

**SUMMERSET CITY COMMISSION
REGULAR MEETING
SUMMERSET MUNICIPAL BUILDING
7055 LEISURE LANE
THURSDAY, MARCH 7th, 2024 6:00 P.M.**

Mayor Torno called the Regular Meeting to order at 6:00 p.m. Commissioners Hirsch, Butler, White and Kitzmiller were present. The City Attorney and City Administrator was also present.

Mayor Torno led in the Pledge of Allegiance.

Commissioner Butler gave the invocation.

Motion by Butler, second by Hirsch, to approve the agenda for the regular meeting of the Summerset City Commission for March 7th, 2024. Motion carried.

CONSENT CALENDAR

Motion by Hirsch, second by White, to approve the minutes of the regular meeting of February 15th, 2024, as presented or amended. Motion carried.

Motion by Butler, second by Hirsch, to amend the minutes of the regular meeting of February 1st, 2024 to reflect item #10/Resolution 2024-07 Annexation Resolution with a condensed legal description per the Meade County Register of Deeds. Motion carried.

APPROVAL OF CLAIMS

Motion by White, second by Kitzmiller, to approve the claims and hand checks in the amount of \$112,265.80 from February 15th, 2024, through March 6th, 2024, as presented or amended. Motion carried.

Cardmember Services	79.98
Cardmember Services	13,861.91
3E Elec Eng & Equip	215.00
A&B Business Solutions	459.23
Ambrose, Jonathan	50.00
Anglin, Mitch	50.00
Baumeister, Stephany	158.00
Birgen, Nicholin	50.00
Butler, Dave	50.00
City of Sturgis	1,140.79
Davis, Owen	50.00
Golden West Technologies	6,230.10
Greenapsis	350.00
Haveman Business Services LLC	1,050.00
HAWKINS INC.	395.65
HDR Engineering, Inc	5,616.25
Hermanson Egge Engineering, Inc.	480.00
Hirsch, Clyde	50.00
I&S Group, Inc.	1,500.00
Kayl, Anthony	50.00
Kitzmiller, Michael	50.00
Northern Truck Equipment Corporation	1,483.01
Rapid City Journal	924.77
Schieffer, Lisa	178.00
SD One Call	15.75
Servall Uniform & Linen Supply	184.26

and Leisure Lane intersection and the second one on Glenwood and Steamboat intersection. If not awarded, then will wait till next year to try again, and add to budget.

Public Works Manager stated he would like to see them be uniform throughout the city.

Motion by White, second by Butler, to close discussion. Motion carried.

Motion by Butler, second by Hirsch, to approve moving forward with the street maintenance traffic control device grant. Motion carried.

ORDINANCE 150.25 - DESIGNATION OF FLOODPLAIN ADMINISTRATOR

Motion by White, second by Butler, to open discussion. Motion carried.

Mayor Torno stated we do not have an emergency management commissioner and we will need to change the ordinance to have a floodplain administrator. City Attorney Mike Wheeler was asked if someone could be appointed in the meantime until the ordinance was updated, to which Wheeler stated yes.

Motion by Hirsch, second by White, to close discussion. Motion carried.

Motion by White, second by Kitzmiller, to set first reading of Ordinance 2024-02 for April 4, 2024, and appoint Anthony Kayl as the Floodplain Administrator. Motion carried.

AMTRAK LETTER OF SUPPORT

Motion by Hirsch, second by Butler, to open discussion. Motion carried.

Amtrak is looking to get local government support. A map with possible routes was presented.

Motion by White, second by Kitzmiller, to close discussion. Motion carried.

Motion by Butler, second by White, to approve letter of support for Amtrak. Motion carried

TABLED – PIEDMONT VALLEY CHAMBER OF COMMERCE MARKETING ALLOCATION

Motion by White, second by Butler, to take the piedmont valley chamber of commerce marketing allocation off the table. Motion carried.

Mayor Torno gave a brief overview that the marketing allocation included in the professional services agreement is between City of Summerset and SEDC. SEDC and Piedmont Valley Chamber would need a contract between the two of them.

SEDC Executive Director, Amanda Anglin gave a brief update that they have hired a candidate that will be starting April 1, 2024. They have submitted 2 letters, one is the salary request and the second is the marketing dollars.

Anglin gave a brief overview of the scope of this new position, outlined marketing duties with estimated cost. Half of the marketing dollars will specifically go to market economic development in Summerset.

Commissioner White made sure that if the city will get audited SEDC will be able to supply the supporting documents needed.

Motion by Butler, second by White, to close discussion. Motion carried.

Motion by White, second by Butler, to approve the salary of \$34,000.00 for the economic development coordinator and \$10,000.00 marketing funds out of the 211 funds with the understanding that SEDC will retain the receipts of the marketing expenditures and supply upon request if the city gets audited. Motion carried.

BRIGHT BEGINNINGS

They have paid their 2023 and 2024 business license fees and we have submitted they 2024 business license to them.

PAYROLL CHANGE – FINANCE OFFICE

Annual review Stephany Baumeister to step 19C \$5087.09 per/month.

Motion by Kitzmiller, second by White, to approve the payroll change for Stephany Baumeister increase to \$5087.09 per/month. Motion carried.

NEW HIRE – POLICE DEPARTMENT

Tenessa Regan – investigator starting at step18I @ \$30.08 per/hr.

Motion by Hirsch, second by White, to approve new hire Tenessa Regan at \$30.08 per/hr. Motion carried.

HAZARD MITIGATION GRANT PROGRAM (HMGP)

Motion by White, second by Butler, to open discussion. Motion carried.

City Administrator, Lisa Schieffer, spoke that she is working on hazard mitigation grants for generators. The first generator would be located at Sun Valley and the second one would be located at Leisure Lane lift station. Also working with Black Hills Energy on a quote to bring everything up to three phase. Schieffer is asking for approval of the designation of applicant agent and also to pass a resolution appointing Lisa as the application agent.

Motion by White, second by Hirsch, to close discussion. Motion carried.

Motion by White, second by Kitzmiller, to approve moving forward with the hazard mitigation grant program and designating Lisa Schieffer as the application agent and approving Resolution 2024-08 appointment of applicant agent to be Lisa Schieffer. Motion carried

2024 SDML WORK COMP FUND SAFETY GRANT APPLICATION

Motion by Butler, second by White, to open discussion. Motion carried.

Public Works Manager, Anthony Kayl, spoke that the best use is for a tripod system since the one we currently have is for concrete only.

Motion by Hirsch, second by Butler, to close discussion. Motion carried.

Motion by Butler, second by White, to approve moving forward with the 2024 SDML Work Comp Fund safety grant application. Motion carried.

WATER WARRIORS & SUMMERSET SETTLEMENT AGREEMENT

Motion by Butler, second by White, to open discussion. Motion carried.

City Attorney, Mike Wheeler, gave a brief overview that this is still in litigation that all discussions have been in executive session.

Motion by White, second by Butler, to close discussion. Motion carried.

Motion by Butler, second by Kitzmiller, to approve Water Warriors and Summerset Settlement agreement with the release of all claims. Motion carried.

APPOINTMENT OF ELECTION BOARD

Appointment to the election board: Pam Martin, Patricia Rasmussen and Connie Guptill-Cuny.

Motion by White, second by Hirsch to approve the appointment of the election board. Motion carried.

SET FIRST READING FOR AMENDED ORDINANCES

Motion by White, second by Butler, to open discussion. Motion carried.

Mayor Torno gave a brief overview that these ordinances are not changing much of the content just the penalty portion. The updating of the ordinances with streamline and make it easier for PD and code enforcement to get ticket books.

Motion by Kitzmiller, second by Hirsch, to close discussion. Motion carried.

Motion by White, second by Kitzmiller to set the first reading of ordinances 2024-03 thru 2024-08 for April 4th, 2024. Motion carried.

BOARD OF EQUALIZATION

Local Board's of Equalization will be Monday March 18, 2024. Last day to receive appeals Thursday March 14, 2024.

CITIZENS INPUT

Eddy Herz spoke about the prairie fire in Sun Valley Estates. He inquired who is the fire department for them, he would like the City of Summerset investigate starting their own.

UPCOMING EVENTS:

City Offices will be closed Friday March 29, 2024, for Good Friday and Monday April 1, 2024, in observation of Easter per Governor Noem.

Board of Equalization will be Monday, March 18, 2024 at 6:00 p.m.

ITEMS FROM CITY ATTORNEY

None

ADJOURNMENT

Motion by Kitzmiller, second by Hirsch, to adjourn at 7:03 p.m. Motion carried.

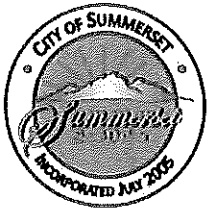
(SEAL)

ATTEST:

Stephany Baumeister
Finance Officer

Melanie Torno
Mayor

Published once _____, 2024 at a cost of \$ _____.



Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: 1890 - 3RD EYE Vendor Total: 1,800.00

<u>12021169 RI</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	1,800.00	0.00	0.00	0.00	1,800.00
Garbage Truck Camera's		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Garbage Truck Camera's	NA	0.00	0.00	1,800.00	0.00	0.00	0.00	1,800.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4320-43400</u>	Equip Expense		1,800.00	100.00%

Vendor: 1098 - A&B Business Solutions Vendor Total: 45.00

<u>IN1139723</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	45.00	0.00	0.00	0.00	45.00
Water Machine Monthly Usage		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Water Machine Monthly Usage	NA	0.00	0.00	45.00	0.00	0.00	0.00	45.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4192-43400</u>	Equip Expense		45.00	100.00%

Vendor: 0808 - BH Energy Vendor Total: 5,831.49

<u>2024-03</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	5,831.49	0.00	0.00	0.00	5,831.49
Monthly Usage		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly Usage	NA	0.00	0.00	5,831.49	0.00	0.00	0.00	5,831.49

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4192-42800</u>	Utility Expense		516.28	8.85%
<u>101-4310-42800</u>	Utility Expense		1,264.29	21.68%
<u>101-4520-42800</u>	Utility Expense		52.93	0.91%
<u>604-4000-42800</u>	Utility Expense		3,997.99	68.56%

Vendor: 0021 - Black Hawk Water Users District Vendor Total: 35.00

<u>2024-03</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	35.00	0.00	0.00	0.00	35.00
Monthly Usage - Gov't Bldg		BANKW - BANK WEST			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Monthly Usage - Gov't Bldg	NA	0.00	0.00	35.00	0.00	0.00	0.00	35.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4192-42800</u>	Utility Expense		35.00	100.00%

Vendor: 1504 - CBH CO-OP Vendor Total: 3,578.76

<u>413334</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	519.31	0.00	0.00	0.00	519.31
Gov't Fuel		BANKW - BANK WEST			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description		Bank Code		On Hold						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Gov't Fuel	NA	0.00	0.00	519.31	0.00	0.00	0.00	519.31		

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4210-42611</u>	Fuel Expense		519.31	100.00%

