



City of Flandreau City Council Meeting

Agenda

6:30 p.m., Monday
October 7th, 2019
City Council Chambers
1005 W. Elm Avenue
Flandreau, SD

Meeting called by: Mayor Bonrud

Type of meeting: Regular

Agenda topics

Pledge of Allegiance

Alderman Whitman

Joint Meeting – City Council and Planning and Zoning

5 Joint Public Hearing with Planning and
Zoning – Small Cell Wireless Communication
Facilities

2 *Recommendation of Planning & Zoning*

City Council

2 *Adopt Agenda*

5 Public Hearing – Mediacom Agreement

2 *Approve Minutes – September 16th, 2019*

2 *Approve Bills for City*

Administrative Reports

5 Mayor's Report Mayor Bonrud

5 City Administrator's Report Jeff Pederson

5 Flandreau Police Department Chief Weber

2 Approve Department & Administrative Reports

Old Business

None

New Business

2 First Reading of Ordinance 591 - Small Cell Wireless Communication Facilities

5 Resolution 2019-09, Surcharge for Improvements to Water System

5 Resolution 2019-10, Surcharge for Improvements to Sewer System (1)

5 Resolution 2019-11, Surcharge for Improvements to Sewer System (2)

5 Resolution 2019-12, Water Rate Increase

5 Resolution 2019-13, Sewer Rate Increase

2 CDBG Grant Drawdown

2 Pay Request No. Five – Community Safe Room

2 Approve Mediacom Agreement

2 Pay Rate for New Police Officer Klein

2 Pay Step Increase for Crystal Roberts

2 Pay Step Increase for Tony Ullom

Public Comments

Council Comments

Special notes: Other business properly referred to the City Council.

Jeff Pederson
City Administrator

Distribution:

Mayor Bonrud
Alderman Bjerke
Alderman Pesall
Alderman Sutton
Alderman Tufty
Alderman Unger
Alderman Whitman

Cc:

Newspaper: Moody County Enterprise
Radio: Carol Kiecksee
City Attorney: Corey Bruning

**NOTICE OF PUBLIC HEARING
OF THE PLANNING AND ZONING COMMISSION AND CITY COUNCIL
ON PROPOSED ORDINANCE NUMBER 591, AN ORDINANCE CHANGING
THE ZONING ORDINANCE OF THE CITY OF FLANDREAU.**

Notice is hereby given pursuant to SDCL Chapter 11-4 that on the 7th day of October, 2019, at 6:30 o'clock p.m. in the City Council Chambers, 1005 W. Elm Avenue in the City of Flandreau, South Dakota, is the time and place when and where all persons interested therein may appear and be heard before the City Planning and Zoning Commission and City Council concerning a proposed change to the Zoning Ordinances for the City of Flandreau. The Planning and Zoning Commission will submit to the City Council their recommendation as to whether or not the following ordinance should be passed by the City Council. If recommended for approval, the City Council will then have the first reading of the proposed following Ordinance:

ORDINANCE NO. 591, AN ORDINANCE THAT AMENDS EXISTING TITLE 12 ZONING, TO ADD A NEW CHAPTER 4.18, TO ALLOW SMALL CELL WIRELESS COMMUNICATION FACILITIES.

Ordinance No. 591 may be viewed in its entirety by contacting the City Finance Officer, 1005 W. Elm Ave., Flandreau, SD 57028.

Any persons wishing to present testimony may appear at said hearing or may file written comments with the City Finance Officer, 1005 W. Elm Ave., Flandreau, SD 57028, prior to the hearing.

Jeff Pederson
City Administrator

Published Once (September 18th, 2019) at the Total Approximate Cost of \$_____

NOTICE OF PUBLIC HEARING ON PROPOSAL OF MEDIACOM FRANCHISE

NOTICE IS HEREBY GIVEN THAT: The City Council in and for the City of Flandreau, South Dakota, on Monday, the 7th day of October, 2019, at the hour of 6:30 p.m. at the City Council Chambers in the City of Flandreau, will meet in regular session to provide for public comment on the proposal of Mediacom to renew their Franchise to operate a Cable System in Flandreau for a period of five years. Comments are allowed only on the quality of Mediacom's service, including signal quality, response to consumer complaints, and billing practices.

NOTICE IS HEREBY GIVEN THAT any person, persons, or their representative who are interested in the approval or rejection of any such proposal may appear and be heard at such scheduled Public Hearing.

Dated at Flandreau, South Dakota this 25th day of September, 2019.

Jeff Pederson
City Administrator

Publish: September 25th, 2019, "at approximate cost"

**CITY OF FLANDREAU
1005 W. Elm Avenue
Flandreau, SD 57028-1404**

**COUNCIL PROCEEDINGS
September 16th, 2019**

The City Council of the City of Flandreau, South Dakota, met in regular session on Monday, September 16th, 2019 at 6:30 p.m. at the City Council Chambers, 1005 W. Elm Avenue, Flandreau, SD.

Present: Mayor Mark Bonrud. Aldermen: Brad Bjerke, Bob Pesall, Dan Sutton, Karen Tufty, Jason Unger, and Donald Whitman. Absent: None. Also present were City Administrator Jeff Pederson; Finance Officer Karen Gundvaldson; and Brenda Wade Schmidt, Moody County Enterprise.

The proposed agenda was reviewed. Motion by Sutton and seconded by Pesall to adopt the proposed agenda. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Bjerke and seconded by Whitman to approve the minutes of August 28th, 2019. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Whitman and seconded by Unger to approve the minutes of September 3rd, 2019. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Pesall and seconded by Tufty to allow the following claims for the City and to pay them: Payroll 9/11/2019: (20539-20557) general, 17,553.19; 3rd penny, 221.40; water, 3,671.72; electric, 7,289.99; sewer, 3,245.57; airport, 141.64; solid waste, 456.75; (20558) A-1 Portable Toilets, rentals, 188.25; Big Sioux Comm Water System, repairs/water purchases/usage, 14,933.99; Booster Publishing minutes/advertising, 349.80; Border States Electric Supply, 53.28; Christiansen Complete Water, supplies, 25.04; Cintas, rentals, 168.41; City of Flandreau-Petty Cash, postage, 5.20; Cybercoach, repairs, 281.24, Dakota Directional, electric project, 114,160.52; Dakota Pump & Control Co., repairs, 6,646.50; Dakota Stop, budget meeting, 86.03; Diamond Vogel Paints, striping paint, 385.75; Ekern Home Equipment, repairs/supplies, 162.28; Elite Business System, supplies/contract, 348.50; Flandreau Veterinary Clinic, K-9 expenses, 53.20; Fuller Paving, patching, 20,947.33; Geotek Engineering & Testing Services, water/sewer system, 1,053.25; GreatAmerica Financial SVSC, contract, 190.55; Jessica Sanders, rebate check, 400.00; Justice Fire & Safety, annual inspections, 150.50; Kathy Lundgren, refund, 30.09; L.G. Everist, chips, 5,784.77; Maynards of Flandreau, supplies, 290.30; MES Companies, repairs, 1,337.00; MidAmerican Energy, utilities, 112.16; Millborn Seeds, turf mix, 150.00; Moody County Enterprise, supplies/minutes/advertising, 280.22; Musch Construction, sidewalks, 4,445.00; Patriot Electric, repairs, 205.49; Pitney Bowes-Leasing, qly charges, 451.68; Postmaster, postage, 265.00; River's Edge Cooperative, gas/oil, 1,517.03; SD Supplemental Retirement Plan, retirement, 644.62; Sioux Valley Energy, electric, 140.00; Sparkle Car Wash, police vehicles, 9.08; Stan Houston, supplies, 210.90; Sturdevant's Auto Supply, supplies, 248.47; T-Shirts Too, Sesquicentennial supplies, 1,248.75; Tyler Lumber Co., supplies, 510.79; Verizon Wireless, jet packs/cell phone, 378.58; Waxdahl NAPA Plus, supplies, 142.38;

(20598). August EFTs: CoBank, interest, 20,229.11; Dakotacare, health insurance, 21,495.41; EFTPS, taxes, 21,103.95; Missouri River Energy Services, energy cost, 171,707.53; SD State Treas-Sales Tax, taxes, 11,922.59; US Department of Agriculture, water bond payment, 3,381.00. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Public Comments: Leanne Amdahl and Jessica Hovland shared information regarding their desire to proclaim September 30th, 2019 as "Go Gold for Childhood Cancer Awareness Day". September is Childhood Cancer Awareness Month and they would like to involve residents, businesses, schools, clinics, hospitals, law enforcement, and elected officials in raising awareness of childhood cancer through advertising and social media. They also ask that participants wear a gold ribbon and/or attire on September 30th; they intend to recognize a local business for greatest "Go Gold" efforts. Mayor Bonrud indicated his intent to proclaim September 30th, 2019 as "Go Gold for Childhood Cancer Awareness Day" with Council members acknowledging their support as well.

Chief Krull, Flandreau Volunteer Fire Department, shared that there has not been a lot of fire calls lately. There are currently 28 volunteer firefighters. He also indicated the department is working on the water rescue boat to prepare for potential flooding next spring.

Mayor Bonrud shared an opinion provided by City Attorney Corey Bruning regarding the building permit issued for the construction of an 8-plex apartment building on W. Broad Avenue. Attorney Bruning's opinion is that the building permit was issued in accordance with specifications approved in April 2015 by the Planning and Zoning Board as part of a variance application submitted for construction on that property. Mayor Bonrud then called on those present that had signed in for public comments concerning the 8-plex. Marci Bauer expressed concern regarding property maintenance, limited parking, and potential snow plowing and snow removal issues. Jeff Weigel expressed concern that due process was not followed in issuing the building permit. Those present were informed that an appeal would need to be made to the Planning and Zoning Board should they wish to dispute the building permit issued. Mayor Bonrud then indicated that City staff did a great job dealing with issues that arose due to the recent large rainfall.

The City Administrator shared that by-pass pumping took place due to flooding and water issues in basements from the recent rainfall. Assessments will be made on City properties once water recedes to determine damages. Emergency Management Director Terry Albers and City staff had a contingency plan in place should residents become displaced due to flooding, but the plan did not have to be implemented. Work is underway for long-term financing of the water and sewer project costs. Review is taking place to determine if rate increases can be phased in over a period of time by using cash on hand to assist with debt payment in years one through three.

Motion by Pesall and seconded by Tufty to approve the Board, Department, and Administrative Reports. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Old Business: Second reading of Ordinance 590, 2020 Appropriation Ordinance, was conducted. Motion by Tufty and seconded by Unger to adopt

Ordinance 590. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

New Business: New Business: Motion by Bjerke and seconded by Unger to approve Pay Request Two (2) from Dakota Directional, LLC in the amount of \$114,160.52 for the Phase 4 Electric Improvements Project. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Sutton and seconded by Unger to set October 7th, 2019 as a public hearing date to provide the public an opportunity to comment regarding the Mediacom Franchise that is due for renewal. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Upon recommendation by Mayor Bonrud, motion by Sutton and seconded by Pesall to appoint Don Whitman to the Housing Board. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, and Unger. Nays: None. Absent: None. Abstain: Whitman. Motion carried.

Motion by Unger and seconded by Pesall to approve a six month pay step increase for Gabriel Frias, Police Officer, to \$16.77 per hour effective October 5th, 2019. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

Motion by Sutton and seconded by Whitman to approve a one and one-half year pay step increase for Tanner Harris, Heavy Equipment Operator, to \$17.75 per hour effective October 19th, 2019. The following members voted aye: Bjerke, Pesall, Sutton, Tufty, Unger, and Whitman. Nays: None. Absent: None. Motion carried.

There were no Council Comments.

The Mayor declared the meeting adjourned at 7:22 p.m.

Mark Bonrud
Mayor

ATTEST:

Jeff Pederson
City Administrator

Council Approval Report for First National Bank--500330
(Council Approval Report)

InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
366	09/26/19	A-1 PORTABLE TOILETS, P.O. BOX 88504, SIOUX FALLS, SD, 57109	10/08/19	\$155.00	\$155.00	101-08-4810	Band Shell Expenses	\$1,500.00	\$137.10
48152		HANDICAP UNIT RENTAL-BANDSHELL			\$155.00				
01-01129-04-ADEL	09/27/19	UTILITY BILLING-01-01129-04-ADELE DAVIS	10/08/19	\$1.59	\$1.59	603-31-3441	Utility Sales	\$2,665,000.00	\$558,778.95
127		AHLERS AUTOMOTIVE, 1102 W. 1ST AVE., FLANDREAU, SD, 57028-1000			\$1.59				
98250	08/30/19	TIRE REPAIR	10/08/19	\$20.00	\$20.00	603-31-4250	Repairs	\$2,000.00	(\$6,451.80)
9		BIG SIOUX COMM WATER SYSTEM, 23343 479TH AVE, EGAN, SD, 57024-6438			\$20.00				
738000 PARKS	10/01/19	WATER USAGE	10/08/19	\$67.75	\$67.75	101-08-4280	Utilities	\$6,200.00	\$2,673.93
10-2019	10/02/19	WATER PURCHASE	10/08/19	\$15,549.03	\$15,549.03	602-31-4284	Water Purchases	\$215,000.00	\$90,925.28
10-2019 AIRPORT	10/01/19	WATER USAGE	10/08/19	\$35.00	\$35.00	606-11-4280	Utilities	\$5,500.00	\$1,895.03
1188		BOBCAT OF BROOKINGS, PO BOX 58, 803 MAIN AVE S., BROOKINGS, SD, 57006-0058			\$15,651.78				
8-2019	08/14/19	BOBCAT 78" DELUX LANDPLANE	10/08/19	\$2,400.00	\$2,400.00	101-08-4320	Minor Capital Equipment	\$3,000.00	\$3,000.00
13		BOOSTER PUBLISHING, P.O. BOX 285, FLANDREAU, SD, 57028-0285			\$2,400.00				
30040	09/10/19	MINUTES/MEDIA/COM FRANCHISE	10/08/19	\$283.05	\$283.05	101-01-4230	Publishing/Advertising	\$9,500.00	\$1,607.98
14		BORDER STATES ELECTRIC SUPPLY, NW 7235, P.O. BOX 1450, MINNEAPOLIS, MN, 55485-7235			\$283.05				
918584022	09/24/19	BULK HEAT SHRK/SVC-ENR SLEEVE	10/08/19	\$495.00	\$495.00	603-31-5301	Electric Distribution Imp (\$0.00	(\$813,421.55)
1842		BRIDGEWAY COUNSELING CENTE, 600 4TH ST NE SUITE 203, WATERTOWN, SD, 57201-1898			\$495.00				
9-2019	09/10/19	PRE-EMPLOYMENT TESTING T KLEIN	10/08/19	\$350.00	\$350.00	101-02-4901	Miscellaneous	\$500.00	(\$809.00)
1213		BRUNING & LEWIS LAW FIRM, PLLC, P.O. BOX 347, 310 S. WIND STREET, FLANDREAU, SD, 57028-1738			\$350.00				
8-2019	08/19/19	PROFESSIONAL FEES	10/08/19	\$150.00	\$150.00	101-01-4220	Professional Fees	\$23,000.00	\$17,262.50
8-2019	08/19/19	PROFESSIONAL FEES	10/08/19	\$62.50	\$62.50	101-02-4220	Professional Fees	\$1,250.00	\$587.50
8-2019	08/19/19	PROFESSIONAL FEES	10/08/19	\$212.50	\$212.50	101-04-4220	Professional Fees	\$500.00	(\$535.73)
1700		CARDMEMBER SERVICES, PO BOX 306005, NASHVILLE, TN, 37230-6005			\$425.00				
8-2019	08/28/19	FDC/HOUSING SECRETARY OF STATE	10/08/19	\$70.00	\$70.00	101-01-3691	Reimbursements	\$0.00	(\$4,851.21)
8-2019	08/28/19	SUPPLIES	10/08/19	\$13.38	\$13.38	101-01-4260	Supplies	\$850.00	\$576.21
9-2019	09/28/19	SUPPLIES	10/08/19	\$7.44	\$7.44	101-01-4260	Supplies	\$850.00	\$576.21
8-2019	08/28/19	CMA CONFERENCE-J PEDERSON	10/08/19	\$765.00	\$765.00	101-01-4270	Travel/Conference	\$4,000.00	\$3,225.53

