such relocation.

Section 1.07. Relocation When Street Vacated. City may not order Franchisee to relocate any of its facilities or equipment when a Public Way is vacated unless the reasonable cost of such relocation and the loss and expense resulting from such relocation are first paid to Franchisee. If the facilities are not relocated, the City shall grant the Franchisee a permanent easement prior to the vacation of said public use.

Section 1.08. Restoration of Streets. In doing any work in connection with exercising the privileges herein granted, the Franchisee shall avoid, so far as may be practicable, interfering with the use of any Public Way; where paving or surface of the street is disturbed, the Franchisee shall at its own expense and in a manner reasonably satisfactory to the City Engineer, and in compliance with the City specifications, replace such pavement or surface of the Public Way in as good condition as it was in before such work was commenced.

Section 1.09. Installation of Equipment. Franchisee shall install, maintain and operate the Distribution System to not interfere with or obstruct the use of any water pipes, drains, sewers, or other structures already installed. Further, the Franchisee, agrees to install, operate and maintain all underground piping according to current industry standards, and all applicable codes, rules, regulations, statutes, and orders of local, state and federal agencies having authority in such matters.

Section 1.10. Installation and Ownership of Service Lines. Franchisee shall, at its own expense, furnish and install service pipe of suitable capacity to the Consumer's point of delivery herein defined as the inlet side of the first connection with Consumer's premises, or the outlet side of the meter if located beside, within, or attached to, the premises. This delivery location shall be defined as "Consumer's Point of Delivery". Service lines or gas main extensions may be subject to a contribution in aid of construction. Ownership of all service lines shall remain with Franchisee.

Section 1.11. Allocation of Gas Supplies. In the event of a shortage in the supply of natural gas for any reason beyond the control of Franchisee, it will allocate the available gas in a manner to conform to the general interest of the public, as required by applicable laws and regulations.

Section 1.12. Insurance Requirements. Franchisee shall be self-insured and/or maintain commercially reasonable insurance coverage of foreseen and unforeseen risks including, but not limited to, the following types: Workers' Compensation; Automotive Liability; Comprehensive General Liability including contractual liability, explosion, collapse and underground, personal injury, products and completed operations, owner and contractors protective; and umbrella liability. Upon request, Franchisee shall deliver to City proof of insurance coverage.

Section 1.13. Hold Harmless Clause. Franchisee shall at all times protect, indemnify and save harmless the City from and against all claims and demands and from any and all loss, expense and liability arising out of the negligence or fault of Franchisee in the construction, installation, or maintenance of the Distribution System, except such as arises as a result of the intentional conduct or the negligence of the City, its officers, employees, or agent.

Section 1.14. Municipal Authority. Franchisee agrees that all authority and rights in this Ordinance contained, shall at all times be subject to all rights, power and authority now or hereafter possessed by said City, to regulate and control and direct or otherwise by ordinance or resolution legislate concerning the manner in which the Franchisee shall use the Public Way.

Section 1.15. Interpretation of Law. This Franchise Agreement shall be deemed to have to have made and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

Section 1.16. Captions. Captions and other headings contained in this Franchise Agreement are for reference and identification purposes only and in no way alter, modify, amend, limit or restrict the contractual obligation of the parties hereto.

Section 1.17. Compliance with Laws. Franchisee agrees to conduct its business under the terms of this Ordinance in such a manner that it does not violate any federal state or local laws or regulations applicable to the conduct of its operations under the terms of this Franchise Agreement.

Section 1.18. Validity of Franchise. If any section, subsection, sentence, clause, phrase or portion of this Franchise Agreement shall for any reason be held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 1.19 Acceptance. Franchisee shall deliver its unconditional acceptance of this Franchise Agreement to the City within 45 days after receipt of the notice of publication.

All ordinance or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall be in full force and effect from and after its final passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED THIS _____, 2019.

ATTEST:

City Finance Officer

Mayor

(SEAL)

Motion by Ronnfeldt, seconded by Moeller to adopt Ordinance No. 01-2019. Motion carried on a roll call vote with all members voting "Yes."

INFORMATION AND DISCUSSION ITEMS:

Mayor Akin discussed the SDML District 6 Meeting.

Preparation for potential flooding was discussed.

Garbage pickup occurring on streets only, and not in the alley until further notice was discussed and approved.

COUNCIL MEMBER REPORTS:

Lewis inquired about water on the outside of the SRE building at the airport.

PAY CLAIMS:

City Prepaid	\$187,784.71
City Unpaid	\$33,837.45
Hospital & Clinic Prepaid	\$77,030.70
Hospital & Clinic Unpaid	\$188,118.12
Additional Claims:	

Motion by Maddox, seconded by Lewis to pay the above claims in addition to Century Link \$289.62 for fax, phone & internet, Connecting Point Computer Center \$65.00 for Subscription V5 Essen Kit, SD Water & Wastewater Assoc. \$190.00 for registrations for Wastewater Seminar and Dakotacare \$100,328.92 for CMH health insurance. Motion carried on a roll call vote with all members voting "Yes."

There being no further business, meeting was adjourned at 7:58 p.m.

Jayne Akin
Mayor

Adam L. Hansen
Finance Officer

Recorder: Adam L. Hansen