12/10/14

RE: Officer Trudeau raise recommendation

March 2012 Corey began his duties as a part time police officer ($15.40 was his starting wage)

May 2012 Corey went from part time to full time police officer (he did not receive a wage increase at that time)

Corey has not received a performance raise since he has been employed with the city.

Corey has been and continues to be a certified EMT and keeps up on his hours to keep this certification.

He also uses his training as an EMT and a firefighter and volunteers to be on the Elk Point Fire Dept.

Corey has received two certifications that required him to go to three weeks of training in Pierre. He is currently a certified firearms instructor and a certified Dare instructor.

Corey has also been trained on a driving simulator and has provided training to many middle school students with the driving simulator.

During his tenure here Corey has received two work evaluations and each of them have been good evaluations where he meets all standards and occasional exceeds them.

Corey has also volunteered his time to coach softball in the summer..

Corey has and is a good fit for the police dept. and the city of Elk Point.

Revised by Craig

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

This **AGREEMENT**, is made and entered into by Elk Point Municipal Electric, of PO Box 280, Elk Point, SD 57025-0028, hereinafter referred to as **Elk Point**, and Union County Electric Cooperative, Inc., of PO Box 459, Elk Point, SD 57025-0459, hereinafter referred to as **Union**; jointly referred to as the Parties.

The Parties hereto agree to be bound by all terms, conditions, promises, and obligations herein contained, which include the following:

1. The Parties to this Agreement are electric utilities as defined by South Dakota statute and are actively engaged in furnishing electric services within the state.

2. Pursuant to state law, the South Dakota Public Utilities Commission (SD PUC) has established the assigned service territories of each electric utility operating within the state. The SD PUC prepared, or caused to be prepared, maps showing the boundaries of the assigned service territories for each electric utility.

3. The purpose of this Agreement is to verify and update all existing service territory mapping data for use in a Geographic Information System (GIS). Throughout this process, all mapping data, including: initial territorial agreements, maps, and all territory change agreements, have been compiled and reviewed for accuracy. A legal description was formulated by the SD PUC staff and sent to the Parties for review and verification.

4. The mapping data contained in the attached legal description (Exhibit A) and the corresponding map (Exhibit B) accurately represent the service territories currently served by the Parties.

5. For purposes of this agreement, it is understood that any customer receiving service from an electric utility on whose service territory that customer does not reside shall continue receiving service from said utility as long as they are receiving service under the terms of the grandfather provision in SDCL 49-34A-42 or a legal service rights exception approved by the Commission.

6. Under this Agreement, any changes made to mapping data are to be deemed intentional and a result of the review and exchange of information between the SD PUC staff and the Parties hereto. Any changes in mapping data should be considered a request by the Parties on the SD PUC, for approval of change in service territory according to state law. If approved by the SD PUC, the revised mapping data shall hereafter constitute the controlling service territory designations of the Parties; and as evidence of such territorial designations, the Parties and the SD PUC shall maintain the territorial mapping data and this Agreement.

7. The Parties agree to the continued existence and validity of all service territory exceptions previously established according to state law.

8. This Agreement shall not foreclose the ability of the Parties hereto, to modify the service territory as established in this Agreement through the processes provided under the laws of the State of South Dakota, including, but not limited to, annexation. The parties agree that the South Dakota Public Utilities Commission retains all rights and obligations provided to it by chapter 49-34A of the South Dakota Codified Laws and applicable administrative rules with regards to the assignment and determination of electric service territories, and nothing in this Agreement shall supersede those powers.

9. This Agreement shall be binding upon the Parties and their successors, assigns, agents and representatives

****

Elk Point Municipal Electric

By: _____

Title: _____

Date:_____

Union County Electric Cooperative, Inc.

By: _____

Title: _____

Date:_____

UNION COUNTY ELECTRIC COOPERATIVE, INC.

