

RESOLUTION 2026 - 03

A RESOLUTION OF ACCEPTANCE FOR SUBDIVISION IMPROVEMENTS IN PHASE 12 OF THE MILLS CREEK ADDITION, INSTALLED BY HLD LLC, AND AS SHOWN ON THE ATTACHED EXHIBIT.

WHEREAS the City of Harrisburg approved engineering and construction plans for Phase 12 in the Mills Creek Addition.

WHEREAS HLD LLC installed facilities per the City approved plans and requests to dedicate to the City the facilities as illustrated on the exhibit attached herein and valued as follows:

Sanitary Sewer System \$113,500
Water Distribution System \$115,000
Storm Water Drainage System \$27,000
Roadway Surfacing \$339,000

WHEREAS said facilities are installed within public right of way under the City's jurisdiction or public easements in favor of the City, listed as follows:

Tom Sawyer Trail, Jekyll Circle, Hyde Circle

WHEREAS Stockwell Engineers, on behalf of the City Engineer, issued a Notice of Final Inspection attesting the Work furnished is acceptable; and

WHEREAS The City Engineer is in receipt of documents from HLD LLC provided in compliance with City regulations and the Subdivision Construction Agreement on file at City Hall, listed as follows:

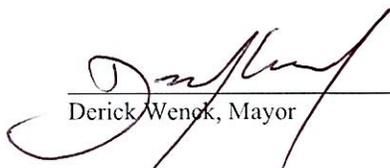
Warranty Security in favor of the City
Record Drawings of installed facilities

NOW, THEREFORE, BE IT RESOLVED by the City of Harrisburg, South Dakota, that the City hereby accepts the facilities illustrated in the exhibit attached herein and completed by HLD LLC as public infrastructure and shall hereafter be responsible for the care and maintenance of said facilities from the date of this resolution; and

BE IT FURTHER RESOLVED that a two-year warranty period for the sanitary sewer, water distribution, and storm water drainage systems and a one-year warranty period for the roadway surfacing improvements shall begin upon adoption of this resolution by the City Council.

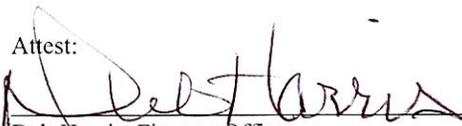
Dated this 2nd day of February, 2026.

CITY COUNCIL OF THE CITY OF HARRISBURG



Derick Wenok, Mayor

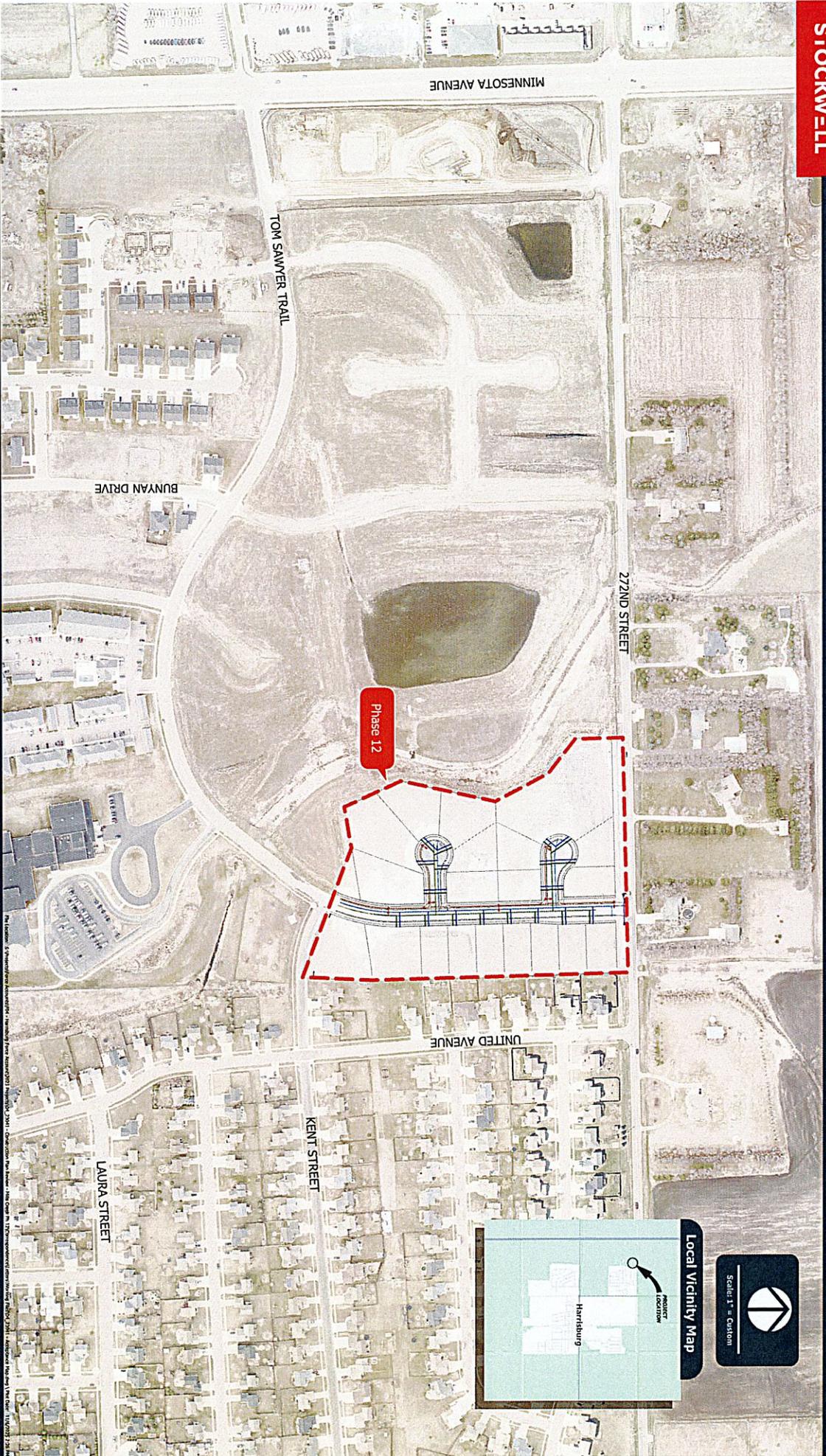
Attest:



