



CITY OF RAPID CITY

RAPID CITY, SOUTH DAKOTA 57701-2724

Office of the Mayor

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August 25, 2020

Rapid City Common Council
300 Sixth Street
Rapid City, South Dakota 57701

Dear Council Members:

As many of you already know, the City has been dealing with a substandard housing issue related to the Ridgestone Mobile Home Park at 600 Lindbergh Ave. The owner of this trailer park, Rand Williams, of Spearfish, has been uncooperative with the City, has violated a written agreement with the City and continues to put his tenants in danger.

The primary issue at this point is a non-conforming water service line to the trailer park. The service line comes from Haines Avenue, goes under the parking lot of a car wash, where the meter is located below grade in a manhole. The meter is non-functional, is underwater, and it is evident the service line is highly corroded.

Multiple attempts have been made to get this problem corrected. A timeline of communication between the City and the mobile home park is attached to this memo. Additionally, there are attached photographs marked exhibits 1-5 that offer a visual depiction of the issue.

- Exhibit 1: In this photograph, a city employee is standing on top of the manhole cover, in the car wash parking lot, where the water meter for the Ridgestone Mobile Home Park is located.
- Exhibit 2: A photograph looking into the manhole, where the water meter is located. As you can see, the manhole is often full of water, leaving the water meter submerged.
- Exhibit 3: A photograph looking down into the manhole. In this photograph, you can see that the household sump pump is apparently working, so the water level is below the water meter. Note the corrosion of the water service line and water meter. Also note the electrical box near the top of the manhole, which is submerged during the times when the sump pump fails to operate.
- Exhibit 4: A photograph of ice buildup on North Haines Avenue from water discharge after being pumped from the manhole.
- Exhibit 5: Photograph of the water discharge path, as the water makes its way from the discharge point onto Haines Avenue. Note the damage caused to the ADA sidewalk.



EQUAL HOUSING
OPPORTUNITY

EQUAL OPPORTUNITY EMPLOYER

City staff has diligently worked with Mr. Williams to correct these issues over the past few years. The issues seemed to culminate in late 2019/early 2020 when the City threatened to shut off water to the park. At that time, Mr. Williams entered into a written agreement with the City (attached) promising to take corrective action to fix the situation. Mr. Williams has now defaulted on this agreement, which frankly is no surprise to anyone.

To say the deteriorated condition and lack of maintenance to the Ridgestone Mobile Home Park has been a challenge would be a gross understatement. This mobile home park is well known as one of Rapid City's premier substandard housing locations and Mr. Williams continues to preside over this slum to his own financial gain. A less-sophisticated characterization of this arrangement would classify Mr. Williams as a slumlord.

The problem needing correction is:

1. Mr. Williams must replace the non-conforming 6-inch water service line with a new conforming water service line that meets all city ordinances, specifications and criteria. The existing service line, of unknown materials and condition, runs under a heavily-trafficked street and has no easement to pass across adjacent private property.
2. Mr. Williams must replace the existing meter pit with an above-ground meter facility in accordance with city engineering guidelines. The existing meter pit is located in the adjacent property owner's driveway to their business. The existing meter pit is also a confined space which presents a life safety hazard for entry. City personnel are not allowed to enter this pit because of these life safety concerns.
3. Mr. Williams needs to meet the requirements of his agreement with the City of Rapid City.

You may be asking why this issue is taking so long to resolve, and the answer to that is quite simple. City staff does not wish to see the needless eviction of the residents of Ridgestone Mobile Home Park, nor do they wish to shut the water off, especially when it is not the fault of the residents. Three years, going on four, is more than reasonable time to expect these changes to be made, especially when Mr. Williams benefits financially from housing some of Rapid City's poorest citizens. The time for talking and negotiating has passed.

A new plan forward has been developed and will be implemented based on two action options, which may be implemented concurrently.

Option #1

The City Attorney will file a lawsuit against Mr. Williams to force compliance with the attached signed agreement. This will likely be effective, but could take a long period of time to get through the legal system. Mr. Landeen will call an executive session during our September 8th council meeting to inform you and seek permission to move forward.

Option #2

City water service will be discontinued after adequate and generous warnings to Mr. Williams and the residents of the mobile home park (described in more detail below). This will be effective but will potentially make victims out of the residents of Mr. Williams' mobile home park.