ON this _____day of _____, 2015, before me, the signing officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Parker Public Utilities, and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

_____

Notary Public

My Commission Expires: _____ SEAL

ELK POINT MUNICIPAL ELECTRIC

ON this _____day of _____, 2015, before me, the signing officer, personally appeared _____, who acknowledged himself/herself to be the _____ for Southeastern Electric Cooperative, Inc., and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

_____
Notary Public
My Commission Expires: _____ SEAL

Gary Hanson, Chairperson
Chris Nelson, Vice Chairperson
Kristie Fiegen, Commissioner

South Dakota

PUBLIC UTILITIES COMMISSION

500 East Capitol Avenue
Pierre, South Dakota 57501-5070
www.puc.sd.gov

Capitol Office
(605) 773-3201
1-866-757-6031 fax

Grain Warehouse
(605) 773-5280
(605) 773-3225 fax

Consumer Hotline
1-800-332-1782

December 5, 2014

Jerry Buum
Public Works Director
Elk Point Municipal Electric
106 W. Pleasant St.
PO Box 280
Elk Point, SD 57025-0028

Subject: Electric Service Territory Boundaries

Mr. Buum:

Enclosed you will find a service territory agreement prepared by South Dakota Public Utilities Commission Staff in regards to the electric service territory boundaries shared by Elk Point Municipal Electric (Elk Point) and Union County Electric Cooperative, Inc. (Union). **Please review, sign, and notarize the enclosed settlement agreement and return to staff at the South Dakota Public Utilities Commission if you find the agreement satisfactory.**

We appreciate your assistance in this matter and look forward to continuing to work with you to ensure the electric service territory maps remain current and reliable. If you have any questions, **contact Staff Analyst David Henry at 605.773.8052 or by email at david.henry@state.sd.us.**

