



The Groton Independent

Vol. 138 No. 34 ♦ Groton, South Dakota ♦ Wednesday, April 28, 2021 ♦ Established in 1889

Door opens up for possible co-op with Langford Area

Langford is now looking for a long-term partner with football and possibly wrestling. Langford will be playing nine-man football this year with its 14 players. Superintendent Joe Schwan reported it was a very cordial conversation that representatives from the two school districts had. "It was a good conversation with neighbors." Langford would like to have a homecoming game and Groton replied that it would be okay as long as the field is in playable condition. Practices would be in Groton. Cheerleaders - set a number - both schools would have students try out with a third party doing the judging. Langford is also looking at two other districts to see what direction they want to go. They will make a decision after the football season this fall. Schwan said a positive thing is that a junior high and junior varsity schedule could be made up if the two districts could co-op in football.

The board approved a request from Groton Youth Football for the use of a school bus on May 17 and May 18 to attend a NSU Youth Football Camp.

Becky Hubsch was hired as a MS/HS Business/Computer Teacher for the upcoming school year. Jodi Schwan was advanced in the staff lane change from BS to BS+15 and Travis Kurth was advanced from BS+15 to BS+30.

The board accepted the resignation of Andrea Brunson as an elementary paraprofessional. The family is moving to Leola.

The board accepted the 2021-22 GTA negotiated agreement and teaching contacts and off-staff extra-curricular agreements were issued with a return date of May 7.

Adam Franken and Lindsey Tietz each talked about the CTE programs that they oversee.

Destination Imagination presentation was given by Joni Groeblichhoff and Julie Milbrandt. All three middle school DI teams can participate in the Global Virtual DI Tournament.

The middle/high school enrollment is up by 19 from last year. This year's seventh grade class has seen an increase of two students from last year, the eighth grade class has increased by nine, the freshman class has increased by one, the sophomore class has increased by three, the junior class has increased by two and the senior class remains unchanged. The numbers are 45 students in sixth grade, 49 in seventh grade, 51 in eighth grade, 45 freshmen, 48 sophomores, 46 juniors and 51 seniors.

Larson granddaughter receives appointment to U.S. Naval Academy

Senator Mike Rounds announced that Grace Blote, a senior at St. Thomas More High School, has received a fully qualified offer of appointment to the U.S. Naval Academy (USNA). Grace was nominated to the USNA by Senator Rounds. She is the daughter of Steve and LaRae Blote of Rapid City, South Dakota, and the granddaughter of Dennis and Shirley Larson, Groton. South Dakota.



Grace Blote
Granddaughter of
Dennis & Shirley Larson

Grace has served in various leadership positions, including student council president, principal cellist in orchestra, and the varsity team captain for the St. Thomas More Cavaliers soccer team. She previously participated in the first virtual seminar for the Naval Academy.

"I am incredibly grateful for the opportunity to represent South Dakota at the United States Naval Academy through Senator Rounds' nomination," said Grace. "I'm looking forward to being a part of a community of young people that are driven to excellence in all things. My gratitude extends to all who have supported me throughout my endeavors."

Each year, Sen. Rounds is able to nominate a select group of qualified students from South Dakota to attend our nation's four service academies: The U.S. Air Force Academy, U.S. Merchant Marine Academy, U.S. Military Academy at West Point and the U.S. Naval Academy.

Groton City Council Meeting Date Changed

The Groton City Council meeting regularly scheduled for May 4, 2021 at 7:00pm will be rescheduled for May 5, 2021 at 7:00pm. The meeting will be held at 120 N Main Street, Groton SD 57445.

Spotlight on Groton Area Staff



Name: Shaun Wanner

Occupation: High School Social Studies Teacher/Head Football Coach

Length of Employment at Groton Area: 2001-Present

It was Martin Luther King Jr. who once said, "We are not makers of history. We are made by history." This statement, made by a man who became an integral figure in American History, rings

true today. Some would argue that the ability to not only archive, but also comprehend the nature of our past is part of what distinguishes humans as a species. Although this preface may be grandiose, it exemplifies the importance of historians and the teachers who distribute the wisdom they keep. Such is the job of Shaun Wanner, the resident Social Studies teacher and Football Coach at Groton Area High School.

Mr. Wanner attributes his passion for history and sociology to the various social studies teachers he learned under before he graduated from Eureka High School. He loved to learn about history from his mentors but wanted to work in the field of business by the time he had started studying at Northern State University. However, he soon changed paths to teaching and graduated from NSU in 1987 with a Major in Social Studies and a Minor in Physical Education.

After graduating from Northern State University, Mr. Wanner began his teaching career by teaching Social Studies at Langford High School for five years. Then, he taught for nine years in Ipswich in a similar

capacity, but also served as the Athletic Director. After spending fourteen years teaching at relatively smaller school, Mr. Wanner began to set his sights on a bigger school. Mr. Wanner is a firm believer that by working at a more populated school, you can reach out to more students at a time. And so, he began to work at Groton Area High School, where he has continued to work for a period of over twenty years.

From his perspective, Mr. Wanner sees himself as being a teacher first, and a coach second. He sees the study of history and sociology as being important subjects for students to learn while they are in high school. He enjoys teaching students about the time periods in between various wars, including the period of American history between the Civil War and World War I. He has also been teaching students about the Civil Rights Movement and how the events that took place during it affect American culture and politics to this day. In addition to his teaching work, Mr. Wanner has served as a coach for a variety of sports, including football and boy's and girls' basketball, and will begin coaching track and field this coming year.

Shaun Wanner has held many positions over the course of his thirty-four yearlong teaching career. In each position, he has worked to push his students forward and better themselves and the community they live in. And as he continues his work as both a teacher and sports coach, he is always pushing both himself and his students to excel at what they do best.

Editor's Note: This is a continuing series compiled by Benjamin Higgins. Higgins who is working for the Groton Independent through the Project Skills program.



By Jordan Wright

The NFL draft begins this Thursday, April 29. To get you prepared for the draft, we're going to do a mock draft this week. The NFL draft is impossible to predict. Every team has thoroughly scouted each player in this year's draft, but each team has different requirements when it comes to positions. So whether it's a player's height/weight, skill set, medical history, or dozens of other factors, each team's draft board will look different. While it would be impossible to predict every team's draft picks, the goal of this mock draft is to give you a good idea of the route the Vikings could go this weekend. We'll be using the fanspeak.com mock draft. So let's jump right in!

Round 1, pick 14 – Christian Darrisaw, offensive tackle, Virginia Tech. The top two offensive linemen will likely be gone by the 14th pick (Sewell, Slater), which leaves the Vikings with a choice between Darrisaw and Alijah Vera-Tucker from USC. I chose Darrisaw in this mock because he has a better chance of working out at left tackle, which is the most important position on the offensive line. Vera-Tucker could work at LT, but most people believe he will need to slide inside to guard in the NFL. The Vikings could also go with a defensive end here, or they could try and trade back, which would allow them to recoup a second-round draft pick that they traded away last offseason.

Round 3, pick 78 – Jabril Cox, linebacker, LSU. In this mock draft, there was a run on safeties and offensive linemen right before the Vikings' pick, so we went with the best value left on the board. Cox is an athletic linebacker who could step right in and be the team's third linebacker and is extra insurance in case Anthony Barr leaves next offseason.

Round 3, pick 90 – Aaron Banks, offensive guard, Notre Dame. With two holes on the offensive line, the Vikings will need to fill them early in the draft. Banks will be a solid left guard in the NFL, but his first year or two could be bumpy as he adjusts to NFL-caliber defensive linemen.

Round 4, pick 119 – Talanoa Hufanga, safety, USC. The Vikings brought in Xavier Woods to start alongside Harrison Smith, but he is only on a one-year deal. Drafting Hufanga would give the Vikings depth at the position, and a future starter when/if Woods leaves.

Round 4, pick 125 – Trey Sermon, running back, Ohio State. The Vikings are set at RB with Dalvin Cook, but the number two RB Alexander Mattison only has two years left on his deal, and Mike Boone left this offseason. Sermon would serve as a backup for two seasons, but with Cook's injury history and the value of Sermon in the fourth round, this was a pick we couldn't pass up.

Round 4, pick 134 – Osa Odigizuwa, defensive lineman, UCLA. At 280lbs, Osa is described as a "tweener". He is a little too small to play defensive tackle full time, but he would be excellent at the position on passing

downs because of his quick first step. Or he could slide out to defensive end if the Vikings needed more mass on the line to stop the run.

Round 4, pick 143 – Robert Hainsey, offensive lineman, Notre Dame. After drafting Banks from Notre Dame, the Vikings draft his line-mate. Although he played offensive tackle in college, Hainsey would slide inside to guard in the NFL, giving the Vikings a solid backup along the interior of their offensive line.

Round 5, pick 157 – Charles Snowden, defensive end, Virginia. The Vikings have plenty of defensive ends on the roster, but Snowden would give Vikings' defensive line coach Andre Patterson a player who has tons of upside just waiting to be unlocked.

Round 5, pick 168 – Tre Brown, cornerback, Oklahoma. With uncertainty surrounding last

year's first-round pick Jeff Gladney, the Vikings will likely draft at least one corner for depth. Brown would also flourish on special teams.

Round 6, pick 199 – Feleipe Franks, quarterback, Arkansas. The Vikings were one of the few teams to travel to Arkansas' pro day to watch Franks throw. He is a huge QB (6'7", 234lbs) who has fantastic arm strength and is mobile enough to pick up yards on the ground when needed. Franks had problems diagnosing defenses in college, so he will need a couple of years before he is ready to start, but he would be an excellent backup and developmental quarterback.

Make sure to check out the draft, which will run Thursday through Saturday. Next week we will start breaking down the Vikings' draft picks. Skol!

Groton Invite Track Meet Results

The Groton Invitational Track Meet was held Tuesday. Top finishers for Groton Area were Faith Traphagen with a second place finish in the 800m run, Isaac Smith finished second in both the 1600m run and the 3200m run, Kenzie McInerney placed second in the long jump, Maddie Bjerke placed second in the shot put, and the girls 800m relay team placed second.

- Girls 100m High Hurdles: 7, Jayla Jones, 21.21.
- Boys 110m High Hurdles: 9, Paxton Bonn, 20.56.
- Girls 300m Low Hurdles: 8, Jayla Jones, 1:02.25.
- Boys 300m Low Hurdles: 6, Jackson Cogley, 49.47.
- Girls 100m Dash: 8, Karsyn Jangula, 14.24; 19, Camryn Kurtz, 14.79.
- Boys 100m Dash: 4, Andrew Marzahn, 11.41.
- Girls 200m Dash: 16, Kenzie McInerney, 31.86; 17, Jayla Jones, 31.88; 24, Camryn Kurtz, 32.96.
- Boys 200m Dash: 5, Andrew Marzahn, 34.98.
- Girls 400m Dash: 5, Faith Traphagen, 1:09.43; 17, Camryn Kurtz, 1:18.48.
- Boys 400m Dash: 6, Cole Simon, 59.46; 28, Douglas Heminger, 1:07.52.
- Boys 800m Run: 15, Douglas Heminger, 2:46.51.
- Girls 800m Run: 2, Faith Traphagen, 2:41.34; Mia Crank, 3:15.99.
- Boys 1600m Run: 2, Isaac Smith, 5:11.38; 5, Jacob Lewandowski, 5:21.78.
- Boys 3200m Run: 2, Isaac Smith, 11:41.92.
- Girls High Jump: 6, Kenzie McInerney, 4-5; 10, Trista Keith, 3-11; 12, Emilie Thurston, 3-9.
- Boys High Jump: 10, Jackson Cogley, 5-1.
- Girls Long Jump: 2, Kenzie McInerney, 14-11; 7, Aspen Johnson, 14-1; 9, Trista Keith, 13-5.5; 13, Emilie Thurston, 12-9.5.
- Boys Long Jump: 15, Jackson Cogley, 15-10.5; 16, Tate Larson, 15-10; 18, Paxton Bonn, 15-3.
- Girls Triple Jump: 10, Aspen Johnson, 29-1; 12, Kenzie McInerney, 32-3; 13, Trista Keith, 25-1;
- Boys Triple Jump: 7, Jackson Cogley, 34-4.5; 9, Paxton Bonn, 32-7.5;
- Girls Discus: 7, Chloe Daly, 88-8.
- Boys Discus: 24, Caleb Furney, 92-9; 25, Caleb Hanten, 92-7; 28, Kaleb Antonsen, 89-8; 38, Holden Sippel, 71-1.5; 42, Kannon Coats, 69-3; 43, Seth Johnson, 66-8.
- Girls Shot Put: 2, Maddie Bjerke, 31-2.0; 6, Chloe Daly, 29-6; 16, Faith Flihs, 25-4; 35, Tina Zoellner, 19-0; 38, Ava Kramer, 17-10.5.
- Boys Shot Put: 9, Caleb Furney, 37-0; 23, Holden Sippel, 32-0; 29, Caleb Hanten, 30-0; 30, Seth Johnson, 29-4; 33, Kaleb Antonsen, 28-7; 39, Kannon Coats, 25-2.
- Boys 400m Relay: 6, Groton (Andrew Marzahn, Colby Dunker, Ethan Gengerke, Teylor Diegel), 49.41.
- Girls 400m Relay: 4, Groton (Jerica Locke, Aspen Johnson, Karsyn Jangula, Laila Roberts), 57.21.
- Boys 800m Relay: 5, Groton (Andrew Marzahn, Colby Dunker, Ethan Gengerke, Teylor Diegel), 1:41.08.
- Girls 800m Relay: 2, Groton (Jerica Locke, Aspen Johnson, Jayla Jones, Laila Roberts), 1:59.54.
- Girls 1600m Relay: 5, Groton (Jerica Locke, Rylee Dunker, Laila Roberts, Faith Traphagen), 4:45.75.
- Boys 1600m Sprint Relay: 5, Groton (Ethan Gengerke, Colby Dunker, Tate Larson, Jacob Lewandowski), 4:22.04.
- Girls 1600m Sprint Relay: 4, Groton (Emilie Thurston, Trista Keith, Karsyn Jangula, Anna Fjeldheim), 5:46.24)
- Boys 3200m Relay: 3, Groton (Isaac Smith, Cole Simon, Tate Larson, Jacob Lewandowski), 9:31.44.
- Girls 3200m Relay: 4, Groton (Rylee Dunker, Mia Crank, Anna Fjeldheim, Faith Traphagen), 11:54.37.

