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nancial and Reporting

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with 3 to 8 units, dwellings with 9 to 12 units and dwellings with over 12 units.

BE IT ORDAINED BY THE GOVERNING BODY OF THE OF VERMILLION, SOUTH DAKOTA:

That section § 155.055 Countryside Planned Unit Development District subsection (B) Area B be amended to read as follows:

(B) Area B. The purpose of this district is to provide for low imbusiness, medium-density manufactured homes and residential areas within planned unit developments. All city ordinances apply to the planned unit development except for those modified

(1) Permitted uses. Applicable Permitted Uses

Standards dwell-Single-family detached 155.070, 155.072,

155.076, 155.077, Single family attached dwellings §§ 155.070, 155.072, 155.076,

155.077. Two-family attached dwellings

§§ 155.070, 155.072, 155.076, 155.077, Multiple family Dwellings

155.076, 155.070, 155.072, 155.077. Convenience store §§

155.072, 155.076, 155.077, Drug store §§ 155.072, 155.070, 155.076, 155.077,

Markets §§ 155.070, 155.072, 155.076, 155.077, Retail stores 155.070, 155.072, 155.076, 155.077,

Accessory Structures §§ 155.082(A) (see definition),

(3) Lot and yard regulations.All measurements shall be taken from the lot line to the building line at the closest point.

Lot AreaFrontage B u i l d i n g Line Front Yard Side Yard Rear Yard M a x i m u m Height

Business Uses 10,000 square ft 50 feet 65 feet 25 feet 8 feet 25 feet 35 feet, Single family Detached Dwellings 6,000 square ft 50 feet

65 feet 25 feet 8 feet 25 feet 35 feet. Single family attached Dwellings 2,500 square ft 25 feet 25 feet 25 feet 8 feet (0 on party

wall) 25 feet 35 feet, Two family attached Dwellings 7,500 square ft 50 feet 75 feet 25 feet 8 feet 25 feet

Multiple family 3 to 8 units 7,500 square ft 50 feet 60 feet 30 feet 10 feet 25 feet 35 feet.

Multiple family 9 to 12 units 17,000 square ft 50 feet 85 feet 30 feet 10 feet 25

Multiple family over 12 units 25,000 square ft 50 feet 35 85 feet 30 feet 10 feet 25 feet

Accessory building Not Permitted 4 feet 4 feet 12 feet

Dated at Vermillion, South Dakota this 1st day of April, 2013

THE GOVERNING BODY OF THE CITY OF VERMILLION, SOUTH DAKOTA

BY John E (Jack) Powell, Mayor ATTEST:

Michael D. Carlson, Finance Offi-

Adoption of the Ordinance was seconded by Alderman Davies. Thereafter the question of the adoption of the Ordinance was put to a roll call vote of the Governing Body, and the members voted as follows: Collier-Wise-Yes, Grayson-Yes, Davies-Yes, Meins-Yes, Osborne-Yes, Ward-Yes, Willson-Yes, Zimmer-Osborne-Yes, man-Yes, Mayor Powell-Yes.

Motion carried 9 to 0. Mayor Powell declared that the Ordinance has been adopted and directed publication thereof as required by law.

## 8. New Business

## A. Annual Library report

Jane Larson, Librarian, reported that State law requires the Library Board to prepare and submit an annual report to the governmental bodies that provide funding to the Library. Jane reviewed the 2012 library annual report that was included in the packet, noting the changes from last year. Jane answered questions on the Library operations. Discussion followed on the report

## 090-13

Alderman Osborne moved to acknowledge receipt of the 2012 Annual Report of the Library Board. Alderman Collier-Wise seconded the motion. Jane Larson reminded citizens that the Library will be closed until April 8th and even after they reopen will have some ongoing work to complete the relocation. Motion carried 9 to 0. Mayor Powell declared the motion adopted.

B. Resolution Authorizing the Issuance of Revenue Bond for the Waste Landfill Improve-

Mike Carlson, Finance Officer,

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reported that in the fall of 2011 the landfill cell 5 and the leachate collection system projects were placed on the State Water Plan. An application was submitted for a SRF loan and solid waste grant funding for the project with the anticipated construction taking place in 2013 as the existing cells reached capacity. At the same time, an application was made to change the side slope of the existing landfill cells to allow for more capacity along with increasing the cell elevation on the existing cells. The Department of Environment Natural Resources (DENR) have approved the change in side slope for the existing landfill cells thus increasing the capacity of the existing cells to allow for the new cell construction and leachate system to be delayed. The DENR has agreed with the calculations for increasing the cell elevation and we are awaiting final approval.

