

Agenda
Elk Point City Council
Regular Meeting
Tuesday, July 12, 2022 @ 6:30pm
Elk Point City Hall

Study Session at 6:30pm. Regular council meeting will begin at 7:00pm

- (1) Call to Order and Roll Call
- (2) Approve Agenda
- (3) Approve Minutes
- (4) Approve Payment of Bills
- (5) Public Forum
 - Public Hearing at 7:00pm on a 1-foot side yard variance for Herrity Construction to build a new home at 1210 Jack Nicklaus Drive.
 - Public hearing (7:00pm) on a survey plat of Lots 31A and 33A in Block 5 of Country Club Estates Addition, an Addition to the City of Elk Point, South Dakota, Union County
- (6) Unfinished Business
 - Motion on Herrity Construction variance request.
 - Motion on Resolution #2022-5, survey plat of Lots 31A and 33A in Block 5 of Country Club Estates Addition, an Addition to the City of Elk Point, South Dakota, Union County
 - Approval of assignment for the sale of Hotei Property.
 - Motion to request prepayment of debt on the Sewer Fund Series 2008 Wastewater System Revenue Bond (\$65,834.43).
 - Motion to request prepayment of debt on the Sewer Fund Series 2006 Wastewater System Revenue Bond (\$37,477.72).
 - East River Annual meeting - Certificate of Delegate
 - Motion to approve pay request #3 to Nelson Commercial Construction for work completed on the Pool House.
 - August regular council meeting.
 - Resolution #2022-4, Tax Discretionary Formula per SDCL #10-6-137.
 - Motion to approve pay request #16 to Christiansen Construction Company for work completed on the Elk Point Aquatic Center project for \$53,832.65.
 - Motion to approve pay Change Order #7 to Christiansen Construction Company for work completed on the Elk Point Aquatic Center slide for \$1,549.00.
- (7) Executive Session per SDCL ##1-25-2 (3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters.
- (8) Department Head Reports
 - City Administrator
 - Finance Officer
 - Public Works Director
 - Police Chief

(11) Information Items

- July 2022 Calendar
- Overtime Report

Mission Statement

To provide services that promote the highest quality of life through cost effective and efficient governance.

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Study Session at 6:30pm. Regular council meeting will begin at 7:00pm
Bobbie Bohlen with HME Management will attend the study session. She would like to discuss the plan she has for bringing apartments to Elk Point. This will include a discussion on a forming a TIF District for the project.

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(6) Unfinished Business

- Motion on Herrity Construction variance request.
- Motion on Resolution #2022-5, survey plat of Lots 31A and 33A in Block 5 of Country Club Estates Addition, an Addition to the City of Elk Point, South Dakota, Union County
- Approval of assignment for the sale of Hotei Property.
Hotei Property is selling Eagle Estates to Villa Village Mobile Home Park L.L.C. This approval is to maintain the tax forgiveness agreement we completed in 2019 with the sale of the property.
- Motion to request prepayment of debt on the Sewer Fund Series 2008 Wastewater System Revenue Bond (\$65,834.43).
During last year's budget cycle, the council requested that we continue taking care of some of our smaller debts. This is the second payment towards doing that.
- Motion to request prepayment of debt on the Sewer Fund Series 2006 Wastewater System Revenue Bond (\$37,477.72).
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- East River Annual meeting - Certificate of Delegate
- Motion to approve pay request #3 to Nelson Commercial Construction for work completed on the Pool House.
- August regular council meeting.
- Resolution #2022-4, Tax Discretionary Formula per SDCL #10-6-137.

During the most recent legislative session, the maximum qualified years for a Discretionary Formula has been extended from 5 years to 7. The only changes are the amount of years, and the percentage breakdown each year.

- Motion to approve pay request #16 to Christiansen Construction Company for work completed on the Elk Point Aquatic Center project for \$53,832.65.
- Motion to approve pay Change Order #7 to Christiansen Construction Company for work completed on the Elk Point Aquatic Center slide for \$1,549.00.

This change order is for the for the slide's foot valves on the recirculation pump and feature pump suction.

- (7) Executive Session per SDCL ##1-25-2 (3) Consulting with legal counsel or reviewing communications from legal counsel about proposed or pending litigation or contractual matters.
- (8) Department Head Reports
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- (11) Information Items
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Mission Statement

To provide services that promote the highest quality of life through cost effective and efficient governance.

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

The Elk Point City Council met in regular session on Monday, June 6, 2022, at 6:30pm in the council chambers of City Hall located at 106 W. Pleasant Street with Mayor McCreary presiding and these members present: Abraham, Penfield, Hurlbert, Verros and VonHaden. Irlbeck was absent. Also present were City Attorney Thompson, City Engineer Nebelsick, City Administrator Tuttle, Public Works Director Job, Police Chief Limoges, and Finance Officer Hammitt.

The meeting began at 6:30pm with study session and the regular council meeting began at 7:00pm.

Motion made by Penfield, seconded by VonHaden to approve the agenda. All in favor.

VonHaden moved and Verros seconded a motion to approve the minutes from the May 2, 2022, council meeting. Unanimous.

Motion and second, Abraham/Penfield to approve the following salaries and bills and to instruct the Finance Officer for payment of the same. All in favor. Salaries: General Fund: \$92,884.91; Enterprise Fund: \$34,369.49; Fringe Benefits: General Fund: \$23,459.67; Enterprise Fund: \$9,277.49; Bills: ABRA-supplies: \$447.30; Ace Engine and Parts-supplies: \$177.30; American Digital Memories, LLC-library microfilm: \$11,560.96; American Fence Co.-supplies: \$11,280.66; Amsoil, Inc.-supplies: \$429.57; Avera Occupations Med-professional services: \$126.00; Avery Brothers-sign: \$243.00; Bomgaars-supplies: \$40.48; Border States Electric Supply-supplies: \$3,507.99; Broadcaster Press-publishing: \$1,367.78; Cardmember Services-supplies: \$6,417.86; City of Vermillion-tipping fees: \$5,622.45; Conley, Neilson-cell phone reimbursement: \$60.00; Craig Thompson Law Office-professional services: \$867.60; Dakota Pump, Inc.-supplies: \$7,675.00; DANR Fiscal Office-dues: \$600.00; ECI Systems-supplies: \$300.00; Elk Point Ace Hardware-supplies: \$2,856.53; Fenske, Nick-cell phone reimbursement: \$120.00; First Rate Excavate, Inc.-polyline wet well: \$308,745.00; Flags Unlimited 2-supplies: \$452.23; Fleet US LLC-supplies: \$58.50; Floyd River Materials-supplies: \$2,305.68; Geary, Andrea-cell phone reimbursement: \$120.00; GWorks-professional services: \$1,416.31; Hammitt, Erika-cell phone & travel reimbursement: \$185.00; Hanson, Mark-cell phone reimbursement: \$120.00; Hawkins, Inc.-supplies: \$1,059.62; Hotei Properties, LLC-tax abatement: \$14,381.70; Hutcheson, Kim-cell phone and travel reimbursement: \$258.50; Hydraulic Sales & Services Co.-supplies: \$403.85; Ingram Library Services-library books: \$375.70; Jack's Uniforms & Equipment-uniforms: \$1,554.68; JCL Sioux Falls Branch-supplies: \$216.83; Jeff's Lawn Care-repairs: \$132.60; Jim Hawk Trailers-repairs: \$241.94; Job, Trevor-cell phone reimbursement: \$300.00; Johnson, Sophia-training reimbursement: \$50.00; Jones' Food Center-supplies: \$212.46; Keegan, Justin-cell phone and uniform reimbursement: \$272.97; Kurita America, Inc.-media filters: \$70,983.00; Leader-Courier-publishing: \$811.57; Limoges, Jacob-cell phone reimbursement: \$300.00; Matheson Tri-Gas-supplies: \$58.21; McCreary, Tory-tax abatement: \$611.82; Menards-supplies: \$1,502.20; Metering & Technology Solution-supplies: \$892.21; Midcontinent Communications-utilities: \$690.11; Midwest Alarm Company, Inc.-monitoring services: \$75.00; Midwest Mini Melts-pool concessions: \$704.00; Midwest Wheel Companies-supplies: \$28.61; Mingo, Tim-repairs: \$829.15; Mockler, Todd-cell phone reimbursement:

\$140.00; MSC-supplies: \$1,881.58; MSC Industrial Supply Co.-supplies: \$541.66; New Century Press-publishing: \$592.50; Northern State University-training: \$121.45; Odell, Kevin-repairs: \$902.99; One Office Solution-office expense: \$153.87; Orkin-maintenance: \$318.44; Pedersen Machine, Inc.-repairs: \$664.69; Per Mar Security Systems-monitoring services: \$503.40; Poppen, Skyler-cell phone reimbursement: \$120.00; Pyle, Kirk-cell phone reimbursement: \$120.00; RJ Thomas MFG Co. & Pilot Rock-supplies: \$11,153.00; Roan, Gary-professional services: \$680.00; Runnings Supply-supplies: \$48.15; Sanford Health Plan-insurance: \$13,445.84; Schaeffer, Lee-tax abatement: \$1,274.14; Schaeffer, Ryan-tax abatement: \$585.52; Select Parts, Inc.-repairs: \$13.10; Sign Solutions-supplies: \$977.83; SODEXO-training: \$128.41; Sooland Bobcat-supplies: \$156.43; South Dakota One Call-locate tickets: \$66.15; Southeast Farmers Coop.-auto expense: \$5,372.27; Southeast SD Tourism Assoc.-dues: \$265.00; Staples Credit Plan-office expense: \$183.77; State Industrial Products-supplies: \$1,349.61; Strawn, Willis-uniforms: \$220.00; Sturdevant's -repairs: \$384.94; Thein Well-repairs: \$26,732.69; Trudeau, Corey-cell phone reimbursement: \$120.00; Tudogs Computing, LTD-professional services: \$240.00; Tuttle, Derek-cell phone reimbursement: \$300.00; Union County Electric Coop.-utilities: \$4,033.00; Union County Register of Deeds-filing fees: \$94.00; USA Bluebook-supplies: \$422.31; Utility Equipment Company-supplies: \$1,967.80; VanRoekel, Troy-cell phone reimbursement: \$120.00; Verizon Wireless-utilities: \$411.44; Wesco Distribution-supplies: \$607.56

A public hearing was held at 7:00pm on a survey plat of Lots 1 and 2 of Laferriere's. Addition, Elk Point City, South Dakota, Union County. No opposition was heard.

A public hearing was held at 7:00pm on a variance request of Lots 1 and 2 of Laferriere's Addition, Elk Point City, South Dakota, Union County. No opposition was heard.

Police Chief Limoges commended and presented a plaque to Police Officer Fenske for his acts of bravery during the event that took place on April 1, 2022.

Motion made by VonHaden, seconded by Penfield to approve the variance request by Laferriere's. Unanimous.

VonHaden moved and Penfield seconded a motion to the following Resolution on the survey plat of Laferriere's Addition. All in favor.

RESOLUTION #2022-2

RESOLUTION APPROVING A SURVEY PLAT

A survey plat having been filed by Laferriere Family Living Trust, requesting the following described portion of property be platted, to wit:

That Lots 1 and 2 of Laferriere's Addition, in the City of Elk Point, Union County, South Dakota be platted;

BE IT HEREBY RESOLVED by the City Council of the City of Elk Point, South Dakota, that the following described survey plat, to wit:

That Lots 1 and 2 of Laferriere's Addition, in the City of Elk Point, Union County, South Dakota is hereby platted.

Dated this 6th day of June 2022.

Voting in favor of this Resolution: VonHaden, Penfield, Abraham, Hurlbert, and Verros.

Voting against: No one.

CITY OF ELK POINT

Deb McCreary
Mayor

ATTEST: Erika Hammitt
Finance Officer

Motion and second, VonHaden/Penfield to approve change order #1 for \$14,635.00 for the Corydon Drive project. Unanimous.

Motion made by Penfield, seconded by VonHaden to approve pay request #3 (final) for \$30,987.23 for work completed on the Corydon Street project. All in favor.

VonHaden moved and Abraham seconded a motion to hire Sophia Giorgio as a lifeguard at \$12.00/hour. Unanimous.

Motion and second, Abraham/Penfield to hire Willis Strawn IV as a full-time Police Officer at \$21.00/hour. All in favor.

Matt Klein, General Manager of Union County Electric Cooperative, Inc. attended the meeting to discuss the service territory exchange agreement between the City of Elk Point and Union County Electric Cooperative, Inc. Council was concerned about the exchange of properties without the owners being notified. The agreement was tabled until both property owners can be notified.

Motion made by Penfield, seconded by Abraham to approve pay request #15 to Christiansen Construction for \$64,694.64 for the Swimming Pool project. Unanimous.

Penfield moved and Abraham seconded a motion to advertise for bids for the Heritage Park Storm Shelter/Bathhouse Project. All in favor.

The regular meeting for July was rescheduled for Tuesday, July 12, 2022, at 7:00pm.

Motion and second, Penfield/Abraham to go into executive session at 8:07pm per SDCL #1-25-2 (1) Discussing the qualifications, competence, performance, character or fitness of any public

officer or employee or prospective public officer or employee. The term, employee, does not include any independent contractor. Unanimous.

Mayor McCreary declared the council out of executive session at 8:15pm.

Motion made by Penfield, seconded by Abraham to approve the public works department union negotiations agreement. All in favor.

Penfield moved and Abraham seconded a motion to adjourn, Unanimous.

Attest: Erika Hammitt
Finance Officer

Deb McCreary
Mayor

Publish: June 16, 2022

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

The Elk Point City Council met in regular session on Tuesday, June 28, 2022, at 7:00am in the council chambers of City Hall located at 106 W. Pleasant Street with President Penfield presiding and these members present: VonHaden, Hurlbert, Verros, and Irlbeck. Abraham and McCreary were absent. Also present were City Administrator Tuttle, and Finance Officer Hammitt.

Motion made by VonHaden, seconded by Irlbeck to approve the agenda. All in favor.

A public hearing at 7:00am on a Survey Plat of Tract A & B of Lot 5 and Lot 6 and the Vacated East 10-feet of Pearl Street, Block 5, Carpenter's Addition, in the City of Elk Point, Union County, South Dakota.

A public hearing 7:00am on a one-day malt beverage license for Clay Union Foundation for the "Get to the Point" Vendor Fair and Beer Garden on September 24, 2022.

VonHaden moved and Penfield seconded a motion to approve the following Resolution on the Survey Plat of Tract A & B of Lot 5 and Lot 6 and the Vacated East 10-feet of Pearl Street, Block 5, Carpenter's Addition, in the City of Elk Point, Union County, South Dakota. All in favor.

RESOLUTION #2022-3 RESOLUTION APPROVING A SURVEY PLAT

A survey plat having been filed by Huber Rentals, LLC, requesting the following described portion of property be platted, to wit:

That Tract A & B of Lot 5 and Lot 6 and the Vacated East 10-feet of Pearl Street, Block 5, Carpenter's Addition, in the City of Elk Point, Union County, South Dakota be platted;

BE IT HEREBY RESOLVED by the City Council of the City of Elk Point, South Dakota, that the following described survey plat, to wit:

That Tract A & B of Lot 5 and Lot 6 and the Vacated East 10-feet of Pearl Street, Block 5, Carpenter's Addition, in the City of Elk Point, Union County, South Dakota is hereby platted.

Dated this 28th day of June 2022.

Voting in favor of this Resolution: VonHaden, Penfield, Irlbeck, Hurlbert, and Verros.

Voting against: No one.

CITY OF ELK POINT

Deb McCreary

Mayor

ATTEST: Erika Hammitt
Finance Officer

Verros moved and Irlbeck seconded the motion to approve a one-day malt beverage license for Clay-Union Foundation, Inc. on September 24, 2022, for the "Get to the Point" Vendor Fair and Beer Garden. Unanimous.

Motion made by VonHaden, seconded by Verros to approve a temporary easement (1 foot) between the City of Elk Point and Liberty National Bank on Tract 1: The East Half (E1/2) of Lot 3 in Block 32 of Original Townsite of the City of Elk Point, Union County, South Dakota, and the East Half (E1/2) of Lot 3 in Block 2 of Wixson Addition to the City of Elk Point, Union County, South Dakota. All in favor.

Motion to adjourn, VonHaden/Hurlbert. Unanimous.

Attest: Erika Hammitt
Finance Officer

Deb McCreary
Mayor

Publish: July 7, 2022

VENDOR NAME	REFERENCE	VENDOR TOTAL
AMERICAN FENCE CO SIOUX CITY	POOL FENCE	12,006.65
AMERICAN POP CORN COMPANY	POPCORN FOR POOL CONCESSIONS	72.00
B & D DIAMOND PRO INC	BASEBALL FIELD SUPPLIES	367.10
BORDER STATES INDUSTRIES	ITRON MOBILE RADIO	3,657.51
BRICK MARKERS	POOL BRICKS	639.00
CARDMEMBER SERVICES	SUPPLIES	4,916.50
CHESTERMAN COMPANY	POOL DRINKS	522.50
CITY OF VERMILLION	TIPPING FEES	4,830.42
COMBINED POOL AND SPAS	POOL SUPPLIES	361.50
CORE-MARK MIDCONTINENT INC	FOOD FOR POOL CONCESSIONS	2,601.73
CRAIG THOMPSON LAW OFFICE	ATTORNEY FEES	1,823.70
DAKOTA PUMP INC	REPAIRED LAGOON PUMP	3,261.74
DEMCO INC	LIBRARY SUPPLIES	147.93
ELK POINT ACE HARDWARE	SUPPLIES	2,686.42
ELK POINT CHAMBER	2022 CHAMBER DUES	100.00
FLOYD RIVER MATERIALS	BLACK DIRT FOR POOL	4,193.80
GNOWKS	ADDITIONAL PUBLIC USERS	1,800.00
HAILEY MELANIE	REIMBURSE HALF LIFEGUARD TRAIN	100.00
HAWKINS INC	AZONE & PH DOWN	6,172.91
INGRAM LIBRARY SERVICES	LIBRARY BOOKS	373.82
INTL ASSOC OF CHIEFS OF POLICE	ACTIVE DUES 1/1/22 - 12/31/22	190.00
JACKS UNIFORMS & EQUIP	WILL CLOTHING ALLOWANCE	558.55
JONES FOOD CENTER	SUPPLIES	112.25
KURITA AMERICA INC	WATER TREATMENT PLANT	7,887.00
LEADER COURIER	PUBLISHING	127.60
LOFFLER	CANON COPIER FOR LIBRARY	367.36
MATHESON TRI-GAS	ARGON & OXYGEN	56.75
MCCREARY TORY	REIMBURSE FOR POOL SUPPLIES	24.91
MCLAURY ENGINEERING	CORYDON DR WATER & SEWER EXP21	2,382.48
MENARDS	POOL SUPPLIES & AMOUNT	1,347.76
METERING & TECHNOLOGY SOLUTION	WATER SUPPLIES	893.29
MIDCONTINENT COMMUNICATIONS	PHONE & INTERNET	897.12
MR GOLF CAR INC	DRIVE CLUTCH & PULLER REPAIR	625.70
MSC	FIRST AID KIT W/4 SHELF 1300PC	1,164.15
MSC INDUSTRIAL SUPPLY CO	M18 INFLATOR MILWAUKEE	203.99
MUSCO SPORTS LIGHTING LLC	LAMP AND LENS/RING ASSEMBLY	185.52
NORBY CARA	REIMBURSE HALF LIFEGUARD TRAIN	34.61
ODELL KEVIN	REPAIRS TO MAIN LIFT STATION	285.71
ONE SOURCE	POLICE BACKGROUND CHECKS	344.00
PER MAR SECURITY SYSTEMS	SERVICE CALL	365.00
RESCO	50 & 85 GALLON WATER HEATERS	9,141.00
RICHARZ REPAIR	REPAIRS TO JET TRUCK	3,291.74
RITELWAY BUSINESS FORMS	CAMPING FORMS	432.14
RUNNINGS SUPPLY	PRESSURE WASHER TILLER STRAPS	2,459.97
SANFORD HEALTH OCC MED	DRUG TEST TODD MOCKLER	25.00
SANFORD HEALTH PLAN	MONTHLY PREMIUM	14,702.46
SOUTH DAKOTA ONE CALL	LOCATE TICKETS	63.00
SOUTHEAST FARMERS COOP	FUEL & INSECTICIDE	6,999.53
STAN HOUSTON	LOW FLOW SILT FENCE FOR POOL	60.00
STAPLES CREDIT PLAN	MIRCROSOFT DESKTOP	19.98
STATE INDUSTRIAL PRODUCTS	DUNHAM MONTHLY MAINTENANCE	1,038.58
STURDEVANTS	FREON WIPER BLADES FILTERS	1,062.31
TRANSOURCE	NIPPLE & SLEEVE	325.03
TUDOGS COMPUTING, LTD	NEW OFFICER & NEW CITY HALL	2,030.17

CLAIMS REPORT
Vendor Checks: 7/12/2022- 7/12/2022

VENDOR NAME	REFERENCE	VENDOR TOTAL
TUTTLE DEREK	REIMBURSE POOL SUPPLIES AMAZON	383.69
UNION COUNTY ELEC COOP	ELECTRIC	2,161.00
UNION COUNTY REG OF DEEDS	COPIES	1.00
USA BLUEBOOK	PLATE & WING NUT	98.81
UTILITY EQUIPMENT COMPANY	FORCE MAIN REPAIR	2,323.54
VERIZON WIRELESS	CELL PHONES & TOUGH BOOKS	205.72
WATERMAN CAMERON	REIMBURSE HALF LIFEGUARD TRAIN	87.50
WESCO DISTRIBUTION	CABLE	25,376.83
WORKFORCE SOUTH	PRE-EMPLOYMENT PHYICAL WILLIS	175.00
ZIMCO SUPPLY CO	CHEMICALS FOR BALL FIELDS	176.37
		=====
	Accounts Payable Total	141,329.35
	Payroll Checks	
		=====
	Report Total	141,329.35
		=====

CLAIMS REPORT
CLAIMS FUND SUMMARYPage 3
Payroll Checks: 7/12/2022- 7/12/2022

FUND	NAME	AMOUNT
101	GENERAL	60,948.91
602	WATER	18,174.56
604	SEWER	14,494.71
610	ELECTRIC	37,992.64
612	SOLID WASTE	9,718.53