CITY OF FLANDREAU
Council Approval Report for First National Bank--500330
(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	9-2019	09/28/19	CONFERENCE	10/08/19	\$594.21	\$594.21	101-01-4270	Travel/Conference	\$4,000.00	\$3,225.53
	8-2019	08/28/19	POSTAGE	10/08/19	\$56.15	\$56.15	101-02-4260	Supplies	\$6,000.00	\$1,934.60
	9-2019	09/28/19	POSTAGE	10/08/19	\$13.70	\$13.70	101-02-4260	Supplies	\$6,000.00	\$1,934.60
	8-2019	08/28/19	TRAINING (CHILD ABUSE CONFERENCE-TAYOR)	10/08/19	\$99.00	\$99.00	101-02-4270	Travel/Conference	\$650.00	(\$119.94)
	8-2019	08/28/19	NATIONAL NIGHT OUT	10/08/19	\$524.00	\$524.00	101-02-4294	Other - National Night Ou	\$500.00	\$239.59
	9-2019	09/28/19	LATE FEE/CHARGE	10/08/19	\$74.13	\$74.13	101-02-4901	Miscellaneous	\$500.00	(\$809.00)
	8-2019	08/28/19	SUPPLIES	10/08/19	\$212.95	\$212.95	101-04-4260	Supplies	\$13,500.00	\$4,125.43
	9-2019	09/28/19	SUPPLIES	10/08/19	\$309.80	\$309.80	101-04-4260	Supplies	\$13,500.00	\$4,125.43
	8-2019	08/28/19	PARTS	10/08/19	\$97.12	\$97.12	101-08-4250	Repairs	\$6,000.00	\$3,522.87
	9-2019	09/28/19	REPAIRS	10/08/19	\$394.39	\$394.39	101-08-4250	Repairs	\$6,000.00	\$3,522.87
	9-2019	09/28/19	SUPPLIES	10/08/19	\$9.98	\$9.98	101-08-4260	Supplies	\$20,000.00	\$5,230.70
	8-2019	08/28/19	CLOTHING	10/08/19	\$149.50	\$149.50	602-31-4265	Uniforms/Safety Clothing	\$300.00	\$300.00
	9-2019	09/28/19	SUPPLIES	10/08/19	\$111.95	\$111.95	603-31-4260	Supplies	\$15,000.00	\$2,348.87
	9-2019	09/28/19	SUPPLIES	10/08/19	\$76.68	\$76.68	604-31-4260	Supplies	\$8,500.00	\$2,448.21
	8-2019	08/28/19	CLOTHING	10/08/19	\$149.50	\$149.50	604-31-4265	Uniforms/Safety Clothing	\$400.00	\$400.00
	1269		CENEX FLEETCARD, PO BOX 64745, ST. PAUL, MN, 55164-0745		\$3,728.88					
	182963CL	09/23/19	GAS/OIL	10/08/19	\$1,226.40	\$1,226.40	101-02-4263	Gas/Oil	\$16,000.00	\$3,014.56
	1721		CINTAS, PO BOX 650838, DALLAS, TX, 75265-0838		\$1,226.40					
	4031321757	09/30/19	MATS/BAR & KITCHEN TOWELS	10/08/19	\$135.00	\$135.00	101-10-4240	Rentals	\$0.00	(\$1,935.34)
	4031321757	09/30/19	MATS/BAR & KITCHEN TOWELS	10/08/19	\$25.35	\$25.35	602-32-4240	Rentals	\$0.00	(\$285.96)
	4031321757	09/30/19	MATS/BAR & KITCHEN TOWELS	10/08/19	\$25.35	\$25.35	603-32-4240	Rentals	\$0.00	(\$285.97)
	4031321757	09/30/19	MATS/BAR & KITCHEN TOWELS	10/08/19	\$25.35	\$25.35	604-32-4240	Rentals	\$0.00	(\$285.94)
	808		CITY OF FLANDREAU - PETTY CASH, 1005 W. ELM AVENUE, FLANDREAU, SD, 57028-1404		\$211.05					
	9-2019	09/30/19	POSTAGE FOR MAILING BILLING CARDS	10/08/19	\$1.73	\$1.73	602-32-4260	Supplies	\$6,750.00	\$2,190.36
	9-2019	09/30/19	POSTAGE FOR MAILING BILLING CARDS	10/08/19	\$1.73	\$1.73	603-32-4260	Supplies	\$7,000.00	\$2,411.69
	9-2019	09/30/19	POSTAGE FOR MAILING BILLING CARDS	10/08/19	\$1.74	\$1.74	604-32-4260	Supplies	\$6,500.00	\$1,984.78
	19		COMMUNITY COUNSELING SERVICES, 357 SE KANSAS AVE., HURON, SD, 57350-2517		\$5.20					
	10-2019 4TH QTR	10/01/19	4TH QTR SUBSIDY-2019	10/08/19	\$1,900.00	\$1,900.00	101-18-4561	Subsidies-CCS	\$7,600.00	\$1,900.00
	584		CYBERCOACH, INC, 402 W PIPESTONE AVE, FLANDREAU, SD, 57028-1617		\$1,900.00					
	19179	09/25/19	LABOR-CONTACTED GOV OFFICE ADDED OFFICER KLEIN'S EMAIL	10/08/19	\$42.50	\$42.50	101-02-4250	Repairs	\$8,000.00	(\$6,095.39)
	19178	09/19/19	LABOR-RESET FUEL PUMP/BACK ON LINE	10/08/19	\$42.50	\$42.50	606-11-4250	Repairs	\$3,000.00	\$888.93

Council Approval Report for First National Bank--500330

(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	363	09/20/19	DAKOTA PUMP & CONTROL CO., INC., PO BOX 725, WATERTOWN, SD, 57201-0725	10/08/19	\$777.55	\$777.55	604-31-4250	Repairs	\$10,000.00	(\$11,150.09)
	25379		SERVICE CALL-SPOT LIFT-PUMP #2/SPOT LIFT VOLUTE							
	1030	09/20/19	DELTA DENTAL OF SOUTH DAKOTA, PO BOX 1157, PIERRE, SD, 57501-1157	10/08/19	\$975.79	\$777.55	101-00-2158	Dental Insurance Payabl	\$0.00	(\$827.44)
	17537884	09/20/19	DENTAL INSURANCE	10/08/19	\$11.16	\$11.16	211-00-2158	Dental Insurance Payabl	\$0.00	(\$11.16)
	17537884	09/20/19	DENTAL INSURANCE	10/08/19	\$124.36	\$124.36	602-00-2158	Dental Insurance Payabl	\$0.00	(\$109.50)
	17537884	09/20/19	DENTAL INSURANCE	10/08/19	\$298.48	\$298.48	603-00-2158	Dental Insurance Payabl	\$0.00	(\$268.76)
	17537884	09/20/19	DENTAL INSURANCE	10/08/19	\$124.41	\$124.41	604-00-2158	Dental Insurance Payabl	\$0.00	(\$109.54)
	17537884	09/20/19	DENTAL INSURANCE	10/08/19	\$5.36	\$5.36	606-00-2158	Dental Insurance Payabl	\$0.00	(\$5.36)
	17537884	09/20/19	DENTAL INSURANCE	10/08/19	\$8.04	\$8.04	612-00-2158	Dental Insurance Payabl	\$0.00	(\$8.04)
	25		DGR ENGINEERING, 1302 S. UNION ST., P.O. BOX 511, ROCK RAPIDS, IA, 51246-0511			\$1,547.60				
	236508	09/13/19	PROJECT #416611.00 PHASE 4, ELECTRIC DIST. IMPROVEMENTS/SERVICES THROUGH AUG 31,2019	10/08/19	\$2,268.92	\$2,268.92	603-31-5301	Electric Distribution Imp (\$0.00	(\$813,421.55)
	1791	09/30/19	F.R.S., INC. DBA SOLBROS CONSTRUCTION, 20574 GRIESE PLACE, PIERRE, SD, 57501	10/08/19	\$40,855.41	\$40,855.41	101-13-5501	General Fund - Communi	\$223,688.00	\$36,677.84
	9-2019		PROJECT #2290-FLANDREAU SAFE ROOM #2/PERIOD TO 9/30/2019/CONTRACT DATE 4/19/2019 #5							
	417	09/24/19	FARMERS IMPLEMENT & IRRIGATION, P.O. BOX 29, BROOKINGS, SD, 57006-0029	10/08/19	\$296.91	\$296.91	101-08-4250	Repairs	\$6,000.00	\$3,522.87
	PO7830	09/18/19	SOLENOID-FUEL F4GS	10/08/19	\$333.09	\$333.09	101-08-4260	Supplies	\$20,000.00	\$5,230.70
	PO7671	09/20/19	FILTER/HYDRO-MAX	10/08/19	\$174.75	\$174.75	101-08-4260	Supplies	\$20,000.00	\$5,230.70
	PO7715		FILTER/SWITCH KEY SEAL/KOH							
	1208	09/03/19	FLANDREAU VETERINARY CLINIC, 200 S VETERANS ST, FLANDREAU, SD, 57028-1425	10/08/19	\$332.12	\$332.12	101-02-4264	K-9 Expenses	\$2,500.00	\$2,075.60
	47963	09/20/19	TU SOX EXAMINATION	10/08/19	\$63.20	\$63.20	101-02-4264	K-9 Expenses	\$2,500.00	\$2,075.60
	48505		SCIENCE DIET CANINE ADULT ADVANCED FITNESS 35 LBS							
	42	09/30/19	FLANDREAU VOLUNTEER FIRE DEPT., P.O. BOX 111, FLANDREAU, SD, 57028-0111	10/08/19	\$2,352.00	\$2,352.00	101-03-4221	Compensation for Meetin	\$13,000.00	\$9,488.00
	9-2019 2ND & 3RD		FIRE CALLS/TRAINING/MEETINGS							
	167		FSST, ATTN: RYAN KILLS A HUNDRED, P.O. BOX 283, FLANDREAU, SD, 57028-0283			\$2,352.00				

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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	9-2019	09/30/19	FSST UTILITY TAXES COLLECTED -SEPT. 2019	10/08/19	\$361.47	\$361.47	603-00-2172	Tribal Utility Tax Payable	\$0.00	(\$3,098.67)
	9-2019	09/30/19	FSST UTILITY TAXES COLLECTED -SEPT. 2019	10/08/19	\$47.45	\$47.45	612-00-2172	Tribal Utility Tax Payable	\$0.00	(\$481.86)
	418	HANSEN-THOMAS INC., 118 N. WIND ST., FLANDREAU, SD, 57028-1245				\$408.92				
	9-2019	09/30/19	REPLACE CURB AND GUTTER AT BAKERY/EKERN HOME EQUIP/LUTHERAN CHURCH	10/08/19	\$6,183.83	\$6,183.83	101-04-4254	Repair-Curb & Gutter	\$15,000.00	\$15,000.00
	9-2019	09/30/19	SIDEWALK-116 W 1ST AVE-NEUENFELDT	10/08/19	\$698.84	\$698.84	101-04-4257	Sidewalks	\$10,000.00	(\$30,051.38)
					\$6,882.67					
	01-01081-12-J GR	JAMES GROW, 612 CEDAR DR, FLANDREAU, SD, 57028-1539				\$3.42				
	09/27/19	09/27/19	UTILITY BILLING REFUND-01-01081-12 JAMES GROW	10/08/19	\$3.42	\$3.42	603-31-3441	Utility Sales	\$2,665,000.00	\$558,778.95
	01-00117-06 J SU	JARED SUTTON, 805 W 3RD AVE, FLANDREAU, SD, 57028-1505				\$3.42				
	09/27/19	09/27/19	UTILITY BILLING REFUND-01-00117-06 JARED SUTTON	10/08/19	\$120.16	\$120.16	603-31-3441	Utility Sales	\$2,665,000.00	\$558,778.95
	56	JUSTICE FIRE & SAFETY, 3601 N POTSDAMN AVE, SIOUX FALLS, SD, 57104-7032				\$120.16				
	194325	09/23/19	SEMI-ANNUAL MAINTENANCE OF FIRE/SERVICE CALL	10/08/19	\$139.29	\$139.29	101-09-4250	Repairs	\$2,500.00	\$406.08
	194325	09/23/19	SEMI-ANNUAL MAINTENANCE OF FIRE/SERVICE CALL	10/08/19	\$139.28	\$139.28	101-10-4250	Repairs	\$3,250.00	\$1,716.84
	1837	KATHY LUNDGREN, 6401 S LYNCREST AVE #213, SIOUX FALLS, SD, 57108-2544				\$278.57				
	9-2019-K LUNDGR	09/27/19	UTILITY BILLING REFUND-01-00536-08-KATHY LUNDGREN	10/08/19	\$30.09	\$30.09	603-31-3441	Utility Sales	\$2,665,000.00	\$558,778.95
	913	KRULL'S GARAGE, 208 W BROAD AVE, FLANDREAU, SD, 57028-1659				\$30.09				
	25898	08/27/19	2018 DODGE CHARGER-LABOR OIL CHANGE	10/08/19	\$56.28	\$56.28	101-02-4250	Repairs	\$8,000.00	(\$6,095.39)
	25926	09/03/19	2014 FORD INTERCEPTOR-LABOR HEADLIGHT CONNECTOR	10/08/19	\$126.42	\$126.42	101-02-4250	Repairs	\$8,000.00	(\$6,095.39)
	25986	09/16/19	2012 DODGE RAM 1500-LABOR OIL	10/08/19	\$67.91	\$67.91	101-02-4250	Repairs	\$8,000.00	(\$6,095.39)
	26065	09/27/19	2012 DODGE RAM 1500-LABOR-MAXDRIVE/CV SHAFT	10/08/19	\$543.86	\$543.86	101-02-4250	Repairs	\$8,000.00	(\$6,095.39)
	25927	09/03/19	MOWER-TIRE REPAIR	10/08/19	\$20.00	\$20.00	101-08-4250	Repairs	\$6,000.00	\$3,522.87
	1840	LIBERTY TIRE SERVICES LLC, PO BOX 645375, PITTSBURGH, PA, 15264-5251				\$814.47				

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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	1670874	09/20/19	FILL-BASEBALL FIELD	10/08/19	\$2,285.00	\$2,285.00	101-08-4260	Supplies	\$20,000.00	\$5,230.70
1843	MARILYN WADE, 715 W ELM AVE, FLANDREAU, SD, 57028-1506	10/01/19	REBATE CHECK	10/08/19	\$400.00	\$400.00	603-31-4294	Other - Energy Star Appli	\$5,000.00	\$3,085.40
66	MAYNARDS OF FLANDREAU, P.O. BOX 344, FLANDREAU, SD, 57028-0344	09/30/19	SUPPLIES	10/08/19	\$9.04	\$9.04	602-32-4260	Supplies	\$6,750.00	\$2,190.36
10-2019		09/30/19	SUPPLIES	10/08/19	\$9.05	\$9.05	603-32-4260	Supplies	\$7,000.00	\$2,411.69
10-2019		09/30/19	SUPPLIES	10/08/19	\$9.05	\$9.05	604-32-4260	Supplies	\$6,500.00	\$1,984.78
1378	METRON-FARNIER, LLC, 5665 AIRPORT BLVD., SUITE B 105, BOULDER, CO, 80301-2300	09/25/19	VERIZON METERS	10/08/19	\$8,460.20	\$8,460.20	602-31-4362	Equipment/Meters	\$25,000.00	\$19,669.09
29947						\$8,460.20				
67	MID AMERICAN ENERGY, P.O. BOX 8020, DAVENPORT, IA, 52808-8020	09/26/19	GAS BILL	10/08/19	\$8.00	\$8.00	101-03-4280	Utilities	\$4,800.00	\$899.88
9-26-2019		09/26/19	GAS BILL	10/08/19	\$11.21	\$11.21	101-04-4280	Utilities	\$5,500.00	\$1,855.52
391705717		09/23/19	GAS BILL POOL	10/08/19	\$8.00	\$8.00	101-07-4280	Utilities	\$16,500.00	\$2,841.28
391736551		09/23/19	GAS BILL-PUMP HOUSE	10/08/19	\$205.34	\$205.34	101-07-4280	Utilities	\$16,500.00	\$2,841.28
391863243		09/26/19	GAS BILL-POOL	10/08/19	\$1.97	\$1.97	101-07-4280	Utilities	\$16,500.00	\$2,841.28
391860880		09/26/19	GAS BILL-PUMP HOUSE	10/08/19	\$3.00	\$3.00	101-07-4280	Utilities	\$16,500.00	\$2,841.28
9-26-2019		09/26/19	GAS BILL	10/08/19	\$56.53	\$56.53	101-09-4280	Utilities	\$14,500.00	\$3,724.45
9-26-2019		09/26/19	GAS BILL	10/08/19	\$16.07	\$16.07	101-10-4280	Utilities	\$10,000.00	\$686.05
9-26-2019		09/26/19	GAS BILL	10/08/19	\$8.00	\$8.00	602-31-4280	Utilities	\$4,000.00	\$1,835.19
9-26-2019		09/26/19	GAS BILL	10/08/19	\$1.28	\$1.28	602-31-4280	Utilities	\$4,000.00	\$1,835.19
9-26-2019		09/26/19	GAS BILL	10/08/19	\$0.64	\$0.64	602-32-4280	Utilities	\$3,500.00	\$439.69
9-26-2019		09/26/19	GAS BILL	10/08/19	\$2.64	\$2.64	603-31-4280	Utilities	\$7,500.00	\$2,636.21
9-26-2019		09/26/19	GAS BILL	10/08/19	\$1.28	\$1.28	603-32-4280	Utilities	\$3,800.00	\$366.19
9-26-2019		09/26/19	GAS BILL	10/08/19	\$1.44	\$1.44	604-31-4280	Utilities	\$15,000.00	\$1,008.52
9-26-2019		09/26/19	GAS BILL	10/08/19	\$15.47	\$15.47	604-31-4280	Utilities	\$15,000.00	\$1,008.52
9-26-2019		09/26/19	GAS BILL	10/08/19	\$0.72	\$0.72	604-32-4280	Utilities	\$4,000.00	\$892.96
511	MISSOURI RIVER ENERGY SERVICES, ATTN: JENNIFER, P.O. BOX 88920, SIOUX FALLS, SD, 57109-8920	09/30/19	REGISTRATION FEES-J PEDERSON	10/08/19	\$50.00	\$50.00	603-31-4270	Travel/Conference	\$1,500.00	\$254.42
SM 5622						\$50.00				
33	MOODY COUNTY ENTERPRISE, PO BOX 71, FLANDREAU, SD, 57028-0071	09/30/19	PUBLISHING/ADVERTISING-MINUTES/HEARING	10/08/19	\$471.04	\$471.04	101-01-4230	Publishing/Advertising	\$9,500.00	\$1,607.98
9-2019						\$471.04				