Water service discontinuation timeline:

1. A certified letter will be sent to Mr. Williams during the week of August 31st, 2020, providing a timeline of when the Ridgestone Mobile Home Park's tenants' water service will be discontinued. A copy of the tenant notification letter will be provided to Mr. Williams.
2. If within one week after the above notification, Mr. Williams takes no definitive action to meet the terms of his agreement with the City, the Ridgestone Mobile Home Park tenants will be notified of the possible discontinuation of water service.
3. If Mr. Williams takes no definitive action to meet the terms of his agreement with the City within sixty (60) days after notification of the Ridgestone Mobile Home Park tenants, water service will be discontinued to the Ridgestone Mobile Home Park (mid-November).

I am asking for your support of this plan. I believe action is needed in this case to bring this property into compliance. The plan also indirectly benefits those residing in the Ridgestone Mobile Home Park as well as others who live in substandard housing, as it displays the need for landlord responsibility and accountability.

Sincerely,



Steve Allender
Mayor

Attachments:

Exhibits 1 through 5

Contract between Rand Williams and the City of Rapid City

Correspondence timeline between Rand Williams and the City of Rapid City

Not attached, but available:

Correspondence between the City and Rand Williams

Code Enforcement history 600 Lindbergh

Fire inspection history 600 Lindbergh

1/16/2020

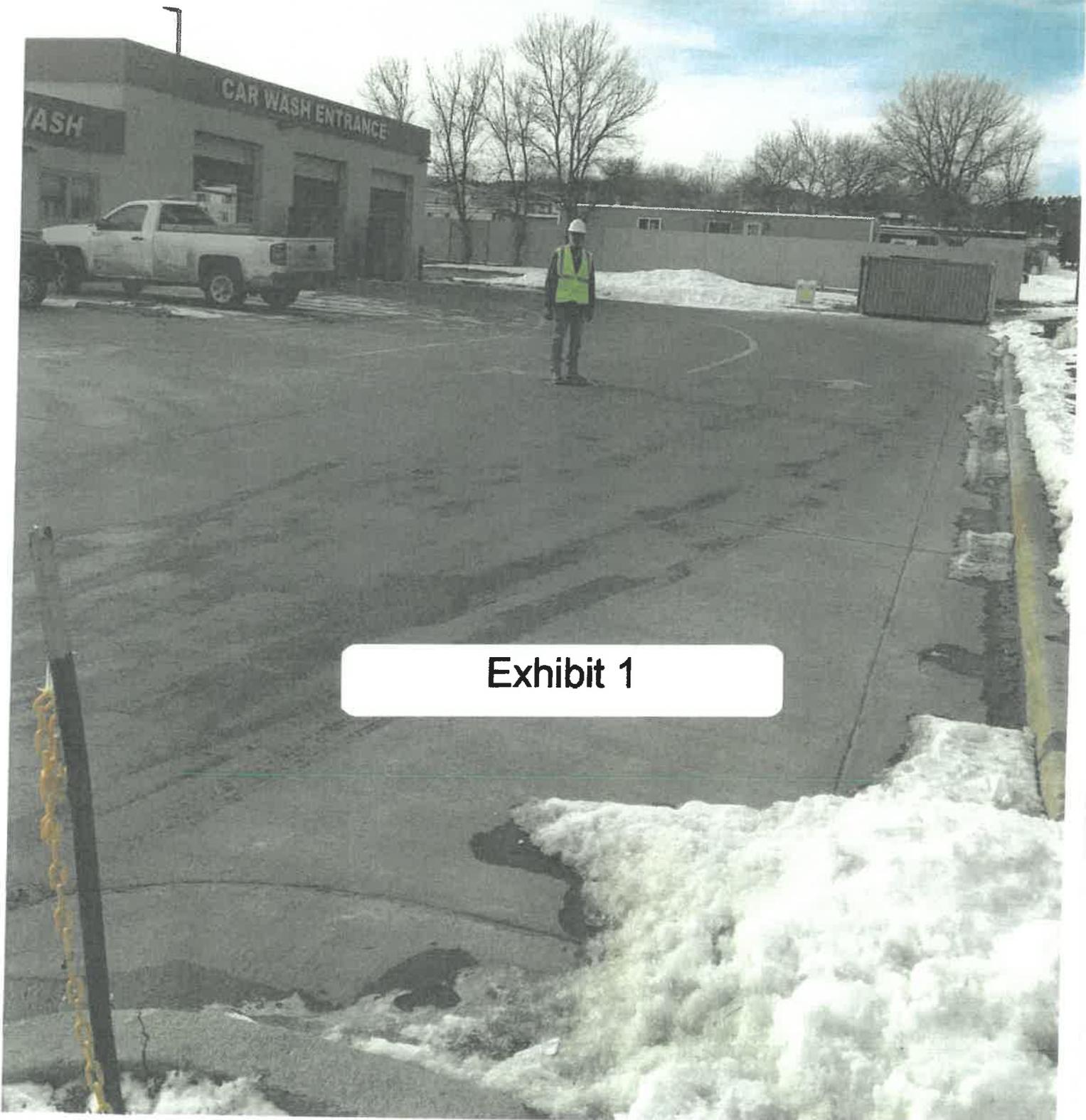


Exhibit 1

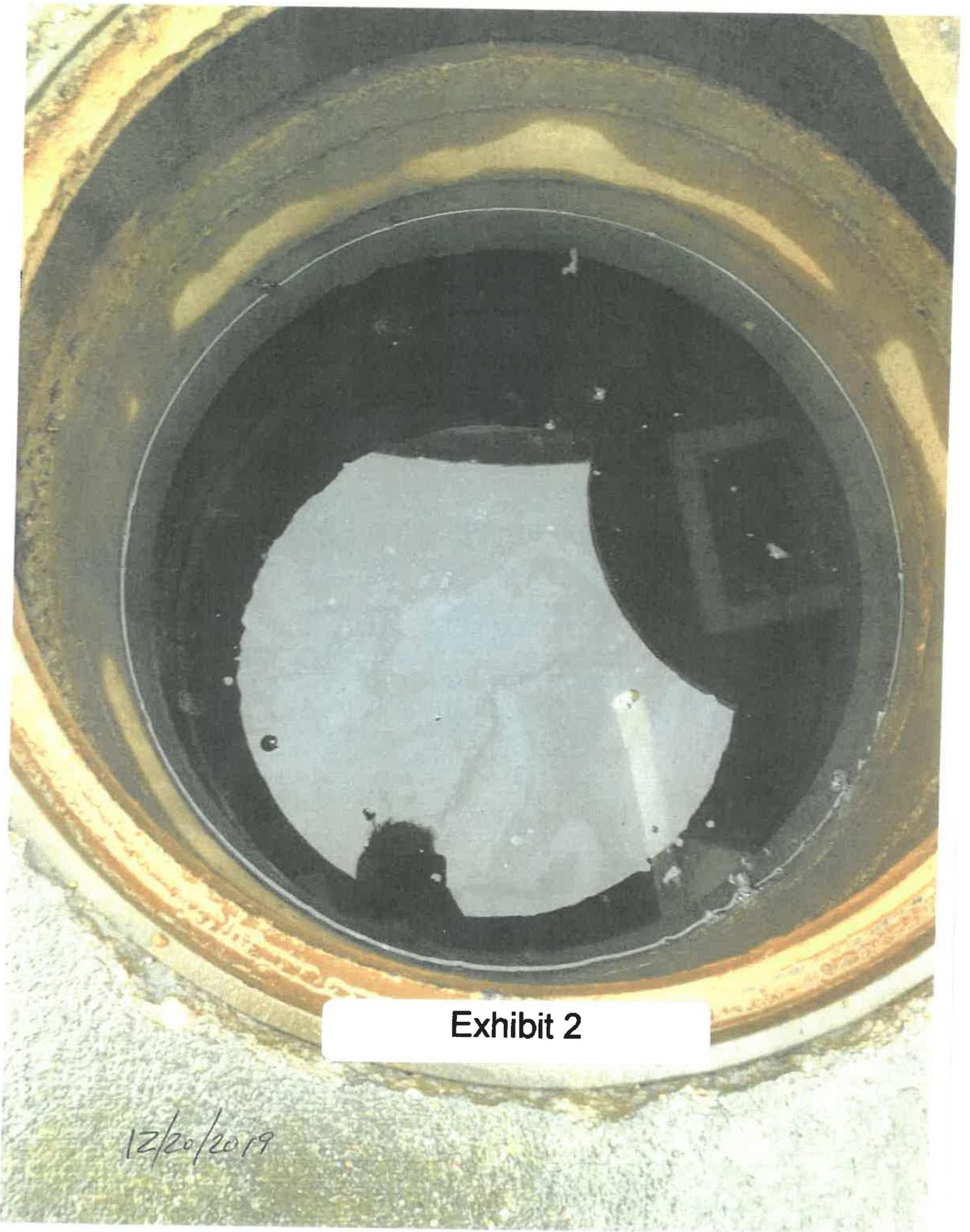
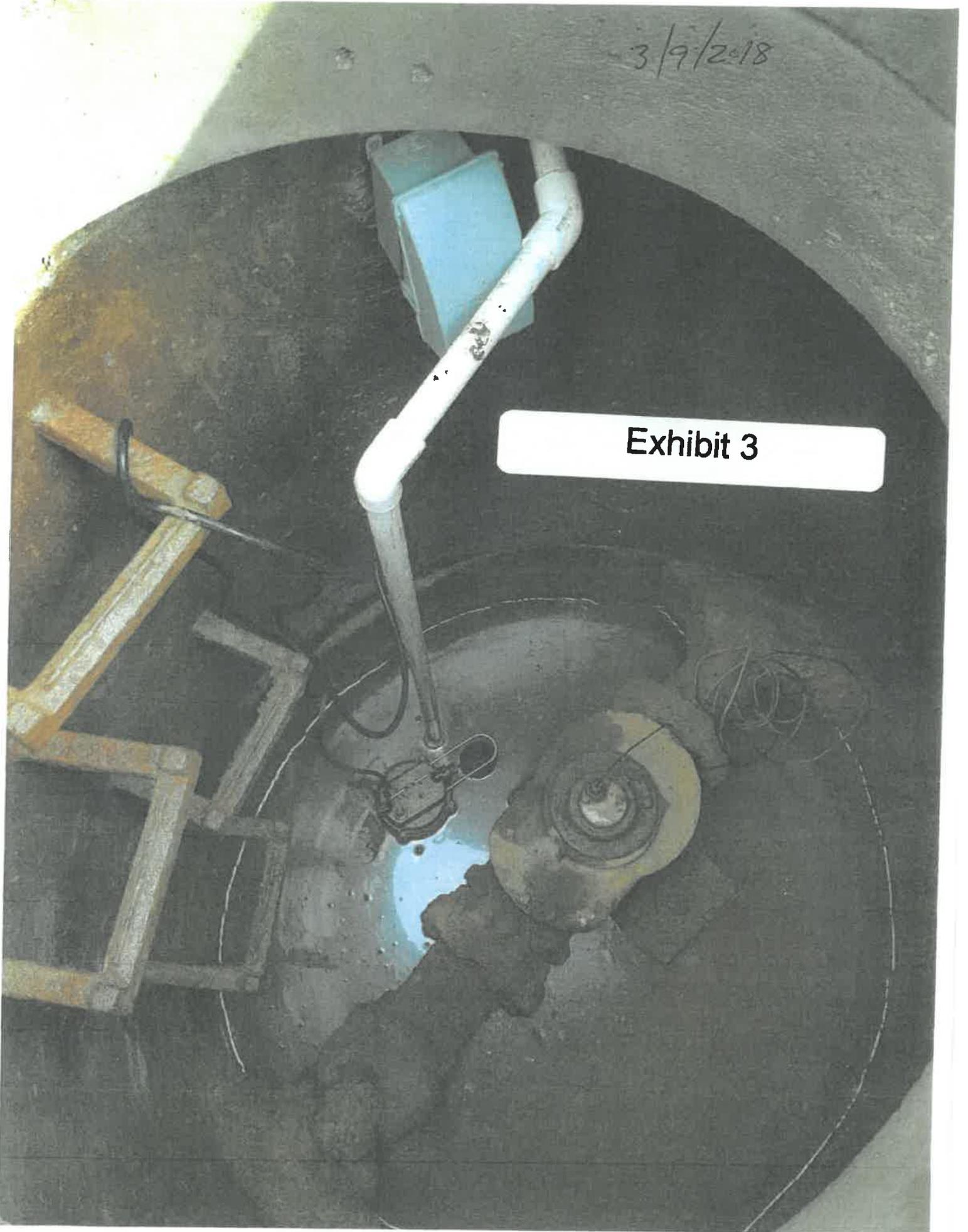


