

Agenda
Regular Meeting
Elk Point City Council
Monday, August 4, 2014 @ 7:00pm
Elk Point City Hall

- (1) Call to Order and Roll Call
- (2) Approve Agenda
- (3) Approve Minutes
- (4) Approve Payment of Bills
- (5) Public Forum
 - Country Estates
 - i. Petition
- (6) Unfinished Business
 - Motion to hire a part-time landfill attendant
 - Second reading to Ordinance No. 368 with the revision in Section 1. Ordinance No. 368 is an ordinance granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Elk point, South Dakota, a natural gas system and to furnish and sell natural gas to the City and its inhabitants.
- (7) New Business
 - WOW Franchise Agreement – Clarity Representatives & First Reading to Ordinance No. 370, cable franchise renewal
 - 2015 Budget Hearings
 - i. Schedule a special meeting for September
 - Jacob Limoges 6-month step increase
 - Reschedule the regular meeting for September
 - Resolution #2014-3, LWCF Grant Application
 - Motion to advertise for part-time librarian
 - Motion to advertise for on-call police officer
 - Motion to write off uncollectable accounts
 - Insurance Renewal
- (8) Executive Session to discuss personnel per SDCL #1-25-2.1
- (9) Department Head Reports
 - City Administrator
 - Finance Officer
 - Public Works Director
 - Police Chief
- (2) Information Items
 - August 2014 Calendar
 - Overtime Reports
 - SDML Municipal Officials Handbook updates

Agenda
Regular Meeting
Elk Point City Council
Monday, August 4, 2014 @ 7:00pm
Elk Point City Hall

- (1) Call to Order and Roll Call
- (2) Approve Agenda
- (3) Approve Minutes
- (4) Approve Payment of Bills
- (5) Public Forum
 - Country Estates
 - i. Petition

Letter sent to Mr. Pitz outlining the City's discussion points to remedy the nuisance. A petition will be presented at the meeting regarding concerns with his business status.

- (6) Unfinished Business
 - Motion to hire a part-time landfill attendant

Craig Limoges is recommended to be the part-time landfill & recycling attendant. Requires a motion to approve the hire.

- Second reading to Ordinance No. 368 with the revision in Section 1. Ordinance No. 368 is an ordinance granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Elk point, South Dakota, a natural gas system and to furnish and sell natural gas to the City and its inhabitants.

City Attorney Thompson revised the wording and the revisions were sent to Mark Reinder, franchise manager for MidAmerican Energy. Mr. Reinders agrees to striking out the language with the additional consideration of removing the reference to year "5". The franchise agreement if approved with revisions or not, requires a motion.

(7) New Business

- WOW Franchise Agreement – Clarity Representatives & First Reading to Ordinance No. 370, cable franchise renewal
-

Clarity representatives will be present to introduce themselves and briefly talk about their asset acquisition with WOW.

- 2015 Budget Hearings
 - i. Schedule a special meeting for September
 - ii. .

The budget committee in their initial meeting reviewed the Capital Improvement Plan and projects impacting the 2015 budget.

- Jacob Limoges 6-month step increase

At the Feb. 3, 2014 the Council gave Officer Limoges a promotion to Police Sergeant. He was given a \$.50/hour merit increase. He was on six month probation and after this time the position will be re evaluated to determine the performance and the City's need for the position. The City policy manual was updated with the police sergeant position. Chief Fleek gave Sgt. Limoges his performance evaluation. Police Chief Fleek and City Administrator Nelsen recommend Limoges continue serving as a police sergeant and the \$50./hr pay increase

- Reschedule the regular meeting for September

First Monday, September 1 is Labor Day.

- Resolution #2014-3, LWCF Grant Application

This is a grant that would provides financial assistance for playground equipment in the city park. The grant application requires an approved Resolution from the City Council.

- Motion to advertise for part-time librarian

Angela Ambrose resigned her position. It requires a motion to approve for a part-time librarian vacancy to replace Angela.

- Motion to advertise for on-call police officer

On-call officer Jonathan Feller resigned. This leaves an on-call police officer opening. It takes a motion to advertise for the position.

- Motion to write off uncollectable accounts

1. Mowing assessment-\$2,740.97
 2. Promissory Note Closure- \$560.75
- Insurance Coverage

The City's insurance coverage with EMC Insurance is due for renewal. We received also received a quote from McKinneyOlson Insurance, Sioux Falls. Daschle Larsen is their representative. Requires a motion for insurance coverage determination..

(8) Executive Session to discuss personnel per SDCL #1-25-2.1

(9) Department Head Reports

- City Administrator
- Finance Officer
- Public Works Director

- Police Chief
- (2) Information Items
- August 2014 Calendar
 - a. Overtime Reports
 - b. SDML Municipal Officials Handbook Updates

UNAPPROVED MINUTES OF THE REGULAR MEETING OF THE ELK POINT CITY COUNCIL

The Elk Point City Council met in regular session on Monday, July 7, 2014 at 7:00pm in the council chamber of City Hall located at 106 W. Pleasant Street with Mayor Trobaugh presiding and these members present: Honomichl, McCreary, Verros, Leitru, Zevenbergen and Buum. No one was absent. Also present were: City Attorney Thompson, City Engineer Representative Michael Nebelsick, City Administrator Nelsen, Police Chief Fleek, Public Works Director Buum and Finance Officer Hammitt.

Motion made by McCreary, seconded by Zevenbergen to approve the agenda. All in favor.

Honomichl moved and Buum seconded a motion to approve the minutes from the June 2, 2014 council meeting. Unanimous.

Motion and second, Zevenbergen/Honomichl to approve the following salaries and bills and to instruct the Finance Officer for payment of the same. All in favor. Salaries: General Fund: \$51,798.97; Enterprise Fund: \$26,219.41; Trust & Agency: \$1,440.00; Fringe Benefits: General Fund: \$10,930.03; Enterprise Fund: \$6,128.06; Trust & Agency: \$110.16; Bills: 3D Specialties, Inc.-supplies: \$817.88; Analytical & Consulting-maintenance: \$126.75; Aquafix-repairs: \$350.00; Barkley Asphalt Inc.-street repairs: \$2,322.07; Bierschbach Equipment-rentals: \$557.00; Bomgaars-uniforms: \$231.92; Border States Electric Supply-supplies: \$4,277.33; Brock White Company-street repairs: \$4,896.36; California Contractors Supplies-supplies: \$119.60; Campbell Supply-repairs: \$128.06; Cardmember Services-supplies: \$1,540.61; Chesterman Co.-pool concessions: \$144.00; City of Vermillion-tipping fees: \$4,628.00; Country Estates Truck Repair-repairs: \$200.00; Craig K. Thompson, Atty.-professional services: \$1,325.02; Crop Production Services, Inc.-repairs: \$208.90; Dakota Riggers & Tool Supplies, Inc.-supplies: \$385.71; Dakota Supply Group-supplies: \$220.00; D-P Tools, Inc.-repairs: \$313.70; Elk Point Chamber-dues: \$123.00; Farmers Elevator Coop.-pest control: \$240.00; Federal Express Corporation-office expense: \$15.11; Ferdig's Body Shop, Inc.-professional services: \$50.00; First National Bank-principal & interest: \$52,155.06; Fleet US, LLC-supplies: \$54.00; Gall's-uniforms: \$32.93; Geary, Andrea-travel reimbursement: \$12.00; Hammitt, Erika-travel reimbursement: \$75.00; Hanson, Mark-uniforms: \$108.36; Hawkins, Inc.-supplies: \$5,750.89; Hopkins Cable, LP-conversion: \$33,198.00; Humanear, Inc.-domain & web service renewal: \$335.00; Ingram Library Services-library books: \$182.47; Jones' Food Center-supplies: \$1,003.17; K&P Services, Inc.-tipping fees: \$1,516.02; Koupal, Julie-reimbursement for supplies: \$142.48; Leader-Courier-publishing: \$291.96; MaGuire Iron, Inc.-maintenance: \$1,596.50; McLaury Engineering, Inc.-professional services: \$1,383.75; Menards-repairs: \$41.52; MidAmerican Energy-utilities: \$110.57; Midwest Mini Melts-pool concessions: \$262.50; Midwest Ready Mix-supplies: \$162.00; Midwest Turf & Irrigation-repairs: \$153.69; Nygren's True Value-supplies: \$808.45; O'Reilly Auto Parts-auto expense: \$38.84; Pedersen Machine, Inc.-repairs: \$610.93; Perkins Office Solutions-office expense: \$86.11; Peterbilt of Sioux City-supplies: \$435.77; Queen City Wholesale, Inc.-pool concessions: \$338.40; RDA-principal & interest: \$2,267.55; Road Machinery & Supplies, Co.-repairs: \$422.60; Roan, Gary-professional services: \$1,130.00; Sanford Health Plan-insurance: \$10,747.52; Sanitation Products-inventory for resale: \$1,638.00; SD DENR-drinking water

dues: \$600.00; Sheehan Mack Sales & Equipment-repairs: \$474.29; South Dakota One Call-locate tickets: \$86.10; Southeast Farmers Elevator Coop.-auto expense: \$4,181.16; Southeast SD Tourism Assoc.-membership dues: \$231.50; Standard Battery, Inc.-supplies: \$13.92; Sturdevant's Auto Parts-repairs: \$1,484.04; Sundheim Well Repair-repairs: \$1,601.80; Team Laboratory Chemical Corp.-street repairs: \$529.00; Tudog's Computing, LTD-professional services: \$390.00; Union County Electric Coop.-utilities: \$2,164.55; US Bank Equipment Finance-copier lease: \$162.47; USA Blue Book-supplies: \$290.92; Utility Equipment Co.-supplies: \$5,068.34; Van Diest Supply Company-supplies: \$790.00; VanRoekel, Troy-utilities: \$20.00; Verizon Wireless-utilities: \$265.82; Welch, Jason-utilities: \$20.00; WOW-utilities: \$43.57; Zimco Supply Company-fertilizer & pest control: \$406.00

Motion made by Zevenbergen, seconded by Honomichl to deny payment to the Union County Sheriff's Office for invoice 14-00829 in the total amount of \$1,200.87 for dispatch services. Unanimous.

Dennis Pitz attended the meeting to discuss his property located at 110 W. Rose Street. Mr. Pitz received a letter from the City regarding the violation of Ordinance. No. 347, Section I of Chapter 3.01, Nuisances. City Attorney Thompson informed the council of the two options regarding a remedy. The City could proceed formally and file for an abatement of the nuisance or work with Mr. Pitz and remedy the nuisance for the time being. Discussion was held.

First Reading was given to Ordinance No. 368 with the revision in Section 1. Ordinance No. 368 is an ordinance granting to MidAmerican Energy Company, its successors and assigns, the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Elk point, South Dakota, a natural gas system and to furnish and sell natural gas to the City and its inhabitants.

Leitru moved and Zevenbergen seconded a motion to approve Chief Fleek's recommendation to give Police Officer Kyle Frye a step increase (\$.39/hour) for successfully completing his 6 month probation period. All in favor.

Motion and second, McCreary/Leitru to reclassify Victoria Johnson from Entry Level Lifeguard to Entry Level WSI Certified Lifeguard (\$8.25) effective May 29, 2014. Unanimous.

Motion made by Zevenbergen, seconded by Verros to approve a burn permit for Recreation and Development Association. All in favor.

Zevenbergen moved and Verros to approve a burn permit for Tony Mau. Unanimous.

Motion and second, Verros/Zevenbergen to extend the current franchise agreement with WOW for an additional 60-days to allow time to draft and process the new franchise agreement through the council review process. The current franchise agreement is up for renewal on September 1, 2014. All in favor.

Motion made by Verros, seconded by McCreary to write off accounts #00000542-02-5 for \$427.04 and #00001987-03-2 for \$157.85 as uncollectable utility accounts due to bankruptcy. Unanimous.

No applications were received for the part-time landfill attendant position. The position will be opened up until the next regular council meeting.

Verros moved and Leitru seconded a motion to appoint Honomichl as the delegate and McCreary as the alternate delegate as Chairman for the East River annual meeting. All in favor.

Motion and second, Verros/Leitru to appoint McCreary as the alternate authorized representative to the Basin Electric Cooperative annual meeting. Unanimous.

Motion made by Honomichl, seconded by Zevenbergen to go into executive session to discuss personnel per SDCL #1-25-2.1 and communications with legal counsel SDCL #1-25-2.3 at 7:53pm. All in favor.

Mayor Trobaugh declared the council out of executive session at 8:19pm.

Honomichl moved and Verros seconded a motion to increase City Attorney Thompson's fees from \$115.00/hour to \$130.00/hour effective immediately. Unanimous.

Motion to adjourn, Zevenbergen/Verros. All in favor.

Attest: Erika Hammitt
Finance Officer

Isabel Trobaugh
Mayor

Publish: July 16, 2014

**City of Elk Point
Expenditure Guideline LS-EP**

Account Descr	JULY 2013		2014 YTD Budget		JULY 2014 Amt		JUNE 2014 Amt		YTD Amt		Balance		% of Budget	
	2013 Amt	YTD Amt	2014 YTD Budget	2014 Amt	2014 Amt	2014 Amt	2014 Amt	2014 Amt	YTD Amt	YTD Amt	Balance	Balance	% of Budget	% of Budget
E 101-42100-41100 SALARIES AND	\$14,415.71	\$104,870.56	\$175,100.00	\$14,532.04	\$15,423.55	\$102,190.94	\$72,909.06	\$72,909.06	\$102,190.94	\$72,909.06	\$72,909.06	58.36%	58.36%	
E 101-42100-41103 OVERTIME WAG	\$497.38	\$1,136.83	\$3,000.00	\$195.12	\$648.64	\$2,727.35	\$272.65	\$272.65	\$2,727.35	\$272.65	\$272.65	90.91%	90.91%	
E 101-42100-41106 LONGEVITY PAY	\$0.00	\$500.00	\$600.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	100.00%	100.00%	
E 101-42100-41200 OASI	\$1,059.26	\$7,904.03	\$13,700.00	\$1,004.88	\$1,107.78	\$7,540.04	\$6,159.96	\$6,159.96	\$7,540.04	\$6,159.96	\$6,159.96	55.04%	55.04%	
E 101-42100-41300 RETIREMENT	\$1,112.50	\$7,878.77	\$13,400.00	\$1,053.52	\$1,112.36	\$8,003.36	\$5,396.64	\$5,396.64	\$8,003.36	\$5,396.64	\$5,396.64	59.73%	59.73%	
E 101-42100-42100 INSURANCE	\$2,030.76	\$15,230.70	\$26,400.00	\$2,076.92	\$2,076.92	\$15,761.53	\$10,638.47	\$10,638.47	\$15,761.53	\$10,638.47	\$10,638.47	59.70%	59.70%	
E 101-42100-42150 INS-LIAB/PROP/	\$0.00	\$4,762.92	\$9,100.00	\$0.00	\$0.00	\$5,397.72	\$3,702.28	\$3,702.28	\$5,397.72	\$3,702.28	\$3,702.28	59.32%	59.32%	
E 101-42100-42200 PROFESSIONAL	\$508.48	\$2,935.30	\$11,000.00	\$1,217.79	\$697.02	\$5,537.76	\$5,462.24	\$5,462.24	\$5,537.76	\$5,462.24	\$5,462.24	50.34%	50.34%	
E 101-42100-42300 PUBLISHING	\$0.00	\$179.09	\$1,000.00	\$19.23	\$65.93	\$215.02	\$784.98	\$784.98	\$215.02	\$784.98	\$784.98	21.50%	21.50%	
E 101-42100-42320 DUES	\$0.00	\$457.75	\$1,500.00	\$0.00	\$0.00	\$237.75	\$1,262.25	\$1,262.25	\$237.75	\$1,262.25	\$1,262.25	15.85%	15.85%	
E 101-42100-42500 REPAIRS AND M	\$0.00	\$1,898.36	\$3,000.00	\$69.22	\$151.00	\$1,858.64	\$1,141.36	\$1,141.36	\$1,858.64	\$1,141.36	\$1,141.36	61.95%	61.95%	
E 101-42100-42550 OFFICE EXPENS	\$27.41	\$840.85	\$2,500.00	\$23.51	\$83.44	\$1,000.74	\$1,499.26	\$1,499.26	\$1,000.74	\$1,499.26	\$1,499.26	40.03%	40.03%	
E 101-42100-42600 SUPPLIES AND	-\$1,764.16	\$1,590.51	\$4,500.00	\$0.00	\$2.45	\$294.21	\$4,205.79	\$4,205.79	\$294.21	\$4,205.79	\$4,205.79	6.54%	6.54%	
E 101-42100-42610 UNIFORMS	\$74.90	\$2,777.12	\$2,500.00	\$32.93	\$158.45	\$431.23	\$2,068.77	\$2,068.77	\$431.23	\$2,068.77	\$2,068.77	17.25%	17.25%	
E 101-42100-42620 AUTO EXPENSES	\$2,875.37	\$9,386.85	\$15,000.00	\$821.61	\$1,713.73	\$6,421.85	\$8,578.15	\$8,578.15	\$6,421.85	\$8,578.15	\$8,578.15	42.81%	42.81%	
E 101-42100-42630 POLICE RADIO	\$0.00	\$0.00	\$2,500.00	\$0.00	\$139.55	\$139.55	\$2,360.45	\$2,360.45	\$139.55	\$2,360.45	\$2,360.45	5.58%	5.58%	
E 101-42100-42700 TRAVEL AND CO	\$0.00	\$547.51	\$1,000.00	\$0.00	\$0.00	\$22.00	\$978.00	\$978.00	\$22.00	\$978.00	\$978.00	2.20%	2.20%	
E 101-42100-42750 TRAINING	\$389.50	\$779.50	\$1,000.00	\$0.00	\$0.00	\$243.53	\$756.47	\$756.47	\$243.53	\$756.47	\$756.47	24.35%	24.35%	
E 101-42100-42800 UTILITIES	\$210.38	\$1,437.46	\$3,450.00	\$205.86	\$210.19	\$1,428.09	\$2,021.91	\$2,021.91	\$1,428.09	\$2,021.91	\$2,021.91	41.39%	41.39%	
E 101-42100-42900 OTHER OTHER C	\$500.00	\$1,955.63	\$2,000.00	\$0.00	\$130.00	\$247.00	\$1,753.00	\$1,753.00	\$247.00	\$1,753.00	\$1,753.00	12.35%	12.35%	
E 101-42100-43400 MACHINERY AN	\$164.98	\$24,240.17	\$0.00	\$23.21	\$23.21	\$441.48	-\$441.48	-\$441.48	\$441.48	-\$441.48	-\$441.48	0.00%	0.00%	
E 101-42100-43410 COMPUTER SOF	\$0.00	\$1,370.00	\$500.00	\$0.00	\$0.00	\$122.97	\$377.03	\$377.03	\$122.97	\$377.03	\$377.03	24.59%	24.59%	
E 101-42100-43440 SUBSCRIPTIONS	\$0.00	\$25.00	\$100.00	\$0.00	\$0.00	\$183.50	-\$83.50	-\$83.50	\$183.50	-\$83.50	-\$83.50	183.50%	183.50%	
DEPT 42100 POLICE	\$22,102.47	\$192,704.91	\$292,850.00	\$21,275.84	\$23,744.22	\$161,046.26	\$131,803.74	\$131,803.74	\$161,046.26	\$131,803.74	\$131,803.74			
DEPT 42900 OTHER PROTECTION-SELF DEFENSE														
E 101-42900-42600 SUPPLIES AND	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	\$500.00	\$500.00	0.00%	0.00%	
E 101-42900-42800 UTILITIES	\$349.67	\$2,566.34	\$4,700.00	\$307.78	\$268.36	\$2,663.17	\$2,036.83	\$2,036.83	\$2,663.17	\$2,036.83	\$2,036.83	56.66%	56.66%	
E 101-42900-43400 MACHINERY AN	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00	\$2,000.00	0.00%	0.00%	
DEPT 42900 OTHER PROTECTIO	\$349.67	\$2,566.34	\$7,200.00	\$307.78	\$268.36	\$2,663.17	\$4,536.83	\$4,536.83	\$2,663.17	\$4,536.83	\$4,536.83			
DEPT 43100 HIGHWAYS AND STREETS														
E 101-43100-41100 SALARIES AND	\$8,608.84	\$60,432.37	\$108,300.00	\$8,312.88	\$9,706.62	\$61,118.22	\$47,181.78	\$47,181.78	\$61,118.22	\$47,181.78	\$47,181.78	56.43%	56.43%	
E 101-43100-41102 SNOW REMOVAL	\$0.00	\$501.92	\$10,000.00	\$0.00	\$0.00	\$300.22	\$9,699.78	\$9,699.78	\$300.22	\$9,699.78	\$9,699.78	3.00%	3.00%	
E 101-43100-41103 OVERTIME WAG	\$12.86	\$257.43	\$2,200.00	\$0.00	\$0.00	\$0.00	\$2,200.00	\$2,200.00	\$0.00	\$2,200.00	\$2,200.00	0.00%	0.00%	
E 101-43100-41106 LONGEVITY PAY	\$0.00	\$575.00	\$1,010.00	\$0.00	\$0.00	\$660.00	\$350.00	\$350.00	\$660.00	\$350.00	\$350.00	65.35%	65.35%	
E 101-43100-41200 OASI	\$637.84	\$4,759.89	\$8,625.00	\$656.78	\$713.81	\$4,814.83	\$3,810.17	\$3,810.17	\$4,814.83	\$3,810.17	\$3,810.17	55.82%	55.82%	
E 101-43100-41300 RETIREMENT	\$483.57	\$3,780.15	\$6,600.00	\$493.02	\$546.84	\$3,845.98	\$2,754.02	\$2,754.02	\$3,845.98	\$2,754.02	\$2,754.02	58.27%	58.27%	
E 101-43100-42100 INSURANCE	\$1,158.05	\$8,984.55	\$15,350.00	\$1,172.13	\$1,200.02	\$8,978.46	\$6,371.54	\$6,371.54	\$8,978.46	\$6,371.54	\$6,371.54	58.49%	58.49%	
E 101-43100-42150 INS-LIAB/PROP/	\$0.00	\$8,599.19	\$17,275.00	\$0.00	\$0.00	\$10,469.63	\$6,805.37	\$6,805.37	\$10,469.63	\$6,805.37	\$6,805.37	60.61%	60.61%	
E 101-43100-42200 PROFESSIONAL	\$148.22	\$4,197.53	\$5,000.00	\$33.78	\$46.72	\$885.33	\$4,114.67	\$4,114.67	\$885.33	\$4,114.67	\$4,114.67	17.71%	17.71%	
E 101-43100-42300 PUBLISHING	\$18.19	\$209.28	\$500.00	\$19.19	\$15.75	\$130.36	\$369.64	\$369.64	\$130.36	\$369.64	\$369.64	26.07%	26.07%	