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Vendor	InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
						\$471.04				
	22	09/10/19	OFFICE PEEPS, INC., P.O. BOX 907, WATERTOWN, SD, 57201-0907	10/08/19	\$99.86	\$99.86	101-02-4260	Supplies	\$6,000.00	\$1,934.60
	865924-0		CALENDAR/FOLDER/RCPST BOOK/PAPER							
			CLIP/CARD STOCK							
	865924-0	09/05/19	PLANNER/CALENDAR	10/08/19	\$6.22	\$6.22	602-32-4260	Supplies	\$6,750.00	\$2,190.36
	865924-1	09/16/19	DESK PAD	10/08/19	\$2.00	\$2.00	602-32-4260	Supplies	\$6,750.00	\$2,190.36
	867400-0	09/17/19	PEN/PAPERCLIPS/TONER CART	10/08/19	\$26.28	\$26.28	602-32-4260	Supplies	\$6,750.00	\$2,190.36
	865924-0	09/05/19	PLANNER/CALENDAR	10/08/19	\$6.22	\$6.22	603-32-4260	Supplies	\$7,000.00	\$2,411.69
	865924-1	09/16/19	DESK PAD	10/08/19	\$2.00	\$2.00	603-32-4260	Supplies	\$7,000.00	\$2,411.69
	867400-0	09/17/19	PEN/PAPERCLIPS/TONER CART	10/08/19	\$26.27	\$26.27	603-32-4260	Supplies	\$7,000.00	\$2,411.69
	867400-0	09/17/19	PEN/PAPERCLIPS/TONER CART	10/08/19	\$26.28	\$26.28	603-32-4260	Supplies	\$7,000.00	\$2,411.69
	865924-0	09/05/19	PLANNER/CALENDAR	10/08/19	\$6.22	\$6.22	604-32-4260	Supplies	\$6,500.00	\$1,984.78
	865924-1	09/16/19	DESK PAD	10/08/19	\$2.00	\$2.00	604-32-4260	Supplies	\$6,500.00	\$1,984.78
	120		OTTERTAIL POWER COMPANY, P.O. BOX 2002, FERGUS FALLS, MN, 56538-2002			\$203.35				
	74498	09/12/19	AIRPORT ELECTRIC	10/08/19	\$223.32	\$223.32	606-11-4280	Utilities	\$5,500.00	\$1,895.03
	74		PITNEY BOWES - PURCHASE POWERS, P.O. BOX 371874, PITTSBURGH, PA, 15250-7874			\$223.32				
	8-2019	08/27/19	POSTAGE	10/08/19	\$335.00	\$335.00	602-32-4260	Supplies	\$6,750.00	\$2,190.36
	8-2019	08/27/19	POSTAGE	10/08/19	\$335.00	\$335.00	603-32-4260	Supplies	\$7,000.00	\$2,411.69
	8-2019	08/27/19	POSTAGE	10/08/19	\$335.00	\$335.00	604-32-4260	Supplies	\$6,500.00	\$1,984.78
	275		RAMSDELL F&M LTD, 308 S VETERANS ST., FLANDREAU, SD, 57028-1437			\$1,005.00				
	337331	09/15/19	TANK RENT/MAINTENANCE FEE/AIRPORT	10/08/19	\$35.00	\$35.00	606-11-4240	Rentals	\$300.00	(\$81.00)
	128		RIVER'S EDGE COOPERATIVE, WEST HWY 32, 1100 W. PIPESTONE AVE., FLANDREAU, SD, 57028-1440			\$35.00				
	9-2019	09/30/19	GAS/OIL	10/08/19	\$41.39	\$41.39	101-01-4263	Gas/Oil	\$500.00	\$66.66
	9-2019	09/30/19	GAS/OIL	10/08/19	\$76.20	\$76.20	101-03-4263	Gas/Oil	\$3,000.00	\$1,960.84
	9-2019	09/30/19	GAS/OIL	10/08/19	\$996.39	\$996.39	101-04-4263	Gas/Oil	\$9,000.00	(\$1,331.89)
	9-2019	09/30/19	GAS/OIL	10/08/19	\$340.09	\$340.09	101-08-4263	Gas/Oil	\$5,000.00	\$1,242.84
	9-2019	09/30/19	GAS/OIL	10/08/19	\$185.49	\$185.49	602-31-4263	Gas/Oil	\$2,000.00	\$476.94
	9-2019	09/30/19	GAS/OIL	10/08/19	\$782.10	\$782.10	603-31-4263	Gas/Oil	\$6,000.00	\$1,903.93
	9-2019	09/30/19	GAS/OIL	10/08/19	\$185.48	\$185.48	604-31-4263	Gas/Oil	\$2,500.00	(\$2,490.09)
	9-2019	09/30/19	GAS/OIL	10/08/19	\$57.75	\$57.75	606-11-4263	Gas/Oil	\$900.00	(\$883.02)
	01-02820-02 R F	09/27/19	ROSE FLUTE PLAYER, PO BOX 125, FLANDREAU, SD, 57028-0125	10/08/19	\$9.14	\$9.14	603-31-3441	Utility Sales	\$2,665,000.00	\$558,778.95
			UTILITY BILLING REFUND-01-02820-02 ROSE FLUTE PLAYER							

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Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
					\$9.14					
	81		SANITATION PRODUCTS, INC., P.O. BOX 166, FARGO, ND, 58107-0166							
	73912	09/25/19	SCRAPER AND BELT ASSY/BELT SPLICE/LOWER ROLL BEARING/SEAL RING/LONG SHOE RUNNER	10/08/19	\$2,420.30	\$2,420.30	101-04-4250	Repairs	\$7,500.00	\$4,211.67
	CN-00091	09/26/19	DIRT DEFLECT EXTEN/ NON-GREASABLE DIRT SHOE	10/08/19	(\$79.36)	(\$79.36)	101-04-4250	Repairs	\$7,500.00	\$4,211.67
	84		SD DEPT. OF HEALTH PUBLIC LAB SERVICES, 615 E 4TH ST, PIERRE, SD, 57501-9971			\$2,340.94				
	10589875	09/15/19	TESTING	10/08/19	\$226.00	\$226.00	602-31-4297	Test Samples	\$1,700.00	\$1,385.00
	460		SD DEPT. OF PUBLIC SAFETY, STATE FIRE MARSHAL, 118 W. CAPITOL AVE., PIERRE, SD, 57501-2036			\$226.00				
	112457	09/13/19	BOILER OPERATION INSPECTION	10/08/19	\$60.00	\$60.00	101-07-4220	Professional Fees	\$0.00	\$0.00
	92		SD RETIREMENT SYSTEM, P.O. BOX 968, SIOUX FALLS, SD, 57101-0968			\$60.00				
	9-2019	09/25/19	RETIREMENT	10/08/19	\$5,455.73	\$5,455.73	101-00-2161	Retirement Payable	\$0.00	(\$5,455.73)
	9-2019	09/25/19	RETIREMENT	10/08/19	\$68.72	\$68.72	211-00-2161	Retirement Payable	\$0.00	(\$68.72)
	9-2019	09/25/19	RETIREMENT	10/08/19	\$1,179.18	\$1,179.18	602-00-2161	Retirement Payable	\$0.00	(\$1,179.18)
	9-2019	09/25/19	RETIREMENT	10/08/19	\$2,312.60	\$2,312.60	603-00-2161	Retirement Payable	\$0.00	(\$2,312.60)
	9-2019	09/25/19	RETIREMENT	10/08/19	\$1,019.07	\$1,019.07	604-00-2161	Retirement Payable	\$0.00	(\$1,019.07)
	9-2019	09/25/19	RETIREMENT	10/08/19	\$40.46	\$40.46	606-00-2161	Retirement Payable	\$0.00	(\$40.46)
	9-2019	09/25/19	RETIREMENT	10/08/19	\$60.68	\$60.68	612-00-2161	Retirement Payable	\$0.00	(\$60.68)
	141		SD SUPPLEMENTAL RETIREMENT PLAN, , P.O. BOX 1098, PIERRE, SD, 57501-1098			\$10,136.44				
	10/9/2019	10/09/19	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	10/08/19	\$38.46	\$38.46	101-17-4135	Retirement-Special	\$1,000.00	\$230.80
	10/9/2019	10/09/19	SUPPLEMENTAL RETIREMENT- LUCAS DAILEY	10/08/19	\$50.00	\$50.00	602-00-2166	Retire. Supplemental Pay	\$0.00	\$50.00
	10/9/2019	10/09/19	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	10/08/19	\$38.46	\$38.46	602-32-4135	Retirement-Special	\$1,000.00	\$230.80
	10/9/2019	10/09/19	SUPPLEMENTAL RETIREMENT-RYAN SHERMAN	10/08/19	\$30.00	\$30.00	603-00-2166	Retire. Supplemental Pay	\$0.00	(\$60.00)
	10/9/2019	10/09/19	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	10/08/19	\$76.93	\$76.93	603-32-4135	Retirement-Special	\$2,000.00	\$461.40
	10/9/2019	10/09/19	SUPPLEMENTAL RETIREMENT- LUCAS DAILEY	10/08/19	\$50.00	\$50.00	604-00-2166	Retire. Supplemental Pay	\$0.00	(\$50.00)
	10/9/2019	10/09/19	SUPPLEMENTAL RETIREMENT-JEFF PEDERSON	10/08/19	\$38.46	\$38.46	604-32-4135	Retirement-Special	\$1,000.00	\$230.80
	1298		SIOUX FALLS AREA HUMANE SOCIETY, 3720 E. BENSON ROAD, SIOUX FALLS, SD, 57104-9610			\$322.31				

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4008		09/16/19	ANIMAL IMPOUND CITY CONTRACT- AUGUST-2019	10/08/19	\$94.62	\$94.62	101-06-4220	Professional Fees	\$600.00	\$55.01
236	SIoux VALLEY ENERGY, P.O. BOX 5512, SIOUX FALLS, SD, 57117-5512				\$94.62	\$94.62				
62214	WATER	09/20/19	ACCT 152050600 ELECTRIC	10/08/19	\$91.00	\$91.00	602-31-4280	Utilities	\$4,000.00	\$1,835.19
1839	SOLID WAS	09/20/19	83330101 SOLID WASTE/ELECTRIC	10/08/19	\$52.00	\$52.00	612-05-4280	Utilities	\$650.00	\$240.00
216	STAN HOUSTON, 3020 W 12TH ST, SIOUX FALLS, SD, 57104-3704				\$143.00	\$143.00				
01-812590		09/25/19	AIR HOSE/EARMUF/SHOCKWAVE IMPACK SET/BITS	10/08/19	\$60.74	\$60.74	101-04-4260	Supplies	\$13,500.00	\$4,125.43
1665	STANDARD INSURANCE COMPANY, PO BOX 645311, CINCINNATI, OH, 45264-5311				\$60.74	\$60.74				
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$4.22	\$4.22	101-00-2168	Life Insurance Payable	\$0.00	(\$4.20)
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$76.27	\$76.27	101-02-4209	Insurance- Life A/P	\$764.00	\$371.18
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$106.50	\$106.50	101-03-4209	Insurance- Life A/P	\$1,380.00	\$536.52
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$21.30	\$21.30	101-04-4209	Insurance- Life A/P	\$268.00	\$97.60
10-2019		09/30/19	SUPPLIES	10/08/19	\$278.26	\$278.26	101-04-4260	Supplies	\$13,500.00	\$4,125.43
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$4.26	\$4.26	101-08-4209	Insurance- Life A/P	\$63.00	\$28.92
10-2019		09/30/19	SUPPLIES	10/08/19	\$223.67	\$223.67	101-08-4260	Supplies	\$20,000.00	\$5,230.70
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$1.70	\$1.70	101-17-4209	Insurance- Life A/P	\$97.00	\$83.40
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$2.13	\$2.13	211-10-4209	Insurance- Life A/P	\$26.00	\$8.96
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$4.22	\$4.22	602-00-2168	Life Insurance Payable	\$0.00	(\$4.22)
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$10.65	\$10.65	602-31-4209	Insurance- Life A/P	\$128.00	\$42.80
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$10.22	\$10.22	602-32-4209	Insurance- Life A/P	\$199.00	\$117.24
10-2019		09/30/19	SUPPLIES	10/08/19	\$39.88	\$39.88	602-32-4260	Supplies	\$6,750.00	\$2,190.36
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$13.44	\$13.44	603-00-2168	Life Insurance Payable	\$0.00	(\$13.44)
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$27.69	\$27.69	603-31-4209	Insurance- Life A/P	\$332.00	\$110.48
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$9.37	\$9.37	603-32-4209	Insurance- Life A/P	\$239.00	\$164.04
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$4.22	\$4.22	604-00-2168	Life Insurance Payable	\$0.00	(\$4.22)
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$10.65	\$10.65	604-31-4209	Insurance- Life A/P	\$128.00	\$42.80
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$5.54	\$5.54	604-32-4209	Insurance- Life A/P	\$145.00	\$100.68
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$1.02	\$1.02	606-11-4209	Insurance- Life A/P	\$12.00	\$3.84
9/17/2019		09/17/19	LIFE INSURANCE	10/08/19	\$1.53	\$1.53	612-05-4209	Insurance- Life A/P	\$18.00	\$5.75
1183	T & R ELECTRIC SUPPLY CO., INC., P.O. BOX 180, COLMAN, SD, 57017-0180				\$856.74	\$856.74				
155085		09/25/19	BASIC PACKAGE/FEE	10/08/19	\$280.00	\$280.00	603-31-4250	Repairs	\$2,000.00	(\$6,451.80)
1418	THE TESSMAN COMPANY, 1300 SYLVAN STREET, SAINT PAUL, MN, 55117-4626				\$280.00	\$280.00				
S301249-IN		09/13/19	TUR 5 STAR CLAY/SMOOTH NAILS	10/08/19	\$206.29	\$206.29	101-08-4260	Supplies	\$20,000.00	\$5,230.70