	TOTAL FUNDS	141,329.35

REVENUE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RCVD	UNCOLLECTED
101-10000-31100	GENERAL PROPERTY TAXES	.00	.00	.00	.00	.00
101-10000-31110	GEN PROP TAXES CURRENT YR	964,600.00	434,456.11	504,288.36	52.28	460,311.64
101-10000-31120	GEN PROP TAXES LAST YEAR	5,000.00	.00	.00	.00	5,000.00
101-10000-31130	GEN PROP TAXES PRIOR YR	1,000.00	.00	.00	.00	1,000.00
101-10000-31160	GEN PROP TX ALL PRIOR YRS	.00	.00	.00	.00	.00
101-10000-31170	GEN PROP TX MOBILE HOMES	4,000.00	178.64	1,406.67	35.17	2,593.33
101-10000-31190	GEN PROP TAXES ON OTHER	.00	.00	.00	.00	.00
101-10000-31300	GEN SALES AND USE TAXES	700,000.00	71,244.64	372,781.78	53.25	327,218.22
101-10000-31400	GROSS RECEIPTS BUSINES TX	.00	.00	.00	.00	.00
101-10000-31500	AMUSEMENT TAXES	200.00	.00	.00	.00	200.00
101-10000-31900	PENLATY/INT DELINQ TAXES	.00	.00	.00	.00	.00
101-10000-32000	LICENSES AND PERMITS	8,500.00	215.00-	1,925.00	22.65	6,575.00
101-10000-32200	RIGHT OF WAY LICENSING FE	.00	.00	.00	.00	.00
101-10000-32400	VIDEO AND LOTTERY FEE	1,450.00	.00	.00	.00	1,450.00
101-10000-33100	FEDERAL GRANTS	.00	.00	1,889.07	.00	1,889.07-
101-10000-33140	LAND/WATER CONSERV ASSIST	.00	.00	.00	.00	.00
101-10000-33200	FEDERAL SHARED REVENUE	.00	.00	.00	.00	.00
101-10000-33499	OTHER STATE GRANTS	1,500.00	.00	12,880.00	858.67	11,380.00-
101-10000-33500	STATE SHARED REVENUE	14,000.00	.00	10,802.02	77.16	3,197.98
101-10000-33510	BANK FRANCHISE TAX	12,500.00	.00	18,872.18	150.98	6,372.18-
101-10000-33530	LIQUOR TAX REVERSION	.00	.00	.00	.00	.00
101-10000-33540	MOTOR VEHICLE LICENSES	26,000.00	1,493.16	12,880.55	49.54	13,119.45
101-10000-33570	LICENSE REVERSION	.00	.00	.00	.00	.00
101-10000-33580	LOCAL GOV HWY/BRIDGE	15,000.00	10,006.90	10,542.06	70.28	4,457.94
101-10000-33590	OTHER STATE SHARED REV	10,000.00	1,355.50	2,802.85	28.03	7,197.15
101-10000-33800	COUNTY SHARED REVENUE	.00	.00	.00	.00	.00
101-10000-33830	COUNTY WHEEL TAX	6,000.00	430.17	2,509.09	41.82	3,490.91
101-10000-33900	COUNTY PAY IN LIEU OF TAX	.00	.00	.00	.00	.00
101-10000-34000	CHGS FOR GOODS/SERVICES	500.00	.00	.00	.00	500.00
101-10000-34100	GENERAL GOVERNMENT	.00	.00	.00	.00	.00
101-10000-34110	ZONING/SUBDIVISION FEES	5,000.00	1,164.00	1,542.00	30.84	3,458.00
101-10000-34120	SALE OF MAPS/PUBLICATIONS	.00	.00	.00	.00	.00
101-10000-34190	OTHER GEN GOVERNMENT	.00	.00	.00	.00	.00
101-10000-34200	PUBLIC SAFETY	500.00	.00	.00	.00	500.00
101-10000-34290	OTHER PUBLIC SAFETY	200.00	.00	.00	.00	200.00
101-10000-34520	ANIMAL CTRL/SHELTER FEE	500.00	.00	.00	.00	500.00
101-10000-34620	SWIMMING POOL FEES	.00	.00	.00	.00	.00
101-10000-34621	DAILY FEES	8,000.00	.00	.00	.00	8,000.00
101-10000-34622	SINGLE MEMBERSHIPS	1,500.00	.00	.00	.00	1,500.00
101-10000-34623	FAMILY MEMBERSHIPS	7,000.00	.00	.00	.00	7,000.00
101-10000-34624	SWIMMING LESSONS	1,000.00	.00	.00	.00	1,000.00
101-10000-34640	CONCESSIONS	7,500.00	.00	.00	.00	7,500.00
101-10000-34670	SIGN ADVERTISEMENT FEES	200.00	.00	109.00	54.50	91.00
101-10000-34690	OTHER CULTURE/RECREATION	5,000.00	802.78	2,013.79	40.28	2,986.21
101-10000-35000	FINES/FORFEITURES	1,000.00	.00	.00	.00	1,000.00
101-10000-35100	COURT FINES/FORFEITURES	250.00	.00	3,843.32	1,537.33	3,593.32-
101-10000-35900	OTHER FINES/FORFEITURES	.00	.00	.00	.00	.00
101-10000-36000	MISCELLANEOUS REVENUE	50.00	359.79	6,755.97	3,511.94	6,705.97-
101-10000-36100	INTEREST EARNED	10,000.00	795.18	3,522.62	35.23	6,477.38
101-10000-36200	RENTALS	3,600.00	300.00	1,500.00	41.67	2,100.00
101-10000-36300	SPECIAL ASSESSMENTS	.00	.00	.00	.00	.00

REVENUE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
101-10000-36310	PRINCIPAL COLLECTED BY COUNTY	3,800.00	.00	118.54	3.12	3,681.46
101-10000-36320	INTEREST/PENLATY COLLECT CNTY	2,400.00	.00	118.42	4.93	2,281.58
101-10000-36330	PRINCIPAL COLLECTED BY MUNICIPAL	.00	.00	.00	.00	.00
101-10000-36340	INTEREST/PENLATY COLLECT MUNI	.00	.00	.00	.00	.00
101-10000-36600	GAIN ON SALE FIXED ASSET	.00	.00	.00	.00	.00
101-10000-36700	CONT/DONATION - PRIVATE	.00	3,000.00	149,500.00	.00	149,500.00-
101-10000-36900	OTHER MISC REVENUE	.00	.01	.01	.00	.01-
101-10000-38610	SALE OF LOTS	5,000.00	1,000.00	3,750.00	75.00	1,250.00
101-10000-38620	GRAVE DIGGING CHARGES	3,000.00	1,075.00	1,675.00	55.83	1,325.00
101-10000-38690	OTHER CEMETERY REVENUE	.00	.00	.00	.00	.00
101-10000-38750	CABLE TV FRANCHISE FEE	11,000.00	80.33	181.50	1.65	10,818.50
101-10000-39000	OTHER SOURCES OF REVENUE	.00	.00	.00	.00	.00
101-10000-39100	OTHER FINANCING SOURCES	.00	.00	.00	.00	.00
101-10000-39121	BOND PROCEEDS	94,700.00	42,774.87	49,746.60	52.53	44,953.40
101-10000-39130	SALE OF GENERAL FIXED ASSETS	52,000.00	.00	.00	.00	52,000.00
101-10000-39140	COMP FOR LOSS/DAM GEN FIX ASST	.00	.00	.00	.00	.00
101-51100-39110	OPERATING TRANSFERS IN - GEN	.00	.00	.00	.00	.00
	GENERAL TOTAL	1,993,450.00	570,302.08	1,177,956.40	59.09	815,493.60
200-10000-31400	GROSS RECEIPTS BUSINES TX	.00	.00	.00	.00	.00
200-10000-36000	MISCELLANEOUS REVENUE	.00	.00	.00	.00	.00
200-10000-36100	INTEREST EARNED	25.00	5.37	29.32	117.28	4.32-
200-10000-36330	PRINCIPAL COLLECTED BY MUNI	.00	.00	.00	.00	.00
200-10000-36340	INTEREST/PENLATY COLLECT MUNI	4,700.00	317.42	1,861.61	39.61	2,838.39
200-10000-39100	OTHER FINANCING SOURCES	.00	.00	.00	.00	.00
200-51100-39110	TRANSFERS IN - SPEC REV	.00	.00	.00	.00	.00
	SPECIAL REVENUE TOTAL	4,725.00	322.79	1,890.93	40.02	2,834.07
201-10000-36100	INTEREST EARNED	.00	.00	.00	.00	.00
201-51100-39110	TRANSFERS IN - LIBRARY	.00	.00	.00	.00	.00
	LIBRARY TOTAL	.00	.00	.00	.00	.00
211-10000-31400	GROSS RECEIPTS BUSINES TX	27,300.00	2,713.41	13,669.18	50.07	13,630.82
211-10000-36700	CONT/DONATION - PRIVATE	.00	.00	.00	.00	.00
211-51100-39110	TRANSFERS IN - LIQ/LODG/DINE/S	.00	.00	.00	.00	.00
	LIQ/LODG/DINE SALES TAX TOTAL	27,300.00	2,713.41	13,669.18	50.07	13,630.82
500-10000-33100	FEDERAL GRANTS	.00	.00	.00	.00	.00
500-10000-33130	COMM DEVELOP BLOCK GRANT	.00	.00	.00	.00	.00

REVENUE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
500-10000-33175	COMMUNITY ACCESS GRANT	.00	.00	.00	.00	.00
500-10000-33499	OTHER STATE GRANTS	.00	.00	.00	.00	.00
500-10000-36000	MISCELLANEOUS REVENUE	.00	.00	.00	.00	.00
500-10000-36100	INTEREST EARNED	.00	.00	.00	.00	.00
500-10000-39000	OTHER SOURCES OF REVENUE	.00	.00	.00	.00	.00
500-10000-39121	BOND PROCEEDS	1,500,000.00	.00	.00	.00	1,500,000.00
500-51100-39110	TRANSFERS IN - CAPITAL PROJECT	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	CAPITAL PROJECT TOTAL	1,500,000.00	.00	.00	.00	1,500,000.00
		=====	=====	=====	=====	=====
602-43300-33100	FEDERAL GRANTS	.00	.00	.00	.00	.00
602-43300-33499	OTHER STATE GRANTS	.00	.00	.00	.00	.00
602-43300-36100	INTEREST EARNED	.00	1.94	9.45	.00	9.45-
602-43300-36200	RENTALS	.00	.00	.00	.00	.00
602-43300-36700	CONT/DONATION - PRIVATE	.00	.00	.00	.00	.00
602-43300-36900	OTHER MISC REVENUE	.00	.00	.00	.00	.00
602-43300-38100	WATER REVENUE	.00	.00	.00	.00	.00
602-43300-38120	BULK WATER SALES	.00	110.36	721.73	.00	721.73-
602-43300-38130	SURCHARGE	28,000.00	2,331.52	11,725.79	41.88	16,274.21
602-43300-38180	SALE OF SUPPLIES/MATERIAL	.00	.00	.00	.00	.00
602-43300-38190	OTHR WATER REVENUE	.00	.00	.00	.00	.00
602-43300-38295	PENLATY CHARGES	2,000.00	176.63	672.85	33.64	1,327.15
602-43300-38380	UTILITY CONNECT FEES	1,500.00	.00	.00	.00	1,500.00
602-43300-38810	METERED/FLAT RATE WATER	513,000.00	46,112.39	189,769.52	36.99	323,230.48
602-43300-39100	OTHER FINANCING SOURCES	.00	.00	.00	.00	.00
602-43300-39130	SALE OF FIXED ASSET	.00	.00	.00	.00	.00
602-51100-39110	TRANSFERS IN - WATER	.00	.00	.00	.00	.00
		=====	=====	=====	=====	=====
	WATER TOTAL	544,500.00	48,732.84	202,899.34	37.26	341,600.66
		=====	=====	=====	=====	=====
604-43200-33100	FEDERAL GRANTS	.00	.00	.00	.00	.00
604-43200-33499	OTHER STATE GRANTS	.00	.00	.00	.00	.00
604-43200-36000	MISCELLANEOUS REVENUE	.00	.00	.00	.00	.00
604-43200-36100	INTEREST EARNED	.00	.00	.00	.00	.00
604-43200-36600	GAIN ON SALE FIXED ASSET	.00	.00	.00	.00	.00
604-43200-36700	CONT/DONATION - PRIVATE	.00	.00	.00	.00	.00
604-43200-36900	OTHER MISC REVENUE	.00	.00	.00	.00	.00
604-43200-38130	SURCHARGE	44,900.00	3,733.40	18,719.92	41.69	26,180.08
604-43200-38180	SALE OF SUPPLIES/MATERIAL	.00	.00	.00	.00	.00
604-43200-38220	SALE OF SUPPLIES/MATERIAL	.00	.00	.00	.00	.00
604-43200-38295	PENLATY CHARGES	2,000.00	152.94	584.35	29.22	1,415.65
604-43200-38300	SEWER REVENUE	.00	.00	.00	.00	.00
604-43200-38310	SEWER CHARGES	347,050.00	31,892.14	155,408.40	44.78	191,641.60
604-43200-38380	UTILITY CONNECT FEES	1,000.00	.00	.00	.00	1,000.00
604-43200-38390	OTHER SEWER REVENUE	.00	.00	.00	.00	.00
604-43200-39000	OTHER SOURCES OF REVENUE	.00	.00	.00	.00	.00
604-43200-39100	OTHER FINANCING SOURCES	.00	.00	.00	.00	.00

REVENUE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
604-43200-39130	SALE OF FIXED ASSET	.00	37,100.00	40,966.38	.00	40,966.38-
604-51100-39110	TRANSFERS IN - SEWER	.00	.00	.00	.00	.00
	SEWER TOTAL	394,950.00	72,878.48	215,679.05	54.61	179,270.95
610-43400-33499	OTHER STATE GRANTS	.00	.00	.00	.00	.00
610-43400-36000	MISCELLANEOUS REVENUE	.00	.00	.00	.00	.00
610-43400-36100	INTEREST EARNED	5,000.00	.00	.00	.00	5,000.00
610-43400-38200	ELECTRIC REVENUE	.00	.10-	.10-	.00	.10
610-43400-38210	METERED SALES	1,950,000.00	128,210.86	780,839.62	40.04	1,169,160.38
610-43400-38220	SALE OF SUPPLIES/MATERIAL	.00	1,531.00	4,434.31	.00	4,434.31-
610-43400-38230	METER COLLECTIONS	.00	.00	.00	.00	.00
610-43400-38240	RETURN CHECK CHARGES	500.00	.00	.00	.00	500.00
610-43400-38290	OTHER ELECTRIC REVENUE	58,000.00	18,456.91	28,445.89	49.04	29,554.11
610-43400-38295	PENLATY CHARGES	6,000.00	578.32	4,221.34	70.36	1,778.66
610-43400-38296	RECONNECTION CHARGES	2,000.00	150.00	825.00	41.25	1,175.00
610-43400-38380	UTILITY CONNECT FEES	1,000.00	.00	.00	.00	1,000.00
610-43400-38810	COLLECTION FEES	.00	.00	.00	.00	.00
610-43400-39100	OTHER FINANCING SOURCES	.00	.00	.00	.00	.00
610-43400-39130	SALE OF FIXED ASSET	20,000.00	.00	.00	.00	20,000.00
610-43400-39140	COMP FOR LOSS/DAM FIX A	.00	.00	.00	.00	.00
610-51100-39110	TRANSFERS IN - ELECTRIC	.00	.00	.00	.00	.00
	ELECTRIC TOTAL	2,042,500.00	148,926.99	818,766.06	40.09	1,223,733.94
612-43250-35000	FINES/FORFEITURES	.00	.00	.00	.00	.00
612-43250-36100	INTEREST EARNED	.00	.00	.00	.00	.00
612-43250-38180	SALE OF SUPPLIES/MATERIAL	.00	.00	105.99	.00	105.99-
612-43250-38295	PENLATY CHARGES	1,000.00	96.50	398.43	39.84	601.57
612-43250-38800	SOLID WASTE REVENUE	226,000.00	19,388.05	97,609.03	43.19	128,390.97
612-43250-38810	COLLECTION FEES	.00	.00	.00	.00	.00
612-43250-38820	LANDFILL FEES	1,800.00	.00	919.00	51.06	881.00
612-43250-38890	OTHER SOLID WASTE REVENUE	1,500.00	122.41	328.92	21.93	1,171.08
612-43250-39100	OTHER FINANCING SOURCES	.00	.00	.00	.00	.00
612-43250-39130	SALE OF FIXED ASSET	.00	.00	.00	.00	.00
612-43250-39140	COMP FOR LOSS/DAM FIX A	.00	.00	.00	.00	.00
612-51100-39110	TRANSFERS IN - SOLID WASTE	.00	.00	.00	.00	.00
	SOLID WASTE TOTAL	230,300.00	19,606.96	99,361.37	43.14	130,938.63
700-10000-34000	CHGS FOR GOODS/SERVICES	.00	.00	.00	.00	.00
700-10000-34630	RECREATION PROGRAM FEES	.00	.00	.00	.00	.00
700-10000-36100	INTEREST EARNED	.00	.00	.00	.00	.00
700-10000-36700	CONT/DONATION - PRIVATE	.00	.00	.00	.00	.00
700-10000-36910	LOAN PAYMENT - EAST REIVER	.00	.00	.00	.00	.00

REVENUE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD BALANCE	YTD BALANCE	PERCENT RECVD	UNCOLLECTED
700-10000-37000	TRUST/AGENCY	.00	.00	.00	.00	.00
700-10000-39100	OTHER FINANCING SOURCES	.00	.00	.00	.00	.00
700-51100-39110	TRANSFERS IN - TRUST & AGENCY	.00	.00	.00	.00	.00
	=====	=====	=====	=====	=====	=====
	TRUST & AGENCY TOTAL	.00	.00	.00	.00	.00
	=====	=====	=====	=====	=====	=====
800-51100-39110	TRANSFERS IN - GEN LT DEBT	.00	.00	.00	.00	.00
	=====	=====	=====	=====	=====	=====
	GENERAL LT DEBT TOTAL	.00	.00	.00	.00	.00
	=====	=====	=====	=====	=====	=====
900-51100-39110	TRANSFERS IN - GEN FIXED ASSET	.00	.00	.00	.00	.00
	=====	=====	=====	=====	=====	=====
	GEN FIXED ASSETS ACCT TOTAL	.00	.00	.00	.00	.00
	=====	=====	=====	=====	=====	=====
	*****	*****	*****	*****	*****	*****
	TOTAL OF ALL REVENUE	6,737,725.00	863,483.55	2,530,222.33	37.55	4,207,502.67
	*****	*****	*****	*****	*****	*****

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
101-41100-41100	SALARIES AND WAGES	22,607.25	82,898.53	182,650.00	99,751.47
101-41100-41101	EXECUTIVE SALARIES	7,060.00	7,060.00	20,760.00	13,700.00
101-41100-41103	OVERTIME	.00	205.92	200.00	5.92-
101-41100-41200	OASI	2,143.35	6,338.30	15,600.00	9,261.70
101-41100-41300	RETIREMENT	1,356.45	4,894.48	11,000.00	6,105.52
101-41100-42100	INSURANCE	3,239.01	11,843.95	28,800.00	16,956.05
101-41100-42150	INS-LIAB/PROP/WCOMP	.00	4,334.48	4,250.00	84.48-
101-41100-42200	PROFESSIONAL SERVICES/FEE	3,575.53	4,163.97	29,600.00	25,436.03
101-41100-42300	PUBLISHING	175.99	367.88	1,300.00	932.12
101-41100-42310	ELECTION EXPENSE	.00	.00	2,000.00	2,000.00
101-41100-42320	DUES	.00	5,276.27	6,540.00	1,263.73
101-41100-42500	REPAIRS/MAINTENANCE	.00	948.03	4,000.00	3,051.97
101-41100-42600	SUPPLIES/MATERIALS	811.91	2,047.94	5,000.00	2,952.06
101-41100-42700	TRAVEL/CONFERENCE	.00	129.00	2,000.00	1,871.00
101-41100-42750	TRAINING	275.00	275.00	750.00	475.00
101-41100-42800	UTILITIES	.00	.00	1,080.00	1,080.00
101-41100-42900	OTHER CURRENT EXPENSE	587.04	586.04	1,500.00	913.96
101-41100-43400	MACHINERY/EQUIPMENT	36.45	287.93	2,000.00	1,712.07
101-41100-43410	COMPUTER SOFTWARE	.00	1,129.71	4,500.00	3,370.29
101-41100-43440	SUBSCRIPTIONS	.00	38.50	100.00	61.50
101-41100-43510	FURNISHINGS	.00	.00	.00	.00
101-41100-44100	PRINCIPAL	.00	.00	.00	.00
101-41100-44200	INTEREST	.00	.00	.00	.00
	LEGISLATIVE TOTAL	41,867.98	132,825.93	323,630.00	190,804.07
101-41120-41100	SALARIES AND WAGES	360.00	1,800.00	4,900.00	3,100.00
101-41120-41200	OASI	27.54	137.70	375.00	237.30
101-41120-41300	RETIREMENT	.00	.00	.00	.00
101-41120-42100	INSURANCE	.00	.00	.00	.00
101-41120-42150	INS-LIAB/PROP/WCOMP	.00	2,889.65	2,850.00	39.65-
101-41120-42400	RENTALS	.00	.00	.00	.00
101-41120-42500	REPAIRS/MAINTENANCE	16.50	276.50	5,500.00	5,223.50
101-41120-42600	SUPPLIES/MATERIALS	322.23	1,132.79	2,500.00	1,367.21
101-41120-42800	UTILITIES	902.21	3,904.70	11,500.00	7,595.30
101-41120-42900	OTHER CURRENT EXPENSE	.00	4.00	500.00	496.00
101-41120-43300	IMPROVE OTHER THAN BLDGS	.00	.00	.00	.00
101-41120-43400	MACHINERY/EQUIPMENT	.00	.00	.00	.00
101-41120-44100	PRINCIPAL	.00	.00	.00	.00
101-41120-44200	INTEREST	.00	.00	.00	.00
101-41120-44900	OTHER DEBT SERVICE	.00	.00	.00	.00
	CITY HALL TOTAL	1,628.48	10,145.34	28,125.00	17,979.66
101-41150-42900	OTHER CURRENT EXPENSE	.00	.00	30,000.00	30,000.00
	CONTINGENCY TOTAL	.00	.00	30,000.00	30,000.00

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
101-42100-41100	SALARIES AND WAGES	30,684.94	111,632.97	258,950.00	147,317.03
101-42100-41103	OVERTIME	131.25	3,947.75	15,000.00	11,052.25
101-42100-41200	OASI	2,260.70	8,555.26	20,950.00	12,394.74
101-42100-41300	RETIREMENT	2,446.68	8,787.06	19,050.00	10,262.94
101-42100-42100	INSURANCE	4,852.95	16,131.09	40,680.00	24,548.91
101-42100-42150	INS-LIAB/PROP/WCOMP	.00	20,765.55	8,450.00	12,315.55-
101-42100-42200	PROFESSIONAL SERVICES/FEE	75.53	267.97	6,000.00	5,732.03
101-42100-42300	PUBLISHING	824.94	1,444.48	800.00	644.48-
101-42100-42320	DUES	.00	198.01	450.00	251.99
101-42100-42500	REPAIRS/MAINTENANCE	935.02	3,085.79	5,500.00	2,414.21
101-42100-42550	OFFICE EXPENSE	268.35	868.01	2,000.00	1,131.99
101-42100-42600	SUPPLIES/MATERIALS	1,186.07	5,711.76	5,500.00	211.76-
101-42100-42610	UNIFORMS	427.05	1,797.35	4,000.00	2,202.65
101-42100-42620	AUTO EXPENSES	1,292.72	4,752.69	9,000.00	4,247.31
101-42100-42630	POLICE RADIO	.00	.00	2,000.00	2,000.00
101-42100-42700	TRAVEL/CONFERENCE	.00	.00	1,000.00	1,000.00
101-42100-42750	TRAINING	.00	.00	1,500.00	1,500.00
101-42100-42800	UTILITIES	279.44	1,357.42	6,300.00	4,942.58
101-42100-42900	OTHER CURRENT EXPENSE	130.00	151.20	2,000.00	1,848.80
101-42100-43400	MACHINERY/EQUIPMENT	36.45	48,397.93	74,100.00	25,702.07
101-42100-43410	COMPUTER SOFTWARE	.00	1,129.71	6,500.00	5,370.29
101-42100-43440	SUBSCRIPTIONS	.00	.00	200.00	200.00
101-42100-43450	EQUIPMENT REPLACEMENT	.00	.00	.00	.00
		=====	=====	=====	=====
	POLICE TOTAL	45,832.09	238,982.00	489,930.00	250,948.00
101-42900-42500	REPAIRS/MAINTENANCE	.00	.00	100.00	100.00
101-42900-42600	SUPPLIES/MATERIALS	.00	.00	.00	.00
101-42900-42800	UTILITIES	237.35	681.52	6,500.00	5,818.48
101-42900-43400	MACHINERY/EQUIPMENT	.00	.00	.00	.00
		=====	=====	=====	=====
	OTHER PROTECTION TOTAL	237.35	681.52	6,600.00	5,918.48
101-43100-41100	SALARIES AND WAGES	22,987.01	76,699.28	147,425.00	70,725.72
101-43100-41103	OVERTIME	120.74	510.53	6,000.00	5,489.47
101-43100-41200	OASI	1,705.11	5,675.82	10,900.00	5,224.18
101-43100-41300	RETIREMENT	1,185.61	4,431.78	7,800.00	3,368.22
101-43100-42100	INSURANCE	3,145.66	11,556.96	21,500.00	9,943.04
101-43100-42150	INS-LIAB/PROP/WCOMP	.00	6,030.31	16,850.00	10,819.69
101-43100-42200	PROFESSIONAL SERVICES/FEE	1,072.53	3,482.97	25,000.00	21,517.03
101-43100-42300	PUBLISHING	553.79	979.36	1,000.00	20.64
101-43100-42320	DUES	.00	35.00	50.00	15.00
101-43100-42400	RENTALS	.00	.00	3,000.00	3,000.00
101-43100-42500	REPAIRS/MAINTENANCE	834.45	2,403.72	32,000.00	29,596.28
101-43100-42550	OFFICE EXPENSE	26.95	100.79	1,000.00	899.21
101-43100-42600	SUPPLIES/MATERIALS	2,881.46	6,042.01	17,000.00	10,957.99
101-43100-42610	UNIFORMS	.00	.00	900.00	900.00
101-43100-42620	AUTO EXPENSES	1,048.35	3,723.34	10,500.00	6,776.66
101-43100-42700	TRAVEL/CONFERENCE	177.00	449.40	1,000.00	550.60