**City of Elk Point
Expenditure Guideline LS-EP**

Account Descr	JULY 2013		2014 YTD Budget		JULY 2014		JUNE 2014		Balance	% of Budget
	2013 Amt	YTD Amt	Budget		2014 Amt	YTD Amt	Amt			
E 101-44130-42100 INSURANCE	\$17.31	\$17.31	\$100.00	\$40.17	\$0.00	\$40.17	\$0.00	\$59.83	40.17%	
E 101-44130-42500 REPAIRS AND M	\$0.00	\$0.00	\$250.00	\$176.67	\$0.00	\$176.67	\$0.00	\$73.33	70.67%	
E 101-44130-42600 SUPPLIES AND	\$0.00	\$0.00	\$500.00	-\$308.00	\$0.00	-\$308.00	\$0.00	\$808.00	-61.60%	
E 101-44130-42900 OTHER OTHER C	\$0.00	\$50.00	\$100.00	\$1.19	\$0.00	\$1.19	\$0.00	\$98.81	1.19%	
DEPT 44130 WEST NILE	\$94.00	\$144.00	\$1,750.00	\$105.40	\$0.00	\$105.40	\$0.00	\$1,644.60		
DEPT 44400 HUMANE SOCIETY										
E 101-44400-42900 OTHER OTHER C	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%	
E 101-44400-43430 ANIMALS	\$0.00	\$100.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%	
DEPT 44400 HUMANE SOCIETY	\$0.00	\$100.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00		
DEPT 45100 RECREATION										
E 101-45100-41100 SALARIES AND	\$9,487.62	\$18,013.80	\$29,500.00	\$9,141.64	\$8,201.02	\$19,129.63	\$8,201.02	\$10,370.37	64.85%	
E 101-45100-41103 OVERTIME WAG	\$0.00	\$0.00	\$400.00	\$31.22	\$0.00	\$31.22	\$0.00	\$368.78	7.81%	
E 101-45100-41200 OASI	\$725.82	\$1,378.10	\$2,300.00	\$701.71	\$627.39	\$1,465.79	\$627.39	\$834.21	63.73%	
E 101-45100-42150 INS-LIAB/PROP/	\$0.00	\$1,183.99	\$2,300.00	\$0.00	\$0.00	\$1,349.43	\$0.00	\$950.57	58.67%	
E 101-45100-42200 PROFESSIONAL	\$0.00	\$277.00	\$750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	0.00%	
E 101-45100-42300 PUBLISHING	\$0.00	\$112.00	\$200.00	\$0.00	\$0.00	\$38.50	\$0.00	\$161.50	19.25%	
E 101-45100-42500 REPAIRS AND M	\$380.20	\$1,186.30	\$6,000.00	\$285.39	\$791.36	\$1,318.75	\$791.36	\$4,681.25	21.98%	
E 101-45100-42600 SUPPLIES AND	\$6,218.51	\$8,183.20	\$14,000.00	\$4,585.23	\$1,677.60	\$6,655.73	\$1,677.60	\$7,344.27	47.54%	
E 101-45100-42629 OTHER MATERIA	\$1,701.89	\$2,889.46	\$6,000.00	\$1,564.37	\$1,949.23	\$3,513.60	\$1,949.23	\$2,486.40	58.56%	
E 101-45100-42700 TRAVEL AND CO	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%	
E 101-45100-42750 TRAINING	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600.00	0.00%	
E 101-45100-42800 UTILITIES	\$4,119.52	\$7,118.34	\$11,200.00	\$3,554.52	\$4,245.89	\$7,978.27	\$4,245.89	\$3,221.73	71.23%	
E 101-45100-42900 OTHER OTHER C	\$0.00	\$96.00	\$500.00	\$0.00	\$0.00	\$75.00	\$0.00	\$425.00	15.00%	
E 101-45100-43300 IMPROVE OTHE	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%	
E 101-45100-43400 MACHINERY AN	\$448.98	\$2,548.98	\$4,500.00	\$490.22	\$0.00	\$3,380.21	\$0.00	\$1,119.79	75.12%	
DEPT 45100 RECREATION	\$23,082.54	\$42,987.17	\$78,850.00	\$20,354.30	\$17,492.49	\$44,936.13	\$17,492.49	\$33,913.87		
DEPT 45140 SENIOR CITIZENS ACTIVITIES										
E 101-45140-43500 DONATIONS	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%	
DEPT 45140 SENIOR CITIZENS A	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00		
DEPT 45200 PARKS										
E 101-45200-41100 SALARIES AND	\$1,336.58	\$4,687.95	\$9,700.00	\$1,489.45	\$1,412.28	\$5,080.41	\$1,412.28	\$4,619.59	52.38%	
E 101-45200-41103 OVERTIME WAG	\$0.00	\$1.63	\$200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%	
E 101-45200-41106 LONGEVITY PAY	\$0.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	0.00%	
E 101-45200-41200 OASI	\$102.37	\$369.62	\$800.00	\$113.67	\$107.76	\$401.98	\$107.76	\$398.02	50.25%	
E 101-45200-41300 RETIREMENT	\$14.14	\$105.90	\$200.00	\$14.42	\$14.42	\$108.15	\$14.42	\$91.85	54.08%	
E 101-45200-42100 INSURANCE	\$20.78	\$155.85	\$275.00	\$20.76	\$20.76	\$155.70	\$20.76	\$119.30	56.62%	
E 101-45200-42150 INS-LIAB/PROP/	\$0.00	\$1,973.31	\$3,800.00	\$0.00	\$0.00	\$2,294.05	\$0.00	\$1,505.95	60.37%	
E 101-45200-42200 PROFESSIONAL	\$90.00	\$90.00	\$100.00	\$130.00	\$0.00	\$130.00	\$0.00	-\$30.00	130.00%	
E 101-45200-42300 PUBLISHING	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$12.46	\$0.00	\$87.54	12.46%	

City of Elk Point
Expenditure Guideline LS-EP

Account Descr	JULY 2013 Amt	2013 YTD Amt	2014 YTD Budget	JULY 2014 Amt	JUNE 2014 Amt	2014 YTD Amt	Balance	% of Budget
E 101-45200-42400 RENTALS	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 101-45200-42500 REPAIRS AND M	\$768.92	\$3,395.55	\$8,000.00	\$750.07	\$1,392.02	\$3,380.28	\$4,619.72	42.25%
E 101-45200-42600 SUPPLIES AND	\$395.74	\$4,625.82	\$6,000.00	\$844.00	\$224.97	\$3,182.16	\$2,817.84	53.04%
E 101-45200-42605 FERTILIZER & P	\$208.00	\$238.43	\$1,000.00	\$492.10	\$0.00	\$492.10	\$507.90	49.21%
E 101-45200-42620 AUTO EXPENSES	\$466.97	\$713.13	\$1,600.00	\$318.66	\$217.39	\$561.48	\$1,038.52	35.09%
E 101-45200-42800 UTILITIES	\$1,590.26	\$2,837.22	\$10,400.00	\$1,158.88	\$1,483.13	\$3,408.26	\$6,991.74	32.77%
E 101-45200-42900 OTHER OTHER C	\$226.50	\$226.50	\$1,000.00	\$231.50	\$0.00	\$231.50	\$768.50	23.15%
E 101-45200-43300 IMPROVE OTHE	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
E 101-45200-43400 MACHINERY AN	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
E 101-45200-43500 DONATIONS	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00	\$1,000.00	-\$626.97	225.39%
DEPT 45200 PARKS	\$6,220.26	\$20,420.91	\$46,200.00	\$5,563.51	\$5,872.73	\$21,565.50	\$0.00	100.00%
DEPT 45500 LIBRARIES								
E 101-45500-41100 SALARIES AND	\$1,095.80	\$10,231.95	\$22,000.00	\$1,233.85	\$1,267.41	\$10,655.80	\$11,344.20	48.44%
E 101-45500-41200 OASI	\$83.84	\$799.05	\$1,700.00	\$94.38	\$96.96	\$828.36	\$871.64	48.73%
E 101-45500-42150 INS-LIAB/PROP/	\$0.00	\$394.67	\$775.00	\$0.00	\$0.00	\$449.81	\$325.19	58.04%
E 101-45500-42300 PUBLISHING	\$0.00	\$0.00	\$100.00	\$0.00	\$35.00	\$35.00	\$65.00	35.00%
E 101-45500-42500 REPAIRS AND M	\$0.00	\$0.00	\$0.00	\$18.63	\$0.00	\$18.63	-\$18.63	0.00%
E 101-45500-42600 SUPPLIES AND	\$0.00	\$212.38	\$1,000.00	\$0.00	\$74.04	\$99.33	\$900.67	9.93%
E 101-45500-42700 TRAVEL AND CO	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$17.00	\$83.00	17.00%
E 101-45500-42900 OTHER OTHER C	\$0.00	\$132.73	\$500.00	\$0.00	\$16.14	\$16.14	\$483.86	3.23%
E 101-45500-43400 MACHINERY AN	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
E 101-45500-43410 COMPUTER SOF	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
E 101-45500-43420 BOOKS	\$96.84	\$2,644.62	\$5,000.00	\$197.43	\$485.96	\$2,990.78	\$2,009.22	59.82%
E 101-45500-43440 SUBSCRIPTIONS	\$0.00	\$97.59	\$1,000.00	\$0.00	\$0.00	\$232.18	\$767.82	23.22%
DEPT 45500 LIBRARIES	\$1,276.48	\$14,512.99	\$32,775.00	\$1,544.29	\$1,975.51	\$15,343.03	\$17,431.97	
DEPT 45800 MUSEUM								
E 101-45800-42800 UTILITIES	\$71.41	\$995.48	\$1,750.00	\$0.00	\$0.00	\$799.73	\$950.27	45.70%
DEPT 45800 MUSEUM	\$71.41	\$995.48	\$1,750.00	\$0.00	\$0.00	\$799.73	\$950.27	
DEPT 46500 ECONOMIC DEVELOP AND ASSISTANC								
E 101-46500-42900 OTHER OTHER C	\$247.67	\$2,232.55	\$3,000.00	\$0.00	\$987.98	\$1,099.41	\$1,900.59	36.65%
E 101-46500-43500 DONATIONS	\$0.00	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	\$0.00	100.00%
DEPT 46500 ECONOMIC DEVELO	\$247.67	\$12,232.55	\$13,000.00	\$0.00	\$987.98	\$11,099.41	\$1,900.59	
DEPT 46520 PLANNING AND ZONING								
E 101-46520-41100 SALARIES AND	\$0.00	\$340.00	\$1,000.00	\$0.00	\$0.00	\$620.00	\$380.00	62.00%
E 101-46520-41200 OASI	\$0.00	\$26.01	\$75.00	\$0.00	\$0.00	\$47.43	\$27.57	63.24%
E 101-46520-42100 INSURANCE	\$375.00	\$750.00	\$1,500.00	\$420.00	\$0.00	\$840.00	\$660.00	56.00%
E 101-46520-42200 PROFESSIONAL	\$2,953.48	\$9,775.67	\$3,500.00	\$743.78	\$46.72	\$1,430.16	\$2,069.84	40.86%
E 101-46520-42300 PUBLISHING	\$15.71	\$134.88	\$500.00	\$7.59	\$0.00	\$107.02	\$392.98	21.40%
E 101-46520-42320 DUES	\$0.00	\$50.00	\$50.00	\$0.00	\$0.00	\$50.00	\$0.00	100.00%