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Who's Who?

1. New York	A. Braves
2. Chicago	B. Red Sox
3. Houston	C. Yankees
4. Toronto	D. Blue Jays
5. Boston	E. Rockies
6. Los Angeles	F. Astros
7. Detroit	G. Twins
8. Atlanta	H. Tigers
9. Colorado	I. Angels
10. Minnesota	J. Cubs

Baseball Banter!

We use sayings and expressions that come from the game of baseball every day.

I hope I get hit out of the ballpark. I like to see new places!

SCOREBOARD

Baseball Fun crossword puzzle grid with clues:

- SCOREBOARD
- FOUL
- BUNT
- BASEBALL
- UMPIRE
- TRAINING
- FIELD
- POP FLY
- STRIKE
- TEAM

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We like to play baseball and softball!



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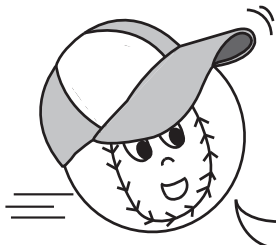
We love hot dogs and peanuts!



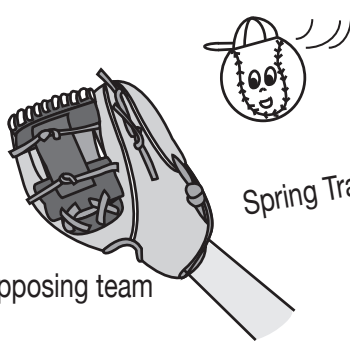
Kids: color stuff in!



Baseball Fun for Everyone!

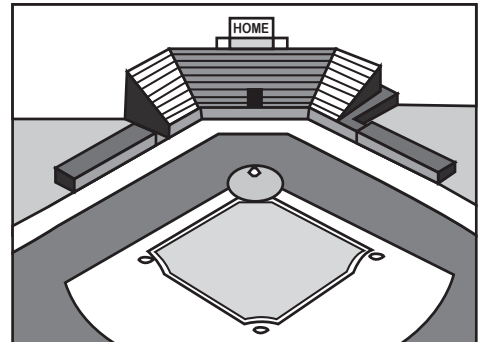


Yay! The baseball season has started. Grab your gloves, bats and baseballs and head for the yard, park or field. Let everyone join in playing this great game!



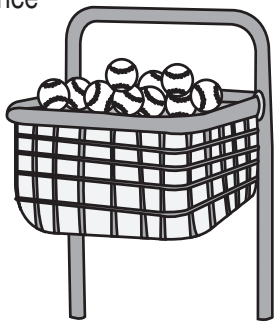
sportsmanship
Little League

Spring Training



Read the clues to fill in the crossword puzzle:

1. playing the game with a good attitude toward your team and the opposing team
2. large wall in the stadium that records the points of each team
3. when a ball hit by the batter flies too far to the right or the left
4. sphere covered in white leather
5. to hit the ball lightly so that it rolls only a short distance
6. sunken room the team gathers in during the game
7. the runner steps on the base
8. official in charge of enforcing the rules
9. group that sets rules and guidelines to help young children play organized baseball
10. the number of balls and strikes a batter has
11. period when baseball players warm up, shape up
12. the basemen, shortstop, and pitcher stand here
13. each game has 9 of these, teams take turns batting and fielding
14. a hit that goes so far that it leaves the bounds of the park
15. place we visit to watch a game of baseball
16. players here are on guard for big hits
17. person who trains the team
18. after 3 of these, a batter is out
19. ball that travels high in the sky when hit
20. nine players working together

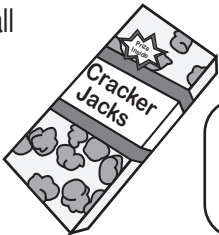


coach

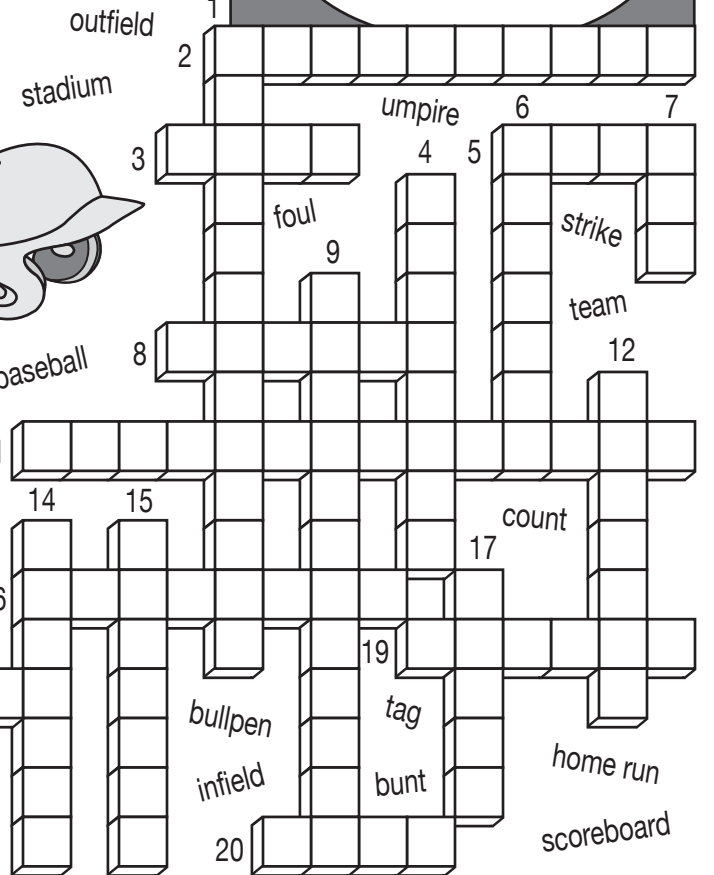
pop fly



baseball



Hey! That player just stole something... third _____.



Playing Baseball!

When you play or watch baseball, it's good to know the words people use. Find and circle these baseball words:

Who's Who?

1. New York
2. Chicago
3. Houston
4. Toronto
5. Boston
6. Los Angeles
7. Detroit
8. Atlanta
9. Colorado
10. Minnesota

A. Braves
B. Red Sox
C. Yankees
D. Blue Jays
E. Rockies
F. Astros
G. Twins
H. Tigers
I. Angels
J. Cubs

Match the names of the teams above.

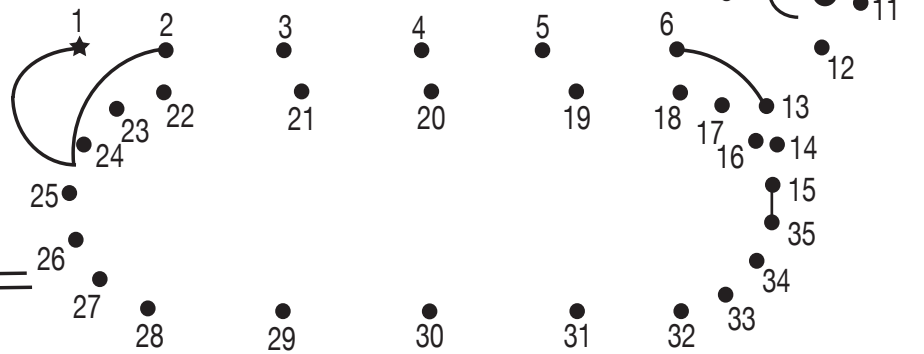
N I C O A C H K I
W S I T R E D G G K L
N M C M N K U P S T A E L C
L J H E O A S N S N W A T E B E W
O E R A R E T E I L S M N H A Y S D
H R D F E E H M V N H H A Z S K E O B
H E L M E T S A Z X G E M D E D V P L T
T S M B R O F S K
E A D L R T O P
R L G G B Y A T
I L J H Y E T F
P S B A T S K A O
M T I U Y O P T R
U A H K O J I M N
T R S R M S T I F
U A H G O M C B
N I C J A W H A
I Y T L T O A I
F M A E T G P
O J C D V I A
R S O B J H
M G A S T
S B J K

- | | | | | |
|-----------|------|-------|--------|---------|
| baseballs | bats | score | gloves | throw |
| cleats | runs | pitch | coach | innings |
| uniforms | team | catch | umpire | helmets |

Fill in the missing vowels to see snacks at the ballpark. Then, follow the dots to see a favorite one!

- A. p__pc__rn C. p__n__ts
B. Fr_nch fr__s D. n__ch__s

H__td__g!



Baseball Banter!

We use sayings and expressions that come from the game of baseball every day. Match the baseball phrases below with what they mean when we use them:

1. on the ball
2. a ballpark figure
3. out in left field
4. bench warmer
5. can't hit the broad side of a barn
6. swing for the fences
7. threw a curveball



I hope I get hit out of the ballpark. I like to see new places!



Me too!

- A. presented something unexpected
- B. someone who really gets things done
- C. estimate of how much something will cost
- D. good, but not the very best
- E. can't get something done in the right way
- F. thinks or behaves strangely
- G. go as far as you can



1. hit a home run
2. struck out
3. way off base
4. play ball
5. step up to the plate
6. pinch hitter
7. a whole new ball game

- A. failed
- B. brand new situation
- C. go along with others
- D. one who takes someone else's place
- E. not even close to being right
- F. did a great job
- G. get ready to do the job



Westport Town Notice to Vacate Public Roadway

NOTICE OF HEARING ON PETITION FOR VACATION OF PUBLIC ROADWAY

Notice is hereby given that a certain public roadway be vacated in City of Westport, Brown County, South Dakota, pursuant to SDCL: 31-3-6, as hereinafter specifically described has been received by the Westport Town Board of City of Westport; that the Petition may be examined by contacting the Westport Finance Officer at the address indicated below; that the specific description of the property being requested to be vacated is:

That the existing public right-of-way which includes the statutory right-of-way and any right-of-way acquired by deed(s) lying as follows:

Running Northwest and Southeast commonly known as the alley in Block 9, Westport and Hinz 2nd addition to Westport.

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Groton City Ord. 745

JVT Franchise

ORDINANCE NO. 745
 AN ORDINANCE GRANTING A FRANCHISE TO JAMES VALLEY COOPERATIVE TELEPHONE COMPANY TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF GROTON, SOUTH DAKOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATIONS AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

BE IT ORDAINED BY THE CITY OF GROTON AS FOLLOWS: STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this Franchise, to bring about the development of a newer Cable System, and the continued operation of it. Such a development can contribute significantly to the communication needs and desires of many. Further, the City may achieve better utilization and improvement of public services with the development and operation of a newer Cable System.

FINDINGS
 In review of the request by James Valley Cooperative Telephone Company

("Grantee") and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

(A) The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved at a council meeting after due notice and a reasonable opportunity to be heard;

(B) Grantees' plans for operating the Cable System were considered and found adequate and feasible in a full public council meeting after due notice and a reasonable opportunity to be heard; and

(C) This Franchise complies with South Dakota statutes, federal laws and regulations.

SECTION I - SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise shall be known and cited as the Cable Franchise Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

a. "Access" means the availability of the Cable System (i.e., channel capacity) for use by various agencies, institutions, organizations, groups and individuals to acquire, create, edit and distribute Video Programming. Grantee does not have editorial control of the content of Access programming.

b. "Applicable Laws" means any local, State or federal law, statute, ordinance, rule or regulation including the City of Groton Municipal Code.

c. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7) (1993).

d. "Cable Service" or "Service" means:

i. The one-way transmission to Subscribers of (i) Video Programming, or (ii) other programming service; and

ii. Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

e. "Cable System" or "System" means a facility, 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 a community, but such term does not include:

i. a facility that serves only to retransmit the television signals of one or more television broadcast stations;

ii. a facility that serves Subscribers without using any public right-of-way;

iii. a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c) to the extent such facility is used in the transmission of

Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

iv. an open video system that complies with 47 U.S.C. § 573; or

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

f. "City" means the City of Groton, a municipal corporation, in the State of South Dakota.

g. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

h. "Council" means the City Council of Groton, South Dakota.