<u>413335</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	1,038.77	0.00	0.00	0.00	1,038.77
Gov't Fuel	BANKW - BANK WEST		No							

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Gov't Fuel	NA	0.00	0.00	1,038.77	0.00	0.00	0.00	1,038.77		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>101-4320-42611</u>	Fuel Expense		1,038.77	100.00%						

<u>491048</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	2,020.68	0.00	0.00	0.00	2,020.68
Gov't Fuel	BANKW - BANK WEST		No							

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Gov't Fuel	NA	0.00	0.00	2,020.68	0.00	0.00	0.00	2,020.68		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>101-4210-42611</u>	Fuel Expense		1,061.43	52.53%						
<u>101-4320-42611</u>	Fuel Expense		959.25	47.47%						

Vendor: 0036 - City of Rapid City Vendor Total: 4,541.67

<u>2403001</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	4,541.67	0.00	0.00	0.00	4,541.67
Solid Waste Disposal	BANKW - BANK WEST		No							

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Solid Waste Disposal	NA	0.00	0.00	4,541.67	0.00	0.00	0.00	4,541.67		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>101-4320-43230</u>	Solid Waste Collection		4,541.67	100.00%						

Vendor: 0231 - Claims Associates Vendor Total: 5,000.00

<u>GC12.113947</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	5,000.00	0.00	0.00	0.00	5,000.00
Deductible	BANKW - BANK WEST		No							

Notes: Claimant: Chad Golinick/Dakota Cable Deductible

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Deductible	NA	0.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>101-4110-42200</u>	Prof Fees Expense		5,000.00	100.00%						

Vendor: 1830 - Clarity Telecom Vendor Total: 1,227.61

<u>2024-03</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	1,227.61	0.00	0.00	0.00	1,227.61
WWTP - Fax/Phone/Internet	BANKW - BANK WEST		No							

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP - Fax/Phone/Internet	NA	0.00	0.00	1,227.61	0.00	0.00	0.00	1,227.61		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>101-4192-42800</u>	Utility Expense		1,227.61	100.00%						

Vendor: 0765 - Demersseman Jensen Tellinghuisen & Huffman, LLP Vendor Total: 4,156.24

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
38010	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	4,156.24	0.00	0.00	0.00	4,156.24
Professional Services					On Hold					
					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Professional Services	NA	0.00	0.00	4,156.24	0.00	0.00	0.00	4,156.24

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4141-42200	Prof Fees Expense		4,156.24	100.00%

Vendor: 1452 - Fire Pro

Vendor Total: 36.50

8838	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	36.50	0.00	0.00	0.00	36.50
Recharge 10lb - PD					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Recharge 10lb	NA	0.00	0.00	36.50	0.00	0.00	0.00	36.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4210-42500	Repair/Maint Expense		36.50	100.00%

Vendor: 0814 - Foothills Fence LLC

Vendor Total: 10,821.16

3541	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	1,800.00	0.00	0.00	0.00	1,800.00
Installation of existing operator at Lift Sta...					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Installation of existing operator at Lift S	NA	0.00	0.00	1,800.00	0.00	0.00	0.00	1,800.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42500	Repair/Maint Expense		1,800.00	100.00%

3542	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	9,021.16	0.00	0.00	0.00	9,021.16
Installation of new HSLG-121					No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Installation of new HSLG-121	NA	0.00	0.00	9,021.16	0.00	0.00	0.00	9,021.16

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
604-4000-42500	Repair/Maint Expense		9,021.16	100.00%

Vendor: 1648 - GenPro Energy Solutions

Vendor Total: 13,098.90

INV8180	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	13,098.90	0.00	0.00	0.00	13,098.90
Solar Lights					No					

Notes: Includes: delivery, assembly, installation of 2 solar lights direct bury 6' depth, packed with gravel

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Solar Lights	NA	0.00	0.00	13,098.90	0.00	0.00	0.00	13,098.90

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-4310-42550	Street Light Repair		13,098.90	100.00%

Vendor: 0544 - Gunderson & Palmer LLP

Vendor Total: 5,754.71

131225	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	5,754.71	0.00	0.00	0.00	5,754.71
Legal Fees February 2024					No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description		Bank Code	On Hold							
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Legal Fees February 2024	NA	0.00	0.00	5,754.71	0.00	0.00	0.00	5,754.71		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4141-42200	Prof Fees Expense				5,754.71	100.00%				

Vendor: 1133 - HDR Engineering, Inc										Vendor Total:	14,009.75
1200602103	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	14,009.75	0.00	0.00	0.00	14,009.75	
WWTP Expansion		BANKW - BANK WEST	No								

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP Expansion	NA	0.00	0.00	14,009.75	0.00	0.00	0.00	14,009.75		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42200	Prof Fees Expense				14,009.75	100.00%				

Vendor: 1506 - Hermanson Egge Engineering, Inc.										Vendor Total:	840.00
2024.056	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	840.00	0.00	0.00	0.00	840.00	
Inspections		BANKW - BANK WEST	No								

- Notes:
- 2024-03-03A Deck Footing Approval (1 hr)
 - 2023-02-06A Final Approved/Fire alarm inspection (2 hr)
 - 2023-06-05A Framing Approved
 - 2023-06-06A Final Approved
 - 2023-15-06A Deck Final
 - 2024-02-06A Final

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Inspections	NA	0.00	0.00	840.00	0.00	0.00	0.00	840.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4232-42320	Building Inspection Expense				840.00	100.00%				

Vendor: 0949 - Lighting Maintenance Co.										Vendor Total:	2,634.45
101605	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	2,634.45	0.00	0.00	0.00	2,634.45	
Re-set Pole on Sturgis Rd		BANKW - BANK WEST	No								

Notes: Provided HPS light fixture, TB1 Base, Wire, Fuseholders and Fuse

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Re-set Pole on Sturgis Rd	NA	0.00	0.00	2,634.45	0.00	0.00	0.00	2,634.45		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
101-4310-42550	Street Light Repair				2,634.45	100.00%				

Vendor: 0937 - MDU										Vendor Total:	1,302.69
2024-03-00	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	52.57	0.00	0.00	0.00	52.57	
Recreational Dr Generator		BANKW - BANK WEST	No								

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Recreational Dr Generator	NA	0.00	0.00	52.57	0.00	0.00	0.00	52.57		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
604-4000-42800	Utility Expense				52.57	100.00%				

2024-03-01	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	102.63	0.00	0.00	0.00	102.63
PW Building		BANKW - BANK WEST	No							

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
		Bank Code			On Hold					
Payable Description										
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
PW Building	NA	0.00	0.00	102.63	0.00	0.00	0.00	102.63		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>101-4310-42800</u>	Utility Expense		102.63	100.00%						

<u>2024-03-02</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	57.20	0.00	0.00	0.00	57.20
Glenwood Dr Lift Station		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Glenwood Dr Lift Station	NA	0.00	0.00	57.20	0.00	0.00	0.00	57.20		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>604-4000-42800</u>	Utility Expense		57.20	100.00%						

<u>2024-03-03</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	284.39	0.00	0.00	0.00	284.39
Gov't Building		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Gov't Building	NA	0.00	0.00	284.39	0.00	0.00	0.00	284.39		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>101-4192-42800</u>	Utility Expense		284.39	100.00%						

<u>2024-03-04</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	805.90	0.00	0.00	0.00	805.90
Farm Tap		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Farm Tap	NA	0.00	0.00	805.90	0.00	0.00	0.00	805.90		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>604-4000-42800</u>	Utility Expense		805.90	100.00%						

Vendor: 0027 - Meade County Sheriff's Departm Vendor Total: 474.00

<u>Vest</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	474.00	0.00	0.00	0.00	474.00
Tenessa Regan's Ballistic Vest		BANKW - BANK WEST			No					

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Tenessa Regan's Ballistic Vest	NA	0.00	0.00	474.00	0.00	0.00	0.00	474.00		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>101-4210-42851</u>	Duty Equipment		474.00	100.00%						

Vendor: 1433 - Midcontinent Communications Vendor Total: 183.48

<u>16731730113898</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	183.48	0.00	0.00	0.00	183.48
WWTP Internet/Phone		BANKW - BANK WEST			No					

Notes: 605.787-6851

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP Internet/Phone	NA	0.00	0.00	183.48	0.00	0.00	0.00	183.48		
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
<u>604-4000-42800</u>	Utility Expense		183.48	100.00%						

Vendor: 1157 - Midcontinent Testing Laboratories, Inc. Vendor Total: 461.00

<u>126465</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	461.00	0.00	0.00	0.00	461.00
Monthly Testing		BANKW - BANK WEST			No					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description		Bank Code	On Hold							
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Monthly Testing	NA	0.00	0.00	461.00	0.00	0.00	0.00	461.00		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
604-4000-42620	Testing Expense			461.00	100.00%					

Vendor: 1413 - Northern Truck Equipment Corporation Vendor Total: 642.46

<u>RC103723</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	642.46	0.00	0.00	0.00	642.46
motor and seal kit		BANKW - BANK WEST		No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
motor and seal kit	NA	0.00	0.00	642.46	0.00	0.00	0.00	642.46		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
101-4320-42600	Supply/Material Exp			642.46	100.00%					

Vendor: 1291 - RCS Construction Inc Vendor Total: 783,846.61

<u>#12</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	783,846.61	0.00	0.00	0.00	783,846.61
WWTP Pay Application #12		BANKW - BANK WEST		No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
WWTP Pay Application #12	NA	0.00	0.00	783,846.61	0.00	0.00	0.00	783,846.61		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
502-4850-48500	Construction Costs			783,846.61	100.00%					

Vendor: 0018 - SD One Call Vendor Total: 22.05

<u>SD24-00435</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	22.05	0.00	0.00	0.00	22.05
21 Notifications for Feb 2024		BANKW - BANK WEST		No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
21 Notifications for Feb 2024	NA	0.00	0.00	22.05	0.00	0.00	0.00	22.05		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
101-4232-42900	Other Expense			22.05	100.00%					

Vendor: 1245 - SD State Treasurer Vendor Total: 968.39

<u>2024-03</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	968.39	0.00	0.00	0.00	968.39
Sales Tax Collected Feb 2024		BANKEFT - BANK WEST EFT		No		Payment Date: 3/21/2024		Bank Draft: DFT0000118		

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Sales Tax Collected Feb 2024	NA	0.00	0.00	968.39	0.00	0.00	0.00	968.39		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
101-0000-21700	Sales Tax Payable			968.39	100.00%					

Vendor: 1966 - Sturgis Economic Development Corp Vendor Total: 44,000.00

<u>2024-03-00</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	34,000.00	0.00	0.00	0.00	34,000.00
Allocation for Economic Dev. Coordinator		BANKW - BANK WEST		No						

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Allocation for Economic Dev. Coordinat	NA	0.00	0.00	34,000.00	0.00	0.00	0.00	34,000.00		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
211-4650-42901	Allocation			34,000.00	100.00%					