City of Elk Point
Expenditure Guideline LS-EP

Account Descr	JULY 2013 Amt	2013 YTD Amt	2014 YTD Budget	JULY 2014 Amt	JUNE 2014 Amt	2014 YTD Amt	Balance	% of Budget
E 101-46520-42600 SUPPLIES AND	\$0.00	\$24.82	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	0.00%
E 101-46520-42700 TRAVEL AND CO	\$0.00	\$91.95	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
E 101-46520-42900 OTHER OTHER C	\$45.96	\$45.96	\$200.00	\$208.00	\$692.45	\$900.45	-\$700.45	450.23%
DEPT 46520 PLANNING AND ZON	\$3,390.15	\$11,239.29	\$7,325.00	\$1,379.37	\$739.17	\$3,995.06	\$3,329.94	
DEPT 46610 STORAGE BUILDING								
E 101-46610-42150 INS-LIAB/PROP/	\$0.00	\$1,183.99	\$2,300.00	\$0.00	\$0.00	\$1,349.43	\$950.57	58.67%
E 101-46610-42500 REPAIRS AND M	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 101-46610-42800 UTILITIES	\$120.66	\$1,232.56	\$2,400.00	\$127.08	\$141.10	\$1,138.72	\$1,261.28	47.45%
DEPT 46610 STORAGE BUILDING	\$120.66	\$2,416.55	\$5,700.00	\$127.08	\$141.10	\$2,488.15	\$3,211.85	
DEPT 47140 DEBT SERVICE								
E 101-47140-44103 PRINCIPAL	\$0.00	\$23,576.49	\$24,661.00	\$0.00	\$24,661.23	\$24,661.23	-\$0.23	100.00%
E 101-47140-44203 INTEREST	\$0.00	\$2,234.93	\$1,150.00	-\$15.72	\$1,112.92	\$1,097.20	\$52.80	95.41%
DEPT 47140 DEBT SERVICE	\$0.00	\$25,811.42	\$25,811.00	-\$15.72	\$25,774.15	\$25,758.43	\$52.57	
DEPT 51300 EQUIPMENT REPLACEMENT DEPT.								
E 101-51300-43400 MACHINERY AN	\$0.00	\$0.00	\$32,000.00	\$0.00	\$0.00	\$82,075.00	-\$50,075.00	256.48%
E 101-51300-44100 PRINCIPAL	\$0.00	\$0.00	\$13,261.00	\$0.00	\$0.00	\$0.00	\$13,261.00	0.00%
E 101-51300-44200 INTEREST	\$0.00	\$0.00	\$4,140.00	\$0.00	\$0.00	\$0.00	\$4,140.00	0.00%
DEPT 51300 EQUIPMENT REPLAC	\$0.00	\$0.00	\$49,401.00	\$0.00	\$0.00	\$82,075.00	-\$32,674.00	
FUND 101 GENERAL FUND	\$103,607.78	\$641,296.68	\$1,268,832.00	\$94,296.72	\$120,320.65	\$685,724.32	\$583,107.68	
FUND 200 SPECIAL REVENUE								
DEPT 46500 ECONOMIC DEVELOP AND ASSISTANC								
E 200-46500-42200 PROFESSIONAL	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 200-46500-44300 UDAG EXPENSE	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
DEPT 46500 ECONOMIC DEVELO	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
FUND 200 SPECIAL REVENUE	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	
FUND 211 LIQ, LODG, DINE SALES TAX FUND								
DEPT 46500 ECONOMIC DEVELOP AND ASSISTANC								
E 211-46500-42150 INS-LIAB/PROP/	\$0.00	\$0.00	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	0.00%
E 211-46500-42200 PROFESSIONAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$167.95	-\$167.95	0.00%
E 211-46500-44100 PRINCIPAL	\$0.00	\$0.00	\$28,000.00	\$1,035.97	\$1,072.24	\$7,946.26	\$20,053.74	28.38%
E 211-46500-44200 INTEREST	\$0.00	\$0.00	\$0.00	\$1,231.58	\$1,195.31	\$10,194.14	-\$10,194.14	0.00%
DEPT 46500 ECONOMIC DEVELO	\$0.00	\$0.00	\$30,000.00	\$2,267.55	\$2,267.55	\$18,308.35	\$11,691.65	
FUND 211 LIQ, LODG, DINE SALES T	\$0.00	\$0.00	\$30,000.00	\$2,267.55	\$2,267.55	\$18,308.35	\$11,691.65	
FUND 500 CAPITAL PROJECTS FUND								
DEPT 41900 OTHER GENERAL GOVERNMENT								
E 500-41900-42900 OTHER OTHER C	\$0.00	\$81.00	\$14,693.00	\$0.00	\$0.00	\$0.00	\$14,693.00	0.00%

**City of Elk Point
Expenditure Guideline LS-EP**

Account Descr	JULY		2013		2014 YTD		JULY		JUNE		Balance	% of Budget
	2013 Amt	YTD Amt	YTD Amt	Budget	2014 Amt	2014 Amt	2014 Amt	2014 Amt	2014 Amt	YTD Amt		
E 500-41900-43300 IMPROVE OTHE	\$0.00	\$30.00	\$185,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185,000.00	0.00%
DEPT 41900 OTHER GENERAL GO	\$0.00	\$111.00	\$199,693.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$199,693.00	
FUND 500 CAPITAL PROJECTS FUND	\$0.00	\$111.00	\$199,693.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$199,693.00	
FUND 602 WATER FUND												
DEPT 43300 WATER												
E 602-43300-41100 SALARIES AND	\$5,551.26	\$40,690.82	\$75,900.00	\$5,772.28	\$6,108.26	\$38,989.62	\$36,910.38	\$3,161.92	\$305.76	\$1,188.08	\$3,161.92	51.37%
E 602-43300-41103 OVERTIME WAG	\$234.13	\$1,759.29	\$4,350.00	\$265.11	\$305.76	\$1,188.08	\$3,161.92	\$110.00	\$0.00	\$690.00	\$110.00	27.31%
E 602-43300-41106 LONGEVITY PAY	\$0.00	\$630.00	\$800.00	\$0.00	\$0.00	\$690.00	\$110.00	\$0.00	\$0.00	\$0.00	\$110.00	86.25%
E 602-43300-41200 OASI	\$439.19	\$3,399.27	\$5,750.00	\$451.95	\$480.77	\$3,408.81	\$2,341.19	\$0.00	\$480.77	\$3,408.81	\$2,341.19	59.28%
E 602-43300-41300 RETIREMENT	\$350.93	\$2,714.62	\$4,500.00	\$363.67	\$386.29	\$2,742.62	\$1,757.38	\$0.00	\$386.29	\$2,742.62	\$1,757.38	60.95%
E 602-43300-42100 INSURANCE	\$713.08	\$5,348.11	\$9,300.00	\$713.10	\$713.11	\$5,348.29	\$3,951.71	\$0.00	\$713.11	\$5,348.29	\$3,951.71	57.51%
E 602-43300-42150 INS-LIAB/PROP/	\$0.00	\$4,341.27	\$8,300.00	\$0.00	\$0.00	\$4,947.91	\$3,352.09	\$0.00	\$0.00	\$4,947.91	\$3,352.09	59.61%
E 602-43300-42200 PROFESSIONAL	\$58.22	\$3,608.52	\$5,000.00	\$1,417.53	\$196.72	\$2,367.83	\$2,632.17	\$0.00	\$196.72	\$2,367.83	\$2,632.17	47.36%
E 602-43300-42300 PUBLISHING	\$28.40	\$333.08	\$750.00	\$19.19	\$163.84	\$313.86	\$436.14	\$0.00	\$163.84	\$313.86	\$436.14	41.85%
E 602-43300-42320 DUES	\$0.00	\$640.00	\$800.00	\$600.00	\$0.00	\$630.00	\$170.00	\$0.00	\$0.00	\$630.00	\$170.00	78.75%
E 602-43300-42400 RENTALS	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 602-43300-42500 REPAIRS AND M	\$32.61	\$7,029.12	\$13,000.00	\$4,122.96	\$294.40	\$29,194.52	\$16,194.52	\$0.00	\$294.40	\$29,194.52	\$16,194.52	224.57%
E 602-43300-42550 OFFICE EXPENS	\$27.07	\$764.38	\$2,500.00	\$108.90	\$90.31	\$1,349.38	\$1,150.62	\$0.00	\$90.31	\$1,349.38	\$1,150.62	53.98%
E 602-43300-42600 SUPPLIES AND	\$2,608.97	\$8,151.92	\$20,000.00	\$6,140.75	\$4,745.94	\$18,361.55	\$1,638.45	\$0.00	\$4,745.94	\$18,361.55	\$1,638.45	91.81%
E 602-43300-42610 UNIFORMS	\$0.00	\$144.38	\$450.00	\$0.00	\$224.97	\$224.97	\$225.03	\$0.00	\$224.97	\$224.97	\$225.03	49.99%
E 602-43300-42620 AUTO EXPENSES	\$443.31	\$1,735.15	\$3,600.00	\$206.08	\$319.44	\$1,474.25	\$2,125.75	\$0.00	\$319.44	\$1,474.25	\$2,125.75	40.95%
E 602-43300-42700 TRAVEL AND CO	\$0.00	\$39.50	\$1,000.00	\$0.00	\$0.00	\$492.11	\$507.89	\$0.00	\$0.00	\$492.11	\$507.89	49.21%
E 602-43300-42750 TRAINING	\$0.00	\$25.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 602-43300-42800 UTILITIES	\$3,445.77	\$15,159.81	\$40,000.00	\$3,225.65	\$3,080.67	\$22,586.37	\$17,413.63	\$0.00	\$3,080.67	\$22,586.37	\$17,413.63	56.47%
E 602-43300-42900 OTHER OTHER C	\$10.50	\$158.66	\$1,000.00	\$28.70	\$76.75	\$177.30	\$822.70	\$0.00	\$76.75	\$177.30	\$822.70	17.73%
E 602-43300-43300 IMPROVE OTHE	\$0.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	\$0.00	\$0.00	\$0.00	\$60,000.00	0.00%
E 602-43300-43400 MACHINERY AN	-\$20,000.00	\$3,566.46	\$1,000.00	\$23.21	\$23.21	\$634.43	\$365.57	\$0.00	\$23.21	\$634.43	\$365.57	63.44%
E 602-43300-43410 COMPUTER SOF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87.98	-\$87.98	\$0.00	\$0.00	\$87.98	-\$87.98	0.00%
E 602-43300-44100 PRINCIPAL	\$0.00	\$0.00	\$77,922.00	\$0.00	\$0.00	\$0.00	\$77,922.00	\$0.00	\$0.00	\$0.00	\$77,922.00	0.00%
E 602-43300-44200 INTEREST	\$11,654.16	\$35,417.79	\$44,444.00	\$11,032.96	\$0.00	\$33,569.17	\$10,874.83	\$0.00	\$0.00	\$33,569.17	\$10,874.83	75.53%
DEPT 43300 WATER	\$5,597.60	\$135,657.15	\$382,366.00	\$34,492.04	\$17,210.44	\$168,779.05	\$213,586.95	\$0.00	\$17,210.44	\$168,779.05	\$213,586.95	
FUND 602 WATER FUND	\$5,597.60	\$135,657.15	\$382,366.00	\$34,492.04	\$17,210.44	\$168,779.05	\$213,586.95	\$0.00	\$17,210.44	\$168,779.05	\$213,586.95	
FUND 604 SEWER FUND												
DEPT 43200 SANITATION												
E 604-43200-41100 SALARIES AND	\$4,188.70	\$30,773.17	\$57,500.00	\$4,369.40	\$4,613.08	\$29,739.44	\$27,760.56	\$0.00	\$4,613.08	\$29,739.44	\$27,760.56	51.72%
E 604-43200-41103 OVERTIME WAG	\$156.09	\$1,173.79	\$3,700.00	\$176.74	\$204.31	\$792.53	\$2,907.47	\$0.00	\$204.31	\$792.53	\$2,907.47	21.42%
E 604-43200-41106 LONGEVITY PAY	\$0.00	\$420.00	\$570.00	\$0.00	\$0.00	\$460.00	\$110.00	\$0.00	\$0.00	\$460.00	\$110.00	80.70%
E 604-43200-41200 OASI	\$330.67	\$2,560.60	\$4,350.00	\$341.07	\$361.83	\$2,572.32	\$1,777.68	\$0.00	\$361.83	\$2,572.32	\$1,777.68	59.13%

**City of Elk Point
Expenditure Guideline LS-EP**

Account Descr	JULY	2013	2014 YTD	JULY	JUNE	2014	Balance	% of
	2013 Amt	YTD Amt	Budget	2014 Amt	2014 Amt	YTD Amt		Budget
E 604-43200-41300 RETIREMENT	\$263.82	\$2,041.89	\$3,425.00	\$273.94	\$290.20	\$2,065.70	\$1,359.30	60.31%
E 604-43200-42100 INSURANCE	\$537.68	\$4,032.53	\$4,600.00	\$537.72	\$537.71	\$4,032.86	\$567.14	87.67%
E 604-43200-42150 INS-LIAB/PROP/	\$0.00	\$2,367.96	\$4,550.00	\$0.00	\$0.00	\$2,698.86	\$1,851.14	59.32%
E 604-43200-42200 PROFESSIONAL	\$583.22	\$9,066.43	\$5,000.00	\$33.78	\$334.72	\$3,660.05	\$1,339.95	73.20%
E 604-43200-42300 PUBLISHING	\$14.85	\$162.91	\$400.00	\$19.19	\$15.75	\$109.77	\$290.23	27.44%
E 604-43200-42320 DUES	\$0.00	\$40.00	\$1,600.00	\$0.00	\$0.00	\$30.00	\$1,570.00	1.88%
E 604-43200-42400 RENTALS	\$0.00	\$2,555.36	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 604-43200-42500 REPAIRS AND M	\$1,118.56	\$18,778.62	\$30,000.00	\$1,011.66	\$4,162.51	\$19,670.99	\$10,329.01	65.57%
E 604-43200-42550 OFFICE EXPENS	\$27.07	\$1,000.41	\$2,000.00	\$87.69	\$26.39	\$631.95	\$1,368.05	31.60%
E 604-43200-42600 SUPPLIES AND	\$1,644.50	\$6,556.67	\$16,000.00	\$0.00	\$730.27	\$8,749.18	\$7,250.82	54.68%
E 604-43200-42610 UNIFORMS	\$0.00	\$127.50	\$450.00	\$0.00	\$0.00	\$0.00	\$450.00	0.00%
E 604-43200-42620 AUTO EXPENSES	\$301.93	\$1,706.88	\$3,350.00	\$276.04	\$485.06	\$1,292.98	\$2,057.02	38.60%
E 604-43200-42700 TRAVEL AND CO	\$0.00	\$9.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
E 604-43200-42750 TRAINING	\$0.00	\$25.00	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00	0.00%
E 604-43200-42800 UTILITIES	\$2,833.72	\$12,849.89	\$28,000.00	\$2,979.61	\$2,864.55	\$14,249.70	\$13,750.30	50.89%
E 604-43200-42900 OTHER OTHER C	\$10.50	\$27.15	\$2,000.00	\$28.70	\$12.25	\$48.30	\$1,951.70	2.42%
E 604-43200-43300 IMPROVE OTHE	\$0.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00	0.00%
E 604-43200-43400 MACHINERY AN	\$0.00	\$354.28	\$1,000.00	\$23.21	\$23.21	\$634.43	\$365.57	63.44%
E 604-43200-43410 COMPUTER SOF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87.98	-\$87.98	0.00%
E 604-43200-44100 PRINCIPAL	\$0.00	\$0.00	\$58,172.00	\$0.00	\$0.00	\$0.00	\$58,172.00	0.00%
E 604-43200-44200 INTEREST	\$7,622.09	\$23,391.32	\$28,885.00	\$7,163.08	\$0.00	\$21,836.74	\$7,048.26	75.60%
DEPT 43200 SANITATION	\$19,633.40	\$120,021.36	\$263,802.00	\$17,321.83	\$14,661.84	\$113,363.78	\$150,438.22	
FUND 604 SEWER FUND	\$19,633.40	\$120,021.36	\$263,802.00	\$17,321.83	\$14,661.84	\$113,363.78	\$150,438.22	
FUND 610 ELECTRIC FUND								
DEPT 43400 ELECTRICITY								
E 610-43400-41100 SALARIES AND	\$8,898.78	\$65,064.44	\$121,050.00	\$9,219.64	\$9,746.47	\$66,447.23	\$54,602.77	54.89%
E 610-43400-41103 OVERTIME WAG	\$577.64	\$2,933.21	\$5,800.00	\$354.65	\$538.67	\$3,051.59	\$2,748.41	52.61%
E 610-43400-41106 LONGEVITY PAY	\$0.00	\$0.00	\$1,310.00	\$0.00	\$0.00	\$0.00	\$1,310.00	0.00%
E 610-43400-41200 OASI	\$688.94	\$5,162.95	\$9,620.00	\$713.23	\$767.62	\$5,428.50	\$4,191.50	56.43%
E 610-43400-41300 RETIREMENT	\$572.42	\$4,271.37	\$7,545.00	\$575.09	\$617.75	\$4,374.98	\$3,170.02	57.99%
E 610-43400-42100 INSURANCE	\$1,202.30	\$8,787.70	\$15,650.00	\$1,063.88	\$1,063.88	\$7,967.32	\$7,682.68	50.91%
E 610-43400-42150 INS-LIAB/PROP/	\$0.00	\$5,919.91	\$11,275.00	\$0.00	\$0.00	\$6,747.15	\$4,527.85	59.84%
E 610-43400-42200 PROFESSIONAL	\$861.46	\$1,365.19	\$5,000.00	\$33.78	\$46.72	\$782.06	\$4,217.94	15.64%
E 610-43400-42300 PUBLISHING	\$14.85	\$149.91	\$500.00	\$19.19	\$15.75	\$109.77	\$390.23	21.95%
E 610-43400-42320 DUES	\$0.00	\$1,219.00	\$1,300.00	\$0.00	\$0.00	\$1,220.00	\$80.00	93.85%
E 610-43400-42500 REPAIRS AND M	\$188.36	\$3,529.39	\$11,000.00	\$382.84	\$271.09	\$3,795.55	\$7,204.45	34.51%
E 610-43400-42550 OFFICE EXPENS	\$27.07	\$2,690.12	\$5,000.00	\$4.54	\$94.39	\$3,039.07	\$1,960.93	60.78%
E 610-43400-42600 SUPPLIES AND	\$4,080.91	\$18,742.31	\$40,000.00	\$5,073.04	\$18,408.23	\$48,282.27	-\$8,282.27	120.71%
E 610-43400-42610 UNIFORMS	\$0.00	\$731.90	\$900.00	\$0.00	\$0.00	\$478.19	\$421.81	53.13%
E 610-43400-42620 AUTO EXPENSES	\$463.36	\$2,234.88	\$4,000.00	\$594.66	\$326.12	\$2,407.98	\$1,592.02	60.20%