Sincerely,

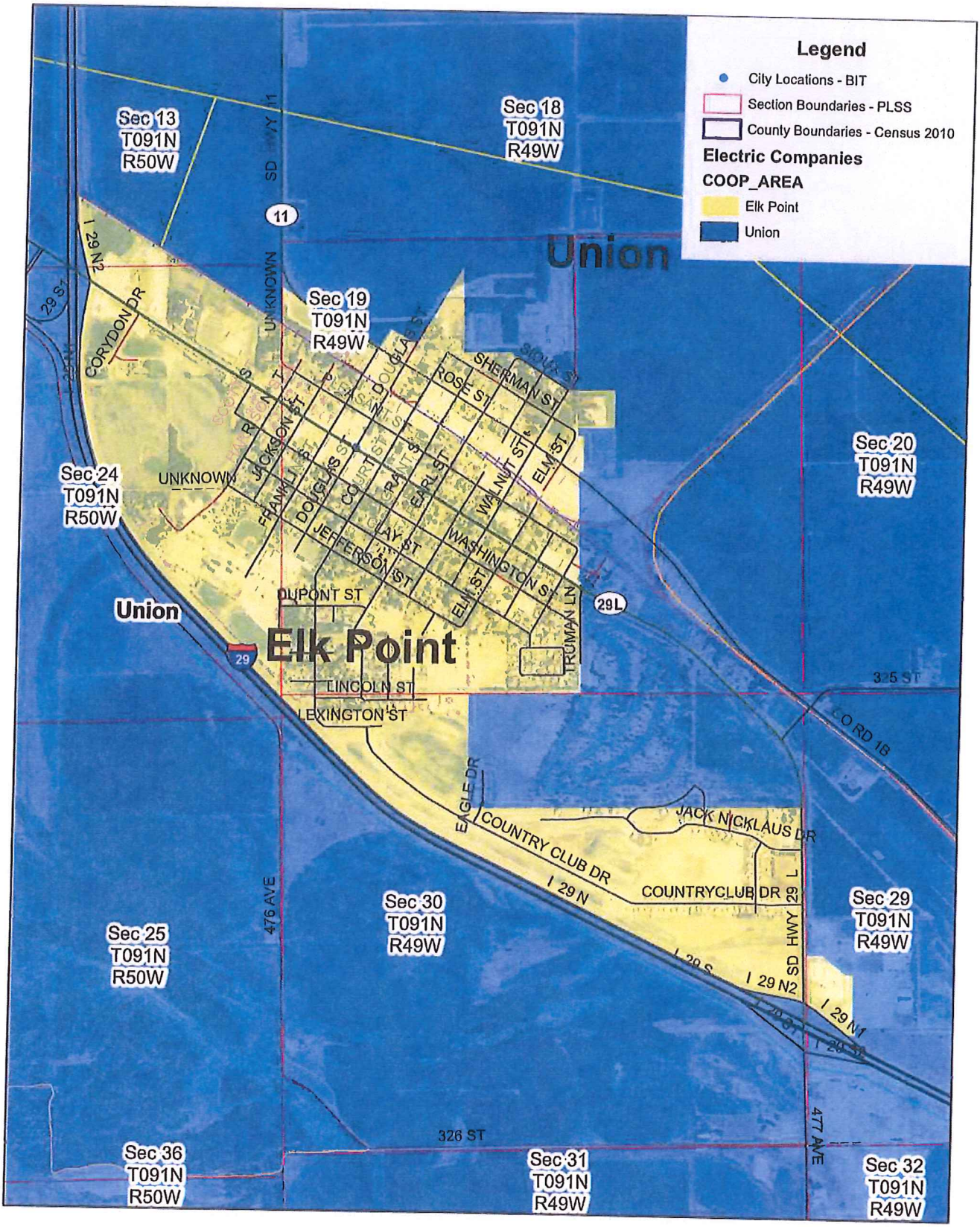
David Henry

David Henry
Staff Analyst

Enclosures (3)
- Service Territory Agreement
- Legal Description – Exhibit A
- Maps – Exhibit B

Exhibit B

Union & Elk Point Electric Service Territory Boundary



Drafted by Jason Simmons 6/13/2013

* Original *

RECEIVED
DEC 05 2014
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

This **AGREEMENT**, is made and entered into by Elk Point Municipal Electric, of PO Box 280, Elk Point, SD 57025-0028, hereinafter referred to as **Elk Point**, and Union County Electric Cooperative, Inc., of PO Box 459, Elk Point, SD 57025-0459, hereinafter referred to as **Union**; jointly referred to as the Parties.

The Parties hereto agree to be bound by all terms, conditions, promises, and obligations herein contained, which include the following:

1. The Parties to this Agreement are electric utilities as defined by South Dakota statute and are actively engaged in furnishing electric services within the state.

2. Pursuant to state law, the South Dakota Public Utilities Commission (SD PUC) has established the assigned service territories of each electric utility operating within the state. The SD PUC prepared, or caused to be prepared, maps showing the boundaries of the assigned service territories for each electric utility.

3. The purpose of this Agreement is to verify and update all existing service territory mapping data for use in a Geographic Information System (GIS). Throughout this process, all mapping data, including: initial territorial agreements, maps, and all territory change agreements, have been compiled and reviewed for accuracy. A legal description was formulated by the SD PUC staff and sent to the Parties for review and verification.

4. The mapping data contained in the attached legal description (Exhibit A) and the corresponding map (Exhibit B) accurately represent the service territories currently served by the Parties.

5. For purposes of this agreement, it is understood that any location receiving service from an electric utility within whose service territory that location is not located shall continue receiving service from said utility as long as they are receiving service under the terms of the grandfather provision in SDCL 49-34A-42 or a legal service rights exception approved by the Commission pursuant to SDCL 49-34A-55.