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
101-43100-42715	STREET REPAIRS	.00	.00	80,000.00	80,000.00
101-43100-42720	SNOW REMOVAL	.00	656.12	12,000.00	11,343.88
101-43100-42750	TRAINING	.00	.00	500.00	500.00
101-43100-42800	UTILITIES	1,228.47	5,728.07	13,500.00	7,771.93
101-43100-42900	OTHER CURRENT EXPENSE	4,649.86	4,649.86	500.00	4,149.86-
101-43100-43300	IMPROVE OTHER THAN BLDGS	5,000.00	5,000.00	25,000.00	20,000.00
101-43100-43400	MACHINERY/EQUIPMENT	36.45	130,585.93	200,000.00	69,414.07
101-43100-43410	COMPUTER SOFTWARE	.00	1,129.71	5,200.00	4,070.29
101-43100-43440	SUBSCRIPTIONS	.00	.00	.00	.00
101-43100-43450	EQUIPMENT REPLACEMENT	.00	.00	.00	.00
101-43100-44100	PRINCIPAL	.00	.00	.00	.00
101-43100-44200	INTEREST	.00	.00	.00	.00
101-43100-44900	OTHER DEBT SERVICE	.00	.00	.00	.00
		=====	=====	=====	=====
	HIGHWAYS & STREETS TOTAL	46,653.44	269,870.96	638,625.00	368,754.04
101-43700-41100	SALARIES AND WAGES	1,871.53	2,632.66	17,100.00	14,467.34
101-43700-41103	OVERTIME	.00	.00	500.00	500.00
101-43700-41200	OASI	142.70	199.74	1,350.00	1,150.26
101-43700-41300	RETIREMENT	13.83	50.74	200.00	149.26
101-43700-42100	INSURANCE	37.83	137.32	300.00	162.68
101-43700-42150	INS-LIAB/PROP/WCOMP	.00	1,444.83	1,425.00	19.83-
101-43700-42200	PROFESSIONAL SERVICES/FEE	.00	30.00	750.00	720.00
101-43700-42300	PUBLISHING	.00	.00	.00	.00
101-43700-42500	REPAIRS/MAINTENANCE	.00	78.91	10,000.00	9,921.09
101-43700-42600	SUPPLIES/MATERIALS	.00	655.46	5,000.00	4,344.54
101-43700-42800	UTILITIES	.00	.00	500.00	500.00
101-43700-42900	OTHER CURRENT EXPENSE	.00	120.00-	500.00	620.00
101-43700-43300	IMPROVE OTHER THAN BLDGS	.00	.00	.00	.00
101-43700-43400	MACHINERY/EQUIPMENT	.00	16,215.00	20,000.00	3,785.00
101-43700-43410	COMPUTER SOFTWARE	.00	389.52	500.00	110.48
101-43700-43500	DONATIONS	.00	.00	.00	.00
		=====	=====	=====	=====
	CEMETERIES TOTAL	2,065.89	21,714.18	58,125.00	36,410.82
101-44130-41100	SALARIES AND WAGES	.00	.00	500.00	500.00
101-44130-41103	OVERTIME	.00	.00	200.00	200.00
101-44130-41200	OASI	.00	.00	50.00	50.00
101-44130-41300	RETIREMENT	.00	.00	50.00	50.00
101-44130-42100	INSURANCE	.00	.00	.00	.00
101-44130-42200	PROFESSIONAL SERVICES/FEE	.00	.00	.00	.00
101-44130-42300	PUBLISHING	.00	.00	.00	.00
101-44130-42500	REPAIRS/MAINTENANCE	.00	.00	250.00	250.00
101-44130-42600	SUPPLIES/MATERIALS	.00	.00	2,500.00	2,500.00
101-44130-42900	OTHER CURRENT EXPENSE	.00	.00	.00	.00
		=====	=====	=====	=====
	WEST NILE TOTAL	.00	.00	3,550.00	3,550.00

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
101-44400-42900	OTHER CURRENT EXPENSE	.00	.00	200.00	200.00
101-44400-43430	ANIMALS	55.00	92.00	400.00	308.00
		=====	=====	=====	=====
	HUMANE SOCIETY TOTAL	55.00	92.00	600.00	508.00
101-45100-41100	SALARIES AND WAGES	.00	.00	27,000.00	27,000.00
101-45100-41103	OVERTIME	.00	.00	500.00	500.00
101-45100-41200	OASI	.00	.00	2,100.00	2,100.00
101-45100-41300	RETIREMENT	.00	.00	.00	.00
101-45100-42100	INSURANCE	.00	.00	.00	.00
101-45100-42150	INS-LIAB/PROP/WCOMP	.00	1,801.24	3,000.00	1,198.76
101-45100-42200	PROFESSIONAL SERVICES/FEE	.00	122.18	2,000.00	1,877.82
101-45100-42300	PUBLISHING	.00	56.25	500.00	443.75
101-45100-42400	RENTALS	.00	.00	.00	.00
101-45100-42500	REPAIRS/MAINTENANCE	.00	.00	4,000.00	4,000.00
101-45100-42600	SUPPLIES/MATERIALS	5,518.55	5,518.55	10,000.00	4,481.45
101-45100-42629	OTHER MATERIALS FOR RESAL	.00	.00	5,000.00	5,000.00
101-45100-42700	TRAVEL/CONFERENCE	.00	.00	100.00	100.00
101-45100-42750	TRAINING	.00	.00	1,600.00	1,600.00
101-45100-42800	UTILITIES	207.67	1,036.93	26,000.00	24,963.07
101-45100-42900	OTHER CURRENT EXPENSE	.01	.01	500.00	499.99
101-45100-43300	IMPROVE OTHER THAN BLDGS	.00	.00	30,580.00	30,580.00
101-45100-43400	MACHINERY/EQUIPMENT	.00	.00	1,000.00	1,000.00
101-45100-43500	DONATIONS	.00	.00	.00	.00
101-45100-44100	PRINCIPAL	.00	.00	.00	.00
101-45100-44200	INTEREST	.00	.00	.00	.00
101-45100-45700	DEPRECIATION	.00	.00	.00	.00
		=====	=====	=====	=====
	RECREATION TOTAL	5,726.23	8,535.16	113,880.00	105,344.84
101-45200-41100	SALARIES AND WAGES	3,625.44	3,701.15	12,275.00	8,573.85
101-45200-41103	OVERTIME	.00	.00	250.00	250.00
101-45200-41200	OASI	277.09	282.37	950.00	667.63
101-45200-41300	RETIREMENT	1.96	6.49	250.00	243.51
101-45200-42100	INSURANCE	4.51	14.96	500.00	485.04
101-45200-42150	INS-LIAB/PROP/WCOMP	.00	3,612.06	3,550.00	62.06-
101-45200-42200	PROFESSIONAL SERVICES/FEE	.00	4,090.00	500.00	3,590.00-
101-45200-42300	PUBLISHING	.00	.00	100.00	100.00
101-45200-42400	RENTALS	.00	.00	500.00	500.00
101-45200-42500	REPAIRS/MAINTENANCE	697.28	7,132.28	10,000.00	2,867.72
101-45200-42600	SUPPLIES/MATERIALS	.00	2,044.21	7,000.00	4,955.79
101-45200-42605	FERTILIZER/PEST CONTROL	.00	.00	1,500.00	1,500.00
101-45200-42620	AUTO EXPENSES	46.11	46.11	1,200.00	1,153.89
101-45200-42629	OTHER MATERIALS FOR RESAL	.00	.00	.00	.00
101-45200-42700	TRAVEL/CONFERENCE	.00	.00	.00	.00
101-45200-42800	UTILITIES	327.54	735.70	11,200.00	10,464.30
101-45200-42900	OTHER CURRENT EXPENSE	.00	.00	500.00	500.00
101-45200-43100	LAND	.00	.00	.00	.00
101-45200-43200	BUILDINGS	.00	.00	.00	.00

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
101-45200-43300	IMPROVE OTHER THAN BLDGS	.00	.00	1,000.00	1,000.00
101-45200-43400	MACHINERY/EQUIPMENT	.00	19,900.00	20,000.00	100.00
101-45200-43500	DONATIONS	.00	.00	500.00	500.00
101-45200-44100	PRINCIPAL	.00	.00	.00	.00
101-45200-44200	INTEREST	.00	.00	.00	.00
101-45200-45700	DEPRECIATION	.00	.00	.00	.00
		=====	=====	=====	=====
	PARKS TOTAL	4,979.93	41,565.33	71,775.00	30,209.67
101-45500-41100	SALARIES AND WAGES	3,356.75	13,329.57	26,100.00	12,770.43
101-45500-41200	OASI	256.79	1,019.71	2,000.00	980.29
101-45500-41300	RETIREMENT	.00	.00	.00	.00
101-45500-42100	INSURANCE	.00	.00	.00	.00
101-45500-42150	INS-LIAB/PROP/WCOMP	.00	722.41	725.00	2.59
101-45500-42200	PROFESSIONAL SERVICES/FEE	.00	.00	.00	.00
101-45500-42300	PUBLISHING	.00	.00	200.00	200.00
101-45500-42400	RENTALS	.00	.00	.00	.00
101-45500-42500	REPAIRS/MAINTENANCE	.00	.00	50.00	50.00
101-45500-42600	SUPPLIES/MATERIALS	775.74	868.57	750.00	118.57-
101-45500-42700	TRAVEL/CONFERENCE	.00	.00	100.00	100.00
101-45500-42800	UTILITIES	.00	.00	.00	.00
101-45500-42900	OTHER CURRENT EXPENSE	.00	.00	400.00	400.00
101-45500-43100	LAND	.00	.00	.00	.00
101-45500-43200	BUILDINGS	.00	.00	.00	.00
101-45500-43300	IMPROVE OTHER THAN BLDGS	.00	.00	.00	.00
101-45500-43400	MACHINERY/EQUIPMENT	.00	.00	100.00	100.00
101-45500-43410	COMPUTER SOFTWARE	.00	.00	.00	.00
101-45500-43420	BOOKS	615.11	2,766.87	7,000.00	4,233.13
101-45500-43440	SUBSCRIPTIONS	.00	.00	1,000.00	1,000.00
101-45500-43500	DONATIONS	.00	.00	.00	.00
101-45500-44100	PRINCIPAL	.00	.00	.00	.00
101-45500-44200	INTEREST	.00	.00	.00	.00
101-45500-45700	DEPRECIATION	.00	.00	.00	.00
		=====	=====	=====	=====
	LIBRARIES TOTAL	5,004.39	18,707.13	38,425.00	19,717.87
101-45800-42320	DUES	.00	.00	260.00	260.00
101-45800-42800	UTILITIES	.00	.00	2,500.00	2,500.00
101-45800-43500	DONATIONS	.00	.00	.00	.00
		=====	=====	=====	=====
	MUSEUM TOTAL	.00	.00	2,760.00	2,760.00
101-46500-42900	OTHER CURRENT EXPENSE	1,461.02	1,461.02	.00	1,461.02-
101-46500-43500	DONATIONS	.00	.00	10,000.00	10,000.00
		=====	=====	=====	=====
	ECONOMIC DEVELOPMENT TOTAL	1,461.02	1,461.02	10,000.00	8,538.98

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
101-46520-41100	SALARIES AND WAGES	80.00	1,580.00	4,000.00	2,420.00
101-46520-41200	OASI	6.12	6.12	175.00	168.88
101-46520-41300	RETIREMENT	.00	.00	.00	.00
101-46520-42100	INSURANCE	289.99	709.99	1,700.00	990.01
101-46520-42200	PROFESSIONAL SERVICES/FEE	57.52	919.43	5,000.00	4,080.57
101-46520-42300	PUBLISHING	6.78	62.42	300.00	237.58
101-46520-42320	DUES	.00	50.00	50.00	.00
101-46520-42600	SUPPLIES/MATERIALS	.00	.00	200.00	200.00
101-46520-42700	TRAVEL/CONFERENCE	.00	.00	100.00	100.00
101-46520-42900	OTHER CURRENT EXPENSE	9,420.49	17,190.76	50,000.00	32,809.24
		=====	=====	=====	=====
	PLANNING & ZONING TOTAL	9,860.90	20,518.72	61,525.00	41,006.28
101-46610-42150	INS-LIAB/PROP/WCOMP	.00	.00	.00	.00
101-46610-42500	REPAIRS/MAINTENANCE	.00	.00	.00	.00
101-46610-42600	SUPPLIES/MATERIALS	.00	.00	.00	.00
101-46610-42800	UTILITIES	.00	.00	.00	.00
101-46610-42900	OTHER CURRENT EXPENSE	.00	140,000.00	.00	140,000.00-
		=====	=====	=====	=====
	STORAGE BUILDING TOTAL	.00	140,000.00	.00	140,000.00-
101-47140-44100	PRINCIPAL	.00	86,030.64	98,700.00	12,669.36
101-47140-44200	INTEREST	.00	7,480.92	27,200.00	19,719.08
		=====	=====	=====	=====
	DEBT SERVICE TOTAL	.00	93,511.56	125,900.00	32,388.44
101-51100-42830	TRANSFERS OUT - GEN	.00	.00	135,000.00	135,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	135,000.00	135,000.00
101-51300-43400	MACHINERY/EQUIPMENT	.00	.00	.00	.00
101-51300-44100	PRINCIPAL	.00	.00	.00	.00
101-51300-44200	INTEREST	.00	.00	.00	.00
		=====	=====	=====	=====
	EQUIPMENT REPLACEMENT TOTAL	.00	.00	.00	.00
		=====	=====	=====	=====
	GENERAL TOTAL	165,372.70	998,610.85	2,138,450.00	1,139,839.15
		=====	=====	=====	=====
200-46500-42200	PROFESSIONAL SERVICES/FEE	.00	83.66	500.00	416.34
200-46500-42900	OTHER CURRENT EXPENSE	.00	.00	.00	.00
200-46500-44300	UDAG EXPENSE	.00	.00	200.00	200.00
		=====	=====	=====	=====
	ECONOMIC DEVELOPMENT TOTAL	.00	83.66	700.00	616.34

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
200-47140-44103	PRINCIPAL	.00	.00	.00	.00
200-47140-44200	INTEREST	.00	.00	.00	.00
	DEBT SERVICE TOTAL	.00	.00	.00	.00
200-51100-42830	TRANSFERS OUT - SPEC REV	.00	.00	.00	.00
	TRANSFERS TOTAL	.00	.00	.00	.00
	SPECIAL REVENUE TOTAL	.00	83.66	700.00	616.34
201-51100-42830	TRANSFERS OUT - LIBRARY	.00	.00	.00	.00
	TRANSFERS TOTAL	.00	.00	.00	.00
	LIBRARY TOTAL	.00	.00	.00	.00
211-46500-42150	INS-LIAB/PROP/WCOMP	.00	.00	.00	.00
211-46500-42200	PROFESSIONAL SERVICES/FEE	.00	.00	.00	.00
211-46500-42500	REPAIRS/MAINTENANCE	.00	.00	.00	.00
211-46500-42900	OTHER CURRENT EXPENSE	.00	.00	.00	.00
211-46500-43200	BUILDINGS	.00	.00	.00	.00
211-46500-44100	PRINCIPAL	1,446.46	7,158.00	17,350.00	10,192.00
211-46500-44200	INTEREST	821.09	4,179.75	9,950.00	5,770.25
	ECONOMIC DEVELOPMENT TOTAL	2,267.55	11,337.75	27,300.00	15,962.25
211-51100-42830	TRANSFERS OUT LIQ/LODG/DINE/SA	.00	.00	.00	.00
	TRANSFERS TOTAL	.00	.00	.00	.00
	LIQ/LODG/DINE SALES TAX TOTAL	2,267.55	11,337.75	27,300.00	15,962.25
500-41900-42200	PROFESSIONAL SERVICES/FEE	.00	.00	.00	.00
500-41900-42400	RENTALS	.00	.00	.00	.00
500-41900-42600	SUPPLIES/MATERIALS	.00	.00	.00	.00
500-41900-42900	OTHER CURRENT EXPENSE	.00	.00	.00	.00

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
500-41900-43300	IMPROVE OTHER THAN BLDGS	245,016.94	370,227.03	1,500,000.00	1,129,772.97
500-41900-43400	MACHINERY/EQUIPMENT	.00	.00	.00	.00
500-41900-43450	EQUIPMENT REPLACEMENT	.00	.00	.00	.00
500-41900-44100	PRINCIPAL	.00	.00	.00	.00
500-41900-44200	INTEREST	.00	.00	.00	.00
500-41900-45700	DEPRECIATION	.00	.00	.00	.00
		=====	=====	=====	=====
	OTHER GENERAL GOVERNMENT TOTAL	245,016.94	370,227.03	1,500,000.00	1,129,772.97
500-51100-42830	TRANSFERS OUT - CAPITAL PROJEC	.00	.00	.00	.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	.00	.00
		=====	=====	=====	=====
	CAPITAL PROJECT TOTAL	245,016.94	370,227.03	1,500,000.00	1,129,772.97
		=====	=====	=====	=====
602-43300-41100	SALARIES AND WAGES	6,178.38	25,522.52	74,650.00	49,127.48
602-43300-41103	OVERTIME	667.23	1,425.75	7,200.00	5,774.25
602-43300-41200	OASI	518.08	2,061.83	5,900.00	3,838.17
602-43300-41300	RETIREMENT	410.74	1,639.85	4,600.00	2,960.15
602-43300-42100	INSURANCE	1,105.71	4,450.67	11,650.00	7,199.33
602-43300-42150	INS-LIAB/PROP/WCOMP	.00	8,668.95	8,450.00	218.95-
602-43300-42200	PROFESSIONAL SERVICES/FEE	5,134.40	12,575.58	50,000.00	37,424.42
602-43300-42300	PUBLISHING	77.19	282.45	750.00	467.55
602-43300-42320	DUES	.00	.00	1,300.00	1,300.00
602-43300-42400	RENTALS	.00	.00	500.00	500.00
602-43300-42500	REPAIRS/MAINTENANCE	955.91	5,024.96	30,000.00	24,975.04
602-43300-42550	OFFICE EXPENSE	47.40	701.04	2,400.00	1,698.96
602-43300-42600	SUPPLIES/MATERIALS	1,161.89	6,570.21	30,000.00	23,429.79
602-43300-42610	UNIFORMS	.00	.00	450.00	450.00
602-43300-42620	AUTO EXPENSES	176.11	1,126.34	2,500.00	1,373.66
602-43300-42700	TRAVEL/CONFERENCE	196.00	296.00	1,000.00	704.00
602-43300-42750	TRAINING	60.00	459.00	1,000.00	541.00
602-43300-42800	UTILITIES	3,445.37	13,485.14	53,500.00	40,014.86
602-43300-42900	OTHER CURRENT EXPENSE	153.20	236.60	500.00	263.40
602-43300-43100	LAND	.00	.00	.00	.00
602-43300-43200	BUILDINGS	.00	.00	.00	.00
602-43300-43300	IMPROVE OTHER THAN BLDGS	75,320.00	134,301.50	144,000.00	9,698.50
602-43300-43400	MACHINERY/EQUIPMENT	36.45	13,181.85	53,000.00	39,818.15
602-43300-43410	COMPUTER SOFTWARE	.00	10,144.54	11,100.00	955.46
602-43300-43440	SUBSCRIPTIONS	.00	.00	.00	.00
602-43300-43460	DEBT SERVICE RESERVE	.00	.00	.00	.00
602-43300-43500	DONATIONS	.00	.00	.00	.00
602-43300-43510	FURNISHINGS	.00	.00	.00	.00
602-43300-43700	REFUNDS	.00	.00	.00	.00
602-43300-44100	PRINCIPAL	.00	.00	.00	.00
602-43300-44200	INTEREST	.00	15,156.95	39,150.00	23,993.05