**City of Elk Point
Expenditure Guideline LS-EP**

Account Descr	JULY 2013		2013		2014 YTD		JULY 2014		JUNE 2014		% of Budget	
	2013 Amt	YTD Amt	YTD Amt	Budget	2014 Amt	Budget	2014 Amt	2014 Amt	2014 Amt	Balance	YTD Amt	% of Budget
E 610-43400-42629 OTHER MATERIA	\$100,278.11	\$687,003.55	\$1,180,000.00	\$1,180,000.00	\$95,992.14	\$86,240.88	\$711,069.64	\$86,240.88	\$711,069.64	\$468,930.36	\$711,069.64	60.26%
E 610-43400-42700 TRAVEL AND CO	\$0.00	\$417.05	\$1,000.00	\$1,000.00	\$12.00	\$0.00	\$891.73	\$0.00	\$891.73	\$108.27	\$891.73	89.17%
E 610-43400-42750 TRAINING	\$0.00	\$450.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$966.62	\$0.00	\$966.62	\$33.38	\$966.62	96.66%
E 610-43400-42800 UTILITIES	\$638.56	\$5,037.25	\$9,500.00	\$9,500.00	\$538.27	\$915.38	\$4,833.47	\$915.38	\$4,833.47	\$4,666.53	\$4,833.47	50.88%
E 610-43400-42810 CONVERSION	-\$55,488.50	\$0.00	\$61,000.00	\$61,000.00	\$33,198.00	\$0.00	\$53,073.00	\$0.00	\$53,073.00	\$7,927.00	\$53,073.00	87.00%
E 610-43400-42900 OTHER OTHER C	\$135.50	\$429.12	\$5,000.00	\$5,000.00	\$53.70	\$150.25	\$414.20	\$150.25	\$414.20	\$4,585.80	\$414.20	8.28%
E 610-43400-43400 MACHINERY AN	\$0.00	\$891.27	\$36,000.00	\$36,000.00	\$23.21	\$23.21	\$39,634.43	\$23.21	\$39,634.43	-\$3,634.43	\$39,634.43	110.10%
E 610-43400-43410 COMPUTER SOF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$122.97	\$0.00	\$122.97	-\$122.97	\$122.97	0.00%
E 610-43400-43700 REFUNDS	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	0.00%
E 610-43400-44100 PRINCIPAL	\$0.00	\$0.00	\$65,000.00	\$65,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,000.00	\$0.00	0.00%
E 610-43400-44200 INTEREST	\$0.00	\$17,257.50	\$39,432.00	\$39,432.00	\$0.00	\$3,854.36	\$3,854.36	\$3,854.36	\$3,854.36	\$35,577.64	\$3,854.36	9.77%
DEPT 43400 ELECTRICITY	\$63,139.76	\$834,288.02	\$1,642,882.00	\$1,642,882.00	\$147,851.86	\$123,080.77	\$968,992.08	\$123,080.77	\$968,992.08	\$673,889.92	\$968,992.08	
FUND 610 ELECTRIC FUND	\$63,139.76	\$834,288.02	\$1,642,882.00	\$1,642,882.00	\$147,851.86	\$123,080.77	\$968,992.08	\$123,080.77	\$968,992.08	\$673,889.92	\$968,992.08	
FUND 612 SOLID WASTE FUND												
DEPT 43250 SEWAGE COLLECTION AND DISPOSAL												
E 612-43250-41100 SALARIES AND	\$4,496.91	\$24,905.76	\$46,800.00	\$46,800.00	\$4,124.65	\$4,560.82	\$24,305.73	\$4,560.82	\$24,305.73	\$22,494.27	\$24,305.73	51.94%
E 612-43250-41103 OVERTIME WAG	\$0.00	\$94.14	\$1,150.00	\$1,150.00	\$136.63	\$142.04	\$278.67	\$142.04	\$278.67	\$871.33	\$278.67	24.23%
E 612-43250-41106 LONGEVITY PAY	\$0.00	\$75.00	\$210.00	\$210.00	\$0.00	\$0.00	\$90.00	\$0.00	\$90.00	\$120.00	\$90.00	42.86%
E 612-43250-41200 OASI	\$342.16	\$1,980.18	\$3,700.00	\$3,700.00	\$322.00	\$355.51	\$1,948.18	\$355.51	\$1,948.18	\$1,751.82	\$1,948.18	52.65%
E 612-43250-41300 RETIREMENT	\$145.54	\$1,148.03	\$2,075.00	\$2,075.00	\$151.13	\$165.72	\$1,167.78	\$165.72	\$1,167.78	\$907.22	\$1,167.78	56.28%
E 612-43250-42100 INSURANCE	\$368.64	\$2,883.94	\$5,050.00	\$5,050.00	\$375.38	\$387.67	\$2,892.42	\$387.67	\$2,892.42	\$2,157.58	\$2,892.42	57.28%
E 612-43250-42150 INS-LIAB/PROP/	\$0.00	\$3,739.95	\$6,775.00	\$6,775.00	\$0.00	\$0.00	\$3,826.29	\$0.00	\$3,826.29	\$2,948.71	\$3,826.29	56.48%
E 612-43250-42200 PROFESSIONAL	\$571.72	\$4,006.94	\$1,000.00	\$1,000.00	\$33.79	\$46.71	\$759.05	\$46.71	\$759.05	\$240.95	\$759.05	75.91%
E 612-43250-42300 PUBLISHING	\$92.51	\$461.01	\$500.00	\$500.00	\$169.19	\$218.25	\$528.76	\$218.25	\$528.76	-\$28.76	\$528.76	105.75%
E 612-43250-42500 REPAIRS AND M	\$0.00	\$2,757.12	\$8,000.00	\$8,000.00	\$350.42	\$87.00	\$1,715.73	\$87.00	\$1,715.73	\$6,284.27	\$1,715.73	21.45%
E 612-43250-42550 OFFICE EXPENS	\$28.84	\$716.78	\$1,500.00	\$1,500.00	\$4.55	\$26.39	\$519.02	\$26.39	\$519.02	\$980.98	\$519.02	34.60%
E 612-43250-42600 SUPPLIES AND	\$234.82	\$1,676.91	\$3,000.00	\$3,000.00	\$435.77	\$603.41	\$1,171.98	\$603.41	\$1,171.98	\$1,828.02	\$1,171.98	39.07%
E 612-43250-42610 UNIFORMS	\$189.95	\$381.50	\$450.00	\$450.00	\$0.00	\$184.96	\$354.67	\$184.96	\$354.67	\$95.33	\$354.67	78.82%
E 612-43250-42620 AUTO EXPENSES	\$824.10	\$4,933.76	\$9,950.00	\$9,950.00	\$738.03	\$844.35	\$4,679.31	\$844.35	\$4,679.31	\$5,270.69	\$4,679.31	47.03%
E 612-43250-42629 OTHER MATERIA	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	0.00%
E 612-43250-42700 TRAVEL AND CO	\$0.00	\$9.48	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	0.00%
E 612-43250-42710 TIPPING FEES	\$3,250.00	\$20,894.24	\$45,000.00	\$45,000.00	\$6,144.02	\$3,374.40	\$21,930.82	\$3,374.40	\$21,930.82	\$23,069.18	\$21,930.82	48.74%
E 612-43250-42750 TRAINING	\$0.00	\$25.00	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250.00	\$0.00	0.00%
E 612-43250-42800 UTILITIES	\$132.57	\$852.24	\$1,700.00	\$1,700.00	\$130.68	\$131.47	\$743.48	\$131.47	\$743.48	\$956.52	\$743.48	43.73%
E 612-43250-42900 OTHER OTHER C	\$399.69	\$991.29	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	0.00%
E 612-43250-43400 MACHINERY AN	-\$155,808.00	\$251.32	\$0.00	\$0.00	\$23.21	\$23.21	\$634.46	\$23.21	\$634.46	-\$634.46	\$634.46	0.00%
E 612-43250-43410 COMPUTER SOF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87.98	\$0.00	\$87.98	-\$87.98	\$87.98	0.00%
E 612-43250-44100 PRINCIPAL	-\$90,000.00	\$0.00	\$23,973.00	\$23,973.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,973.00	\$0.00	0.00%
E 612-43250-44200 INTEREST	\$0.00	\$35.00	\$1,153.00	\$1,153.00	\$0.00	\$0.00	\$1,545.21	\$0.00	\$1,545.21	-\$392.21	\$1,545.21	134.02%

City of Elk Point
Expenditure Guideline LS-EP

Account Descr	JULY	2013	2014 YTD	JULY	JUNE	2014	2014	Balance	% of Budget
	2013 Amt	YTD Amt	Budget	2014 Amt	2014 Amt	YTD Amt	Amt		
DEPT 43250 SEWAGE COLLECTIO	-\$234,730.55	\$72,819.59	\$165,836.00	\$13,139.45	\$11,151.91	\$69,179.54	\$96,656.46		
FUND 612 SOLID WASTE FUND	-\$234,730.55	\$72,819.59	\$165,836.00	\$13,139.45	\$11,151.91	\$69,179.54	\$96,656.46		
FUND 700 TRUST & AGENCY									
DEPT 41900 OTHER GENERAL GOVERNMENT									
E 700-41900-44400 EAST RIVER LOA	\$1,207.25	\$5,189.57	\$5,550.00	\$78.00	\$0.00	\$465.15	\$5,084.85		8.38%
DEPT 41900 OTHER GENERAL GO	\$1,207.25	\$5,189.57	\$5,550.00	\$78.00	\$0.00	\$465.15	\$5,084.85		
DEPT 45200 PARKS									
E 700-45200-41100 SALARIES AND	\$875.00	\$1,606.00	\$2,000.00	\$0.00	\$1,440.00	\$1,440.00	\$560.00		72.00%
E 700-45200-41200 OASI	\$66.94	\$122.86	\$175.00	\$0.00	\$110.16	\$110.16	\$64.84		62.95%
E 700-45200-42600 SUPPLIES AND	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00		0.00%
DEPT 45200 PARKS	\$941.94	\$1,728.86	\$2,375.00	\$0.00	\$1,550.16	\$1,550.16	\$824.84		
FUND 700 TRUST & AGENCY	\$2,149.19	\$6,918.43	\$7,925.00	\$78.00	\$1,550.16	\$2,015.31	\$5,909.69		
	-\$40,602.82	\$1,811,112.23	\$3,962,836.00	\$309,447.45	\$290,243.32	\$2,026,362.43	\$1,936,473.57		

(((((Not Balance=0))) or (((YTD Budget]>0)))

City of Elk Point
Revenue Guideline LS-EP

Account Descr	JUNE 2013 Amt	2013 YTD Amt	2014 YTD Budget	JUNE 2014 Amt	MAY 2014 Amt	YTD Amt 2014	Balance	% of Budget
FUND 101 GENERAL FUND								
R 101-00000-10200 AMT PROV FOR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-31100 GENERAL PROPE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-31110 GEN PROP TAXE	\$143,530.38	\$366,756.22	\$725,720.00	\$21,105.10	\$302,647.34	\$369,145.11	\$354,066.92	51.21%
R 101-00000-31120 GEN PROP TAXE	\$315.61	\$4,488.46	\$5,000.00	\$1,057.14	\$395.87	\$2,051.12	\$2,848.45	43.03%
R 101-00000-31130 GEN PROP TAXE	\$833.46	\$1,279.35	\$1,500.00	\$1,031.12	\$0.00	\$1,031.12	\$370.93	75.27%
R 101-00000-31160 GEN PROP TAXE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-31170 GEN PROP TAXE	\$114.64	\$2,039.25	\$3,500.00	\$0.00	\$899.44	\$1,859.13	\$1,434.33	59.02%
R 101-00000-31190 GEN PROP TAXE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-31300 GEN SALES AND	\$33,570.81	\$202,404.92	\$390,000.00	\$30,035.80	\$44,113.99	\$198,546.02	\$140,792.76	63.90%
R 101-00000-31400 GROSS RECEIPT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-31500 AMUSEMENT TA	\$192.00	\$192.00	\$300.00	\$0.00	\$0.00	\$0.00	\$288.00	4.00%
R 101-00000-31900 PENALTY, INTER	\$375.44	\$700.36	\$1,000.00	\$364.15	\$19.78	\$408.87	\$548.07	45.19%
R 101-00000-32000 LICENSES AND P	-\$900.00	\$1,400.00	\$8,000.00	-\$350.00	\$1,400.00	\$1,625.00	\$6,225.00	22.19%
R 101-00000-32200 RIGHT OF WAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-32400 VIDEO AND LOT	\$0.00	\$100.00	\$2,000.00	\$0.00	\$100.00	\$100.00	\$1,900.00	5.00%
R 101-00000-33100 FEDERAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-33140 LAND AND WAT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-33200 FEDERAL SHARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-33499 OTHER STATE G	\$0.00	\$6,751.36	\$0.00	\$0.00	\$0.00	\$0.00	-\$1,804.00	0.00%
R 101-00000-33500 STATE SHARE R	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-33510 BANK FRANCHIS	\$0.00	\$3,362.67	\$2,000.00	\$0.00	\$0.00	\$2,881.34	-\$881.34	144.07%
R 101-00000-33530 LIQUOR TAX RE	\$0.00	\$5,739.25	\$11,000.00	\$0.00	\$0.00	\$6,126.92	\$2,302.12	79.07%
R 101-00000-33540 MOTOR VEHICL	\$1,632.53	\$7,281.28	\$15,000.00	\$1,782.55	\$1,178.93	\$8,749.70	\$4,306.46	71.29%
R 101-00000-33570 LICENSE REVER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-33580 LOCAL GOV HW	\$0.00	\$4,758.39	\$13,000.00	\$0.00	\$5,600.60	\$5,600.60	\$4,729.32	63.62%
R 101-00000-33590 OTHER STATE S	\$684.30	\$1,540.87	\$5,200.00	\$684.30	\$0.00	\$1,718.78	\$3,481.22	33.05%
R 101-00000-33800 COUNTY SHARE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-33830 COUNTY WHEEL	\$683.46	\$2,907.54	\$7,000.00	\$612.34	\$404.49	\$2,843.37	\$3,495.51	50.06%
R 101-00000-33900 COUNTY PAY IN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-34000 CHARGES FOR G	\$1.65	\$23.08	\$1,000.00	\$0.00	\$60.00	\$62.94	\$937.06	6.29%
R 101-00000-34100 GENERAL GOVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-34110 ZONING AND SU	\$102.00	\$988.00	\$2,000.00	\$140.00	\$373.00	\$1,834.00	\$72.00	96.40%
R 101-00000-34120 SALE OF MAPS A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-34190 OTHER GENERA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-34200 PUBLIC SAFETY	\$0.00	\$1,595.00	\$2,000.00	\$0.00	\$0.00	\$556.67	\$1,443.33	27.83%

City of Elk Point Revenue Guideline LS-EP

Account Descr	JUNE 2013 Amt	2013 YTD Amt	2014 YTD Budget	JUNE 2014 Amt	MAY 2014 Amt	2014 YTD Amt	Balance	% of Budget
R 101-00000-34290 OTHER PUBLIC	\$3.77	\$37.72	\$500.00	\$23.58	\$0.00	\$75.77	\$377.07	24.59%
R 101-00000-34520 ANIMAL CONTR	\$15.00	\$531.00	\$1,500.00	\$15.00	\$55.00	\$495.00	\$990.00	34.00%
R 101-00000-34620 SWIMMING POO	\$0.00	\$0.00	\$1,200.00	\$93.46	\$0.00	\$93.46	\$919.62	23.37%
R 101-00000-34621 DAILY FEES	\$2,024.39	\$2,406.64	\$6,500.00	\$1,855.14	\$796.96	\$2,652.10	\$2,312.83	64.42%
R 101-00000-34622 SINGLE MEMBER	\$523.36	\$822.41	\$800.00	\$317.75	\$504.66	\$822.41	-\$59.79	107.47%
R 101-00000-34623 FAMILY MEMBE	\$2,213.45	\$4,788.22	\$4,800.00	\$1,065.44	\$4,084.12	\$5,149.56	-\$438.35	109.13%
R 101-00000-34624 SWIMMING LES	\$1,952.80	\$2,292.42	\$3,750.00	\$1,641.48	\$792.47	\$2,433.95	\$99.07	97.36%
R 101-00000-34640 CONCESSIONS	\$2,407.80	\$2,935.70	\$7,500.00	\$2,851.48	\$1,212.29	\$4,063.77	\$1,277.92	82.96%
R 101-00000-34670 SIGN ADVERTIS	\$107.00	\$335.15	\$1,000.00	\$6.00	\$99.50	\$300.07	\$683.93	31.61%
R 101-00000-34690 OTHER CULTUR	\$322.58	\$377.88	\$2,000.00	\$211.97	\$156.68	\$414.73	\$1,235.03	38.25%
R 101-00000-35000 FINES AND FOR	\$125.00	\$1,999.35	\$2,000.00	\$0.00	\$25.00	\$575.00	\$1,425.00	28.75%
R 101-00000-35100 COURT FINES A	\$16.25	\$44.85	\$500.00	\$0.00	\$0.00	\$39.00	\$461.00	7.80%
R 101-00000-35900 OTHER FINES A	\$0.00	\$4.50	\$0.00	\$431.86	\$0.00	\$431.86	-\$454.36	0.00%
R 101-00000-36000 MISCELLANEOU	\$0.00	\$1,014.55	\$1,000.00	\$9.61	\$0.17	\$13.01	\$977.84	2.22%
R 101-00000-36100 INTEREST EARN	\$40.76	\$132.63	\$300.00	\$89.55	\$52.55	\$401.05	-\$202.87	167.62%
R 101-00000-36200 RENTALS	\$600.00	\$600.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
R 101-00000-36300 SPECIAL ASSESS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-36310 PRINCIPAL COLL	\$1,519.81	\$3,776.25	\$3,676.00	\$0.00	\$3,092.10	\$3,675.85	\$0.15	100.00%
R 101-00000-36320 INT AND PENAL	\$1,150.15	\$2,358.16	\$2,424.00	\$0.00	\$1,942.08	\$2,423.13	\$0.87	99.96%
R 101-00000-36330 PRINCIPAL COLL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-36340 INT AND PENAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-36600 GAIN ON SALE O	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-36700 CONTRIB AND D	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-36900 OTHER MISCEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-38610 SALE OF LOTS	\$0.00	\$5,130.00	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00	0.00%
R 101-00000-38620 GRAVE-DIGGING	\$0.00	\$1,250.00	\$3,000.00	\$0.00	\$471.68	\$471.68	\$1,372.69	54.24%
R 101-00000-38690 OTHER CEMETE	\$0.00	\$0.00	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
R 101-00000-38750 CABLE TV FRAN	\$0.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0.00%
R 101-00000-39000 OTHER SOURCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-39100 OTHER FINANCI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-39110 OPERATING TRA	\$0.00	\$0.00	\$9,500.00	\$0.00	\$0.00	\$0.00	\$9,500.00	0.00%
R 101-00000-39130 SALE OF GENER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-00000-39140 COMP FOR LOSS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 101-43100-33100 FEDERAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 101 GENERAL FUND	\$294,158.40	\$745,245.43	\$1,268,870.00	\$65,074.82	\$370,478.70	\$629,672.09	\$568,733.79	

