Unapproved Minutes
Langford Board of Trustees
February, 2020

The Langford Board of Trustees met in regular session Wednesday, February 12, 2020 at the Finance Office. President Todd Sell called the meeting to order at 6:00 p.m. with Trustee Jordan Hupke, Trustee Orrie Jesz, Utilities Manager Joe Keough, Assistant Utilities Manager Sean Kramer, and Finance Officer Melody Swearingen in attendance, along with Aaron Miller from DGR Engineering and Jordan Hintz from Northeast Council of Governments.

Miller presented information on the status of the water system renovation project. Sell signed the Agreement Between Owner and Contractor for Construction Contract and the Notice to Proceed; the council reviewed additional related documentation provided by DGR Engineering.

Miller presented preliminary options for street renovation on the north side of Langford; Hintz discussed potential options for funding and stated that there is very little opportunity for securing grant funds for street repairs. The city council will continue to explore options with DGR and NECOG.

Miller and Hintz left the meeting at 7:25 p.m.

Jesz motioned (#2020-10) to approve the January meeting minutes; seconded by Hupke; motion carried. Swearingen presented information regarding an error that was discovered in the October, 2019, meeting minutes regarding the revenue portion of the 2020 Appropriations Ordinance, where revenue 338.02 County Hwy/Bridge was listed as $2,000.00 and should have read $250.00 (publisher's error). Jesz motioned (#2020-11) to approve the amended meeting minutes from October, 2019; seconded by Hupke; motion carried.

FINANCE OFFICE REPORT: Jesz motioned (#2020-12) to approve the January financial report; seconded by Hupke; motion carried.

APPROVAL OF EXPENDITURES: Jesz motioned (#2020-13) to approve the following expenditures, seconded by Sell; motion carried: BDM Rural Water $2,299.00 (water); Clark Equipment Co d/b/a Bobcat Co. $1,647.20 (skid steer trade-in); Bobcat of Gwinner $219.75 (parts); Cardmember Service $499.47 (Amazon $182.56 office supplies; JUTS $200.00 credit for registration reimbursement; Hi-Line $39.67 elec supplies; Super 8 $116.44 travel; Amazon $13.56 parts; and Dakota Lodge $347.24 travel); Dakota Pump $3,963.97 (impeller installation); Dakota Supply Group $90.00 (water meter supplies); Damar Farmer's Elevator $1,712.98 (propane, fuel, gasoline, etc.); DGR Engineering $315.00 (electric study fees); Frohling Law Office $132.00 (warranty deed preparation); Grand Slam Computers $2,555.00 (computers / upgrades); Heartland Consumers Power District $17,705.83 (power / transmission fees); Hewitt Insurance $50.00 (errors & ommissions); Public Health Laboratory $186.00 (lab fees); Town of Langford $2,063.98 (utilities); Langford Bugle $159.87 (publications); Langford Lumber $75.00 (equipment rental); Lehr Sanitation $2,500.00 (Jan garbage services); petty cash replenishment $63.90 (postage); Mac's $60.99 (shop supplies); Marshall Land and Title Co. $369.50 (title insurance); Runnings $78.36 (shop supplies / fire dept supplies); SD Association of Towns & Townships $268.25 (dues); SD Dept of Revenue $2,311.89 (Jan sales tax); SD Municipal Electric Association $200.00 (conference registration fees); Titan Machinery $19.99 (supplies); USDA Rural Development $2,776.00 (sewer renovation loan payment); US Postal Service $136.00 (stamps); Verizon Wireless $203.06 (cell phone fees); Western Area Power Administration $4,175.46 (power). January Payroll by dept: Council $726.64; Finance Office $1,131.28; Streets $3,859.21; Sanitation $2,335.41; Library $862.14; Water $3,436.11; Electric $3,041.36; Sewer $2,335.25. January payments in vacation: First State Bank $8.00 (safety deposit box rent); Venture Communications $532.49 (phone, fax, internet fees); SD Office of Energy Assistance $23.34 (refund); Corporate Trust, TFM $916.55 (water renovation loan payment). January water system renovation payments: American Engineering Testing $1,331.00 (engineering fees); Town of Langford $2,055.67 (reimbursements for publishing and attorney fees); DGR Engineering $22,807.51 (engineering fees).

NEW BUSINESS:

Hupke motioned (#2020-14) to approve a request from Langford Main Street Center, Inc. to transfer liquor licenses to David A. Bosmoe d/b/a The Front Porch Bar & Grill, and to enter into an Operating Agreement between the Town of Langford and David A. Bosmoe d/b/a The Front Porch Bar & Grill; seconded by Jesz; motion carried. The projected date of the transfer of the licenses is March 1, 2020.