Payable Register

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
2024-03-01	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	10,000.00	0.00	0.00	0.00	10,000.00
2024 Marketing Allocation		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Marketing Allocation	NA	0.00	0.00	10,000.00	0.00	0.00	0.00	10,000.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>211-4650-42200</u>	Prof Fees Expense		8,000.00	80.00%
<u>211-4650-42600</u>	Supply/Material Exp		2,000.00	20.00%

Vendor: 1024 - USA Bluebook

Vendor Total: 1,588.20

<u>INV00304558</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	169.35	0.00	0.00	0.00	169.35
Drierite; Anhydrous CaSO4		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Drierite; Anhydrous CaSO4	NA	0.00	0.00	169.35	0.00	0.00	0.00	169.35

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>604-4000-42630</u>	Chemicals and Lab Supplies		169.35	100.00%

<u>INV00304729</u>	Invoice	3/21/2024	3/21/2024	3/21/2024	3/21/2024	1,418.85	0.00	0.00	0.00	1,418.85
Replacement Cap and Kit		BANKW - BANK WEST		No						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Replacement Cap and Kit	NA	0.00	0.00	1,418.85	0.00	0.00	0.00	1,418.85

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>604-4000-42630</u>	Chemicals and Lab Supplies		1,418.85	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	35	906,900.12	0.00	0.00	0.00	906,900.12	968.39	905,931.73
	Grand Total:	906,900.12	0.00	0.00	0.00	906,900.12	968.39	905,931.73

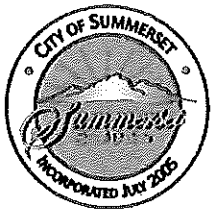
Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>101-0000-21700</u>	Sales Tax Payable	968.39
<u>101-4110-42200</u>	Prof Fees Expense	5,000.00
<u>101-4141-42200</u>	Prof Fees Expense	9,910.95
<u>101-4192-42800</u>	Utility Expense	2,063.28
<u>101-4192-43400</u>	Equip Expense	45.00
<u>101-4210-42500</u>	Repair/Maint Expense	36.50
<u>101-4210-42611</u>	Fuel Expense	1,580.74
<u>101-4210-42851</u>	Duty Equipment	474.00
<u>101-4232-42320</u>	Building Inspection Expense	840.00
<u>101-4232-42900</u>	Other Expense	22.05
<u>101-4310-42550</u>	Street Light Repair	15,733.35
<u>101-4310-42800</u>	Utility Expense	1,366.92
<u>101-4320-42600</u>	Supply/Material Exp	642.46
<u>101-4320-42611</u>	Fuel Expense	1,998.02
<u>101-4320-43230</u>	Solid Waste Collection	4,541.67
<u>101-4320-43400</u>	Equip Expense	1,800.00
<u>101-4520-42800</u>	Utility Expense	52.93
	Total:	47,076.26

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>211-4650-42200</u>	Prof Fees Expense	8,000.00
<u>211-4650-42600</u>	Supply/Material Exp	2,000.00
<u>211-4650-42901</u>	Allocation	34,000.00
	Total:	44,000.00

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>502-4850-48500</u>	Construction Costs	783,846.61
	Total:	783,846.61

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>604-4000-42200</u>	Prof Fees Expense	14,009.75
<u>604-4000-42500</u>	Repair/Maint Expense	10,821.16
<u>604-4000-42620</u>	Testing Expense	461.00
<u>604-4000-42630</u>	Chemicals and Lab Supplies	1,588.20
<u>604-4000-42800</u>	Utility Expense	5,097.14
	Total:	31,977.25



City of Summerset, SD

Payable Register

Payable Detail by Vendor Name

Packet: APPKT00052 - 03.11.2024 Special Check Run

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: 1965 - Holt, Jacob Vendor Total: 400.00

<u>2024-01</u>	Invoice	3/11/2024	3/11/2024	3/11/2024	3/11/2024	400.00	0.00	0.00	0.00	400.00
Uniform Allowance	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Uniform Allowance	NA	0.00	0.00	400.00	0.00	0.00	0.00	400.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4210-42850</u>	Uniform Allowance		400.00	100.00%

Vendor: 1390 - SD Department of Labor Vendor Total: 25.00

<u>2024-01</u>	Invoice	3/11/2024	3/11/2024	3/11/2024	3/11/2024	25.00	0.00	0.00	0.00	25.00
Late Report Penalty	BANKW - BANK WEST				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Late Report Penalty	NA	0.00	0.00	25.00	0.00	0.00	0.00	25.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
<u>101-4140-42900</u>	Other Expense		25.00	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	2	425.00	0.00	0.00	0.00	425.00	0.00	425.00
	Grand Total:	425.00	0.00	0.00	0.00	425.00	0.00	425.00

Account Summary

<u>Account</u>	<u>Name</u>	<u>Amount</u>
<u>101-4140-42900</u>	Other Expense	25.00
<u>101-4210-42850</u>	Uniform Allowance	400.00
	Total:	425.00



SUMMERSET POLICE DEPARTMENT

Monthly Report-February 2024

Calls for service

- 359

Training

- Officer Holt completed State Handgun Qualification and completed patrol rifle course

Special Events

- Safety Talk with local Cub Scout Pack

Daily

- Regular meetings with Commissioner Hirsch
- Covering patrol shifts and responded to calls for service
- Evidence.com management
- LEOS reports
- Policy updates
- Submitted traffic safety report for highway safety grant
- Submitted reimbursement requests for highway safety grant
- Meeting with Dispatch supervisor
- Internal Meetings with Department Heads
- Ordinance revision discussions
- Meeting with background investigator
- Onboarded new hire
- Homeland Security Grant Meeting
- Discussions with State's Attorney
- Discussions with Stalker Radar
- NIBRS submissions
- Sex Offender CODIS DNA Training
- Submitted HSC Grant
- Created form for CCR Program
- Squad Meeting
- NCIC validations
- Discussions regarding gauntlet Radio Project
- Calls with Western Communications regarding radios

February 2024 Finance Department

MEETINGS/TRAININGS ATTENDED

- Attended two (2) Commission Meetings
- SDML Legislative Dinner and Day at the Legislature in Pierre
- Observe City Manager meeting in Pierre
- Attended Election School in Pierre put on by County Auditor's
- Attended Election Webinars put on by SDML
- Multiple meetings with Commissioner White

MISC.

- Prepared and submitted SRO invoice to Meade School District
- Emailed Commission meeting minutes to Rapid City Journal to publish
- Published Commission meeting minutes on website
- Ordered office supplies
- Notary services for residents of Summerset
- Licensing, Permitting, Inspection upload to one drive
- Door locks not working – restarted system, we do this at least 2-3 times per month
- Completed 2024 Cyber Security Training
- Communication with Mike Wheeler regarding Midco franchise agreement
- Received title work on new garbage truck
- Petition verification
- Complete work comp audit
- Seen an increase in building permits processed

Payroll & Accounts Payable

Payroll

- Payroll processing, benefit's deduction review, process human resource updates for payroll, Filed corresponding reports for payroll and Processed ACH payments
 - 941 filed electronically
 - SDRS filed electronically
 - SD Health Pool, Aflac, Delta Dental
 - Quarterly State unemployment
- Input new new hire information into ERP Pro 10

Accounts Payable

- Prepared and submitted South Dakota Sales Tax
- Invoice processing, process checks for corresponding invoices to be paid and mailed out.
- Journal entries in GL
- Bank reconciliation
- Credit Card statement reconciliation

January 2024 Finance Department Continued

Utility Billing

- Daily
- Post payments in Cash Receipts, process online credit card payments through lockbox, reconcile all payments to report, print reports and wrap up your work so that all payments post to the individual accounts
 - Deposit checks with BankWest scanner
 - Take cash deposits to bank
 - Process new resident applications
 - Process residents move out paperwork and process deposit refunds once account is at a zero balance
 - General customer service
 - Adjustments to resident accounts
- Monthly
 - Post penalties to past due accounts
 - Process and mail out utility bills
 - Process ACH collection

February 2024 Wastewater Department report

Daily Operations

2-1 3E adjusted regulator on SS Lift Generator
2-5 Submitted monthly DMR report to DANR.
2-8 Construction meeting with RCS and HDR
2-13 Repaired limit stop for SBR #1 decanter.
2-15 Attended Commission meeting.
2-20 DANR inspection of project.
2-20 Meet with contractors to discuss lift station generator upgrades.
2-29 Replaced Dig #1 decant hose
Responded to 20 requests for utility locations
Treated 4.9 million gallons of wastewater. With a monthly average of 170k/gpd.

Special Projects

Misc

February

Sanitation

Hauled Solid Waste, Recycling, Cardboard and Yard waste. Repaired/cleaned/ and delivered cans as needed. Serviced and cleaned solid waste equipment. Received new truck into service

Public works

Attended council meeting. Performed maintenance on public works equipment. Had numerous conversations with the Public Works Commissioner, City Staff. Plowed snow. Sanded city hall. Met with Black hills Power on various projects/ questions concerning grants and possible projects. Assisted placing backup Generator at City Hall. Removed snow piles in cul-de-sacs. Repaired PW equipment.

Assisted Summerset Police Department with street light information from a crash. Insurance claim filed and receipt approved of \$11,180.05 from SDPAA.

Code enforcement

Investigated 9 possible violations.

Parks

Cleared snow off of sidewalks, plowed parking lot

Miscellaneous

Ordered new valves for SS forcemain, awaiting on their arrival for install.

Built a new office/ interview room for the PD. Inspected drainage retention basin at Fox Den storage. Assisted City administrator on acquiring information required for several grants.

FEBRUARY 2024 CITY ADMINISTRATOR REPORT

ECONOMIC DEVELOPMENT

- Reviewed the site and selection audit of Rushmore Regional Alliance.
- Visited with A. Anglin on upcoming economic development conference in Sioux Falls.

GRANTS

- BHCLG – Kailey S. discussion on FEMA GO and application process. Discussed BRIC application and deadline.
- C. Hirsch and I worked on traffic sign grant and what would be presented to the Board.
- Visited with A. Kayl on quotes for the Safety Grant (tri-pod).
- Visted with R. Nasser on placement of signs for the traffic grant.
- Reviewed quotes on generator. Starting to put the packet together for the Hazard Mitigation Grant.