City of Elk Point Revenue Guideline LS-EP

Account Descr	JUNE 2013 Amt	2013 YTD Amt	2014 YTD Budget	JUNE 2014 Amt	MAY 2014 Amt	2014 YTD Amt	Balance	% of Budget
FUND 200 SPECIAL REVENUE								
R 200-00000-31400 GROSS RECEIPT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 200-00000-36000 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 200-00000-36100 INTEREST EARN	\$29.99	\$110.72	\$950.00	\$32.22	\$33.10	\$191.33	\$758.67	20.14%
R 200-00000-36330 PRINCIPAL COLL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 200-00000-36340 INT AND PENAL	\$134.25	\$1,931.06	\$8,400.00	\$82.49	\$86.96	\$561.36	\$7,760.64	7.61%
R 200-00000-39100 OTHER FINANCI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 200 SPECIAL REVENUE	\$164.24	\$2,041.78	\$9,350.00	\$114.71	\$120.06	\$752.69	\$8,519.31	
FUND 211 LIQ, LODG, DINE SALES TAX FUND								
R 211-00000-31400 GROSS RECEIPT	\$3,029.70	\$15,902.73	\$31,000.00	\$2,411.64	\$2,566.41	\$12,403.86	\$16,095.60	48.08%
R 211-00000-36700 CONTRIB AND D	\$0.00	\$189,075.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 211-00000-39110 OPERATING TRA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 211 LIQ, LODG, DINE SALES T	\$3,029.70	\$204,977.73	\$31,000.00	\$2,411.64	\$2,566.41	\$12,403.86	\$16,095.60	
FUND 500 CAPITAL PROJECTS FUND								
R 500-00000-33100 FEDERAL GRANT	\$0.00	\$61.52	\$199,693.00	\$0.00	\$0.00	\$70.43	\$199,622.57	0.04%
R 500-00000-33130 COMMUNITY DE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 500-00000-33175 COMMUNITY AC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 500-00000-33499 OTHER STATE G	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 500-00000-36000 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 500-00000-36100 INTEREST EARN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 500-00000-39000 OTHER SOURCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 500-00000-39110 OPERATING TRA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 500 CAPITAL PROJECTS FUND	\$0.00	\$61.52	\$199,693.00	\$0.00	\$0.00	\$70.43	\$199,622.57	
FUND 602 WATER FUND								
R 602-00000-33100 FEDERAL GRANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-00000-33499 OTHER STATE G	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-00000-36100 INTEREST EARN	\$3.73	\$51.23	\$150.00	\$0.00	\$0.00	\$0.00	\$150.00	0.00%
R 602-00000-36900 OTHER MISCEL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-00000-38100 WATER REVENU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
R 602-00000-38110 METERED AND F	\$39,742.22	\$179,271.33	\$402,500.00	\$36,059.37	\$42,610.07	\$188,000.34	\$214,499.66	46.71%
R 602-00000-38120 BULK WATER SA	\$0.00	\$98.34	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
R 602-00000-38130 SURCHARGE	\$2,130.60	\$12,794.87	\$25,000.00	\$2,107.19	\$2,106.19	\$12,634.69	\$12,365.31	50.54%
R 602-00000-38180 SALE OF SUPPLI	\$0.00	\$135.00	\$0.00	\$0.00	\$65.00	\$65.00	-\$65.00	0.00%

**City of Elk Point
Revenue Guideline LS-EP**

Account Descr	JUNE 2013 Amt	2013 YTD Amt	2014 YTD Budget	JUNE 2014 Amt	MAY 2014 Amt	2014 YTD Amt	Balance	% of Budget
R 700-45200-34630 RECREATION PR	\$1,438.68	\$1,438.68	\$1,500.00	\$957.53	\$0.00	\$957.53	\$542.47	63.84%
R 700-45200-36700 CONTRIB AND D	\$250.00	\$250.00	\$1,000.00	\$500.00	\$0.00	\$500.00	\$500.00	50.00%
FUND 700 TRUST & AGENCY	\$2,288.68	\$4,788.68	\$8,050.00	\$1,457.53	\$77.43	\$1,844.68	\$6,049.32	
	\$656,938.78	\$2,361,261.68	\$4,113,963.00	\$305,012.88	\$582,611.36	\$1,959,762.33	\$2,077,136.01	

City of Elk Point
PAYMENTS BY FUND

OBJ Descr	Check Name	Amount	Proj Nbr	Comments
FUND 101 GENERAL FUND				
DEPT				
	EVANS-RABER, ELISHA	\$1.70		reimburse swimming lessons - B
	EVANS-RABER, ELISHA	\$1.70		reimburse swimming lessons - Z
DEPT		<u>\$3.40</u>		
DEPT 00000 ALL DEPARTMENTS				
	EVANS-RABER, ELISHA	\$28.30		reimburse swimming lessons - B
	EVANS-RABER, ELISHA	\$28.30		reimburse swimming lessons - Z
DEPT 00000 ALL DEPARTMENTS		<u>\$56.60</u>		
DEPT 41100 LEGISLATIVE				
REPAIRS AND MAINTENANCE	TUDGOGS COMPUTING,	\$22.73		work on server & NAS Box
SUPPLIES AND MATERIALS	CARDMEMBER SERVICE	\$1.40		grant application postage
PUBLISHING	LEADER-COURIER	\$0.00		PUBLISHING
SUPPLIES AND MATERIALS	Perkins Office Solutions	\$17.94		correction tape
SUPPLIES AND MATERIALS	CARDMEMBER SERVICE	\$36.00		Kum & Go 10.911 gallons#100 -
PROFESSIONAL SERVICES AN	CRAIG K. THOMPSON, A	\$297.38		ATTORNEY FEES
UTILITIES	VERIZON WIRELESS	\$58.53		Dennis - CELL PHONE
UTILITIES	VERIZON WIRELESS	\$26.36		Mayor
REPAIRS AND MAINTENANCE	CARDMEMBER SERVICE	\$7.49		server back up
SUPPLIES AND MATERIALS	OFFICE SYSTEMS CO.	\$61.00		quarterly service contract
TRAVEL AND CONFERENCE	ERIKA HAMMITT	\$69.00		SEAFOG meeting in Sioux Falls
MACHINERY AND EQUIPMENT	US BANK EQUIPMENT FI	\$23.21		lanier copier lease
DEPT 41100 LEGISLATIVE		<u>\$621.04</u>		
DEPT 41120 CITY HALL				
UTILITIES	MIDAMERICAN ENERGY	\$11.81		CITY HALL -GAS
REPAIRS AND MAINTENANCE	Kalin's Indoor Comfort	\$291.03		repairs on city hall AC unit
SUPPLIES AND MATERIALS	JONES FOOD CENTER	\$3.90		water refills
REPAIRS AND MAINTENANCE	NYGREN'S TRUE VALUE	\$5.99		spray - city hall
SUPPLIES AND MATERIALS	JONES FOOD CENTER	\$17.18		supplies
REPAIRS AND MAINTENANCE	NYGREN'S TRUE VALUE	\$43.97		maintenance - city hall
SUPPLIES AND MATERIALS	JANITOR'S CLOSET, LTD	\$60.75		soap - city hall
DEPT 41120 CITY HALL		<u>\$434.63</u>		
DEPT 42100 POLICE				
OFFICE EXPENSE	CARDMEMBER SERVICE	\$6.49		postage
AUTO EXPENSES	CARDMEMBER SERVICE	\$33.00		Kum & Go 10.004 gallons
OFFICE EXPENSE	CARDMEMBER SERVICE	\$6.00		code enforcement letter postage
OFFICE EXPENSE	CARDMEMBER SERVICE	\$18.49		code enforcement letters postag
AUTO EXPENSES	CARDMEMBER SERVICE	\$37.46		Kum & Go 11.356 gallons - city
OFFICE EXPENSE	TUDGOGS COMPUTING,	\$22.73		work on server & NAS Box
AUTO EXPENSES	CARDMEMBER SERVICE	\$24.00		Kum & Go 7.081 gallons#103
TRAINING	SIoux SALES, CO.	\$189.00		slugs
AUTO EXPENSES	CARDMEMBER SERVICE	\$46.00		Kum & Go 13.944 gallons#103
MACHINERY AND EQUIPMENT	US BANK EQUIPMENT FI	\$23.21		lanier copier lease
OFFICE EXPENSE	Perkins Office Solutions	\$63.88		CD/DVD labels
REPAIRS AND MAINTENANCE	FANTA-C AUTO	\$56.00		balanced 8 tires on Crown Vic's
UTILITIES	LIMOGES, JACOB	\$140.00		cell phone reimbursement Feb -
UTILITIES	FRYE, KLYE	\$140.00		cell phone reimbursement - Feb
OFFICE EXPENSE	OFFICE SYSTEMS CO.	\$61.06		quarterly service contract
REPAIRS AND MAINTENANCE	MIDWEST RADAR & EQ	\$160.00		yearly certifications for sooeeb
AUTO EXPENSES	CARDMEMBER SERVICE	\$27.01		Kum & Go 8.089 gallons #102
AUTO EXPENSES	CARDMEMBER SERVICE	\$41.00		Kum & Go 12.427 gallons#103

City of Elk Point
PAYMENTS BY FUND

OBJ Descr	Check Name	Amount	Proj Nbr	Comments
AUTO EXPENSES	CARDMEMBER SERVICE	\$40.00		Kum & Go 11.804 gallons #103
AUTO EXPENSES	CARDMEMBER SERVICE	\$45.00		Kum & Go 13.642 gallons#103
OTHER OTHER CURRENT EXP	JONES FOOD CENTER	\$0.85		cat food
AUTO EXPENSES	CARDMEMBER SERVICE	\$624.00		engine for 2004 Crown Vic - da
AUTO EXPENSES	CARDMEMBER SERVICE	\$37.30		Kum & Go 11.172 gallons #
AUTO EXPENSES	CARDMEMBER SERVICE	\$12.50		Kum & Go 3.790 gallons#102
AUTO EXPENSES	CARDMEMBER SERVICE	\$24.00		Kum & Go 7.275 gallons#102
AUTO EXPENSES	CARDMEMBER SERVICE	\$19.00		Casey's 5.758 gallons - #102
TRAINING	CARDMEMBER SERVICE	\$37.96		postol qualification targets
AUTO EXPENSES	CARDMEMBER SERVICE	\$20.50		Kum & Go 6.215 gallons#102
PROFESSIONAL SERVICES AN	CRAIG K. THOMPSON, A	\$751.43		ATTORNEY FEES
UTILITIES	VERIZON WIRELESS	\$28.54		RYAN - CELL PHONE
AUTO EXPENSES	SOUTHEAST FARMER EL	\$77.41		09' Crown Vic #103
AUTO EXPENSES	SOUTHEAST FARMER EL	\$98.97		04' Crown Vic #102
UTILITIES	VERIZON WIRELESS	\$29.34		POLICE - CELL PHONE
AUTO EXPENSES	CARDMEMBER SERVICE	\$28.01		Kum & Go 8.541 gallons#103
UTILITIES	TRUDEAU, COREY	\$140.00		cell phone reimbursement Feb-
DEPT 42100 POLICE		\$3,110.14		
DEPT 43100 HIGHWAYS AND STREETS				
SUPPLIES AND MATERIALS	Class C Solutions Group	\$282.02		gloves & light
UTILITIES	VERIZON WIRELESS	\$40.01		broad band monthly charge
REPAIRS AND MAINTENANCE	NYGREN'S TRUE VALUE	\$60.34		street
UTILITIES	VERIZON WIRELESS	\$28.54		JERRY - CELL PHONE
AUTO EXPENSES	SOUTHEAST FARMER EL	\$13.97		Ranger #112
SUPPLIES AND MATERIALS	Class C Solutions Group	\$167.15		supplies
AUTO EXPENSES	SOUTHEAST FARMER EL	\$195.05		Jason's Truck #109
AUTO EXPENSES	SOUTHEAST FARMER EL	\$91.25		Red truck #110
MACHINERY AND EQUIPMENT	US BANK EQUIPMENT FI	\$23.21		lanier copier lease
OFFICE EXPENSE	TUDGOGS COMPUTING,	\$22.73		work on server & NAS Box
REPAIRS AND MAINTENANCE	Class C Solutions Group	\$37.11		spin lock nut
SUPPLIES AND MATERIALS	Class C Solutions Group	\$78.28		supplies
UTILITIES	WELCH, JASON	\$20.00		cell phone reimbursement
STREET REPAIRS	SCOOPS CONTRACTING	\$2,637.76		work on Perat St., R & R gutter p
PROFESSIONAL SERVICES AN	CRAIG K. THOMPSON, A	\$56.88		ATTORNEY FEES
OFFICE EXPENSE	OFFICE SYSTEMS CO.	\$61.00		quarterly service contract
RENTALS	BIERSCHBACH EQUIPME	\$1,099.90		crack router - rental
REPAIRS AND MAINTENANCE	SHEEHAN MACK SALES	\$771.92		repairs
STREET REPAIRS	BROCK WHITE COMPAN	\$1,299.99		rental for patcher
REPAIRS AND MAINTENANCE	STANDARD BATTERY, I	\$76.95		water tank pump battery
REPAIRS AND MAINTENANCE	CALIFORNIA CONTRACT	\$29.90		eye care kit
SUPPLIES AND MATERIALS	CALIFORNIA CONTRACT	\$35.82		blue multi task gloves
UTILITIES	MIDAMERICAN ENERGY	\$8.00		STREET-GAS
SUPPLIES AND MATERIALS	Class C Solutions Group	\$325.77		supplies
AUTO EXPENSES	SOUTHEAST FARMER EL	\$4.36		Black Truck #107
AUTO EXPENSES	SOUTHEAST FARMER EL	\$320.82		Jerry's Truck #104
AUTO EXPENSES	SOUTHEAST FARMER EL	\$54.82		misc gas - router - street repairs
AUTO EXPENSES	SOUTHEAST FARMER EL	\$70.51		2011 Groundmaster #129
AUTO EXPENSES	SOUTHEAST FARMER EL	\$67.58		2007 Toro #128
SUPPLIES AND MATERIALS	UNION COUNTY HIGHW	\$38.36		16' wood sign post
PUBLISHING	LEADER-COURIER	\$0.00		PUBLISHING
AUTO EXPENSES	SOUTHEAST FARMER EL	\$74.70		Loader #137
AUTO EXPENSES	SOUTHEAST FARMER EL	\$51.32		misc diesel - street repairs
AUTO EXPENSES	SOUTHEAST FARMER EL	\$106.63		Dump Truck #125 - street repai

City of Elk Point
PAYMENTS BY FUND

OBJ Descr	Check Name	Amount	Proj Nbr	Comments
AUTO EXPENSES	SOUTHEAST FARMER EL	\$207.82		Sterling dump truck - street rep
AUTO EXPENSES	SOUTHEAST FARMER EL	\$70.48		Street Sweeper #141
AUTO EXPENSES	SOUTHEAST FARMER EL	\$61.04		skid Loader #139
DEPT 43100 HIGHWAYS AND STREETS		\$8,591.99		
DEPT 43700 CEMETERIES				
SUPPLIES AND MATERIALS	SOUTHEAST FARMER EL	\$197.79		Cemetery mower #111
DEPT 43700 CEMETERIES		\$197.79		
DEPT 44130 WEST NILE				
SUPPLIES AND MATERIALS	ADAPCO, INC.	\$831.60		Perm-x
SUPPLIES AND MATERIALS	VAN DIEST SUPPLY CO	\$682.00		Altosid XR Briquets (150 day)
DEPT 44130 WEST NILE		\$1,513.60		
DEPT 45100 RECREATION				
OTHER MATERIALS FOR RESA	JONES FOOD CENTER	\$143.50		concessions
TRAINING	FLYNN, KATHY	\$169.60		reimburse for lifeguard trainin
OTHER MATERIALS FOR RESA	JONES FOOD CENTER	\$246.50		concessions
REPAIRS AND MAINTENANCE	JONES FOOD CENTER	\$12.75		bleach & toilet cleaner
SUPPLIES AND MATERIALS	FLYNN, KATHY	\$43.00		reimbursement for 1/2 of suit
OTHER MATERIALS FOR RESA	CHESTERMAN CO.	\$115.00		soda premix
OTHER MATERIALS FOR RESA	JONES FOOD CENTER	\$136.19		concessions
OTHER MATERIALS FOR RESA	QUEEN CITY WHOLESAL	\$158.93		supplies for concession stand
OTHER MATERIALS FOR RESA	KOUPAL, JULIE	\$2.84		spoons for concessions
SUPPLIES AND MATERIALS	KOUPAL, JULIE	\$13.63		supplies
SUPPLIES AND MATERIALS	HAWKINS, INC.	\$560.35		azone & hydrochloric acid - pool
OTHER MATERIALS FOR RESA	MIDWEST MINI MELTS	\$87.50		concessions mini melts
REPAIRS AND MAINTENANCE	KOUPAL, JULIE	\$18.85		paper towels, t. tissue & garbag
TRAINING	Marjo Johnson	\$169.60		reimburse for lifeguard training
SUPPLIES AND MATERIALS	HAWKINS, INC.	\$403.83		azone & hydrochloric acid - pool
TRAINING	Marjo Johnson	\$250.00		WSI training - Victoria
OTHER MATERIALS FOR RESA	QUEEN CITY WHOLESAL	\$60.08		chips for concession stand
SUPPLIES AND MATERIALS	SEVERSON, DEBRA	\$39.42		reimbursement for 1/2 of suit -
TRAINING	SEVERSON, DEBRA	\$169.60		Lifeguard training - Alicia
SUPPLIES AND MATERIALS	Marjo Johnson	\$43.00		reimbursement for 1/2 of suit
OTHER MATERIALS FOR RESA	JONES FOOD CENTER	\$29.04		concessions
REPAIRS AND MAINTENANCE	DRAIN MASTERS	\$175.00		hydro jet service line for pool to
SUPPLIES AND MATERIALS	FEJFAR, ASHLEY	\$39.48		reimbursement for 1/2 of suit
UTILITIES	MIDAMERICAN ENERGY	\$910.50		gas for pool heaters
OTHER MATERIALS FOR RESA	CHESTERMAN CO.	\$80.00		soda premix
SUPPLIES AND MATERIALS	HAWKINS, INC.	\$79.48		hydrochloric acid
OTHER MATERIALS FOR RESA	JONES FOOD CENTER	\$189.08		concessions
DEPT 45100 RECREATION		\$4,346.75		
DEPT 45140 SENIOR CITIZENS ACTIVITIES				
DONATIONS	SENIOR COMPANIONS	\$1,000.00		DONATION
DEPT 45140 SENIOR CITIZENS ACTIVITIES		\$1,000.00		
DEPT 45200 PARKS				
AUTO EXPENSES	SOUTHEAST FARMER EL	\$141.54		2011 Groundmaster #129
AUTO EXPENSES	SOUTHEAST FARMER EL	\$72.13		2007 Toro #128
REPAIRS AND MAINTENANCE	CALIFORNIA CONTRACT	\$29.90		eye care kit
AUTO EXPENSES	SOUTHEAST FARMER EL	\$18.85		Jacobsen Tri-King #130
REPAIRS AND MAINTENANCE	NYGREN'S TRUE VALUE	\$28.16		park
REPAIRS AND MAINTENANCE	MIDWEST TURF & IRR	\$80.23		t-bar & dust boot
SUPPLIES AND MATERIALS	JANITOR'S CLOSET, LTD	\$132.90		t. paper - park bathhouse

