

**CITY OF SISSETON**  
**February 11, 2019 AGENDA**  
Sisseton City Hall – 6:30 p.m.

**Agenda:**

1. Call to Order
2. Adopt Agenda
3. Minutes – January 14, 2019
4. Bills Payable
5. Reports:
  - a. Liquor
  - b. Police
  - c. Street/Safety Coordinator
  - d. Water/Sewer
  - e. Building Permits
  - f. Finance
  - g. City Attorney
6. Public Comment
7. Public Hearings:
  - a.
8. Old Business:
  - a.
9. Visitors
  - a.
10. Travel Approval:
  - a. 2019 SDML Annual District Meeting: March 19, 2019 Britton, SD
11. New Business:
  - a. Declare surplus property: 2007 Chevy Impala
  - b. Authorize Mayor to sign Right of Way Agreement and Agreement of Sale with SD DOT
12. Ordinances and Resolutions:
  - a.
13. Information and Discussion Items
  - a. 2017 Audit
  - b. SD Highway 10 Project
  - c. Water & Sewer Project
14. Mayor/Council Member Reports
15. Adjourn

*The meeting is open to the public and interested persons are encouraged to attend. The TDD number is 1-800-877-1113. Disabled individuals wishing assistance should contact the City Finance Officer for information and/or special assistance – the request should be made at least 24 hours in advance of the meeting.*

The City Council for the City of Sisseton met in regular session on Monday, January 14, 2019 at 6:30 p.m.

Members present were Mayor Terry Jaspers, Aldermen Brooks, German, Solberg, Stapleton and Wegleitner. Alderman Just was absent.

Others Present: Erin Cameron, Amber Kemnitz, Ellen Lekness, Jim Croymans, Myron Doud, Gary Spencer, Greg Maag, Terry & Debbie Sutton, Sylvia Deutsch, Jason Deutsch

**Call to Order:** Mayor Jaspers called the meeting to order at 6:30 p.m.

**Agenda:** Solberg moved and Wegleitner seconded to approve agenda as presented. All voted aye.

**Minutes:** Stapleton moved and Solberg seconded to approve the December 10 & 27, 2018 minutes. All voted aye.

**Bills Payable:** Brooks moved and Stapleton seconded to approve the bills payable as presented. All voted aye.

Liquor: Lekness presented the December 2018 liquor report.

**Approval to hire Liquor Store Clerks:** Stapleton moved and Wegleitner seconded to hire Kathy Holman as a temporary liquor clerk at a wage of \$13.77 per hour. All voted aye. Wegleitner moved and Stapleton seconded to hire Jerry Arbach as a part time liquor clerk at a wage of \$13.27 per hour. All voted aye.

Police: Croymans reported on police department.

**Police Department Contract for Server Access with RIEM Program:** German moved and Solberg seconded to approve authorization for Mayor to sign contract with Watertown Police Department to provide server access in conjunction with the Northeast South Dakota Rural Information Exchange Model for a period of one year beginning January 1, 2019 for \$500.00. All voted aye.

Street/Safety: Doud reported for street department.

**Street Department Laborer:** Stapleton moved and German seconded to approve hiring Colbey Lehrke as street department laborer at a beginning wage of \$15.10 per hour. All voted aye.

Water/Sewer: Spencer reported for the water and sewer department.

**Finance Report:** Wegleitner moved and Solberg seconded to approve the December 2018 finance report. All voted aye.

Discussion: Council discussed snow removal policy and procedures. There were reports of private snow removal services and businesses that moved snow into the streets. City ordinance prohibits placement of snow in streets from private property. Council heard comments from

Terry Sutton, Sylvia & Jason Deutsch. Council was in agreement to keep the current ordinance in place.

**Surplus Property Bid Opening:** Bids were opened at 7:00 p.m. for Lots 21-24 in Block 1 and were received as follows:

Skyman Redday \$830.00

Episcopal Diocese of SD \$1,600.00

Stapleton moved and Solberg seconded to accept bid from the Episcopal Diocese of SD in the amount of \$1,600.00. All voted aye.