Exhibit 2

12/20/2019

3/9/2018

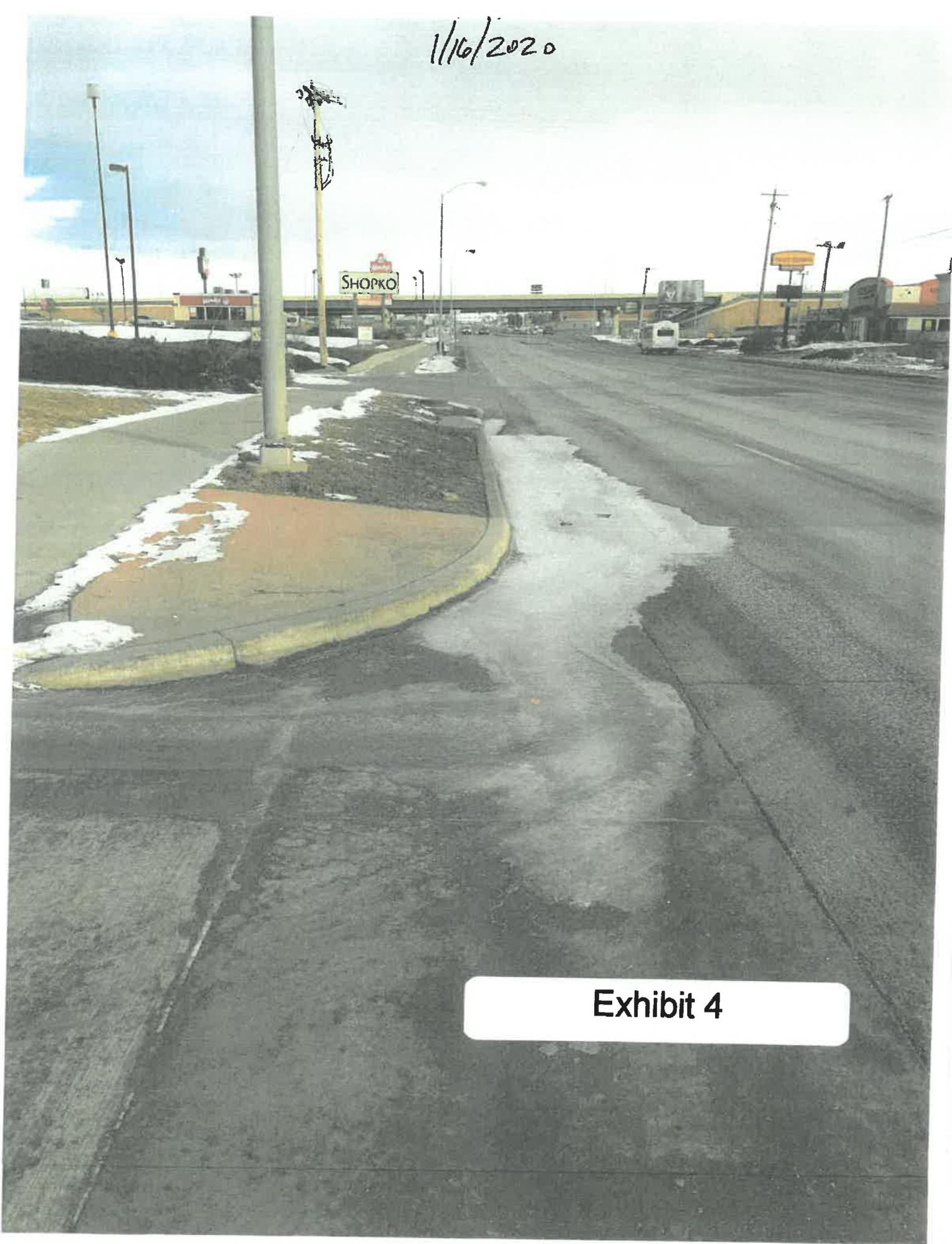
Exhibit 3



1/16/2020

SHOPKO

Exhibit 4



1/15/2020

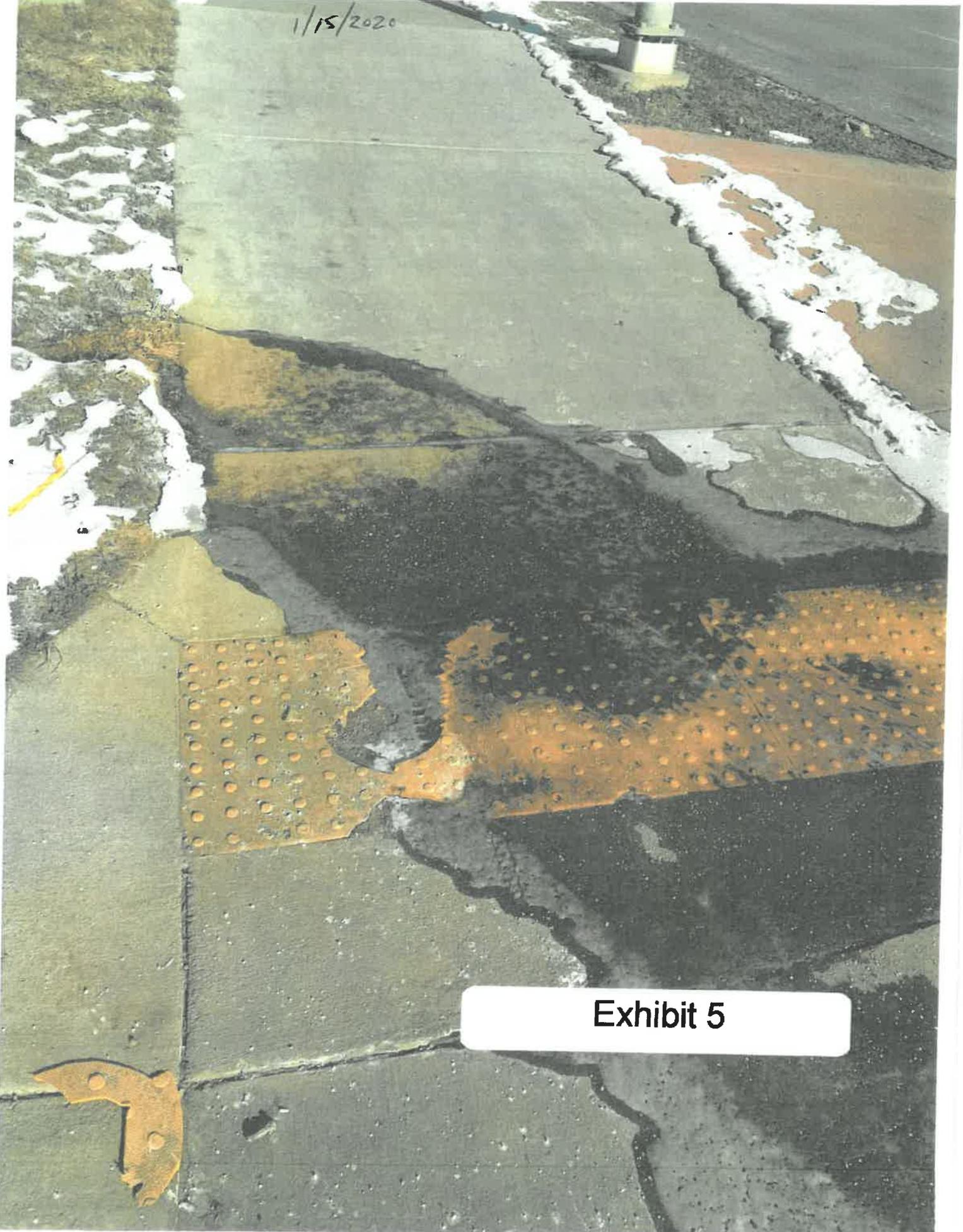


Exhibit 5

**AGREEMENT BETWEEN CITY OF RAPID CITY
AND GAYLA WILLIAMS AND RAND WILLIAMS CONCERNING REPLACEMENT
OF WATER SERVICE TO RIDGESTONE MOBILE HOME PARK**

This Agreement is entered into this 4th day of April, 2020, by and between GAYLA WILLIAMS and RAND WILLIAMS, of 742 State Street, Spearfish, SD 57783-2157 ("Owners") and the CITY OF RAPID CITY, a South Dakota municipal corporation, of 300 Sixth Street, Rapid City, SD 57701 (the "City").