1. "Drop" means the cable that connects the ground block Subscriber's residence to the nearest feeder cable of the System.

J. "Educational Access" means schools, colleges, and universities are the primary or designated programmers or users.

k. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

I. "Franchise" means this Franchise and the regulatory and contractual relationship established thereby.

m. "Franchise Fee" means any tax, fee or assessment of any kind imposed by the City or any other Governmental Authority on a Grantee or cable Subscriber, or both, solely because of their status as such. The term "Franchise Fee" does not include: (i) any tax, fee or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); (ii) capital costs which are required by the Franchise to be incurred by the Grantee for PEG Access facilities; (iii) requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.

n. "Governmental Access" means governmental institutions, departments, agencies or their designees are the primary or designated programmers or users.

o. "Governmental Authority" means any court or other federal, state, county, municipal or other governmental department, commission, board, agency or instrumentality.

p. "Grantee" is James Valley Cooperative Telephone Company, its agents and employees, lawful successors; transferees or assignees.

q. "Gross Revenue" means any and all revenues in any way derived by the Grantee from, or in connection with, the operation of the Cable System to provide Cable Services in the City. Gross Revenues shall include, by way of example but not limitation, revenues from Basic Cable Service, digital cable, all Cable Service fees, premium, pay-per-view, Pay Television, Franchise Fees, home shopping revenue, Installation and reconnection fees, upgrade and downgrade fees, advertising revenue, Converter rental and remote fees and Lockout Device fees. Gross Revenue shall not include fees for the sale, leasing or servicing of equipment, network capacity and facilities rent for the provision of non-cable services (voice or data services), tower rent, refundable deposits, bad debt, investment income or any taxes, fees or assessments of general applicability imposed or assessed by any Governmental Authority. A Franchise Fee is not such a tax, fee or assessment. Gross Revenues shall not include any PEG Fees billed to or collected from Subscribers. The City acknowledges and accepts that Grantee shall maintain its books and records in accordance with Generally Accepted Accounting Principles ("GAAP").

r. "Installation" means the connection of the System from feeder cable to the point of connectivity.

s. "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.

t. "Normal Business Hours" means those hours during which most similar businesses in the

City are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one (1) night per week and/or some weekend hours.

u. "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

v. "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or cable programming services.

w. "PEG" means public, educational and governmental. Reference to "access channels" shall mean "PEG Access Channels."

x. "PEG Access" means public, access, educational access, and governmental access, collectively.

y. "Person" means any individual or any association, firm, general partnership, limited partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not-for-profit.

z. "Public Access" means organizations, non-profit groups or individual members of the general public, on a non-discriminatory, first-come, first-served basis, are the primary or designate programmers or users.

aa. "Service Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted.

bb. "Service Interruption" means the loss of picture or sound on one (1) or more cable channels.

cc. "Standard Installation" means any residential installation which can be completed using a Drop of one hundred fifty (150) feet or less.

dd. "Street" means any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including general or utility easements in which the City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. "Street" shall not include any real or personal City property that is not specifically described in the previous sentence and shall not include City buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the public right-of-way.

ee. "Subscriber" means any Person who lawfully receives Cable Service. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

ff. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION II - GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.

2. Grant of Nonexclusive Authority.

a. This nonexclusive Franchise is granted pursuant to the terms and conditions contained herein. The City hereby authorizes Grantee to occupy or use the City's Streets subject to:

1) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and 2) all applicable provisions of the Municipal Code of Groton. Said Franchise shall constitute both a right and an obligation to provide Cable Services as required by the provisions of this Franchise. Nothing in this Franchise shall be construed to prohibit Grantee from:

(1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be

construed to limit or give up any right to regulate.

b. The Franchise shall be non-exclusive, and City reserves the right to grant a similar use of said Streets, alleys, public ways and places, to any Person at any time during the period of this Franchise, provided, however, that any additional cable franchise grants shall be under the same substantive terms and conditions as this Franchise as determined in City's sole discretion.

3. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless renewed, revoked or terminated sooner as herein provided.

4. Previous Franchises. Upon acceptance by Grantee as required by Section XII, Paragraph 2 herein, this Franchise shall supersede and replace any previous ordinance or agreement granting a Franchise to Grantee to own, operate and maintain a Cable System within City. Ordinance No. 373 is hereby expressly repealed.

5. Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise.

6. Territorial Area Involved.

a. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of forty (40) homes per cable mile as measured from the last fiber node or terminating amplifier. Access to Cable Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas.

b. Grantee shall promptly bury all Drops to Subscribers' dwellings when required by local construction standards. In the event the ground is frozen or otherwise unsuitable to permit immediate burial, Grantee shall be permitted to delay such burial until the ground becomes suitable for burial and shall complete said burial no later than July 1st of each year.

7. Governing Requirements and Non-waiver of Rights. City and Grantee shall comply with all lawful requirements of this Franchise and Applicable Law. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and has the right to enter into, execute and perform its obligations under this Franchise and that Grantee believes that said terms and conditions are not unreasonable and are valid and binding obligations. Subject to the foregoing, nothing in this Franchise shall be construed as a waiver of any rights of the City or Grantee.

8. Written Notice. The Grantee shall designate an agent upon whom process against it may be served on behalf of the City. All notices, reports or demands required or permitted to be given under this Franchise shall be in writing and shall be deemed to be given when delivered personally to the party designated below, or when two (2) days have elapsed after it has been deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, or on the next business day if sent by express mail or nationally recognized overnight air courier addressed to the party to which notice, report or demand is being given, as follows:

If to City: City of Groton
 209 N. Main
 P.O. Box 587
 Groton, SD 57445

If to Grantee: James Valley Cooperative Telephone Company
 234 E. 1st Ave.
 Groton, SD 57445

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

9. Drops to Public Buildings.

a. Throughout the term of this Franchise Grantee shall provide, free of charge, one (1)

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service Drop, one (1) Converter, if necessary and requested, and Basic Cable Service which shall consist of at least seventy-five (75) channels ("Complimentary Service"), to all of the sites listed on Exhibit A attached hereto.

b. The City or the building occupant shall have the right to extend Cable Service throughout the building to additional outlets for the provision of Complimentary Service to such additional outlets.

c. Notwithstanding anything to the contrary set forth in this section, Grantee shall not be required to provide Complimentary Service to such buildings unless it is technically feasible.

d. Grantee shall, in any public building hereinafter built, provide all materials, design specifications and technical advice to provide Complimentary Service to such building. If the Installation to such building exceeds two hundred (200) feet, Grantee will accommodate the Installation up to two hundred (200) feet provided that the City or other agency pays the incremental cost of such Installation in excess of two hundred (200) feet. For purposes of this paragraph, "incremental cost" means Grantee's actual cost to provide the Installation beyond two hundred (200) feet, with no mark-up for profit. The recipient of the service will secure any necessary right of entry.

10. Emergency Alert System. At all times during the term of this Franchise, the Grantee shall provide and maintain an Emergency Alert System ("EAS") consistent with Applicable Laws including 47 C.F.R., Part 11.

SECTION III - CONSTRUCTION STANDARDS

1. Construction Codes and Permits.

a. Grantee shall obtain all required permits from City before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within City. Grantee shall strictly adhere to the Municipal Code of Groton and all Applicable Laws currently or hereafter applicable to construction, operation or maintenance of the Cable System in the City and give due consideration at all times to the aesthetics of the property.

b. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of the Franchise and Applicable Law.

2. Repair of Streets and Property. Any and all Streets, including public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work.

3. Conditions of Street Use.

a. If at any time during the term of this Franchise City, shall elect to alter or change the grade or location of any Street, alley or other public way, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the standards and specifications of City. If City reimburses other occupants of the Street, Grantee shall be likewise reimbursed.

b. The Grantee shall, on request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes. Grantee shall have the right to require pre-payment of its costs from the permit holder.

c. Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.

4. Undergrounding of Cable.

a. In all areas of City where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground.

b. In any area of City where one or more public utilities are

aerial, Grantee may construct and install its cables, wires and other facilities from same pole with the consent of the owner of the pole.

c. The Grantee shall at its expense, remove, disconnect, and relocate any of its joint-use facilities when required by the City by reason of removal of overhead electric power lines. The Grantee shall have the option of utilizing any joint trench or boring activities associated with underground electric installations, at no additional cost to the City. Upon notice of requirement to remove, disconnect, or relocate joint use facilities, the Grantee will have 1 calendar year to remove identified facilities.

d. Prior to granting use to any City-Owned overhead electric facilities, the Grantee shall provide to the City a pole-by-pole structural analysis to determine if the additional facilities overload the existing structures. Analysis shall be based on NESC Grade B construction standards. Any facilities the Grantee wants to utilize, that do not meet NESC Grade B criteria, shall be replaced to a manner that meets NESC Grade B criteria at no cost to the City, whether or not said structure met NESC Grade B criteria prior to addition Grantee's facilities or not.

5. Safety Requirements. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause, damage, injuries, or nuisances to the public.

SECTION IV - DESIGN PROVISIONS

1. Operation and Maintenance of System. The Grantee shall render effective service, make repairs, promptly, and interrupt service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice and shall occur during periods of minimum use of the System.

2. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to the FCC's rules and regulations and found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time.

3. Special Testing. City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or non-compliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by City. In the event that special testing is required by City to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the System does not meet FCC technical specifications. If the testing reveals the System does meet FCC technical standards, then the cost of said test shall be borne by City.

4. FCC Reports. Upon request of the City, the results of tests required to be filed by Grantee with the FCC shall also be copied to the City and located in Grantee's public file. However, the City may only request and the Grantee is only required to file those tests that relate specifically to the Grantee's obligations under this Franchise, including all tests required pursuant to state and federal laws and regulations.

5. Lockout Device. To the extent Grantee makes Lockout Devices available to its Subscribers, then upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout

Device.

SECTION V - SERVICES PROVISIONS

1. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing its Cable Services within City. Grantee shall have the right to market its Cable Services door-to-door during reasonable hours consistent with local ordinances and regulation.

2. Customer Service Provisions. At a minimum, the Grantee shall comply with the standards and requirements for customer service set forth in Exhibit C throughout the term of this Franchise. Grantee shall, upon request, which request shall include the reason for the request (such as multiple complaints received or other reasonable evidence of concern regarding compliance by Grantee), provide City with information which shall describe in detail Grantee's compliance with each and every term and provision of Exhibit C.

3. Customer Drop-Off Locations. Grantee agrees to maintain a local office for receiving/exchanging Subscriber equipment.

4. Subscriber Inquiry and Complaint Procedures. Subject to the privacy provisions of 47 U.S.C. § 521 et seq. (1993), Grantee shall, upon request of the City, provide to City all available written records of all complaints maintained by the Grantee in the ordinary course of business, including the resolution (and date of resolution) of such complaints.

5. Subscriber Contracts. Upon request of the City, Grantee shall submit any

Subscriber contract utilized to City. If no written contract exists, Grantee shall file with the City a document completely and concisely stating the terms of the residential Subscriber contract offered to customers, specifically including the length of the Subscriber contract.

6. Refund Policy. In the event a Subscriber established or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.

SECTION VI - PUBLIC, EDUCATION AND GOVERNMENT ACCESS PROVISIONS

1. Public, Educational, and Governmental ("PEG") Access Channels.

a. Unless otherwise directed in writing by the City subject to the requirements of Section II, Paragraph 8 herein, the City is hereby designated to operate, administer, promote, and manage Access public, educational, and governmental programming (hereinafter "PEG Access") to the Cable System established pursuant to this Section VI.

b. Grantee shall dedicate two (2) Channels for PEG Access use on the System. Grantee shall maintain the existing PEG Access Channels on Channel 7 and 12, unless Channel 12 is unavailable in which case Grantee shall locate this PEG Access Channel in reasonable proximity to Channel 7 or near other channels providing local content. In all cases PEG Access Channels shall be located in the same neighborhood to other channels of a similar nature such as PBS or CSPAN. Grantee shall provide City and all Subscribers with at least ninety (90) days prior written notice of any proposed relocation of any PEG Access Channel to a different Channel number. The City shall consider the evolving interactive guides and navigation features available on a Subscriber's set-top unit that may make channel number assignments and placement less important in the future, as viewers may find PEG Access programming through a search function. Grantee agrees not to encrypt the PEG Access Channels any differently than other commercial channels available on the Cable System.

2. Access Rules. The City shall implement rules for use of any specially designated PEG Access Channels. The initial Access rules and any amendments thereto shall be maintained on file with the City and available for public inspection during Normal Business Hours.