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
602-43300-44900	OTHER DEBT SERVICE	.00	.00	.00	.00
602-43300-45700	DEPRECIATION	.00	.00	.00	.00
		=====	=====	=====	=====
	WATER TOTAL	95,644.06	257,311.73	533,600.00	276,288.27
602-51100-42830	TRANSFERS OUT - WATER	.00	.00	50,000.00	50,000.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	50,000.00	50,000.00
		=====	=====	=====	=====
	WATER TOTAL	95,644.06	257,311.73	583,600.00	326,288.27
		=====	=====	=====	=====
604-43200-41100	SALARIES AND WAGES	3,923.48	14,193.21	78,850.00	64,656.79
604-43200-41103	OVERTIME	58.85	690.20	7,400.00	6,709.80
604-43200-41200	OASI	298.70	1,140.96	6,200.00	5,059.04
604-43200-41300	RETIREMENT	238.94	915.97	4,900.00	3,984.03
604-43200-42100	INSURANCE	744.04	2,735.01	11,650.00	8,914.99
604-43200-42150	INS-LIAB/PROP/WCOMP	.00	4,334.48	4,250.00	84.48-
604-43200-42200	PROFESSIONAL SERVICES/FEE	5,134.40	17,532.48	50,000.00	32,467.52
604-43200-42300	PUBLISHING	13.19	50.48	400.00	349.52
604-43200-42320	DUES	.00	100.00	400.00	300.00
604-43200-42400	RENTALS	.00	.00	500.00	500.00
604-43200-42500	REPAIRS/MAINTENANCE	1,023.33	10,353.59	35,000.00	24,646.41
604-43200-42550	OFFICE EXPENSE	20.00	592.09	2,000.00	1,407.91
604-43200-42600	SUPPLIES/MATERIALS	154.92	849.77	15,000.00	14,150.23
604-43200-42610	UNIFORMS	.00	.00	450.00	450.00
604-43200-42620	AUTO EXPENSES	376.98	953.67	3,000.00	2,046.33
604-43200-42700	TRAVEL/CONFERENCE	.00	14.00	500.00	486.00
604-43200-42750	TRAINING	.00	.00	250.00	250.00
604-43200-42800	UTILITIES	971.77	3,789.65	45,000.00	41,210.35
604-43200-42900	OTHER CURRENT EXPENSE	32.20	40.60	.00	40.60-
604-43200-43100	LAND	.00	.00	.00	.00
604-43200-43200	BUILDINGS	.00	.00	.00	.00
604-43200-43300	IMPROVE OTHER THAN BLDGS	76,693.37	136,553.27	265,500.00	128,946.73
604-43200-43400	MACHINERY/EQUIPMENT	36.45	287.93	1,000.00	712.07
604-43200-43410	COMPUTER SOFTWARE	.00	10,144.55	11,100.00	955.45
604-43200-43440	SUBSCRIPTIONS	.00	.00	.00	.00
604-43200-43510	FURNISHINGS	.00	.00	.00	.00
604-43200-43700	REFUNDS	.00	.00	.00	.00
604-43200-44100	PRINCIPAL	.00	.00	.00	.00
604-43200-44200	INTEREST	.00	7,304.69	16,100.00	8,795.31
604-43200-45700	DEPRECIATION	.00	.00	.00	.00
		=====	=====	=====	=====
	SANITATION TOTAL	89,720.62	212,576.60	559,450.00	346,873.40
604-51100-42830	TRANSFERS OUT - SEWER	.00	.00	25,000.00	25,000.00
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TRANSFERS TOTAL	.00	.00	25,000.00	25,000.00
	SEWER TOTAL	89,720.62	212,576.60	584,450.00	371,873.40
610-43400-41100	SALARIES AND WAGES	13,819.15	52,631.04	135,050.00	82,418.96
610-43400-41103	OVERTIME	729.11	2,306.75	9,500.00	7,193.25
610-43400-41200	OASI	1,105.15	4,198.62	10,700.00	6,501.38
610-43400-41300	RETIREMENT	872.91	3,319.26	8,400.00	5,080.74
610-43400-42100	INSURANCE	1,975.68	7,246.04	19,400.00	12,153.96
610-43400-42150	INS-LIAB/PROP/WCOMP	.00	11,558.61	11,250.00	308.61-
610-43400-42200	PROFESSIONAL SERVICES/FEE	57.52	2,834.70	20,000.00	17,165.30
610-43400-42250	CONTRACT LABOR	.00	.00	.00	.00
610-43400-42300	PUBLISHING	13.19	50.49	500.00	449.51
610-43400-42320	DUES	.00	1,526.00	1,200.00	326.00-
610-43400-42400	RENTALS	.00	.00	.00	.00
610-43400-42500	REPAIRS/MAINTENANCE	259.37	1,166.29	12,000.00	10,833.71
610-43400-42550	OFFICE EXPENSE	20.00	592.09	5,500.00	4,907.91
610-43400-42600	SUPPLIES/MATERIALS	809.26	28,877.04	145,000.00	116,122.96
610-43400-42610	UNIFORMS	.00	144.98	900.00	755.02
610-43400-42620	AUTO EXPENSES	527.57	1,367.47	3,000.00	1,632.53
610-43400-42629	OTHER MATERIALS FOR RESAL	100,455.32	460,432.53	1,250,000.00	789,567.47
610-43400-42700	TRAVEL/CONFERENCE	.00	1,086.22	1,000.00	86.22-
610-43400-42750	TRAINING	.00	.00	1,500.00	1,500.00
610-43400-42800	UTILITIES	803.69	2,570.43	11,000.00	8,429.57
610-43400-42810	CONVERSION	.00	.00	5,000.00	5,000.00
610-43400-42900	OTHER CURRENT EXPENSE	264.87	1,248.74	2,000.00	751.26
610-43400-43100	LAND	.00	.00	.00	.00
610-43400-43200	BUILDINGS	.00	.00	.00	.00
610-43400-43300	IMPROVE OTHER THAN BLDGS	.00	.00	.00	.00
610-43400-43400	MACHINERY/EQUIPMENT	36.45	287.98	96,000.00	95,712.02
610-43400-43410	COMPUTER SOFTWARE	.00	19,732.42	13,500.00	6,232.42-
610-43400-43510	FURNISHINGS	.00	.00	.00	.00
610-43400-43700	REFUNDS	.00	.00	.00	.00
610-43400-44100	PRINCIPAL	.00	.00	.00	.00
610-43400-44103	PRINCIPAL	.00	.00	.00	.00
610-43400-44200	INTEREST	.00	.00	1,800.00	1,800.00
610-43400-44900	OTHER DEBT SERVICE	.00	.00	.00	.00
610-43400-45500	PENSION/PENSION REFUNDS	.00	.00	.00	.00
610-43400-45700	DEPRECIATION	.00	.00	.00	.00
610-43400-45710	AMMORTIZATION EXPENSE	.00	.00	.00	.00
610-43400-45850	UNREALIZED SALE/LOSS INV	.00	.00	.00	.00
610-43400-45900	STATE SALES TAX	.00	.00	.00	.00
610-43400-47000	INTEREST EXPENSE	.00	.00	.00	.00
	ELECTRICITY TOTAL	121,749.24	603,177.70	1,764,200.00	1,161,022.30

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
610-51100-42830	TRANSFERS OUT - ELECTRIC	.00	.00	108,500.00	108,500.00
	TRANSFERS TOTAL	.00	.00	108,500.00	108,500.00
	ELECTRIC TOTAL	121,749.24	603,177.70	1,872,700.00	1,269,522.30
612-43250-41100	SALARIES AND WAGES	6,076.46	20,609.48	43,310.00	22,700.52
612-43250-41103	OVERTIME	560.05	975.24	1,200.00	224.76
612-43250-41200	OASI	503.66	1,664.42	3,400.00	1,735.58
612-43250-41300	RETIREMENT	398.20	1,318.07	2,500.00	1,181.93
612-43250-42100	INSURANCE	1,105.68	3,661.53	7,075.00	3,413.47
612-43250-42150	INS-LIAB/PROP/WCOMP	.00	6,501.72	6,350.00	151.72-
612-43250-42200	PROFESSIONAL SERVICES/FEE	57.52	249.96	2,000.00	1,750.04
612-43250-42300	PUBLISHING	13.21	50.52	2,000.00	1,949.48
612-43250-42320	DUES	.00	.00	.00	.00
612-43250-42400	RENTALS	.00	.00	.00	.00
612-43250-42500	REPAIRS/MAINTENANCE	387.32	1,594.24	8,000.00	6,405.76
612-43250-42550	OFFICE EXPENSE	20.00	592.11	1,500.00	907.89
612-43250-42600	SUPPLIES/MATERIALS	154.94	556.31	7,000.00	6,443.69
612-43250-42610	UNIFORMS	.00	134.97	900.00	765.03
612-43250-42620	AUTO EXPENSES	800.73	3,066.04	7,000.00	3,933.96
612-43250-42629	OTHER MATERIALS FOR RESAL	.00	.00	.00	.00
612-43250-42700	TRAVEL/CONFERENCE	.00	469.39	200.00	269.39-
612-43250-42710	TIPPING FEES	4,314.73	17,540.88	57,000.00	39,459.12
612-43250-42730	RECYCLING	.00	.00	.00	.00
612-43250-42750	TRAINING	.00	.00	.00	.00
612-43250-42800	UTILITIES	.00	.00	2,200.00	2,200.00
612-43250-42900	OTHER CURRENT EXPENSE	.00	.00	500.00	500.00
612-43250-43100	LAND	.00	.00	.00	.00
612-43250-43200	BUILDINGS	.00	.00	.00	.00
612-43250-43300	IMPROVE OTHER THAN BLDGS	.00	.00	.00	.00
612-43250-43400	MACHINERY/EQUIPMENT	36.47	288.04	.00	288.04-
612-43250-43410	COMPUTER SOFTWARE	.00	10,144.56	11,100.00	955.44
612-43250-43420	BOOKS	.00	.00	.00	.00
612-43250-43440	SUBSCRIPTIONS	.00	.00	.00	.00
612-43250-43500	DONATIONS	.00	.00	.00	.00
612-43250-43700	REFUNDS	.00	.00	.00	.00
612-43250-44100	PRINCIPAL	.00	.00	.00	.00
612-43250-44200	INTEREST	.00	.00	.00	.00
612-43250-44900	OTHER DEBT SERVICE	.00	.00	.00	.00
612-43250-45700	DEPRECIATION	.00	.00	27,000.00	27,000.00
612-43250-45800	DEPLETION	.00	.00	.00	.00
612-43250-45900	STATE SALES TAX	.00	.00	.00	.00
	SEWAGE COLLECT/DISPOSAL TOTAL	14,428.97	69,417.48	190,235.00	120,817.52

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
612-51100-42830	TRANSFERS OUT - SOLID WASTE	.00	.00	40,000.00	40,000.00
	TRANSFERS TOTAL	.00	.00	40,000.00	40,000.00
	SOLID WASTE TOTAL	14,428.97	69,417.48	230,235.00	160,817.52
700-41900-42600	SUPPLIES/MATERIALS	.00	.00	.00	.00
700-41900-42900	OTHER CURRENT EXPENSE	.00	.00	.00	.00
700-41900-44400	LOAN PAYMENTS - EAST RIVER	.00	.00	.00	.00
700-41900-45600	SUBSIDIES	.00	.00	.00	.00
	OTHER GENERAL GOVERNMENT TOTAL	.00	.00	.00	.00
700-42900-42900	OTHER CURRENT EXPENSE	.00	.00	.00	.00
	OTHER PROTECTION TOTAL	.00	.00	.00	.00
700-45200-41100	SALARIES AND WAGES	.00	.00	.00	.00
700-45200-41200	OASI	.00	.00	.00	.00
700-45200-41300	RETIREMENT	.00	.00	.00	.00
700-45200-42100	INSURANCE	.00	.00	.00	.00
700-45200-42600	SUPPLIES/MATERIALS	.00	.00	.00	.00
700-45200-42900	OTHER CURRENT EXPENSE	.00	.00	.00	.00
	PARKS TOTAL	.00	.00	.00	.00
700-51100-42830	TRANSFERS OUT - TRUST & AGENCY	.00	.00	.00	.00
	TRANSFERS TOTAL	.00	.00	.00	.00
	TRUST & AGENCY TOTAL	.00	.00	.00	.00
800-51100-42830	TRANSFERS OUT - GEN LT DEBT	.00	.00	.00	.00
	TRANSFERS TOTAL	.00	.00	.00	.00
	GENERAL LT DEBT TOTAL	.00	.00	.00	.00

REVENUE & EXPENSE REPORT

CALENDAR 5/2022, FISCAL 5/2022

PCT OF FISCAL YTD 41.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
900-41900-43100	LAND	.00	.00	.00	.00
900-41900-43200	BUILDINGS	.00	.00	.00	.00
900-41900-43300	IMPROVE OTHER THAN BLDGS	.00	.00	.00	.00
900-41900-43400	MACHINERY/EQUIPMENT	.00	.00	.00	.00
		=====	=====	=====	=====
	OTHER GENERAL GOVERNMENT TOTAL	.00	.00	.00	.00
900-51100-42830	TRANSFERS OUT - GEN FIXED ASST	.00	.00	.00	.00
		=====	=====	=====	=====
	TRANSFERS TOTAL	.00	.00	.00	.00
		=====	=====	=====	=====
	GEN FIXED ASSETS ACCT TOTAL	.00	.00	.00	.00
		=====	=====	=====	=====
		=====	=====	=====	=====
	TOTAL EXPENSES	734,200.08	2,522,742.80	6,937,435.00	4,414,692.20
		=====	=====	=====	=====

Type of Application

Building Permit ☒
Moving Permit ☐
Demolition Permit ☐
Conditional Use ☐
Variance ☒
Zoning Amendment ☐
Placement Permit ☐

City of Elk Point Building Permit Application PO Box 280 Elk Point, SD 57025 Phone (605) 356-2141

For Office Use Only

Permit # 2156
Date Received: 06/08/2022
Permit Fee: \$1,094.00
Date Fee paid: 06/08/2022
Sent to Assessors: 07

Property Owner	
Name	<u>Herrity Construction</u>
Address	<u>Box 832</u>
City/State/Zip	<u>Elk Point SD</u>
Phone	<u>712-259-8229</u>
Applicant/Contact Person (if different from above)	
Name	
Address	
City/State/Zip	
Phone	
Type of Work	
<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> Demolition
<input type="checkbox"/> Addition/alteration/replacement	<input type="checkbox"/> Other
Category of Construction	
<input checked="" type="checkbox"/> 1 & 2 Family Dwelling	<input type="checkbox"/> Commercial/Industrial
<input type="checkbox"/> Multiple Family	<input type="checkbox"/> Accessory Building
<input type="checkbox"/> Remodel	<input type="checkbox"/> Other
Job Site Information	
Site Address	<u>1210 Jack Nicklaus Dr.</u>
City/State/Zip	<u>Elk Point SD 57025</u>
Legal Address	<u>Lot 43 Blk 2</u>
	<u>Country Club Estates</u>
Description of Work/Intended Use of Building*	
<u>New Home</u>	

Required Data: 1 & 2 Family Dwellings		
Permit fees are based on the value of the work performed. Indicate the value (rounded to the nearest dollar of all equipment, materials, labor, overhead, and profit for the work indicated on this application.		
Valuation: \$ <u>370,000.00</u>		
	Existing	New
No. of Bedrooms:	<u>4</u>	
No. of Bathrooms:	<u>3</u>	
Total Number of Floors:	<u>2</u>	
Dwelling Sq. Feet:	<u>2844</u>	
Garage/Carport Sq. Feet:	<u>2</u>	
Covered Porch:	<u>150</u>	
Deck Area Sq. Feet:		
Other Structure Area:		
Required Data: Commercial Use		
Permit fees are based on the value of the work performed. Indicate the value (rounded to the nearest dollar of all equipment, materials, labor, overhead, and profit for the work indicated on this application.		
Valuation: \$		
	Existing	New
Building Area:		
Number of Stories		
Type of Construction		
Occupancy Group		

*include building material type (i.e., wood, metal, block, etc)

CONTRACTOR INFORMATION			
General Contractor		Plumbing Contractor	
Name	<u>Herrity Construction</u>	Name	<u>TOTAL Plumbing</u>
Address	<u>Box 832</u>	Address	<u>Box 815</u>
City/State/Zip	<u>Elk Point SD</u>	City/State/Zip	<u>Box Sioux City IA</u>
Phone	<u>57025</u>	Phone	
Excise Tax ID#	<u>1617-3088</u>	Service Size:	Meter Size:
		Excise Tax ID#	
Sewer Contractor		Electrical Contractor	
Name	<u>Sunheim Well Service</u>	Name	<u>Odell Electric</u>
Address		Address	<u>Box</u>
City/State/Zip	<u>Jefferson JP</u>	City/State/Zip	<u>South Sioux City NE</u>
Phone		Phone	
Excise Tax ID#		Excise Tax ID#	
Tap Size:		Amp Size	Phase
Location of Sewer:		Is Temporary Power Needed?	<u>yes</u>

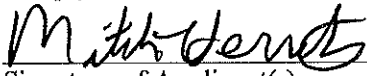
ATTACH PLANS DRAWN TO SCALE AND INCLUDE THE FOLLOWING INFORMATION:

- All new construction must follow the attached document "Permit Addendum for New Construction."
- All property pins must be located.
- Dimensions and location of the lot and location of streets, alleys and easements.
- Location and Dimensions of existing buildings on the lot.
- Location and dimensions of proposed buildings or alterations
- Complete set of plans to scale with a wall section.

NOTE: All setback requirements should be measured from the property lines. Locate all underground services such as water, sewer, gas, electric, and telephone prior to construction. Call South Dakota One Call at 1-800-781-7474. Give 48 hours notice for all locates.

The Land Use Administrator may require other documentation such as house plans, building specifications or other pertinent information.

I (We) certify that the information given is correct and true and I (we) agree to do the proposed work in accordance with the provisions of this permit and the Zoning Ordinance of the City of Elk Point, and comply with State regulations as required.



Signature of Applicant(s)

Permit Approved: _____ Disapproved: _____

Date: _____

Reasons for Disapproval: _____

Land Use Administrator (or Authorized City Official)

Date

APPEAL

I (We) hereby appeal the decision of the Land Use Administrator in denying a permit for the above use or structure and ask the Board of Adjustment to grant the permit.

Signature of Applicant(s)

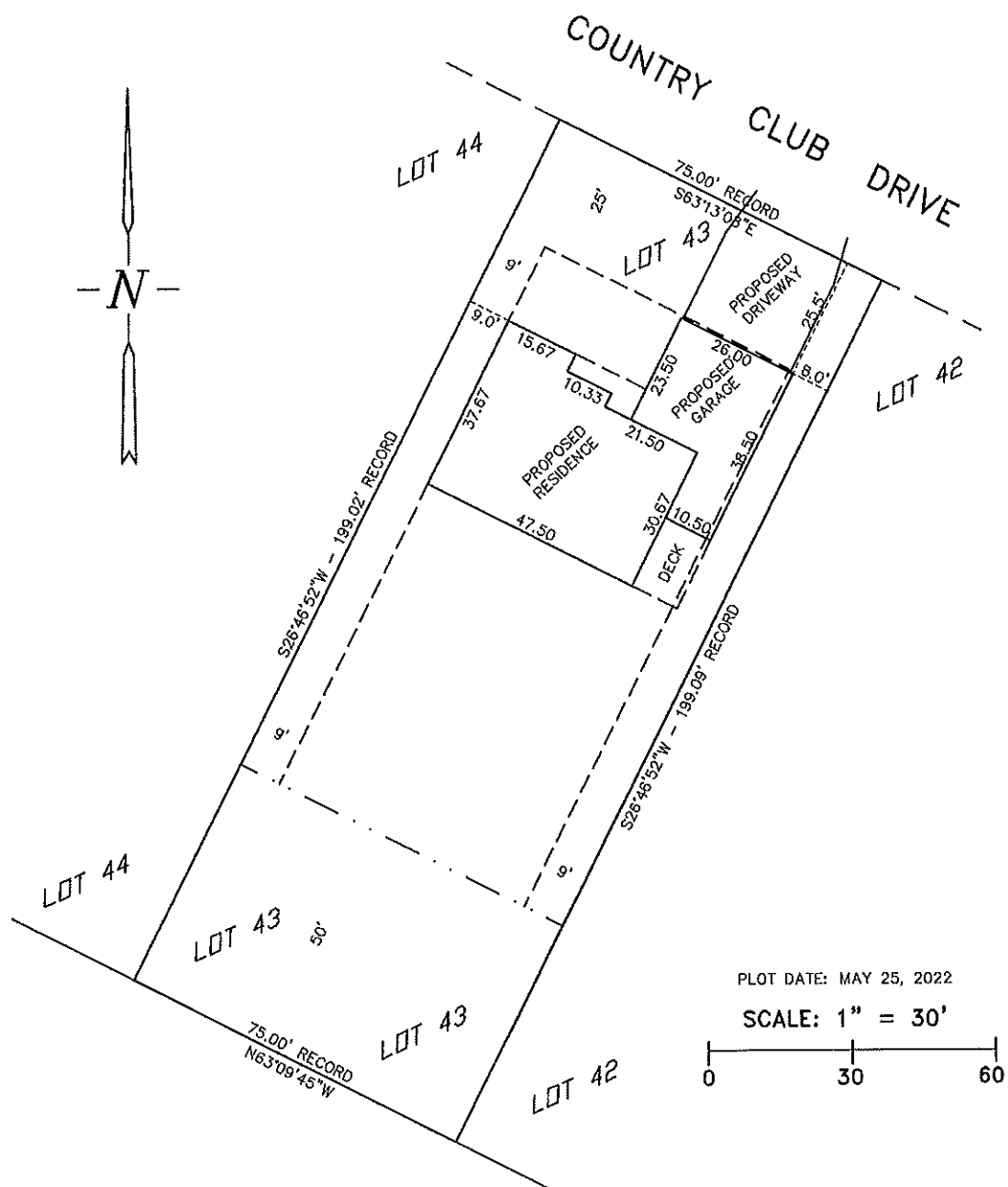
Date

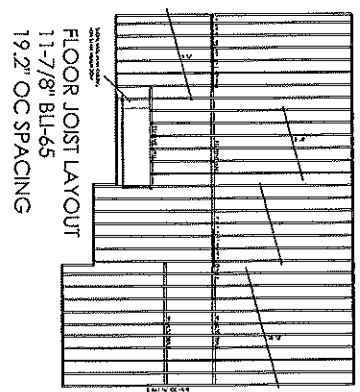
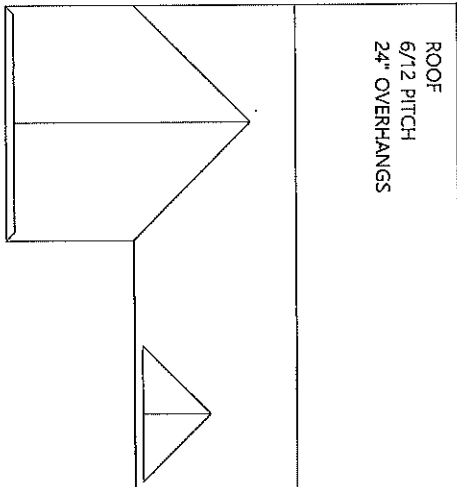
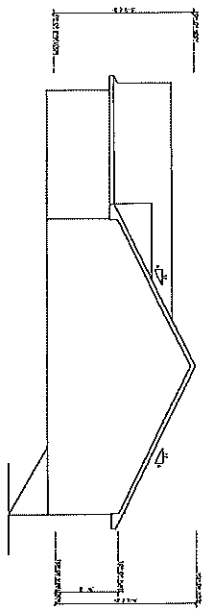
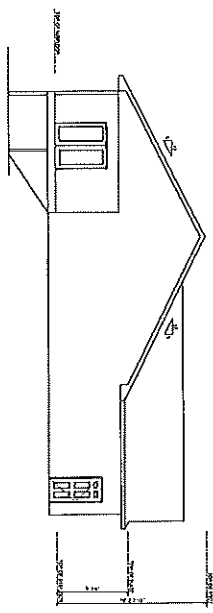
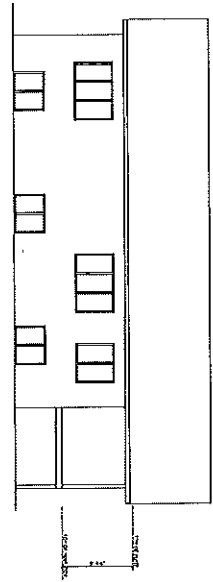
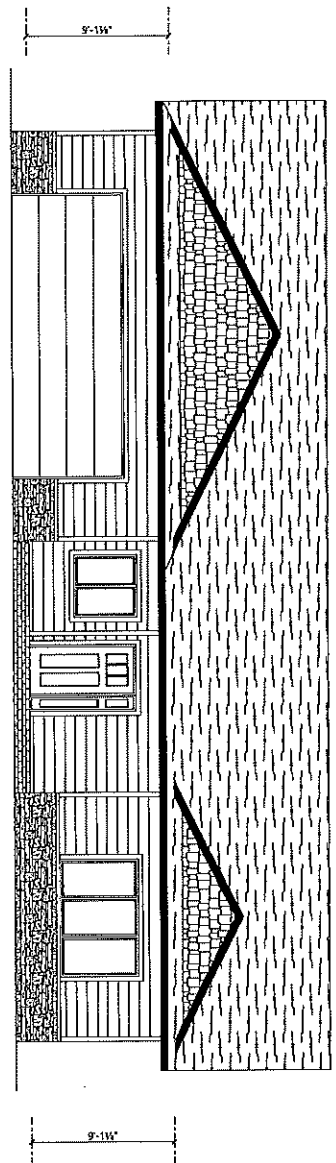
Seal: Granted _____
Denied _____