PLANNING & ZONING/BUILDING

- Meeting at JRs BBQ on building permit and went over the plans. L. Shagla, A. Kayl, M. Torno and myself.
- Visited with R. Holmes regarding variance on commercial lot.
- Conversation with J. Rhodes regarding flood plain and surveying with Baseline.
- Visited with Solar Sign lighting regarding a sign permit.
- Visted with Advanced Design regarding a minor plat in the Woodland area.
- T. Norman came and picked up plat to get it recorded @ Meade County.
- Visited with A. Cameron regarding variances on the property located off of Waldan.
- Visited with R. Blakeman from the county on RCS Storage and Milliron.
- Completed the boundary and annexation survey form from the US Census Bureau.
- Visited with Paul from Solar Signs regarding legal description.
- Visited with S. Delbridge from Hermanson Egge on our building inspector emails and not syncing for building permits.
- Visited with L. Shagla HDR on follow-up on building permit of J. Rhodes.
- Attended the Meade County Comprehensive Plan meeting in Piedmont SD.
- Completed sign permit for Pizza Hut.
- Visited with J. Semmler on gas pressure testing. Contacted S. Delbridge regarding the same. Got final approved and sent to J. Semmler.
- Visited with L. Shagla, A. Kayl and M. Torno on Developer's Agreement. Sent final to M. Wheeler.
- Sent bridge inspection paperwork to SDDOT and to HDR.
- Reviewed Boom Construction variance and approach paperwork.
- Sent notices and timelines to T. Norman and also Norman Ranch on zoning matters.
- Visited with Register of Deeds Office regarding resolution. They want it simplified on T. Norman.
- Working on updating Summerset IDCM.
- Drafted letter on building permit for permission on approach from road district.
- Visited with the President of the Emerald, Waldan Road District regarding building permit.
- Visited with M. Kingsbury on next steps for Norman Ranch.
- Completed grading permit for Speeds Storage.
- Stop work ordered issued after receiving a call from building inspector S. Delbridge.
- Contacted Big C Signs regarding non-payment. Matter was taken care of immediately.

*See next page

MISC.

- Got information on new garbage truck and submitted into insurance for coverage.
- Attended scoping meeting on FEMA with L. Shagla, A. Kayl, M. Torno and HDR Associates.
- Worked on cross-referencing cities/post offices for HB1127. Sent testimony to Pierre.
- Sent out Parks & Rec. Agenda, put it on web and text my gov.
- Researched signed contracts with SD D.A.N.R. for J. Sietsema.
- Employee discussions with department heads.
- GOSCOMA Zoom conference regarding upcoming meeting in Spearfish SD.
- Discussion with department head regarding handbook.
- Visited with M. Wheeler on floodplain and administration ordinances.
- Answered election questions on signage and declarations.
- Attended Municipal day at the Legislature. Testified on HB1127.
- Attended Manager's Training in Pierre: Building Teams and Trust, Engagement in a Small Town.
- Attended the Legislative Rib Dinner. Attended the City Manager's Dinner and Legislative Update.
- Visited with T. Vig, Meade County Planner, on HB 1251.
- Visited with M. Torno on various statutes.
- Kept up on the daily legislative bills and reviewed the same for city matters.
- Met with S. Stormo and D. McComb to go over the quarterly reports from Golden West.
- Reviewed the cyber training report from Golden West. Need to get employees through their training.
- Visited with D. McComb about the web page and going live 03/15/2024.
- Visited with L. Hendricksen regarding senate and legislative seats coming up.
- Received a call from P. Olsen regarding HB1127.
- Visited with S. Reade regarding HB1127 and HB1251.
- Attended election school in Pierre.
- Reviewed the Franchise Agreement with the City and the ordinance regarding the same.
- Sent out the IHG Facility Assessment to Board and reviewed the same.
- Completed the SEDC Annual survey for 2023.
- Visited with M. Kitzmiller regarding signs for park, camera systems for park, benches, and bike racks. Will visit with both R. Nasser and I.T. to see if we can relay cameras in the Sun Valley park area.
- Visited with M. Kitzmiller regarding Parks and Rec. Facebook page and the sound on the camera in the commission room.
- Received a call regarding business licensing – sent to N. Birgin.
- Zoom meeting – Wellmark Wellness Task Force.
- Sent claim to insurance on lighting pole being hit and knocked over.

- Received call from D. Royce on Legislative Representatives and how to get ahold of them.
- Attended the farewell get together for F. Bueno.
- Drafted letter to send out on elections for the municipal election on April 9th.
- Worked on recreating files for legal action.
- Visited with Apex Mechanical on state and business licensing.
- Sent out reminders to employees on Cyber Security testing.
- Quotes were sent to Golden West regarding the sonic wall.
- Visited with S. White and S. Baumeister on several matters.
- Ordered Department of Labor Poster – updated version.
- Visited with Hladky Construction on licensing.
- Training with S. Baumeister on payroll.
- Visited with K. Chleborad regarding elections.
- Contacted Legislative Audit on commodity buying and bid laws.
- Sent out review and update on Norman Ranch to the Board.
- Sent email to W. Wormstadt Meade 46-1 School District regarding Franchise Agreement.
- Went to Pierre for Senate Committee meeting and testified on HB1.127 and was asked to help on another bill with the municipal league.
- Drafted notice of election and sent it to the paper.

Submitted the application this afternoon for the Black Hills Area Community Foundation's Winter Capacity Building Grant. We had discussed this prior to last week's commission meeting. The City of Summerset is the applicant since SEDC is not a 501c3. If the application is approved, the City of Summerset will receive the funds.

The amount of \$2,666 would be used to pay for registration fees and travel for four upcoming training opportunities for the new hire.

section, levels of service for the highway system with improvements will be presented.

11) Conclusion

The last chapter of the report must be a clear, concise description of the study findings. It is anticipated that this concluding chapter will serve as an executive summary.

12) Revisions to Traffic Report

Revisions to the traffic report must be provided as required by the City. The need to require revisions will be based on the completeness of the traffic report, the thoroughness of the impact evaluation, and the compatibility of the study with the proposed access and development plan.

2.18 Traffic Control

Traffic Control Plans, Traffic Control Devices, Traffic Signals, and Pavement Marking and Signage shall be designed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD), the City's Standard Specifications, and ADA requirements.

2.19 Roadway Lighting

Roadway lighting is intended to provide minimum lighting levels in the roadway for vehicular and pedestrian safety. All electrical work shall comply with the National Electrical Code and the Requirements and Standards of the SDDOT for Roadway Lighting.

2.19.1 Conduit and Wiring

All wiring under roadways and driveways shall be in PVC conduit. Conduit shall have a minimum of twenty four inch (24") bury and shall be 1 1/2' minimum size. Other wiring may be direct buried cable. Wiring shall be run, by the local power company, from the nearest transformer to the light location and proper metering shall be provided at the transformer location. The installation shall be coordinated with and done by local power company. All utilities shall be located underground throughout the subdivision unless the planning commission waives this requirement because of hardship. If there are existing utility facilities above ground, such facilities may qualify for hardship treatment. Underground service connections to every platted lot shall be installed.

2.19.2 Street Light Locations and Spacing

- 1) Street lights shall, whenever possible, be installed on a property line, which runs perpendicular to the street. Generally, fixtures shall be placed in the ROW and shall be two feet (2 ft.) behind the back of curb, unless curb side sidewalks are provided then one foot (1 ft.) behind the back of the sidewalk. If no curb is installed, special locations proposed must be submitted for approval. If roadway light cannot be installed within the ROW, a utility easement will be required.
- 2) On residential streets including Lane / Place, Local, and Collector Streets, lights shall be placed at all intersections and shall be located between intersections, essentially at curves, with a non-staggered pattern and not more than four hundred feet (400-ft.) two hundred feet (200 ft.) apart.

- 3) On Commercial, Industrial, Expressway, and Arterial Streets, spacing shall be not more than two hundred fifty feet (200 ft.) apart and the lights shall be staggered, where possible.
- 4) Where special fixtures are proposed, light fixture locations shall be as stated in paragraph 2 above or as determined by the specific fixture and lighting design. Optimetrics and lighting level result shall be submitted as part of the design submittal.

2.19.3 Light Fixtures and Poles

- ~~1) Generally within Summerset, light fixtures and poles are furnished and installed by Black Hills Power Company in commercial or general industrial districts as part of a Street Lighting Agreement with the City of Summerset. In residential districts light fixtures and poles are furnished by the City of Summerset. The Developer shall furnish and install streetlights in accordance with city standards. Streetlights will be operated and maintained by the city. On private streets, lights shall be operated and maintained by the Developer in accordance with city standards. *see specs on file at Summerset City Hall.~~
- 2) If a Developer desires special Roadway Lighting for a project the City will consider such a request when the following data are submitted:
 - a) Catalog cuts and optimetrics of the proposed fixtures. Care shall be used when selecting proposed fixtures to minimize light pollution, spill light and the creation of bright spots in the roadway.
 - b) A proposed fixture layout with lighting intensity calculations for the area proposed. In residential areas, lighting calculations are intended to show only luminance and luminance ratio in the immediate vicinity of the fixture
 - c) An approved fused disconnecting means shall be provided near the transformer which furnishes power to the light fixture.
 - d) A properly executed power use and maintenance agreement with the City. A copy of such an agreement can be obtained from the Community Planning & Development Services.

2.20 Traffic Calming

Traffic calming is the process by which vehicular speeds are reduced to acceptable levels on local streets, providing a safer environment for both motorists and pedestrians. The calming may be accomplished through the installation of approved devices such as "roundabouts," flares, and center islands. Traffic calming is limited to residential, lane / place, local, and collector streets. Traffic calming devices must be designed to accommodate emergency and maintenance vehicles.

2.20.1 Calming Devices

- 1) Roundabouts:

Roundabouts may be accepted, when planned on Lane / Place, Local, or Collector streets as a traffic stilling device. Their use should be in keeping with the character of the development and the location in the street system.

STREET LIGHT SPECIFICATIONS – SOLAR STREET LIGHT

- 936 watt/hour
- 24 volt nickel metal hydride battery
- 1 to 270 watt solar module w/top pole assemble
- Twenty-five foot (25 ft.) tall tapered pole - direct bury
- Six foot (6 ft.) arm
- Color – black
- 4000 k temp LED light

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: City of Summerset
7055 Leisure Lane
Summerset, SD 57718

PROJECT: Summerset WWTP Expansion

APPLICATION NO. #12
PERIOD TO: 02/28/24
PROJECT NOS.: 202257

DISTRIBUTION TO:

OWNER	X
ARCHITECT	
CONTRACTOR	
ENGINEER	X

FROM CONTRACTOR: RCS Construction, Inc
PO Box 9337
Rapid City, SD 57709
46-0418677

CONTRACT DATE: 1/6/2023
HDR Engineering
703 Main St; Suite 200
Rapid City, SD 57701

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the attached Contract Continuation Sheet.