3. PEG Channel Capacity on the Cable System.

a. PEG Access Channels on Basic Cable Service. The PEG Access Channels shall be provided as part of the Basic Cable Service and shall be fully available to every Basic Cable Service tier Subscriber.

b. Digital Channels. Grantee shall carry all components of

the PEG Access Channel signals provided by the City including, but not limited to, closed captioning, stereo audio and other elements associated with the programming. The City shall be responsible for providing the PEG Access Channels to the demarcation point at the designated point of origination for the PEG Access Channels. Grantee shall transport and distribute the PEG Access Channels on its Cable System and shall not discriminate against PEG Access Channels with respect to the functionality, signal quality, and features from those of the local broadcast Channels carried on the Cable System in a similar format. With respect to signal quality, Grantee shall not be required to carry a PEG Access Channel in a higher quality format than that of the Channel signal delivered to Grantee, but Grantee shall distribute the PEG Access Channel signal without degradation. Any and all costs associated with any modification of the PEG Access Channels or signals after the PEG Access Channel signals leave the City's designated playback facilities, or any designated playback center authorized by the City, shall be provided free of charge to the City and its designees and shall be borne entirely by Grantee, provided, however, nothing herein shall require Grantee to violate Applicable Law.

c. PEG Access Channels carried in High Definition. The City shall have the option, upon ninety (90) days written notice to Grantee, to require that the Grantee shall provide one (1) of the two (2) PEG Access Channels in both SD and HD (simulcast). Following implementation of the new SD/HD PEG Access Channel, Grantee will provide one (1) SD PEG Access Channel and one (1) SD/HD simulcast PEG Access Channel. No sooner than July 1, 2019, the City will have the option, upon ninety (90) days written notice to

Grantee, to require that the Grantee shall provide a second PEG Access Channel in both SD and HD (simulcast). Following implementation of the second SD/HD PEG Access Channel, Grantee will provide two (2) SD/HD simulcast PEG Access Channels. SD/HD simulcast PEG Access Channels will have the same functionality of Grantee's other SD/HD channels regarding search, selection, and opportunity to "watch in HD" from SD viewing. If Grantee discontinues carriage of SD Channels, all of the PEG Access Channels shall be carried in HD format.

d. HD Equipment. The City acknowledges that receipt of HD format PEG Access Channels may require Subscribers to buy or lease special equipment required by the Cable System to view any HD Channels, or pay additional HD charges applicable to all HD services.

4. Navigation to PEG Access Channels. Grantee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion consistent with Applicable Laws so that Subscribers will have ready access to PEG Access Channels. The Grantee will make available to City the ability to place PEG Access Channel programming information on the interactive channel guide via the electronic programming guide ("EPG") vendor ("EPG provider") that Grantee utilizes to provide the guide service. Grantee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG. All costs and operational requirements of the EPG provider shall be the responsibility of the City.

5. Noncommercial Use of PEG. Permitted noncommercial uses of the PEG Access Channels shall include by way of example and not limitation: (1) the identification of financial supporters similar to what is provided on public broadcasting stations; or (2) the solicitation of financial support for the provision of PEG Access

programming by the City or third party users for charitable, educational or governmental purposes; or (3) programming offered by accredited, non-profit, educational institutions which may, for example, offer telecourses over a PEG Access Channel without charge.

6. PEG Technical Quality.

a. Grantee shall maintain its Cable System in accordance with FCC technical standards so that PEG Access Channels and return lines are at the same level of technical quality and reliability as other commercial signals

carried by Grantee, so long as the PEG Access signal comes to Grantee at that level of quality. There shall be no significant deterioration in signal from the point of origination upstream to the point of reception downstream on the Cable System. All processing equipment used by Grantee for processing PEG Access signals will be of similar quality to the processing equipment used for other commercial Channels.

b. As soon as commercially reasonable and no later than the next business day following written request from City to the Grantee identifying a technical problem with a PEG Access Channel and requesting assistance, Grantee will provide technical assistance or diagnostic services to determine whether or not a problem with a PEG Access signal is the result of matters for which Grantee is responsible and if so, Grantee will take prompt corrective action. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering representation from Grantee and the City in order to determine the course of action to remedy the problem.

7. Access Operating Support.

a. Effective June 1, 2021, Grantee shall collect on behalf of the City a per Subscriber fee initially set at one and one-quarter percent (1.25%) of annual Gross Revenues, solely to fund PEG Access related capital expenditures (hereinafter "PEG Fee"). The time period between the effective date of this

Franchise as set forth in Section XII, Paragraph 1 of this Franchise and June 1, 2021, is intended to provide the Grantee sufficient time to work with its billing vendor and to provide any required notices so that effective June 1, 2021 the PEG Fee will be remitted as set forth in this Section VI, Paragraph 7. The City need not expend the PEG Fees immediately but rather may place them in a designated account to be used for PEG capital purchases over the term of the Franchise. The City may, at any time, reduce the PEG Fee upon ninety (90) days written notice to Grantee. The City may, at any time thereafter, increase the PEG Fee in an amount not to exceed one and one-quarter percent (1.25%) of annual Gross Revenues upon ninety (90) days written notice to Grantee.

b. The PEG Fee shall not be deemed "Franchise Fee" as defined in 47 U.S.C.

§ 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other Applicable Laws. Grantee shall pay the PEG Fee to the City monthly, within thirty (30) days following the end of the each month. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Access support. Any PEG Access support amounts owing pursuant to this Franchise which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve (12) percent per annum or the prime lending rate published by the Wall Street Journal on the day the payment was due plus two percent (2%), whichever is greater.

8. Periodic Evaluation. Upon written request from either party, Grantee and the City shall meet to evaluate the effect of Section VI. Both parties agree to discuss any proposal for modification presented by the other party. Nothing herein shall presume or require consent to any such proposed modification. Modifications may only occur by mutual written consent of both parties.

SECTION VII - OPERATION AND ADMINISTRATION PROVISIONS

1. Franchise Fee.

a. Grantee shall pay to the City a Franchise Fee in the amount equal to five percent (5%) of its annual Gross Revenues.

b. The Franchise Fee shall be paid to the City on a monthly basis. The payment shall be made within thirty (30) days following the end of each month, together with a brief report showing the basis for the computation in a form and substance substantially equivalent to Exhibit D attached hereto.

c. Upon thirty (30) days prior written notice, City shall have the right to conduct an audit or review of Grantee's records for purposes of determining whether

Grantee has accurately collected and paid Franchise Fees. If such audit or review indicates a Franchise Fee underpayment of five percent (5%) or more, the Grantee shall assume all reasonable out-of-pocket costs of such an audit/review and shall remit to the City all applicable Franchise Fees due and payable together with interest thereon at twelve percent (12%) per annum.

d. Except as otherwise provided by law, no acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a Franchise Fee under this Franchise or for the performance of any other obligation of the Grantee.

2. Not Franchise Fees.

a. Grantee acknowledges and agrees that the Franchise Fees payable by Grantee to the City pursuant to Paragraph 1 above shall take precedence over all other payments, contributions, services, equipment, facilities, support, resources or other activities to be provided or performed by the Grantee pursuant to this Franchise and that the Franchise Fees provided for in Paragraph 1 above shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which the Grantee shall be required to pay to the City and/or to any other Governmental Authority, all of which shall be separate and distinct obligations of Grantee.

b. Grantee shall not apply or seek to apply or make any claim that all or any part of the Franchise Fees or other payments or contributions to be made by Grantee to City pursuant to this Franchise and shall be deducted from or credited or offset against any taxes, fees or assessments of general applicability levied or imposed by the City or any other Governmental Authority, including any such tax, fee or assessment imposed on both utilities and cable operators or their services.

c. Grantee shall not apply or seek to apply all or any part of any taxes, fees or assessments of general applicability levied or imposed by the City or any other Governmental Authority (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made pursuant by Grantee to City to this Franchise, each of which shall be deemed to be separate and distinct obligations of the Grantee.

3. Records Required.

a. Grantee shall at all times maintain and shall provide at a location convenient to the City upon ten (10) business days written request:

1. A full and complete set of "as-built" maps showing the location of the Cable System installed or in use in the City, exclusive of Subscriber service Drops and equipment provided in Subscribers' homes.

b. Upon written request by the City, Grantee shall provide a summary of service calls, identifying the number, general nature and disposition of such calls, on a monthly basis. A summary of such service calls shall be submitted to the City within thirty (30) days following its request in a form reasonably acceptable to the City and Grantee.

4. Reports.

a. Upon request of the City and in no event later than thirty (30) days from the date of receipt of such request, Grantee shall prepare and furnish to City, at Grantee's sole cost, such reports and information maintained in the ordinary course of its business regarding operations, affairs, transactions or property, as they relate to the Grantee's compliance with this Franchise. Neither City nor Grantee shall unreasonably demand or withhold information requested pursuant to this section.

SECTION VIII - GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Penalty.

a. City, in its sole discretion may assess against Grantee the following mutually agreed upon liquidated damages:

1. For failure to timely complete line extensions as provided in this Franchise unless the City

has approved delays, failure to meet the customer service standards and requirements as set forth in this Franchise and the exhibits hereto the penalty shall be One Hundred Fifty and No/100 Dollars (\$150) daily fine per day for each day, or part thereof, such failure occurs or continues.

11. For failure to comply with the terms and conditions of the Franchises with the exception of those terms as outlined in Paragraph 1(a)(i) above, the penalty shall be One Hundred and No/100 Dollars (\$100) daily fine per day for each day, or part thereof, such failure occurs or continues.

b. City shall follow the procedures outlined below:

I. If City finds that Grantee has violated one (1) or more terms,

conditions or provisions of this Franchise, a written notice shall be given to Grantee, specifying with particularity the alleged violation.

At any time after thirty (30) days (or such additional reasonable time which is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one (1) or more terms, conditions or provisions of this Franchise, City may impose all penalties and other monies due from the date of the local receipt of notice and Grantee shall have no more than five (5) business days to remit such penalties and other monies due the City.

ii. Whenever notice of an alleged violation has been received by Grantee, Grantee may, within thirty (30) days of local receipt of notice, notify the issuer of the notice that there is a dispute as to whether a violation or failure has, in fact, occurred.

Such notice by Grantee shall toll the running of the time frames for cure and the accrual of any penalties herein and shall specify with particularity the matters disputed by Grantee. City shall hear Grantee's dispute at its next regularly scheduled meeting or as soon thereafter as possible. Grantee shall be afforded a reasonable notice of the meeting and afforded a reasonable opportunity to participate in and be heard at the meeting. City shall supplement its decision with a written order sustaining or overruling the decision, and shall specify with particularity the basis for its decision.

111. Upon determination that no violation has taken place, City shall withdraw the notice alleging a violation. Upon determination that a violation has occurred, Grantee shall have the balance of its initial thirty (30) day cure period, measured from the date the Grantee disputed the notice of violation to cure said violation before penalties shall accrue.

iv. Grantee shall have the right to challenge the findings that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise or has failed to substantially cure such violation in a court of competent jurisdiction.

v. If Grantee should fail to remit such penalties and other monies due the City as mandated by Paragraph 1(b)(i) above, the Grantee agrees to pay City's reasonable costs and attorneys' fees incurred by the City to obtain all required payments from Grantee.

2. Franchise Violation.

a. Whenever the City finds that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee, specifying with particularity the alleged violation. At any time after thirty (30) days (or such additional reasonable time which is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one (1) or more terms, conditions or provisions of this Franchise, the City may mandate payments by Grantee of all penalties and other monies due the City from the date of the local receipt of notice.

b. Whenever notice of an alleged violation has been received by Grantee, Grantee may, within thirty (30) days of local receipt of notice, notify City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to City shall toll the running of the time frames and the accrual of penalties herein and shall specify with particularity the matters

disputed by Grantee. City shall hear Grantee's dispute at the next regularly scheduled Council meeting. City shall supplement the Council decision with written findings of fact.

c. If Grantee fails either to cure the alleged violation or breach within the time prescribed or to commence correction of the violation or breach within the time prescribed and thereafter diligently pursue correction of such alleged violation or breach, the City shall then give written notice of not less than fourteen (14) days of a public hearing to be held before the Council. Said notice shall specify the violations or breaches alleged to have occurred.

d. At the public hearing, the Council shall hear and consider relevant evidence and thereafter render findings and its decision.

e. In the event the Council finds that a material violation or breach exists and that Grantee has not cured the same in a satisfactory manner or has not diligently commenced to cure of such violation or breach after notice thereof from City and is not diligently proceeding to fully cure such violation or breach, the Council may revoke and terminate the Franchise or impose liquidated damages in accordance with Section VIII, Paragraph 1(a). Grantee may appeal such action to any court and/or regulatory agency of competent jurisdiction and the Franchise shall remain in effect during the pendency of such appeal(s).

f. To avoid confusion, the same procedure set forth in Section VIII, Paragraph 1(b) and Paragraph 2 of this Franchise need not be duplicated.