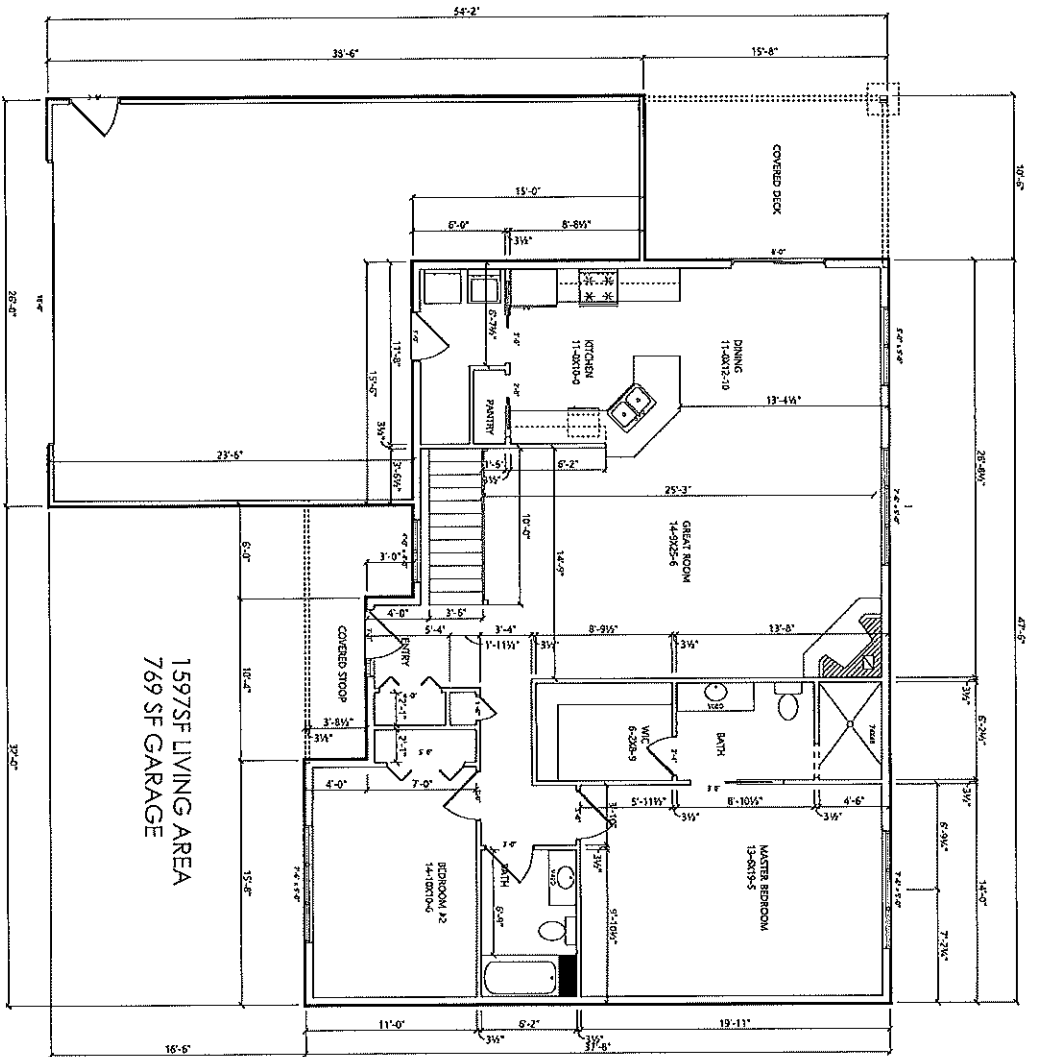
Chairman, Board of Adjustment

Date

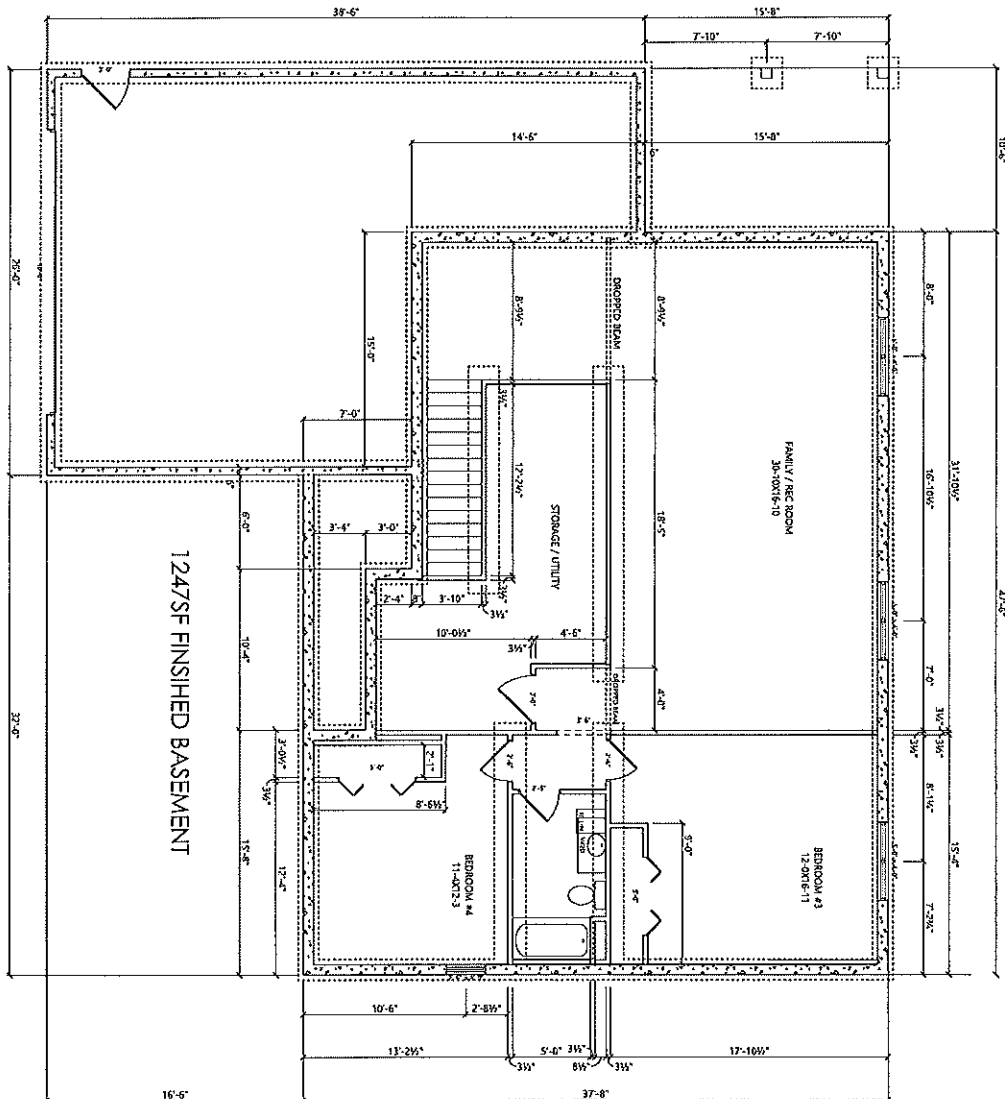
Reason Not Granted:







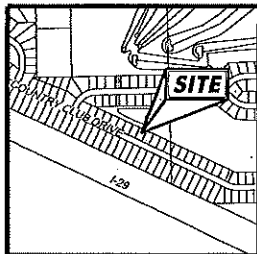
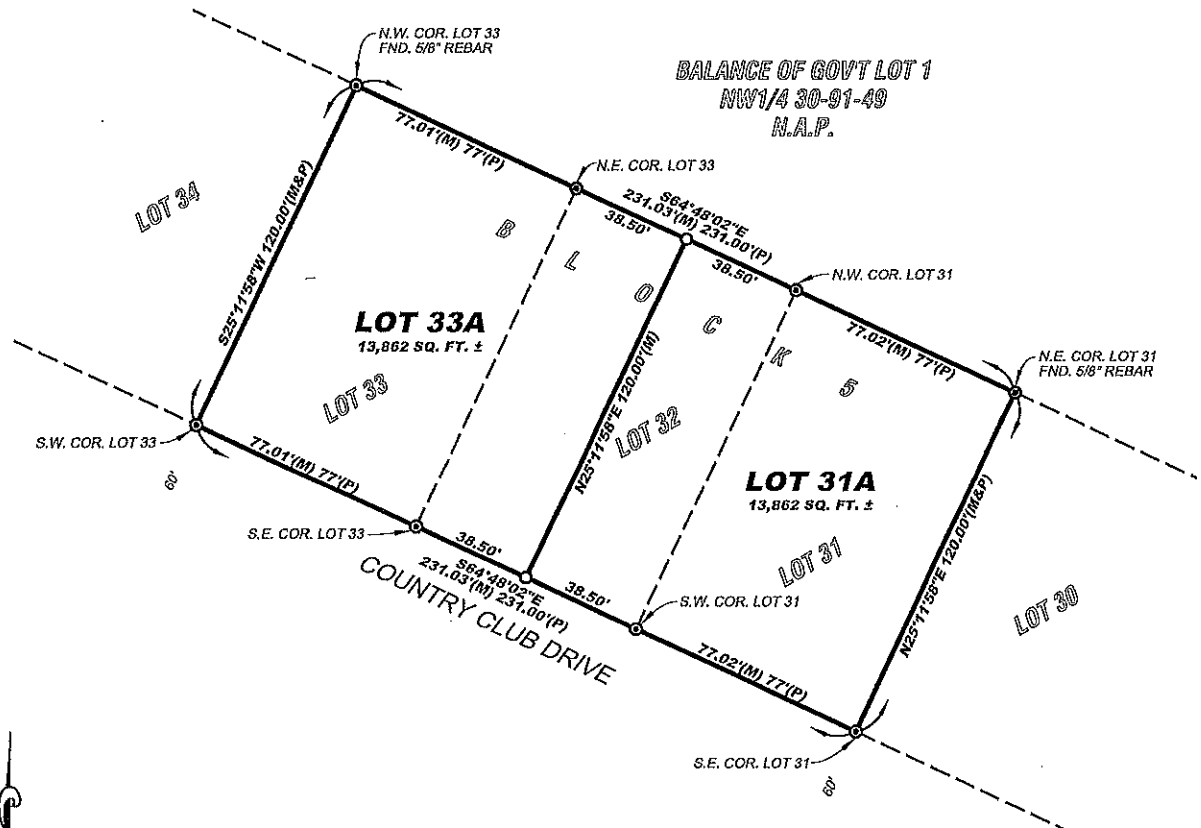
BASEMENT
FT POURED WALLS



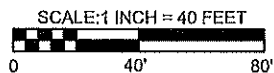
SURVEY PLAT

OF

**LOTS 31A AND 33A IN BLOCK 5 OF COUNTRY CLUB
ESTATES ADDITION, AN ADDITION TO THE CITY OF ELK POINT,
UNION COUNTY, SOUTH DAKOTA**



VICINITY MAP
NO SCALE

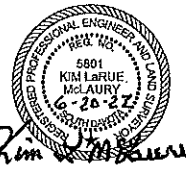


LEGEND

- ⊙ IRON MONUMENT FOUND
W/ CAP "8145" UNLESS NOTED
- IRON MONUMENT SET
5/8" x 18" REBAR W/CAP
"SDRLS KLM 5801"
- △ CALCULATED CORNER
- (M) MEASURED DISTANCE
- (P) PLATTED DISTANCE
- R.O.W. RIGHT OF WAY
- N.A.P. NOT A PART OF THIS SURVEY

SURVEYOR'S NOTES:

1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT AND DOES NOT PURPORT TO SHOW EASEMENTS OF RECORD, IF ANY.
2. BASIS OF BEARING: BEARINGS ARE BASED ON GRID NORTH (WGS 84 DATUM) OBTAINED BY DIRECT OBSERVATION USING SURVEY GRADE GPS EQUIPMENT. DISTANCES ARE GROUND IN US SURVEY FEET.



ANY CERTIFICATION EXPRESSED OR IMPLIED HEREIN APPLIES ONLY TO THE INDIVIDUAL(S), ASSOCIATION(S), AGENCY(S), AND/OR CORPORATION(S) EXPLICITLY LISTED. ANY CERTIFICATION EXPRESSED OR IMPLIED IS INVALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF KIM LARUE MCLAURY, STATE OF SOUTH DAKOTA, REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5801.

SURVEY CREW: MSB 06/09/22

DRAWN BY: JPK 06/20/22

PROJECT NO. 12220602

SCALE: 1" = 40'



**McLaury
Engineering, Inc.**

P.O. BOX 1130
118 W. MAIN STREET
ELK POINT, SD 57025
(605) 356-2308

PAGE 1 OF 2

SURVEY PLAT

OF

LOTS 31A AND 33A IN BLOCK 5 OF COUNTRY CLUB ESTATES ADDITION, AN ADDITION TO THE CITY OF ELK POINT, UNION COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE:

TO: NH DEVELOPMENT, LLC

I, KIM LARUE McLAURY, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE DIRECTION OF NH DEVELOPMENT, LLC, "LOTS 31A AND 33A IN BLOCK 5 OF COUNTRY CLUB ESTATES ADDITION, AN ADDITION TO THE CITY OF ELK POINT, UNION COUNTY, SOUTH DAKOTA" WAS SURVEYED AND PLATTED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, FOLLOWING GENERALLY ACCEPTED PROFESSIONAL STANDARDS FOR SURVEYING AND PLATTING IN THE STATE OF SOUTH DAKOTA.

DATED THIS 26th DAY OF June 2023

REGISTERED LAND SURVEYOR - KIM L. McLAURY - SD-5801

ANY CERTIFICATION EXPRESSED OR IMPLIED HEREIN APPLIES ONLY TO THE INDIVIDUAL(S), ASSOCIATION(S), AGENCY(S), AND/OR CORPORATION(S) EXPLICITLY LISTED. ANY CERTIFICATION EXPRESSED OR IMPLIED IS INVALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF "KIM LARUE McLAURY, STATE OF SOUTH DAKOTA, REGISTERED PROFESSIONAL LAND SURVEYOR, NUMBER 5801".



OWNERS CERTIFICATE:

WE, NH DEVELOPMENT, LLC, DO HEREBY CERTIFY THAT AS THE OWNERS OF "LOTS 31A AND 33A IN BLOCK 5 OF COUNTRY CLUB ESTATES ADDITION, AN ADDITION TO THE CITY OF ELK POINT, UNION COUNTY, SOUTH DAKOTA", SAID SURVEY AND PLAT WERE MADE AT OUR REQUEST AND UNDER OUR DIRECTION FOR THE PURPOSE OF LOCATING, MARKING, AND PLATTING THE SAME. WE ALSO CERTIFY THAT ANY DEVELOPMENT OF THIS LAND WILL MEET ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

VACATION OF PROPERTY:

PURSUANT TO SDCL 11.3.20, 11.3.20.1 AND 11.3.20.3, THE APPROVAL AND FILING OF THIS PLAT VACATES THE FOLLOWING:

LOTS 31, 32, AND 33 IN BLOCK 5 OF COUNTRY CLUB ESTATES ADDITION, AN ADDITION TO THE CITY OF ELK POINT, UNION COUNTY, SOUTH DAKOTA, AS FILED IN BOOK 39 OF PLATS, PAGE 9, ON MARCH 9TH, 2022, IN THE UNION COUNTY REGISTER OF DEEDS OFFICE.

Kristopher C. Hurlbert, Managing Member

06/21/2022
DATE

ACKNOWLEDGMENT OF OWNER:

STATE OF South Dakota COUNTY OF Union

ON THIS THE 21 DAY OF June 2022

BEFORE ME, Troy Donnelly, THE UNDERSIGNED OFFICER,

PERSONALLY APPEARED, KRISTOPHER C. HURLBERT, WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGING MEMBER OF NH DEVELOPMENT, LLC, AND THAT HE AS MANAGING MEMBER, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC
MY COMMISSION EXPIRES 4/7/27

ELK POINT PLANNING COMMISSION:

BE IT RESOLVED BY THE ELK POINT, SOUTH DAKOTA, PLANNING COMMISSION THAT THE ABOVE PLAT REPRESENTING "LOTS 31A AND 33A IN BLOCK 5 OF COUNTRY CLUB ESTATES ADDITION, AN ADDITION TO THE CITY OF ELK POINT, UNION COUNTY, SOUTH DAKOTA" BE AND THE SAME IS HEREBY APPROVED.

DATED THIS ___ DAY OF ___, 20__.

CHAIRMAN PLANNING COMMISSION ELK POINT, SOUTH DAKOTA

ELK POINT COUNCIL RESOLUTION:

BE IT RESOLVED BY ELK POINT COUNCIL THAT THE ABOVE PLAT REPRESENTING "LOTS 31A AND 33A IN BLOCK 5 OF COUNTRY CLUB ESTATES ADDITION, AN ADDITION TO THE CITY OF ELK POINT, UNION COUNTY, SOUTH DAKOTA" BE AND THE SAME IS HEREBY APPROVED.

I, _____, CITY FINANCE OFFICER OF ELK POINT, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE RESOLUTION

PASSED BY THE CITY COUNCIL AT ITS REGULAR MEETING ON THE ___ DAY OF ___, 20__.

MAYOR OF ELK POINT ELK POINT, SOUTH DAKOTA

CITY FINANCE OFFICER ELK POINT, SOUTH DAKOTA

CERTIFICATE OF COUNTY TREASURER:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

I, _____, COUNTY TREASURER OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT THE TAXES WHICH ARE LIENS UPON THIS LAND HAVE BEEN PAID TO DATE.

DATED THIS ___ DAY OF ___, 20__.

COUNTY TREASURER UNION COUNTY, SOUTH DAKOTA

CERTIFICATE OF DIRECTOR OF EQUALIZATION:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

I, _____, DIRECTOR OF EQUALIZATION OF UNION COUNTY, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT.

DATED THIS ___ DAY OF ___, 20__.

DIRECTOR OF EQUALIZATION UNION COUNTY, SOUTH DAKOTA

CERTIFICATE OF REGISTER OF DEEDS:

STATE OF SOUTH DAKOTA - COUNTY OF UNION

FILED FOR RECORD THIS ___ DAY OF ___, 20__, AT ___ O'CLOCK ___, M., AND RECORDED IN BOOK ___ OF PLATS ON PAGE ___ THEREIN.

REGISTER OF DEEDS UNION COUNTY, SOUTH DAKOTA

SURVEY CREW: MSB 06/09/22

DRAWN BY: JPK 06/20/22

PROJECT NO. 12220602

SCALE: NONE



McLaury Engineering, Inc.

PO BOX 1130
118 W. MAIN STREET,
ELK POINT, SD 57025
(605) 356-2308

PAGE 2 OF

RESOLUTION #2022-5

RESOLUTION APPROVING A SURVEY PLAT

A survey plat having been filed by Kristopher C. Hurlbert, requesting the following described portion of property be platted, to wit:

That Lots 31A and 33A in Block 5 of Country Club Estates Addition, an Addition to the City of Elk Point, South Dakota, Union County be platted;

BE IT HEREBY RESOLVED by the City Council of the City of Elk Point, South Dakota, that the following described survey plat, to wit:

That Lots 31A and 33A in Block 5 of Country Club Estates Addition, an Addition to the City of Elk Point, South Dakota, Union County.
is hereby platted.

Dated this 12th day of July 2022.

Voting in favor of this Resolution:

Voting against:

CITY OF ELK POINT

Deb McCreary
Mayor

ATTEST: _____
Erika Hammitt
Finance Officer

(SEAL)

CERTIFICATION

State of South Dakota)
 :SS
County of Union)

The undersigned, Finance Officer for the City of Elk Point, South Dakota, hereby certifies that the within and foregoing is a true and correct transcript and copy of the Resolution passed unanimously by the City Council of the City of Elk Point, South Dakota at their special meeting on July 12, 2022.

Finance Officer

(SEAL)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of July 14, 2022 (the "Effective Date") by and between Hotei Properties, LLC, a South Dakota limited liability company ("Assignor"), Villa Village Mobile Home Park, L.L.C., an Iowa limited liability company ("Assignee"), and the City of Elk Point, South Dakota ("City").

RECITALS:

WHEREAS, Assignor and Assignee entered into that certain Purchase Agreement dated March 31, 2022 for the sale and purchase of sixteen (16) unit townhomes located in Elk Point, South Dakota commonly known as "Eagle Estates Townhomes", as more particularly described therein (the "Purchase Agreement").

WHEREAS, Assignor previously entered into that certain Incentive Pass Through Agreement dated April 1, 2019 with the Elk Point Housing and Redevelopment Commission regarding Assignor's participation in the real property tax rebate program with the City of Elk Point (the "Incentive Agreement"), a copy of which is attached hereto as Exhibit "A."

WHEREAS, pursuant to the Purchase Agreement, Assignor is assigning all right, title, interest, and obligations under the Incentive Agreement to Assignee and Assignee is assuming and accepting all such right, title, interest, and obligations under the Incentive Agreement.

WHEREAS, the City executes this Assignment for the sole purpose of consenting to the assignment of the Incentive Agreement, as required by Paragraph 4 of the Incentive Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and signs over unto Assignee all right, title, interest, and obligations of Assignor in, to, and under the Incentive Agreement.
2. Assignee hereby assumes and accepts such assignment and agrees to perform all obligations of Assignor pursuant to the Incentive Agreement.
3. City hereby approves, confirms, and consents to the above-referenced assignment as required by Paragraph 4 of the Incentive Agreement.
4. Notwithstanding anything herein to the contrary, Assignor retains all rights to the rebated payments as set forth in Section 4.A and 4.C of the Purchase Agreement.
5. The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.
6. This Assignment may be executed in one or more counterparts, each of which shall for all purposes be an original, and all such counterparts shall constitute one and the same instrument. Delivery of an executed signature page of this Assignment in portable document

format (.pdf) or by facsimile transmission shall be effective as delivery of an executed original counterpart of this Assignment.

7. This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

HOTEI PROPERTIES, LLC

By: Holly Sabaliauskas, Manager
"Assignor"

VILLA VILLAGE MOBILE HOME PARK, L.L.C.

By: D. Scott Simpson, Manager
"Assignee"

CITY OF ELK POINT, SOUTH DAKOTA

By: _____
"City"

STATE OF SOUTH DAKOTA

)
: SS
)

The _____ County Board

County of _____

In the Matter of

*
*
*

CERTIFICATION OF
QUALIFIED MENTAL HEALTH PROFESSIONAL
OR PHYSICIAN

I have seen _____ on the _____ day of _____,
2013 and have made a careful personal examination.

As a result of such examination, I hereby certify that, according to my judgment, said person is mentally ill and a fit subject for custody and treatment in the hospital for the mentally ill. I also certify that I have stated correctly the answers I have obtained, from the best sources within my knowledge, and from my observation, to the interrogations furnished, which interrogations and answers hereby accompany this certificate and are given below.

Dated at _____ this _____ day of _____, 20____.

Signature: _____
Qualified Mental Health Professional

(1) HISTORY
(a) Informant:

(1) Name _____

(2) Address _____

(3) Relationship _____

(b) Patient

(1) Full Name _____

(2) Born-Place, Date _____

(3) Sex, Race, Education _____

(4) Occupation _____

(5) Social Security No. _____

(6) How Long in South Dakota _____

(7) Marital Status _____

(c) Wife/Husband

(1) Name _____

(2) Address _____

(d) Father:
(If a minor)

(1) Full Name _____

(2) Address _____

(e) Mother:
(If a minor)

(1) Full Name _____

(2) Address _____

(f) Next of Kin

(1) Full Name _____

(2) Address _____

(3) Relationship _____

(g) Legally responsible
relative/guardian

(1) Full name _____

(2) Address _____

(3) Relationship _____

(h) Military Service: _____ Yes _____ No

(i) Previous Treatment for Mental Illness: Give dates, places of treatment, dates of previous
Hospitalizations, etc. _____

(j) A review of previous behavior or acts which led to involuntary commitment or treatment
which are similar or related to the person's present psychiatric condition or status: _____

(2) EXAMINATION FINDINGS

(a) Physical condition, including any special test results: _____

(b) Present Mental Condition: _____

(c) Is this patient considered to be a danger to himself? If so, explain: _____

(d) Is this patient considered to be a danger to others? If so, explain: _____

(e) Diagnostic Impression: _____

(f) Is this person taking any medication or drugs? List them if known. In your opinion, do these
have an effect on the person's current behaviors? If so, explain: _____

(g) In your opinion, could this person benefit from treatment? If so, please list the least
restrictive alternatives: _____

(h) Qualified Mental Health Professional: _____

(Signature)

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of July 14, 2022 (the "Effective Date") by and between Hotel Properties, LLC, a South Dakota limited liability company ("Assignor"), Villa Village Mobile Home Park, L.L.C., an Iowa limited liability company ("Assignee"), and the City of Elk Point, South Dakota ("City").

RECITALS:

WHEREAS, Assignor and Assignee entered into that certain Purchase Agreement dated March 31, 2022 for the sale and purchase of sixteen (16) unit townhomes located in Elk Point, South Dakota commonly known as "Eagle Estates Townhomes", as more particularly described therein (the "Purchase Agreement").

WHEREAS, Assignor previously entered into that certain Incentive Pass Through Agreement dated April 1, 2019 with the Elk Point Housing and Redevelopment Commission regarding Assignor's participation in the real property tax rebate program with the City of Elk Point (the "Incentive Agreement"), a copy of which is attached hereto as Exhibit "A."