6. Under this Agreement, any changes made to mapping data are to be deemed intentional and a result of the review and exchange of information between the SD PUC staff and the Parties hereto. Any changes in mapping data should be considered a request by the Parties on the SD PUC, for approval of change in service territory according to state law. If approved by the SD PUC, the revised mapping data shall hereafter constitute the controlling service territory designations of the Parties; and as evidence of such territorial designations, the Parties and the SD PUC shall maintain the territorial mapping data and this Agreement.

7. Unless agreed to by the Parties and approved by the SD PUC, no changes or updates of mapping data under this Agreement shall change the service provider for any South Dakota consumer. Further, the Parties agree to the continued existence and validity of all service territory exceptions previously established according to state law.

8. This Agreement shall be binding upon the Parties and their successors, assigns, agents and representatives.

9. Approval of this Agreement by the SD PUC shall not in any way constitute a determination by the SD PUC as to the merits of any allegations or contentions that may arise as a result of this Agreement and shall not foreclose the SD PUC from the review of any allegations or contentions that may arise hereafter.

10. This Agreement shall not foreclose the ability of the Parties hereto, to modify the service territory as established in this Agreement through the processes provided under the laws of the State of South Dakota.

****

Elk Point Municipal Electric

By: _____

Title: _____

Date: _____

Union County Electric Cooperative, Inc.

By: Ralph L. Mann

Title: Manager

Date: 12/1/14

UNION COUNTY ELECTRIC COOPERATIVE, INC.

ON this 1st day of Dec, 2014, before me, the signing officer, personally appeared Ralph A. Morse, who acknowledged himself/herself to be the Manager for Union County Electric Cooperative, Inc., and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Amanda J. Adams
Notary Public
My Commission Expires: 4/25/2020

SEAL

AMANDA J. ADAMS
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

ELK POINT MUNICIPAL ELECTRIC

ON this _____day of _____, 2014, before me, the signing officer, personally appeared _____, who acknowledged himself/herself to be the _____ of Elk Point Municipal Electric, and being authorized so to do, executed the foregoing instrument for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

_____

Notary Public

My Commission Expires: _____ SEAL

Exhibit A

Legal Description of the Electric Service Territory Boundary between Elk Point Municipal Electric and Union County Electric Cooperative

Based on a prior agreement dated the 31st day of December, 1975, signed by Elk Point Municipal electric and Union County Electric Cooperative, the following represents the legal description of the electric service territory boundary shared between Elk Point Municipal Electric and Union County Electric Cooperative.

Exhibit B – page 2

1. BEGINNING at the SE corner of the NE ¼ of the NE ¼ of Section 30 of Township 91 North (T91N), Range 49 West (R49W), Union County,

2. THENCE continue south to the NW corner of Lot G of Section 29 of T91N, R49W,

3. THENCE continue southeast following the boundary of Lot G to the SE corner of Lot G of Section 29 of T91N, R49W,

4. THENCE continue west following the south Boundary of Lot G to Interstate 29 on of Section 29 of T91N, R49W,

5. THENCE continue northwest following Interstate 29 to a point of intersection with the centerline of the Burlington Northern Santa Fe Railroad in Section 13 of T91N, R50W,

6. THENCE continue southeast along the centerline of the Burlington Northern Santa Fe Railroad to the east boundary of Section 24 of T91N, R50W,

7. THENCE continue north to the centerline of SD Highway 11 on the east boundary of Section 19 of T91N, R50W,

8. THENCE continue southeast along the centerline of SD Highway 11 to the west corner of Lot X of Section 30 of T91N, R50W,

9. THENCE continue northeast to the north corner of Lot X of Section 19 of T91N, R49W,

10. THENCE continue southeast to the east corner of Lot X of Section 19 of T91N, R49W,

11. THENCE continue northeast to the north corner of Curry Tract 1 of Section 19 of T91N, R49W,

12. THENCE continue south to the south line of the NE ¼ of the NW ¼ of Section 19 of T91N, R49W,

13. THENCE continue east to a line extending northwest from the centerline of Sioux Street of Section 19 of T91N, R49W,

14. THENCE continue southeast along the centerline of Sioux Street to the NW corner of Fennel Tract of Section 19 of T91N, R49W,