Visitors: Greg Maag with First District Association of Local Governments was present to discuss the Roberts County Pre-Disaster Mitigation Plan. Council made updates to mitigation projects and infrastructure to include in the plan.

City Attorney: Erin Cameron reported on Health Board inspections.

**Travel:** Brooks moved and German seconded to approve travel expenses including registration, lodging and meals associated with travel for J. Stauss to attend Taser Instructor Course in Madison, SD on March 21-22, 2019; for M. Weyand to attend SD Dept of Ag Applicator's Recertification Courses in Watertown, SD on January 23, 2019 and February 12, 2019; and for Elected Officials to attend SDML Municipal Government Day at the Legislature in Pierre, SD on February 5-6, 2019. All voted aye.

**Declare Property Surplus:** Stapleton moved and German seconded to declare the 1998 Ford F800 Fire Truck as surplus property and to appoint Solberg, Wegleitner and German as an appraisal board. All voted aye.

**2019 Election:** German moved and Solberg seconded to hold the 2019 municipal election on April 9, 2019. All voted aye.

**Adjourn:** Brooks moved and Stapleton seconded to adjourn. All voted aye. Meeting adjourned at 7:55 p.m.

---

Amber Kemnitz, Finance Officer

**City of Sisseton  
Liquor Store Report  
January 2019**

Liquor Store Deposits	84,015.90
Less Sales Tax	-5,827.87
Gross Liquor Store Sales	78,188.03

Opening Inventory	128,581.11
Purchases	60,153.73
Total Merchandise	188,734.84
Closing Inventory	-130,859.74
Cost of merchandise for sale	57,875.10

Liquor Store Profit	20,312.93
Less Expenses	-8,828.23
<b>Net Liquor Store Profit</b>	<b>11,484.70</b>

10% tax on clubs

End Zone	325.53
Hickory St. Kitchen & Cocktails	325.70
Rosalie's	341.84
Taco's El Bajio	139.00
Billys	99.74
Doubletree Gallery	50.99
Dollar General	125.21
Holiday	986.48
K&K	1,321.27
Shopko	279.55
Stillsons	361.63
<b>Total</b>	<b>4,356.94</b>

Other Expenses

Salaries	4,941.44
FICA	378.01
Retirement	316.94
Work Comp	933.00
Group Insurance	767.70
Unemployment Insurance	0.00
Insurance/Prof Services	0.00
Publishing	0.00
Repair	0.00
Supplies	1,280.53
Equipment	0.00
Utilities	210.61
Total Expense	8,828.23

Breakdown - Liquor Store Deposits

Beer	35,063.97
Whiskey	35,052.80
Wine	4,424.90
Pop/Miscellaneous	1,730.94
Tobacco	1,854.71
Ice	60.13
<b>Total</b>	<b>78,187.45</b>

**Net liquor store profit plus 10% from clubs**

**15,841.64**



## Building Permits

2019-1 Napa Moving building sign and pole sign from current location to new location