3. Indemnification of City.

a. Grantee shall indemnify, defend and hold the City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liability, demands, damages, judgments, settlements, losses, expenses (including reasonable attorneys' fees) and costs of any nature that any of the Indemnified Parties may at any time, directly or indirectly,

I suffer, sustain or incur arising out of, based upon or in any way connected with the grant of this Franchise to Grantee, the operation of Grantee's System and/or the acts and/or omissions of Grantee or its agents or employees, whether or not pursuant to the Franchise. This indemnity shall apply, without limitation, to any action or cause of action for invasion of privacy, defamation, antitrust, errors and omissions, theft, fire, violation or infringement of any copyright, trademark, trade names, service mark, patent, or any other right of any Person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise, but shall exclude any claim or action arising out of the negligence, or willful misconduct of the Indemnified Parties or related to any City programming or other Access programming for which the Grantee is not legally responsible or any assertion of a Franchise violation by City.

b. In order for City to assert its rights to be indemnified, defended, and held harmless, City must with respect to each claim:

1. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;

ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to Paragraph 2 above.

4. Insurance. Upon the effective date of this Franchise, the Grantee shall obtain, pay all premiums for and make available to the City at its request copies of an insurance certificate evidencing the following insurance policies:

a. A general comprehensive liability insurance policy insuring, indemnifying, defending and saving harmless the Indemnified Parties from any and all claims by any Person whatsoever on account of injury to or death of a Person or Persons occasioned by the operations of the Grantee under any Franchise granted hereunder, or alleged to have

been so caused or occurred with a minimum coverage of One Million Dollars (\$1,000,000) for personal injury or death of one (1) Person, and Two Million Dollars (\$2,000,000) for personal injury or death of any two (2) or more Persons in any one (1) occurrence.

b. Property damage insurance for property damage occasioned by the operation of Grantee under this Franchise, or alleged to have been so caused or occurred, with minimum coverage of One Million Dollars (\$1,000,000) for property damage to the property of any one (1) Person and

Two Million Dollars (\$2,000,000) for property damage to the property of two (2) or more Persons in any one (1) occurrence.

c. Workers Compensation Insurance as provided by Applicable Laws.

d. All insurance policies called for herein shall be in a form satisfactory to the City with a company licensed to do business in the State of South Dakota with a rating by AM. Best & Co. of not less than "A-," and shall require thirty (30) days written notice of any cancellation to both the City and the Grantee. The Grantee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within thirty (30) days following receipt by the City or the Grantee of any notice of cancellation.

I SECTION IX - REVOCATION, ABANDONMENT, TRANSFER AND SALE OF FRANCHISE

1. City's Right to Revoke. In addition to all other rights which City has pursuant to law or equity, City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required by Section IX, Paragraph 2(b) herein, it is determined Grantee has violated any material provision of this Franchise.

2. Procedures for Revocation.

a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. Together with the notice required herein, City shall provide Grantee with written findings of fact which are the basis of the revocation.

b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to revocation, which public hearing shall follow the sixty (60) day notice provided in Paragraph 2(a) above. City shall provide Grantee with written notice of its decision together with written finds of fact supplementing said decision.

c. After the public hearing and upon written determination by City to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

e. Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void.

3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to the City.

4. Franchise Non-Transferable.

a. Grantee shall not voluntarily, by operation of law or otherwise, sell, assign, transfer, lease, sublet or otherwise dispose of, in whole or in part, the Franchise and/or Cable System, without the prior written consent of the City and then only upon such reasonable terms and conditions as allowed under Applicable Laws, which consent shall not be unreasonably denied or delayed. Failure to comply with this Section IX, Paragraph 4(a) shall be grounds for termination of this Franchise.

b. Without limiting the nature of the events requiring the City's approval under this section, the following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or Cable System requiring compliance with this section: (i) the sale, assignment or other transfer of all or a majority of Grantee's assets or the assets comprising the Cable System to any Person; (ii) the merger of the Grantee or any of its parents with or into another Person (including the merger of Grantee or any

parent with or into any parent or subsidiary corporation or other Person); (iii) the consolidation of the Grantee or any of its parents with any other Person; (iv) the creation of a subsidiary corporation or other entity to which the Franchise and/or Cable System is transferred or assigned; (v) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in Grantee or any of its parents by one (1) or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in Grantee; and (vi) the issuance of additional capital stock or partnership, membership or other equity interest by Grantee or any of its parents so as to create a new controlling interest in Grantee. The term "controlling interest" as used herein is not limited to majority equity ownership of the Grantee, but also includes actual working control over the Grantee, any parent of Grantee and/or the System in whatever manner exercised.

c. Grantee shall notify City in writing of any foreclosure or any other judicial sale of all or a substantial part of the property and assets comprising the Cable System of the Grantee or upon the termination of any lease or interest covering all or a substantial part of said property and assets.

d. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, Grantee agrees to provide FCC Form 394 as part of any request for transfer or change of control under this Franchise. If, after considering the legal, financial, character and technical qualities of the transferee and determining that they are satisfactory, the City finds that such transfer is acceptable, the City shall permit such transfer and assignment of the rights and obligations of such Franchise. The consent of the City to such transfer shall not be unreasonably denied.

e. Any financial institution having a security interest in any and all of the property and assets of Grantee as security for any loan made to Grantee or any of its affiliates for the construction and/or operation of the Cable System must notify the City that it or its designee satisfactory to the City shall take control of and operate the Cable System, in the event of a default in the payment or performance of the debts, liabilities or obligations of Grantee or its affiliates to such financial institution. Further, said financial institution shall also submit a plan for such operation of the System within thirty (30) days of assuming such control that will insure continued service and compliance with all Franchise requirements during the term of the financial institution or its designee exercises control over the System. The financial institution or its designee shall not exercise control over the System for a period exceeding one (1) year unless extended by the City in its discretion and during said period of time it shall have the right to petition the City to transfer the Franchise to another Grantee.

f. In addition to the aforementioned requirements in this section, the City and Grantee shall, at all times, comply with the requirements of all other Applicable Laws.

5. Receivership and Foreclosure.

a. This Franchise shall, at the option of City, cease and terminate one hundred twenty (120) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: (1) such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all the defaults and violations under this Franchise or provided a plan for the remedy of such defaults and violations which is satisfactory to the City; and

(2) such receivers or trustees shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every

term, provision and limitation of this Franchise.

b. In the case of a foreclosure or other judicial sale of the Franchise property, or any material part thereof, City may give notice of termination of any Franchise granted pursuant to this Franchise upon Grantee and the successful bidder at such sale, in which the event the Franchise granted and all rights and privileges of the Grantee hereunder shall cease and terminate thirty (30) days after such notice has been given, unless (1) City shall have approved the transfer of the Franchise in accordance with the provisions of this Franchise; and (2) such successful bidder shall have covenanted and agreed with City to assume and be bound by all terms and conditions of the Franchise.

SECTION X - PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex or age. Grantee shall comply at all times with all other applicable federal, state, and City laws, and all executive and administrative orders relating to nondiscrimination.

2. Subscriber Privacy. Grantee shall comply with terms of 47 U.S.C. Section 551 relating to the protection of Subscriber privacy.

SECTION XI - MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be done in accordance with Applicable Laws and regulations.

2. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in Applicable Laws. City shall act pursuant to local law pertaining to the ordinance amendment process.

3. Rights Reserved to City.

a. In addition to any rights specifically reserved to the City by this Franchise, the City reserves to itself every right and power which is required to be reserved by a provision of the Franchise.

b. The City shall have the right to waive any provision of the Franchise, except those required by Applicable Laws, if the City, in its sole opinion, determines (1) that it is in the public interest to do so, and (2) that the enforcement of such provision will impose an undue hardship on the Grantee or the Subscribers in all cases subject to Section XI, Paragraph 5 herein. Waiver of any provision in one (1) instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the Franchise unless the statement so recites.

4. Severability. If any provision of this Franchise is held by any Governmental Authority of competent jurisdiction, to be invalid as conflicting with any Applicable Laws now or hereafter in effect, or is held by such Governmental Authority to be modified in any way in order to conform to the requirements of any such Applicable Laws, such provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such Applicable Laws are subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such laws, said provision shall thereupon return to full force and effect and shall thereafter be binding on City and Grantee, provided that City shall give Grantee thirty (30) days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

5. Force Majeure; Grantee's Inability to Perform. In the event Grantee's performance of any of the terms, conditions or obligations required by this Franchise is prevented by a cause or event not within Grantee's control, such inability to perform shall be deemed excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this section, causes or events not within the control of Grantee shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, equip-

ment availability, unseasonal and/or unusual weather conditions, restraints imposed by order of a governmental agency or court, failure or loss of utilities, explosions, damage to the System such as fiber cuts, acts of public enemies, and natural disasters such as floods, earthquakes, landslides and fires.

SECTION XII - PUBLICATION, EFFECTIVE DATE AND ACCEPTANCE

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable South Dakota law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section XII, Paragraph 2 herein.

2. Acceptance.

a. Grantee shall accept this Franchise by executing the same. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes.

b. Upon acceptance of this Franchise, Grantee shall be bound by all terms and conditions contained herein.

c. Grantee shall accept this Franchise in the following manner:

1. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

11. With its acceptance, Grantee shall also deliver all insurance certificates required herein that have not previously been delivered.

PASSED FIRST READING: April 6, 2021

Passed Second Reading: April 20, 2021

Final Adoption Date: April 20, 2021

Published: April 28, 2021

Effective Date: March 18, 2021

ATTEST: Scott Hanlon, Mayor
Hope Block, Finance Officer

EXHIBIT A
PUBLIC BUILDINGS
NAME STREET ADDRESS
City Hall 209 N. Main
Groton Police Department
209 N. Main

Fire Station 209 N. Main
Groton Schools:
High School 406 N. 2nd St.
Elementary 810 N. 1st St.
{00033836. DOCX/ A-1

EXHIBIT B

PUBLIC BUILDINGS TO BE PROVIDED WITH TWO-WAY CAPABILITY

1. Grantee shall provide fiber connectivity from City Hall. The High School shall continue to serve as the master control for PEG playback (control point). Grantee shall pick up all PEG signals at the High School and transport them back to Grantee's headend for distribution downstream to Grantee's Subscribers. Grantee shall have twelve (12) months from the effective date of the Franchise to complete any required construction. Grantee shall complete the fiber construction to the City Hall by the end of 2021 due to existing technical issues related to the transport of PEG programming from City Hall to the High School.

2. Grantee shall continue to provide two-way capability to all of the sites listed below, allowing for live transmission of PEG Access programming upstream to Grantee's headend. The City shall ensure PEG Access Channels and signals leaving the playback facilities are in compliance with applicable FCC technical standards.

NAME STREET ADDRESS
City Hall 209 N. Main
Groton Police Department
209 N. Main

Fire Station 209 N. Main
Groton Schools:
High School 406 N. 2nd St.
Elementary 810 N. 1st St.

EXHIBIT C CUSTOMER SERVICE STANDARDS

Grantee shall maintain one (1) or more customer service and bill payment offices at convenient locations to provide the necessary facilities, equipment and personnel to comply with the following consumer protection standards under Normal Operating Conditions:

(a) Cable System office hours and telephone availability.

(1) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

(a) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(b) After Normal Business Hours, the access line may be answered by a service or an automated response system,

including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

(2) Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90%) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

(3) The Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(4) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(5) Customer service center and bill payment locations will be open at least during Normal Business Hours.

(b) Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(1) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are defined in the Franchise.

(2) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee must begin actions to correct other service problems the next business day after notification of the service problem.

(3) The "appointment window" alternatives for Installations, service calls, and other Installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. (The Grantee may schedule service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(4) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(5) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted prior to the time of the scheduled appointment. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(c) Communications between Grantee and Subscribers.

(1) The Grantee shall provide written information on each of the following areas at the time of Installation of service, at least annually to all Subscribers, and at any time upon request:

(a) Products and services offered;

(b) Prices and options for programming services and conditions of subscription to programming and other services;

(c) Installation and service maintenance policies;

(d) Instructions on how to use the Cable Service;

(e) Channel positions of the programming carried on the System; and

(f) Billing and complaint procedures, including the address and telephone number of the Grantee's office within the Service Area.

(2) Customers will be notified of any changes in rates, programming services or

Channel positions as soon as possible through announcements on the Cable System and in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by Paragraph (c)(1) above.

(d) Refunds. Refund checks will be issued promptly, but no later than either:

(1) The customer's next billing cycle following resolution of the request or thirty (30) days,

whichever is earlier, or

(2) The return of the equipment supplied by the Grantee if service is terminated.

(e) Credits. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(f) Billing.

(1) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(2) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

(g) Notice of Rate Programming Change. In addition to the requirement of this Exhibit C regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change

(e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(h) Late Fees. Grantee shall comply with all Applicable Laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

(i) Disputes. All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board or commission of the City.

(j) Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to customers, and in a way that (A) is not misleading and (B) does not omit material information. Grantee

may, in its sole discretion, consolidate costs on customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(k) Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) days in a manner deemed reasonable by the City under the terms of the Franchise.

(1) Maintain a Complaint Phone Line. Grantee shall maintain a local or toll-free telephone Subscriber complaint line, available to its Subscribers twenty-four (24) hours per day, seven (7) days a week.

(m) Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill, the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints. Additionally, Grantee shall state that complaints should be made to Grantee prior to contacting the City.