City of Elk Point
PAYMENTS BY FUND

OBJ Descr	Check Name	Amount	Proj Nbr	Comments
DEPT 45200 PARKS		\$503.71		
DEPT 45500 LIBRARIES				
SUBSCRIPTIONS	EBSCO SUBSCRIPTION	\$579.28		subscriptions
BOOKS	CARDMEMBER SERVICE	\$26.74		DVD's
SUPPLIES AND MATERIALS	CARDMEMBER SERVICE	\$2.69		postage
BOOKS	CARDMEMBER SERVICE	\$55.19		books - Amazon
SUBSCRIPTIONS	CARDMEMBER SERVICE	\$55.24		argus leader subscription
DEPT 45500 LIBRARIES		\$719.14		
DEPT 46520 PLANNING AND ZONING				
PROFESSIONAL SERVICES AN	CRAIG K. THOMPSON, A	\$56.88		ATTORNEY FEES
DEPT 46520 PLANNING AND ZONING		\$56.88		
DEPT 46610 STORAGE BUILDING				
UTILITIES	MIDAMERICAN ENERGY	\$8.00		Storage building - GAS
REPAIRS AND MAINTENANCE	Kalin's Indoor Comfort	\$258.50		repairs on AC unit
DEPT 46610 STORAGE BUILDING		\$266.50		
FUND 101 GENERAL FUND		\$21,422.17		
FUND 211 LIQ, LODG, DINE SALES TAX FUND				
DEPT 46500 ECONOMIC DEVELOP AND ASSISTANC				
PRINCIPAL	Recreation Development	\$1,039.43		RDA lease payment principal -
INTEREST	Recreation Development	\$1,228.12		RDA lease payment interest-
DEPT 46500 ECONOMIC DEVELOP AND ASSISTANC		\$2,267.55		
FUND 211 LIQ, LODG, DINE SALES TAX FUND		\$2,267.55		
FUND 602 WATER FUND				
DEPT 43300 WATER				
DUES	SD ASSOCIATION OF R	\$525.00		ANNUAL DUES: CLASS B MEMB
UTILITIES	MIDAMERICAN ENERGY	\$18.44		210 W. Main - Water treatment
SUPPLIES AND MATERIALS	HAWKINS, INC.	\$2,126.18		Azone-bulk chemicals & Potassiu
SUPPLIES AND MATERIALS	USA BLUE BOOK	\$275.84		water valve decals, 811 patch d
REPAIRS AND MAINTENANCE	DEPARTMENT OF REVE	\$1,115.00		Water testing
UTILITIES	MIDAMERICAN ENERGY	\$7.73		108 S. JACKSON
REPAIRS AND MAINTENANCE	NYGREN'S TRUE VALUE	\$73.91		water
REPAIRS AND MAINTENANCE	CALIFORNIA CONTRACT	\$29.90		eye care kit
MACHINERY AND EQUIPMENT	US BANK EQUIPMENT FI	\$23.21		lanier copier lease
AUTO EXPENSES	SOUTHEAST FARMER EL	\$386.26		Troy's Truck #108
OFFICE EXPENSE	OFFICE SYSTEMS CO.	\$61.00		quarterly service contract
UTILITIES	VERIZON WIRELESS	\$26.36		MARK R - CELL PHONE
REPAIRS AND MAINTENANCE	SOOLAND BOBCAT	\$194.87		4 - couplers
PROFESSIONAL SERVICES AN	CRAIG K. THOMPSON, A	\$56.88		ATTORNEY FEES
REPAIRS AND MAINTENANCE	CITY OF SIOUX FALLS	\$87.00		WATER TESTING
OFFICE EXPENSE	CARDMEMBER SERVICE	\$17.95		water sample postage
OFFICE EXPENSE	TUDGOGS COMPUTING,	\$22.73		work on server & NAS Box
PUBLISHING	LEADER-COURIER	\$0.00		PUBLISHING
PROFESSIONAL SERVICES AN	MCLAURY ENGINEERIN	\$5,650.00	46	Watermain N. Pearl from Sherm
DEPT 43300 WATER		\$10,698.26		
FUND 602 WATER FUND		\$10,698.26		
FUND 604 SEWER FUND				
DEPT 43200 SANITATION				
MACHINERY AND EQUIPMENT	US BANK EQUIPMENT FI	\$23.21		lanier copier lease

City of Elk Point
PAYMENTS BY FUND

OBJ Descr	Check Name	Amount	Proj Nbr	Comments
REPAIRS AND MAINTENANCE	NYGREN'S TRUE VALUE	\$6.49		sewer
REPAIRS AND MAINTENANCE	Aquafix	\$3,348.70		VitaStim Summer Slam for WW -
UTILITIES	VANROEKEL, TROY	\$20.00		cell phone reimbursement
REPAIRS AND MAINTENANCE	MID-AMERICAN RESEAR	\$296.21		weed picker II & veg-a-kill plus
AUTO EXPENSES	SOUTHEAST FARMER EL	\$26.40		Ditchwitch - sewer vac #144
UTILITIES	MIDAMERICAN ENERGY	\$7.73		108 S. JACKSON
PUBLISHING	LEADER-COURIER	\$0.00		PUBLISHING
AUTO EXPENSES	SOUTHEAST FARMER EL	\$58.39		John Deer #127
PROFESSIONAL SERVICES AN	CRAIG K. THOMPSON, A	\$56.88		ATTORNEY FEES
OFFICE EXPENSE	OFFICE SYSTEMS CO.	\$61.00		quarterly service contract
UTILITIES	UNION COUNTY ELECTR	\$1,425.00		LAGOON
AUTO EXPENSES	SOUTHEAST FARMER EL	\$202.50		Rubida's Truck #106
OFFICE EXPENSE	TUDGOGS COMPUTING,	\$22.73		work on server & NAS Box
AUTO EXPENSES	SOUTHEAST FARMER EL	\$14.89		Ranger #112
REPAIRS AND MAINTENANCE	SEWER MATIC	\$3,110.88		cleaned & televised sewer line fr
DEPT 43200 SANITATION		\$8,681.01		
FUND 604 SEWER FUND		\$8,681.01		
FUND 610 ELECTRIC FUND				
DEPT				
	UTILITY DEPARTMENT	\$56.45		final on 1605 Jack Nicklaus Driv
	RESCO	-\$80.00		reimbursed for warranty elemen
	RESCO	\$3,244.00		4 85 Gallon water heaters
	RESCO	-\$811.00		reimbursed for warranty 85 gall
	KELLY PROPERTY ADVIS	\$93.55		remaining deposit for 1605 Jack
	RESCO	\$480.00		12 lower elements
DEPT		\$2,983.00		
DEPT 43400 ELECTRICITY				
UTILITIES	MIDAMERICAN ENERGY	\$7.73		108 S. JACKSON
OFFICE EXPENSE	CARDMEMBER SERVICE	\$68.00		stamps for past due bills - utility
PUBLISHING	LEADER-COURIER	\$0.00		PUBLISHING
SUPPLIES AND MATERIALS	WESCO DISTRIBUTION	\$133.39		flex conn
AUTO EXPENSES	SOUTHEAST FARMER EL	\$375.52		Electric Truck #105
MACHINERY AND EQUIPMENT	US BANK EQUIPMENT FI	\$23.21		lanier copier lease
SUPPLIES AND MATERIALS	ALTEC INDUSTRIES, IN	\$223.87		supplies
OFFICE EXPENSE	TUDGOGS COMPUTING,	\$22.73		work on server & NAS Box
OTHER OTHER CURRENT EXP	AVERA QUEEN OF PEAC	\$69.90		random drug testing M. Antonso
REPAIRS AND MAINTENANCE	NYGREN'S TRUE VALUE	\$25.76		elec
SUPPLIES AND MATERIALS	BORDER STATES ELECT	\$80.88		pliers
OFFICE EXPENSE	CARDMEMBER SERVICE	\$9.90		postage
REPAIRS AND MAINTENANCE	CALIFORNIA CONTRACT	\$29.90		eye care kit
SUPPLIES AND MATERIALS	BORDER STATES ELECT	\$187.91		supplies
PROFESSIONAL SERVICES AN	JEFF'S LAWN CARE	\$81.60		repaired sprinkler lines for Gene
SUPPLIES AND MATERIALS	BORDER STATES ELECT	\$200.75		secondary splice
SUPPLIES AND MATERIALS	BORDER STATES ELECT	\$79.20		shorting cap
PROFESSIONAL SERVICES AN	CRAIG K. THOMPSON, A	\$56.87		ATTORNEY FEES
REPAIRS AND MAINTENANCE	BOMGAARS	\$179.99		battery for cordless tool set in el
UNIFORMS	BOMGAARS	\$45.98		uniform - M. Antonson
OFFICE EXPENSE	Perkins Office Solutions	\$9.87		pens
OFFICE EXPENSE	OFFICE SYSTEMS CO.	\$61.00		quarterly service contract
UTILITIES	UNION COUNTY ELECTR	\$95.10		EXIT 18 STREET LIGHT
OTHER OTHER CURRENT EXP	RESCO	-\$75.00		reimbursed for labor on replace
DEPT 43400 ELECTRICITY		\$1,994.06		

City of Elk Point
PAYMENTS BY FUND

OBJ Descr	Check Name	Amount	Proj Nbr	Comments
FUND 610 ELECTRIC FUND		\$4,977.06		
FUND 612 SOLID WASTE FUND				
DEPT 43250 SEWAGE COLLECTION AND DISPOSAL				
AUTO EXPENSES	SOUTHEAST FARMER EL	\$717.67		Garbage Truck #135
PUBLISHING	LEADER-COURIER	\$0.00		PUBLISHING
AUTO EXPENSES	SOUTHEAST FARMER EL	\$74.71		Loader #137
TIPPING FEES	CITY OF VERMILLION	\$277.60		TIPPING FEES
TIPPING FEES	CITY OF VERMILLION	\$232.80		TIPPING FEES
TIPPING FEES	CITY OF VERMILLION	-\$244.40		duplicated last month
TIPPING FEES	CITY OF VERMILLION	-\$252.00		duplicated last month
TIPPING FEES	CITY OF VERMILLION	\$360.80		TIPPING FEES
UTILITIES	HANSON, MARK	\$20.00		CELL PHONE REIMBURSEMENT
SUPPLIES AND MATERIALS	CALIFORNIA CONTRACT	\$35.82		blue multi task gloves
REPAIRS AND MAINTENANCE	MID-AMERICAN RESEAR	\$296.21		weed picker II & veg-a-kill plus
PROFESSIONAL SERVICES AN	CRAIG K. THOMPSON, A	\$56.85		ATTORNEY FEES
OFFICE EXPENSE	OFFICE SYSTEMS CO.	\$61.00		quarterly service contract
UTILITIES	UNION COUNTY ELECTR	\$81.75		DUMP ROAD
MACHINERY AND EQUIPMENT	US BANK EQUIPMENT FI	\$23.21		lanier copier lease
AUTO EXPENSES	SOUTHEAST FARMER EL	\$79.68		Black Truck #107
TIPPING FEES	CITY OF VERMILLION	\$205.20		TIPPING FEES
OFFICE EXPENSE	TUDGOGS COMPUTING,	\$22.73		work on server & NAS Box
TIPPING FEES	CITY OF VERMILLION	\$262.80		TIPPING FEES
TIPPING FEES	CITY OF VERMILLION	\$250.00		TIPPING FEES
TIPPING FEES	CITY OF VERMILLION	\$251.20		TIPPING FEES
TIPPING FEES	CITY OF VERMILLION	\$315.60		TIPPING FEES
TIPPING FEES	CITY OF VERMILLION	\$334.40		TIPPING FEES
UTILITIES	VERIZON WIRELESS	\$28.53		DAN - CELL PHONE
DEPT 43250 SEWAGE COLLECTION AND DISPOSAL		\$3,492.16		
FUND 612 SOLID WASTE FUND		\$3,492.16		
		\$51,538.21		

[Batch Name]='Aug 14 AP 1'



CITY OF ELK POINT
P.O. BOX 280
ELK POINT, SOUTH DAKOTA
57025

July 21, 2015

Dennis Pitz
33003 W. 478th Avenue
Jefferson, SD 57038

Dear Dennis,

The City Council wanted me to convey to you, proposed potential requirements for remedy of the current nuisance that now exists with your property at 110 W. Rose Street. The Mayor and City Council wanted you to see the proposals so you have the ability to review them and get your thoughts together for the next City Council meeting. Please know the following conditions are tentative and can be discussed and changed at the next City Council meeting. You are invited to the next City Council meeting. The meeting will be on Monday, August 4, 2014 at 7:00pm, City Hall Council Chambers.

Conditions to remedy the nuisance:

1. Mr. Pitz shall not, at any given time, have upon his property at 110 W. Rose St., Elk Point, South Dakota, more than eight (8) motor vehicles that are unlicensed and inoperable.
2. That all said vehicles shall be lined up in a side by side and front to back alignment. The said vehicles will have tires on them and the windows, trunks and doors closed.
3. All loose appliances, iron, and other items including those in the said vehicles, will be placed in an enclosure storage container or fenced area.
4. As soon as Mr. Pitz has titles to the four (4) vehicles currently on the premises, he will immediately have a salvage/ iron company remove all four (4) vehicles.
5. The Elk Point City Council reserves the right to abate the issue if the above conditions are not met.

If you have any comments or questions, please don't hesitate to contact me at 356-2141.

Thanking you in advance.

Sincerely,

Dennis Nelsen
City Administrator
City of Elk Point

ORDINANCE NO. 368

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF ELK POINT, SOUTH DAKOTA, A NATURAL GAS SYSTEM AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS FOR A PERIOD OF 20 YEARS.

BE IT ENACTED by the City Council of the City of Elk Point, South Dakota:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called "Company," and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Elk Point, South Dakota, hereinafter called the "City," a gas distribution system, to furnish natural gas along, under the streets, avenues, alleys and upon public places to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. The term of this franchise shall be twenty (20) years beginning from and after the effective date of this ordinance. Either the Company or the City may, not less than ninety (90) days nor more than one hundred eighty (180) days prior to the fifth, tenth and fifteenth anniversary of the effective date of this ordinance, provide written notice to the other party of its desire to amend the franchise. The parties shall negotiate any amendment to the franchise in good faith for a period of up to ninety (90) days following receipt of notice. If, at the conclusion of the negotiation period, an amendment acceptable to the parties is not reached and the City determines in good faith that the franchise, if continued without amendment, will have a material or significant adverse impact on the City or the Company's natural gas customers located within the corporate limits of the City, either party may terminate the franchise provided such termination notice is provided to the other party within ninety (90) days of the conclusion of the negotiation period.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of South Dakota law, or as subsequently amended or changed.

Section 3. Company shall have the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed as not to unreasonably interfere with the construction of any water pipes, drain or sewer or the flow of water therefrom, which have been or may hereafter be located by authority of the City, with construction, repair, laying, relaying or extending of gas pipes, mains, conduits, and other facilities being in form and manner authorized by the city.

Section 4. The Company shall, excluding facilities located in private easements (whether titled in Company

exclusively or in Company and other entities), in accordance with South Dakota law including Company's tariff on file with and made effective by the South Dakota Public Utilities Commission as may subsequently be amended ("Tariff,") at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction reconstruction, maintenance or repair of the street or alley or any other public property owned by the city. Relocation expenses for other hard surfaces, including pedestrian and non-motorized vehicle pathways, will be paid by the City. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested the City shall provide, for the reasonable cost to reproduction, to the Company, copies of its relocation plan and profile and cross section drawings.

Section 5. In making excavations in any streets, avenues, alleys and public places for the installation of gas pipes, conduits or apparatus, Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring it to the condition as existed immediately prior to excavation. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the project to a condition superior to its immediate previously existing condition or to a condition exceeding its previously existing condition to the extent any alterations are required for the City to comply with city, state or federal rules, regulations or laws.

Section 6. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has facilities in the vicinity, the City shall provide Company with notice upon receipt of a vacate petition.

