

**COUNCIL PROCEEDINGS  
REGULAR MEETING  
April 5, 2021**

A regular meeting of the Philip City Council was held on Monday, April 5, 2021, at 7:00 p.m. in the Community Room of the Haakon Co. Courthouse and via Zoom (Meeting ID: 810 3299 4410). Present were Council Members Trisha Larson, Brit Miller, Marion Matt, Marty Gartner and Terri Pelle. Also present were City Administrator Brittany Smith, Chief of Police Ben Buls, Police Officer Nate Jordan, City Attorney Stephanie Trask; and later, Council Member Scott Pinney.

Absent: Mayor Michael Vetter and Finance Officer Monna Van Lint.

In Mayor Vetter’s absence, Council President Matt called the meeting to order.

Motion was made by Miller, seconded by Gartner to approve the agenda as presented. Motion carried.

Motion was made by Gartner, seconded by Miller to approve the minutes of the March 1<sup>st</sup> and 15<sup>th</sup> meetings as published in The Pioneer Review and on the City’s website. Motion carried.

Motion was then made by Pinney, seconded by Larson to approve the payment of the bills from the appropriated funds as listed below. Motion carried.

**Gross Salaries – March 31, 2021:** Mayor & Council - \$5335.00; Admin - \$4052.10; Finance - \$3688.53; Police - \$6011.19; Water - \$14,575.58

Colonial Life	Employee Supplemental Ins 3/21	196.60
Credit Collections Bureau	Garnishment 3/21	261.36
EFTPS	SS/Medicare/Withholding 3/21	7209.90
NE Child Support	Garnishment 3/21	659.18
SDRS	Employee Retirement 3/21	3704.19
SDSRP	Sup Retirement 3/21	100.00

**Water Meter Project:**

Core & Main LP	Smart Points/Sensus 2/21	72525.00
	Collectors/Link/UniPro 3/21	12800.00

**This Month's Bills:**

A-Z Shredding	Shredding 3/21	26.45
AT&T Mobility	Cell Phone 2/21	216.25
Bad River Law Prof LLC	Legal/Atty 2-3/21	195.00
Buchanan, Jordan	Cust Dep Refund 4/21	100.00
Century Business Products	Copier Maint 3/21	53.82
CHS River Plains	Fuel 2-3/21	1231.84
Core & Main LP	Meters 3/21	1108.56
Corporate Trust – US Bank	SRF #4 Pay #27 4/21	11326.05
	SRF #5 Pay #27 4/21	7905.24
D & T Auto Parts	Supplies/Repairs 3/21	47.90
Delta Dental	Dental Ins 4/21	776.90
1 <sup>st</sup> Nat’l Bank – Philip	UB Postage 3/21	131.64
Golden West Telecom	Telephone/Internet 2-3/21	645.75
Haakon Co Treasurer	Office Rent 4/21	500.00

	Library Approp 2021	2550.00
Hanson Oil	Fuel/LP 2-3/21	1433.67
Health Pool of SD	Health Ins 4/21	11236.29
Johnson, Christina	Cust Dep Refund 4/21	100.00
Kennedy Implement	Repairs 2/21	27.75
Kieffer Sanitation	370 Residential Collections 3/21	4739.70
MG Oil Co	Fuel 2/21	81.73
Moses Building Center	Supplies 3/21	38.71
Northwest Pipe Fittings Inc	Supplies 3/21	115.00
Office Depot	Supplies 3-4/21	302.22
Optilegra	Vision Ins 4/21	116.14
Penn, Anna / Phillip	Cust Dep Refund 4/21	100.00
Petro Tech Inc	M4000 System Install 3/21	1490.02
Philip Geo-Thermal	Fire Dues 2021	1182.48
Philip Hardware	Supplies 2-3/21	505.37
Philip Motor Inc	Repairs/Supplies 2/21	51.75
Philip Standard	Repairs/Fuel/Tires 3/21	804.64
Pioneer Review	Publishing 2/21	483.36
QTPod	M4000 Fueling System 3/21	13795.00
SD Assoc of Code Enforcement	Smith Conf Reg 4/21	50.00
SD Dept of Revenue	Sales Tax Payable 3/21	418.31
	W Testing 2/21	15.00
Sew Mine Upholstery	PD Uniforms 3/21	20.00
The Philip Pit Stop	Fuel 3/21	495.70
VISA – UMB Bank	Supplies 2-3/21	64.99
West Central Electric	Electric 1/30-3/1/21	3364.69
WR/LJ Rural Water Systems	2,299,000 gals 3/21	2873.75
	Contract Min. 3/21	2500.00
	AIR Water 3/21	40.00
	South Shop Water 3/21	22.50
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Total Expenditures – 4/5/21		\$158,609.17

**Old Business:**

None.