# CITY OF SISSETON - FINANCE REPORT

January 2019

Balance last report		12,425,884.45
Receipts this month		
Property Tax	2,731.38	
Sales Tax	74,479.48	
Amusement Tax	0.00	
Building Permits	0.00	
Peddler/Pawnshop License	100.00	
Dog License	8.00	
Liquor/Malt Bev. License	1,550.00	
Video Lottery License	2,100.00	
State/Federal Grants	87,881.66	
State/County Shared Revenue	4,232.51	
Bank Franchise	0.00	
Motor Vehicle License	623.87	
Local Hwy/Bridge Fund	13,445.53	
Sisseton Housing Pmt in Lieu of Taxes	0.00	
Accident Reports/Bike licenses	36.00	
Sales/Excise Tax	0.00	
Fire Dept Fees	4,225.85	
Hwy & Street	0.00	
Library/Recreation Fees	0.00	
Av Gas sales	24.46	
Fines	20.25	
Interest	22,769.46	
Rentals	1,489.90	
Rubble Site Charges	0.00	
Cable TV Franchise	5,106.75	
Contributions and Donations	0.00	
Miscellaneous (Includes pmt for SRO)	4,444.44	
Sale of Fixed Assets	0.00	
Compensation for loss-insurance proceeds	0.00	
Third Cent Sales Tax	7,006.96	
Liquor Sales	78,188.03	
Sales Tax	5,827.87	
Operating Agreements	120.56	
10% Beverage Mark Up	5,393.87	
Utility receipts	86,982.15	
Bulk Water	49.15	
Sale of Water Supplies	1,211.90	
Sales Tax	0.00	
Sewer - Land Rent	0.00	
Other Solid Waste Revenue	0.00	
Total Receipts		410,050.03
<u>Total Expense</u>		<u>330,211.08</u>
<b>Cash Balance End of Month</b>		<b>12,505,723.40</b>

Respectfully Submitted by Amber Kemnitz, Finance Officer

## Revenue - January 2019

	<u>Anticipated</u>	<u>YTD Revenue</u>	<u>Balance</u>
<b>General Fund</b>			
Property Tax	775,000.00	0.00	775,000.00
Sales Tax	1,100,000.00	0.00	1,100,000.00
Amusement Tax	335.00	0.00	335.00
Taxi License	0.00	0.00	0.00
Building Permits	1,200.00	0.00	1,200.00
Pawnshop License	200.00	100.00	100.00
Peddler License	100.00	0.00	100.00
Dog License	300.00	8.00	292.00
Liquor & Malt Beverage License	5,000.00	1,550.00	3,450.00
Video Lottery Fees	2,500.00	2,100.00	400.00
Federal Grants	0.00	740.00	-740.00
State Grants	75,000.00	5,120.00	69,880.00
Bank Franchise Fee	12,000.00	0.00	12,000.00
Liquor Tax Reversion	15,000.00	0.00	15,000.00
Motor Vehicle License	30,000.00	0.00	30,000.00
Local Hwy/Bridge Fund	60,000.00	0.00	60,000.00
Other State Share Revenue	0.00	0.00	0.00
Payment in Lieu of Tax	16,000.00	0.00	16,000.00
County Road Tax	2,200.00	0.00	2,200.00
Accident Reports	150.00	36.00	114.00
Fire Dept Townships	22,000.00	4,225.85	17,774.15
BIA/SWST Fire Dept	0.00	0.00	0.00
Fire Dept Ins Co & Individual Pmts	7,500.00	0.00	7,500.00
Hwy & Street	500.00	0.00	500.00
Recreation	10,000.00	0.00	10,000.00
Library Card Fees	750.00	0.00	750.00
AV Gas (Airport)	7,500.00	24.46	7,475.54
Fines	150.00	0.25	149.75
Dog Keeping	100.00	20.00	80.00
Interest	15,000.00	22,769.46	-7,769.46
Rentals	25,000.00	1,489.90	23,510.10
Rubble Site Charge	0.00	0.00	0.00
Private Donations	125,000.00	0.00	125,000.00
Cable TV Franchise Fee	20,000.00	0.00	20,000.00
Other Miscellaneous Revenue	65,000.00	4,444.44	60,555.56
Dividend Income	0.00	0.00	0.00
Sale of General Fixed Assets	0.00	0.00	0.00
Compensation for loss-ins. proceeds	0.00	0.00	0.00
<u>Operating Transfers In</u>	<u>60,000.00</u>	<u>0.00</u>	<u>60,000.00</u>
Total General Fund	2,453,485.00	42,628.36	2,410,856.64
Liquor, Lodging & Dining Sales Tax	75,000.00	0.00	75,000.00
State Grant	0.00	0.00	0.00
Interest	0.00	0.00	0.00
Liquor	1,052,500.00	78,308.59	974,191.41
Water	451,000.00	37,607.64	413,392.36
Sewer	411,000.00	32,783.86	378,216.14
Sanitation	295,650.00	24,933.60	270,716.40
<b>Total City Funds</b>	<b>4,738,635.00</b>	<b>216,262.05</b>	<b>4,522,372.95</b>