Section 7. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City at any time during the previous 10 years.

Section 8. The Company shall not be required at its expense to relocate Company facilities or equipment in order to facilitate a project of a commercial or private developer or other non-public entity.

Section 9. The Company shall maintain insurance, which may be through a program of self-insurance, which will, among other things, indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 10. Upon request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in city right of way, including documents, maps and other information in paper or electronic or other forms (“Information.”)

Section 11. The Company shall extend its mains and pipes and operate, and maintain the system in accordance with the applicable regulations of the South Dakota Public Utilities Commission or its successors and state law and federal law.

Section 12. During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent and in accordance with the applicable regulations of the South Dakota Utilities Commission the Company’s tariff made effective by the South Dakota Utilities Commission or its successors and state law and federal law.

Section 13. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

Section 14. Either City or Company (“party”) may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have 60 days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 15. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 16. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with South Dakota law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within 10-days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of South Dakota. The effective date of this ordinance shall be twenty (20) days after publication of the ordinance. In the event that MidAmerican Energy Company does not file its written acceptance of this ordinance within 30 days after its approval by the City

Council, this ordinance shall be void and of no effect.

Section 17. Upon the effective date of this ordinance, all prior natural gas franchises granted to the Company to furnish natural gas to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ___th day of _____ 2014.

CITY OF ELK POINT, SOUTH DAKOTA

By: Mayor

ATTEST:

(OFFICIAL SEAL)

City Finance Officer

ORDINANCE NO. 368

AN ORDINANCE GRANTING TO MIDAMERICAN ENERGY COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND NON-EXCLUSIVE FRANCHISE TO ACQUIRE, CONSTRUCT, ERECT, MAINTAIN AND OPERATE IN THE CITY OF ELK POINT, SOUTH DAKOTA, A NATURAL GAS SYSTEM AND TO FURNISH AND SELL NATURAL GAS TO THE CITY AND ITS INHABITANTS FOR A PERIOD OF 20 YEARS.

BE IT ENACTED by the City Council of the City of Elk Point, South Dakota:

Section 1. There is hereby granted to MidAmerican Energy Company, an Iowa corporation, hereinafter called "Company," and to its successors and assigns the right and non-exclusive franchise to acquire, construct, erect, maintain and operate in the City of Elk Point, South Dakota, hereinafter called the "City," a gas distribution system, to furnish natural gas along, under the streets, avenues, alleys and upon public places to serve customers within and without the City and to furnish and sell natural gas to the City and its inhabitants. The term of this franchise shall be twenty (20) years beginning from and after the effective date of this ordinance. Either the Company or the City may, not less than ninety (90) days nor more than one hundred eighty (180) days prior to the fifth, tenth and fifteenth anniversary of the effective date of this ordinance, provide written notice to the other party of its desire to amend the franchise. The parties shall negotiate any amendment to the franchise in good faith for a period of up to ninety (90) days following receipt of notice. If, at the conclusion of the negotiation period, an amendment acceptable to the parties is not reached and the City determines in good faith that the franchise, if continued without amendment, will have a material or significant adverse impact on the City or the Company's natural gas customers located within the corporate limits of the City, either party may terminate the franchise provided such termination notice is provided to the other party within ninety (90) days of the conclusion of the negotiation period.

Section 2. The rights and privileges hereby granted are subject to the restrictions and limitations of South Dakota law, or as subsequently amended or changed.

Section 3. Company shall have the right to excavate in any public street for the purpose of laying, relaying, repairing or extending gas pipes, mains, conduits, and other facilities provided that the same shall be so placed as not to unreasonably interfere with the construction of any water pipes, drain or sewer or the flow of water therefrom, which have been or may hereafter be located by authority of the City, with construction, repair, laying, relaying or extending of gas pipes, mains, conduits, and other facilities being in form and manner authorized by the city.

Section 4. The Company shall, excluding facilities located in private easements (whether titled in Company

exclusively or in Company and other entities), in accordance with South Dakota law including Company's tariff on file with and made effective by the South Dakota Public Utilities Commission as may subsequently be amended ("Tariff,") at its cost and expense, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may reasonably require for the purposes of facilitating the construction reconstruction, maintenance or repair of the street or alley or any other public property owned by the city. Relocation expenses for other hard surfaces, including pedestrian and non-motorized vehicle pathways, will be paid by the City. The City shall be responsible for surveying and staking the right-of-way for City projects that require the Company to relocate Company facilities. If requested the City shall provide, for the reasonable cost to reproduction, to the Company, copies of its relocation plan and profile and cross section drawings.

Section 5. In making excavations in any streets, avenues, alleys and public places for the installation of gas pipes, conduits or apparatus, Company shall not unreasonably obstruct the use of the streets and shall replace the surface, restoring it to the condition as existed immediately prior to excavation. Company agrees any replacement of road surface shall conform to current City code regarding its depth and composition. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the project to a condition superior to its immediate previously existing condition or to a condition exceeding its previously existing condition to the extent any alterations are required for the City to comply with city, state or federal rules, regulations or laws.

Section 6. Vacating a street, avenue, alley, public ground or public right-of-way shall not deprive the Company of its right to operate and maintain existing facilities on, below, above, or beneath the vacated property. Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has facilities in the vicinity, the City shall provide Company with notice upon receipt of a vacate petition.

Section 7. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City at any time during the previous 10 years.

Section 8. The Company shall not be required at its expense to relocate Company facilities or equipment in order to facilitate a project of a commercial or private developer or other non-public entity.

Section 9. The Company shall maintain insurance, which may be through a program of self-insurance, which will, among other things, indemnify and save harmless the City from any and all claims, suits, losses, damages, costs or expenses, on account of injury or damage to any person or property, to the extent caused or occasioned by the Company's negligence in construction, reconstruction, excavation, operation or maintenance of the natural gas facilities authorized by this franchise; provided, however, that the Company shall not be obligated to defend, indemnify and save harmless the City for any costs or damages to the extent arising from the negligence of the City, its officers, employees or agents.

Section 10. Upon request, the Company shall provide the City, on a project specific basis, information indicating the horizontal location, relative to boundaries of the right of way, of all equipment which it owns or over which it has control that is located in city right of way, including documents, maps and other information in paper or electronic or other forms (“Information.”)

Section 11. The Company shall extend its mains and pipes and operate, and maintain the system in accordance with the applicable regulations of the South Dakota Public Utilities Commission or its successors and state law and federal law.

Section 12. During the term of this franchise, the Company shall furnish natural gas in the quantity and quality consistent and in accordance with the applicable regulations of the South Dakota Utilities Commission the Company’s tariff made effective by the South Dakota Utilities Commission or its successors and state law and federal law.

Section 13. All reasonable and proper police regulations shall be adopted and enforced by the City for the protection of the facilities of the Company.

Section 14. Either City or Company (“party”) may terminate this franchise if the other party shall be materially in breach of its provisions. Upon the occurrence of a material breach, the non-breaching party shall provide the breaching party with notification by certified mail specifying the alleged breach. The breaching party shall have 60 days to cure the breach, unless it notifies the non-breaching party, and the parties agree upon a shorter or longer period for cure. If the breach is not cured within the cure period, the non-breaching party may terminate this franchise. A party shall not be considered to be in breach of this franchise if it has operated in compliance with state or federal law. A party shall not be considered to have breached this franchise if the alleged breach is the result of the actions of a third party or the other party.

Section 15. If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 16. This ordinance and the rights and privileges herein granted shall become effective and binding upon its approval and passage in accordance with South Dakota law and the written acceptance by the Company. The City shall provide Company with an original signed and sealed copy of this ordinance within 10-days of its final passage. The Company shall, within thirty (30) days after the City Council approval of this ordinance, file in the office of the clerk of the City, its acceptance in writing of all the terms and provisions of this ordinance. Following City Council approval, this ordinance shall be published in accordance with the Code of South Dakota. The effective date of this ordinance shall be twenty (20) days after publication of the ordinance. In the event that MidAmerican Energy Company does not file its written acceptance of this ordinance within 30 days after its approval by the City

Council, this ordinance shall be void and of no effect.

Section 17. Upon the effective date of this ordinance, all prior natural gas franchises granted to the Company to furnish natural gas to the City and its inhabitants are hereby repealed and all other ordinances or parts of ordinances in conflict herewith are also hereby repealed.

PASSED AND APPROVED this ___th day of _____ 2014.

CITY OF ELK POINT, SOUTH DAKOTA

By: Mayor

ATTEST:

(OFFICIAL SEAL)

City Finance Officer

ORDINANCE NO. 3 70

AN ORDINANCE GRANTING UNTO WOW! INTERNET, CABLE AND PHONE. ITS SUCCESSORS AND ASSIGNS, THE RIGHT, FRANCHISE AND AUTHORITY FOR THE PERIOD OF FIFTEEN (15) YEARS, TO ACQUIRE, CONSTRUCT AND OPERATE A BROADBAND TELECOMMUNICATIONS NETWORK AND TO SELL AND SUPPLY TO INDIVIDUALS, FIRMS AND CORPORATIONS, PUBLIC OR PRIVATE, AT ANY AND ALL PLACES, WITHIN THE CORPORATE LIMITS OF THE CITY OF ELK POINT, SOUTH DAKOTA, AS SAID LIMITS NOW ARE OR HEREAFTER MAY BE ESTABLISHED, CABLE TELEVISION SERVICES; PRESCRIBING THE TERMS AND CONDITIONS THEREOF; AND PROVIDING FOR THE IMPOSITION AND COLLECTION OF A FRANCHISE FEE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELK POINT, SOUTH DAKOTA:

Section 1: DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words and their derivation shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

a. "City" is the City of Elk Point, South Dakota.

b. "Cable Television System", hereinafter referred to also as "Cable System" or "system", means a system of coaxial cables, fiber optic, or other electrical conductors and transmission equipment used or to be used primarily to receive television or radio signals directly or indirectly off-the-air and transmit them and other related services to subscribers for various fees.

c. "Company" or "Franchisee" shall be Wow! Internet, Cable and Phone, its successors and assigns.

d. "Person" is any individual, firm, partnership, association, corporation, company or organization of any kind.

Section 2. TERM OF GRANT OF FRANCHISE

A non-exclusive franchise is hereby granted pursuant to SDCL 9-35-16 through 9-35-27, inclusive, unto the Franchisee, its successors and assigns, for a term of fifteen (15) years commencing with the date this ordinance becomes effective, to acquire, construct, and operate a broadband telecommunications network over, under and upon the public streets and alleys of the City of Elk Point, South Dakota, and to sell and supply to individuals, firms and corporations, public or private, at any and all places, within the corporate limits of the city, as said limits now

are or hereafter may be established, audio and video communications services, subject to the conditions and restrictions as hereinafter provided and subject to this Ordinance, as amended from time to time.

Section 3. AGREEMENT AND WAIVER

Franchisee agrees to abide by all provisions of this franchise and all other applicable ordinances of the City, as they may hereafter be amended by the City. Franchisee further agrees to comply with all laws, statutes, codes, ordinances, rules and regulations of the United States and the State of South Dakota and to any of the agencies of each.

Section 4. APPLICABLE AREA AND RECONSTRUCTION

All broadband communication facilities shall be constructed, if applicable, and reconstructed in conformance with the applicable rules and regulations imposed upon the Franchise or ordered by the Federal or State government and the applicable ordinances of the City in effect at the time of said construction or reconstruction. Further, this ordinance shall apply to the present territorial limits at the City and to any area henceforth added thereto during the period of this franchise. The Company shall be required to build only in those sections of the City that meet a density standard of eighty (80) homes per cable mile, including interconnecting trunk. Nothing herein contained is intended to preclude the Company from extending its cables and equipment to other portions of the City or outside the City for the purpose of servicing other areas, provided the Company is legally authorized to service the other areas.

Section 5. INSURANCE, LIABILITY, INDEMNIFICATION, BONDS AND CONSTRUCTION PROVISIONS

A. Insurance Requirements. The Franchisee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage. The Franchisee shall provide a Certificate of Insurance designating the Franchise Authority as an additional insured. Such insurance shall be non-cancelable except upon 30 days prior written notice to the City.

B. Indemnification. The Franchisee agrees to indemnify, save and hold harmless, and defend the City, its council members, officials, agents and employees, from and against any liability for damages and for liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Franchisee's construction, operation or maintenance of its System, including, but not limited to, reasonable attorney's fees and costs, provided that the City shall give the Franchisee written notice of its obligation to indemnify within 10 days of receipt of a claim or action pursuant to this section. If the necessary City determines that it is necessary for it to employ separate counsel, the costs of such separate counsel shall be the responsibility of the City.

Section 6. SERVICE STANDARDS AND REQUIREMENTS

A. Whenever it shall be necessary to shut off or interrupt service for the purpose of making repairs, adjustments, or installations, the Company shall do so at such times as will cause the least amount; of inconvenience to its subscribers if reasonably practical.

In the event of any interruption of service whether planned or unforeseen, the Company shall proceed with due diligence and restore service as quickly as possible under the circumstances.

C. Required Extensions of Service. Whenever the Franchisee shall receive a request for service from at least 15 residents within 1320 cable-bearing strand feet (one-quarter cable mile) of its trunk or distribution cable, it shall extend its System to such Subscribers at no cost to said subscribers for system extension, other than the usual connections fees for all Subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition, or market development of the System, or as provided for under Section 6 D below of this Franchise.

D. Subscribers Charges for Extension of Service. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as a Subscriber's request to locate their cable drop underground, existence of more than 150 feet of distance from distribution cable to connection of service to Subscribers, or a density of less than 15 residences per 1320 cable-bearing strand feet of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor and easement. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Franchisee and Subscribers in the area in which service may be expanded, the Franchisee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet of its trunk or distribution cable, and whose denominator equal 15 residences. Subscribers who request service hereunder, will bear the remainder of the construction and other costs on a pro rata basis. The Franchisee may require that the payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance.

E. Service to Public Buildings. The Franchisee shall, upon request, provide without charge, one outlet of Basic Service to those Franchise Authority offices, fire station(s), police station(s), and public school building(s) that are passed by its System. The outlets of Basic Service shall not be used to distribute or sell services in or throughout such buildings, nor shall such outlets be located in areas open to the public. Users of such outlets shall hold the Franchisee harmless from any and all liability or claims arising out of their use of such outlets, including but limited to, those arising from copyright liability.

F. Emergency Use. In the case of an emergency or disaster, the Franchisee shall, upon request of the City, make available its facilities for the City to provide emergency information and instruction during the emergency or disaster period. The City shall hold the Franchisee, its employees, officers, and assigns, harmless from any claim arising out of the emergency use of its facilities by the City, including, but not limited to, reasonable attorneys' fees and costs.

G. PEG CHANNEL. Grantee shall dedicate one (1) channel for public, educational and governmental ("PEG") programming. Every Subscriber receiving cable service over the Grantee's System shall receive the PEG channel at no additional charge. The PEG channel shall be provided as part of the Basic Cable Service and shall not be moved without the City's written approval which shall not be unreasonably withheld. The Grantee shall cablecast all PEG programming produced or created by the City, or its designee, including any live programming. The City may use the PEG channel for any lawful purpose including to cablecast programming by the City, local educational institutions or other public institutions, or members of the public.

- (a) The City shall have sole responsibility for managing and controlling the PEG channel. The City shall establish rules for the programming, operations and administration of the PEG Channel, which shall be subject to Grantee's review and approval. Grantee shall have no responsibility whatsoever for the programming, operation or administration of the PEG channel.
- (b) The Grantee shall within ninety (90) days of the acceptance of this agreement, provide all equipment necessary to perform good quality playback of prerecorded programming. The Grantee shall also provide and maintain at a mutually agreed to site (s), a keyboard/character scroll generator for the purpose of programming community bulletin board and community calendar information.
- (c) The Grantee shall be responsible for insuring, maintaining, repairing, fixing and adjusting all equipment so purchased. All such equipment shall be replaced when needed by the grantee.

Section 7. SAFETY REQUIREMENTS

A. The Company shall at all times employ reasonable care in conducting its operations and shall install and use generally accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public.

B. The Company shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the applicable requirements of the National Safety Code and local ordinances

C. The Company shall maintain at all times its structures, lines, equipment, and connections in, over, under or upon the streets, sidewalks, alleys, and public ways or places of the City wherever situated or located, in a safe, suitable, substantial condition, and in good order and repair.

Section 8. NEW DEVELOPMENTS

It shall be the policy of the City to amend this ordinance liberally, upon application of the Company, to take advantage of any developments in the field of transmission of television signals and related services which will afford the Company an opportunity more effectively, efficiently, or economically to serve its customers. The City shall amend this ordinance, upon application of the Company, when necessary to enable the Company to respond to changes in Federal Communications Commission regulations, or other applicable governmental rules or requirements; such amendments shall be made by the City within one year from the date of any such changes in each rules, regulations, or requirements, or at the time of franchise renewal.

Section 9. CONDITIONS ON STREET OCCUPANCY

A. All transmission and distribution structures, lines and equipment erected by the Company within the city shall be located so as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners whose land may adjoin any of the said streets, alleys, or other public ways and places.

B. In case disturbance of any street, sidewalk, alley, public way or paved area is caused by the Company's construction or operations the Company shall, at its own cost and expense and in a manner approved by the city's appropriate authority, replace and restore such street, sidewalk, alley, public way, or paved area to a condition as good as its condition before the work causing such disturbance was performed.

C. The Company shall have the right, under the supervision at the City's appropriate authority, to trim trees upon and overhanging streets, alleys, sidewalks, and public ways and places of the city so as to prevent the branches of such trees from coming in contact with the wires and cable of the Company or otherwise interfering with the operations of the Company.

D. The Company shall, at the request of any person holding a building moving permit issued by the City temporarily raise or lower its wires to permit the moving of the building. The expense of such temporary removal, raising, or lowering of wires, shall be paid by the person requesting the same, and the Company shall have authority to require such payment in advance. The Company shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary wire change.