Deb Harris, Finance Officer

Publication Date:

Effective Date:



Mills Creek Addition Phase 12
Acceptance Boundaries

November 6, 2025

Mr. Chris Jibben
JSA Engineers and Land Surveyors
6810 S Lyncrest Ave STE 101
Sioux Falls, SD 57108

Re: Final Completion
Mills Creek Addition Phase 12

04_23041 | SEI No.
Notice of Final Completion | Encl
Illustrative Map | Encl
Resolution to Accept Infrastructure | Encl
Heath VonEye, City of Harrisburg | Cc

Dear Mr. Jibben:

A final inspection was completed on 10/29/2025. We found the Work, including all punch list items, to be complete and acceptable. Enclosed is an illustrative map of the subdivision acceptance boundaries and corresponding infrastructure. Per Article 6 of the Subdivision Construction Agreement between developer and City, a Notice of Final Completion is hereby issued and enclosed. The notice includes additional detailed information pertaining to the acceptable facilities.

Also enclosed is a copy of the City's resolution to accept the infrastructure. Please return to our office the pertinent information necessary for City Staff to complete the resolution along with the applicable warranty securities per the Subdivision Construction Agreement and record drawings. If there are questions, please contact our office at your earliest convenience.

Action Items

- **Complete enclosed resolution and return to Stockwell**
- **Prepare warranty securities and deliver to Stockwell**
- **Deliver Record Drawings to Stockwell**

Respectfully submitted,

STOCKWELL ENGINEERS, INC.


Mitchell Mergen, PE
Civil Engineer

City: Harrisburg, South Dakota
 Engineer: Stockwell Engineers

Subdivision: Mills Creek Addition
 Phase: 12
 Subdivider: HLD LLC

SEI No: 04_23041
 Issue Date: November 6, 2025

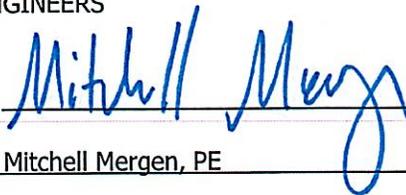
The Engineer hereby gives notice to the City and Subdivider that the Work furnished and performed by Subdivider under the Subdivision Construction Agreement is acceptable and expressly subject to the provisions of the Subdivision Construction Agreement's Contract Documents ("Contract Documents"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by City to perform or furnish during construction of the Project (including observation of the Subdivider's Work), and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer
5. This Notice is not a guarantee or warranty of Subdivider's performance under the Subdivision Construction Agreement, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Subdivider to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Subdivider of any surviving obligations under the Subdivision Construction Agreement, and is subject to City's reservations of rights with respect to completion and acceptance.

The warranty period for Improvements does not commence as of the date of this Notice but shall commence only upon formal acceptance of improvements by the City Council.