15. THENCE continue east to the NE corner of Fennel Tract 1 of Section 19 of T91N, R49W,

16. THENCE continue south to the SE corner of Fennel Tract 1 of Section 19 of T91N, R49W,

17. THENCE continue west to the SW corner of Fennel Tract 1 of Section 19 of T91N, R49W,

18. THENCE continue south to the NW corner of Fennel Tract 2 of Section 19 of T91N, R49W,

19. THENCE continue east to the NE corner of Fennel Tract 2 of Section 19 of T91N, R49W,

20. THENCE continue south to the SE corner of Fennel Tract 2 of Section 19 of T91N, R49W,

21. THENCE continue west to the SW corner of Fennel Tract 2 of Section 19 of T91N, R49W,

22. THENCE continue south to the SW corner of Lot B of Government Lot 1 of Section 19 of T91N, R49W,

23. THENCE continue west to the NW corner of Elk Point Country Club and Golf Course of Section 30 of T91N, R49W,

24. THENCE continue south to the SW corner of Elk Point Country Club and Golf Course of Section 30 of T91N, R49W,

25. THENCE continue east to the SE corner of the NE ¼ of the NE ¼ of Section 30 of T91N, R49W.

City Administrator's Report

January 2015

Steven Griesert from Community Partners Research Inc. located in Faribault, MN has started on the Elk Point Housing Study. He interviewed Mayor Trobaugh, John Herrity from Herrity Associates and plans a telephone interview with Pastor Dave Bambas. Pastor Bambas is the President of the Housing & Rehabilitation Commission. I also gave Mr. Griesert a community tour. He will return and continue with interviews. He will conduct demographic research as well. He will ultimately present his final housing study to the City Council.

We have submitted invoices via SECOG and then to the SD DOT for expenditures for Phase II of the Safe Routes to School program. Jerry ordered some more pedestrian signs and Ryan ordered bike rodeo equipment. The SRTS Phase II grant award is for non infrastructure items.

I worked on a policy and procedures manual for the Housing & Rehabilitation Commission (HRC). The purpose of the manual is to have them aware of townhome information, prior rental price history and various policies like the rental agreement and move in and move out guidelines. The manual will be presented at their January Board meeting. Steve Taylor the property manager and I met. We revised the HRC brochure and weekly newspaper advertisement.

I am gathering reimbursement from Community Pride and the Chamber to help pay for the new community sign. I am awaiting reimbursement from Mid America for a Local Partners grant award in the amount of $2,500.00.

Mike Turnwall the SD GOED representative conducted a business retention visit with Jim Peterson, from Load King. Load King is doing well. They are continuing to recruit new welders.

The purchase agreement and transfer of the building used by the Food Pantry was completed on December 1, 2014. Erika sent the signed deed paperwork to the County Courthouse.

I have been retrieving information and working with Craig Thompson, City Attorney on the County lawsuit complaint regarding dispatch fees.

I am a member of the SESD Tourism Association Board of Directors. Our next Board meeting is in March. The Board in various cities from the region will hold such meetings.The March meeting will be held at the Union County Historical Museum. Jacquie Fuchs the SESDTA Director is excited to have the meeting at the Museum's new location.

Department Head Report

December 2014

Business dumpsters are picked up once a week and residential garbage is picked up once a week. The summer help guys have been back the past couple of weeks to help with the garbage pickup. My guys have taken over the duties of hauling the recycling this past month.

The electric guys put up the Christmas decorations at the beginning of the month. We have been experimenting with street lights for business district and in the Public Works Building. (Hard to believe that the lights in here are ten years old already). They installed three newer ones and it seemed like they were brighter. The guys have been working on some of their equipment. They have worked on a couple of services as well.