Published once at the total approximate cost of \$806.12. 19998

Groton City Ord. 744

Midco Franchise

ORDINANCE NO. 744

AN ORDINANCE GRANTING A FRANCHISE TO MIDCONTINENT

COMMUNICATIONS TO CONSTRUCT, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE CITY OF GROTON, SOUTH DAKOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE;

PROVIDING FOR REGULATIONS AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS.

BE IT ORDAINED BY THE CITY OF GROTON AS FOLLOWS:

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this Franchise, to bring about the development of a newer Cable System, and the continued operation of it. Such a development can contribute significantly to the communication needs and desires of many. Further, the City may achieve better utilization and improvement of public services with the development and operation of a newer Cable System.

FINDINGS

In review of the request by Midcontinent Communications ("Grantee") and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

(A) The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved at a council meeting after due notice and a reasonable opportunity to be heard;

(B) Grantees' plans for operating the Cable System were considered and found adequate and feasible in a full public council meeting after due notice and a reasonable opportunity to be heard; and

(C) This Franchise complies with South Dakota statutes, federal laws and regulations.

SECTION I - SHORT TITLE AND DEFINITIONS

1. Short Title. This Franchise shall be known and cited as the Cable Franchise Ordinance.

2. Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

a. "Access" means the availability of the Cable System (i.e., channel capacity) for use by various agencies, institutions, organizations, groups and individuals to acquire, create, edit and distribute Video Programming. Grantee does not have editorial control of the content of Access programming.

b. "Applicable Laws" means any local, State or federal law, statute, ordinance, rule or regulation including the City of Groton Municipal Code.

c. "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7) (1993).

d. "Cable Service" or "Service" means:

i. The one-way transmission to Subscribers of (i) Video Programming, or (ii) other programming service; and

ii. Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.

e. "Cable System" or "System" means a facility, 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 a community, but such term does not include:

i. a facility that serves only to retransmit the television signals of one or more television broadcast stations;

ii. a facility that serves Subscribers without using any public right-of-way;

iii. a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§ 201 et seq., except that such facility shall be considered a Cable System (other than for purposes of 47 U.S.C. § 541(c) to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

iv. an open video system that complies with 47 U.S.C. § 573; or

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

f. "City" means the City of Groton, a municipal corporation, in the State of South Dakota.

g. "Converter" means an electronic device which converts signals to a frequency acceptable to a television receiver of a

Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

h. "Council" means the City Council of Groton, South Dakota.

1. "Drop" means the cable that connects the ground block Subscriber's residence to the nearest feeder cable of the System.

J. "Educational Access" means schools, colleges, and universities are the primary or designated programmers or users.

k. "FCC" means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

I. "Franchise" means this Franchise and the regulatory and contractual relationship established thereby.

m. "Franchise Fee" means any tax, fee or assessment of any kind imposed by the City or any other Governmental Authority on a Grantee or cable Subscriber, or both, solely because of their status as such. The term "Franchise Fee" does not include: (i) any tax, fee or assessment of general applicability (including any such tax, fee or assessment imposed on both utilities and cable operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable operators or cable Subscribers); (ii) capital costs which are required by the Franchise to be incurred by the Grantee for PEG Access facilities; (iii) requirements or charges incidental to the awarding or enforcing of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties or liquidated damages; or (iv) any fee imposed under Title 17 of the United States Code.

n. "Governmental Access" means governmental institutions, departments, agencies or their designees are the primary or designated programmers or users.

o. "Governmental Authority" means any court or other federal, state, county, municipal or other governmental department, commission, board, agency or instrumentality.

p. "Grantee" is Midcontinent Communications, its agents and employees, lawful successors; transferees or assignees.

q. "Gross Revenue" means any and all revenues in any way derived by the Grantee from, or in connection with, the operation of the Cable System to provide Cable Services in the City. Gross Revenues shall include, by way

of example but not limitation, revenues from Basic Cable Service, digital cable, all Cable Service fees, premium, pay-per-view, Pay Television, Franchise Fees, home shopping revenue, Installation and reconnection fees, upgrade and downgrade fees, advertising revenue, Converter rental and remote fees and Lockout Device fees. Gross Revenue shall not include fees for the sale, leasing or servicing of equipment, network capacity and facilities rent for the provision of non-cable services (voice or data services), tower rent, refundable deposits, bad debt, investment income or any taxes, fees or assessments of general applicability imposed or assessed by any Governmental Authority. A Franchise Fee is not such a tax, fee or assessment. Gross Revenues shall not include any PEG Fees billed to or collected from Subscribers. The City acknowledges and accepts that Grantee shall maintain its books and records in accordance with Generally Accepted Accounting Principles ("GAAP").

r. "Installation" means the connection of the System from feeder cable to the point of connectivity.

s. "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable System.

t. "Normal Business Hours" means those hours during which most similar businesses in the City are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one (1) night per week and/or some weekend hours.

u. "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and

severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the System.

v. "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or cable programming services.

w. "PEG" means public, educational and governmental. Reference to "access channels" shall mean "PEG Access Channels."

x. "PEG Access" means public, access, educational access, and governmental access, collectively.

y. "Person" means any individual or any association, firm, general partnership, limited partnership, joint stock company, joint venture, trust, corporation, limited liability company or other legally recognized entity, private or public, whether for-profit or not-for-profit.

z. "Public Access" means organizations, non-profit groups or individual members of the general public, on a non-discriminatory, first-come, first-served basis, are the primary or designate programmers or users.

aa. "Service Area" means the entire geographic area within the City as it is now constituted or may in the future be constituted.

bb. "Service Interruption" means the loss of picture or sound on one (1) or more cable channels.

cc. "Standard Installation" means any residential installation which can be completed using a Drop of one hundred fifty (150) feet or less.

dd. "Street" means any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including general or utility easements in which the City has the right and authority to authorize, regulate or permit the location of facilities other than those of the City. "Street" shall not include any real or personal City property that is not specifically described in the previous sentence and shall not include City buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the public right-of-way.

ee. "Subscriber" means any Person who lawfully receives Cable Service. In the case of multiple office buildings or multiple dwelling units, the "Subscriber" means the lessee, tenant or occupant.

ff. "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION II - GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.

2. Grant of Nonexclusive Authority.

a. This nonexclusive Franchise is granted pursuant to the terms and conditions contained herein. The City hereby authorizes Grantee to occupy or use the City's Streets subject to: 1) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and 2) all applicable provisions of the Municipal Code of Groton. Said Franchise shall constitute both a right and an obligation to provide Cable Services as required by the provisions of this Franchise. Nothing in this Franchise shall be construed to prohibit Grantee from: (1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the City's legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any right to regulate.

b. The Franchise shall be non-exclusive, and City reserves the right to grant a similar use of said Streets, alleys, public ways and places, to any Person at any time during the period of this Franchise, provided, however, that any additional cable franchise grants shall be under the same substantive terms and conditions

as this Franchise as determined in City's sole discretion.

3. Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless renewed, revoked or terminated sooner as herein provided.

4. Previous Franchises. Upon acceptance by Grantee as required by Section XII, Paragraph 2 herein, this Franchise shall supersede and replace any previous ordinance or agreement granting a Franchise to Grantee to own, operate and maintain a Cable System within City. Ordinance No. 373 is hereby expressly repealed.

5. Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise.

6. Territorial Area Involved.

a. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of forty (40) homes per cable mile as measured from the last fiber node or terminating amplifier. Access to Cable Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas.

b. Grantee shall promptly bury all Drops to Subscribers' dwellings when required by local construction standards. In the event the ground is frozen or otherwise unsuitable to permit immediate burial, Grantee shall be permitted to delay such burial until the ground becomes suitable for burial and shall complete said burial no later than July 1st of each year.

7. Governing Requirements and Non-waiver of Rights. City and Grantee shall comply with all lawful requirements of this Franchise and Applicable Law. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and has the right to enter into, execute and perform its obligations under this Franchise and that Grantee believes that said terms and conditions are not unreasonable and are valid and binding obligations. Subject to the foregoing, nothing in this Franchise shall be construed as a waiver of any rights of the City or Grantee.

8. Written Notice. The Grantee shall designate an agent upon whom process against it may be served on behalf of the City. All notices, reports or demands required or permitted to be given under this Franchise shall be in writing and shall be deemed to be given when delivered personally to the party designated below, or when two (2) days have elapsed after it has been deposited in the United States mail in a sealed envelope, with registered or certified mail, postage prepaid thereon, or on the next business day if sent by express mail or nationally recognized overnight air courier addressed to the party to which notice, report or demand is being given, as follows:

If to City: City of Groton
209 N. Main
P.O. Box 587
Groton, SD 57445
If to Grantee: Midcontinent Communications
3901 N. Louise Ave
Sioux Falls, SD
57107

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

9. Drops to Public Buildings.

a. Throughout the term of this Franchise Grantee shall provide, free of charge, one (1) service Drop, one (1) Converter, if necessary and requested, and Basic Cable Service which shall consist of at least seventy-five (75) channels ("Complimentary Service"), to all of the sites listed on Exhibit A attached hereto.

b. The City or the building occupant shall have the right to extend Cable Service throughout the building to additional outlets for the provision of Complimentary Service to such additional outlets.

c. Notwithstanding anything to the contrary set forth in this section, Grantee shall not be required to provide Complimentary Service to such buildings unless it is technically feasible.

d. Grantee shall, in any public building hereinafter built, provide all materials, design specifications and technical advice to provide Complimentary Service to such building. If the Installation to such building exceeds two hundred (200) feet, Grantee will accommodate the Installation up to two hundred (200) feet provided that the City or other agency pays the incremental cost of such Installation in excess of two hundred (200) feet. For purposes of this paragraph, "incremental cost" means Grantee's actual cost to provide the Installation beyond two hundred (200) feet, with no mark-up for profit. The recipient of the service will secure any necessary right of entry.

10. Emergency Alert System. At all times during the term of this Franchise, the Grantee shall provide and maintain an Emergency Alert System ("EAS") consistent with Applicable Laws including 47 C.F.R., Part 11.

SECTION III - CONSTRUCTION STANDARDS

1. Construction Codes and Permits.

a. Grantee shall obtain all required permits from City before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within City. Grantee shall strictly adhere to the Municipal Code of Groton and all Applicable Laws currently or hereafter applicable to construction, operation or maintenance of the Cable System in the City and give due consideration at all times to the aesthetics of the property.

b. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of the Franchise and Applicable Law.

2. Repair of Streets and Property. Any and all Streets, including public or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work.

3. Conditions of Street Use.

a. If at any time during the term of this Franchise City, shall elect to alter or change the grade or location of any Street, alley or other public way, the Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the standards and specifications of City. If City reimburses other occupants of the Street, Grantee shall be likewise reimbursed.

b. The Grantee shall, on request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes. Grantee shall have the right to require pre-payment of its costs from the permit holder.

c. Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.

4. Undergrounding of Cable.

a. In all areas of City where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground.

b. In any area of City where one or more public utilities are aerial, Grantee may construct and install its cables, wires and other facilities from same pole with the consent of the owner of the pole.

c. The Grantee shall at its expense, remove, disconnect, and relocate any of it is joint-use facilities when required by the City by reason of removal of overhead electric power lines. The Grantee shall have the option of utilizing any joint trench or boring activities associated with underground electric installations, at no additional cost to the City. Upon notice of requirement to remove, disconnect, or relocate joint use facilities, the Grantee will have 1 calendar year to remove identified facilities.

d. Prior to granting use to any City-Owned overhead electric facilities, the Grantee shall provide to the City a pole-by-pole structural analysis to determine if the additional facilities overload the existing structures. Analysis shall be based on NESC Grade B construction standards. Any facilities the Grantee wants to utilize, that do not meet NESC Grade B criteria, shall be replaced to a manner that meets NESC Grade B criteria at no cost to the

City, whether or not said structure met NESC Grade B criteria prior to addition Grantee's facilities or not.

5. Safety Requirements. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause, damage, injuries, or nuisances to the public

SECTION IV - DESIGN PROVISIONS

1. Operation and Maintenance of System. The Grantee shall render effective service, make repairs, promptly, and interrupt service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice and shall occur during periods of minimum use of the System.

2. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to the FCC's rules and regulations and found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time.

3. Special Testing. City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or non-compliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by City. In the event that special testing is required by City to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the System does not meet FCC technical specifications. If the testing reveals the System does meet FCC technical standards, then the cost of said test shall be borne by City.

4. FCC Reports. Upon request of the City, the results of tests required to be filed by Grantee with the FCC shall also be copied to the City and located in Grantee's public file. However, the City may only request and the Grantee is only required to file those tests that relate specifically to the Franchise, including all tests required pursuant to state and federal laws and regulations.

5. Lockout Device. To the extent Grantee makes Lockout Devices available to its Subscribers, then upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

SECTION V - SERVICES PRO-

VISIONS

1. Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing its Cable Services within City. Grantee shall have the right to market its Cable Services door-to-door during reasonable hours consistent with local ordinances and regulation.

