

2010 Legal and Public Notices

tary sewer rates shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement's rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The rates may be set by ordinance or resolution in accordance with this Section. The rate ordinance or resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of net income of the System and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the sanitary sewer system account of the City and shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the Ordinances and resolutions of the City of Yankton, South Dakota (collectively the "Rate Ordinance"). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City's governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following January 15, April 15, July 15, or October 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in

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the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

- (a) To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;
- (b) To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:
- (c) To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or
- (d) To be used for any other authorized municipal purpose designated by the Common Council.
- (e) No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of The First National Bank in Sioux Falls, Sioux Falls, South Dakota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended ("the Code") and applicable Treasury Regulations (the "Regulations").

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

- 10.1.** The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.
- 10.2.** The City agrees and covenants that it will promptly construct the improvements included in the Project.
- 10.3.** The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal and interest on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.
- 10.4.** The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar

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type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 15. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

Roll Call: All members present voting "Aye;" voting "Nay;" None.

Action 12-257
The proposal from Keep Yankton Beautiful to install lighted floating fountains to be located at the intersection of Fox Run Parkway and West 27th Street in the storm water detention pond and in the pond at Westside Park was considered. (Memorandum 12-120) Tom Nelson from Keep Yankton Beautiful was present and spoke in favor of the project. Moved by Commissioner Knoff, seconded by Commissioner Woerner, to approve using monies from the "Special Projects" line item in the BBB Fund of up to \$3,000.00 to be used as matching monies for the Westside Park fountain project.

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Roll Call: Members present voting "Aye;" Commissioners Akland, Carda, Gross, Hoffner, Knoff, Lowrie, Woerner, and Mayor Wenande; voting "Nay;" None; Abstaining: Commissioner Sommer.
Motion adopted.

Commissioners referred the proposal, as outlined in Memorandum 12-120, to install a floating fountain in the storm water detention pond located at the intersection of Fox Run Parkway and West 27th Street to City Staff to bring back a recommendation with regards to "naming rights" to a future meeting and to notify Keep Yankton Beautiful of the date that the proposal will be on the agenda.

Action 12-258
Moved by Commissioner Woerner, seconded by Commissioner Carda, to adjourn at 8:19 p.m.
Roll Call: All members present voting "Aye;" voting "Nay;" None.
Motion adopted.

Nancy Wenande
Mayor

ATTEST:

Ann L. Clough
Deputy Finance Officer
Published once at the approximate cost of \$373.20.

Call Classifieds
665-7811

Partnership

From Page 1

its training exercises on reservations, working with infrastructure, roads, construction, medical care and other support consistent with the Guard mission.

Potential projects include medical screenings and examinations, veterinarian services, firewood transportation, and road construction and maintenance.

The SDNG has provided disaster relief on reservations, according to SDNG spokesman Maj. Tony Deiss. He pointed to the 1999 tornado that hit Oglala, creating major destruction.

As emergency manager, Leasure said the tribe would benefit from Guard assistance during disasters. A number of natural disasters have befallen the tribe and surrounding area in recent years. Charles Mix County was hit by a paralyzing ice storm in 2005, flash flooding in 2010, historic Missouri River flooding last year and record-setting drought this year. And that doesn't include the blizzards and tornadoes that usually hit South Dakota.

The flooding aftermath is still being felt, Leasure said. SDNG assistance would greatly benefit clean-up and relief efforts, he said. "With the (Missouri River) flooding, we had a lot of sand inundated onto tribal lands. We had 3 to 4 to 5 feet of sand, depending on the portion of river frontage," he said. "We also have a lot of (river) banks that could be sloped a little bit for erosion control."

Infrastructure projects could benefit both disaster relief efforts and recreational offerings. He pointed to the possibility of a Missouri River boat dock at Greenwood. "During (the 2011) flooding, there was no modern facility for docking a boat," he said. "If there was any type of emergency situation on the river, the nearest boat dock would be at Pickstown or possibly Running Water, which is 17 to 22 miles of riverfront. That would bring concerns for me as an emergency manager."

The Guard has also conducted medical and humanitarian missions, Leasure said. "To have a Guard unit come in to assist with firewood delivery or assist our Indian Health Services with medical assistance, dental care or optical services would be a benefit to both of us," he said.