## Expenditures - January 2019

	<u>Appropriation</u>	<u>YTD Expense</u>	<u>Balance</u>
<b>General Fund</b>			
Legislative	50,235.00	3,172.87	47,062.13
Contingency	100,000.00	0.00	100,000.00
Executive	12,200.00	2,218.63	9,981.37
Elections	2,200.00	0.00	2,200.00
Legal	12,000.00	446.25	11,553.75
Finance Office	89,350.00	4,744.41	84,605.59
Financial Administration	43,000.00	0.00	43,000.00
General Government Building	40,200.00	402.20	39,797.80
Police	569,000.00	40,067.53	528,932.47
Fire	76,000.00	1,526.58	74,473.42
Street Department	513,500.00	8,657.73	504,842.27
Snow Removal	54,800.00	7,876.05	46,923.95
Street Lighting	51,500.00	0.00	51,500.00
Street Cleaning	9,000.00	0.00	9,000.00
Airport	189,000.00	28,491.90	160,508.10
Health	9,000.00	194.50	8,805.50
Recreation	258,900.00	302.00	258,598.00
Parks	28,100.00	304.00	27,796.00
Library	161,300.00	6,331.05	154,968.95
Economic Development	125,950.00	12,874.66	113,075.34
<u>Capital Outlay</u>	<u>92,500.00</u>	<u>0.00</u>	<u>92,500.00</u>
Total General Fund	2,487,735.00	117,610.36	2,370,124.64
<b>Special Revenue Fund-Promotion</b>	75,000.00	750.40	74,249.60
<b>Enterprise Funds</b>			
Liquor	1,073,700.00	24,656.50	1,049,043.50
Water	442,200.00	5,656.37	436,543.63
Sewer	626,200.00	7,536.64	618,663.36
Garbage	257,900.00	12,454.70	245,445.30
<b>Total City Funds</b>	<b>4,962,735.00</b>	<b>168,664.97</b>	<b>4,794,070.03</b>

**City of Sisseton  
Cash Fund Balance  
January 2019**

Cash by Fund

General Fund	6,609,968.78
Lodging & Dining Sales Tax Fund	136,087.79
Liquor Fund	1,130,001.16
Liquor Fund - Change	700.00
Water Fund	1,969,480.61
Water Fund - Change	200.00
Sewer Fund	2,330,439.95
<u>Garbage Fund</u>	<u>328,845.11</u>
<b>Total</b>	<b>12,505,723.40</b>

Bank Reconciliation

Checking Account First Savings Bank	956,507.24
FIT GCR Acct	9,381,167.08
Wells Fargo Acct #4231	599,330.98
Dacotah Bank 7/23/19	507,289.95
Citibank 6/6/19	500,000.00
Peoples State Bank 8/29/19	500,000.00
RCNB - Library Trust	49,730.53
Dacotah Bank - Celebrate Sisseton	10,797.62
<u>Change Fund</u>	<u>900.00</u>
<b>Cash Balance</b>	<b>12,505,723.40</b>

# SOUTH DAKOTA MUNICIPAL LEAGUE

## 2019 District Meeting Registration

Return Registration Form and Payment to the League office:

SDML, 208 Island Drive, Ft. Pierre, South Dakota 57532

*Pre-registration is required for meal counts. You'll be charged for either the number registered or the number attending, whichever is greater.*

*Please attach the list of names that are being registered. Thank you.*

**Municipality:** Sisseton - District 1

\*All times are Central unless stated otherwise.