1 ORIGINAL CONTRACT SUM	\$ 10,322,000.00
2 Net Change by Change Orders	\$ 10,857.49
3 CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 10,332,857.49
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 6,752,723.46

5 RETAINAGE on COMPLETED WORK:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that payment shown herein is now due.

CONTRACTOR:

By: Bob Conway

Date: February 28, 2024

State of: South Dakota
County of: Pennington
Subscribed and sworn to before me this 28th day of February, 2024
Notary Public: Angela Newman
My Commission expires: March 16, 2028

10% Retainage on 50% of Contract

\$ 516,642.87

6 TOTAL EARNED LESS RETAINAGE
(Line 4 less Line 5 Total)

\$ 5,452,233.98

7 LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)

\$ 783,846.61

8 CURRENT PAYMENT DUE

\$ 4,096,776.90

9 BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)

\$ 783,846.61
(Line 8 or other - attach explanation of the other amount)

Chad Parker 3/6/24
(Engineer) (Date)

is recommended by:

\$ 1783,846.61
(Line 8 or other - attach explanation of the other amount)

Bob Conway 6/1
(Owner) (Date)

is approved by:

Funding or Financing Entity (if applicable) (Date)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	10,857.49	0.00
Total approved this Month	0.00	0.00
TOTALS	10,857.49	0.00
NET CHANGES by Change Order		10,857.49

**** Contract Total Reduced by Change Order #01 as Valued Engineering during Contract Approval Process

A DIV. NO.	B DESCRIPTION OF WORK Summerzel WWTP Expansion	C SCHEDULED VALUE	D		E COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H % (G/C)	I BALANCE TO FINISH (C - G)
			FROM PREVIOUS APPLICATION (D + E)	WORK FROM PREVIOUS APPLICATION (D + E)					
1	Mobilization	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00	100.0%	\$ -
2	Demobilization	\$ 27,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 27,000.00
3	Bonds & Insurance	\$ 150,000.00	\$ 150,000.00	\$ -	\$ -	\$ -	\$ 150,000.00	100.0%	\$ -
5	Submittals	\$ 125,000.00	\$ 125,000.00	\$ -	\$ -	\$ -	\$ 125,000.00	100.0%	\$ -
6	General Conditions	\$ 200,000.00	\$ 130,000.00	\$ 2,000.00	\$ -	\$ -	\$ 132,000.00	66.0%	\$ 68,000.00
7	SBR Foundation Slab and Excavation	\$ 1,700,000.00	\$ 1,700,000.00	\$ -	\$ -	\$ -	\$ 1,700,000.00	100.0%	\$ -
8	SBR Walls, Elevated Slabs	\$ 750,000.00	\$ 750,000.00	\$ -	\$ -	\$ -	\$ 750,000.00	100.0%	\$ -
9	Site and Misc Concrete	\$ 50,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	60.0%	\$ 20,000.00
10	Greenhouse	\$ 800,000.00	\$ 640,000.00	\$ 152,000.00	\$ -	\$ -	\$ 792,000.00	99.0%	\$ 8,000.00
11	Furnish and Installation of Process Equipment & Piping	\$ 2,700,000.00	\$ 1,539,000.00	\$ 486,000.00	\$ -	\$ -	\$ 2,025,000.00	75.0%	\$ 675,000.00
12	Mechanical	\$ 350,000.00	\$ 183,653.39	\$ 57,846.61	\$ -	\$ -	\$ 241,500.00	69.0%	\$ 108,500.00
13	Electrical	\$ 2,645,000.00	\$ 100,000.00	\$ 32,250.00	\$ -	\$ -	\$ 132,250.00	5.0%	\$ 2,512,750.00
14	High Performance Coatings	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 30,000.00
15	Demolition/Removals	\$ 35,000.00	\$ 31,500.00	\$ 1,750.00	\$ -	\$ -	\$ 33,250.00	95.0%	\$ 1,750.00
16	Seeding/Erosion Control	\$ 10,000.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	30.0%	\$ 7,000.00
17	Site Blower Piping	\$ 140,000.00	\$ 133,000.00	\$ -	\$ -	\$ -	\$ 133,000.00	95.0%	\$ 7,000.00
18	Site Process Piping	\$ 185,000.00	\$ 175,750.00	\$ 9,250.00	\$ -	\$ -	\$ 185,000.00	100.0%	\$ -
19	Misc Site Utilities	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	100.0%	\$ -
20	Site Grading/Restoration	\$ 255,000.00	\$ 127,500.00	\$ 12,750.00	\$ -	\$ -	\$ 140,250.00	55.0%	\$ 114,750.00
21	Change Order #02 (\$10,857.49)								
22	- Cost Proposal #02: Reed Bed Drain Pipe Revision	\$ 384.03	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ 384.03
23	- Cost Proposal #03: Add Three Access Hatches	\$ 10,473.46	\$ 10,473.46	\$ -	\$ -	\$ -	\$ 10,473.46	100.0%	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.0%	\$ -
	SUBTOTALS	\$ 10,332,857.49	\$ 5,968,876.85	\$ 783,846.61	\$ -	\$ -	\$ 6,752,723.46	65.35%	\$ 3,580,134.03

NOTICE FOR PUBLICATION

ORDINANCE 2024-01

AN ORDINANCE TO AMEND MIDCONTINENT FRANCHISE AGREEMENT

(ORDINANCE 3.4 TABLE I – FRANCHISE AGREEMENTS)

NOTICE IS HEREBY GIVEN that the City of Summerset will set the first reading on amended

Ordinance #2024-01 Amending Ordinance 3.4 Table I – Franchise Agreements.

Said first reading will be held at Summerset City Hall, 7055 Leisure Lane, Summerset SD on March 21st, 2024 @ 6:00 p.m. The purpose of the public hearing is to accept public comment on the proposed amended ordinance.

Individuals needing assistance related to the American Disabilities Act should contact the Summerset City Finance Officer no less than 24 hours prior to this hearing to make necessary arrangements.

Dated this 15th day of March, 2024.

City of Summerset

Published once on _____, at the total approximate cost of \$_____.

ORDINANCE #2024-01
AN ORDINANCE TO AMEND THE
MIDCONTINENT FRANCHISE AGREEMENT (ORDINANCE 3.4 TABLE I)

WHEREAS Midcontinent Communications (“Midco”) holds a communications franchise (“Franchise”) for the construction and operation of a communications system within the City of Summerset, South Dakota (“Grantor”); and

WHEREAS, the Franchise (Ordinance #3.4) expires on or about June 1, 2024; and

WHEREAS, Grantor and Midco have mutually agreed to extend the term of the franchise by adopting this Ordinance Amendment No. 1 (“Amendment”) and to make such other changes as are mutually agreed upon herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF SUMMERSET, SOUTH DAKOTA:

1. The term of the Franchise in Section XIII is hereby amended to add an additional Ten (10) years to the term with a new expiration date of June 1, 2034.
2. The Effective Date of this Amendment shall be June 1, 2024.
3. Section XV, Subsection 1 is deleted in its entirety.
4. Section XVII is deleted in its entirety .
5. Except as expressly modified herein all other terms and conditions of the Franchise shall remain in full force and effect. Neither party waives any rights it may have pursuant to applicable law.

Dated this ____ day of _____, 2024.

CITY OF SUMMERSET

BY: _____
Melanie Torno, Mayor

ATTEST:

BY: _____
Stephany Baumeister, Finance Officer

Published once at the approximate cost of _____.

ORDINANCE 3.4
MIDCONTINENT FRANCHISE AGREEMENT

AN ORDINANCE GRANTING TO MIDCONTINENT COMMUNICATIONS, A SOUTH DAKOTA GENERAL PARTNERSHIP, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG AND ACROSS THE PRESENT AND FUTURE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS, BRIDGES, HIGHWAYS, EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE CITY OF SUMMERSET, SOUTH DAKOTA AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, POLES, LINES, CABLES, WIRES, MANHOLES, AND ALL OTHER FIXTURES AND EQUIPMENT NECESSARY FOR THE MAINTENANCE AND OPERATION IN THE CITY OF A CABLE TELEVISION SYSTEM, FOR THE PURPOSE OR TRANSMISSION AND DISTRIBUTION OF AUDIO, VISUAL, ELECTRONIC AND ELECTRICAL SIGNALS, AND OTHER ELECTRONIC IMPULSES IN ORDER TO FURNISH TELEVISION AND RADIO PROGRAMS AND VARIOUS OTHER COMMUNICATION SERVICES TO THE PUBLIC, FOR A PERIOD OF TEN (10) YEARS REGULATING THE SAME, AND PROVIDING FOR COMPENSATION TO THE CITY.

BE IT ORDAINED by the City Commission of the City of Summerset that, pursuant to SDCL Ch. 9-19, the Summerset Ordinances be modified to read as follows,

SECTION I - TITLE

This Ordinance shall be known and may be cited as the "Midcontinent Cable Television Ordinance" and is sometimes referred to as the "franchise"

SECTION II - DEFINITIONS

For the purpose of this Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

1. "Basic Cable Service" means the service tier which includes the retransmission of local television broadcast signals and public, educational, and governmental access channels.
2. "Cable Act" means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, (codified at 47 U.S.C. §§521-611 ([1982 & Supp. V. 1987])), as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, and the *Telecommunications Act of 1996*, Pub. L. No. 104-104 (1996) as it may, from time to time, be amended.

3. "Cable service or services" means (A) the one-way transmission to subscribers of (i) video programming or (ii) other programming service; and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. Cable service as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(6).

4. "Cable system or system" means any facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed or used to provide cable services which includes video programming and which is provided to multiple subscribers within the City, but such term does not include:

1. A facility that serves subscribers without using any right-of-ways;

2. A facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201-226, except that such facility shall be considered a cable system (other than for purposes of 47 U.S.C. §541(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; or

3. Any facilities of any electric utility used solely for operating its electric utility systems.

5. "City" or "Grantor" is the City of Summerset, South Dakota.

6. "Commission" is the City Commission of Summerset, South Dakota.

7. "Facility" or "facilities" means Grantee's wires, cables, towers, poles, communication attachments, fibers, equipment facilities, wireless communications facilities, and other component parts utilized to provide cable service and/or video programming to be installed or located in, along, over, upon, under, or through the right-of-ways by Grantee.

8. "FCC" shall mean Federal Communications Commission.

9. "Gross Revenue means all revenue received by Grantee or an affiliate of Grantee from the operation of the cable system to provide basic cable and premium services within the City. Premium services mean those premium cable channels to include, but not be limited to HBO, Show Time, Cinemax, Starz, etc. The term does not include any taxes or fees on cable services furnished by Grantee and imposed directly upon any subscriber, nonsubscriber, or user by federal, state, or local law and collected by grantee on behalf of such governmental unit, or amounts collected from subscribers for public, educational, and/or governmental access.

1. Gross revenues does not include any revenue which cannot be collected by Grantee and are identified as bad debt; provided, that if revenue previously representing bad debt is collected, this revenue shall be included in gross revenues for the collection period.

2. The term does not include revenue received from advertising, home shopping service commissions, leased access and service charges, including, but not limited to, installation, disconnection, repair, or other similar service charges.

3. It is understood that over the term of a franchise, Grantee may provide new services that are classified as cable services under a franchise and federal law. The parties anticipate and agree that such services shall be subject to franchise fees under this chapter and a franchise without any further amendment or other action by the parties hereto.

THIS NEW DEFINITION OF "GROSS REVENUE" SHALL BE EFFECTIVE THE EFFECTIVE DATE OF THE FRANCHISE ORDINANCE, JUNE 1, 2014.

10. "Person" is any person, firm, partnership, association, corporation or organization of any kind and any other legally recognized entity.