Council Approval Report for First National Bank--500330
(Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
					\$206.29					
	379		U.S. DEPARTMENT OF ENERGY, WESTERN AREA POWER ADMINISTRATION, PO BOX 6200-15, PORTLAND, OR, 97228-6200							
	990648	09/30/19	FF TRUST BILLING FY20 33% OF O&M OF FLANDREAU	10/08/19	\$1,875.02	\$1,875.02	603-00-1550	Prepaid Expense	\$0.00	(\$714.50)
	990648	09/30/19	FF TRUST BILLING FY20 33% OF O&M OF FLANDREAU (2019)	10/08/19	\$624.98	\$624.98	603-31-4342	WAPA/Maint Cont	\$3,000.00	\$1,130.14
	108		UNITED SYSTEMS TECH, INC., P.O. BOX 744850, ATLANTA, GA, 30374-4850		\$2,500.00					
	251430	09/13/19	E BILLING-BILL #568 & 572	10/08/19	\$1.73	\$1.73	602-32-4293	Contract/Agreement	\$2,500.00	(\$230.68)
	251430	09/13/19	E BILLING-BILL #568 & 572	10/08/19	\$1.74	\$1.74	603-32-4293	Contract/Agreement	\$3,000.00	\$269.32
	251430	09/13/19	E BILLING-BILL #568 & 572	10/08/19	\$1.73	\$1.73	604-32-4293	Contract/Agreement	\$2,750.00	\$436.05
	1456		VAST BROADBAND, PO BOX 35153, SEATTLE, WA, 98124-5153		\$5.20					
	96801 POLICE	09/24/19	014996801 POLICE-PHONE/CABLE/INTERNET	10/08/19	\$259.09	\$259.09	101-02-4280	Utilities	\$11,000.00	\$3,185.49
	96801-FIRE DEPT	09/20/19	000702320-FIRE DEPT-PHONE/CABLE/INTERNET	10/08/19	\$120.34	\$120.34	101-03-4280	Utilities	\$4,800.00	\$899.88
	02402 POOL	09/18/19	000702402-POOL-PHONE	10/08/19	\$58.34	\$58.34	101-07-4280	Utilities	\$16,500.00	\$2,841.28
	7702-COM CENTE	09/24/19	011847702-COM CENTER-PHONE	10/08/19	\$40.46	\$40.46	101-10-4280	Utilities	\$10,000.00	\$686.05
	02101 OFFICE	09/24/19	000702101-OFFICE-PHONE/CABLE/INTERNET	10/08/19	\$151.08	\$151.08	602-32-4280	Utilities	\$3,500.00	\$439.69
	02101 OFFICE	09/24/19	000702101-OFFICE-PHONE/CABLE/INTERNET	10/08/19	\$151.08	\$151.08	603-32-4280	Utilities	\$3,800.00	\$366.19
	02101 OFFICE	09/24/19	000702101-OFFICE-PHONE/CABLE/INTERNET	10/08/19	\$151.07	\$151.07	604-32-4280	Utilities	\$4,000.00	\$892.96
	112		VERIZON WIRELESS, P.O. BOX 25506, LEHIGH VALLEY, PA, 18002-5506		\$931.46					
	9838859569	09/25/19	MOBILE JET PACKS	10/08/19	\$266.09	\$266.09	101-02-4280	Utilities	\$11,000.00	\$3,185.49
	9838859569	09/25/19	MOBILE JET PACKS	10/08/19	\$25.34	\$25.34	602-32-4280	Utilities	\$3,500.00	\$439.69
	9838859569	09/25/19	CELL PHONE	10/08/19	\$36.67	\$36.67	603-31-4280	Utilities	\$7,500.00	\$2,636.21
	9838859569	09/25/19	MOBILE JET PACKS	10/08/19	\$25.34	\$25.34	603-32-4280	Utilities	\$3,800.00	\$366.19
	9838859569	09/25/19	MOBILE JET PACKS	10/08/19	\$25.34	\$25.34	604-32-4280	Utilities	\$4,000.00	\$892.96
	136		VISION SERVICE PLAN, P.O. BOX 742788, LOS ANGELES, CA, 90074-2788		\$378.78					
	10-2019	09/19/19	VISION INSURANCE	10/08/19	\$136.86	\$136.86	101-00-2157	Vision Insurance Payable	\$0.00	(\$119.63)
	10-2019	09/19/19	VISION INSURANCE	10/08/19	\$2.00	\$2.00	211-00-2157	Vision Insurance Payable	\$0.00	(\$2.00)
	10-2019	09/19/19	VISION INSURANCE	10/08/19	\$28.82	\$28.82	602-00-2157	Vision Insurance Payable	\$0.00	(\$28.82)
	10-2019	09/19/19	VISION INSURANCE	10/08/19	\$44.00	\$44.00	603-00-2157	Vision Insurance Payable	\$0.00	(\$44.00)
	10-2019	09/19/19	VISION INSURANCE	10/08/19	\$19.60	\$19.60	604-00-2157	Vision Insurance Payable	\$0.00	(\$19.60)
	10-2019	09/19/19	VISION INSURANCE	10/08/19	\$0.96	\$0.96	606-00-2157	Vision Insurance Payable	\$0.00	(\$0.96)

Council Approval Report for First National Bank--500330
 (Council Approval Report)

Vendor	InvoiceNumber	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	10-2019	09/19/19	VISION INSURANCE	10/08/19	\$1.44	\$1.44	612-00-2157	Vision Insurance Payable	\$0.00	(\$1.44)
	907		WAXDAHL NAPA PLUS LLC, 101 S CRESCENT ST, FLANDREAU, SD, 57028-1716			\$233.68				
	152164	09/28/19	SWITCH-DOOR JAMB/TAPER ROLLER BRG SET	10/08/19	\$114.22	\$114.22	101-03-4250	Repairs	\$9,000.00	\$4,569.92
	151917	09/19/19	ELECTRONIC CLEAN/WD40 SPRAY/GLASS CLEANER/LATEX GLOVE	10/08/19	\$66.17	\$66.17	101-04-4260	Supplies	\$13,500.00	\$4,125.43
	151946	09/20/19	AIR /OIL/FILTERS/SPARK PLUG/OIL	10/08/19	\$115.36	\$115.36	101-08-4260	Supplies	\$20,000.00	\$5,230.70
	152004	09/23/19	CIRCUIT TESTER	10/08/19	\$8.74	\$8.74	101-08-4260	Supplies	\$20,000.00	\$5,230.70
	152005	09/23/19	DIELECTSILICONE COMP	10/08/19	\$7.81	\$7.81	101-08-4260	Supplies	\$20,000.00	\$5,230.70
	152157	09/28/19	OIL FILTER	10/08/19	\$13.39	\$13.39	101-12-4260	Supplies	\$0.00	(\$663.04)
	207		WESCO, LOCKBOX #771751, 1751 SOLUTIONS CENTER DR, CHICAGO, IL, 60677-1007			\$325.69				
	337848	09/09/19	BOX PAD-TRIBE HOUSING	10/08/19	\$1,040.00	\$1,040.00	603-31-4320	Minor Capital Equipment	\$20,000.00	\$11,629.57
	337849	09/09/19	7MTR SKT-TRIBE HOUSING	10/08/19	\$312.08	\$312.08	603-31-4320	Minor Capital Equipment	\$20,000.00	\$11,629.57
	346467	09/23/19	LEOTEKLED STREET LIGHT EC SERIES/RIVERS EDGE	10/08/19	\$1,242.00	\$1,242.00	603-31-4320	Minor Capital Equipment	\$20,000.00	\$11,629.57
	338803	09/10/19	COLD SHRINK 4 SKIRT TER/RISER TIE/MOUNTING BRACKET	10/08/19	\$344.46	\$344.46	603-31-5301	Electric Distribution Imp (\$0.00	(\$813,421.55)

\$2,938.54

\$122,683.90

Total Bills To Pay:

Council Approval Report for First National Bank--500330
 (Council Approval Report)

Vendor	Invoice Number	Date	Description	Due Date	Invoice Amt	Approved Amt	Account Number	Account Description	Budgeted \$	YTD Balance
	1841		INTERNAL REVENUE SERVICE, , OGDEN, UT, 84201-0039							
	NOTICE CP161	06/30/19	NOTICE CP161-PENALTY (LATE FILING OF LATE FILING OF PAYROLL TAXES)	09/23/19	\$121.75	\$121.75	101-01-4901	Miscellaneous	\$1,000.00	(\$7,361.28)
	NOTICE CP220	03/31/19	NOTICE CP0220-PENALTY (ERROR ON 941 FILING)	09/23/19	\$182.39	\$182.39	101-01-4901	Miscellaneous	\$1,000.00	(\$7,361.28)
	NOTICE CP161	06/30/19	NOTICE CP161-PENALTY (LATE FILING OF LATE FILING OF PAYROLL TAXES)	09/23/19	\$121.75	\$121.75	602-31-4901	Miscellaneous	\$500.00	\$477.05
	NOTICE CP220	03/31/19	NOTICE CP0220-PENALTY (ERROR ON 941 FILING)	09/23/19	\$182.39	\$182.39	602-31-4901	Miscellaneous	\$500.00	\$477.05
	NOTICE CP161	06/30/19	NOTICE CP161-PENALTY (LATE FILING OF LATE FILING OF PAYROLL TAXES)	09/23/19	\$121.75	\$121.75	603-31-4901	Miscellaneous	\$1,500.00	\$1,456.37
	NOTICE CP220	03/31/19	NOTICE CP0220-PENALTY (ERROR ON 941 FILING)	09/23/19	\$182.42	\$182.42	603-31-4901	Miscellaneous	\$1,500.00	\$1,456.37
	NOTICE CP161	06/30/19	NOTICE CP161-PENALTY (LATE FILING OF LATE FILING OF PAYROLL TAXES)	09/23/19	\$121.75	\$121.75	604-31-4901	Miscellaneous	\$350.00	\$327.13
	NOTICE CP220	03/31/19	NOTICE CP0220-PENALTY (ERROR ON 941 FILING)	09/23/19	\$182.39	\$182.39	604-31-4901	Miscellaneous	\$350.00	\$327.13
						\$1,216.59				
						\$1,216.59				

Total Bills To Pay:

Agenda Action Form Flandreau City Council

Meeting Date: 10/7/2019

Title: First Reading of Ordinance 591, An Ordinance that Amends Existing Title 12 Zoning to Add a New Chapter Regarding Small Cell Wireless Communication Facilities

Motion Resolution Ordinance Other

Background Information: 5G Wireless technology has created the means for smaller relay devices that will be placed in multiple locations within the community. Ordinance 591 amends Title 12 Zoning to add a chapter regarding these small cell wireless communication facilities (SCFs). The provisions of the chapter establish regulations, siting standards, and removal procedures to protect the public's health, safety, and welfare as well as maintain the aesthetic integrity of the community.

Justification: To ensure the public has access to the latest cellular technology.

Financial Consideration: Permit and recurring fees as set forth in Section 4.18.05 – Small Cell Facility Permits.

City Administrator's Recommendation: Approve

Attachments: Ordinance 591, An Ordinance that Amends Existing Title 12 Zoning to Add a New Chapter Regarding Small Cell Wireless Communication Facilities

ORDINANCE NO. 591

AN ORDINANCE THAT AMENDS EXISTING TITLE 12 ZONING.

BE IT ORDAINED BY THE MUNICIPALITY OF FLANDREAU, MOODY COUNTY, SOUTH DAKOTA, THAT TITLE 12 BE AMENDED TO ADD A NEW CHAPTER 4.18 THAT READS AS FOLLOWS:

CHAPTER 4.18 SMALL CELL WIRELESS COMMUNICATION FACILITIES

Section 4.18.01 Purpose

The provisions of this Chapter shall be known as the Small Cell Facilities Regulation. It is the purpose of these provisions to develop standards and siting criteria, and to establish removal procedures. It is further the purpose of these provisions:

1. To establish regulations and siting standards for small cell wireless communication facilities (SCFs), whether in the public right-of-way or on other public or private property, in a manner that will protect the public's health, safety, and welfare and maintain the aesthetic integrity of the community;
2. To facilitate the provisions of wireless communication services; and
3. To provide regulations which are specifically not intended to, and shall not be interpreted or applied to: (a) prohibit or effectively prohibit the provision of wireless services; (b) unreasonably discriminate among functionally equivalent service providers; or (c) regulate wireless communication facilities and wireless transmission equipment on the basis of the environmental effects of radio frequency emissions to the extent that such emissions comply with the standards established by the Federal Communications Commission.

Section 4.18.02 Definitions

As used in this Chapter, the following terms shall have the meanings set forth below:

1. *Administrative Official* – The City Administrator for the City of Flandreau, South Dakota, or such other person(s) designated by either act of ordinance, resolution, motion, or such other official appointment determination made by the Flandreau City Council for the purpose of overseeing the enforcement of this Chapter.
2. *Antenna* – Any communications equipment that transmits or receives electromagnetic radio frequency signals used in the provisions of wireless services. This definition does not include broadcast radio or television antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

3. *Applicant* – Any person who submits an application as, or on behalf of, a wireless provider.
4. *City* – The City of Flandreau, South Dakota.
5. *Collocation* – The mounting or installation of an antenna or a small cell facility on a pre-existing utility pole or SCF support structure and/or modifying a utility pole or SCF support structure for the purpose of mounting or installing an antenna or SCF on that utility pole or SCF support structure in order to transmit and/or receive radio frequency signals for communications purposes.
6. *FCC* – The Federal Communications Commission.
7. *Height* – The vertical distance measured from the base of the structure at grade to the highest point of the structure, including the antenna.
8. *Network Interface Device* – The telecommunications demarcation and test point separating the wireless facility and the wireline backhaul facility.
9. *Person* – An individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including the City.
10. *Public Right-of-Way or Right-of-Way or ROW* – The surface and space above and below any street, sidewalk, avenue, boulevard, alley, lane, easement, right-of-way, highway or thoroughfare open for public use in which the City has an interest in law or equity, whether held in fee, or other estate or interest, or as a trustee for the public.
11. *Small Cell Facility or SCF* – A wireless facility that either meets both of the following qualifications or is within a stealth design that is consistent with the design guidelines:
 - a. Each antenna is located inside an enclosure of not more than three cubic feet in volume or, in the case of an antenna that has been exposed to the elements, the antenna and all of its exposed elements could fit within an enclosure of no more than three cubic feet; and
 - b. Each provider's equipment enclosures shall be no larger than 28 cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: electric meters, concealment measures, network interface device, underground enclosures, back-up power systems, grounding equipment, power transfer switch, cut-off switches, cable, conduit, and vertical cable runs for the connection of power and other services, and any equipment concealed from public view within or behind an existing structure or concealment.

- c. The facility is mounted (i) on a utility pole or SCF support structure 50 feet or less in height including antennas; (ii) on a utility pole or SCF support structure no more than ten percent (10%) taller than other adjacent structures of substantially similar design; or (iii) on an existing utility pole or SCF support structure on which it is to be located to a height of more than the greater of either fifty feet (50') or the height of such utility pole or SCF support structure plus ten percent (10%).
12. *Small Cell Facility Permit* – A permit authorizing the installation, construction, and maintenance of a small cell facility.
13. *Small Cell Facility Support Structure or SCF Support Structure* – A structure, such as a monopole; tower, either guyed or self-supporting; billboard; building; or other existing structure designed to support, or capable of supporting, SCFs. Such term does not include a utility pole.
14. *Stealth Design* – Any SCF that is integrated as an architectural feature of a utility pole or changes a support structure design so that the purpose of the utility pole or SCF support structure for providing wireless services is not readily apparent. This includes the ability of SCFs to blend into the neighborhood environment at a given location and camouflage or conceal the SCF subject to applicable law.
15. *Utility Pole* – A pole or similar structure that is, or may be used, in whole or in part to facilitate telecommunications, electric, distribution, lighting, traffic control, signage, or to carry lines, cables, or other similar function, or for location or collocation of small cell facilities. Such term does not include a SCF support structure.
16. *Wireless Facility* – Equipment at a fixed location that enables wireless services between user equipment and a communications network, including (a) equipment associated with wireless communications; (b) radio transceivers; (c) antennas; (d) coaxial or fiber optic cable located on a utility pole or SCF support structure or immediately adjacent to the utility pole or SCF support structure or directly associated with equipment located on the utility pole or SCF support structure; (e) regular and backup power supplies and rectifiers; and comparable equipment, regardless of technological configuration. The term includes SCFs but does not include (a) the structure or improvements on, under, or within which the equipment is collocated; or (b) wireline backhaul facilities.
17. *Wireline Backhaul Facility* – An above-ground or underground wireline facility used to transport communications data from a wireless facility network interface device to a network.
18. *Wireless Infrastructure Provider* – A person that builds or installs wireless facilities or utility poles or SCF support structures, but not a wireless provider.
19. *Wireless Provider* – A wireless infrastructure provider or a wireless service provider.