In April 2012 the City was notified by the DENR of the approval of a grant/loan package for cell 5 the leachate system. The funding package consisted of a SRF loan of \$1,639,000 for 20 years at 3% and a solid waste grant of \$522,210. HDR developed project estimates and the facility plan used in the grant/loan application along with the side slope amendment and change in elevation application. With the change in side slope, HDR is now recommending construction of the leachate system in 2013 and cell 5 in 2014. As HDR is working on the plans and specifications for the leachate system, the city needs to complete the loan process with the DENR for the funding. Mike stated that the enclosed resolution was prepared by Dorsey & Whitney, Bond Council, and has been reviewed by Jim McCulloch, City Attorney. Discussion followed.

After reading the same once, Alderman Zimmerman moved adoption of the following:

RESOLUTION RELATING TO THE IMPROVEMENT OF THE SOLID WASTE LANDFILL FA-CILITY: CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF THE MONEYS DERIVED AUTHORIZING THEREFROM: AND DIRECTING THE ISSU-ANCE AND SALE OF A REVE-NUE BOND TO PAY THE COST OF SAID IMPROVE-MENTS: DEFINING THE MANNER OF **TERMS** AND PAYMENT OF THE BOND THE SECURITY AND THEREOF AND APPROVING THE FORM OF LOAN AGREE-MENT BE IT RESOLVED BY THE CITY COUNCIL OF THE VERMILLION, CITY OF DAKOTA, AS FOL-SOUTH LOWS:

SECTION 1. AUTHORIZATION

AND FINDINGS. South Members), owns, administers and management system (the System), commencing the for municipal, industrial and domestic purposes, under a Revised November 14, 2012, by and among the Members.

'Act") and 6-8B, in order to finance a portion of the cost of imforth in Exhibit A hereto (the Improvements). The Issuer is authorized to issue its obligations in order to defray the cost thereof, and and agreements authorized by law for the protection of the holders of the obligations, including, without limitation, those covenants set forth in SDCL, Sections 9-40-16 and 9-40-17. The obligations are payable from the Net Revenues of the System, as defined in Section

2.03 hereof. 1.03. The execution and deliv-Loan Agreement between South Dakota Conservancy District (the District) and the Issuer (the Loan Agreement), the form of which has been submitted to this Council, and the pledging of the loan payments there under for the security of the State Revolving Fund revenue bond of the Issuer and the interest thereon shall be, and they are, in all respects, hereby authorized, approved and confirmed, and the Mayor and Finance Officer are hereby authorized and directed to execute and deliver the Loan Agreement in the form and content submitted to this Council, with such changes that are not Issuer deems appropriate and approves, for and on behalf of the Issuer. The Mayor and Finance Officer are hereby further authorized and directed to implement and perform the covenants and obligations of the Issuer as set forth in or required by the Loan Agreement.

1.04. The issuance of a revenue bond of the Issuer, of not more pay the reasonable and necessary than \$1,639,000 principal amount in the form and content set forth in Appendix B to the Loan Agree- or are to be paid prior to the next ment (the Bond) is hereby authorized, approved and confirmed, and the Mayor, Finance Officer and other appropriate officials of crued, of operation, maintenance the Issuer shall be authorized to and current repair of the System,

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**Notices** the District, for and on behalf of the Issuer, upon receipt of the purchase price and to deposit the proceeds thereof in the manner provided for in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Bond, and their execution and delivery of the Bond shall evidence such approval. The terms of the Bond, as so executed and delivered, shall he deemed to be incorporated

herein by reference. 1.05. It is hereby found and determined that the principal amount of the Bond, when added to all other indebtedness of the Issuer subject to its general (5%) debt limit, will not exceed 5% of the assessed value of the taxable property in the Issuer. Therefore, an election is not required for the issuance of the Bond and the execution of the Loan Agreement under Section 9-40-15, South Dakota Codified Laws.

SECTION 2. FUNDS AND AC-COUNTS. For the purpose of application and proper allocation of the income of the System and to secure the payment of principal of and interest on the Bond, the following funds and accounts shall be used solely for the following respective purposes until payment in full of the principal of and interest on the Bond:

2.01. Solid Waste System Fund;

Bond Proceeds and Revenues Pledged and Appropriated. A fund designated as the Solid Waste System Fund (the Fund) has been established and shall be maintained as a separate and special bookkeeping account on the official books of the Issuer until the Bond and any additional bonds (together referred to as the Bonds) payable from the Net Revenues of the System, as provided in Sections 3.02 through 3.04 hereof and interest, Administrative Expense Surcharge and redemption premiums due thereon have been fully paid, or the Issuer's obligation with reference to the Bond has been discharged as provided in this resolution. All proceeds of the Bond and all other funds hereafter received or appropriated for purposes of the System are appropriated to the Fund. All gross revenues of the System are irrevocably pledged and appropriated and shall be credited to the Fund as received. Such gross revenues shall include all gross income and receipts from rates and charges imposed for the availability. benefit and use of the System as now constituted and of all replacements and improvements thereof and additions thereto, and from penalties and interest thereon, and from any sales of property acquired for the System and all income received from the investment of such gross revenues; but not any taxes levied or amounts borrowed or received as grants for construction of any part of the System. The Fund shall be subdivided into separate accounts as designated and described in Sections 2.02 to 2.06, to 1.01. The City of Vermillion, segregate income and expenses South Dakota (the Issuer), to- received, paid and accrued for the gether with the City of Yankton, respective purposes described in Dakota, Yankton County, those sections. The gross revenues South Dakota and Clay County, of the System received in the South Dakota (collectively, the Fund shall be apportioned monthly or as soon as possible afoperates an integrated solid waste ter the first day of each month, first calendar month following the delivery of the Bond, which apportionment is Joint Powers Agreement, dated hereinafter referred to as the "monthly apportionment."

2.02. Construction Account. The 1.02. The Issuer is authorized to Construction Account shall be borrow money and issue its reve- used only to pay as incurred and nue bonds under South Dakota allowed costs which under finan-Codified Laws, Chapters 9-40 (the cial and reporting standards as promulgated by the Governmental Accounting Standards Board, the provements to the System as set Financial Accounting Standards Board, or an Other Comprehensive Basis of Accounting, as applicable (referred to herein as Financial and Reporting Standards), to make all pledges, covenants are capital costs of the System, and of such future reconstructions, improvements, betterments or extensions of the System as may be authorized in accordance with law; including but not limited to payments due for work and materials performed and delivered under construction contracts, architectural, engineering, inspection, supervision, fiscal and legal exery of the Revenue Obligation penses, the cost of lands and easements, interest accruing on the Bond during the first year following the date of its delivery, if and to the extent that the Revenue Bond Account is not sufficient for payment of such interest, reimbursement of any advances made from other Issuer funds, and all other expenses incurred in connection with the construction and financing of any such undertaking. To the Construction Account shall be credited as received all proceeds of the Bond, except amounts appropriated to the Revenue Bond Account under Section 2.04, all other funds appropriated by the Issuer for the System, and substantive as the Attorney for the all income received from the investment of the Construction Ac-

2.03. Operating Account. On each monthly apportionment there shall first be set aside and credited to the Operating Account, as a first charge on the gross revenues, such amount as may be required over and above the balance then held in the Operating Account to operating expenses of the System which are then due and payable, monthly apportionment. The term "operating expenses" shall mean the current expenses, paid or acexecute and deliver the Bond to calculated in accordance with Fi-

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Standards, and shall include, without limitation, administrative expenses of the Issuer relating solely to the System, premiums for insurance the properties thereof, labor on and the cost of materials and supplies used for current operation and for maintenance, and charges for the accumulation of appropriate reserves for current expenses which are not recurrent monthly but may reasonably be expected to be incurred in accordance with Financial and Reporting Standards. Such operating expenses shall not include any allowance for depreciation or renewals or replacements of capital assets of the System and shall not include any portion of the salaries or wages paid to any officer or employee of the Issuer, except such portion as shall represent reasonable compensation for the performance of duties necessary to the operation of the System, nor any amount properly payable from any other account of the Fund. The Net Revenues of the System, as referred to in this resolution, are hereby defined to include the entire amount of such gross reveremaining after each apportionment, monthly crediting to the Operating Account the amount required hereby, including sums required to maintain an operating reserve equal to month's estimated operating

2.04. Revenue Bond Account. Upon each monthly apportionment there shall be set aside and credited to the Revenue Bond Account, out of the Net Revenues of the System, an amount equal to one-third of the total sum of the principal and interest to become due on the Bond on the next succeeding Loan Payment Date (as defined in the Bond). Moneys from time to time held in the Revenue Bond Account shall be disbursed only to meet payments of principal and interest on the Bond as such payments become due; provided, that on any date when the outstanding Bond is due or prepayable by its terms, if the amount then on hand in the Revenue Bond Account is sufficient, other moneys available for the purpose, to pay the Bond and accrued thereon in interest full, it may be used for that purpose. If any payment of principal or interest becomes due when moneys in the Revenue Bond Account are temporarily insufficient, such payment shall be advanced out of any Net Revenues theretofore segregated and then on hand in the Replacement and Depreciation Account or the Surplus Account. In the event that sufficient moneys are not available from the aforementioned sources the Issuer, to the extent it may, at the time legally do so, may, but shall not be required to, temporarily advance moneys to the Revenue Bond Account from other revenues of the System or from other funds of the Issuer on hand and legally available for the purpose, but any such advance shall be repaid from Net Revenues of the System within 24 months.