Select Meeting to Attend	Total Number Attending	Cost Per Person	Total Amount Due	District	Meeting Date	Registration Deadline	Location	Social	Dinner	Program
<input type="checkbox"/>		\$24.00		District 1	Tuesday, March 19, 2019	March 5, 2019	Britton Event Center 1203 3rd Street, Britton	6:00 PM	7:00 PM	8:00 PM
<input type="checkbox"/>		\$26.00		District 2	Wednesday, March 20, 2019	March 6, 2019	Dakota Prairie Playhouse 1205 N. Washington Ave., Madison	6:00 PM	7:00 PM	8:00 PM
<input type="checkbox"/>		\$22.00		District 3	Thursday, March 21, 2019	March 7, 2019	Gate City Event Center 47947 US Hwy 18, Canton	6:00 PM	7:00 PM	8:00 PM
<input type="checkbox"/>		\$24.00		District 4	Wednesday, March 13, 2019	February 27, 2019	Homesteader II 117 E. Third Street, Winner	6:00 PM	6:30 PM	7:00 PM
<input type="checkbox"/>		\$19.00		District 5	Thursday, March 14, 2019	February 28, 2019	Miller Community Center 526 N. Broadway Ave., Miller	6:00 PM	6:30 PM	7:00 PM
<input type="checkbox"/>		\$25.00		District 6	Thursday, March 28, 2019	March 14, 2019	Spink County 4-H Exhibit Building 38497 174th Street, Redfield	6:00 PM	6:30 PM	7:00 PM
<input type="checkbox"/>		\$23.00		District 7	Wednesday, March 27, 2019	March 13, 2019	The Micoose Lodge 1109 W. Grand Crossing, Mobridge	6:00 PM	6:30 PM	7:00 PM
<input type="checkbox"/>		\$26.00		District 8	Tuesday, April 2, 2019	March 19, 2019	Jones County Sportsmans Club 105 Sport Street, Murdo	6:00 PM	6:30 PM	7:00 PM
<input type="checkbox"/>		\$21.00		District 9	Wednesday, April 3, 2019	March 20, 2019	Keystone Community Center 1101 Madill Street, Keystone	6:00 PM	6:30 PM	7:00 PM
<input type="checkbox"/>		\$17.00		District 10	Thursday, April 4, 2019	March 21, 2019	The Joy Center 1351 St. Joe Street, Spearfish	6:00 PM	7:00 PM	8:00 PM

**SDML OFFICE USE ONLY:** Date: \_\_\_\_\_ Check #: \_\_\_\_\_ Amount: \_\_\_\_\_

**RIGHT OF WAY AGREEMENT (CITY/COUNTY)**

Project No. P 0010(91)358 PCN No. 028U Parcel No. 16, 17, 18  
County Roberts

This AGREEMENT for highway right of way and facilities entered into by the undersigned hereinafter referred to as Grantor, to the City of Sisseton of 206 and Avenue W, Sisseton South Dakota, hereinafter referred to as Grantee, witnesseth:

WHEREAS, the Grantee contemplates the construction, operation and maintenance of highway facilities on the above described project, as described by plans; and;  
WHEREAS, a portion of the right of way for such highway is located over and across the real property hereinafter described as:

Lot H1 in a tract of land in Lot A of Moshier's Subdivision to Sisseton in the NW1/4 NE1/4 of Section 33 - Township 126 North - Range 51 West of the 5<sup>th</sup> P.M., Roberts County, South Dakota.

Said Lot H1 contains 0.01 acre (403 sq. ft.), more or less.

Lot H1 in Block 6 of Cedar Heights Addition to Sisseton, Roberts County, South Dakota.

Said Lot H1 contains 0.01 acre (280 sq. ft.), more or less.

Lot H1 in Block 5 of Cedar Heights Addition to Sisseton, Roberts County, South Dakota.

Said Lot H1 contains 0.36 acre (15,483 sq. ft.), more or less.

; and;

WHEREAS, the Grantor has this date conveyed an interest in the above described real property to the Grantee.