WHEREAS, pursuant to the Purchase Agreement, Assignor is assigning all right, title, interest, and obligations under the Incentive Agreement to Assignee and Assignee is assuming and accepting all such right, title, interest, and obligations under the Incentive Agreement.

WHEREAS, the City executes this Assignment for the sole purpose of consenting to the assignment of the Incentive Agreement, as required by Paragraph 4 of the Incentive Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and signs over unto Assignee all right, title, interest, and obligations of Assignor in, to, and under the Incentive Agreement.
2. Assignee hereby assumes and accepts such assignment and agrees to perform all obligations of Assignor pursuant to the Incentive Agreement.
3. City hereby approves, confirms, and consents to the above-referenced assignment as required by Paragraph 4 of the Incentive Agreement.
4. Notwithstanding anything herein to the contrary, Assignor retains all rights to the rebated payments as set forth in Section 4.A and 4.C of the Purchase Agreement.
5. The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.
6. This Assignment may be executed in one or more counterparts, each of which shall for all purposes be an original, and all such counterparts shall constitute one and the same instrument. Delivery of an executed signature page of this Assignment in portable document

format (.pdf) or by facsimile transmission shall be effective as delivery of an executed original counterpart of this Assignment.

7. This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of South Dakota.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the Effective Date.

HOTEL PROPERTIES, LLC

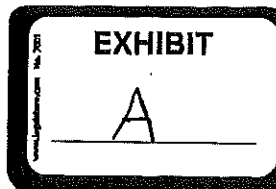
By: Holly Sabaliauskas, Manager
"Assignor"

VILLA VILLAGE MOBILE HOME PARK, L.L.C.

By: D. Scott Simpson, Manager
"Assignee"

CITY OF ELK POINT, SOUTH DAKOTA

By: _____
"City"



INCENTIVE PASS THROUGH AGREEMENT

THIS INCENTIVE PASS THROUGH AGREEMENT (the "Agreement") is made and entered into as of this 1st day of April, 2019, by and between Elk Point Economic Development Corporation (the "EPEDC"), whose address is PO Box 280, Elk Point, SD 57025, and Hotel Properties, LLC, a South Dakota limited liability company (the "Company"), whose address is PO Box 369, Elk Point, SD 57025.

RECITALS

WHEREAS, the Company has agreed to purchase certain real property from the Elk Point Housing and Redevelopment Commission hereinafter referred to as "Eagle Estates" and described as:

Country Club Tract 4 in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section 30, Township 91 North, Range 49 West of the 5th P.M., Union County, South Dakota, according to the recorded plat thereof.

Lot 27, Block 4 of Country Club Estates, City of Elk Point, Union County, South Dakota, according to the recorded plat thereof

WHEREAS, the Company has agreed to purchase certain real property from the Elk Point Housing and Redevelopment Commission hereinafter referred to as the "Unimproved Parcel" and described as:

Country Club Tract 5 in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section 30, Township 91 North, Range 49 West of the 5th P.M., Union County, South Dakota, according to the recorded plat thereof.

WHEREAS, Company's participation in the real property tax rebate program of the City is a condition of the purchase of Eagle Estates and the Unimproved Parcel (collectively, the "Property"); and

WHEREAS, the City has authorized Company's participation in the real property tax rebate program as the program relates to the Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

1. **Term of this Agreement.** This Agreement shall remain in effect until the later of: (i) when the Company has received rebates for the City's portion of the real property taxes assessed and collected against Eagle Estates for a period of fifteen (15) years from the receipt of the first rebate, or (ii) if the Company improves the Unimproved Parcel, when the Company has received rebates for the City's portion of the real property taxes assessed and collected against the Unimproved Parcel for a period of five (5) years from the receipt of the first rebate. Notwithstanding the foregoing, Company shall not be entitled to receive rebates on Eagle Estates after fifteen (15) years from the receipt of the first rebate.

2. **EPEDC'S Obligations.** EPEDC shall only act as a passthrough entity to Company.

Company will provide evidence to EPEDC of Company's payment to the Union County Treasurer of all real property taxes on the Property. EPEDC will provide the City with a calculation of the Real Estate Tax. Upon EPEDC's receipt of the Real Estate Tax rebate from the City, EPEDC shall promptly forward said amount to Company.

3. **Company Obligations.** Company shall purchase the Property subject to the terms of the agreement to purchase real estate made by and between the Company and the Elk Point Housing and Redevelopment Commission. Company will provide evidence of payment of all real property taxes on the Property to EPEDC. Company shall provide EPEDC with delivery instructions for the real estate tax rebate.

4. **Assignment.** Company may not assign or otherwise transfer its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of the City of Elk Point, which shall not be unreasonably withheld or conditioned.

5. **Amendments.** This Agreement may be amended only by written instrument upon mutual consent of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**ELK POINT ECONOMIC DEVELOPMENT
CORPORATION**

By: 

Printed Name: ROBERT J. CURRE

Its: PRESIDENT

HOTEL PROPERTIES, LLC

By: 

Holly Lins, Manager

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "**Agreement**") is effective on March 31, 2022 (the "**Effective Date**") between *Hotel Properties, LLC*, a South Dakota limited liability company ("**Seller**"), whose address for purposes of this Agreement is 18925 C16, Akron, IA 51001, and *Villa Village Mobile Home Park, L.L.C.*, an Iowa limited liability company ("**Buyer**"), whose address for the purposes of this Agreement is 18459 300th St, Treynor, IA 51575.

RECITALS

WHEREAS, Seller owns and operates sixteen (16) unit townhomes located in Elk Point, South Dakota commonly known as "Eagle Estates Townhomes" which is located on the real estate described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Real Estate**").

WHEREAS, Seller desires to sell and Buyer desires to purchase the Real Estate pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. **PURCHASE AND SALE OF ASSETS.** On the terms and conditions set forth in this Agreement, at the Closing (as hereinafter defined) the Buyer shall acquire and accept from the Seller, and the Seller shall sell, transfer, assign, convey and deliver to Buyer all of the Seller's right, title and interest in, to and under the Purchased Assets (as hereinafter defined), free and clear of all liens but subject to the Permitted Exceptions (as hereinafter defined). The "**Purchased Assets**" shall include the following assets: the Real Estate, any of Seller's equipment and tangible personal property associated with operation of the Real Estate, contractual rights (including leases), and any goodwill and intangible assets associated with the Real Estate. However, specifically excluded from the Purchased Assets shall be any cash, cash equivalents, and bank accounts of Seller used in the operation of the Real Estate and any other property owned by Seller which is unrelated to or otherwise not primarily used for the Real Estate and its operation, which shall be retained by Seller.

2. **NO ASSUMPTION OF LIABILITIES.** Except as set forth herein, Buyer is not assuming and will not be liable for any liabilities, obligations, costs, or expenses arising out of or related to the Real Estate incurred on or before the Closing Date (as hereinafter defined).

3. **PURCHASE PRICE.** The Purchase Price shall be Two Million One Hundred Thousand Dollars (\$2,100,000.00) (the "**Purchase Price**"), subject to adjustment as provided herein, and the method of payment shall be as follows. Buyer shall make an earnest deposit of Twenty-Five Thousand Dollars (\$25,000.00) (the "**Deposit**") with Closing Siouxland, Inc., 2400 4th Street, Sioux City, Iowa 51101 (the "**Escrow Agent**") within three (3) days following the Effective Date. The Deposit is to be delivered to Seller at Closing upon performance of Seller's

obligations and satisfaction of Buyer's contingencies, if any. In addition, upon Closing the remaining balance, as adjusted throughout this Agreement, shall be payable in cash or immediately available funds by Buyer. The parties agree they will reasonably agree to an allocation of the Purchase Price between real estate and personal property prior to Closing.

4. REAL ESTATE TAXES AND INCENTIVE PASS THROUGH AGREEMENT.

A. Seller shall pay real estate taxes pro-rated to the Closing Date and any unpaid real estate taxes payable in prior years; provided, however, Seller shall not be required to pay, give a proration credit at Closing or otherwise be responsible for those portions of the real estate taxes (whether currently due or accrued) which are to be rebated pursuant to that certain Incentive Pass Through Agreement between the Elk Point Economic Development Corporation and Seller dated April 1, 2019 ("**Incentive Pass Through Agreement**"). Buyer shall pay all subsequent real estate taxes.

B. Notwithstanding anything herein to the contrary, Buyer shall be responsible for taking any and all action with the City of Elk Point and/or the Elk Point Economic Development Corporation necessary to assign and transfer the Incentive Pass Through Agreement from Seller to Buyer at Closing.

C. If Seller has, as of Closing, paid any real estate taxes for which Seller has not yet received the rebate pursuant to the Incentive Pass Through Agreement ("**Unpaid Rebates**"), the parties agree the Unpaid Rebates shall remain the property of Seller and (i) shall be retained by Seller if received by Seller after Closing; (ii) shall be promptly paid to Seller if received by Buyer after Closing; or (iii) may be reflected on the Settlement Statement as a credit to Seller.

5. SECURITY DEPOSITS AND RENTS. Buyer shall be given a credit for any security deposits held by Seller at Closing. All rents and prepaid rents shall be pro-rated as of the Closing Date. All rental income collected by Seller up to the Closing Date which are allocable to the period from and after the Closing Date shall be delivered to Buyer by Seller or credited against the Purchase Price at Closing. If Seller, after the Closing, receives any rents relating to periods which commence after the Closing Date such rents shall be promptly delivered to Buyer. If Buyer, after the Closing, receives any rents relating to periods which are for the period prior to the Closing Date such rents shall be promptly delivered to Seller. Seller and Buyer agree to work with each other and pay to the other party, promptly upon receipt, all amounts received subsequent to Closing which are properly allocable to the other party.

6. SPECIAL ASSESSMENTS. Seller shall pay all special assessments which are a lien on the Real Estate as of the Closing Date. Buyer shall pay all other special assessments not paid by Seller.

7. RISK OF LOSS AND INSURANCE. Seller shall bear the risk of loss or damage to the Real Estate prior to closing or possession, whichever first occurs. Seller agrees to maintain existing insurance and Buyer may purchase additional insurance. In the event of substantial damage or destruction prior to Closing, this Agreement shall be null and void; provided, however, Buyer shall have the option to complete the closing and receive insurance

proceeds regardless of the extent of damages. The Real Estate shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

8. **CLOSING AND POSSESSION.** The consummation of the purchase and sale of the Purchased Assets (the “**Closing**”) will be administered by Escrow Agent and may occur by mail. The parties agree to provide the Escrow Agent with escrow instructions consistent with this Agreement. If Buyer timely performs all obligations, possession of the Purchased Assets, including the Real Estate, shall be delivered to Buyer at Closing. Closing shall occur on or before the date which is thirty (30) days from the close of the Inspection Period (“**Closing Date**”).

9. **CONDITIONS TO CLOSING.** Notwithstanding anything in this Agreement to the contrary, Buyer’s obligations to purchase the Purchased Assets and to make payment of the Purchase Price are subject to, and conditioned upon, satisfaction, on or before the date of Closing unless otherwise specified, of each of the following conditions:

A. *Due Diligence.* Buyer’s confirmation that the Real Estate is free from any deficiency and is satisfactory. To facilitate this, Buyer, commencing on the Effective Date and continuing for a period of thirty (30) days (the “**Inspection Period**”), may inspect or have the Real Estate and Purchased Assets inspected, at Buyer’s sole expense. Within five (5) business days of receipt of a request by Buyer, Seller shall provide Buyer with any documents in Seller’s possession reasonably relating to the use, occupancy or ownership of the Real Estate. Prior to the expiration of the Inspection Period, Buyer has the absolute right to terminate this Agreement for any reason (including for no reason at all) by delivering to Seller a termination notice. If Buyer timely delivers a termination notice then this Agreement shall terminate, the Escrow Agent shall (without the need for any further consent or approval of Seller) immediately refund the Deposit to Buyer, and the parties shall be relieved of further obligations under this Agreement, except to the extent such obligations expressly survive the termination of this Agreement.

B. *Financing.* This Agreement is not contingent upon Buyer’s ability to obtain financing; however, Buyer reserves the right to finance the purchase at its option.

C. *Representations and Warranties.* The representations and warranties of Seller contained in this Agreement shall be true and correct as of the Effective Date and as of the date of Closing.

D. *Other Conditions.* Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement. There shall not have been or occurred any event, change, occurrence or circumstances that, individually or in the aggregate, has had or which could reasonably be expected to have a material adverse effect on the Seller. There shall not be any order or other governmental action restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement. Seller shall have delivered all of the documents and instruments set forth in Section 10.

10. DELIVERIES AT CLOSING.

A. *Seller Deliveries.* At Closing, Seller shall deliver to Buyer the following: (i) an executed original Warranty Deed, in a form satisfactory for recording, conveying title to the Real Estate to Buyer, free and clear of all liens, together with full possession of all real and personal property making up the Real Estate, subject to the leases associated with the Real Estate, any zoning and other ordinances, covenants of record, any easements of record and the Permitted Exceptions; (ii) a Bill of Sale for all of the Purchased Assets which are not Real Estate in a form reasonably acceptable to Seller and Buyer; (iii) an Assignment and Assumption of Leases, with mutual indemnifications based on the Closing Date, in a form reasonably acceptable to Seller and Buyer; (iv) a certificate duly executed by Seller under penalty of perjury certifying that Seller is not a "foreign person" in accordance with and for the purpose of Section 1445 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder; (v) a duly executed Settlement Statement; (vi) such other standard and customary ancillary closing documents as the title insurance company may reasonably require in order to complete the transactions contemplated hereunder; (vii) all leases, property operation, maintenance, tenant files, and all other documents relating to the use, operation, and ownership of the Real Estate; (viii) an Assignment of the Incentive Pass Through Agreement, in a form reasonably acceptable to Seller and Buyer; and (ix) any other document reasonably requested by Buyer or Seller to consummate the transaction contemplated under this Agreement. From time to time following Closing, the Seller shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to assure fully to Buyer and its successors and assigns, all of the properties, rights, titles, interests, remedies, powers and privileges intended to be conveyed to Buyer under this Agreement and to otherwise make effective the transactions contemplated hereby and thereby.

B. *Buyer Deliveries.* At Closing, Buyer shall deliver to Seller the following: (i) the Purchase Price, as adjusted herein, in accordance with this Agreement; (ii) a duly executed Settlement Statement, (iii) an executed Assignment and Assumption of Leases, with mutual indemnifications based on the Closing Date, in a form reasonably acceptable to Seller and Buyer; (iv) an Assignment of the Incentive Pass Through Agreement, in a form reasonably acceptable to Seller and Buyer; and (v) any other document reasonably requested by Seller to consummate the transaction contemplated under this Agreement. From time to time following Closing, the Buyer shall execute, acknowledge and deliver all such further notices, assumptions, and releases and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to make effective the transactions contemplated hereby and thereby.

11. REPRESENTATIONS AND WARRANTIES.

A. Seller represents and warrants to Buyer that:

(i) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of South Dakota and has all requisite power and authority to execute, deliver and perform this Agreement, and to consummate the transactions contemplated hereunder. The execution and performance by Seller of the terms and provisions

of this Agreement have been duly authorized by all requisite company action and, subject to Buyer's execution, this Agreement constitutes a valid and binding obligation of the company enforceable against it in accordance with its terms.

(ii) To the best of Seller's knowledge, neither the execution nor delivery by Seller of this Agreement nor the consummation of the transactions contemplated hereby (a) violates or will violate any law applicable to Seller; (b) results or will result in a breach of, or default under, Seller's Articles, Operating Agreement, or similar agreement related to Seller's organization or operation; (c) violates or will violate any order, ruling, writ, judgment, injunction or decree of any court or governmental entity applicable to Seller; (d) conflicts or will conflict with or will result in any breach of any commitment applicable to Seller; (e) results or will result in the imposition of any lien on the Real Estate; or (f) results or will result in or give rise to any claim or judgment against Seller.

(iii) To the best of Seller's knowledge, there is no litigation, arbitration or other legal or administrative suit, action, proceeding or investigation of any kind that has been served or delivered upon Seller relating to the Real Estate or any part thereof, or to Seller's knowledge, which is threatened against or involves the Real Estate or any part thereof; excepting, however, any eviction actions against tenants of the Real Estate.

(iv) To the best of Seller's knowledge, there are no existing contracts or other agreements for the sale of the Purchased Assets including the Real Estate, or any portion thereof, or that give any other party any right in or to the Purchased Assets including the Real Estate, or any portion thereof, and Seller is in full possession of the Purchased Assets and, to the best of its knowledge, there is no other party occupying any portion of the Real Estate (except for tenants with leases), or who may claim any interest in the Purchased Assets, or any portion thereof by reason of adverse possession, prescriptive easement, establishment of a boundary by acquiescence or otherwise.

(v) To the best of Seller's knowledge, there does not exist any actual, or to the knowledge of Seller, threatened or contemplated condemnation or eminent domain proceedings that affect the Real Estate or any part thereof and Seller has no knowledge of any actual or contemplated assessment against the Real Estate.

(vi) There are no leases other than as provided and will be assigned to Buyer at Closing.

(vii) To the best of Seller's knowledge, Seller has not received written notice of any violation any laws relating to building, zoning, subdivision, traffic, parking, land use, environmental, occupancy and health.

(viii) To the best of Seller's knowledge, all information provided to Buyer related to the Real Estate including any financial information is complete and correct in all material respects.

(ix) To the best of Seller's knowledge, Seller has all certificates of occupancy

and permits of any governmental authority necessary or useful for the current use and operation of the Real Estate and Seller has complied with all material conditions of the permits applicable to the Real Estate.

(x) No representation or warranty by Seller herein nor any statement or certificate furnished or to be furnished pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact known to Seller required to make the statements herein or therein contained under the circumstances hereof not misleading.

B. Buyer represents and warrants to Seller that:

(i) Buyer is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Iowa and has all requisite power and authority to execute, deliver and perform this Agreement, and to consummate the transactions contemplated hereunder. The execution and performance by Buyer of the terms and provisions of this Agreement have been duly authorized by all requisite company action and, subject to Seller's execution, this Agreement constitutes a valid and binding obligation of the company enforceable against it in accordance with its terms.

(ii) Neither the execution nor delivery by Buyer of this Agreement nor the consummation of the transactions contemplated hereby (a) violates or will violate any law applicable to Buyer; (b) violates or will violate any order applicable to Buyer; (c) conflicts or will conflict with or will result in any breach of any commitment applicable to Buyer; or (d) results or will result in or give rise to any claim or judgment against Buyer. Except as otherwise provided in this Agreement, no consent, authorization or approval from, or registration or filing with, any governmental entity or other third party is required to be obtained or made by or with respect to Buyer in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

12. LIMITATION OF LIABILITY. No member, or constituent partner in, or agent of Seller, nor any member, partner, advisor, trustee, director, officer, employee, beneficiary, shareholder, participant, representative or agent of any entity that is or becomes a member or constituent partner in Seller shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The provisions of this Section 12 shall survive the Closing or any termination of this Agreement.

13. RIGHT OF ENTRY. From and after the Effective Date until Closing or the earlier termination of this Agreement, Buyer and its agents, have a right of entry on the Real Estate and may use such right to enter the Real Estate at reasonable times for any purpose related to this Agreement, including for inspections, examinations, testing, and other reasonable investigation of the Real Estate; provided, however, there shall be no physically invasive examination or testing of the Real Estate without Seller's consent. Seller shall afford Buyer and its representatives reasonable access to books and records related to the operations of the Real Estate and shall

provide information concerning the operations of the Real Estate as Buyer shall reasonably request. Buyer shall protect, defend, indemnify and hold harmless Seller and Seller's directors, officers, managers, employees, members, agents, representatives, affiliates, guests, invitees, heirs, successors, and assigns, from and against any and all claims related to any damage to persons or the Real Estate or Purchased Assets, or any violation of law solely arising from Buyer's entry upon the Real Estate or Purchased Assets. Buyer shall repair any damage to the Real Estate caused by any such entry, other than improvements contemplated by this Agreement, such obligation to survive the termination of this Agreement or Closing, whichever is earlier.

14. DEFAULT AND REMEDIES.

A. Buyer's Remedies. Notwithstanding anything to the contrary contained in this Agreement, if Seller fails to perform in accordance with the terms of this Agreement at or prior to Closing and Buyer is not in material default hereunder, then, as Buyer's sole and exclusive remedy hereunder and at Buyer's option, either (i) the Deposit shall be returned to Buyer, in which event this Agreement shall be null and void, and neither party shall have any rights or obligations under this Agreement except those which expressly survive termination, or (ii) upon notice to Seller not more than ten (10) days after Buyer becomes aware of such failure, and provided an action is filed within thirty (30) days thereafter, Buyer may seek specific performance of this Agreement, but not damages. Buyer's failure to seek specific performance as aforesaid shall constitute its election to proceed under clause (i) above.

B. Seller's Remedies. If Buyer fails to perform in accordance with the terms of this Agreement and Seller is not in material default hereunder, Seller shall have the right to terminate this Agreement by delivering written notice to Buyer whereupon the Deposit shall be forfeited to Seller as liquidated damages (which shall be Seller's sole and exclusive remedy against Buyer), it being agreed between the parties hereto that the actual damages to Seller in such event are impractical to ascertain and the amount of the Deposit is a reasonable estimate thereof and shall be and constitute valid liquidated damages, at which time this Agreement shall be null and void and neither party shall have any rights or obligations under this Agreement, except those which expressly survive termination. Notwithstanding the foregoing, nothing in this Section 14 shall limit any indemnification obligation of Buyer under this Agreement.

15. FIXTURES. Included with the Real Estate shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the Real Estate, whether attached or detached.

16. CARE AND MAINTENANCE AND OPERATION. The Purchased Assets, including the Real Estate, shall be preserved in its present condition by Seller (normal wear and tear excepted) and delivered intact at the time possession is delivered to Buyer. From the Effective Date until the Closing, Seller shall operate the Real Estate only in the ordinary course of business and shall use commercially reasonable efforts to preserve the present business operations and maintain the Purchased Assets consistent with past practices.

17. TITLE INSURANCE.

A. Seller shall furnish Buyer with a title insurance commitment from Union County Abstract and Title (the "**Title Commitment**") within twenty (20) days of the Effective Date. At Closing, Buyer shall cause the Title Commitment to be updated for purposes of issuance of a standard ALTA owner's policy of title insurance (the "**Owner's Policy**") insuring fee simple title to the Real Estate in the amount of the purchase price. The cost of the Owner's Policy for this sale shall be paid one-half (1/2) by Seller and one-half (1/2) by Buyer; provided, however, Buyer shall be solely responsible for paying any endorsements or lender's policies.

B. Buyer shall have until the date which is ten (10) business days after Buyer's receipt of the Title Commitment to give Seller a detailed notice objecting to any exception contained in the Title Commitment (each such objectionable exception, a "**Rejected Exception**"). If Buyer does not give notice of any objections to Seller within ten (10) business days after Buyer's receipt of the Title Commitment, Buyer shall be deemed to have approved the title as shown in the Title Commitment, the title exceptions, and all matters shown on any survey provided by Seller or obtained by Buyer, if any, and any such exceptions or matters shall become "**Permitted Exceptions**." If Buyer provides timely objections, Seller shall have five (5) business days after receipt of Buyer's notice (the "**Title Cure Period**") in which to elect, by written notice to Buyer, either (i) to cure or attempt to cure Buyer's objections, or (ii) not to cure Buyer's objections; provided, however, notwithstanding the foregoing, except with respect to liens secured by mortgages securing loans made to Seller or prior owners of the property, mechanics' liens relating to work authorized by Seller, judgment liens against Seller and encumbering the property, and delinquent taxes and assessments constituting liens against the Property ("**Monetary Liens**"), Seller shall have no obligation whatsoever to cure or attempt to cure any of Buyer's objections. In the event that Seller fails to provide such written notice of its election to proceed under either clause (i) or (ii) above, Seller shall be deemed to have elected clause (ii) above. At Seller's cost and expense, Seller may bond around any such matters to title company's reasonable satisfaction or cause title company to endorse over any such objection, and in either event, such objection shall be deemed cured. If Buyer provides timely objections and all of Buyer's objections are not cured (or agreed to be cured by Seller prior to Closing) within the Title Cure Period, or prior to Closing if Seller agrees to cure same prior to Closing, for any reason, then, within five (5) days after the last day of the Title Cure Period Buyer shall, as its sole and exclusive remedy, waiving all other remedies, either: (x) terminate this Agreement by giving a termination notice to Seller, at which time the Deposit shall be returned to Buyer and the parties shall have no further rights, liabilities, or obligations under this Agreement (other than those that expressly survive termination); or (y) waive the uncured objections and proceed to Closing and thereby be deemed to have approved the Buyer's title as shown in the Title Commitment, the title exception documents, and any survey provided by Seller or obtained by Buyer, if any, and any such uncured objections shall become Permitted Exceptions. If Seller does not timely receive notice of Buyer's election to terminate under this Section 17(B), Buyer will be deemed to have waived the uncured objections and to approve the title as shown in the Title Commitment, the title exception documents, and any survey provided by Seller or obtained by Buyer, if any, and such uncured objections shall become Permitted Exceptions.