11. "Grantee" is Midcontinent Communications ("Midcontinent") or anyone who succeeds Midcontinent in accordance with the revisions of this Ordinance.

12. "Right-of-way" or "right-of-ways" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, or any public easement or right-of-ways now or hereafter held by the City which shall, within its proper use and meaning, entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a system.

13. "Service area" means the present municipal boundaries of the City, and shall include any additions thereto by annexation or other legal means.

14. "Subscribers" are those persons to receive cable television reception services furnished under this ordinance by Grantee.

SECTION III - GRANT OF NON-EXCLUSIVE AUTHORITY

There is hereby granted by the City to the Grantee, and to its successors, assigns or designees, the non-exclusive franchise and right to erect, maintain, and, construct facilities and to operate a cable system in the City for the purposes of offering cable service. The Grantee may utilize the right-of-ways within the City for the operation of a cable system providing cable service, subject to the requirements of this ordinance and all other applicable codes, laws, and regulations, both state and federal. This franchise shall be for a period of ten (10) years, commencing from and after the effective date of this Ordinance.

As a condition of use of the right-of-ways, every Grantee, at its sole cost and expense shall indemnify and hold harmless City for all damages and penalties as a result of the exercise of this franchise as described in XXIII of this Ordinance.

SECTION IV - COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

1. The Grantee shall, during the term hereof, except in those areas which have been preempted by the Acts, Laws and regulations of the Government of the United States, be subject to all lawful exercise of the regulating and police powers of the City.
2. Grantee shall not, as to rates and charges, make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage. This section shall not be construed to prohibit promotional or bulk discounts, or discounts that may be made available to seniors or the economically disadvantaged.
3. Grantee agrees to comply with the provisions of the Communications Act of 1934, § 631(a), (a)(1)(A-E), as amended, 47 U.S.C. § 551(a), (a)(1)(A-E).

SECTION V - TERRITORIAL AREA INVOLVED

1. This Ordinance relates to the present territorial limits of the City and to any area annexed thereto during the term of this Ordinance. ("Service Area")
2. Grantee may, but shall not be required to, serve areas or individual homes adjoining, but outside the City limits and that may be served from its existing facilities. Grantee may negotiate directly with such customers the amount to be charged for the bringing of the service to the customer.
3. Services provided by the Grantee under this franchise shall be made available to all points within the Service Area during the term of this franchise under the following conditions:
 - a. Whenever the Grantee shall receive a request for service from at least 30 residences within 1,320 cable-bearing strand feet (one-quarter mile) of its trunk or distribution cable, it shall extend the Cable System to such

Subscribers at no cost to said Subscribers for the extension, other than the usual connection fees for all Subscribers, provided that such Cable System extension is technically feasible and provided such an extension will not adversely affect the operation, financial condition, or market development of the Cable System or as provided for under subsection B, below.

- b. No Subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as Subscriber's request to locate his cable drop underground in an area where other installations is done in an aerial manner or a distance of greater than 200 feet from the distribution cable to the connection of service to Subscriber, or a density of less than 30 residences per 1,320 cable-bearing strand feet (one-quarter mile) of trunk or distribution cable, service may be made available on the basis of a capital contribution in aid of construction, including cost of materials, labor, and access to easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by the Grantee and Subscribers in an area in which service may be expanded, the Grantee will contribute an amount equal to the construction and other costs per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1,320 cable-bearing strand feet of its trunks or distribution cable, and whose denominator equals 30 residences. Subscribers who request service hereunder may bear the remainder of the construction and other cost on a pro rata basis. The Grantee may require that the payment of the capital contribution in aid of construction to be borne by such potential Subscribers be paid in advance.

SECTION VI - TECHNICAL STANDARDS

Grantee shall be governed by technical standards established by the FCC and is responsible for ensuring that its system is designed, installed, and operated in a manner that fully complies with applicable FCC rules including Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time.

SECTION VII - OPERATION AND MAINTENANCE OF SYSTEM

1. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest possible time. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during minimal use of the system.
2. All service requests and complaints should be responded to within twenty-four (24) hours of receipt.

SECTION VIII - SAFETY REQUIREMENTS

The Grantee shall, at all times, employ ordinary care and shall use and maintain commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries or nuisances to the public.

SECTION IX – BUILD-OUT - NEW DEVELOPMENTS

The City shall agree to amend this franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity to more effectively, efficiently or economically serve its subscribers. Provided, however, that this section shall not be construed to require the City to make any amendment or to prohibit it from unilaterally changing its policy stated herein.

With regards to build-outs for new developments;

- (a) Subject to the line extension provisions of SECTION V, Grantee shall extend cable service to all areas of the City with a density of 30 homes per mile at no cost for cable system extension other than the standard installation fees charged to all subscribers, and in accordance with its franchise and consistent with the rules and guidelines of the FCC.
- (b) In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give all Grantees at least 14 days' written notice to Grantees of the construction or development, and of the particular date on which open trenching will be available for Grantee's installation of conduit and/or cable. Grantee shall provide specifications as needed for trenching.
- (c) Should the Grantee determine that line extension is economically unfeasible, the Grantee and the developer agree to negotiate in good faith toward an equitable agreement. If the Grantee and the developer arrive at impasse, disputes over the extension shall be mediated by the City Commission 30 days after receipt of written request by either party.

SECTION X - LIMITATIONS ON RIGHTS GRANTED

1. All facilities, including transmission and distribution structures, lines, and equipment, erected by the Grantee within the City shall be maintained and located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places, and said facilities, including poles or towers, shall be removed by Grantee whenever the City reasonably finds that the same restricts or obstructs the operation or location of any future streets or public places in the City of Summerset, South Dakota.

2. All facilities, including transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with any installations of the City or of a public utility serving the City, or to interfere with new improvements the City may deem proper to make.
3. In the maintenance and operation of Grantee's cable system in the City right-of-ways, and in the course of any new construction or addition to their facilities, Grantee shall proceed so as to cause the least possible inconvenience to the general public: any opening or obstruction in the streets or other public places made by Grantee in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences, or boarding's, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning indicators.
4. All work in any way necessitated by the business of Grantee which may involve the disturbing, damaging, opening, excavating, breaking up or tearing up of a portion of a City right-of-way, including street, sidewalk or other part of any City-owned or City-controlled property, shall at the option of the City be done by the City at the expense of Grantee. Prior to any excavation, opening, disturbing, breaking or tearing up of any right-of-way, Grantee shall notify the City and obtain any necessary permits and post any necessary bonds except where a bona fide emergency exists. Grantee agrees to retroactively apply for the proper permits in those instances where emergency excavation was conducted. In the event the City does not exercise its option, in case of disturbance, damaging, opening, excavating, breaking or tearing up of any City right-of-way, including street, sidewalk, alley, public way, or paved area, the Grantee shall at its own expense and in a manner approved by the City, replace and restore such right-of-way, street, sidewalk, alley, public walk, or paved area in as good as condition as before the work involving such disturbance was done. Grantee shall not be required to pay a fee for street openings.
5. If at any time during the period of this Ordinance the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley, or other public way, the Grantee, upon reasonable notice by the City, shall remove, relay and relocate its facilities, including poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.
6. All installations of facilities and other equipment shall be in accordance with good engineering practices, and of sufficient height to comply with all existing City regulations, ordinances and state laws so as not to interfere in any manner with the right of the public or individual property owner, and any equipment in a public way or public place shall not interfere with the usual travel on such public way or usual use of such public place by the public and, during the construction, repair or removal thereof, shall not unduly obstruct or impede traffic.

7. The Grantee shall, on the request of (1) any person holding a building moving permit issued by the City, (2) any person holding a lawful over-size or over-height permit issued by the City or issued by an appropriate agency, (3) or any person who wishes to remove trees or structures from their property, shall temporarily raise or lower its wires to permit the moving of buildings or other oversized objects or to permit tree removal. The expense of such temporary or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. In no event shall City pay such expense. The Grantee shall be given not less than fourteen (14) days advance notice to arrange for such temporary wire changes.
8. Subject to all provisions of the Summerset ordinances, the Grantee shall have the authority to trim trees that are overhanging the streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the expense of the Grantee, provided that Grantee has been first notified to perform such trimming and has unreasonably refused to do so. Trimming shall be done in accordance with any city requirements regarding such trimming.
9. In those areas within the City where a cable system offering cable service is currently placed underground, all facilities shall remain or be placed underground. In all sections of the City where the City designates an area where all presently above ground services are to be placed underground, the Grantee shall place its wires underground on the same time schedule and on the same conditions that are applicable to the providers of other above ground services in the designated areas and at no cost to the City.
10. The Grantee shall not allow its cable or other operations to interfere with television receptions of persons not served by the Grantee.
11. Grantee shall, at its expense, protect, support, temporarily disconnect, relocate on the same right-of-way or public place, or remove from the right-of-way or public place, any installation, facility, or property of Grantee when required by the City by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of the street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other types of structures or improvements by governmental agencies when acting in a governmental or proprietary capacity, or other structure of public improvement; provided, however, that Grantee shall in all cases have the privilege to abandon any property of Grantee in place as hereinafter provided.
12. In the event that the use of any part of the system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system or property has been installed in any street or public place without complying with

the requirements of this Ordinance, or the rights granted hereunder have been terminated, canceled or have expired, Grantee shall, subject to the rights of the City to lawfully acquire or transfer the system, promptly remove all installations, facilities, wires, etc., and cable system from the City right-of-ways and public places other than any which the City may permit to be abandoned in place. In the event of such removal, Grantee shall promptly restore the right-of-ways, public place or other area from which said facility or property has been removed to a condition satisfactory to the City.

13. Any property of Grantee to be abandoned in place shall be abandoned in such a manner as the City may prescribe. Upon permanent abandonment of the property of Grantee in place, it shall submit to the City an instrument to be approved by the City, transferring to the City the ownership of such property.

SECTION XI - OWNERSHIP AND REMOVAL OF FACILITIES

Notwithstanding anything to the contrary in Section X, upon termination of a franchise, Grantee or its successors and assigns shall retain ownership of the cable system and shall be entitled at its option and expense to remove the cable system from all right-of-ways, private property, or to abandon said cable system. Should Grantee elect to remove the cable system, it is obligated to restore all property to its prior condition. If Grantee fails to restore the property satisfactorily, the City may complete the work and Grantee shall reimburse the City within 90 days of receipt of an itemized bill for such work.

Except as otherwise agreed in writing at the time of installation, all facilities for cable services installed by Grantee at a subscriber's location shall remain the property of Grantee and Grantee shall have the right to remove said cable and equipment at its sole cost and expenses and is obligated to restore all property to its prior condition. Grantee shall have the right, at any time, to disclaim any further ownership rights to the interior wiring and the subscriber. Once such a notice is given, the interior wiring and any equipment or fitting specified in the notice shall become the property of the subscriber without any payment obligations on the part of the subscriber. Provided, however, the Grantee shall have the right, when it is providing service to the premises, to use said interior wiring and specified equipment without charge. Upon termination of service to any subscriber, the Grantee shall, subject to Federal regulations, promptly remove all its above ground facilities and equipment from the premises of such subscriber upon his request, except the service drop pedestal.