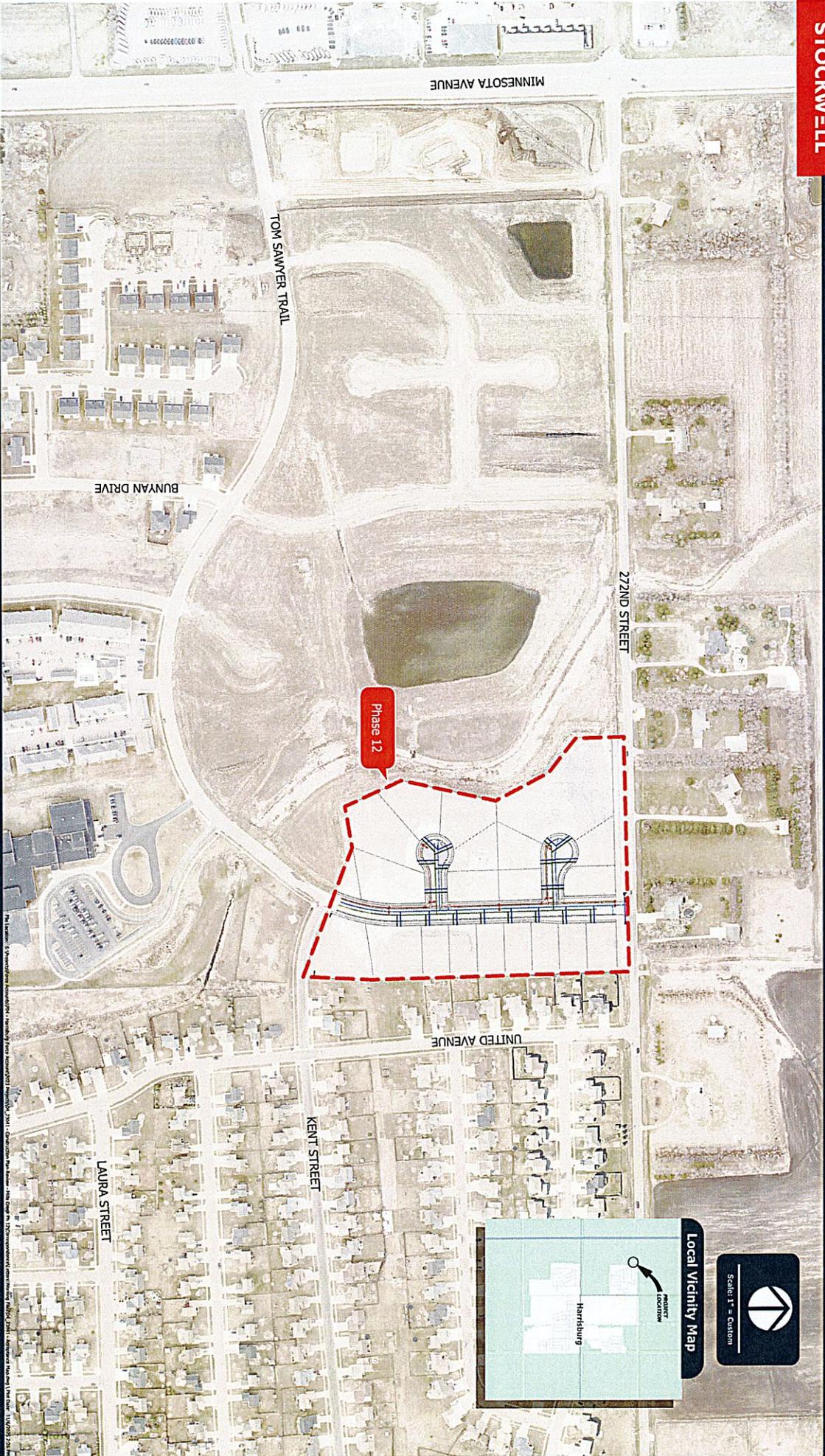
STOCKWELL ENGINEERS

By: (signature) _____



Name: (print) Mitchell Mergen, PE

Title: Civil Engineer



Mills Creek Addition Phase 12
Acceptance Boundaries

Bond No. 30190144

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That HLD LLC as Principal, and Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota and duly authorized to transact a general surety business in the state of SD, hereinafter called the Surety, are held and firmly bound unto City of Harrisburg hereinafter called Obligee, in the full and just sum of Sixty-two Thousand Eight Hundred Thirty-seven & 00/100 DOLLARS \$62,837.00 lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, on the ___ day of _____, the above named Principal entered into an agreement with the Obligee for: Grading & Surfacing, Lighting, Watermain, Sanitary Sewer, Storm Sewer & Sump Pump Collection In connection with Phase 12 of Mills Creek Addition, City of Harrisburg, SD

WHEREAS, under the terms of said agreement, Principal is required to guarantee replacement and repair of improvements as described therein for a period of 2 year(s) from and after the date of completion and acceptance of said improvements;

NOW, THEREFORE, If the above Principal for a period of 2 year(s) from and after the date of completion and acceptance of same by said Obligee, replace any and all defects in said work resulting from defective materials or defective workmanship, then the above obligation to be void; otherwise to remain in full force and effect.

Any claims upon this bond must be made prior to the expiration of the 2 year(s) maintenance period.

IN WITNESS WHERE OF, the seal and signature of said Principal is affixed hereto and the corporate seal and the name of said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact

this 2nd day of August, 2023.

HLD LLC (Principal)

By: Richard Muth

Western Surety Company

(Surety)

By: Grace Rasmussen Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Douglas Muth, Greg Krier, Grace Rasmussen, Jessie Allen, Individually

of Sioux Falls, SD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of July, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat

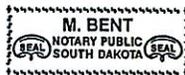
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of July, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 2nd day of August, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblgee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.