2.05. Replacement and Deprecia-Account. There shall next be set aside and credited, upon each monthly apportionment, to the Replacement and Depreciation Account such portion of the Net Revenues, in excess of the current requirements of the Revenue Bond Account (which portion of the Net Revenues is referred to herein as Surplus Net Revenues), as the City Council shall determine to be required for the accumulation of a reasonable reserve for renewal of worn out, obsolete or damaged properties and equipment of the System. Moneys in this account shall be used only for the purposes above stated or, if so directed by the City Council, to redeem Bonds which are prepayable according to their terms, to pay principal or interest when due thereon as required in Section 2.04 hereof, or to pay the cost of improvements to the System; provided, that in the event that the Issuer shall hereafter issue bonds for the purpose of financing the construction and installation of additional improvements or additions to the System, but which additional bonds cannot, upon the terms and conditions provided in Section 3, be made payable from the Revenue Bond Account, Surplus Net Revenues from time to time received may be segregated and paid into one or more separate and additional accounts for the payment of such bonds and interest thereon, in advance of payments required to be made into the Replacement and Depreciation

Account. 2.06. Surplus Account. amount of the Surplus Net Revenues from time to time remaining after the above required applications thereof shall be credited to the Surplus Account, and the moneys from time to time in that account, when not required to restore a current deficiency in the Revenue Bond Account as provided in Section 2.04 hereof, may be used for any of the following purposes and not otherwise:

(a) to redeem and prepay principal of the Bond when and as such principal becomes prepayable according to its terms;

(b) if the balances in the Revenue Bond Account and the Replacement and Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made therefrom prior to the end of the current fiscal year, then;

(i) to pay for repairs or for the construction and installation of improvements or additions

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the System; and

(ii) to be held as a reserve for redemption and prepayment of principal of the Bond which not then but will later be prepayable according to its terms.

No moneys shall at any time be transferred from the Surplus Account or any other account of the Fund to any other fund of the Issuer, nor shall such moneys at any time be invested in warrants, special improvement bonds or other obligations payable from other funds, except as provided in this 2.07. Deposit and Investment of

Funds. The Finance Officer shall

cause all moneys pertaining to the Fund to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of Chapter 4-6A, South Dakota Codified Laws, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the Issuer, 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 moneys shall at any time be withdrawn from such deposit accounts except for the purposes of the Fund as authorized in this resolution; except that moneys from time to time on hand in the Fund may at any time, in the discretion of the City Council, be invested in securities permitted by the provisions of South Dakota Codified Laws, Section 4-5-6; provided, that the Replacement and Depreciation Account 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 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 in that account. The investment of the moneys on deposit in the Revenue Bond Account is further restricted by the provisions of Section 6.01 hereof. Deposits and securities described this section shall constitute 'Qualified Investments."

2.08. Additional Revenues Collateral. The Issuer reserves the right at any time to pledge additional moneys, revenues or collateral as security for the Bond and any additional bonds. Such pledge shall not be effective unless and until the Issuer receives, and provides to the bond registrar an opinion of, nationally recognized bond counsel stating that such pledge will not adversely affect the validity or tax exemption of Bond and any additional bonds then outstanding.

2.09. Appropriation of Other Moneys. The Issuer reserves the right in any year while the Bond is outstanding to appropriate from moneys on hand and legally available for such purpose in its cash reserve accounts such amounts as principal and interest Bond. Any such appropriation shall reduce the obligation of the Issuer to impose rates and charges

under Section 3.04 hereof. 2.10. Statutory Mortgage. The Issuer covenants and agrees that pursuant to SDCL 9-40-28 and SDCL 9-40-29, the lawful holders of the Bond shall have a statutory mortgage lien upon the System and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal, interest, and Administrative Expense Surcharge on the Bond, and the Issuer agrees not sell or otherwise dispose of the System, the Improvements, 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 Issuer.

### SECTION 3. PRIORITIES AND ADDITIONAL BONDS.

3.01. Priority of Bond Payments. If at any time the Net Revenues of the System are insufficient to pay principal and interest then due on the Bond, any and all moneys then on hand shall be first used to pay the interest accrued on the Bond, and the balance shall be applied toward payment of the maturing principal of the Bond in order of their maturities, the earliest maturing principal to be paid first, and pro rata in payment of principal maturing on the same date.