NOW, THEREFORE, it is expressly covenanted, agreed and understood by the parties hereto, as follows:

(1) This AGREEMENT shall be in full force and effect until such highway is disposed of in accordance with the law and;

(2) That the following special agreements mutually agreed upon by and between the parties hereto are made a binding part of this AGREEMENT: The Agent withheld \$1.00 for Real Estate Taxes until the Seller furnishes proof of Payment - See the parcel 18X Agreement of SALE.

The GRANTOR has been advised of the right to an appraisal of GRANTOR'S property and hereby waives any right to such appraisal. The parties agree the total payment for all property interests acquired by the STATE, including land conveyed, temporary easements, damages, improvements, and interest, is fourteen thousand seven hundred and 00/100 dollars (\$ 14,700.<sup>00</sup>).

Parcel 18 was appraised.

(3) Conditions relating to temporary easement areas on Grantor's property are contained in a separate Temporary Easement Agreement; and;

(4) That the Grantor by deliverance herewith of the properly executed deed conveying the above described property to the Grantee, and upon receipt of payment of the above amount by the Grantor from the Grantee, or its agent, less any deductions necessary to satisfy any liens or encumbrances necessary to guarantee a good and sufficient title to the Grantee, the Grantee shall be released from any claims of damages accruing or alleging to accrue to the adjacent property of the Grantor, his successors or assigns, by virtue of the construction, operation and maintenance of said highway; and;

(5) That Grantor, his heirs, successors or assigns, shall not interfere with or disturb any of such above described highway facility, or portion thereof, without express approval of the Grantee, or its duly authorized representative empowered to grant such approval, and then only under the conditions as designated by the Grantee or its duly authorized representative. The Grantee shall have the right of ingress or egress to enter upon abutting property when necessary to maintain drainage structures until the right of way is no longer used for highway purposes.

(6) The Grantor grants permission to the Grantee to enter upon the above described property to commence construction and all foregoing conditions are binding upon the Grantee only upon approval of this AGREEMENT by the Grantee's authorized representative, and in the event said approval is not obtained, this AGREEMENT is null and void and of no force or effect; and;

(7) NOW, THEREFORE, BE IT AGREED, that for a total consideration of \$ 14,700.<sup>00</sup>, consisting of \$ 14,700.<sup>00</sup>, for land conveyed, temporary easement, improvements and damages, less \$ 0.00, for retained salvage; with the understanding, payment will be made as soon as all required documents and releases are properly signed and received by the Grantee and a voucher processed for payment; the above and foregoing AGREEMENT is entered into on the 8<sup>th</sup> day of November, 2018, and in witness whereof the Grantor hereunto subscribes by signature.

Receipt of an identical copy of this AGREEMENT is hereby acknowledged.

Investment Corporation

By: John S. Rasmussen

Its: PRESIDENT

INVESTMENT CORPORATION

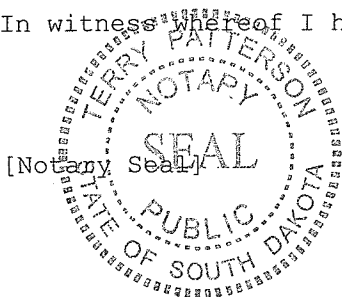
(Corporate Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF South Dakota )  
 ) SS  
COUNTY OF Roberts )

On this the 8 day of November, 2018 before me  
Terry Patterson, a notary public, personally appeared  
John S. Rasmussen, who acknowledged himself/herself to be  
the President, of Investment Corporation,  
a corporation, and that he/she, as such officer, being authorized so to do,  
executed the foregoing instrument for the purposes therein contained, by signing the name  
of the corporation by himself/herself as such officer.

In witness whereof I hereunto set my hand and official seal.