**New Business:**

Artesian Well Project

It was reported that the contractor, Jerry Hunt with Weston Engineering, is now planning to be back on-site this week to finish the repairs.

Lake Waggoner Golf Course

Council reviewed a request from the Lake Waggoner Golf Course (LWGC) Board to utilize one of the City's allocated cable television services. The City's franchise agreement with Golden West Telecommunications allows basic cable television services for city owned or leased buildings which could apply considering the Lease, Consulting and Management Agreement with LWGC.

Following, motion was made by Miller, seconded by Pinney to authorize LWGC to utilize one of the City's allocated basic cable television services with Golden West Telecommunications. Motion carried with all members voting aye.

Council Member Matt then briefed the Council on LWGC's proposed cart path improvements between hole number two and the women's tee box on hole number three. He then inquired if the City would be willing to assist with city equipment and personnel?

Motion was then made by Gartner, seconded by Miller to authorize city equipment and personnel to assist LWGC with their 2021 cart path improvements as presented. Motion carried.

The following L/P Propane bids received last month are as follows.

	<u>March 29, 2021</u>
Hansen Oil Company	\$1.39/gal.
Midwest Cooperatives	\$1.69/gal.

Departmental Reports:

Administration

Motion was made by Miller, seconded by Gartner to approve the following Resolution #2021-03. Motion carried with all members voting aye.

**RESOLUTION #2021-03**

**AMENDING CWSRF REVENUE BOND WASTEWATER SURCHARGE - LOAN #C1461205-07**

**WHEREAS**, the City Council of the City of Philip, South Dakota, adopted City Ordinance #5-207.1(b) in 2018 which guaranteed repayment of the Clean Water State Revolving Loan Fund (CWSRF) revenue bond for the Southwest Philip Improvement Project (Loan #C1461205-07) through a wastewater surcharge; and,

**WHEREAS**, said surcharge amount of \$5.80 was based on a \$605,000 CWSRF revenue bond over a period of thirty years at an interest rate of two and one-half percent; and,

**WHEREAS**, the final CWSRF revenue bond amount was \$485,821 over a period of thirty years at an interest rate of two and one-half percent; and,

**WHEREAS**, the CWSRF revenue bond requires the City collect and commit an annual amount equal to the annual loan payments plus ten-percent; and,

**WHEREAS**, the City Council recognizes that the \$5.80 surcharge rate is more than sufficient to guarantee repayment of CWSRF revenue bond; and,

**WHEREAS**, the City of Philip will benefit from the reducing the surcharge to \$4.70 to warrant additional funding for wastewater operational expenses and future improvement projects.

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Philip, South Dakota, that the following wastewater surcharge for the CWSRF revenue bond (Loan #C461205-07) for the City of Philip be amended as follows and are hereby effective with the June 2021 sewer billing.

**5-207.1 WASTEWATER SURCHARGE**

The City of Philip designates the following as wastewater surcharges and shall be collected as part of the established sanitary sewer monthly minimum rates collected in accordance with Ord. 5-207 as captured and committed.

- b) Loan #C461205-07: The City of Philip designates \$4.70 of the established sanitary sewer monthly minimum rates collected in accordance with Ord. 5-207 as captured and committed. Said commitment is subject to adjustment from time to time as necessary to repay a \$485,821 Clean Water State Revolving Loan Fund (SRF) loan over a period of no more than thirty (30) years at an interest rate of two and one-half percent (2.5%), in accordance with the loan agreement to be entered into by the City of Philip and the SD Department of Environment and Natural Resources, the proceeds of which loan are to be used for the Southwest Philip Wastewater Improvements project. Such surcharge shall be segregated from all other funds of the City of Philip, shall be and are hereby pledged to secure such loan, and shall be used for no purposes other than for the repayment thereof. Said surcharge of \$5.80 was implemented and reflected with the June 01, 2018, utility billing; and, amended to \$4.70 to be implemented and reflected with the June 01, 2021, utility billing.

Dated this 5<sup>th</sup> day of April 2021.

/s/ Marion Matt, Council President

ATTEST:

/s/ Brittany Smith, City Administrator

Parks/Recreation

Motion was made by Miller, seconded by Gartner to approve the second reading the of the following Resolution #2021-04. Motion carried.