3.02. Additional Bonds. The Issuer reserves the right to issue additional bonds, payable from the Revenue Bond Account of the Fund, on a parity as to both principal and interest with the Bond in the manner and upon satisfaction of the conditions and subject to the limitations set forth in the Loan Agreement, and if any Prior Bonds are then outstanding, subject to the limitations contained in the resolutions under which such Prior Bonds were issued.

3.03. Compliance with Loan Agreement. The Issuer will comply, so long as the Bond is outstanding, and unpaid, with all of the provisions of the Loan Agreement, to the same extent as though such provisions were set forth in this resolution.

3.04. Rates and Charges. The Is-

**Notices** suer will maintain, revise, charge and collect rates and other charges for all service furnished and made available by the System, according to schedules such that the gross revenues derived therefrom will be sufficient, when combined with other available funds, to pay when due all expenses of the operation and maintenance of the System, and all principal of and interest on the Bond, to provide for the establishment and maintenance of adequate reserves, to provide an allowance adequate for recurring renewals and replacements of the System, to satisfy the rate covenant provided in Section

6.4 of the Loan Agreement and to

fulfill the terms of all other agree-

ments with holders of the Issuer's

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### SECTION 4. AMENDMENTS.

4.01. Amendments without Bondholder Consent. The Issuer reserves the right to amend this resolution from time to time and at any time, for the purpose of curing any ambiguity or of curing, correcting or supplementing any provision defective contained herein, or of making such provisions with regard to matters or questions arising hereunder as this City Council may deem necessary or desirable and not inconsistent with this resolution, and which shall not adversely affect the interest of the holder of the Bond, or for the purpose of adding to the covenants and agreements herein contained, or to the gross revenues herein pledged, other covenants and agreements thereafter to be observed [and additional gross revenues thereafter appropriated to the Fund], for the purpose of surrendering any right or power herein reserved to or conferred upon the Issuer, or for the purpose of authorizing the issuance of additional bonds in the manner and subject to the terms and conditions prescribed in Section 3. Any such amendment may be adopted by resolution, without the consent of the holder of the Bond. 4.02. Amendments with Bond-

holder Consent. With the consent of the holder of the Bond as provided in Section 4.03, the Issuer may from time to time and at any time amend this resolution by adding any provisions hereto or changing in any manner or eliminating any of the provisions hereof, or of any amending resolution, except that no amendment shall be adopted at any time without the consent of the holder of the Bond which are then outstanding, if it would extend the maturities of any Bond, would reduce the rate or extend the time of payment of interest thereon, would reduce the amount or extend the time of payment of the principal or redemption premium thereof, would give to any Bond any privileges over any other Bond, would reduce the sources of gross revenues appropriated to the Fund, would authorize the creation of a pledge of gross revenues prior to or on a parity with the Bond (except as is authorized by Section this Council may specify and di- 3), or would reduce the percentrect that such amounts be used to age in principal amount of Bonds required to authorize or consent to any such amendment.

4.03. Notice and Consent. Any amendment adopted pursuant to Section 4.02 shall be made by resolution, mailed to each holder of a Bond affected thereby, and shall become effective only upon the filing of written consents with the Finance Officer, signed by the holders of not less than two-thirds in principal amount of the Bonds which are then outstanding or, in the case of an amendment not equally affecting all outstanding Bonds, by the holders of not less than two-thirds in principal amount of the Bond adversely affected by such amendment. Any written consent to an amendment may be embodied in and evidenced by one or any number of concurrent written instruments of substantially similar tenor signed by bondholders in person or by agent duly appointed in writing, and shall become effective when delivered to the Finance Officer. Any consent by the holder of any Bond shall bind the holder and every future holder of the same Bond with respect to any amendment adopted by the Issuer pursuant to such consent, provided that any bondholder may revoke his consent with reference to any Bond by written notice received by the Finance Officer before the amendment has become effective. In the event that unrevoked consents of the holders of the reguired amount of Bonds have not been received by the Finance Officer within one year after the mailing of any amendment, the amendment and all consents theretofore received shall be of no further force and effect.

4.04. Proof. Proof of the execution of any consent, or of a writing appointing any agent to execute the same, or of the ownership by any person of a Bond, shall be sufficient for any purpose of this resolution and shall be conclusive in favor of the Issuer if made in the manner provided in this section. The fact and date of the execution by any person of any such consent or appointment may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer authorized by law to take acknowledgements that the person signing such writing acknowledged to him the execution thereof. The amount of Bonds held by any person by or for whom consent is given, and the distinguishing numbers of such Bond, and the date of holding the same, shall be proved by the bond