Jesz motioned (2020-15) to approve the following Resolution; seconded by Hupke; motion carried. RESOLUTION #2020-01 - RESOLUTION GIVING APPROVAL TO CERTAIN DRINKING WATER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS. WHEREAS, one of the purposes of SDCL Chapter 9-40 (the "Act") as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system of waterworks for the purpose of providing water and water supply for domestic, municipal, together with extensions, additions, and necessary appurtenances; and,

WHEREAS, a municipality is authorized by Section 6 of the Act to issue revenue bonds to defray the cost of extensions, additions and improvements to any utility previously owned without pledging its credit and is authorized to pledge the net income or revenues from the Project in accordance with Section 15 of the Act; and,

WHEREAS, the Town of Langford (the "Town") currently operates a water distribution system to supply municipal, industrial and domestic water to its inhabitants and has determined that improvements to the drinking water facilities are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its drinking water system; and,

WHEREAS, the Town has determined to issue its revenue bonds to finance the improvements to its system of waterworks for the purpose of providing water and water supply for domestic, municipal, and industrial purposes (the "System") and has applied to the South Dakota Conservancy District (the "District") for a Drinking Water State Revolving Fund Loan to finance the improvements;

WHEREAS, the Town shall adopt special rates or surcharges for the improvements to be pledged, segregated and used for the payment of the Bonds.

NOW THEREFORE BE IT RESOLVED by the Town as follows:

SECTION 1. Definitions. The terms when used in this Resolution shall have the following meanings set forth in this section unless the context clearly requires otherwise. All terms used in this Resolution which are not defined herein shall have the meanings assigned to them in the Loan Agreement unless the context clearly otherwise requires.

"Act" means South Dakota Codified Laws Chapter 9-40.

"Loan" means the Loan made by the South Dakota Conservancy District to the Town pursuant to the terms of the Loan Agreement and as evidenced by the Revenue Bond.

"Project" means the Town of Langford Drinking Water Improvements-Additional Funds Project.

"Revenue Bond" means the revenue bond or bonds issued the date of the Loan Agreement by the Town to the South Dakota Conservancy District to evidence the Town's obligation to repay the principal of and pay interest and Administrative Expense Surcharge on the Loan.

"System" means the Town's system of waterworks used for the purpose of providing water and water supply for domestic, municipal, and industrial purposes.

SECTION 2. Declaration of Necessity and Findings:

2.1 Declaration of Necessity. The Town hereby declares and determines it is necessary to construct and finance improvements to its drinking water facilities within its System described as the Project.

2.2 Findings. The Town does hereby find as follows:

2.2.1. The Town hereby expressly finds that if the Project is not undertaken, the System will pose a health hazard to the Town and its inhabitants, and will make the Town unable to comply with state and federal law.

2.2.2. Because of the functional interdependence of the various portions of the System, the fact that the System may not lawfully operate unless it complies with State and federal laws, including SDCL Chapter 34A-3A, and the federal Safe Drinking Water Act, and the nature of the improvements financed, the Town hereby finds and determines that the Project will substantially benefit the entire System and all of its users within the meaning of Sections 15 and 17 of the Act.

2.2.3. The Town hereby determines and finds that for the purposes of the Act, including, in particular, Sections 15 and 17 of the Act, that only the net income from the Project financed by the Revenue Bond be pledged for its payment.

SECTION 3. Authorization of Loan, Pledge of Revenue and Security.

3.1. Authorization of Loan. The Town hereby determines and declares it necessary to finance up to $570,000 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the Town. The Town hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

3.2. Approval of Loan Agreement. The execution and delivery of the Revenue Obligation Loan Agreement (the "Loan Agreement"), the form of which is on file with the Town Finance Officer (the "Finance Officer") and open to public inspection, between the Town as Borrower and the District, is hereby in all respects authorized, approved and confirmed, and the President and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content attached hereto, with such changes as the Attorney for the Town deems appropriate and approves, for and on behalf of the Town. The President and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the Town set forth in or required by the Loan Agreement. The Loan Agreement herein referred to and made a part of this Resolution is on file in the office of the Finance Officer and is available for inspection by any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed $570,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the President, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the Town, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The President and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

3.4. Pledge of Revenues. The Revenue Bond together with the interest thereon, shall not constitute a charge against the Town's general credit or taxing power, but shall be a limited obligation of the Town payable solely out of the Project Debt Service Account, which payments, revenues and receipts are hereby and in the Loan Agreement pledged and assigned for the equal and ratable payments of the Revenue Bond and shall be used for no other purpose than to pay the principal, interest and Administrative Surcharge on the Revenue Bond, except as may be otherwise expressly authorized in the Loan Agreement (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The Town covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Revenue Bond issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the Project, and depreciation, and the Rate Resolution shall be revised from time to time so as to produce these amounts. The Town hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Revenue Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the Town set forth in this Section 3 or any other covenant or agreement in the Loan Agreement.

SECTION 4. Special Charge or Surcharge for Revenue Bond. The Town does hereby create the Revenue Bond Special-Surcharge District (the “Surcharge District”) which shall include all users which benefit from the Project. There shall be charged a special charge or surcharge pursuant to Section 15 of the Act for the services provided by Project financed by the Revenue Bond. The special charge or surcharge shall be segregated from other revenues of the System and shall be used for the payment of the Revenue Bond. The special charge or surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements and shall be 110% of the debt service requirements on the Revenue Bond.

4.1 Rates and collection. The rate herein specific will be collected as a special charge or surcharge for the Project. This special charge or surcharge shall remain in effect until such time as the Revenue Bond is defeased or paid in full.