20. *Wireless Services* – Any services, using licensed or unlicensed spectrum, including the use of WiFi, whether at a fixed location or mobile, provided to the public.

21. *Wireless Services Provider* – A person who provides wireless services.

Section 4.18.03 Applicability

1. Permit Processing.

For all SCF installation types, including new and replacement utility poles and SCF collocation to existing SCF support structures or existing utility poles, the Administrative Official shall issue permits in accordance with the terms and procedures set forth in this Chapter.

2. Zoning Exemption.

All SCF installations shall be exempt from general zoning restrictions unless a provision of such zoning code is explicitly cited by a section of this Chapter.

3. Exempt Activities.

This Chapter shall not apply to: (a) routine maintenance; or (b) the replacement of an SCF, utility pole, or SCF support structure which was previously approved pursuant to this Chapter with another SCF, utility pole, or SCF support structure that is the same or substantially similar.

Section 4.18.04 Siting and Collocation Criteria

1. SCFs shall:

- a. Be located on existing structures, such as utility poles or SCF support structures; or
- b. Be located on public property and structures if the controlling public entity agrees to the placement.

2. Applications to collocate SCFs at locations other than those listed in Section 4.18.04(1) may not be approved administratively. However, if an applicant certifies that it is not technically feasible, economically feasible, or places an undue burden to collocate an SCF at a location designated in Section 4.18.04(1), the applicant may request a special review of the application as provided under Section 14.18.05(3). Such certification shall include a written statement indicating the reason why said location is not feasible.

Section 4.18.05 Small Cell Facility Permits

1. Permit Required

An SCF permit shall be required to install any SCF, utility pole, or SCF support structure. Applications for an SCF permit shall be considered and approved pursuant to the provisions of this Section. An SCF permit shall be deemed to include all other municipal permits which may be necessary to place and construct an SCF, utility pole, or SCF support structure as represented in an approved application. The granting of an SCF permit pursuant to this Chapter is not a grant of any franchise. All applications shall first be reviewed administratively and then, if not eligible for administrative approval, may be considered via the special review process.

2. General Review Provisions

- a. Review Period. The Administrative Official must approve or deny all SCF permit applications pursuant to this Chapter (i) within ninety (90) days after the date an application is filed for an SCF permit application to place a new utility pole or SCF support structure, or (ii) within sixty (60) days after the date an application is filed for collocation of an SCF. If approved, the permit shall be issued on or before day ninety (90) or sixty (60).
- b. Tolling of Review Period. An applicant and the Administrative Official can mutually agree in writing to toll the applicable review period at any time.
- c. Final Decision. By the end of the applicable review period, the City must advise the applicant in writing of its final decision. If the final decision is to deny the application, the final decision shall state the basis for denial, including specific code provisions on which the denial is based.
- d. Nondiscrimination. The Administrative Official shall process all applicants under this Chapter in a nondiscriminatory manner. Aesthetic requirements shall be (i) reasonable, (ii) no more burdensome than for other types of infrastructure deployments, and (iii) objective and published in advance.

3. Small Cell Facility Permit Process

- a. Administrative Review Process:

An application submitted pursuant to this subsection shall be reviewed as follows:

- (i) Submission of Application: Applicant shall submit a complete SCF Application accompanied by any corresponding application fee to the Administrative Official.

- (ii) Review for Completeness: The Administrative Official shall review the application for completeness following submittal. The Administrative Official must provide a written notice of incompleteness to the Applicant within ten (10) days of receipt of the SCF Permit Application, clearly and specifically delineating all missing information. Information specified in a notice of incompleteness shall be limited to that which is relevant to the approval or denial of an Application under this Chapter. Applicant shall then submit all information specified in the notice of incompleteness. The applicable review period shall restart at zero on the date the Applicant provides the missing information to complete the application. For subsequent determinations of incompleteness, the applicable review period shall be tolled if the Administrative Official provides written notice within ten (10) days that the supplemental submission did not provide the information identified in the original notice delineating missing information. The applicable review period will continue, and shall not restart at zero, on the date the Applicant provides the missing information identified in a subsequent incompleteness review.
- (iii) An application may not be approved via the Administrative Review Process unless the proposed SCF, Utility Pole, or SCF Support Structure meets all applicable location and design requirements of this Chapter. An application shall be approved via the Administrative Review Process if the proposed SCF, Utility Pole, or SCF Support Structure meets all applicable location and design requirements of this Chapter.

b. Special Review Process:

- (i) An Applicant may request a Special Review of an application which is not eligible for administrative approval due to not meeting the applicable location or design requirements of this Chapter and where compliance with said requirements is not technically feasible, economically feasible, or poses an undue burden.
- (ii) Special Reviews shall be conducted by the Board of Adjustment in a public meeting. Notice of such meeting shall comply with SDCL 1-25-1.1. The review hearing and final decision shall take place within the applicable sixty (60) or (90) day review period which shall begin on the date a complete application is submitted to the Administrative Official.

- (iii) The Board of Adjustment must approve, by majority vote of all members, an SCF application upon finding that the proposed installation has no reasonable alternative which better fits the location and design requirements of this Chapter. The Board shall deny an application which does have a reasonable alternative which better fits the location and design requirements of this Chapter. For an alternative to be reasonable, the alternative must be technically feasible, economically feasible, and must not impose an undue burden.
- (iv) After the Board of Adjustment has made a determination on an SCF application, the Administrative Official shall issue an SCF permit if the application was approved. If denied, the Administrative Official shall provide a notice of final decision including the grounds upon which the Board of Adjustment denied the application.

4. Small Cell Facility Permit Applications

a. Application Form:

The Administrative Official shall designate or develop an Application Form for an SCF Permit. An Applicant may include requests for new or replacement Utility Poles or SCF Support Structures. The Administrative Official shall allow for Applications to be consolidated pursuant to this Section. Each Applicant must submit a complete Application for each permit desired.

b. Consolidated Applications:

Each SCF Permit request in a Consolidated Application shall be considered individually.

c. All Applications for the placement of an SCF, including modification or construction of a Utility Pole or SCF Support Structure submitted under this Chapter shall include the following:

- (i) Photo Simulations: A photo simulation of a reasonably representative installation type that includes to-scale visual simulations that show unobstructed before-and-after construction daytime views from at least two angles, together with a map that shows the location of the proposed installation, including all equipment. A separate set of such materials shall be required for any design which is materially different.

- (ii) Noise Study: A noise study for the SCF (1) requested by the City, (2) the proposed site is within twenty (20) feet of a residential structure, and (3) the application proposes to utilize equipment which may produce a persistent or chronic audible tone at such distance.
- (iii) Radio Frequency (RF) Emissions Compliance: Whereas the FCC has exclusive jurisdiction to establish radio frequency emission safety standards, the City may only require a written report or statement, signed and sealed by a South Dakota licensed engineer or signed by a competent employee of the applicant, which explains compliance with the RF emissions limits established by the FCC.
- (iv) Utility Pole or SCF Support Structure Inspection: For collocations or modifications to existing Utility Pole or SCF Support Structure, Applicant shall inspect the structure to which a proposed SCF would be attached and determine, based on a structural engineering analysis by a South Dakota registered professional engineer, the suitability of the Pole or structure for the Applicant's purposes. The structural engineering analysis shall be submitted to the Administrative Official and shall certify that the Utility Pole or SCF Support Structure can reasonably support the proposed SCF.
- (v) New and Replacement Utility Poles and SCF Support Structures: For new and replaced Utility Poles and SCF Support Structures, Applicant shall submit foundation drawings demonstrating the foundation and new or replacement Utility Pole or SCF Support Structure can reasonably support the SCF.
- (vi) Design Justification: A clear and complete written analysis that explains how the proposed design complies with the applicable design standards under this Section. A complete design justification must identify all applicable design standards under this Chapter and provide a factually detailed reason why the proposed design either complies or cannot feasibly comply.
- (vii) Site Plan: A site plan clearly indicating the location, type, height and width of the proposed pole, on-site land uses and zoning, adjacent land uses and zoning, distances to nearby objects, structures, and property lines, adjacent roadways, proposed means of access, utility runs, and other information which may uniquely impact the SCF's fitness for a particular site.

- (viii) Aesthetic Compliance Summary: An explanatory statement of aesthetic considerations and requirements factored into Applicant's design such as stealthing, finishing, fencing, landscaping, or other elements which may impact the visual appeal of the SCF.
- (ix) A clear and complete written statement of purpose which shall minimally include: (1) a description of the technical objective to be achieved; (2) a to-scale map that identifies the proposed site location and the targeted service area to be benefited by the proposed project; and (3) full-color signal propagation maps.

5. General Standards

a. Utility Pole Design:

An existing Utility Pole may be replaced or extended to accommodate Small Cell Facilities subject to the following requirements:

- (i) Replacement and New Utility Poles: Replacement Utility Poles shall be substantially similar to the width, color, and material of the original or adjacent Utility Poles. The City may approve minor deviations up to the minimum additional height needed to allow for the required clearance from electrical wires to accommodate an antenna or antennas and may also approve minor deviations up to fifty percent (50%) of the pole width at its base, not to exceed thirty inches (30"), when housing equipment is placed within the pole base. Replacement Utility Poles shall be located as close as possible to the existing Utility Pole, and the replaced Utility Pole shall be removed. Replacement street lights and poles shall conform to the adopted streetscape design standard for the zoning district. New Utility Poles shall mimic the design of a Replacement Utility Pole that is most suitable for the proposed location.
- (ii) Replacement and Existing Utility Pole Height: The height of any antennas at the top of a replacement or existing Utility Pole or any pole extender, shall be no higher than the greater of either fifty feet (50') or the height of such Utility Pole or SCF Support Structure plus ten percent (10%).
- (iii) Equipment Concealed: Whenever technically feasible, antennas, cabling, and equipment shall be fully concealed within a Pole, or otherwise camouflaged to appear to be an integrated part of a Pole.

- (iv) Flush-Mounting and Pole-top Antennas: When technically feasible, antennas will be flush-mounted on a Pole, which means either: (1) mounted directly to the pole with no gap other than that which may be required for screws, bolts, or similar hardware; (2) located at the top of the Pole; or side mounted by mounted arm as needed for required clearance . Canisters attached to the top of a Pole shall not exceed the diameter of the Pole, unless technically required, and then shall not be more than fifty percent (50%) greater than the diameter of the Pole at the point of attachment or up to sixteen inches (16”) in diameter, whichever is greater.
- (v) Antenna Design: Each antenna shall be located in an enclosure of no more than three (3) cubic feet in volume, or in case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an enclosure of no more than three (3) cubic feet.
- (vi) No Illumination: Small Cell Facilities shall not be illuminated except for small status LEDs installed by the manufacturer. Such LEDs may not be of a nature which is likely to distract a vehicle or pedestrian due to brightness, size, blinking, other similar condition, or any combination thereof.
- (vii) Generators and Battery Backup: Generators are not permitted for Small Cell Facilities. A battery backup may be permitted if it is concealed consistent with the provisions of this Chapter.
- (viii) Cabinet Location and Dimensions: Any equipment cabinet for a Small Cell Facility shall utilize the smallest cabinet enclosure that is technically feasible to enclose the equipment. Disconnect switches may be located outside of the primary equipment cabinet.
- (ix) Painting, Coating, or Finish Material: The exterior of an SCF shall be painted, coated, or be of a material which draws minimal attention from an observer. For example, an SCF painted in blaze orange or safety green is highly likely to draw attention and be distracting. An SCF finished with polished aluminum is more likely to be distracting than an SCF finished with matte grey paint.

b. Ground-Mounted Equipment:

To allow full use of the Public Right-of-Ways by pedestrians, bicyclists, and other users, all ground-mounted equipment, excluding antennas, shall to the

extent feasible be either (i) underground, (ii) incorporated into street furniture, or (iii) concealed in the base of a Pole, and in all cases shall comply with the Americans with Disabilities Act (ADA), City construction standards, and any applicable State or federal regulations in order to provide clear and safe passage within the Public Right-of-Ways. The location of any ground-mounted equipment shall also comply with the Americans with Disabilities Act (ADA), City Construction Standards, and any applicable State or federal regulations in order to provide clear and safe passage within the Public Right-of-Ways.

c. Building-Mounted Small Cell Facilities:

Antennas may be mounted to a building if the antennas do not interrupt the building's architectural theme.

- (i) **Balanced Design:** Small Cell Facilities attached to the side or roof of buildings shall employ a symmetrical, balanced design for all façade-mounted antennas. Subsequent deployments on a structure's exterior will be required to ensure consistent design, architectural treatment and symmetry with any existing Small Cell Facilities on the same side of the structure.
- (ii) **Architectural Preservation:** The interruption of architectural lines or horizontal or vertical reveals is prohibited unless demonstrated to be unavoidable.
- (iii) **Complementary Architecture:** New architectural features, such as columns, pilasters, corbels, or other ornamentation that conceal an antenna or antennas, may be used only if the new feature complements the architecture of the existing building.
- (iv) **Mounting Brackets:** Small Cell Facilities shall utilize the smallest mounting brackets necessary in order to provide the smallest offset from the building.
- (v) **Concealment:** Skirts or shrouds shall be utilized on the sides and bottoms of antennas in order to conceal mounting hardware, create a cleaner appearance, and minimize the visual impact of the antennas. Exposed conduit, cabling and wiring is prohibited.
- (vi) **Matching Paint:** Small cell facilities, and all visible mounting hardware, shall be painted and textured to match adjacent building surfaces.
- (vii) **Permission:** All installations of a Small Cell Facility shall have permission from the Utility Pole or SCF Support Structure owner

to install the Small Cell Facility on such Utility Pole or SCF Support Structure. Nothing in this Section affects the need for an Applicant seeking to place a Small Cell Facility on a Utility Pole or SCF Support Structure that is not owned by the City to obtain from the owner of the Utility Pole or SCF Support Structure any necessary authority to place the Small Cell Facility, nor shall any provision of this Section be deemed to affect the rates, terms, and conditions for access to or placement of a Small Cell Facility on a Utility Pole or SCF Support Structure not owned by the City. This Section does not affect any existing agreement between the Administrative Official and an entity concerning the placement of Small Cell Facilities on any City-owned Utility Pole or SCF Support Structure.

d. Preferred Projecting or Marquee Sign:

Small Cell Facilities replicating a projecting or marquee sign must comply with the City's sign regulations. All antennas shall be completely screened by the façade of the sign. All cables and conduit to and from the sign shall be routed from within a building wall. Cable coverings may be allowed on the exterior of the building wall in limited circumstances and in situations where the coverings are minimally visible and concealed to match the adjacent building surfaces.

e. Parking Lot Lighting:

Small Cell Facilities are permitted as attachments to or replacements of existing parking lot light fixtures. The design of the parking lot light fixture shall be in accordance with applicable Municipal Code and Construction Standards, except that a pole extender up to five (5) feet in height may be utilized.

f. Purely Aesthetic Standards:

To the extent that a requirement is purely aesthetic, an SCF applicant shall not be required to meet a more burdensome standard than other users of the right-of-way. Other users of the right-of-way shall meet the purely aesthetic standards of this Chapter for new or replacement deployments to the extent which is technically and economically feasible.

6. Permit Conditions

- a. A permittee shall comply with all applicable law, including, but not limited to, applicable historic preservation ordinances of the City and utility undergrounding requirements.

- b. Issuance of any permit pursuant to this Chapter shall not confer any ownership rights in the Public Right-of-Way.
- c. No permittee may construct, operate, place, locate, or maintain any Small Cell Facility so as to interfere with the use of the Public Right-of-Way by the City, the general public, or any other persons authorized to use or be present in or upon the Public Right-of-Way.
- d. No permittee or affiliate thereof shall take any action or cause any action to be done which may impair or damage any ROW, or other property located in, on or adjacent thereto. Any and all Public Right-of-Way, public property, or private property that is disturbed or damaged by the permittee or affiliate thereof during the construction, operation, maintenance, or repair of a Small Cell Facility shall be promptly repaired by permittee. In the event permittee fails to make such repairs within a reasonable time period, the City may complete or cause to be completed the repair work and bill the actual and reasonable costs to the permittee. Public property, private property, and Public Right-of-Way must be restored to as good a condition as before the disturbance or damage occurred to the reasonable satisfaction of the City.
- e. In the event of an unexpected repair or emergency, the owner of a Small Cell Facility may commence such repair and emergency response work as required under the circumstances, provided it shall notify the City promptly before such repair or emergency work, or the next day thereafter if advance notice is not practicable.
- f. Each permittee shall maintain its facilities in good and safe condition and in a manner that complies with all applicable federal, state, and local requirements. Permittee shall be responsible for all electrical or other utility costs associated with operating each installed SCF.
- g. Every Small Cell Facility shall be subject to the right of periodic inspection by the City, after notification to the Small Cell Facility owner. Each operator must respond to requests for information regarding its system and plans for the system as the City may from time to time issue, including requests for information regarding its plans for construction, operation and repair of the Public Right-of-Way.
- h. The City retains the right and privilege, after notifying the Small Cell Facility owner, to move any Small Cell Facility located within the Public Right-of-Way as the City may determine to be necessary, in response to any public health or safety emergency.
- i. To the extent permitted by South Dakota law, the City shall not be liable for any damage to any Small Cell Facility within the Public Right-of-Way as a

result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the Public Right-of-Way by or on behalf of the City, except to the extent such damage is due to or caused by the City's negligence or willful misconduct.