Terry Patterson

Notary Public

My commission expires: 02-14-2023

The above and foregoing Easement is approved on \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_  
Authorized Representative of City/County

**AGREEMENT OF SALE (CITY/COUNTY)**

Project No. P 0010(91)358 PCN No. 028U Parcel No. 18X

County Roberts

This AGREEMENT made and entered into this 8<sup>th</sup> day of November, 2018,  
by and between INVESTMENT CORPORATION, whose post office address is  
5 East Maple Street, Sisseton, SD 57262, County of Roberts,  
State of South Dakota, Party of the First Part, hereinafter referred to as the SELLER  
and the City of Sisseton of 206 2<sup>nd</sup> Avenue West, Sisseton, SD 57262 Party of  
the Second Part, hereinafter referred to as the PURCHASER.

The SELLER agrees to sell and the PURCHASER agrees to purchase the following described  
remnant under the terms and conditions as follows, including the SELLER'S reversionary  
interest in any highway right of way abutting said property:

Lot A in Block 5 of Cedar Heights Addition to Sisseton, Roberts County, South Dakota.  
Said Lot A contains 0.18 acre (7842 sq. ft.), more or less.

The PURCHASER hereby covenants and agrees to pay the SELLER the amount of  
\$ \* \_\_\_\_\_, payable as follows:

\* The payment for Parcel 18X is included on the Right of Way Agreement.

(1) The SELLER will be responsible for taxes pro rata to the date in the year the  
PURCHASER is legally entitled to and has possession of such property. These taxes are  
normally not due until January 1st of the following year. The PURCHASER will withhold  
\$ 100.<sup>00</sup>, until the PURCHASER is furnished proof of the payment of the SELLER'S pro  
rata share of the taxes. Possession date, as contemplated by this paragraph shall be the  
8 day of November, 2018, with the understanding that the SELLER may  
be paid \$ \_\_\_\_\_ which is approximately 10% of the purchase price within forty-five  
days after the purchase is approved by the PURCHASER'S authorized representative. The  
balance, except the amount being withheld for the pro rated share of taxes assessed but  
not due as set out in this paragraph, and except as provided in paragraph 5 will be paid  
when the PURCHASER is notified that the title to said property is free and clear of all  
encumbrances and irregularities in the opinion of the PURCHASER'S Attorney or his  
authorized representative, and has furnished to the PURCHASER a deed in accordance with  
the AGREEMENT.

(2) The SELLER agrees to furnish \_\_\_\_\_ PURCHASER agrees to have prepared \_\_\_\_\_ an Abstract  
of Title continued to date showing title in the name of the SELLER. The PURCHASER will  
bear the expense necessary to continue the Abstract of Title to date. N/A

(3) The SELLER agrees to convey and assure to the PURCHASER in fee simple, clear and free of all encumbrances and irregularities by good and sufficient Warranty Deed.

(4) This Agreement of Sale becomes effective only with the signature and approval of the PURCHASER's authorized representative.

(5) Any improvements retained by the SELLER, as herein described, shall be removed on or before the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, unless a written extension of time is granted in writing by the PURCHASER's authorized representative or said improvements become the property of the PURCHASER. The sum of \$\_\_\_\_\_ shall be withheld by the PURCHASER until the said improvements have been removed by the SELLER. The improvements retained by the SELLER are: NA

(6) OTHER PROVISIONS:

Investment Corporation

By:

Its:

John S. Rasmussen  
PRESIDENT

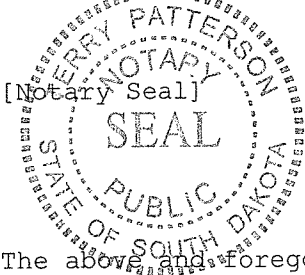
(Corporate Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF South Dakota )  
COUNTY OF Roberts )

On this the 8 day of November, 2018 before me Terry Patterson, a notary public, personally appeared John S. Rasmussen, who acknowledged himself/herself to be the President, of Investment Corporation, a corporation, and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/herself as such officer.

In witness whereof I hereunto set my hand and official seal.



Terry Patterson  
Notary Public

My commission expires: 02-14-2023

The above and foregoing AGREEMENT approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Authorized Representative of City/County