**RESOLUTION #2021-04  
RE-ESTABLISHING JOINT GOVERNING BOARD  
MEMORIAL FIELD PARK**

**WHEREAS**, on or about September 9, 1985, the City of Philip and the Haakon School District #27-01 did enter into a mutual agreement to establish a joint governing board to establish joint-powers to govern, control and maintain the Memorial Football Field, Softball and Baseball Fields; and,

**WHEREAS**, the resolution of agreement establishing this board has expired; and,

**WHEREAS**, the Haakon School District #27-01 uses said field for football and track athletic programs; and,

**WHEREAS**, the City of Philip, its residents, and the residents of Haakon County use said field for baseball, softball, and other recreational activities; and,

**WHEREAS**, neither the City of Philip nor the Haakon School District, independently, have sufficient funds to adequately maintain and improve said fields; and,

**WHEREAS**, it is in the best interests of the School, the City of Philip, and their respective constituents to combine efforts and resources to maintain the Memorial Field, softball and baseball fields; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the Haakon School District #27-01 and the City of Philip jointly exercise governmental powers, all pursuant to chapter 1-24 of South Dakota Codified Laws, and that the School District and the City of Philip enter into the following agreement pursuant to the aforesaid statutory authority:

(01) The duration of this agreement shall be ten (10) years from the date of the signing of this agreement by the individuals so designated by their respective governing bodies, and such extensions as may be mutually agreed upon.

(02) There is hereby established a joint governing board comprised of five (05) members and consisting of two (02) officers or other members of the Haakon School Board, the Superintendent of the School District, the Mayor of the City of Philip and one (01) member of the City Council to be designated by the City Council. The governing board shall be known as the Memorial Field Board. The Memorial Field Board is hereby delegated the authority to operate, maintain, improve, and manage the Memorial Field. It is authorized to enter into leases or other contracts in order to carry out the purposes of this agreement; provided, however, said Board shall not have the power to commit tax revenues of the School District or the City of Philip unless specifically authorized herein or unless specifically authorized on a case-by-case basis from each of the member governmental entities. The decision of the Memorial Field Board shall be final, and no person or other entity shall have any right of appeal to either the Haakon School District or the City of Philip.

(03) Consistent with the provisions of this agreement, the Memorial Field Board shall have the power to allow or disallow the use of the field, determine if, in its discretion, it so desires, admission prices, or the imposition of a seat tax to provide funds for operation, maintenance, or improvements, and is otherwise empowered to do all things necessary to carry out the purposes of this agreement. For the purposes of this agreement, the Memorial Field shall be deemed as part of the city of Philip park system and also a part of the Haakon School District #27-01 athletic facilities.

(04) The purpose of this agreement is to obtain a lease of the Memorial Field from the Haakon County Commission and to thereafter maintain, improve, and manage the field, to prioritize the coordination of efforts for future development of the fields and to provide funding thereof.

(05) The City of Philip contracts and agrees to provide up to 400,000 gallons of water per year, free of charge, for use at the football field and/or the school practice field, more commonly known as "the dust bowl", and in addition, agrees to provide access to, and use of City equipment for the purposes of assisting in maintaining the field.

(06) The Haakon School District #27-01 agrees that it will maintain the premises, including, but not limited to, the football field, the track & field areas, bleachers, crowd's nest, and equipment storage shed, for the duration of this agreement.

(07) It shall be the responsibility of the School District to budget funds for maintaining the football and track field and for making capital improvements as deemed necessary and appropriate. It shall be the responsibility of the City of Philip to budget funds for up to 400,000 gallons of free water per year for use at the Memorial Football/Track Field and the school practice field commonly referred to as "the dust bowl", and the use of City equipment and manpower as deemed necessary and appropriate. Maintenance and capital expenditures need not be made directly through the Memorial Field Board but may be made by the respective governmental entities.

(08) Pursuant to paragraph one (01) herein, the term of this agreement shall be automatically renewed for an addition five (05) years upon consent of both parties. The agreement may be terminated by

either party upon sixty (60) days written notice. Upon termination, capital improvements may be left on the premises and dedicated to the public use or may be removed by the entity purchasing such capital improvement and disposed of according to applicable state law.

(09) The Haakon School District and the City of Philip shall be responsible for maintaining their own respective liability insurance policies. The Haakon School District is solely responsible for the liability of all school related activities.

(10) All uses of the field shall be scheduled through the Memorial Field Board or its designee. All scheduling conflicts shall be resolved by said Board.

(11) The School District shall have priority for the use of the football/track field during the school year. The Memorial Field Board shall endeavor to make the field available, particularly in the summer months, for baseball, softball, and any other public recreational activities. Private use of the field may be allowed at the discretion of the Memorial Field Board and upon such terms and conditions as it may impose.