- j. Restoration shall comply with the following:
 - (i) When a permittee, or any person acting on its behalf, does any work in or affecting any Public right-of-way, it shall, at its own expense, promptly remove any obstructions therefrom and restore such right-of-way or property to the same, or better than the, condition which existed before the work was undertaken. As used in this Section, "promptly" shall mean as soon as required by the City in the reasonable exercise of the City's discretion.
 - (ii) If weather or other conditions do not permit the complete restoration required hereunder, the permittee shall temporarily restore the affected right-of-way or property. Such temporary restoration shall be at the permittee's sole expense, and the permittee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.
 - (iii) A permittee or other person acting on its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting the right-of-way.
 - (iv) Restoration and repair work shall be the responsibility of the permittee for two (2) years after completion thereof. Such work shall be limited to further restoration or repairs arising out of deficient completion of the initial work but shall not include further restoration or repairs arising out of events not related to the initial completion of the work.
- k. The site and Small Cell Facilities and SCF Support Structures, including all landscaping, fencing and related transmission equipment must be maintained at all times in a neat and clean manner and in accordance with all approved plans. This includes, but is not limited to, mowing, weeding and trimming.
- l. All graffiti on Small Cell Facilities must be removed at the sole expense of the permit holder after notification by the City to the owner or operator of the small cell facilities.
- m. Certificate of Completion

- (i) A certificate of completion will only be granted upon satisfactory evidence that the SCF was installed in substantial compliance with the approved plans and photo simulations.
 - (ii) If it is found that the SCF installation does not substantially comply with the approved plans and photo simulations, the applicant shall make any and all such changes required to bring the SCF installation into compliance within the timeframe established by the municipality. Failing to obtain a Certificate of Completion within the applicable timeframe shall cause a permit to be revoked.
- n. Compliance: All Small Cell Facilities must comply with all standards and regulations of the FCC and any State or other federal government agency with the authority to regulate small cell facilities.
- o. Applicant Insurance

Each applicant shall secure and maintain liability insurance policies, as accepted by the City, insuring the applicant and including the City, and its elected and appointed officers, officials, boards, commissions, agents, representatives, and employees as additional insureds, as their interest may appear under this Section except workers compensation and employer's liability, which insurance shall be maintained during and for one (1) years after termination of the permit. Expected coverage shall be the same or substantially similar to the following:

- (i) General liability insurance with limits of:
 - 1. \$5,000,000.00 per occurrence for bodily injury (including death); and
 - 2. \$2,000,000.00 for property damage resulting from any one accident; and
 - 3. \$5,000,000.00 general aggregate including premise-operations, products/completed operations, and explosions, collapse and underground hazards.
- (ii) Automobile liability for owned, non-owned and hired vehicles in the amount of \$2,000,000 combined single limit for each accident for bodily injury and property damage.

- (iii) Worker's compensation within State statutory limits and employer's liability insurance with limits of \$1,000,000 each accident/disease/policy limit.

Upon receipt of notice from its insurer(s), Applicant shall provide City with thirty (30) days prior written notice of cancellation of any required coverage.

The applicant shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.

p. Financial Assurance

Upon approval of an SCF application, the permittee shall post a bond, letter of credit, or other form of surety acceptable to the City.

- (i) The purpose of such financial assurance shall be to:
 - 1. Provide for the removal of abandoned or improperly maintained SCFs, including those that the City determines need to be removed to protect public health, safety, or welfare;
 - 2. Restoration of the ROW in connection with removals as provided for in this Chapter; or
 - 3. Recoup rates or fees that have not been paid by the permittee in over 12 months, so long as the permittee has received reasonable notice from the City of any of the non-compliance listed above and an opportunity to cure.
- (ii) The amount of the financial assurance shall be \$200.00 per approved SCF permit. For permittees with multiple SCFs within the City, the total amount of financial assurance across all facilities may not exceed \$10,000.00, which amount may be combined into one surety instrument.

7. Relocation

All Small Cell Facilities shall be constructed and maintained so as not to obstruct or hinder the usual travel on or safety of the public right-of-way or obstruct any legal use of the City's right-of-way or uses of the right-of-way by utilities or other providers. If, in the reasonable determination of the City, a Small Cell Facility needs to be relocated for reasons of public health, safety or welfare, or ROW maintenance or construction projects, then the Small Cell Facility shall be relocated at the owner's

or operator's expense. If the owner or operator of the Small Cell Facility fails to complete any relocation as required by the City within ninety (90) days of mailing of written notice, the City may commence and complete the relocation and charge the owner or operator of the Small Cell Facility for the actual and reasonable costs of the relocation, including reasonable any attorneys' fees and expenses.

8. Removal of Abandoned Small Cell Facilities, Utility Poles, and other SCF Support Structures

Any SCF, Utility Pole or other SCF Support Structure that is not operated for a continuous period of twelve (12) months or is no longer authorized by a Small Cell Facility Permit, or other permit, shall be considered abandoned, and the owner of such SCF, Utility Pole or other SCF Support Structure shall so notify the City in writing and remove the same within ninety (90) days of giving notice to the City of such abandonment. Failure to remove an SCF, Utility Pole, or other SCF Support Structure within said ninety (90) days shall be grounds for the City to remove the SCF, Utility Pole, or SCF Support Structure, at the owner's expense, including all costs and reasonable attorneys' fees.

If there are two (2) or more users of a single Utility Pole or SCF Support Structure, then these provisions shall not become effective until all users cease using the Utility Pole or SCF Support Structure.

9. General Indemnification

In addition to, and distinct from, the insurance requirements of this Chapter, each Applicant hereby agrees to defend, indemnify and hold harmless the City and its officers, officials, boards, commissions, employees, agents and representatives from and against any and all damages, losses, claims and expenses, including reasonable attorneys' fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the acts, omissions, failure to act or misconduct of the applicant or its affiliates in the construction, installation, operation, maintenance, repair, removal or replacement of the SCF. This Section shall not require the Applicant to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of or resulting from the negligence or willful misconduct of the City.

10. Appeal Process

If a permit is denied in the administrative review process, then the applicant may appeal that decision to a court of competent jurisdiction or the Federal Communications Commission.

11. Application Fees and Rates

a. Application Fees:

A permit for SCF including a Utility Pole or SCF structure shall be limited to \$500 for up to five SCFs, and \$100 for each additional SCF on the application.

b. Recurring Fees:

A wireless provider authorized under this Chapter to place SCFs upon any related Utility Pole or SCF Support Structure in the ROW shall pay to the City an annual ROW access fee of up to \$270 per site per year to cover all recurring fees, including the cost of ongoing monitoring of each site for compliance with the terms of this Chapter and for the health, safety, and welfare of the general public, and for the attachment of SCF's to City-owned or controlled Utility Poles or SCF Support Structures. Recurring fees shall be paid annually in accordance with the City's standard billing or invoicing procedures, as the case may be. The City Council shall establish and adjust recurring fee rates by resolution.

c. The application fee and the recurring fees under this Section shall be the sole compensation that the Wireless Provider shall be required to pay the City. However, the rates of either the application fee or the recurring fees may be increased due extreme circumstances but in no case may such fees exceed a reasonable approximation of the City's actual and reasonable costs. In addition, such fees must be objectively reasonable, and no higher than charged to similarly-situated competitors in similar situations.

12. Severability

The various parts, sentences, paragraphs, Sections and clauses of this Chapter are hereby declared to be severable. If any part, sentence, paragraph, Section or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Chapter shall not be affected thereby.

13. Conflict

Subject to the limitation set forth in this Chapter, these Small Cell Facilities Regulations are in addition to other regulations in the Municipal Code. In case of a conflict between regulations, and provided the regulation is consistent with federal law, the more restrictive provisions shall apply.

Dated this 21st day of October, 2019.

Mark R. Bonrud
Mayor

First Reading: October 7th, 2019
Second Reading: October 21st, 2019
Published: October 30th, 2019
Effective: November 19th, 2019

ATTEST:

Jeff Pederson
City Administrator

(SEAL)

Agenda Action Form Flandreau City Council

Meeting Date: 10/7/2019

Title: Resolution 2019-09, Resolution Providing for a Surcharge for Improvements to Water System, for Payment of a Revenue Bond and Yearly Review of the Surcharge

Motion Resolution Ordinance Other

Background Information: Issue of a Water Project Revenue Bond in the amount of \$2,552,000, purchased by the United States Department of Agriculture (USDA), provides permanent financing for the Water/Sewer Project. Resolution 2019-09 authorizes a water surcharge to be assessed to customers to generate income to fund principal and interest payments due monthly to USDA, including a 1.5% delinquency rate and a 10% annual debt service reserve.

The Annual Debt Service requirement per bond counsel is \$110,263.70; Monthly payments will be remitted to USDA in the amount of \$8,243.00; the balance of the surcharge collected will be retained in an account for delinquency and debt service reserve. To calculate the surcharge income required, annual water usage of all customers was averaged over a five year period. Using the annual debt service required and the average number of gallons billed over five years, an increase of \$1.70 per 1,000 gallons billed was deemed to be a surcharge amount sufficient to fund USDA payments, delinquency, and debt service reserve. The surcharge will be implemented over a twenty-four (24) month period of time as follows: twelve (12) months at 50% of the total surcharge; the next twelve (12) months at 75% of the total surcharge; with the surcharge implemented in full at 100% at twenty-four (24) months. The balance of revenue required for annual debt service during the first twenty-four (24) months will come from reserve funds in the Water Utility.

Justification: Generate revenue sufficient to meet debt service requirement for 2019 Water Revenue Bond

Financial Consideration: Monthly surcharge income will produce sufficient income for loan payments, delinquency and annual debt service reserve.

City Administrator's Recommendation: Approval

Attachments: Resolution 2019-09, Resolution Providing for a Surcharge for Improvements to Water System, for Payment of a Revenue Bond and Yearly Review of the Surcharge

RESOLUTION 2019-09

A RESOLUTION PROVIDING FOR A SURCHARGE FOR IMPROVEMENTS TO WATER SYSTEM, FOR PAYMENT OF A REVENUE BOND AND YEARLY REVIEW OF THE SURCHARGE

1. **Surcharge for Bond Issue.** There shall be charged a monthly surcharge for the services provided by the improvement financed by the Rural Development Loan. The surcharge for the loan shall be segregated from other revenues of the city and shall be used for the payment of the Water Project Revenue Bond, Series 2019 (the "Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.
2. **Rates and collection.** The City does hereby establish the special charge or surcharge payable by each customer of its system who receives or benefits from the services of the project financed with the Borrower Bond. Such charge or surcharge shall be set at a level which, assuming a 1.5% delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Bond and all other payments as may be required under the loan and Bond. The collection of the Surcharge will start on a date prior to the first payment date that will allow the City to collect funds sufficient to pay the accrued interest on the Initial Loan Amortization Date. The City Council shall determine said date with consultation with City personnel.
3. **Bond Surcharge.** The following initial surcharge shall be applicable to all customers served until adjusted under paragraph 5:

Water Project Revenue Bond, Series 2019: \$1.70 per 1,000 gallons of water billed to customer

The surcharge will be implemented over a twenty-four (24) month period of time as follows: twelve (12) months at 50% of the total surcharge; the next twelve (12) months at 75% of the total surcharge; with the surcharge implemented in full at 100% at twenty-four (24) months. The balance of revenue required for loan repayment during the first twenty-four (24) months will come from unobligated reserve balance of the utility. The surcharge shall remain in effect until such time as the Bond is paid in full. The surcharge shall be collected at the same time as other charges of the system. The surcharge is found to be equitable for the services provided by the improvements.

4. **Segregation.** The debt service surcharge shall be segregated from other income of the system in a separate book keeping account and is pledged to the United States acting through Rural Development for the payment of the loan payments on the Bond.
5. **Yearly review.** The amount of the surcharge shall be reviewed from year to year and may be modified in order to provide such funds as are set forth herein. The charges

shall be reviewed yearly by the City Council and administratively adjusted, upwards or downwards, to such amounts as may be necessary to pay principal, interest, administrative surcharge and other charges as may become due and owing under the loan or Bond.

6. **Billing and Accounting.** The surcharge shall be included in the monthly user bill. Nothing contained herein requires the surcharge be indicated on the billing, however, the surcharge segregation shall be indicated on the books of the City.
7. **Automatic Repeal.** The surcharge for the Bond shall be automatically repealed when the Borrower Bond is paid in full.
8. **Partial Invalidity.** If any one or more of the provisions of this Resolution shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

Mayor

ATTEST:

Finance Officer

Adopted: October 7th, 2019
Published: October 16th, 2019
Effective: November 5th, 2019

Agenda Action Form Flandreau City Council

Meeting Date: 10/7/2019

Title: Resolution 2019-10, Resolution Providing for a Surcharge for Improvements to Sewer System, for Payment of a Revenue Bond and Yearly Review of the Surcharge

Motion Resolution Ordinance Other

Background Information: Issue of a Sewer Project Revenue Bond in the amount of \$3,620,000, purchased by the United States Department of Agriculture (USDA), provides permanent financing for the Water/Sewer Project. Resolution 2019-10 authorizes a sewer surcharge to be assessed to customers to generate income to fund principal and interest payments due monthly to USDA, including a 1.5% delinquency rate and a 10% annual debt service reserve.

The Annual Debt Service requirement per bond counsel is \$140,276.72. Monthly payments will be remitted to USDA in the amount of \$11,693.00; the balance of the surcharge collected will be retained in an account for delinquency and debt service reserve. To calculate the surcharge income required, annual water usage of all customers was averaged over the four winter months (December thru March) for a five year period. Using the annual debt service required and the average number of gallons billed for the winters month over five years, an increase of \$1.55 per 1,000 gallons billed was deemed to be a surcharge amount sufficient to fund USDA payments, delinquency, and debt service reserve. The surcharge will be implemented over a twenty-four (24) month period of time as follows: twelve (12) months at 50% of the total surcharge; the next twelve (12) months at 75% of the total surcharge; with the surcharge implemented in full at 100% at twenty-four (24) months. The balance of revenue required for annual debt service during the first twenty-four (24) months will come from reserve funds in the Sewer Utility.

Justification: Generate revenue sufficient to meet debt service requirement for 2019 Sewer Revenue Bond

Financial Consideration: Monthly surcharge income will produce sufficient income for loan payments, delinquency and annual debt service reserve.

City Administrator's Recommendation: Approval

Attachments: Resolution 2019-10, Resolution Providing for a Surcharge for Improvements to Sewer System, for Payment of a Revenue Bond and Yearly Review of the Surcharge

RESOLUTION 2019-10

A RESOLUTION PROVIDING FOR A SURCHARGE FOR IMPROVEMENTS TO SEWER SYSTEM, FOR PAYMENT OF A REVENUE BOND AND YEARLY REVIEW OF THE SURCHARGE

1. **Surcharge for Bond Issue.** There shall be charged a monthly surcharge for the services provided by the improvement financed by the Rural Development Loan. The surcharge for the loan shall be segregated from other revenues of the city and shall be used for the payment of the Sewer Project Revenue Bond, Series 2019 (the "Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.
2. **Rates and collection.** The City does hereby establish the special charge or surcharge payable by each customer of its system who receives or benefits from the services of the project financed with the Bond. Such charge or surcharge shall be set at a level which, assuming a 1.5% delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Bond and all other payments as may be required under the loan and Bond. The collection of the Surcharge will start on a date prior to the first payment date that will allow the City to collect funds sufficient to pay the accrued interest on the Initial Loan Amortization Date. The City Council shall determine said date with consultation with City personnel.
3. **Bond Surcharge.** The following initial surcharge shall be applicable to all customers served until adjusted under paragraph 5:

Sewer Project Revenue Bond, Series 2019: \$3.10 per 1,000 gallons of water billed to customer.