The National Guard provides community services through its Innovative Readiness Training (IRT) program, Deiss said. The IRT program partners with local organizations to benefit communities. At the same time, IRT provides hands-on, readiness-training opportunities for the Guard and other U.S. military units throughout the country.

The Oacoma meeting will hopefully create more awareness about SDNG capabilities and about reservation needs, Deiss said. "We offer the same experience that we do to all communities throughout South Dakota every year," he said.

The Yankton Sioux Tribe has worked with the SDNG in the past, Leasure said. However, the new partnership would likely result in more activities in the southeast part of the state, he added.

"This would be new ground for us," he said. "The Guard has predominantly done a lot of its work on the West River reservations.

This (partnership) would be a good opportunity for them to showcase things on the eastern side of the state."

The SDNG can match tribal project requests with the Guard manpower, equipment and schedule, Deiss said.

"We might take on small projects during monthly drill weekends," he said. "Other times, when the projects are a little bit more labor intensive and a lot more time is needed, our two-week annual training would be the perfect opportunity."

The SDNG can offer a variety of resources for reservation projects, Deiss said.

The tribes must initiate the request for assistance or projects, listing specific needs, Deiss said. Also, the Guard doesn't guarantee it can or will undertake each request, he said.

In addition, the SDNG doesn't want to take work away from the private sector, Deiss said.

"The Guard wants to ensure these projects don't compete with local contractors or businesses," he said. "The community has to make sure they put out a public notice for support of the project."

In his roles, Leasure must answer directly to the tribe's Business and Claims (B&C) Committee, comprised of the nine elected officials. In turn, he expects the leadership would relay information to the entire tribal membership — known as the general council — and receive feedback.

However, both the SDNG and YST officials said they see the focus on a long-term partnership.

"We want to have this be like a sustainable thing. It's not a one-time deal," Deiss said. "The goal of the adjutant general is to hear, year after year, from the tribes when they need some support and help."

The presence of Reich and his top staff members at the Oacoma meeting showed the SDNG's desire to make the partnership work, Leasure said. "Gen. Reich's heart was in this (effort)," he added.

The partnership also can expose more young people to the military, Leasure said. Wagner maintained two SDNG units at one time, and the military offers career and financial opportunities along with personal development, he said.

"We would like to blend it together and showcase (the military)," he said. "We would have a three- or four-day exercise that would also act as an open house. Students from the immediate area could come down and visit with the Guards who are doing on-site construction with different pieces of equipment."

The Guard sees the increased partnership as a form of payback to reservations and communities, Deiss said.

"The Guard has been around 150 years in the State of South Dakota," he said. "We have nine sovereign nations (with the tribes) living within the South Dakota border. If we generate projects and partnerships right here at home, we are trying to make their lives a little bit better."

However, Leasure sees the SDNG-tribal partnerships as important to all South Dakotans, not just American Indians.

In that respect, the partnerships are win-win for everyone, Leasure said.

"If these projects are thought out and laid out properly, they will benefit all of the community," he said.

You can follow Randy Dockendorf on Twitter at twitter.com/RDockendorf



Back row: Gail Sohler, Jay Sohler. Front row: Jerry Stoebner, Duane Haberman and Bernie Hacecky.

Trust: The most important word in the livestock industry.

The most important word in the English language is spelled T-R-U-S-T. Doing what is right. Delivering what is promised. Consistently.

I can't imagine a person staying in business very long without trust. Customers should be able to trust you. Employees must trust you. Even your competition should be able to trust you.

I've learned in my 51 years in the livestock business that trust does not come overnight. Trust is like a tree in a forest. It takes years to grow, and it can be burned in an instant by carelessness.

Leaders of any business — whether it's a livestock sales barn or a bank or farm operation — must be totally honest with their customers even when it is difficult or costly. Reputations are more important than any deal.

In fact, trust can give you a competitive advantage in today's business world. I hope all of us at Stockmen's have earned your trust over these 51 years. We're working as hard to do this today, as we did the year we started in Yankton.

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Speaking of trust, we want our friends in the livestock world to remember that we're very fortunate to have two strong leaders in Pierre, **State Senator Jean Hunhoff** and **Rep. Bernie Hunhoff**.

They have rural backgrounds, they understand production agriculture, and they have a record of supporting our interests in Pierre.

Election day is November 6. Be sure to vote.

Gail Sohler and the team at...

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