2. Customer Service Provisions. At a minimum, the Grantee shall comply with the standards and requirements for customer service set forth in Exhibit C throughout the term of this Franchise. Grantee shall, upon request, which request shall include the reason for the request (such as multiple complaints received or other reasonable evidence of concern regarding compliance by Grantee), provide City with information which shall describe in detail Grantee's compliance with each and every term and provision of Exhibit C.

3. Customer Drop-Off Locations. Grantee agrees to maintain a local office for receiving/exchanging Subscriber equipment.

4. Subscriber Inquiry and Complaint Procedures. Subject to the privacy provisions of 47 U.S.C. § 521 et seq. (1993), Grantee shall, upon request of the City, provide to City all available written records of all complaints maintained by the Grantee in the ordinary course of business, including the resolution (and date of resolution) of such complaints.

5. Subscriber Contracts. Upon request of the City, Grantee shall submit any Subscriber contract utilized to City. If no written contract exists, Grantee shall file with the City a document completely and concisely stating the terms of the residential Subscriber contract offered to customers, specifically including the length of the Subscriber contract.

6. Refund Policy. In the event a Subscriber established or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.

SECTION VI - PUBLIC, EDUCATION AND GOVERNMENT ACCESS PROVISIONS

1. Public, Educational, and Governmental ("PEG") Access Channels.

a. Unless otherwise directed in writing by the City subject to the requirements of Section II, Paragraph 8 herein, the City is hereby designated to operate, administer, promote, and manage Access public, educational, and governmental programming (hereinafter "PEG Access") to the Cable System established pursuant to this Section VI.

b. Grantee shall dedicate two (2) Channels for PEG Access use on the System. Grantee shall maintain the existing PEG Access Channels on Channel 7 and 12, unless Channel 12 is unavailable in which case Grantee shall locate this PEG Access Channel in reasonable proximity to Channel 7 or near other channels providing local content. In all cases PEG Access Channels shall be located in the same neighborhood to other channels of a similar nature such as PBS or CSPAN. Grantee shall provide City and all Subscribers with at least ninety (90) days prior written notice of any proposed relocation of any PEG Access Channel to a different Channel number. The City shall consider the evolving interactive guides and navigation features available on a Subscriber's set-top unit that may make channel number assignments and placement less important in the future, as viewers may find PEG Access programming through a search function. Grantee agrees not to encrypt the PEG Access Channels any differently than other commercial channels available on the Cable System.

2. Access Rules. The City shall implement rules for use of any specially designated PEG Access Channels. The initial Access rules and any amendments thereto shall be maintained on file with the City and available for public inspection during Normal Business Hours.

3. PEG Channel Capacity on the Cable System.

a. PEG Access Channels on Basic Cable Service. The PEG Access Channels shall be provided as part of the Basic Cable Service and shall be fully available to every Basic Cable Service tier Subscriber.

b. Digital Channels. Grantee shall carry all components of the PEG Access Channel signals provided by the City includ-

ing, but not limited to, closed captioning, stereo audio and other elements associated with the programming. The City shall be responsible for providing the PEG Access Channels to the demarcation point at the designated point of origination for the PEG Access Channels. Grantee shall transport and distribute the PEG Access Channels on its Cable System and shall not discriminate against PEG Access Channels with respect to the functionality, signal quality, and features from those of the local broadcast Channels carried on the Cable System in a similar format. With respect to signal quality, Grantee shall not

be required to carry a PEG Access Channel in a higher quality format than that of the Channel signal delivered to Grantee, but Grantee shall distribute the PEG Access Channel signal without degradation. Any and all costs associated with any modification of the PEG Access Channels or signals after the PEG Access Channel signals leave the City's designated playback facilities, or any designated playback center authorized by the City, shall be provided free of charge to the City and its designees and shall be borne entirely by Grantee, provided, however, nothing herein shall require Grantee to violate Applicable Law.

c. PEG Access Channels carried in High Definition. The City shall have the option, upon ninety (90) days written notice to Grantee, to require that the

Grantee shall provide one (1) of the two (2) PEG Access Channels in both

SD and HD (simulcast). Following implementation of the new SD/HD PEG Access Channel, Grantee will provide one (1) SD PEG Access Channel and one (1) SD/HD simulcast PEG Access Channel. No sooner than July 1, 2019, the City will have the option, upon ninety (90) days written notice to

Grantee, to require that the Grantee shall provide a second PEG Access Channel in both SD and HD (simulcast). Following implementation of the second SD/HD PEG Access Channel, Grantee will provide two (2) SD/HD simulcast PEG Access Channels. SD/HD simulcast PEG Access Channels will have the same functionality of Grantee's other SD/HD channels regarding search, selection, and opportunity to "watch in HD" from SD viewing. If Grantee discontinues carriage of SD Channels, all of the PEG Access Channels shall be carried in HD format.

d. HD Equipment. The City acknowledges that receipt of HD format PEG Access Channels may require Subscribers to buy or lease special equipment required by the Cable System to view any HD Channels, or pay additional HD charges applicable to all HD services.

4. Navigation to PEG Access Channels. Grantee agrees that if it utilizes a visual interface under its control on its Cable System for all Channels, the PEG Access Channels shall be treated in a non-discriminatory fashion consistent with Applicable Laws so that Subscribers will have ready access to PEG Access Channels. The Grantee will make available to City the ability to place PEG Access Channel programming information on the interactive channel guide via the electronic programming guide ("EPG") vendor ("EPG provider") that Grantee utilizes to provide the guide service. Grantee will be responsible for providing the designations and instructions necessary for the PEG Access Channels to appear on the EPG. All costs and operational requirements of the EPG provider shall be the responsibility of the City.

5. Noncommercial Use of PEG. Permitted noncommercial uses of the PEG Access Channels shall include by way of example and not limitation: (1) the identification of financial supporters similar to what is provided on public broadcasting stations; or (2) the solicitation of financial support for the provision of PEG Access programming by the City or third party users for charitable, educational or governmental purposes; or (3) programming offered by accredited, non-profit, educational institutions which may, for example, offer telecourses over a PEG Access Channel without charge.

6. PEG Technical Quality.

a. Grantee shall maintain its Cable System in accordance with FCC technical standards so that PEG Access Channels and return lines are at the same level of technical quality and reliability as other commercial signals carried by Grantee, so long as the PEG Access signal comes

to Grantee at that level of quality. There shall be no significant deterioration in signal from the point of origination upstream to the point of reception downstream on the Cable System. All processing equipment used by Grantee for processing PEG Access signals will be of similar quality to the processing equipment used for other commercial Channels.

b. As soon as commercially reasonable and no later than the next business day following written request from City to the Grantee identifying a technical problem with a PEG Access Channel and requesting assistance, Grantee will provide technical assistance or diagnostic services to determine whether or not a problem with a PEG Access signal is the result of matters for which Grantee is responsible and if so, Grantee will take prompt corrective action. If the problem persists and there is a dispute about the cause, then the parties shall meet with engineering representation from Grantee and the City in order to determine the course of action to remedy the problem.

7. Access Operating Support.

a. Effective June 1, 2021, Grantee shall collect on behalf of the City a per Subscriber fee initially set at one and one-quarter percent (1.25%) of annual Gross Revenues, solely to fund PEG Access related capital expenditures (hereinafter "PEG Fee"). The time period between the effective date of this

Franchise as set forth in Section XII, Paragraph 1 of this Franchise and June 1, 2021, is intended to provide the Grantee sufficient time to work with its billing vendor and to provide any required notices so that effective June 1, 2021 the PEG Fee will be remitted as set forth in this Section VI, Paragraph 7. The City need not expend the PEG Fees immediately but rather may place them in a designated account to be used for PEG capital purchases over the term of the Franchise. The City may, at any time, reduce the PEG Fee upon ninety (90) days written notice to Grantee. The City may, at any time thereafter, increase the PEG Fee in an amount not to exceed one and one-quarter percent (1.25%) of annual Gross Revenues upon ninety (90) days written notice to Grantee.

b. The PEG Fee shall not be deemed "Franchise Fee" as defined in 47 U.S.C.

§ 542. The PEG Fee may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. §542 or other Applicable Laws. Grantee shall pay the PEG Fee to the City monthly, within thirty (30) days following the end of the each month. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required as a result of its obligation to remit the PEG Access support amounts owing pursuant to this Franchise which remain unpaid more than twenty-five (25) days after the date the payment is due shall be delinquent and shall thereafter accrue interest at twelve (12) percent per annum or the prime lending rate published by the Wall Street Journal on the day the payment was due plus two percent (2%), whichever is greater.

8. Periodic Evaluation. Upon written request from either party, Grantee and the City shall meet to evaluate the effect of Section VI. Both parties agree to discuss any proposal for modification presented by the other party. Nothing herein shall presume or require consent to any such proposed modification. Modifications may only occur by mutual written consent of both parties.

SECTION VII - OPERATION AND ADMINISTRATION PROVISIONS

1. Franchise Fee.

a. Grantee shall pay to the City a Franchise Fee in the amount equal to five percent (5%) of its annual Gross Revenues.

b. The Franchise Fee shall be paid to the City on a monthly basis. The payment shall be made within thirty (30) days following the end of each month, together with a brief report showing the basis for the computation in a form and substance substantially equivalent to Exhibit D attached hereto.

c. Upon thirty (30) days prior written notice, City shall have the right to conduct an audit or review of Grantee's records for purposes of determining whether Grantee has accurately collected and paid Franchise Fees. If such audit or review indicates a Franchise Fee underpayment of five percent (5%) or more,

the Grantee shall assume all reasonable out-of-pocket costs of such an audit/review and shall remit to the City all applicable Franchise Fees due and payable together with interest thereon at twelve percent (12%) per annum.

d. Except as otherwise provided by law, no acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a Franchise Fee under this Franchise or for the performance of any other obligation of the Grantee.

2. Not Franchise Fees.

a. Grantee acknowledges and agrees that the Franchise Fees payable by Grantee to the City pursuant to Paragraph 1 above shall take precedence over all other payments, contributions, services, equipment, facilities, support, resources or other activities to be provided or performed by the Grantee pursuant to this Franchise and that the Franchise Fees provided for in Paragraph 1 above shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which the Grantee shall be required to pay to the City and/or to any other Governmental Authority, all of which shall be separate and distinct obligations of Grantee.

b. Grantee shall not apply or seek to apply or make any claim that all or any part of the Franchise Fees or other payments or contributions to be made by Grantee to City pursuant to this Franchise and shall be deducted from or credited or offset against any taxes, fees or assessments of general applicability levied or imposed by the City or any other Governmental Authority, including any such tax, fee or assessment imposed on both utilities and cable operators or their services.

c. Grantee shall not apply or seek to apply all or any part of any taxes, fees or assessments of general applicability levied or imposed by the City or any other Governmental Authority (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made pursuant by Grantee to City to this Franchise, each of which shall be deemed to be separate and distinct obligations of the Grantee.

3. Records Required.

a. Grantee shall at all times maintain and shall provide at a location convenient to the City upon ten (10) business days written request:

1. A full and complete set of "as-built" maps showing the location of the Cable System installed or in use in the City, exclusive of Subscriber service Drops and equipment provided in Subscribers' homes.

b. Upon written request by the City, Grantee shall provide a summary of service calls, identifying the number, general nature and disposition of such calls, on a monthly basis. A summary of such service calls shall be submitted to the City within thirty (30) days following its request in a form reasonably acceptable to the City and Grantee.

4. Reports.

a. Upon request of the City and in no event later than thirty (30) days from the date of receipt of such request, Grantee shall prepare and furnish to City, at Grantee's sole cost, such reports and information maintained in the ordinary course of its business regarding operations, affairs, transactions or property, as they relate to the Grantee's compliance with this Franchise. Neither City nor Grantee shall unreasonably demand or withhold information requested pursuant to this section.

SECTION VIII - GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Penalty.

a. City, in its sole discretion may assess against Grantee the following mutually agreed upon liquidated damages:

1. For failure to timely complete line extensions as provided in this Franchise unless the City has approved delays, failure to meet the customer service standards and requirements as set forth in this Franchise and the exhibits hereto the penalty shall be One Hundred Fifty and No/100 Dollars (\$150) daily fine per day for each day, or part

thereof, such failure occurs or continues.

11. For failure to comply with the terms and conditions of the Franchises with the exception of those terms as outlined in Paragraph 1(a)(i) above, the penalty shall be One Hundred and No/100 Dollars (\$100) daily fine per day for each day, or part thereof, such failure occurs or continues.

b. City shall follow the procedures outlined below:

i. If City finds that Grantee has violated one (1) or more terms,

conditions or provisions of this Franchise, a written notice shall be given to Grantee, specifying with particularity the alleged violation.