4.2 Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equitable for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal, interest and Administrative Surcharge on the Revenue Bond when due.

4.3 Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

4.4 Periodic review. The amount of the surcharge 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 surcharge may be set by resolution in accordance with this Section. The rate 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 or Project 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 Town 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 the income of the Project 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 water system account of the Town and shall be used solely for the following respective purposes until payment in full of the principal, interest and Administrative Surcharge 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 resolutions and ordinances of the Town of Langford, South Dakota (collectively the "Rate Resolution"). 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 Town'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 February 15, May 15, August 15 or November 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 Town 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 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 pre-payable 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 Town, 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 U.S. Bank National Association, St. Paul, Minnesota, 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 Town hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The Town 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 Town agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The Town 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, interest and Administrative Surcharge on the Revenue Bond, and the Town 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 Town.

10.4. The Town 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 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 A

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 Town, 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 Town'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 Town 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. Repeal of Resolution. At such time as the Project Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the Town.

SECTION 15. Authorization of Town Officials. The President, Finance Officer, Town Attorney and Town officials shall be and they are hereby authorized to execute and deliver for and on behalf of the Town 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 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

*Adopted at Langford, South Dakota, this 12th day of February, 2020*

As required within the above Resolution #2020-01, an amount determined by the City Council shall be set aside into a General Depreciation Account; Jesz motioned (#2010-16) to establish the rate at $20.00 per month (with the understanding that this can be revisited at a later date); seconded by Hupke; motion carried.

Jesz motioned (#2020-17) to approve the first reading of an amendment to ORDINANCE 9-2-6 adding information regarding the Powers and Authority of Inspectors; and the addition of ORDINANCE 9-2-7 to clarify the obligation of property owners to adhere to the requirements regarding discharge into the sanitary sewer system; and to remove verbiage that was added to ORDINANCE 9-2-4 in 2018; seconded by Hupke; motion carried.

Hupke motioned (#2020-18) to amend motion #2020-07 that was passed at the January 2020 session to remove two items from the list of items that were declared surplus: Frontier Industrial portable gas powered air compressor (AC-2T, 8 gallon tank, 120 PSI) and Agri-Fab Mow-N-Vac (tow behind system, 5hp gas powered system); seconded by Sell; motion carried. Kramer reported that bids for the following items can be placed at AuctionTime.com from 03/09/20 through 03/11/20: John Deere 3pt rotary brush mower (model 503, 540 pto, 60" width); Briggs Stratton gas powered water pump (2" banjo discharge, 2" clamp on intake, 3hp – not on wheels); Briggs Stratton gas powered water pump (2" banjo intake/clamp on discharge; 3.5 ph – on wheels); Winpower PTO generator cart on wheels (100 amp 3 phase; 50 amp 1 phase; 15 amp 1 phase; 540 pto); walk-behind asphalt roller (gas engine, hydraulic drive, electric start, water tank, 30" roller); industrial air compressor (bumper hitch, 6 cyl gas Ford, 38.2 hours); Pave-A-Lot asphalt paver/grader (3 pt; 30" to 9'6" wide path); 60" turning front running gear.

Swearingen read the following mitigation plan update from NECOG: Work continues on the Marshall County Mitigation Plan. NECOG collected information for the required review of existing technical documents which must be summarized in the Mitigation Plan. NECOG documented local planning documents (zoning, ordinances, floodplain management, growth plans, etc.) and the types of regulation already in place in each jurisdiction. Worksheets and development questionnaires were collected from those who attended the last two mitigation meetings. Flooding issues specific to Britton, Langford, and Veblen were discussed. Strategies for engaging the public in the mitigation planning process were also discussed. Through the mitigation planning process, projects are identified for each participating jurisdiction to be included in the plan. After the projects are identified, they are prioritized, and as the mitigation strategy section of the plan. NECOG is asking participating jurisdictions (city and county officials) as well as members of the public to provide information and/or comments about possible projects to be included in the mitigation plan. Written comments can be emailed to alison@necog.org or mailed to NECOG at 416 Production Street N., Suite #1, Aberdeen, SD 57401.

Kramer provided a quote for a commercial grade Honda 2" Trash Pump and a hose kit at approximately $1,700.00; Hupke motioned (#2020-19) to approve the purchase; seconded by Sell; motion carried. The proceeds from the sale of items declared surplus can help to offset this purchase.

Swearingen reported on a recent Compliance Review with USDA Rural Development; as a result, a Language Access Plan has been initiated, and a copy made available to the city council members and city staff.

The completed 2018 audit report was provided to all city council members; a copy is on file in the Finance Office for review (and will be posted on the SD Dept of Legislative Audit website).

Jesz motioned (#2020-20) to approve one building permit application received in the Finance Office; seconded by Hupke; motion carried: Monte Nipp, deck replacement.

OLD BUSINESS: (no action taken)

The next regular session of the Board of Trustees is scheduled for Tuesday, March 10, 2020 at 6:00 p.m. at the Finance Office.

There being no further business, the meeting adjourned at 9:15 p.m.

ATTEST: Todd Sell, Board President; Melody Swearingen, Finance Officer

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