SECTION XII - ASSIGNMENT OF ORDINANCE

The Grantee shall not assign rights obtained under this Ordinance to another person without prior approval of the City Commission, which approval shall not be unreasonably withheld. This provision shall not apply to assignment of rights to a parent, subsidiary or affiliate of the Grantee.

SECTION XIII - DURATION AND RENEWAL OF ORDINANCE

The rights granted to the Grantee herein shall, except as provided in this Section, terminate ten (10) years from the effective date of this Ordinance which Ordinance shall be subject to renewal pursuant to the provisions of the Cable Act, as amended, applicable to new ordinances that are in the nature of a franchise. Pending final completion of renewal proceedings, the Ordinance shall remain in effect even if the original ten (10) year term has expired.

The City and grantee, by mutual consent, may enter into renewal negotiations at any time during the term of a franchise.

If this Ordinance is not renewed, or if it is revoked for cause by the City, the transfer of Grantee's system shall be governed by Section 627 of the Cable Communications Policy Act of 1984, as amended.

SECTION XIV - ERECTION, REMOVAL AND COMMON USE OF POLES

1. There is hereby granted to the extent that the City is authorized to so do, the right and authority to Grantee to lease, rent, or in any other manner obtain the use of towers, poles, lines, cables, and other equipment and facilities from the City and all other holders of public licenses and franchises within the corporate limits of the City, to use such towers, poles, lines, cables and other equipment and facilities, subject to all existing and future ordinances and regulations of the City.
 - a. Grantee, in consideration for this franchise, hereby acknowledges and agrees that City does not warrant the condition of any poles, facilities, equipment, or any other attachment to any poles, including anchors or guy-wires, or other pole supports, or the premises surrounding such poles as to its safety whatsoever, and Grantee hereby assumes all risk of any damage, injury, or loss of any nature whatsoever caused by or in connection with the use of said poles, facilities, and equipment on such poles, or the premises surrounding said poles, and Grantee agrees to indemnify, defend, and protect and hold City harmless in connection with Section XXIII of this Ordinance.
 - b. In the event that any pole of City to which Grantee desires to make an attachment of its facilities is inadequate to support Grantee's facilities, Grantee must cause the pole and current attachments thereto to be properly guyed and anchored. Whether a pole is inadequate to support Grantee's facilities must be determined by Grantee prior to attachment and it shall be Grantee's sole responsibility reinstall, guy, and/or anchor the pole to support all attachments and facilities on the pole. Grantee agrees to indemnify and hold harmless City for any damage or injury resulting from Grantee's failure to adequately guy or anchor a pole as set forth in Section

XXIII. Any guying, anchoring or strengthening of poles shall be at the expense of Grantee.

It is the stated intention of the City that all other holders of public licenses and franchises within the corporate limits of the City shall cooperate with Grantee to allow Grantee's joint usage of their poles and pole-line facilities whenever possible or wherever such usage does not interfere with the normal operation of said poles and pole-lines so that a number of new or additional poles constructed by Grantee within the City may be minimized. The annual rental for the use of City poles shall be set by the Commission by resolution and separate agreement.

2. No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the City with regard to location, height, type or any other pertinent aspect, which approval shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the City Commission or its designated representative determines that the public convenience would be enhanced thereby.
3. Grantee shall grant to the City, free of expense, joint use of any and all poles owned by it for any proper municipal purpose acceptable to Grantee, insofar as it may be done without interfering with the free use and enjoyment of Grantee's own wires and fixtures, and the City shall hold Grantee harmless from any and all actions, causes of actions and damages caused by the placing of the City's wires or appurtenances upon the poles of the Grantee. Proper regard shall be given to all existing safety rules covering construction and maintenance in effect at the time of construction. If, in accommodating the City's joint use of their poles, Grantee is required to change or replace poles or install new poles, the City shall compensate for such additional expense.
4. Where a public utility serving the City desired to make use of poles or other wire-holding structures of the Grantee but agreement therefore with the Grantee cannot be reached, the Commission may require the Grantee to permit such use for such consideration as is just and reasonable and upon such terms as the Commission determines the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.

SECTION XV - RATES

1. Grantee shall at all times maintain on file with the City Finance Officer a schedule setting forth all rates and charges to be made to subscribers for cable services, including installation charges.
2. During the term hereof, and if required by the FCC, Grantee shall comply with the rate regulation rules of the Federal Communications Commission.

3. The monthly rate set forth in the schedule filed pursuant to subsection 1 above shall be payable in advance.
4. The Grantee shall not discriminate in rates between customers of the same category except to the extent permitted by the Cable Communications Policy Act of 1984, as amended, if applicable and Federal Communications Commission regulations.

SECTION XVI - PAYMENT TO THE CITY

Grantee shall pay to the City during the term of the rights granted hereunder, and so long as the Grantee operates said system in an amount of up to 5% of its annual Gross Revenue. The City shall impose the same franchise fee percentage and Gross Revenue definition on all Grantees.

The Grantee shall pay, as compensation to the City, the following sums: a sum equal to five percent (5%) of the annual total gross revenue of the cable system.

1. This franchise fee may be reviewed every two years by the City. In the event the franchise fee is increased, the City must give grantee a 180-day notice to implement the new fee. In accordance with the Cable Act, the 12-month period applicable under the franchise for the computation of the franchise fee shall be a calendar year.
2. The City may require Grantee to provide financial support permissible under the Cable Act, as a capital grant payable by each Grantee to the City for PEG capital requirements in the amount up to 1% of each grantee's gross revenue, as determined by the City no more frequently than once every two years. The capital grant shall be payable by each Grantee with the franchise fee payment as required by this chapter and shall be itemized and passed through to subscribers in the same manner. The City shall impose the same percentage fee on all Grantees or shall not impose the fee on any Grantee. The City shall provide all Grantees with 180 days' prior written notice for the implementation or modification of the capital grant.
3. The franchise fee and community grant payment shall be due monthly and payable within 30 days after the close of the preceding month. Each payment shall be accompanied by a brief report prepared by a representative of Grantee showing the basis for the computation. Payments shall be deposited to a City account electronically, unless otherwise agreed.
4. The community grant may be itemized and passed through to subscribers separate from and in the same manner as franchise fees. The City shall impose the same community grant percentage fee on all Grantees or shall not impose the community grant percentage fee on any grantor;

5. The franchise fee obligation herein is a material requirement of a franchise and is considered payment by Grantee for use of rights-of-way.
6. Notwithstanding the annual gross revenue fee or tax payable hereunder, if the Grantee is legally obligated to collect or pay any sales tax or other taxes, the Grantee shall have the right to charge the subscribers an additional amount equal to such tax.

SECTION XVII - SERVICE TO SCHOOLS, CITY AND FIRE DEPARTMENT

The Grantee shall, subject to the line extension provisions of Section V, provide basic cable service at no cost to public and parochial elementary and secondary schools within the City and as amended from time to time, at one terminal junction for each school building in an area served by Grantee for educational purposes upon request of the school system and shall also furnish to the schools, without charge, basic service to all sets connected within such building to the terminal junction. Internal wiring and expenses for additional set-top boxes required for services beyond the first free service shall be the responsibility of the school.

Grantee shall, subject to the line extension provisions of Section V, also provide to the City without charge, at two (2) City owned buildings within an area served by Grantee and as amended from time to time, one junction terminal to said building and shall also furnish to the building, without charge, basic service to all sets connected within such building to the terminal junction.

SECTION XVIII – PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

The Grantee shall allocate one channel to the City as a public, educational or governmental access channel. Until such time as the city files a written request with Grantee for full-time use of the channel, Grantee shall have the right to use that portion of the channel capacity that is not being used by the City. Grantee shall have a reasonable period of time after notification to vacate its use of the channel.

If City files a written request with Grantee for full-time use, and upon Grantee's vacating its use of the channel, then the Grantee shall have full use of this channel's capacity but any portion not used by City may be used by Grantee. Grantee shall assist the City in obtaining the necessary licenses and frequency clearance to enable the City to use the PEG Channel. Grantee shall provide locations for program origination ("origination points"). No charges may be assessed by Grantee for channel time or playback of prerecorded programming on the specially designated PEG access channels. Each user of the PEG access channels shall be responsible for the programming content and pay their own costs of programming. Grantee shall not exercise editorial control over PEG Channel. Grantee will include PEG access channels on its program guide channels. Any

content that may be required for such listing will be the responsibility of City, based on the reasonable requirements for the furnishing of such content to grantee. Grantee will provide City with installation, equipment, and only that digital cable radio service generally available to Subscribers without an additional fee, subject to Grantee's ability to lawfully do so pursuant to its contracts with the affected content providers, to be utilized as background music for PEG electronic message systems at no cost to the City.

SECTION XIX - EMERGENCY USE OF FACILITIES

In the case of any emergency or disaster, the Grantee shall, upon request of the Commission, make available its facilities to the City for emergency use during the emergency or disaster.

SECTION XX - MISCELLANEOUS

1. Grantee's legal, financial, technical, and other qualifications, and the adequacy and feasibility of its construction arrangements, if any, have been approved by the Commission after consideration in a full public proceeding affording due process to all interested parties.
2. **Good Faith.** Grantee and the City shall act reasonably and in good faith, deal fairly, and cooperate with each other to enable performance of all obligations under this chapter and achievements of the expected benefits.
3. **Compliance with Law.** Compliance with federal, state, and local laws and changes require:
 - a. If any federal, state, or local law or regulation requires or permits Grantee or the City to perform any service or act or shall prohibit Grantee or the City from performing any service or act which may be in conflict with the terms of a franchise, then as soon as possible following knowledge thereof, City and Grantee shall notify the other of the point of conflict believed to exist between such law or regulation.
 - b. If any section, sentence, clause, or phrase of this chapter or a franchise is for any reason held to be invalid, unenforceable, or unconstitutional by a decision of any authority or court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter or a franchise and the remainder shall remain in full force and effect.
4. **Nonwaiver of Obligation.** Grantee shall not be relieved of its obligation to comply with any of the provisions of this chapter or a franchise by reason of any failure of City to enforce prompt compliance.
5. **Door-to-Door Sales & Peddlers.** Grantee shall be allowed to utilize a door-to-door sales force to market its cable service within the City

6. **Signage.** Subject to Summerset City Ordinances, Grantee shall not place or cause to be placed any sort of signs, advertisements, or other extraneous markings, whether relating to Grantee or any other person or entity on grantee's facilities located in or on the right-of-ways, except minimal markings necessary to identify the cable system for service, repair, maintenance, or emergency purposes, or as required by applicable law or regulation.

SECTION XXI - MODIFICATION OF OBLIGATIONS

In addition to any other remedies provided by law or regulation, Grantee's obligations under this Ordinance may be modified, at its request, in accordance with Section 625 of Cable Communications Policy Act of 1984 as it now exists, or as hereafter amended, replaced or superseded by other Act of Congress.