18. BROKER. Neither party has used a real estate broker in this transaction.

19. **TRANSACTION COSTS.** At Closing, any transfer taxes due upon filing the deed from Seller to Buyer shall be paid by Seller. Any recordation charges for the warranty deed described herein shall be paid in full by Buyer. The parties hereunder shall each pay one-half (1/2) of the cost of premiums for owner's title insurance policy (as provided in Section 17 above), and Buyer shall pay for any endorsements and lender's policies. Each party shall pay one-half (1/2) of the costs of the Escrow Agent and any other fees charged by Escrow Agent to close this transaction. Each party shall be responsible for the payment of its respective legal counsel, advisors, and other professionals engaged in connection with this Agreement. Buyer shall be responsible for all of its costs and expenses associated with its due diligence.

20. **USE OF PURCHASE PRICE.** At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others in accordance with the terms of this Agreement.

21. **AS-IS.**

A. AS-IS CONDITION. SUBJECT TO SELLER'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 11.A ABOVE AND IN ANY DOCUMENTS DELIVERED PURSUANT TO THE TERMS HEREOF BY SELLER TO BUYER AT CLOSING, AND ACKNOWLEDGING THE PRIOR USE OF THE REAL ESTATE AND PURCHASED ASSETS AND BUYER'S OPPORTUNITY TO INSPECT THE REAL ESTATE AND PURCHASED ASSETS, BUYER AGREES TO PURCHASE THE REAL ESTATE AND PURCHASED ASSETS "AS IS", "WHERE IS", WITH ALL FAULTS AND CONDITIONS THEREON. ANY WRITTEN OR ORAL INFORMATION, REPORTS, STATEMENTS, DOCUMENTS OR RECORDS CONCERNING THE REAL ESTATE AND PURCHASED ASSETS ("DISCLOSURES") PROVIDED OR MADE AVAILABLE TO BUYER, ITS AGENTS OR CONSTITUENTS BY SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, SHALL NOT BE REPRESENTATIONS OR WARRANTIES, UNLESS SPECIFICALLY SET FORTH IN SECTION 11.A OF THIS AGREEMENT. IN PURCHASING THE REAL ESTATE AND PURCHASED ASSETS OR TAKING OTHER ACTION HEREUNDER, BUYER HAS NOT AND SHALL NOT RELY ON ANY SUCH DISCLOSURES, BUT RATHER, BUYER SHALL RELY ONLY ON BUYER'S OWN INSPECTION OF THE REAL ESTATE AND PURCHASED ASSETS. BUYER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS AND TAKES INTO ACCOUNT THAT THE REAL ESTATE AND PURCHASED ASSETS ARE BEING SOLD "AS IS".

B. NO ADDITIONAL REPRESENTATIONS. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT AS EXPRESSLY SET FORTH IN SECTION 11.A OF THIS AGREEMENT AND IN ANY DOCUMENTS DELIVERED PURSUANT TO THE TERMS HEREOF BY SELLER TO BUYER AT CLOSING, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED,

ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE REAL ESTATE AND PURCHASED ASSETS INCLUDING, WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR PHYSICAL CONDITION OF THE REAL ESTATE AND PURCHASED ASSETS, (B) THE CONSTRUCTION OF THE IMPROVEMENTS AND WHETHER THERE EXISTS ANY CONSTRUCTION DEFECTS THEREIN, (C) THE WATER, SOIL AND GEOLOGY OF THE REAL ESTATE AND PURCHASED ASSETS, (D) THE INCOME TO BE DERIVED FROM THE REAL ESTATE AND PURCHASED ASSETS, (E) THE SUITABILITY OF THE REAL ESTATE AND PURCHASED ASSETS FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, (F) THE COMPLIANCE OF OR BY THE REAL ESTATE AND PURCHASED ASSETS OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION THEREOVER, (G) THE HABITABILITY OR FITNESS OF THE REAL ESTATE AND PURCHASED ASSETS FOR A PARTICULAR PURPOSE, (H) THE MARKETABILITY OF THE REAL ESTATE AND PURCHASED ASSETS OR THE ABILITY TO LEASE OR SELL UNITS/PADS THEREIN, (I) THE STATUS OR CONDITION OF ENTITLEMENTS PERTAINING TO THE REAL ESTATE AND PURCHASED ASSETS, AND (J) ANY MATTER REGARDING ANY HAZARDOUS MATERIALS, AS HEREINAFTER DEFINED.

C. RELEASE. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE REAL ESTATE AND PURCHASED ASSETS, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO ANY MATTER RELATING TO THE REAL ESTATE AND PURCHASED ASSETS AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER, SELLER'S AGENTS, EMPLOYEES OR THIRD PARTIES REPRESENTING OR PURPORTING TO REPRESENT SELLER, WITH RESPECT THERETO. UPON CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS REGARDING THE REAL ESTATE AND PURCHASED ASSETS MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, UPON CLOSING, SHALL BE DEEMED, ON BEHALF OF ITSELF AND ON BEHALF OF ITS TRANSFEREES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO WAIVE, RELINQUISH, RELEASE AND FOREVER DISCHARGE SELLER AND SELLER'S AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, BY REASON OF OR ARISING OUT OF THE REAL ESTATE AND PURCHASED ASSETS, INCLUDING, WITHOUT LIMITATION, BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECT OR OTHER PHYSICAL CONDITION (INCLUDING, WITHOUT LIMITATION, FUNGI, MOLD OR MILDEW) WHETHER PURSUANT TO THE STATUTES IN EFFECT IN THE STATE OF SOUTH DAKOTA OR IN ANY OTHER FEDERAL, STATE, OR LOCAL ENVIRONMENTAL OR HEALTH AND SAFETY LAW OR REGULATION, THE EXISTENCE OF ANY HAZARDOUS MATERIAL

WHATSOEVER, ON, AT, TO, IN, ABOVE, ABOUT, UNDER, FROM OR IN THE VICINITY OF THE REAL ESTATE AND PURCHASED ASSETS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS WHATSOEVER REGARDING THE REAL ESTATE AND PURCHASED ASSETS. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE AND OF WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF SELLER. IN THIS REGARD AND TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO BUYER MAY HAVE GIVEN OR MAY HEREAFTER GIVE RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES WHICH ARE PRESENTLY UNKNOWN, UNANTICIPATED AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS AND WARRANTS THAT THE WAIVERS AND RELEASES CONTAINED HEREIN HAVE BEEN NEGOTIATED AND AGREED UPON BY BUYER IN LIGHT OF THAT REALIZATION AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE AND ACQUIT SELLER AND SELLER'S AFFILIATES FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES AND EXPENSES. BUYER'S RELEASE OF SELLER AS SET FORTH IN THIS SECTION 21 SHALL NOT PERTAIN TO ANY CLAIM OR CAUSE OF ACTION BY BUYER AGAINST SELLER FOR A BREACH BY SELLER OF A REPRESENTATION OR WARRANTY EXPRESSLY SET FORTH IN SECTION 11.A OF THIS AGREEMENT.

"Hazardous Materials" or "Hazardous Substances" shall mean (i) hazardous wastes, hazardous materials, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to, substances defined as "hazardous wastes," "hazardous materials," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials", "toxic pollutants", or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq.; the Clean Water Act ("CWA"), 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300f et seq.; the Clean Air Act ("CAA"), 42 U.S.C. § 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinance now or hereafter in effect relating to environmental matters; and (ii) any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any environmental law, now or hereafter in effect, including but not limited to (A) petroleum, (B) refined petroleum products, (C) waste oil, (D) waste aviation or motor vehicle fuel and their byproducts, (E) asbestos, (F) lead in water, paint or elsewhere, (G) radon, (H) Polychlorinated Biphenyls (PCB's), (I) ureaformaldehyde, (J) volatile organic compounds (VOC), (K) total petroleum hydrocarbons (TPH), (L) benzene derivative (BTEX), and (M) petroleum byproducts.

D. The provisions of this Section 21 shall survive the Closing. Buyer and Seller acknowledge and agree that the disclaimers, indemnifications and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Real Estate and Purchased Assets to Buyer for the Purchase Price and Buyer would not have agreed to enter into the transaction contemplated by this Agreement without such disclaimers, indemnifications and other agreements set forth above.

22. TIME IS OF THE ESSENCE. Time is of the essence as to this Agreement.

23. ATTORNEY FEES. The prevailing party in any action or proceeding brought by either party against the other under this Agreement shall recover its court costs, costs and fees of the attorneys, experts and consultants in such action or proceeding (whether at the administrative, trial or appellate levels) from the nonprevailing party. 24. FURTHER ASSURANCE. The parties shall execute, acknowledge and deliver all such further instruments and assurances and take all such further action before or after Closing as shall be necessary or desirable to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

25. ENTIRE AGREEMENT. This Agreement, including the recitals and exhibits hereto, hereby included by this reference, represents the entire agreement of the Parties relating to the subject matter hereof, and supersedes and cancels any prior oral or written agreement or understanding related to the subject matter hereof. Each Party's representations, warranties, covenants and agreements contained in this Agreement, or any schedule or exhibit attached hereto which are deemed incorporated and contained in this Agreement, constitute the entirety of the representations and warranties of such Party. No investigation or receipt of information by or on behalf of any Party shall diminish or obligate any of the representations, warranties, covenants or agreements of the Parties or the conditions to obligations under this Agreement.

26. AMENDMENT. No amendment, modification or alteration of the terms or provisions of this Agreement shall be binding unless the same are in writing, duly executed by the parties.

27. ASSIGNMENT. Buyer and/or Seller may assign this Agreement, in whole or in part, to any related or affiliated person or entity without the prior, written consent of the other party; provided, that, notice to the opposing party is provided. No other assignments shall be permitted except as set forth herein.

28. SUCCESSORS. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and permitted assigns.

29. CONSTRUCTION. Headings are included for convenience only and are not intended to be part of, or to affect the meaning or interpretation of, this Agreement. All section references herein, unless otherwise clearly indicated, are to sections within this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to context. This Agreement shall not be construed more strictly against any Party merely because it may have been drafted or prepared

by such Party or its counsel, it being recognized that this Agreement is the product of negotiation.

30. **WAIVER.** No failure or delay by either party in exercising any right, power or privilege hereunder will operate as a waiver thereof. No waiver is effective unless set forth in a writing and executed by the party so waiving, such waiver inoperative as a waiver of any subsequent breach; nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

31. **NOTICE.** All notices, requests, demands and other communications under this Agreement shall be in writing and deemed to have been duly given, delivered, or made if served in one of the following manners: (i) by personal delivery upon the party for whom it is intended; (ii) delivered by registered or certified mail, return receipt requested, to the person at the address set forth above, or such other address as may be designated in writing by the receiving party, which notice shall be effective upon being deposited in the mail; or (iii) if sent by electronic mail provided that receipt of the electronic mail is confirmed.

32. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws of the State of South Dakota, without regard to its choice of law principles.

33. **SEVERABILITY.** If any provision hereof is held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality and unenforceability shall not affect nor impair the enforceability of any other provision of this Agreement.

34. **COUNTERPARTS.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original for all purposes and all of which together shall constitute one and the same instrument. Parties may sign by facsimile or PDF signature, which signature will be treated as an original.

35. **1031 EXCHANGE COOPERATION.** Both parties acknowledge that the other party (the "**Exchanging Party**") may exchange the Real Estate in a "deferred like-kind exchange" pursuant to Section 1031 of the Internal Revenue Code of 1986 and the Regulations issued there under. The non-Exchanging Party shall cooperate with Exchanging Party in effectuating such exchange, provided the same is at no cost, expense or liability to the non-Exchanging Party. The Exchanging Party shall be entitled to assign its rights under this Agreement to a "qualified intermediary" which assignment shall not relieve the Exchanging Party of its obligations under this Agreement.

36. **CONFIDENTIALITY.** Without the prior written consent of Seller, Buyer shall not issue a press release or other media publicity of any kind whatsoever with respect to Seller or this Agreement or disclose to any third party the existence of this Agreement or any term or condition of this Agreement (including, without limitation, the Purchase Price) or the results of any inspections or studies undertaken in connection herewith; provided, however, if disclosure is required by law, the content of any such disclosure shall be subject to the prior written approval

of Seller, which approval shall not be unreasonably withheld. Buyer agrees to keep confidential and not to use, other than in connection with its determination whether to proceed with the purchase of the Real Estate and Purchased Assets in accordance with this Agreement, any of the documents, material or information regarding the Purchased Assets or Seller supplied to Buyer by Seller or by any third party at the request of Seller, except Buyer may share such documents, material and information with Buyer's consultants on a "need to know" basis, unless Buyer is compelled to disclose such documents, material or information by law or by subpoena. In the event that the Closing does not occur in accordance with the terms of this Agreement, Buyer shall promptly return to Seller (i) all of the documents, materials and information regarding the Real Estate and Purchased Assets supplied to Buyer by Seller or at the request of Buyer and (ii) all information that Buyer obtained as part of its inspections of the Real Estate and Purchased Assets.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the date set forth above.

SELLER:

BUYER:

Hotel Properties, LLC, a South Dakota
limited liability company

Villa Village Mobile Home Park, L.L.C., an
Iowa limited liability company

By: Holly Sabaliauskas
Holly Sabaliauskas, Manager

By: D. Scott Simpson
D. Scott Simpson, Manager

Exhibit "A"

Parcel I: Country Club Tract 4 in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section 30, Township 91 North, Range 49 West of the 5th P.M., Union County, South Dakota, according to the recorded plat thereof.

Parcel II: Country Club Tract 5 in the Northeast Quarter of the Northwest Quarter (NE1/4NW1/4) of Section 30, Township 91 North, Range 49 West of the 5th P.M., Union County, South Dakota, according to the recorded plat thereof.

Parcel III: Lot 27, Block 4 of Country Club Estates, City of Elk Point, Union County, South Dakota, according to the recorded plat thereof.

AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT (the "Amendment") is made effective as of May 30, 2022, by and between *Hotel Properties, LLC*, a South Dakota limited liability company ("Seller") and *Villa Village Mobile Home Park, L.L.C.*, an Iowa limited liability company ("Buyer").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Purchase Agreement dated March 31, 2022 for the purchase and sale of sixteen (16) townhomes located in Elk Point, South Dakota commonly known as "Eagle Estates Townhomes", as more particularly described therein (the "Agreement");

WHEREAS, all conditions to closing have been satisfied by Buyer and Buyer is ready to proceed to closing; and

WHEREAS, Buyer has requested and Seller is willing to extend the closing date to July 14, 2022.

NOW, THEREFORE, in consideration of the premises, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are substantive to this Amendment and are incorporated into this Amendment as if fully set forth in this Section 1.
2. The Closing Date, as defined in Section 8 of the Agreement, is hereby extended to **July 14, 2022**.
3. This Amendment may be executed in multiple counterparts, including by facsimile or e-mail, each of which shall constitute an original instrument, but all of which shall constitute one and the same agreement. All other provisions of the Agreement are hereby confirmed and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment effective on the date set forth above.

SELLER:

Hotel Properties, LLC

By: Holly Sabaliauskas
Holly Sabaliauskas, Manager

BUYER:

Villa Village Mobile Home Park, L.L.C.

By: D. Scott Simpson
D. Scott Simpson, Manager



211 South Harth Ave. | P.O. Box 227
Madison, SD 57042-0227

Telephone: (605) 256-4536
Fax: (605) 256-8058

A Touchstone Energy® Cooperative 

June 3, 2022

MEMORANDUM (Emailed)

TO: Managers of East River Member Systems

FROM: Ervin Fink, Secretary

SUBJECT: Certificate of Delegates - Annual Meeting of East River Electric Power Cooperative, Inc.

The date of the 2022 Annual Meeting of the Members of East River Electric Power Cooperative, Inc., has been set for Wednesday, September 7, 2022, to be held at the Best Western Ramkota Hotel, Sioux Falls, South Dakota.

ARTICLE III, SECTION 4 of the Bylaws provides that each year the Secretary of each member shall certify to the Secretary of the Cooperative its **Voting Delegate and Alternate Voting Delegate**, not later than July 1. We have included, with this memo, a Certificate of Delegates Form for you to complete. The form should list all your system's board members and their mailing addresses (including your East River Director) as well as indicating the representative from your board to serve as the Voting Delegate and Alternate Voting Delegate during the Business Session of East River's Annual Meeting. The Class D members according to ARTICLE I, SECTION 2 of the Bylaws, shall collectively designate one Voting Delegate and Alternate Voting Delegate to represent them at a meeting of the members of the Cooperative (for 2022, the delegate and alternate shall be selected from Meeker Cooperative Light and Power Association).

Please bear in mind that ARTICLE III, SECTION 6 of the Bylaws provides that at an annual meeting of the members, the designated Voting Delegate and Alternate shall be someone other than the director representing the member on the Board of Directors of East River.

A Certificate of Delegates form is attached for completion. Please return the form, signed by your Secretary and the Corporate Seal placed upon, to the office of East River Electric Power Cooperative, Inc., PO Box 227, Madison, South Dakota 57042, before July 1.

Should you have any questions regarding the completion of this form, please contact the office of the Cooperative in Madison, South Dakota, and they will assist you in any way possible.

/ah

Enc.

c: East River Directors (w/o enc.)
President - Members' Board of Directors (w/o enc.)

CERTIFICATE OF DELEGATES

Ervin Fink, Secretary
East River Electric Power Cooperative, Inc.
Madison, SD 57042-0227

Dear Secretary Fink:

I, the Mayor of the undersigned Member, hereby certify that the following named persons are the duly elected Council members of this member. Such Council members are the delegates authorized to represent this Member at meetings of the Members of East River Electric Power Cooperative, Inc.:

COUNCIL MEMBER

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

_____ has been designated as the Voting Delegate for this Member.

_____ has been designated as the Alternate Voting Delegate for this Member.

Given under the name and seal of the undersigned Member on the _____ day of _____, 2022.

(SEAL)

Name of Member

Address: _____

By: _____
Mayor



2805 W 4th ST
Sioux City, IA 51103
(712) 224-4232
(712) 224-4233

Invoice

Invoice Number
1877
Invoice Date
6/30/2022

Bill To: City of Elk Point
PO Box 280
Elk Point, SD 57025

Re: Elk Point Pool House
100 Truman Lane
Elk Point, SD 57025

Our Job No	Customer Job No	Customer PO	Payment Terms	Due Date
21-044			Net 30 Days	6/30/2022
Description				Price

General Conditions	3,872.00
Masonry	15,000.00
Roofing	7,300.00
Coiling Doors	23,354.00
Plumbing	60,100.00
Electrical	48,480.00
Bathroom Partitions	4,111.00
Ceiling/Trim	9,817.00
Concrete Walls	63,000.00
Siding Material	4,216.00
South Dakota Excise Tax	4,883.09

Subtotal	\$	244,133.09
Less Retainage	\$	0.00
Total Due	\$	244,133.09

Thank you for your business!

RESOLUTION 2022-4

A RESOLUTION CLARIFYING DISCRETIONARY FORMULA DESIGNATION FOR REDUCED TAXATION FOR CERTAIN NEW STRUCTURES AND ADDITIONS WITHIN THE CITY OF ELK POINT

WHEREAS, SDCL 10-6-137 allows for the establishment of a discretionary formula of taxation for certain structures specifically classified for the purpose of taxation; and

WHEREAS, the City of Elk Point has previously adopted a discretionary formula of taxation; and

WHEREAS, certain provisions concerning the discretionary formula were modified during the 2022 legislative session; may

WHEREAS, the City of Elk Point desires to maintain a discretionary formula for reduced taxation for Commercial Residential, Affordable Housing, or Residential within a Redevelopment Neighborhood, and additions located within the City of Elk Point in the event that such structures are not granted discretionary formula treatment by County in which the structure is located;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF ELK POINT, UNION COUNTY, SOUTH DAKOTA AS FOLLOWS:

Effective July 1, 2020 and pursuant to the authority granted to the City of Elk Point under SDCL 10-6-138, all new structures and additions which are specially classified for the purpose of taxation under SDCL 10-6-137(1), SDCL 10-6-137(2), SDCL 10-6-137(3), SDCL 10-6-137(4) and SDCL 10-6-137(5), SDCL 10-6-137(6), SDCL 10-6-137(7), SDCL 10-6-137(8) located within the City of Elk Point shall be assessed as follows for real estate taxes:

- A. 25% of the assessed value for the first year;
- B. 25% of the assessed value for the second year;
- C. 50% of the assessed value for the third year;
- D. 50% of the assessed value for the fourth year;
- E. 75% of the assessed value for the fifth year;
- F. 75% of the assessed value for the sixth year;
- G. 100% of the assessed value for the seventh year and all years after.

In accordance to SDCL 10-6-137 and SDCL 10-6-138 the subsections are defined below:

- (A) Any new industrial or commercial structure, or any addition, renovation, or reconstruction to an existing structure, located within a designated urban renewal area as defined in SDCL § 11-8-4, if the new structure, addition, renovation, or reconstruction has a full and true value of thirty thousand dollars or more (SDCL § 10-6-137(1));

- (B) Any new industrial structure, including a power generation facility, or an addition to an existing structure, if the new structure or addition has a full and true value of thirty thousand dollars or more (SDCL § 10-6-137(2));
- (C) Any new nonresidential agricultural structure, or any addition to an existing structure, if the new structure or addition has a full and true value of ten thousand dollars or more (SDCL 10-6-137(3));
- (D) Any new commercial structure, or any addition to an existing structure, except a commercial residential structure as described in SDCL § 10-6-137(5), if the new structure or addition has a full and true value of thirty thousand dollars or more (SDCL § 10-6-137(4));
- (E) Any new commercial residential structure, or addition to an existing structure, containing four or more units, if the new structure or addition has a full and true value of thirty thousand dollars or more (SDCL § 10-6-137(5));
- (F) Any new affordable housing structure containing four or more units with a monthly rental rate of the units at or below the annually calculated rent for the state's sixty percent area median income being used by the South Dakota Housing Development Authority, for a minimum of ten years following the date of first occupancy, if the structure has a full and true value of thirty thousand dollars or more (SDCL § 10-6-137(6));
- (G) Any new residential structure, or addition to or renovation of an existing structure, located within a redevelopment neighborhood established pursuant to SDCL § 10-6-56 if the new structure, addition, or renovation has a full and true value of five thousand dollars or more. The structure shall be located in an area defined and designated as a redevelopment neighborhood based on conditions provided in SDCL § 11-7-2 or 11-7-3 (SDCL § 10-6-137(7)); or
- (H) Any commercial, industrial, or nonresidential agricultural property which increases more than ten thousand dollars in full and true value as a result of reconstruction or renovation of the structure (SDCL § 10-6-137(8)).

10-6-138. Municipal adoption of reduction for new property.

If the board of county commissioners has not adopted a formula pursuant to § 10-6-137 or 10-6-137.1, the governing board of a municipality in which the structures or property are located, or within three miles of the corporate limits of the municipality, may adopt a formula for assessed value pursuant to § 10-6-137 or 10-6-137.1.