WHEREAS, Owners are the owner of record of property within the City of Rapid City called Ridgestone Mobile Home Park, generally located at 600 Lindbergh Avenue, and legally described as follows:

The West 662.04 feet of the North 573.15 feet of the South 1073.15 feet of Tract A Less Dedicated Lindberg Street in Northern Heights Subdivision, Section 25, Township 2 North, Range 7 East, Black Hills Meridian (S2N R7E BHM), Rapid City, Pennington County, South Dakota;

("Ridgestone Mobile Home Park" or "the Property"); and

WHEREAS, the existing water service to Ridgestone Mobile Home Park crosses the neighboring property at 1717 Haines Avenue and includes a meter pit located at 1717 Haines that cannot provide an accessible and suitable location for a water meter; and

WHEREAS, the meter for Ridgestone Mobile Home Park has not functioned for more than 24 months; and

WHEREAS, Owners acknowledge that the City has the authority to turn off water service to the Property because of their noncompliant meter pit; and

WHEREAS, in consideration of the City's forbearance in turning off the water to the Property, Owners agree to enter into this Agreement to replace the inoperable meter pit with a new water service; and

WHEREAS, the parties desire to reduce their agreement to writing.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed by the parties as follows:

A. The recitals set forth above constitute an integral part of this Agreement and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.

B. Owners' Rights and Obligations. Owners consent to the following deadlines for replacement of the water service for Ridgestone Mobile Home Park and agree to be responsible

for the construction and operation of the new water service allowed by the City, at Owners' sole cost:

1. By April 1, 2020, Owners shall submit to the City construction plans to replace the non-conforming 6 inch water service with a new conforming water service that includes a new service line and an above ground meter facility. The service may take water service from Haines Avenue or from Lindberg Avenue. Such construction plans shall be designed and stamped by a registered professional engineer licensed in the State of South Dakota; shall comply with all City ordinances, regulations, and criteria; and shall include an engineer's estimate for the cost of the improvements.
2. Within 30 days of the City's approval of the construction plans, Owners shall enter into a contract with a construction company to construct the conforming water service, and shall submit the signed contract to the City.
3. Within 30 days of the City's approval of the construction plans, Owners shall provide a performance surety to the City's benefit equivalent to the cost estimate. Such surety shall be a letter of credit or bond or other instrument in a form approved by the City Attorney's Office.
4. Owners shall complete all construction described in the approved plans by September 1, 2020.
5. Owners will be permitted to continue to utilize the existing noncompliant service, including the meter pit at 1717 Haines Avenue, until all construction is complete, subject to Section C2.

The parties may agree to reasonable extension(s) of the timeframes listed above. Any such agreement shall be documented in writing signed by the Public Works Director and by one or both Owners.

C. City's Rights and Obligations.

1. City agrees to timely review all construction plans submitted by Owners.
2. City agrees that, so long as Owners are complying with the deadlines as provided in this Agreement, or as amended pursuant to Section B, City will not turn off the water to the Property on the basis of the existing meter pit. City retains the right to turn off water to the Property for any other purpose as allowed in state law or city ordinance.

D. Owners' Notification and Assignment. Before entering into a purchase agreement with any potential buyers for the Property, Owners shall provide notice of this Agreement to the potential buyers. Owners may assign this Agreement to subsequent purchaser(s) with the written consent of City, and City may request any documentation and commitments necessary from the subsequent purchaser(s) before giving its consent to the assignment. If Owners do not provide

the required notification to subsequent property owners and/or do not assign the Agreement in accordance with this Section, then City may seek a judicial order for specific performance of the terms of this Agreement requiring Owners to perform the obligations herein even if they no longer own the Property. Owners agree to indemnify City for its costs, including attorney's fees, incurred with respect to any such action.

E. Enforcement. The City may undertake any legal or equitable action available to enforce the provisions of this Agreement in addition to any remedy provided herein. If Owners violate a provision of this Agreement, the parties agree that City may turn off water to the Property and/or take any other actions to exercise all legal and equitable rights available under the laws of the State of South Dakota for Owners' breach, including the right to specific performance. Owners agree to indemnify City for its costs, including attorney's fees, incurred with respect to any such action.