SECTION XXII – REMEDIES AVAILABLE TO CITY

If Grantee fails to perform in a timely manner any material obligation, as determined by the City, required herein, following notice from the City and an opportunity to cure such nonperformance, the City may remedy such violation in accordance with the following procedures:

- a. The City will first notify Grantee of the violation in writing by delivery of registered or certified mail, and demand correction within a reasonable time. Grantee shall have 30 days from receipt of the notice to: (a) respond to the City, contesting the assertion of noncompliance, which shall toll the running of any time frames hereunder until Grantee is afforded the public hearing required herein and a written determination of the City Commission has been issued, or (b) cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the 30-day period, initiate reasonable steps to remedy such default and notify the City of the steps being taken and the projected date that they will be completed. If Grantee fails to correct the violation within the time prescribed or if Grantee fails to commence corrective action within the time prescribed and diligently remedy such violation thereafter, Grantee will then be given 30 days' prior written notice of a public hearing to be held before the City Commission. Said notice will specify the violations alleged to have occurred.

- b. At the public hearing, the City Commission will hear and consider all relevant evidence, and thereafter render findings and its decision. Such public hearing shall be held at the next regularly scheduled meeting of the City which is scheduled at a time which is no less than five business days therefrom. The City shall notify Grantee in writing of the time and place of such meeting and provide Grantee with an opportunity to be heard.

- c. In the event the City Commission finds that Grantee has corrected the violation or has diligently commenced correction of such violation after notice thereof from the City and is diligently proceeding to fully remedy such violation, or that no

material violation has occurred, the proceedings will terminate and no penalty or other sanction will be imposed.

d. Subject to applicable federal and state law, in the event the City Commission finds that a material violation exists and that Grantee has not corrected the same in a satisfactory manner or has not diligently commenced correction of such violation, the City Commission may establish a date, no earlier than 30 days following notification, by which grantee must comply with the obligation or the City may thereafter seek specific performance of any franchise provision, which reasonably lends itself to such remedy. In addition, the City Commission may impose reasonable damages and enforce imposition of such damages.

In the case of a substantial default of a material provision of the franchise, the City Commission may also implement the franchise termination procedures in accordance with the following:

1. The City shall give written notice to Grantee of its intent to revoke a franchise on the basis of a pattern of noncompliance by Grantee, including one or more instances of substantial noncompliance with a material provision of the franchise. The notice shall set forth the exact nature of the noncompliance. Grantee shall have 90 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek termination of the franchise at a public meeting. City shall cause to be served upon Grantee, at least ten days prior to such public meeting, a written notice specifying the time and place of such meeting and stating its intent to request such termination.

2. At the designated meeting, the City shall give Grantee an opportunity to state its position on the matter, after which it shall determine whether or not a franchise shall be revoked. Grantee may appeal such determination to an appropriate court.

Such appeal to the appropriate court must be taken within 60 days of the issuance of the determination of the City.

3. The City may, at its sole discretion, take any lawful action which it deems appropriate to enforce the City's rights under a franchise in lieu of revocation of a franchise.

e. In determining whether a violation is material, the City will take into consideration the reliability of the evidence of the violation, the nature of the violation, and the damage, if any, caused to the City or the City's residents thereby, whether the violation was chronic, and any justifying or mitigating circumstances, and such other matters as the City may deem appropriate. The parties hereby agree that it is not the City's intention to subject Grantee to penalties, fines, forfeitures, or revocation of a

franchise for so-called "technical" breach(es) or violation(s) of a franchise or local cable ordinance, which shall include, but are not limited to, the following:

1. In instances or for matters where a violation or a breach by Grantee of a franchise or local cable ordinance was a good-faith error that resulted in no or minimal negative impact on the customers within the service area.
2. Where there existed circumstances reasonably beyond the control of Grantee and which precipitated a violation by Grantee of a franchise or local cable ordinance, or which were deemed to have prevented Grantee from complying with a term or condition of the franchise or local cable ordinance.

Should the City seek to revoke a franchise after following the procedures set forth above, the City shall give written notice to Grantee of its intent. The notice shall set forth the exact nature of the noncompliance. Grantee shall have 90 days from such notice to object in writing and to state its reasons for such objection. In the event the City has not received a satisfactory response from Grantee, it may then seek termination of a franchise at a public hearing. The City shall cause to be served upon Grantee, at least 30 days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke a franchise.

At the designated hearing, the City shall give Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the franchise shall be revoked. Grantee may appeal such determination to an appropriate court. Such appeal to the appropriate court must be taken within 60 days of the issuance of the determination of the City.

Notwithstanding this Section, the City may, at its sole discretion, take any lawful action which it deems appropriate to enforce a franchise and the exercise of any of the remedies as set forth herein shall not constitute an election of remedies or otherwise be considered a waiver by the City to take any lawful action or exercise any appropriate remedy it deems appropriate to enforce the terms and conditions of this chapter and a franchise.

SECTION XXIII - LIABILITY AND INDEMNIFICATION

1. **Indemnify & Hold Harmless.** Grantee agrees, by acceptance of this franchise, that it shall indemnify and save free and harmless, and by the acceptance of a franchise, agrees to indemnify and save free and harmless the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City from and against any and all liability by reason of or arising out of any and all claims, demands, causes of action, or proceedings which may be asserted, prosecuted, or established against them or any of them, for injury to persons or tangible damage to property of whatever nature arising out of the use by Grantee of the right-of-ways, or of any other

operations or activities of Grantee pursuant to this chapter and a franchise and the operation of a cable system, whether such damage shall be caused by negligence or otherwise (including but not limited to any liability for damages for defamation and damages by reason of or arising out of any failure by Grantee to secure consents from the owners, authorized distributors, or licensees of programs to be delivered by Grantee's cable system or vehicle operations) and irrespective of the amount of the liability insurance policies required hereunder, but excepting therefrom liability arising out of any claim, demand, cause of action, or proceeding resulting from the negligence or willful misconduct of the City, the City Commission, each member thereof, or officers, agents, employees, or members of boards and commissions of the City, or resulting from the negligence or willful misconduct of persons distributing programs via the PEG access channels over which persons and programming Grantee cannot legally and does not exercise control.

2. **Defend at own cost.** Grantee, by the acceptance of a Franchise, agrees to defend at its own cost and expense the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City against any and all claims, demands, actions, or proceedings brought against them or any of them, in respect to the matters embraced by the indemnity set forth herein and regardless of a cross-indemnity claim that is or may be asserted by Grantee against the City.
3. **Insurance requirement.** Concurrently, with the filing of the acceptance of award of a franchise, Grantee shall furnish to the City and at all times during the existence of franchise shall maintain in full force and effect, at its own cost and expense, a commercial general liability insurance policy and in a form reasonably satisfactory to the City. Said policy shall include, but shall not be limited to, personal injury, broad-form property damage, blanket contractual, completed operations, underground hazard, explosion and collapse hazard, independent contractors, vaults, and products liability insurance. Said policy shall ensure Grantee, the City, the City Commission, each member thereof, all officers, agents, employees, and members of boards or commissions of the City against liability for all matters embraced herein with minimum combined single liability limit of two million dollars (\$2,000,000).
4. **Workers' compensation insurance requirement.** Grantee will obtain and maintain workers' compensation insurance for all grantee's employees, and in case any work is sublet, Grantee will require any subcontractor similarly to provide workers' compensation insurance for all subcontractor's employees, in compliance with state laws, and to fully protect the City from any and all claims arising out of work-related occurrences. Grantee, by acceptance of a franchise, thereby agrees it indemnifies City for any damage resulting to it from failure of either Grantee or any subcontractor to obtain and maintain such insurance. Grantee will provide the City with a certificate of insurance indicating workers' compensation insurance prior to operations under a franchise and the commencement of any construction,

system upgrade, reconstruction, or maintenance of a system. The City's approval or acceptance of certificates of insurance does not constitute City assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverage is adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

5. **Auto liability requirement.** Grantee shall provide automobile liability insurance covering all grantee's owned, non-owned, and hired automobiles, trucks, and trailers. Such insurance shall provide coverage at least as broad as that found in the standard comprehensive automobile liability policy with limits of not less than two million (\$2,000,000) combined single limit each occurrence. This insurance coverage shall be increased/decreased annually to reflect changes in the Consumer Price Index.
6. **Additional insureds.** The policies of insurance shall contain an additional insured clause providing that City, the City Commission, each member thereof, all officers, agents, employees, and members of boards and commissions of the City shall be named as an additional insured under said policy. Each such policy required above shall provide that it is to be considered primary insurance in the event a demand is made on the City. Each policy required above shall contain a provision by the insurer to perform the covenant for defense set forth herein for the benefit of the additional insureds. This provision shall not apply to workers' compensation insurance.
7. **Cancellation of insurance.** Each of the above-listed policies of insurance shall contain a provision that a written notice of cancellation or reduction in coverage shall be delivered to the Mayor 30 days in advance of the effective date thereof. If such insurance is provided by a policy which also covers any other entity or person other than those above-named, then such policy shall contain the standard cross-liability enforcement. Grantee will not cancel or reduce said insurance coverage without the City having been given 30 days' prior written notice thereof by Grantee.
8. **Certificate on file.** A certificate of insurance coverage shall be filed in the office of the Mayor concurrently upon the acceptance of the award of this franchise and shall be updated annually if any changes to the policies occur. The grantee will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The grantee agrees to hold the City harmless from any liability, including additional premium due because of the grantee's failure to maintain the coverage limits required.
9. **Waiver of subrogation.** Any insurance policies procured by grantee shall provide that the insurance carrier waives all rights of subrogation against the City, except as they relate to gross negligence or willful misconduct on the part of the City and except as related to workers' compensation insurance.

10. **Liability to third parties.** Grantee shall be liable for the acts of its third parties (contractors and subcontractors) and ensure that before commencement of work regarding construction, operation, and maintenance of its cable system, any such third parties have provided insurance in compliance with this chapter.

11. **Survival of obligation.** Grantee's covenants and obligations under this Article XXIII shall survive the expiration or any termination of a franchise agreement for a period of two years.

SECTION XXIV – SEVERABILITY

If any Section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, or is superseded or preempted by FCC regulation, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION XXV – EFFECTIVE DATE

For the purpose of ensuring certainty for both parties at the outset of this franchise, the parties agree that the effective date of this franchise ordinance shall be June 1, 2014.

SECTION XXVI – ORDINANCE REPEALED

All ordinances or part of ordinances in conflict herewith are hereby repealed.

Dated this 20 day of February, 2014.
CITY OF SUMMERSET

BY: _____
George Mandas, Mayor

ATTEST:

BY: _____
Catherine Haveman, Finance Officer

First Reading: February 6, 2014
Second Reading: February 20, 2014
Published: March 15, 2014
Effective: June 1, 2014

Published once at the approximate cost of _____.