In the case of residential structures described in § 10-6-137(5), (6), and (7), the governing board of a municipality may adopt a formula that differs from any formula adopted by the board of county commissioners, provided the formula complies with § 10-6-137.1.

Any property that is currently on a discretionary formula will continue to receive that formula until the end of its 5-year term regardless if a new resolution is passed or not.

All previous resolutions adopted by the City of Elk Point authorizing discretionary formula shall remain in effect for qualifying structures assessed prior to July 12, 2022. Dated this 12th day of July, 2022.

THE GOVERNING BODY OF THE CITY
OF ELK POINT

By: _____
Mayor

ATTEST:

By: _____
Finance Officer
(SEAL)

PAYMENT APPLICATION

TO: City of Elk Point 20018
 PO BOX 280 Elk Point Aquatic Center
 Elk Point, SD 57025 Elk Point, SD

FROM: Attn: Accounts Payable
 Christiansen Construction Company
 PO Box 339
 Pender, NE 68047

ARCHITECT:

FOR:

APPLICATION # 16 Distribution to:
 PERIOD THRU: 07/06/2022 ☐ OWNER
 PROJECT #s: ☐ ARCHITECT
 DATE OF CONTRACT: 01/20/2021 ☐ CONTRACTOR

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
 Continuation Page is attached.

1. CONTRACT AMOUNT	\$1,500,000.00	
2. SUM OF ALL CHANGE ORDERS	\$78,051.18	
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,578,051.18	
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,577,051.18	
5. RETAINAGE:		
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	\$78,852.56	
b. 5.00% of Material Stored (Column F on Continuation Page)	\$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$78,852.56	
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,498,198.62	
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,435,347.28	
8. PAYMENT DUE	53,832.65	
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$79,852.56	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$64,924.74	\$0.00
Total approved this month	\$13,126.44	\$0.00
TOTALS	\$78,051.18	\$0.00
NET CHANGES	\$78,051.18	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Christiansen Construction Company

By: *[Signature]* Date: 07/07/2022

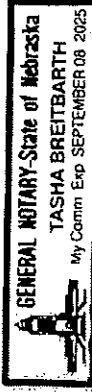
State of: Nebraska

County of: Thurston

Subscribed and sworn to before me this 7 day of July, 2022

Notary Public:

My Commission Expires: 9-8-2025



ENGINEER CERTIFICATION

Engineer's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Engineer has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Engineer knows of no reason why payment should not be made.

CERTIFIED AMOUNT

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ENGINEER:

By: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

Page 2 of 2

PROJECT: 20018
 Elk Point Aquatic Center
 APPLICATION #: 16
 DATE OF APPLICATION: 07/06/2022
 PERIOD THRU: 07/06/2022
 PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D COMPLETED WORK		F STORED MATERIALS (NOT IN D OR E)	G TOTAL COMPLETED AND STORED (D + E + F)	H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD				
1	Pre-Construction	\$12,000.00	\$12,000.00	\$0.00	\$0.00	\$12,000.00	\$0.00	
2	Design Services	\$60,500.00	\$60,500.00	\$0.00	\$0.00	\$60,500.00	\$0.00	
3	General Conditions	\$139,000.00	\$138,000.00	\$0.00	\$0.00	\$138,000.00	\$1,000.00	
4	Excavation, Sub-Grade & Backfill	\$151,200.00	\$151,200.00	\$0.00	\$0.00	\$151,200.00	\$0.00	
5	Pool & Surge Pit Concrete	\$441,250.00	\$441,250.00	\$0.00	\$0.00	\$441,250.00	\$0.00	
6	Deck Concrete-6500 sqft	\$72,800.00	\$72,800.00	\$0.00	\$0.00	\$72,800.00	\$0.00	
7	Pool Painting & Caulking	\$43,500.00	\$43,500.00	\$0.00	\$0.00	\$43,500.00	\$0.00	
8	Pool Piping & Mechanical	\$428,000.00	\$417,966.31	\$10,033.69	\$0.00	\$428,000.00	\$0.00	
9	Pool Accessories	\$52,500.00	\$50,500.00	\$2,000.00	\$0.00	\$52,500.00	\$0.00	
10	Shade Structure-Installed	\$18,000.00	\$18,000.00	\$0.00	\$0.00	\$18,000.00	\$0.00	
11	Climbing Wall-Installed	\$42,000.00	\$42,000.00	\$0.00	\$0.00	\$42,000.00	\$0.00	
12	Spray Features-Installed	\$30,000.00	\$29,000.00	\$1,000.00	\$0.00	\$30,000.00	\$0.00	
13	Electrical Bonding	\$9,250.00	\$9,250.00	\$0.00	\$0.00	\$9,250.00	\$0.00	
14 A	Change Order 1	\$9,940.92	\$9,940.92	\$0.00	\$0.00	\$9,940.92	\$0.00	
15	Change Order 2 Slide and Pad	\$27,198.82	\$24,478.00	\$2,720.82	\$0.00	\$27,198.82	\$0.00	
16	Change Order # 3	\$27,785.00	\$0.00	\$27,785.00	\$0.00	\$27,785.00	\$0.00	
17	Change Order # 4B	\$13,126.44	\$0.00	\$13,126.44	\$0.00	\$13,126.44	\$0.00	
17a	duplicate line	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	TOTALS	\$1,578,051.18	\$1,520,385.23	\$56,665.95	\$0.00	\$1,577,051.18	\$1,000.00	

CONTINUATION PAGE

Quantum Software Solutions, Inc. Document



CO Proposal # 7

To:	City of Elk Point	From:	Forrest Kramer
Atten:	Derek Tuttle	Date:	7/7/2022
Project:	Elk Point Swimming Pool	Re:	Foot Valves

Per Owner's request to add foot valves to the suction pump and feature pump in the surge pit.
This work would take place during the fall shutdown.

per Helm quote attached	\$ 1,380.50
OH&P 10%	\$ 138.00
Subtotal	\$ 1,518.50
Excise Tax	\$ 30.50

Total for CO # 7 \$ 1,549.00

One Thousand Five Hundred Forty-Nine Dollars & ⁰⁰/₁₀₀

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Forrest J. Kramer', with a long horizontal flourish extending to the right.

Chief Operations Officer Christiansen Construction

SERVICE TERRITORY EXCHANGE AGREEMENT

BETWEEN

CITY OF ELK POINT AND UNION COUNTY ELECTRIC COOPERATIVE,
INC.

This AGREEMENT ("Agreement") is made and entered into by the City of Elk Point, located at 106 W. Pleasant Street, Elk Point, South Dakota ("Elk Point"), and Union County Electric Cooperative, Inc. with principal place of business at 122 W. Main Street, Elk Point, South Dakota (Union County Coop") (collectively, the "Parties").

RECITALS:

WHEREAS, pursuant to SDCL 49-34A-42 et seq., the Parties have electric service territory line defined and depicted in our "contract in the matter of establishment of an assigned service area" dated January 28, 1976, on file with the South Dakota Public Utilities Commission,

NOW THEREFORE, the City of Elk Point in Union County, South Dakota, a municipality in good standing with the State of South Dakota and Union County Electric Cooperative, Inc. agree to exchange service territories as follows:

- A. The City of Elk Point will get or keep the following parcels of real property:
1. Whitlock Tract 1 in the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, Section 19, Township 91 North, Range 49, West of the 5th P.M., City of Elk Point, Union County, South Dakota, according to the recorded plat thereof.
 2. Hoffman Tracts 1, 2 and 3 of Lot M in the Southwest Quarter of the Northwest Quarter of the Southeast Quarter, Section 19, Township 91 North, Range 49, West of the 5th P.M., City of Elk Point, Union County, according to the recorded plat thereof.
 3. Hotei Tract 1, City of Elk Point, Union County, South Dakota
 4. Hotei Tract 2, less the South 100 feet thereof, City of Elk Point, Union County, South Dakota

Union County Electric Cooperative, Inc. shall receive or retain the following parcels:

1. The South 100 feet of Hotei Tract 2, City of Elk Point, Union County, South Dakota
2. Lots 7, 8, 9, 10 and 11, Fractional Block 29, Weston and Hoffman's Addition to the City of Elk Point, Union County, South Dakota
3. Whitlock Tract 2 less the East 20.5 feet thereof, City of Elk Point, Southwest Quarter of the Southeast Quarter and Northwest Quarter of the Southeast Quarter of Section 19, Township 91 North, Range 49, West of the 5th P.M., Union County, South Dakota

B. The Parties agree that the change in service territory boundary lines will transfer territory from Elk Point to Union County Coop and to Elk Point from Union County Coop as noted above.

C. The Parties agree that no monetary compensation is due to Union County Coop from Elk Point and that no monetary compensation is due to Elk Point from Union County Coop for this service territory transfer.

D. The Parties agree to jointly submit these agreed upon changes to the South Dakota Public Utilities Commission for its approval, and such approval is needed before this Agreement becomes effective.

E. Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.

F. The parties acknowledge that this Agreement is subject to the jurisdiction of the Public Utilities Commission of the State of South Dakota.

IN WITNESS WHEREFORE: This Agreement is executed and made effective between Union County Coop and Elk Point.

City of Elk Point

Union County Electric Cooperative, Inc.

By: Derek Tuttle
City Administrator
City of Elk Point

By: Matt Klein
General Manager

Attest: _____

Attest: _____

Date: _____

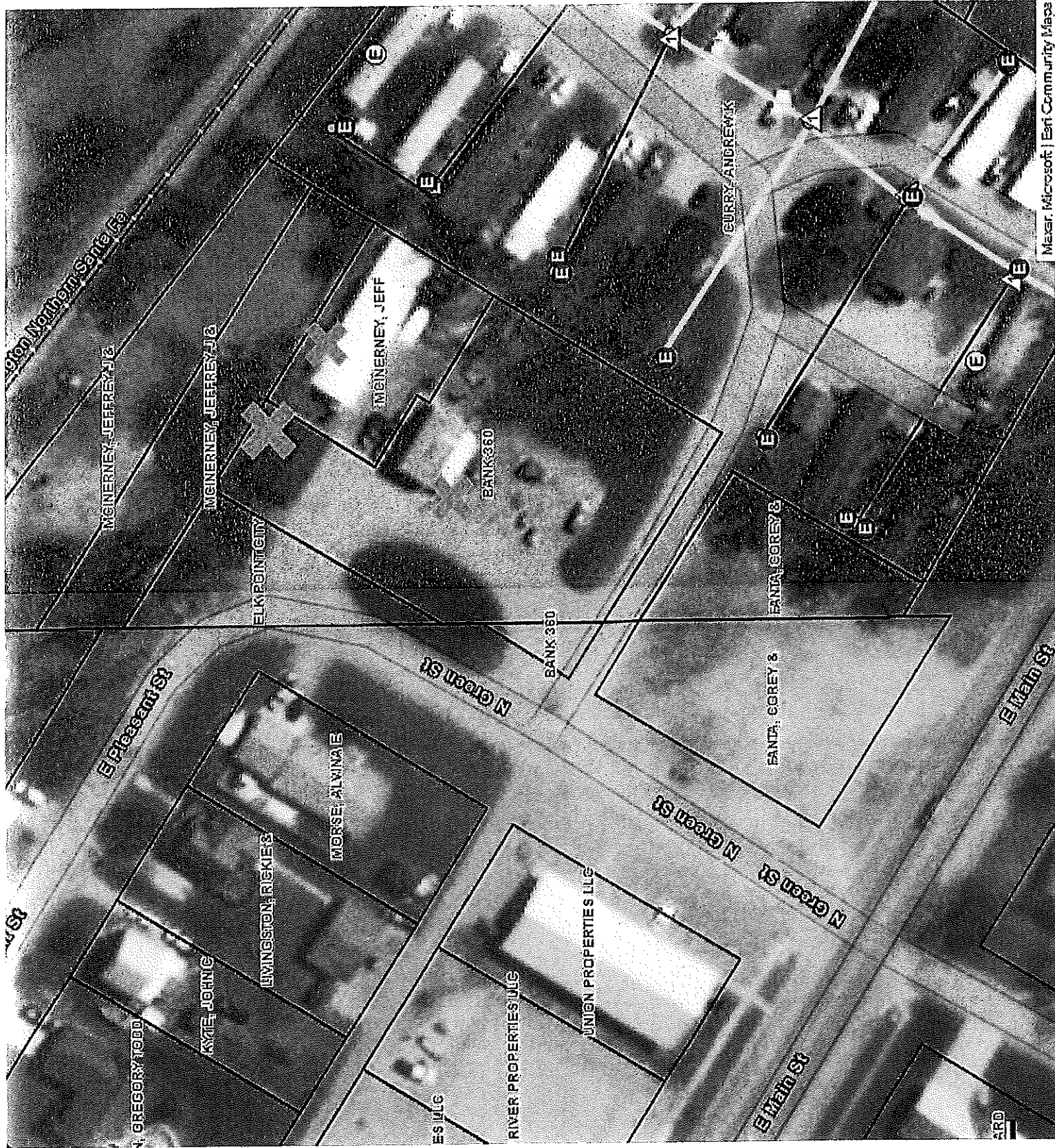
Date: _____

City of Elk Point

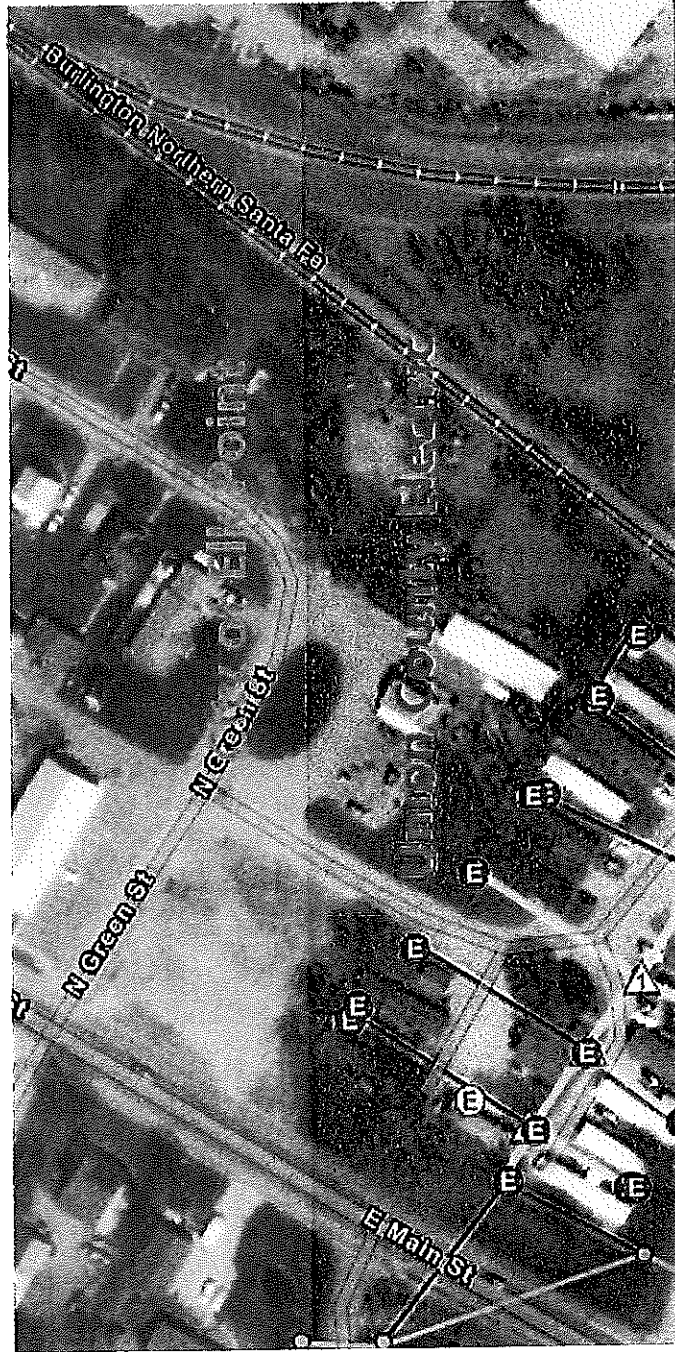
By: Deborah McCreary
Mayor
City of Elk Point

Attest: _____

Date: _____









City Hall Report June 2022

City Administrator:

I hope everyone is enjoying their summer so far. The month of June has been occupied by the pool and getting it open as soon and safely as possible. Tension and stress were high, but everyone kept their head up, and we pulled through. I want to thank all the volunteers, city employees, pool committee members, and council members for all the hard work on this swimming pool. This pool is something the community can be proud of.

The final piece to the swimming pool puzzle is getting the slide put in. We battled with the possibility of building the waterslide while the pool stayed open, closing for a week, or waiting until August. Splashtacular was adamant about needing 5-7 days for construction, and closing the pool wasn't an option. So instead, we will wait to construct the waterslide on August 15th, 2022, a day after we close. We are exploring the possibility of staying open on weekends after the close date if the staff would be able to operate it.

Bobbie Bohlen with HME Management will attend the study session on Tuesday night. Bobbie is the person I have been working with on the Chicoine property that fell through. However, Bobbie is still interested in Elk Point and wants to build apartments here in Elk Point. Currently, she is interested in the lot owned by Bortscheller Properties next to Casey's. These apartments may be our first project where a TIF district is done in Elk Point. Before the meeting, I will pass out her tentative timeline on this project.

Trevor and I met with Michael to discuss the future of street repair in Elk Point. Michael will provide a breakdown of how we can tackle some of our larger roads, specifically Court St. He will also analyze what E. Pleasant St. will look like for repairs and costs.

Board Updates:

The HRC has moved into the home on Larry Brady's old lot on Pleasant St. We expect the individual to move in around August. No new updates at this time.

I meet with the International Economic Development Corp. on June 15-17. I reached out to the IEDC for a training grant in economic development. These three individuals came from Washington, D.C., Arizona, and Tennessee. They are all Economic Development Directors. They met with our EDC board and me one on one to review some things they see we can improve on. I also gave them a tour around Elk Point, and Kevin Connelly gave us a time of Helluva Container. The result of this visit is a personalized economic development action plan. This action plan will be completed specifically for us; we will receive this plan at the end of August.

Public Works:

This month has been primarily occupied by the pool. Eric, Todd, Justin, Dan, Troy, and Trevor were at the pool, completing some last-minute items to open the pool. In addition, they completed dirt work and some plumbing, ran electricity, and assisted with anything else that needed to be done.

This month we used our new sewer camera on E. Pleasant St. We encountered some areas where we will need to go and make a few fixes in the future. The Electric guys removed some old poles by the Nutrien site.

Police Department:

This month has seen an increase in calls, most likely due to the summer months. The Elk Point Police Department also made a significant drug bust this month. Officer Strawn is set to go to the academy in March. The 4th of July went well; there were no critical issues.

Finance:

MAY 2022 BANK BALANCES, FUND BALANCES, EXPENDITURES AND REVENUES

Total May 2022 Expenditures: \$734,200.08

Total May 2022 Revenue: \$863,483.55

First Dakota National Bank Checking Account Beginning Balance for May 2022: \$4,116,238.98

First Dakota National Bank Checking Account Ending Balance for May 2022:
\$4,318,440.55

UDAG/Trust & Agency Account Ending Balance as of May 2022: \$66,204.32

SD FIT Account Ending Balance as of May 2022: \$585,098.23

Liberty National Bank Water Fund Reserve as of May 2022: \$45,628.69

Liberty National Bank CD - \$571,387.85

Cash Balance Worksheet	
May 2022	
Fund	Fund Balances May 2022
General Fund	
Restricted for Playground Equipment – mowers & Pay Loader	\$85,000.00
Restricted for Equipment Purchase – Police Car	\$31,130.00
Restricted for Street Repairs (Court St and Lions Park asphalt)	\$75,000.00
Unassigned Fund Balance	\$2,011,061.76
Special Revenue Fund (UDAG Fund)	
Restricted Fund Balance	\$64,455.27
Liquor, Lodging, Dining Sales Tax Fund	
Restricted Fund Balance	\$83,944.16
Capital Improvement Fund	
Swimming Pool Bond	\$66,311.08
Water Fund	
Restricted for Revenue Bond	\$17,256.23
Restricted for Loan Requirement	\$40,000.00
Restricted for Machinery & Equipment (backhoe)	\$40,000.00

Restricted for Future Water Line Replacement	\$50,000.00
Unassigned Fund Balance	\$207,208.47
Sewer Fund	
Restricted for Revenue Bond	\$26,357.05
Restricted for Loan Requirement	\$40,000.00
Restricted for Lagoon dredging and aerators	\$81,000.00
Restricted for Future Sewer Projects	\$25,000.00
Unassigned Fund Balance	\$157,585.92
Electric Fund	
Restricted for Revenue Bond	\$162,926.11
Restricted for Machinery & Equipment	\$186,000.00
Unassigned Fund Balance	\$1,986,311.23
Garbage Fund	
Unassigned Fund Balance	\$171,949.01
Restricted for Machinery & Equipment	\$40,000.00
T&A Fund	
Unassigned Fund Balance	\$1,590.02

Sales Tax Revenue to Date 2022 (May 2022) - \$382,847.50

Sales Tax Revenue to Date 2021 (May 2021) - \$296,233.21

Bed, Board & Booze Tax to Date 2022 (May 2022) - \$14,324.45

Bed, Board & Booze Tax to Date 2021 (May 2021) - \$13,320.84

Swimming Pool Donations and Fundraisers:

MONEY SET ASIDE BY THE CITY

\$173,000.00

SALE OF ALUMINUM CANS FOR POOL

\$345.67

GLOW BALL TOURNAMENT

\$3,143.50

BUSINESS DONATIONS

\$57,600.00

OTHER DONATIONS

\$3,062.00

NEW POOL TILE PURCHASES

\$9,637.16

OTHER

\$7,000.00

JIM VERROS MEMORIAL

\$2,200.00

TOTAL

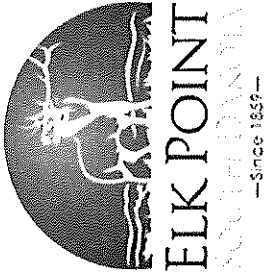
\$73,988.33

**MONEY
SET ASIDE
BY THE
CITY**

\$173,000.00

GRAND TOTAL

\$255,988.33



July 2022

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4 Independence Day City Hall Closed	5	6	7	8	9
10	11	12	13 HRC Meeting @ 7:30am	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29 EDC Meeting @ 7:30 am	30
31						

Overtime Sheets

[illegible]

Overtime Sheets

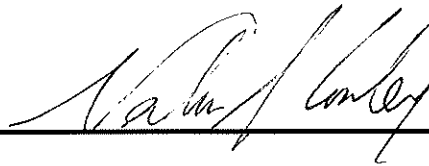
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Overtime Sheet - Police Department

Neilson Conley 5//22 to 5/29/22

Date		Duties Performed	Hours
5/20		Arrest warrant Aff Glenn Miller	1.00
		Total	1.00

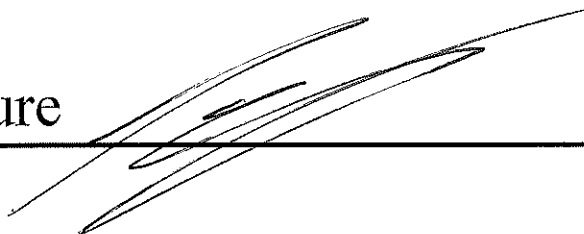
Officer Signature



Date

5/29/22

Chief Signature



Date

5/31/22

Overtime Sheet - Police Department

Will Strawn 5/29/22 to 6/11/22

Date		Duties Performed	Hours
6/6/2022	1800-1900	Radar/Lidar training	1.00
6/7/2022	1800-1900	Late medical call	1.00
		Total	2.00

Officer Signature 

Date 6/12/2022

Chief Signature 

Date 6/13/2022

Overtime Sheet - Police Department

Neilson Conley 5/29/22 to 6/11/22

Date		Duties Performed	Hours
6/4/2022	2000-2315	Street Dance	3.25
	(1900-2315)	↳ Flexed 1 hour to leave early for Bella's game.	
		Total	3.25

Officer Signature

Neilson Conley

Date

6/12/22

Chief Signature

[Signature]

Date

6/13/22