F. Authority. This Agreement is entered into by the Public Works Director pursuant to the authority given in Rapid City Municipal Code Sections 2.44.020 and 13.12.060.C.2.

G. Additional Provisions.

1. *Waiver.* Any failure or delay in enforcing the provisions in this Agreement shall not impair or affect the covenant so far as any future or other breach is concerned. It is understood and agreed that no waiver of any breach of the covenants herein contained shall be construed to be a waiver of any other breach of the same or other covenant, nor shall failure to enforce any one of the restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.
2. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings, whether oral or written.
3. *Severability.* If any section(s), or provision of this Agreement are declared invalid for any reason whatsoever by any competent court, such invalidity shall not affect any other section(s) or provision of this Agreement if they can be given effect without the invalid section(s) or provisions.
4. *Modification.* No modification or amendment to this Agreement shall be valid, unless evidenced by a writing signed by the parties hereto or their assignees, except as provided in Section B.
5. *Jurisdiction and Venue.* The parties' rights and obligations under this Agreement shall be governed by, and construed in accordance with, the laws of the State of South Dakota. Any dispute concerning this Agreement shall be venued and litigated in the Circuit Court for the Seventh Judicial Circuit, located in Rapid City, Pennington County, South Dakota.

Ridgestone Mobile Home Park

600 Lindbergh Street

TIMELINE

May 2017 to October 2018 – Multiple inspections of Ridgestone Mobile Home Park completed by the Rapid City Fire Department Division of Fire and Life Safety. Each inspection found twenty-five or more city ordinance violations. Ridgestone Mobile Home Park did not have an operating permit for the second half of 2017, the entirety of 2018, and the first half of 2019.

June 22, 2017 – Letter sent to one of property owners (Rand Williams) from the Rapid City Fire Department Division of Fire and Life Safety detailing that a second inspection of the manufactured home park had been completed, the park was still not up to minimum standards, and an operating permit could not be issued without the required corrections to bring the park up to minimum standards.

June 28, 2017 – Certified letter sent to property owners notifying them that the existing water service, meter pit and appurtenances were non-conforming and must be replaced. The City requested a course of action by August 25, 2017.

August 2, 2017 – Complaint filed for three lot numbering violations, three manufactured home skirting violations, two inoperable window violations, and one operating manufactured home park with junk, unlicensed vehicles, or nuisances violation.

October 16, 2017 – Rand Williams's attorney makes court appearance for initial appearance on city ordinance violations.

January 5, 2018 – Letter sent from the City Attorney's office to the property owner that they must contact the Attorney's Office by February 1, 2018 or the water service will be shut-off.

May 23, 2018 – Letter and e-mail sent to property owner identifying ordinances and authority of the City to require the system deficiencies to be repaired.

October 25, 2018 – Court trial for eight city ordinance violations. Rand Williams found guilty of six city ordinance violations and sentenced to pay total fines and costs of \$720.

October 24, 2019 – Certified letter sent to property owners detailing ordinances that are being violated, and requiring a course of action by January 15, 2020.

Property owner had been in touch with a private engineering firm, so a deadline for a course of action and executed contract was extended to February 1, 2020.

February 3, 2020 – An acceptable course of action was not given to the City by February 1, 2020. A certified letter was sent to the property owner outlining that tenants would be notified on February 6, 2020 that a shutoff was scheduled for April 8, 2020.

February 4, 2020 – Rand and Gayla Williams sign an agreement that they will submit plans to the City to replace the service line and the meter pit by April 1, 2020 and that they will construct a conforming water service to be completed by September 1, 2020. In exchange the City promised not to turn off the water so long as the Williams comply with the deadlines in the agreement.

April 1, 2020 – Property owner does not meet the deadline to submit plans to the City for the water service improvements.

May 12, 2020 – As a compromise, City sends letter to property owner with proposed amendment to the agreement to alter property owner's obligation to replace entirety of service line. City asked for a response from the property owner by May 18. No response was received.

June 2, 2020 – Property owner emailed proposing that he replace the water meter at his cost while deciding how to proceed with the remainder of his obligations.

The City rejected his water meter offer and asked for the property owner's plan to replace the meter pit. No answer was received.