The surcharge will be implemented over a twenty-four (24) month period of time as follows: twelve (12) months at 50% of the total surcharge; the next twelve (12) months at 75% of the total surcharge; with the surcharge implemented in full at 100% at twenty-four (24) months. The balance of revenue required for loan repayment during the first twenty-four (24) months will come from unobligated reserve balance of the utility. The surcharge shall remain in effect until such time as the Bond is paid in full. The surcharge shall be collected at the same time as other charges of the system. The surcharge is found to be equitable for the services provided by the improvements.

4. **Segregation.** The debt service surcharge shall be segregated from other income of the system in a separate book keeping account and is pledged to the United States of America acting through Rural Development for the payment of the loan payments on the Bond.
5. **Yearly review.** The amount of the surcharge shall be reviewed from year to year and may be modified in order to provide such funds as are set forth herein. The charges

shall be reviewed yearly by the City Council and administratively adjusted, upwards or downwards, to such amounts as may be necessary to pay principal, interest, administrative surcharge and other charges as may become due and owing under the loan or Bond.

6. **Billing and Accounting.** The surcharge shall be included in the monthly user bill. Nothing contained herein requires the surcharge be indicated on the billing, however, the surcharge segregation shall be indicated on the books of the City.
7. **Automatic Repeal.** The surcharge for the Bond shall be automatically repealed when the Bond is paid in full.
8. **Partial Invalidity.** If any one or more of the provisions of this Resolution shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

Mayor

ATTEST:

Finance Officer

Adopted: October 7th, 2019
Published: October 16th, 2019
Effective: November 5th, 2019

Agenda Action Form Flandreau City Council

Meeting Date: 10/7/2019

Title: Resolution 2019-11, Resolution Providing for a Surcharge for Improvements to Sewer System, for Payment of a Revenue Bond and Yearly Review of the Surcharge

Motion Resolution Ordinance Other

Background Information: Issue of a Sewer Project Revenue Bond in the amount of \$480,000, purchased by the United States Department of Agriculture (USDA), provides permanent financing for the Water/Sewer Project. Resolution 2019-11 authorizes a sewer surcharge to be assessed to customers to generate income to fund principal and interest payments due monthly to USDA, including a 1.5% delinquency rate and a 10% annual debt service reserve.

The Annual Debt Service requirement per bond counsel is \$18,600.23. Monthly payments will be remitted to USDA in the amount of \$1,550.00; the balance of the surcharge collected will be retained in an account for delinquency and debt service reserve. To calculate the surcharge income required, annual water usage of all customers was averaged over the four winter months (December thru March) for a five year period. Using the annual debt service required and the average number of gallons billed for the winters month over five years, an increase of \$0.20 per 1,000 gallons billed was deemed to be a surcharge amount sufficient to fund USDA payments, delinquency, and debt service reserve. The surcharge will be implemented over a twenty-four (24) month period of time as follows: twelve (12) months at 50% of the total surcharge; the next twelve (12) months at 75% of the total surcharge; with the surcharge implemented in full at 100% at twenty-four (24) months. The balance of revenue required for annual debt service during the first twenty-four (24) months will come from reserve funds in the Sewer Utility.

Justification: Generate revenue sufficient to meet debt service requirement for 2019 Sewer Revenue Bond

Financial Consideration: Monthly surcharge income will produce sufficient income for loan payments, delinquency and annual debt service reserve.

City Administrator's Recommendation: Approval

Attachments: Resolution 2019-11, Resolution Providing for a Surcharge for Improvements to Sewer System, for Payment of a Revenue Bond and Yearly Review of the Surcharge

RESOLUTION 2019-11

A RESOLUTION PROVIDING FOR A SURCHARGE FOR IMPROVEMENTS TO SEWER SYSTEM, FOR PAYMENT OF A REVENUE BOND AND YEARLY REVIEW OF THE SURCHARGE

1. **Surcharge for Bond Issue.** There shall be charged a monthly surcharge for the services provided by the improvement financed by the Rural Development Loan. The surcharge for the loan shall be segregated from other revenues of the city and shall be used for the payment of the Sewer Project Revenue Bond, Series 2019 (the "Bond"). Provided that such surcharge shall create net income, remaining from time to time after first paying all reasonable and current expenses of maintenance, repairs, replacements and operation, sufficient to fund interest, reserve and debt service fund annual requirements.
2. **Rates and collection.** The City does hereby establish the special charge or surcharge payable by each customer of its system who receives or benefits from the services of the project financed with the Bond. Such charge or surcharge shall be set at a level which, assuming a 1.5% delinquency rate, will produce income at the times and in amounts sufficient to pay when due the principal of and interest on the Bond and all other payments as may be required under the loan and Bond. The collection of the Surcharge will start on a date prior to the first payment date that will allow the City to collect funds sufficient to pay the accrued interest on the Initial Loan Amortization Date. The City Council shall determine said date with consultation with City personnel.
3. **Bond Surcharge.** The following initial surcharge shall be applicable to all customers served until adjusted under paragraph 5:

Sewer Project Revenue Bond, Series 2019: \$0.40 per 1,000 gallons of water billed to customer.

The surcharge will be implemented over a twenty-four (24) month period of time as follows: twelve (12) months at 50% of the total surcharge; the next twelve (12) months at 75% of the total surcharge; with the surcharge implemented in full at 100% at twenty-four (24) months. The balance of revenue required for loan repayment during the first twenty-four (24) months will come from unobligated reserve balance of the utility. The surcharge shall remain in effect until such time as the Bond is paid in full. The surcharge shall be collected at the same time as other charges of the system. The surcharge is found to be equitable for the services provided by the improvements.

4. **Segregation.** The debt service surcharge shall be segregated from other income of the system in a separate book keeping account and is pledged to the United States of America acting through Rural Development for the payment of the loan payments on the Bond.
5. **Yearly review.** The amount of the surcharge shall be reviewed from year to year and may be modified in order to provide such funds as are set forth herein. The charges

shall be reviewed yearly by the City Council and administratively adjusted, upwards or downwards, to such amounts as may be necessary to pay principal, interest, administrative surcharge and other charges as may become due and owing under the loan or Bond.

6. **Billing and Accounting.** The surcharge shall be included in the monthly user bill. Nothing contained herein requires the surcharge be indicated on the billing, however, the surcharge segregation shall be indicated on the books of the City.
7. **Automatic Repeal.** The surcharge for the Bond shall be automatically repealed when the Bond is paid in full.
8. **Partial Invalidity.** If any one or more of the provisions of this Resolution shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

Mayor

ATTEST:

Finance Officer

Adopted: October 7th, 2019
Published: October 16th, 2019
Effective: November 5th, 2019

Agenda Action Form Flandreau City Council

Meeting Date: 10/7/2019

Title: Resolution 2019-12, Resolution Establishing Water Utility Rates for Customers

Motion Resolution Ordinance Other

Background Information: Resolution 2019-12 implements a surcharge of \$0.85 per 1,000 gallons of water billed, which funds 50% of the Annual Debt Service for the Water Project Revenue Bond. At the end of twelve months, the surcharge will be adjusted to fund 75% of the annual debt service. The total surcharge of \$1.70 per 1,000 gallons billed, as provided for in Resolution 2019-09, will be implemented in the third phase at the end of 24 months.

Justification: Surcharge is required in order to generate sufficient revenue to meet the debt service payment. In order to allow the total surcharge to be phased in over 24 months, reserve funds of the utility will be utilized to assist with the debt service payment over that period.

Financial Consideration: Monthly surcharge income (including the use of reserve funds for a 24-month period) will produce sufficient income for loan payments, delinquency and annual debt service reserve.

City Administrator's Recommendation: Approval

Attachments: Resolution 2019-12, Resolution Establishing Water Utility Rates for Customers

RESOLUTION 2019-12

A RESOLUTION ESTABLISHING WATER UTILITY RATES FOR CUSTOMERS

WHEREAS, the City of Flandreau operates a Municipal Water Utility; and

WHEREAS, the City desires to provide adequate service to its customers; and

WHEREAS, upgrades to the water system are needed to insure adequate service in the future.

THEREFORE, BE IT RESOLVED that the following rates are hereby established to be effective with utility bills billed in November 2019:

	<u>Monthly Base Rate</u>
¾ inch meter	\$ 18.00
1 inch meter	31.00
1 ¼ inch meter	47.00
1 ½ inch meter	70.00
2 inch meter	124.00
3 inch meter	286.00
4 inch meter	496.00

Water Charge per 1,000 gallons: \$ 3.25 Base
\$ 0.55 Surcharge (Water System Improvements - 2000)
\$ 0.85 Surcharge (Water System Improvements - 2019)
\$ 4.65

Water Service Connection Charges:

- a) Basic Water System Charge \$ 125.00
- b) Water Tap Charge \$ 125.00 (1" tap) Over 1" add time and material
- c) Water Meter Charge
 - \$ 50.00 ¾" meter
 - \$ 210.00 1" meter
 - \$ 360.00 1 ¼" meter
 - \$ 540.00 1 ½" meter
 - \$ 875.00 2" meter
 - \$1,140.00 3" meter
 - Larger meters at City's cost

Bulk Water \$ 0.50 per 150 gallons

Dated this 7th day of October, 2019.

Mark R. Bonrud
Mayor

ATTEST:

Jeff Pederson
City Administrator

Adopted: October 7th, 2019
Published: October 16th, 2019
Effective: November 5th, 2019

Agenda Action Form Flandreau City Council

Meeting Date: 10/7/2019

Title: Resolution 2019-13, Resolution Establishing Sewer Utility Rates for Customers

Motion Resolution Ordinance Other

Background Information: Resolution 2019-13 implements a surcharge of \$1.75 per 1,000 gallons of water billed, which funds 50% of the Annual Debt Service for the Sewer Project Revenue Bond. At the end of twelve months, the surcharge will be adjusted to fund 75% of the annual debt service. The total surcharge of \$3.50 per 1,000 gallons billed, as provided for in Resolution 2019-10 (\$3.10 per 1,000 gallons billed) and Resolution 2019-11 (\$0.40 per 1,000 gallons billed), will be implemented in the third phase at the end of 24 months.

Justification: Surcharge is required in order to generate sufficient revenue to meet the debt service payment. In order to allow the total surcharge to be phased in over 24 months, reserve funds of the utility will be utilized to assist with the debt service payment over that period.

Financial Consideration: Monthly surcharge income (including the use of reserve funds for a 24-month period) will produce sufficient income for loan payments, delinquency and annual debt service reserve.

City Administrator's Recommendation: Approval

Attachments: Resolution 2019-13, Resolution Establishing Sewer Utility Rates for Customers

RESOLUTION 2019-13

A RESOLUTION ESTABLISHING SEWER UTILITY RATES FOR CUSTOMERS

WHEREAS, the City of Flandreau operates a Municipal Sewer Utility; and

WHEREAS, the City desires to provide an adequate service to its customers; and

WHEREAS, upgrades to the sewer system are needed to insure adequate service in the future.

THEREFORE, BE IT RESOLVED that the following rates are hereby established to be effective with utility bills billed in November 2019:

Basic Customer Charge	\$ 15.00 per month
Sewer Charge	\$ 3.80 per 1,000 gallons
Surcharge (Sewer System Improvements - 2019)	\$ <u>1.75</u> per 1,000 gallons
Total per 1,000 gallons*	\$ 5.55
Sewer Tap Charge	\$200.00

*Based on an average of the 4 winter months. Consumers hooked up to the system without a winter average will be billed 75% of the water usage until the April billing.

Dated this 7th day of October, 2019.

Mark R. Bonrud
Mayor

ATTEST:

Jeff Pederson
City Administrator

Adopted: October 7th, 2019
Published: October 16th, 2019
Effective: November 5th, 2019

Agenda Action Form Flandreau City Council

Meeting Date: 10/7/2019

Title: CDBG Drawdown Request

Motion Resolution Ordinance Other

Background Information: Request approval of CDBG Drawdown Request No. Thirteen (13) in the amount of \$48,312.18, as well as authorize the Mayor to sign the request. The request represents the remaining funds available for the grant administered by First District for the Water/Wastewater Project and will used for a portion of water expenses on contractor pay request number seventeen (17).

Justification: Utilization of remaining grant funds in CDBG Grant No. 1414-106.

Financial Consideration: Funds from the Drawdown Request will be received via electronic transfer from the State of South Dakota and will be applied to the Water/Wastewater Project expenses.

City Administrator's Recommendation: Approval

Attachments: CDBG Payment Request No. Thirteen (13)

CDBG PAYMENT REQUEST

CDBG Grant Identification # 1414-106	Drawdown Request # 13
Grantee: City of Flandreau Address: 1005 W. Elm Avenue Flandreau, SD 57028-1404	Mail Check to: Same

Cost Classification	CDBG Budget Amounts	CDBG Funds Received To Date	Amount of This Request	Balance Remaining
1. Administration Expense	15,000	15,000	0	0
2. Land, Structure, Right of Way				
3. Architectural Engineering Basic Fees				
4. Other Architectural Engineering Fees				
5. Project Inspection Fees				
6. Land Development				
7. Relocation Expenses				
8. Relocation Payments				
9. Demolition and Removal				
10. Construction and Project Improvement	500,000	451,687.82	48,312.18	0
11. Other (Explain)				
TOTALS	515,000	466,687.82	48,312.18	0

CERTIFICATION

I understand that the CDBG amount, as stated in the grant agreement, may not exceed 17 % of the total eligible project expenditures.

Based on the terms of the grant agreement, I request \$ 48,312.18 of CDBG funds.

I certify that the data reported above is correct and spending is in accordance with the approved CDBG agreement.

	Mark Bonrud	
Signature of Authorized Certifying Official	Typed or Printed Name	Date

Percentage of Physical Completion of Project is 100 %. Phase II Phase I complete

Agenda Action Form Flandreau City Council

Meeting Date: 10/7/2019

Title: Payment Request No. Five (5) for Community Safe Room #2

Motion Resolution Ordinance Other

Background Information: F.R.S. Inc., dba Solbros Construction, has submitted Payment Request No. Five (5) in the amount of \$40,855.41 for construction of Community Safe Room #2. This payment request includes general conditions, site clearing, concrete, precast concrete, metal fabrication, carpentry, arch woodwork, roof specialties, louvers, painting, toilets, and electrical.

Justification: Payment for work completed per contract; recommended by Banner Associates Inc.

Financial Consideration: Project is being funded with a 75% matching grant from the SD Office of Emergency Management, with the balance of funds appropriated in the City Budget.

City Administrator's Recommendation: Approval

Attachments: Contractor's Application for Payment No. Five (5)

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 City of Flandreau, South Dakota
 1005 W. Elm Avenue
 Flandreau, SD 57028-1404
 FROM CONTRACTOR:
 F.R.S. Inc DBA SolBros Construction
 20574 Griese Place
 Pierre, SD 57501

PROJECT:
 Flandreau Safe Room #2
 210 W Prospect
 Flandreau, SD 57028
 VIA ARCHITECT:
 Banner and Associates Inc
 2307 W 57th Street, Suite 2C 102
 Sioux Falls, SD 57108

APPLICATION #: 5
 PERIOD TO: 09/30/18
 PROJECT NOS: 2290
 CONTRACT DATE: 04/19/19

	Owner
	Const. Mgr
X	Architect
	Contractor

CONTRACT FOR: Flandreau Safe Room #2

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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 current payment shown therein is now due.

1. ORIGINAL CONTRACT SUM	\$ 231,000.00
2. Net change by Change Orders	\$ -9,412.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$ 221,588.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$ 217,422.86
	\$ 218,922.86

5. RETAINAGE:	\$ 4,461.50
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)	\$ 21,902.29

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$ 195,686.57
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 154,825.16
8. CURRENT PAYMENT DUE (Line 6 less Line 7)	\$ 40,855.41
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 25,907.43

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		-\$9,412.00
Total approved this Month		-\$9,412.00
TOTALS		-\$18,824.00
NET CHANGES by Change Order		-\$9,412.00

CONTRACTOR: F.R.S

By: *Clay Solberg*
 Clay Solberg, Vice President

State of: South Dakota
 County of: Hughes

Subscribed and sworn to before me this 27th day of September, 2019

Date: Sept. 27, 2019

Jessica Hirsch



Notary Public: *Jessica Hirsch*
 My Commission expires: September 4th, 2025

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 40,855.41
 (Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Architect: Banner Associates, Inc.