Troy worked on some issues that he was having at the plant. He has been working on his inventory at the water department. He also helped me gather information on our water system for insurance purposes. Dennis, Don Klunder and I met with Robert Holso from Verisk Insurance Solutions. Mr. Holso takes the information the Elk Point Fire District and the City provides him and he tries to get a better rating for the residents of Elk Point for fire protection.

Rube has been helping Troy in the treatment plant. He did some housekeeping at the lagoon shed. We have decided that we will try and get a grab sample of the lagoon every month and try and track our results. Rube has been building new brooms for the sweeper too.

We started to remove some of the dead trees at the cemetery, but with all the rain we had received we had to quit until the ground firmed up. We didn't want to make deep ruts out there. The guys burned the tree pile at the rubble site. I generally have had Mueller Pallets come in and grind up our trees in order to get another use out of them. I had been trying to get them down here for a year now and we decided to get rid of the pile by burning it. We had to keep stirring the pile to keep it burning or it may have smoldered for a long time.

We have sanded a couple of times earlier this month and I as write this the guys are hauling the snow from this past weekend.

Happy New Year!

DECEMBER 2014 FINANCE OFFICE DEPARTMENT HEAD REPORT

Payroll and accounts payable were done on December 2nd, 8th, 22nd and 23rd.

Prepared Council Meeting agendas, minutes and packets.

Figured sales tax for general, electric and garbage funds.

Weekly deposits were made to both Liberty National Bank and First Dakota National Bank.

Prepared and sent notices to the Leader-Courier.

Prepared Council Meeting agendas, minutes and packets.

Monthly bank statements were done for the accounts at First Dakota National Bank, South Dakota FIT and Liberty National.

The majority of this month has been spent on year end entries, ordinances, resolutions and transfers.

I attended the annual Election Workshop on December 12th in Sioux Falls.

Total November 2014 Expenditures: $242,014.50

Total November 2014 Revenue: $523,484.83

First Dakota National Bank Checking Account Beginning Balance for November 2014: $708,928.95

First Dakota National Bank Checking Account Ending Balance for November 2014: $919,653.71

UDAG/Trust & Agency Account Ending Balance as of November 2014 – $135,622.72

SD FIT Account Ending Balance as of November 2014 - $562,081.93

Liberty National Bank CD - $542,474.34

City Of Elk Point

January 2015

HAPPY NEW YEAR!!

Christmas tree pickup will be Friday, January 9th. Place your tree curbside and the City will collect and dispose..

The Rubble Site will be open Jan. 3, 9am to 5pm.

REMINDER:
2015 dog licenses are available at City Hall. Dog licenses must be renewed annually.

Jan 30th is the first day to circulate nominating petitions for the April 7, 2015 Municipal Election.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 NEW YEARS DAY HOLIDAY Offices Closed	2	3 Landfill open 9am-5pm
4	5 Council Mtg @ 7pm **RECYCLING 5-7pm**	6	7 HRC mtg @ 9am	8 **RECYCLING 5-7pm**	9 Christmas Tree Pickup EDC Mtg. @ 7:30am	10
11	12 **RECYCLING 5-7pm**	13 SD Rural Water	14 Conference,	15 **RECYCLING 5-7pm** Pierre	16	17
18	19 Martin Luther King Day Offices Closed **RECYCLING 5-7pm**	20	21	22 **RECYCLING 5-7pm**	23	24
25	26 **RECYCLING 5-7pm**	27	28	29 Chamber Meeting @ noon **RECYCLING 5-7pm**	30 First day to circulate petitions for 2015 municipal election	31

Overtime Sheet - Police Department

Officer C. Trudeau 11/23/14-12/06/14

Date	Duties Performed	Hours
12/05/14	Covered Shift for Chief	4.00
	Total	4.00

Officer Signature Date 12-5-14

Approval of overtime---- Police ~~Chief~~ Sgt Signature Date 12/8/14