(12) It is hereby understood by the City of Philip and the Haakon School District that one of the terms and conditions of the lease of the field from Haakon County will be a hold harmless agreement indemnifying the County from any liability for damages or injuries arising out of any use of the field during the term of said lease.

(13) The Chairman of the Haakon School Board and the Mayor of the City of Philip are hereby authorized by virtue of this resolution, to execute any and all documents necessary to carry out the intent of this agreement.

The foregoing resolution was adopted by majority vote of the governing board of the Haakon School District #27-01 on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

HAAKON SCHOOL DISTRICT 27-01

\_\_\_\_\_  
Chairman, School Board

ATTEST:

\_\_\_\_\_  
Britni Ross, Business Manager

The foregoing resolution was adopted by majority vote of the governing board of the City of Philip City Council on this the 5<sup>th</sup> day of April 2021.

CITY OF PHILIP, SOUTH DAKOTA

/s/ Marion Matt, Council President

ATTEST:

/s/ Brittany Smith, City Administrator

Police Department

The monthly report was reviewed with Chief Buls and Officer Jordan. It was noted that Officer Jordan is planning to start law enforcement training in August 2021.

Rubble Site (Quarterly)

The report included a reminder that the summer month's schedule will start on May 1<sup>st</sup>, 2021. It was also reported that the yard waste drop-off area is open.

Street Dept.

The monthly report was reviewed.

Swimming Pool

The Health/Rec. Committee will schedule a meeting during the week of April 26<sup>th</sup> to review pool applicants and policies for 2021.

Water Dept.

The quarterly report was reviewed and noted the water loss for the month of March 2021 at 9.86%.

At 7:15 p.m. as advertised, a public hearing was held on the petition presented by Erick Hoag to vacate a portion of alley as described below.

The alley running North and South, of a width of approximately twenty feet (20'), for a length of approximately one-hundred sixty feet (160'). Said alley is bounded on the North by High Street, bounded on the East by Lot Six (6), Block Ten (10), bounded on the South and West by a portion of Outlot A, all of which is located in Original Town, City of Philip, Haakon County, South Dakota.

Mr. Hoag further petitions that, if vacation is approved, he wishes to be granted possession and responsibility for all vacated property as described above ((approximately twenty feet (20') by one-hundred sixty feet (160'))).

President Matt called for any comments from the floor, either for or against, said petition.

Following review and with no objections, motion was made by Pelle, seconded by Larson to approve the requested vacate through the passage of the following Resolution #2021-02. Motion carried with all members voting aye.

**RESOLUTION #2021-02  
VACATION OF A PORTION OF ALLEY**

**WHEREAS**, a petition has been presented by Erik Hoag to the City Council of the City of Philip, South Dakota, requesting vacation of a portion of an alley in accordance with SDCL 9-45; and,

**WHEREAS**, the alley is not developed for public access nor is its physical layout such that it is needed for public access; and,

**WHEREAS**, the alley running east and west, south of Lots One thru Six (1-6), Block Ten (10) was vacated in June 1977; and,

**WHEREAS**, a public hearing was duly advertised and held on the fifth day of April 2021; and,

**WHEREAS**, with no one appearing at said public hearing to speak against said vacation;

**NOW THEREFORE BE IT RESOLVED**, that the following described vacation be approved by the City Council of the City of Philip, South Dakota.

The alley running North and South, of a width of approximately twenty feet (20'), for a length of approximately one-hundred sixty feet (160'). Said alley is bounded on the North by High Street, bounded on the East by Lot Six (6), Block Ten (10), bounded on the South and West by a portion of Outlot A, all of which is located in Original Town, City of Philip, Haakon County, South Dakota.

**BE IT FURTHER RESOLVED**, that Erick Hoag is granted possession and full responsibility for all vacated property as described above with the stipulation that a perpetual utility easement is entered into with West Central Electric Cooperatives, Inc. for the maintenance of the existing electric utility located on said property.

Approved this 5<sup>th</sup> day of April 2021.

/s/ Michael Vetter, Mayor

ATTEST:

/s/ Monna Van Lint, Finance Officer

**Public Comments:**

None.

**In Other Business:**

The next regular meeting will be held on Monday, May 3<sup>rd</sup> at 7:00 p.m. in the Community Room of the Haakon Co. Courthouse and via Zoom.

With no further business to come before the Council, President Matt declared the meeting adjourned at 7:20 p.m.

/s/ Marion Matt, Council President

ATTEST:

/s/ Brittany Smith, City Administrator

(Published once on April 15, 2021 at approximate cost of \$\_\_\_\_\_)