By: *[Signature]*
 Owner: City of Flandreau, SD
 By: *[Signature]*
 Date: 10-2-19

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

PROJECT: Flandreau Safe Room #2

210 W Prospect

Flandreau, SD 57028

ARCHITECT'S PROJECT NO: 2290

APPLICATION DATE: 09/27/18

PERIOD TO: 30-Sep-18

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
		From Application (D + E)	From Previous Application (D + E)								
1	Mobilization	11,500.00	11,500.00	0.00	0.00	11,500.00	0.00	11,500.00	100%	0.00	1,150.00
2	general conditions	10,100.00	8,638.68	0.00	950.00	9,588.68	0.00	9,588.68	95%	511.32	958.87
3	suretying	1,600.00	1,600.00	0.00	0.00	1,600.00	0.00	1,600.00	100%	0.00	160.00
4	testing earth, conc, masonry	5,459.00	5,237.00	0.00	0.00	5,237.00	0.00	5,237.00	96%	222.00	523.70
5	site clearing and earth moving	15,989.00	13,535.00	0.00	2,250.00	15,785.00	0.00	15,785.00	99%	204.00	1,578.50
6	site concrete and paving	19,812.00	8,000.00	0.00	11,000.00	19,000.00	0.00	19,000.00	96%	812.00	1,900.00
7	turf and grasses	3,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	3,500.00	0.00
8	silt fence	1,625.00	1,625.00	0.00	0.00	1,625.00	0.00	1,625.00	100%	0.00	162.50
9	cast-in-place concrete	35,619.00	30,619.00	0.00	3,000.00	33,619.00	0.00	33,619.00	94%	2,000.00	3,361.90
10	concrete rebar	4,273.00	4,273.00	0.00	0.00	4,273.00	0.00	4,273.00	100%	0.00	427.30
11	precast struct. Concrete	6,674.00	6,560.00	0.00	114.00	6,674.00	0.00	6,674.00	100%	0.00	667.40
12	precast erection	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00	1,500.00	100%	0.00	150.00
13	unit masonry	38,500.00	38,500.00	0.00	0.00	38,500.00	0.00	38,500.00	100%	0.00	3,850.00
14	masonry rebar	2,692.00	2,692.00	0.00	0.00	2,692.00	0.00	2,692.00	100%	0.00	269.20
15	metal fabrication	5,250.00	2,250.00	0.00	2,500.00	4,750.00	0.00	4,750.00	90%	500.00	475.00
16	rough carpentry	485.00	0.00	0.00	485.00	485.00	0.00	485.00	100%	0.00	48.50
17	interior arch woodwork	2,575.00	1,640.00	0.00	800.00	2,440.00	0.00	2,440.00	95%	135.00	244.00
18	labor arch woodwork	1,040.00	0.00	0.00	900.00	900.00	0.00	900.00	87%	140.00	90.00
19	epdm & roof specialties	17,771.00	0.00	0.00	15,000.00	15,000.00	0.00	15,000.00	84%	2,771.00	1,500.00
20	joint sealants	450.00	125.00	0.00	0.00	125.00	0.00	125.00	28%	325.00	12.50
21	HM Doors, frames and hardware	13,016.00	7,025.00	0.00	5,843.00	12,868.00	5,843.00	12,868.00	99%	148.00	1,286.80
22	fixed louvers	2,660.00	0.00	0.00	2,500.00	2,500.00	0.00	2,500.00	94%	160.00	250.00
23	painting	2,800.00	0.00	0.00	2,100.00 2,766.00	2,766.00	0.00	2,100.00 2,766.00	96%	700.00	210.00
24	division 10 signage & accessories	1,854.00	224.00	0.00	375.00	1,775.00	1,176.00	1,775.00	96%	79.00	177.50
25	porta john toilets	1,186.00	0.00	0.00	1,186.00	1,186.00	0.00	1,186.00	100%	0.00	118.60
26	electrical	10,700.00	9,245.00	0.00	1,455.00	10,700.00	0.00	10,700.00	100%	0.00	1,070.00
27	bond	7,750.00	7,750.00	0.00	0.00	7,750.00	0.00	7,750.00	100%	0.00	775.00
28	excise tax	4,620.00	3,250.18	0.00	0.00	3,250.18	0.00	3,250.18	70%	1,369.82	325.02
SUBTOTALS PAGE 2		231,000.00	165,788.86	7,019.00	46,216.00	218,922.86	7,019.00	218,922.86	94%	12,977.14	21,802.29
					44,615.00					13,577.14	21,742.29

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

Flandreau Safe Room #2
210 W Prospect
Flandreau, SD 57028

0

Page 3 of 3 Pages

APPLICATION NUMBER: 5

APPLICATION DATE: 09/27/18

PERIOD TO: 30-Sep-18

ARCHITECT'S PROJECT NO: 2290

A Item No.	B Description of Work	C Scheduled Value	D		E Work Completed This Period	F Materials Presently Stored (Not In D or E)	G Total Completed And Stored To Date (D + E + F)	% (G/C)	H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	Work Completed This Period						
29	change order	(9,412.00)	0.00	0.00			0.00	0%	(9,412.00)	
30			0.00	0.00			0.00	0%	0.00	
31			0.00	0.00			0.00	0%	0.00	
32			0.00	0.00			0.00	0%	0.00	
33			0.00	0.00			0.00	0%	0.00	
34			0.00	0.00			0.00	0%	0.00	
35			0.00	0.00			0.00	0%	0.00	
36			0.00	0.00			0.00	0%	0.00	
37			0.00	0.00			0.00	0%	0.00	
38			0.00	0.00			0.00	0%	0.00	
39			0.00	0.00			0.00	0%	0.00	
40			0.00	0.00			0.00	0%	0.00	
41			0.00	0.00			0.00	0%	0.00	
42			0.00	0.00			0.00	0%	0.00	
43			0.00	0.00			0.00	0%	0.00	
44			0.00	0.00			0.00	0%	0.00	
45			0.00	0.00			0.00	0%	0.00	
46			0.00	0.00			0.00	0%	0.00	
47			0.00	0.00			0.00	0%	0.00	
48			0.00	0.00			0.00	0%	0.00	
49			0.00	0.00			0.00	0%	0.00	
50			0.00	0.00			0.00	0%	0.00	
51			0.00	0.00			0.00	0%	0.00	
52			0.00	0.00			0.00	0%	0.00	
53			0.00	0.00			0.00	0%	0.00	
54			0.00	0.00			0.00	0%	0.00	
55			0.00	0.00			0.00	0%	0.00	
56			0.00	0.00			0.00	0%	0.00	
SUBTOTALS PAGE 3		221,588.00	165,788.86	45,215.00	7,019.00	218,022.86	3,565.14	98%	21,802.29	

44,615.00

217,422.86

4,165.14

21,742.29

Agenda Action Form Flandreau City Council

Meeting Date: 10/7/2019

Title: Franchise Agreement between the City of Flandreau and Mediacom Minnesota LLC

Motion Resolution Ordinance Other

Background Information: On June 6, 2016, Mediacom notified the City of its desire to renew its agreement for the operation of a cable system in Flandreau for a term of five years.

Justification: Mediacom has substantially complied with the terms of the current Franchise Agreement. The ability of Mediacom to provide sufficient services for the renewal period is believed to be sufficient. A Public Hearing has been conducted to allow the public to make comment on these matters.

Financial Consideration: The renewal Agreement requires Mediacom to pay the City an annual Franchise Fee of 5% of the annual Gross Revenues of the system. Payments over the last 5 years have averaged approximately \$8,500 annually.

City Administrator's Recommendation: Approve the Agreement

Attachment: Franchise Renewal Agreement

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Flandreau, South Dakota, hereinafter referred to as “the Franchising Authority” and Mediacom Minnesota LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, hereinafter referred to as “the Grantee.”

The Franchising Authority hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. “Basic Cable Service” is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- B. “Cable Act” means Title VI of the Cable Act of 1934, as amended.
- C. “Cable Services” shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. “Cable System” shall mean the Grantee’s facility as defined in the Cable Act, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- E. “FCC” means Federal Communications Commission, or successor governmental entity thereto.
- F. “Franchising Authority” means the City of Flandreau, South Dakota.

- G. "Grantee" means Mediacom Minnesota LLC, or the lawful successor, transferee, or assignee thereof.
- H. "Gross Revenues" means revenues derived from Cable Services received by Grantee from Subscribers in the Service Area; provided, however, that Gross Revenues shall not include franchise fees, the FCC User Fee or any tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency.
- I. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- J. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
- K. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.
- L. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- M. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2
Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes.

2.2 Other Ordinances. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise shall control.

2.3 Other Authorizations. The Franchising Authority shall not permit any person to provide services similar to those provided by the Grantee in the Service Area without first having secured a non-exclusive franchise from the Franchising Authority. The Franchising Authority agrees that any grant of additional franchises or other authorizations including OVS authorizations by the Franchising Authority to provide services similar to those provided by the Grantee pursuant to this Agreement to any other entity shall cover the entire Service Area and shall not be on terms and conditions more favorable or less burdensome to the grantee of any such additional franchise or other authorization than those which are set forth herein. In any renewal of this Franchise, the Franchising Authority, should it seek to impose increased obligations upon the Grantee, must take into account any additional franchise(s) or authorizations previously granted and find that the proposed increased obligations in the renewal, are not more burdensome and/or less favorable than those contained in any such additional franchise(s) or authorizations.

SECTION 3
Standards of Service

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition

reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

3.4 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

3.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System.

3.6 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code.

3.7 Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

3.8 Access to Open Trenches. The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.

3.9 Required Extensions of the Cable System. Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing distribution facilities where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.

3.10 Subscriber Charges for Extensions of the Cable System. No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.9 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.

3.11 Cable Service to Public Buildings. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable Service to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any inappropriate use of the Grantee's Cable System or any loss or damage to Grantee's Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable

Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

3.12 Emergency Alert. Any Emergency Alert System (“EAS”) provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable state and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys’ fees and costs.

3.13 Reimbursement of Costs. If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

SECTION 4

Regulation by the Franchising Authority

4.1 Franchise Fee. The Grantee shall pay to the Franchising Authority a franchise fee of five (5%) of annual Gross Revenues (as defined in subsection 1.1 of this Franchise). In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due annually and payable within 30 days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

4.2 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment as expressly permitted by federal law.

4.3 Renewal of Franchise.

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee’s Franchise shall be governed by and comply with the renewal provisions of federal law.

B. In addition to the procedures set forth in the Cable Act, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has

adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express renewal provisions of the Cable Act.

4.4 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Franchising Authority. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness.

SECTION 5
Books and Records

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than once annually may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6
Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain insurance in full force and effect, at its own cost and expense, during the term of the Franchise. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System in the Service Area provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

SECTION 7
Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the any material term of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action at law for monetary damages or seek other equitable relief; or
- B. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

7.5 Revocation. Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the franchise. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public

hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Franchising Authority, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.

Following the hearing, the Franchising Authority shall determine whether or not the Franchise shall be revoked. If the Franchising Authority determines that the Franchise shall be revoked, the Franchising Authority shall promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Franchising Authority to an appropriate court which shall have the power to review the decision of the Franchising Authority *de novo*. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

7.6 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

SECTION 8
Miscellaneous Provisions

8.1 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

8.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise shall be mutually agreed to in writing by the parties.

8.3 Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitutions and laws.

8.4 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Flandreau, South Dakota
Jeff Pederson, City Administrator
1005 West Elm Avenue
Flandreau, SD 57028-1404

The notices or responses to the Grantee shall be addressed as follows:

Mediacom Minnesota LLC
Legal Department
One Mediacom Way
Mediacom Park, NY 10918

With a copy to:

Mediacom Minnesota LLC
Attn: Regional Vice President
1504 2nd Street SE
PO Box 110
Waseca, MN 56093-0110

**Agenda Action Form
Flandreau City Council**

Meeting Date: 10/7/2019

Title: Pay Rate for New Police Officer – Tom Klein

Motion Resolution Ordinance Other

Background Information: Tom Klein has been hired as a Police Officer for the Flandreau Police Department. Mr. Klein is a certified police officer and has 1 ½ years of experience as a deputy sheriff. Starting wage will be at the first level on the wage scale for certified officers.

Justification: To fill an open position for the Flandreau Police Department created due to recent resignation.

Financial Consideration: The starting wage for Mr. Klein will be \$18.86 per hour.

City Administrator's Recommendation: Approval

Attachments: None

**Agenda Action Form
Flandreau City Council**

Meeting Date: 10/7/2019

Title: Pay Step Increase for Crystal Roberts

Motion Resolution Ordinance Other

Background Information: Crystal Roberts, Utility Billing Clerk, is eligible for a one and on-half year pay step increase. This step increase changes her current pay rate of \$16.78 per hour to a new rate of \$18.14 per hour effective October 19th, 2019 and will put her at the top of her pay scale.

Justification: Wage amount based on the Employee Wage Scale

Financial Consideration: Electric Department (70%), Airport (12%), Solid Waste (18%) salary budgets

City Administrator's Recommendation: Approval

Attachments: None

**Agenda Action Form
Flandreau City Council**

Meeting Date: 10/7/2019

Title: Pay Step Increase for Anthony Ullom

Motion Resolution Ordinance Other

Background Information: Anthony Ullom, Janitor, is eligible for a three year pay step increase. This step increase changes his current pay rate of \$14.33 per hour to a new rate of \$14.74 per hour effective October 19th, 2019.

Justification: Wage amount based on the Employee Wage Scale

Financial Consideration: Electric (25%), Water (25%), Sewer (25%), Fund 211-Bed, Board, Booze (25%) salary budgets

City Administrator's Recommendation: Approval

Attachments: None

2019 Sales Tax Receipts Comparison to Previous Years

1st Quarter COMPARISON

Date	Monthly Totals			Monthly Totals			Monthly Totals			Monthly Totals		
	2019	2018	Variance	2019	2017	Variance	2019	2016	Variance	2019	2015	Variance
1/4	13,076.97	23,519.67	-44%	13,076.97	25,414.79	-49%	13,076.97	15,751.19	-17%	13,076.97	9,923.28	32%
1/25	43,667.92	39,688.43	10%	43,667.92	46,697.65	-6%	43,667.92	44,259.46	-1%	43,667.92	45,471.95	-4%
2/5	20,896.46	23,223.63	-10%	20,896.46	29,726.38	-30%	20,896.46	17,384.02	20%	20,896.46	12,004.12	74%
2/25	47,445.25	40,778.50	16%	47,445.25	54,194.06	-12%	47,445.25	35,481.65	34%	47,445.25	44,950.52	6%
3/7	6,977.30	7,836.56	-11%	6,977.30	10,053.33	-31%	6,977.30	10,076.77	-31%	6,977.30	9,011.96	-23%
3/28	42,444.36	62,434.04	-32%	42,444.36	39,703.50	7%	42,444.36	30,553.29	39%	42,444.36	36,261.25	17%
YTD	174,508.26	197,480.83	-12%	174,508.26	205,789.71	-15%	174,508.26	153,506.38	14%	174,508.26	157,623.08	11%

2nd Quarter COMPARISON

Date	Monthly Totals			Monthly Totals			Monthly Totals			Monthly Totals		
	2019	2018	Variance	2019	2017	Variance	2019	2016	Variance	2019	2015	Variance
4/2	7,384.10	4,962.52	49%	7,384.10	8,615.58	-14%	7,384.10	15,176.37	-51%	7,384.10	9,205.98	-20%
4/25	38,989.14	42,062.31	-7%	38,989.14	58,849.67	-34%	38,989.14	36,995.77	5%	38,989.14	35,112.69	11%
5/2	20,725.53	13,623.52	52%	20,725.53	7,733.79	168%	20,725.53	20,532.68	1%	20,725.53	13,898.66	49%
5/28	48,880.78	43,647.82	12%	48,880.78	38,305.03	28%	48,880.78	30,279.80	61%	48,880.78	35,722.98	37%
6/5	7,538.66	8,811.85	-14%	7,538.66	22,153.00	-66%	7,538.66	13,839.64	-46%	7,538.66	13,308.18	-43%
6/20	31,640.92	35,507.87	-11%	31,640.92	29,650.48	7%	31,640.92	20,824.29	52%	31,640.92	19,726.81	60%
YTD	155,159.13	148,615.89	4%	155,159.13	165,307.55	-6%	155,159.13	137,648.55	13%	155,159.13	126,975.30	22%