E. If at any time during the term of this Franchise, the City shall elect to install or change the location of all or part of its water or sewage system or change or alter the grade of any street, avenue, public ground or highway, or add to existing street grades, curb and gutters, sidewalks, or storm sewers in such manner that the Company's cables or wires interfere therewith, the Company will upon being so directed by the governing body of the City, relocate its cables or wires in accordance therewith, the cost of such relocation to be assumed by the Company, its successors or assigns.

Section 10. FRANCHISE FEE

A. There is hereby imposed upon the Franchisee, and by its acceptance of this Franchise, it agrees to pay to the City a fee equal to three percent (3%) of the gross revenues from all sources of operations of the system within the City including, but not limited to, basic service monthly fees, pay cable service fees, rental income, installation and re-connection fees, and local advertising revenues derived from sales made to consumers within the corporate limits of the City during the terms of this franchise, in order to compensate the City for the Franchisee's use of the streets, alleys and public ways for its poles, overhead wires, underground conduits and other broadband communication network facilities. The term gross revenues does not include any sales, excise or other taxes collected by Company on behalf of the state, city or other governmental unit. Under no circumstances will the Company be required to pay two franchise fees to provide the same service. Such fee shall be payable annually within ninety (90) days after the end of the Company's fiscal year and shall be accompanied by a report showing the total number of subscribers and the total income received from the sale of the Company's basic service to such subscribers.

B. Renewal of Franchise. The City and the Franchisee agree that any proceedings undertaken by the City that relate to the renewal of the Franchisee's Franchise shall be governed by and comply with the provisions of Section 626 of 47 USC 546 (hereinafter the "Cable Act"), as amended, unless the procedures and substantive protection set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

In addition to the procedures set forth in said Section 626(a), the City agrees to notify the Franchisee of all of its assessments regarding the identity of future-related community needs and interests, as well as, the past performance of the Franchisee under the then current Franchise term. The City further agrees that such preliminary assessments shall be provided to the Franchisee promptly so that the Franchisee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term. Notwithstanding anything to the contrary set forth in this Section, the Franchisee and the City agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the City and the Franchisee may agree to undertake and finalize informal negotiations regarding the renewal of the then current Franchise and the City may grant a renewal thereof. The Franchisee and the City consider the terms set forth in this section to be consistent with the express provisions of Section 626 of the Cable Act.

C. Conditions of Sale. If a renewal or extension of the Franchisee's Franchise is denied or the Franchise is lawfully terminated, and the City either lawfully terminated, and the City either lawfully acquires ownership of the System or by its actions lawfully effects a transfer of ownership of the System to any other party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Franchisee and the City agree that in the case of a final determination of a lawful revocation of the franchise, at the Franchisee's request, which shall be made in its sole discretion, the Franchisee shall be given a reasonable opportunity to effectuate a transfer of its System to a qualified third party. The City further agrees that during such a period of time, it

shall authorize the Franchisee to continue to operate pursuant to the terms of its prior Franchise; however, in no event shall such authorization exceed a period of time greater than six months from the effective date of such revocation. If, at the end of that time, the Franchisee is unsuccessful in producing a qualified transferee or assignee of its System which is reasonably acceptable to the City, the Franchisee and the City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Franchisee's continued operation of its System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the City or the Franchisee.

D. Transfer of Franchise. The Franchisee's right, title or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled or by under common control with the Franchisee, without the prior consent of the City, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title or interest of the Franchisee in the Franchise or System in order to secure indebtedness. Within 30 days of receiving the request for transfer, the City shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the City has not taken action on the Franchisee's request for transfer within 120 days after receiving such request, consent by the City shall be deemed given.

E. Books and Record. The Franchisee agrees that the City upon reasonable notice to the Franchisee may review such of its books and records at the Franchisee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms thereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Franchisee pursuant to the rules and regulations of the FCC. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The City agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide subscriber information in violation of Section 631 of the Cable Act.

Section 11. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance shall be held invalid or unconstitutional or in conflict with the rules and regulations of any federal or state regulatory agency, including the Federal Communications Commission, the remaining provisions shall remain in full force and effect unless any such change resulting therefrom would, in the opinion of the City materially alter the terms of this ordinance. In the event the City finds that such change materially alters the terms of this ordinance, the City shall notify the Franchisee of its finding and shall set the matter for hearing and upon such hearing may vary the terms of this franchise to the extent possible to counter the effects of such holding.

Section 12. SYSTEM SECURITY-TAMPERING WITH CABLE TELEVISION EQUIPMENT

The Company shall have the right at all times to take such legal action as it deems necessary to preserve the security of its cable television system and to assure only authorized use thereof by its subscribers or other persons. Any person who willfully or maliciously uses or damages, or causes to be damaged, any wire, cable, conduit, apparatus or equipment of the Company with intent to obtain a signal or impulse therefrom without authorization of the company shall be liable to the Company in the amount of \$200.00 per occurrence or actual damage to the equipment or value of use of service whichever is greater.

Section 13. ASSIGNMENT OF FRANCHISE

This franchise shall apply to, inure to and bind the parties hereto and their successors and assigns, provided that any assignment by the Franchisee shall also be subject to the approval of the City Council by resolution, which approval shall not be unreasonably withheld.

Section 14. ACCEPTANCE BY FRANCHISEE

Within ten (10) days from and after the passage and publication of this ordinance, the Franchisee shall file with the City Clerk its acceptance of the provisions of this ordinance and its terms and conditions and said ordinance with acceptance shall become and be a binding contract between the City and the Franchisee.

Adopted this ____ day of _____, 2014.

Isabel Trobaugh, Mayor

ATTEST:

Erika Hammitt, Finance Officer

First reading: _____

Second reading: _____

Published: _____

Effective Date: _____

ACCEPTANCE OF A FRANCHISE FOR A
CABLE TELEVISION SYSTEM IN THE
CITY OF NORTH SIOUX CITY, SOUTH DAKOTA

WHEREAS, the City of Elk Point, a South Dakota municipal corporation (hereinafter the "City") has determined that WOW!, Internet, Cable, and Phone, ("Franchisee"), was qualified to operate and maintain a cable communications system in the City and approving Franchisee's request to obtain a cable communications franchise; and

WHEREAS on _____, 2014, the City, by actions of its governing body, introduced for first reading Ordinance No. _____ FRANCHISE AGREEMENT (the "Franchise") awarding to WOW!, Internet, Cable and Phone,. a Cable Communications Franchise in the City; and

WHEREAS, on _____, 2014, the City, by action of its governing body adopted the Franchise; and

WHEREAS, the Franchise requires that the Franchisee accept the Franchise in form and substance acceptable to the City.

NOW, THEREFORE, pursuant to the terms and requirements of the Franchise, and in consideration of the grant of the Franchise by the City, Franchisee accepts the Franchise, and makes the following representations and warranties to the City:

1. Franchisee is a corporation duly organized, validly existing, and in good standing under the laws of the State of South Dakota, is authorized to do business in the State of South Dakota and has the full power, authority, and legal capacity to execute, deliver, and perform this Acceptance and perform the terms and conditions of the Franchise.

2. All actions necessary to authorize the execution and delivery of this Acceptance and the performance of the Franchise have been duly authorized by all necessary and required proceedings.

3. The execution and delivery of the Acceptance and the performance of the Franchiser does not and will not conflict with or result in the breach or termination of, or constitute a default under, any indenture or instrument with respect to the borrowing of money, or any material contract, lease or agreement or order, judgment or decree or any law, rule or regulation to which Franchisee is a party or by which it or any of its property is bound or affected.

4. Franchisee has carefully read the terms and conditions of the Franchise, and accepts the rights, duties, and obligations created thereunder, subject to its rights under applicable state and federal law.

5. Neither Franchisee or any of its representatives or agents have committed any illegal acts or engaged in any wrongful conduct contrary to, or in violations of, any federal, state, or local law or regulation in connection with the obtaining of the Franchise.

Dated: _____, 2014.

WOW! INTERNET, CABLE AND PHONE

BY: _____
ITS: _____

STATE OF _____)

:SS

COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 2014, by _____, the _____ of
WOW! Internet, Cable and Phone.

Notary Public

My commission expires: _____

RESOLUTION OF GOVERNING BODY

WHEREAS, the United States of America and the State of South Dakota have authorized the making of grants from the Land and Water Conservation Fund (LWCF) to public bodies to aid in financing the acquisition and/or construction of specific public outdoor recreation projects;

NOW, THEREFORE BE IT RESOLVED:

1. That

Mayor Isabel Trobaugh

 is hereby authorized to execute and
(Name of Individual)
file an application on behalf of the

City of Elk Point

(City, County or Tribe)
with the National Park Service, U.S. Department of the Interior, through the State of South Dakota,
Department of Game, Fish and Parks, Division of Parks and Recreation, for an LWCF grant to aid in
financing

The Elk Point Park Equipment Project

(Name of Project)
for the

City of Elk Point

(City, County or Tribe)
South Dakota and its Environs.

2. That

Isabel Trobaugh

Mayor

(Name of Appropriate Official) (Title of Official)
is hereby authorized and directed to furnish such information as the above mentioned federal and/or
state agencies may reasonably request in connection with the application which is hereby authorized to
be filed.

2. That the

City of Elk Point

 shall provide a
(City, County or Tribe)
minimum of 50% of the total cost of the project; and will assume all responsibility in the operation
and maintenance of the project upon completion of construction, for the reasonable life expectancy of
the facility.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting
(Title of appropriate Recording Official)

of the
(City, County or Tribe)

does hereby certify: That the attached Resolution is a true and correct copy of the Resolution,
authorizing the filing of application with the National Park Service as regularly adopted at a legally
convened meeting of the
(City, County or Tribe)

duly held on the day of , 2014 and further that such

Resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this day of

, 2014

Signature of Recording

SEAL (Notary or City)

Title of Recording Officer

August 2014

CITY ADMINISTRATOR'S REPORT

The city safety manual has been revised. We submitted a draft of the revised manual to Doug Kirkus, the Director for Safety Benefits. Doug's company offers safety consultations and is a good candidate with his background to give good suggestions. Doug thought our revisions were good and made minor changes. I will meet with the Department Heads and once recommendations are made, we will submit at the next Council meeting.

Attended and provided administrative support for the Housing and Rehabilitation Commission (HRC) and Economic Development Corporation (EDC). The HRC approved allocation to meet match requirements to have a community housing study done. The housing study was a recommendation from the community assessment program. The local match for the housing study grant was \$3,500. SECOG will pay half, which means HRC had to allocate \$1,875.00. On behalf of HRC, I submitted the grant application to the SD Housing Authority. The grant was approved. We are currently waiting contact from the consulting firm in Minnesota who will do the study. Once the housing study is complete, you will have a copy of the report. The EDC will be reviewing the community assessment final report and make recommendations on what the next steps are to accomplish recommendations made in the report. The EDC is also working on the engineering study and cost estimates for the access road to the development park. I had a lunch meeting with Steve Watson (GOED Director) and Mike Turnwall, our local GOED representative. Mr. Watson was shown the development park site.

City Hall was open to county residents who suffered loss from the recent flooding. The Small Business Administration (SBA) Disaster Response Team used the City Hall Council Chambers to meet the residents. The SBA offers low interest disaster loans to qualified applicants.

I have been working on the MidAmerican natural gas franchise and CATV franchise agreements. Coordination has been completed between the involved entities, City Attorney Thompson, and myself.

The recent South Dakota Magazine had a main feature story regarding the mayors and profiles of communities within the state. I was surprised when I picked my issue that Elk Point wasn't listed. I worked with Mayor Trobaugh and an article was submitted back in the month of May. I called SD Magazine and Katie Hunhoff emailed me giving her apologies. She stated she received our article but forgot to get it in her final article. She promised to have something written up in the next issue.

With the new Hard Rock Casino and Hotel opening in Sioux City, it was confirmed three employees transferred from Las Vegas and will help open the new business. These three individuals with families have decided to reside in Elk Point. Two are buying homes and one will be renting. I am trying to make contact and was referred an email address for a company representative. In my email, I stated I was willing to send information about our community for

prospective new hires that will relocate to the region. I have not heard anything back but will keep trying.

Worked with Gary Roan, building inspector and Chief Fleek regarding properties need not meeting code or not meeting our nuisance ordinances. Letters have been sent to property owners.

Department Head Report

July 2014

The business dumpsters are picked up twice a week and residential garbage is picked up once a week. We have only received one application for the gate attendant position; Dennis is going to set up an interview with them. I have had the summer help and Daryl Fletcher help out when Al was on vacation in Las Vegas. The buried concrete is being crushed on the rubble site that was purchased last year. We have \$6000.00 budgeted for crushed concrete for the lagoon dikes and this could help with costs if we can haul out of there. I'm still waiting for Mueller Pallets to come and grind the trees and brush pile. We are in limbo with the scrap steel pile, we have had Environmental Services of Iowa pick the pile up and pay us a percentage of what the pile is worth. I'm going to contact the SD DENR and see if they have a different contact for us.

The Electric Dept. has pretty much wrapped up the Main St. lighting project. The Police Dept. while on patrol, have been marking street lights that are burned out and then passing that information on to us. That system seems to be working fairly well.

On the 14th Officer Trudeau had notified Troy VanRoekel and me of a possible water main break. Officer Trudeau and I walked up and down Rose Street trying to find the source of the leak because we had water running down the curb line. There is a 4 hour waiting period on an emergency locate and that locate would not be good until 1:30 the next morning. I notified Dennis that I was going to let it ride until morning because we didn't have a definite location of the leak and I didn't want to start chasing a leak in the middle of the night. Officer Trudeau was going to keep an eye on it for me through the night. He ended up calling his sister who works for CPS and he discovered that they had been pumping out their scale for six hours that day. That was a huge relief for me and I was glad that Officer Trudeau was watching out for us.

We had a break in a water service line at Michelle Fejfar's house on the 10th of July. We figure that it had been leaking for a long time with how the copper pipe looked. With the sandy soil in that area we had to make the hole safe; that required over excavation of the site. I have been trying to get a contractor to pour the driveway back, either most of them are too busy or don't want to do it. I ran into Kolbaum this morning and he is going to do it next week for us.

We sampled the lagoon and will probably have to start our discharge in August. I'm not sure if it's all the rain from June but usually we don't have to discharge until October as a rule.

This past spring a local contractor was building a home on Jack Nicklaus Drive was having a problem in locating the sewer line that was installed by Dunham Co. We had it Sewer-matic run a camera down the line to make sure that actually was a sewer line extended out to the property. While they were trying to run the camera down the main it was evident that

there was a lot of sand in the sewer main. Our jet truck was not large enough to handle the amount of sand that was going to have to be removed, so I hired Sewer-matic to clean the sewer main. We also discovered that Dunham Co. buried a manhole lid under asphalt in front of Toy VanRoekel's home.

The guys have routed cracks and are now filling them with tar. We have been sweeping streets and working on some alleys.

The summer help has been keeping up with the mowing of the City's property and properties that are in violation of the grass height ordinance.

We have fogged twice for the City of Jefferson and twice for the City of Elk Point.

Dan and Mark H. cleaned out at the end of Court St to remove some of the silt from all the rain. It should be cleaned out more and Dennis has sent a request to the SD DOT to have them clean it further to the east.

JULY 2014 FINANCE OFFICE DEPARTMENT HEAD REPORT

Payroll and accounts payable were done on July 7th, 8th & 21st.

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 First Dakota National, South Dakota FIT and Liberty National.

I am still working with Quam and Berglin on the 2013 Annual Audit to get it completed and filed with the Department of Legislative Audit. I have received a rough draft of the 2013 Financials from the auditors. I have started the MDA Report to be submitted.

The Swimming pool operations have been going pretty well. The pool is scheduled to close on August 17th at 5:00pm for the summer.

I also attended a SEAFOG meeting in Sioux Falls on July 16th.

We received one job application for Al Mahin's position. A recommendation for the position will be discussed at the meeting.

I have begun working on the 2015 Budget. Spreadsheets will be given to you at the regular meeting in September. I have met with some of the budget committees.

Total July 2014 Expenditures: \$309,447.45

Total June 2014 Revenues: \$305,012.88

First Dakota National Bank Checking Account Beginning Balance for June 2014: \$772,336.62

First Dakota National Bank Checking Account Ending Balance for June 2014: \$787,740.86

Water Reserve Account Ending Balance for June 2014 - \$: \$40,059.45

UDAG/Trust & Agency Account Ending Balance as of June 2014 – \$131,347.90

SD FIT Account Ending Balance as of July 2014 - \$562,057.69

Liberty National Bank CD - \$542,474.34

July 30th, 2014

August dept. head report

The police dept. has been doing many more residential checks as well as commercial checks. Word is now getting out that we offer that service and more people are asking us about it.

I have spoken to the local newspaper and we are currently working together to put a police dept. blog in the newspaper. I'm hoping that it will look very similar to what is done in other papers/depts.. Im hoping that this will provide more information to the public.

The Dare sch. For the year has been worked out at the school as well as other security plans and checks.

A Sobriety check point was held this month. We saw aprox. 28 vehicles, no violations were noted.

This month officers have attended mandatory certification in firearms and radar usage.

We are currently looking for an "on call" officer to fill a recently vacated position.

We are currently working on sending out violation letters to over 99 home and property owners who are in violation of ordinance 6.05 (Municipal Trees). We will also have the violation letter and maintance tips on the city website as an aide to homeowners.

Calls from June 29, 2013 – July 30th, 2014

Agency Assists - 21

(Ambulance /medical assists/ fire /so/highway Patrol)

Animal calls-8

Traffic Stops –47

Traffic Accident - 1

Commercial Door Checks –77

Residential Door Checks --53

Open doors found - 1

City business – 11

Complaint calls - 2

Warrant/Paper Services –4

Civil/ Family/ juvenile matters –5

Suspicious Activity –6

Other –15

Drug & alcohol offenses-3

Theft/burglary Investigation –3

Community Policing –6

Welfare check–2

Code Enforcement- 13

Security Check/Patrol- 51

Motorist assist - 2

Total calls for service as of July 30th: 271