At any time after thirty (30) days (or such additional reasonable time which is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one (1) or more terms, conditions or provisions of this Franchise, City may impose all penalties and other monies due from the date of the local receipt of notice and Grantee shall have no more than five (5) business days to remit such penalties and other monies due the City.

ii. Whenever notice of an alleged violation has been received by Grantee, Grantee may, within thirty (30) days of local receipt of notice, notify the issuer of the notice that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall toll the running of the time frames for cure and the accrual of any penalties herein and shall specify with particularity the matters disputed by Grantee. City shall hear Grantee's dispute at its next regularly scheduled meeting or as soon thereafter as possible. Grantee shall be afforded a reasonable notice of the meeting and afforded a reasonable opportunity to participate in and be heard at the meeting. City shall supplement its decision with a written order sustaining or overruling the decision, and shall specify with particularity the basis for its decision.

111. Upon determination that no violation has taken place, City shall withdraw the notice alleging a violation. Upon determination that a violation has occurred, Grantee shall have the balance of its initial thirty (30) day cure period, measured from the date the Grantee disputed the notice of violation to cure said violation before penalties shall accrue.

Iv. Grantee shall have the right to challenge the findings that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise or has failed to substantially cure such violation in a court of competent jurisdiction.

v. If Grantee should fail to remit such penalties and other monies due the City as mandated by Paragraph 1(b)(i) above, the Grantee agrees to pay City's reasonable costs and attorneys' fees incurred by the City to obtain all required payments from Grantee.

2. Franchise Violation.

a. Whenever the City finds that Grantee has violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee, specifying with particularity the alleged violation. At any time after thirty (30) days (or such additional reasonable time which is necessary to cure the alleged violation) following local receipt of notice, provided Grantee remains in violation of one (1) or more terms, conditions or provisions of this Franchise, the City may mandate payments by Grantee of all penalties and other monies due the City from the date of the local receipt of notice.

b. Whenever notice of an alleged violation has been received by Grantee, Grantee may, within thirty (30) days of local receipt of notice, notify City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to City shall toll the running of the time frames and the accrual of penalties herein and shall specify with particularity the matters disputed by Grantee. City shall hear Grantee's dispute at the next regularly scheduled Council meeting. City shall supplement the Council decision with written findings of fact.

c. If Grantee fails either to cure the alleged violation or breach within the time prescribed or to commence correc-

tion of the violation or breach within the time prescribed and thereafter diligently pursue correction of such alleged violation or breach, the City shall then give written notice of not less than fourteen (14) days of a public hearing to be held before the Council. Said notice shall specify the violations or breaches alleged to have occurred.

d. At the public hearing, the Council shall hear and consider relevant evidence and thereafter render findings and its decision.

e. In the event the Council finds that a material violation or breach exists and that Grantee has not cured the same in a satisfactory manner or has not diligently commenced to cure of such violation or breach after notice thereof from City and is not diligently proceeding to fully cure such violation or breach, the Council may revoke and terminate the Franchise or impose liquidated damages in accordance with Section VIII, Paragraph 1(a). Grantee may appeal such action to any court and/or regulatory agency of competent jurisdiction and the Franchise shall remain in effect during the pendency of such appeal(s).

f. To avoid confusion, the same procedure set forth in Section VIII, Paragraph 1(b) and Paragraph 2 of this Franchise need not be duplicated.

3. Indemnification of City.

a. Grantee shall indemnify, defend and hold the City, its officers, boards, commissions, agents and employees (collectively the "Indemnified Parties") harmless from and against any and all lawsuits, claims, causes of action, actions, liability, demands, damages, judgments, settlements, losses, expenses (including reasonable attorneys' fees) and costs of any nature that any of the Indemnified Parties may at any time, directly or indirectly, I suffer, sustain or incur arising out of, based upon or in any way connected with the grant of this Franchise to Grantee, the operation of Grantee's System and/or the acts and/or omissions of Grantee or its agents or employees, whether or not pursuant to the Franchise. This indemnity shall apply, without limitation, to any action or cause of action for invasion of privacy, defamation, antitrust, errors and omissions, theft, fire, violation or infringement of any copyright, trademark, trade names, service mark, patent, or any other right of any Person, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise, but shall exclude any claim or action arising out of the negligence, or willful misconduct of the Indemnified Parties or related to any City programming or other Access programming for which the Grantee is not legally responsible or any assertion of a Franchise violation by City.

b. In order for City to assert its rights to be indemnified, defended, and held harmless, City must with respect to each claim:

1. Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;

ii. Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of any claim or proceeding; and

iii. Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to Paragraph 2 above.

4. Insurance. Upon the effective date of this Franchise, the Grantee shall obtain, pay all premiums for and make available to the City at its request copies of an insurance certificate evidencing the following insurance policies:

a. A general comprehensive liability insurance policy insuring, indemnifying, defending and saving harmless the Indemnified Parties from any and all claims by any Person whatsoever on account of injury to or death of a Person or Persons occasioned by the operations of the Grantee under any Franchise granted hereunder, or alleged to have been so caused or occurred with a minimum coverage of One Million Dollars (\$1,000,000) for personal injury or death of one (1) Person, and Two Million Dollars (\$2,000,000) for personal injury or death of any two (2) or more Persons in any one (1) occurrence.

b. Property damage insurance for property damage occasioned by the operation of Grantee under this Franchise, or

alleged to have been so caused or occurred, with minimum coverage of One Million Dollars (\$1,000,000) for property damage to the property of any one (1) Person and

Two Million Dollars (\$2,000,000) for property damage to the property of two (2) or more Persons in any one (1) occurrence.

c. Workers Compensation Insurance as provided by Applicable Laws.

d. All insurance policies called for herein shall be in a form satisfactory to the City with a company licensed to do business in the State of South Dakota with a rating by AM. Best & Co. of not less than "A-," and shall require thirty (30) days written notice of any cancellation to both the City and the Grantee. The Grantee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within thirty (30) days following receipt by the City or the Grantee of any notice of cancellation.

SECTION IX - REVOCATION, ABANDONMENT, TRANSFER AND SALE OF FRANCHISE

1. City's Right to Revoke. In addition to all other rights which City has pursuant to law or equity, City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if after the hearing required by Section IX, Paragraph 2(b) herein, it is determined Grantee has violated any material provision of this Franchise.

2. Procedures for Revocation.

a. City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. Together with the notice required herein, City shall provide Grantee with written findings of fact which are the basis of the revocation.

b. Grantee shall be provided the right to a public hearing affording due process before the City Council prior to revocation, which public hearing shall follow the sixty (60) day notice provided in Paragraph 2(a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

c. After the public hearing and upon written determination by City to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.

d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires.

e. Upon satisfactory correction by Grantee of the violation upon which said notice was given, the initial notice shall become void.

3. Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to the City.

4. Franchise Non-Transferable. a. Grantee shall not voluntarily, by operation of law or otherwise, sell, assign, transfer, lease, sublet or otherwise dispose of, in whole or in part, the Franchise and/or Cable System, without the prior written consent of the City and then only upon such reasonable terms and conditions as allowed under Applicable Laws, which consent shall not be unreasonably denied or delayed. Failure to comply with this Section IX, Paragraph 4(a) shall be grounds for termination of this Franchise.

b. Without limiting the nature of the events requiring the City's approval under this section, the following events shall be deemed to be a sale, assignment or other transfer of the Franchise and/or Cable System requiring compliance with this section: (i) the sale, assignment or other transfer of all or a majority of Grantee's assets or the assets comprising the Cable System to any Person; (ii) the merger of the Grantee or any of its parents with or into another Person (including the merger of Grantee or any parent with or into any parent or subsidiary corporation or other Person); (iii) the consolidation of the Grantee or any of its parents with any other Person; (iv) the creation of a subsidiary corporation or other entity to which the Franchise and/or Cable System is transferred or assigned; (v) the sale, assignment or other transfer of capital stock or partnership, membership or other equity interests in Grantee or any of its

parents by one (1) or more of its existing shareholders, partners, members or other equity owners so as to create a new controlling interest in Grantee; and (vi) the issuance of additional capital stock or partnership, membership or other equity interest by Grantee or any of its parents so as to create a new controlling interest in Grantee. The term "controlling interest" as used herein is not limited to majority equity ownership of the Grantee, but also includes actual working control over the Grantee, any parent of Grantee and/or the System in whatever manner exercised.

c. Grantee shall notify City in writing of any foreclosure or any other judicial sale of all or a substantial part of the property and assets comprising the Cable System of the Grantee or upon the termination of any lease or interest covering all or a substantial part of said property and assets.

d. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, Grantee agrees to provide FCC Form 394 as part of any request for transfer or change of control under this Franchise. If, after considering the legal, financial, character and technical qualities of the transferee and determining that they are satisfactory, the City finds that such transfer is acceptable, the City shall permit such transfer and assignment of the rights and obligations of such Franchise. The consent of the City to such transfer shall not be unreasonably denied.

e. Any financial institution having a security interest in any and all of the property and assets of Grantee as security for any loan made to Grantee or any of its affiliates for the construction and/or operation of the Cable System must notify the City that it or its designee satisfactory to the City shall take control of and operate the Cable System, in the event of a default in the payment or performance of the debts, liabilities or obligations of Grantee or its affiliates to such financial institution. Further, said financial institution shall also submit a plan for such operation of the System within thirty (30) days of assuming such control that will insure continued service and compliance with all Franchise requirements during the term the financial institution or its designee exercises control over the System. The financial institution or its designee shall not exercise control over the System for a period exceeding one (1) year unless extended by the City in its discretion and during said period of time it shall have the right to petition the City to transfer the Franchise to another Grantee.

f. In addition to the aforementioned requirements in this section, the City and Grantee shall, at all times, comply with the requirements of all other Applicable Laws.

5. Receivership and Foreclosure.

a. This Franchise shall, at the option of City, cease and terminate one hundred twenty (120) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of Grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: (1) such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this Franchise granted pursuant hereto, and the receivers or trustees within said one hundred twenty (120) days shall have remedied all the defaults and violations under this Franchise or provided a plan for the remedy of such defaults and violations which is satisfactory to the City; and

(2) such receivers or trustees shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of this Franchise.

b. In the case of a foreclosure or other judicial sale of the Franchise property, or any material part thereof, City may give notice of termination of any Franchise granted pursuant to this Franchise upon Grantee and the successful bidder at such sale, in which the event the Franchise granted and all rights and privileges of the Grantee hereunder

shall cease and terminate thirty (30) days after such notice has been given, unless (1) City shall have approved the transfer of the Franchise in accordance with the provisions of this Franchise; and (2) such successful bidder shall have covenanted and agreed with City to assume and be bound by all terms and conditions of the Franchise.

SECTION X - PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex or age. Grantee shall comply at all times with all other applicable federal, state, and City laws, and all executive and administrative orders relating to nondiscrimination.

2. Subscriber Privacy. Grantee shall comply with terms of 47 U.S.C. Section 551 relating to the protection of Subscriber privacy.

SECTION XI - MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be done in accordance with Applicable Laws and regulations.

2. Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made at any time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in Applicable Laws. City shall act pursuant to local law pertaining to the ordinance amendment process.

3. Rights Reserved to City.

a. In addition to any rights specifically reserved to the City by this Franchise, the City reserves to itself every right and power which is required to be reserved by a provision of the Franchise.

b. The City shall have the right to waive any provision of the Franchise, except those required by Applicable Laws, if the City, in its sole opinion, determines (1) that it is in the public interest to do so, and (2) that the enforcement of such provision will impose an undue hardship on the Grantee or the Subscribers in all cases subject to Section XI, Paragraph 5 herein. Waiver of any provision in one (1) instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the Franchise unless the statement so recites.

4. Severability. If any provision of this Franchise is held by any Governmental Authority of competent jurisdiction, to be invalid as conflicting with any Applicable Laws now or hereafter in effect, or is held by such Governmental Authority to be modified in any way in order to conform to the requirements of any such Applicable Laws, such provision shall be considered a separate, distinct, and independent part of this Franchise, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such Applicable Laws are subsequently repealed, rescinded, amended or otherwise changed, so that the provision hereof which had been held invalid or modified is no longer in conflict with such laws, said provision shall thereupon return to full force and effect and shall thereafter be binding on City and Grantee, provided that City shall give Grantee thirty (30) days written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for Grantee to comply with such provision.

5. Force Majeure; Grantee's Inability to Perform. In the event Grantee's performance of any of the terms, conditions or obligations required by this Franchise is prevented by a cause or event not within Grantee's control, such inability to perform shall be deemed excused for the period of such inability and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this section, causes or events not within the control of Grantee shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, equipment availability, unseasonal and/or unusual weather conditions, restraints imposed by order of a governmental agency or court, failure or loss of utilities, explosions, damage to the System such as fiber cuts, acts of public enemies, and natural disasters such as floods, earth-

quakes, landslides and fires.

SECTION XII - PUBLICATION, EFFECTIVE DATE AND ACCEPTANCE

1. Publication: Effective Date. This Franchise shall be published in accordance with applicable South Dakota law. The effective date of this Franchise shall be the date of acceptance by Grantee in accordance with the provisions of Section XII, Paragraph 2 herein.

2. Acceptance.

a. Grantee shall accept this Franchise by executing the same. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes.

b. Upon acceptance of this Franchise, Grantee shall be bound by all terms and conditions contained herein.

c. Grantee shall accept this Franchise in the following manner:

1. This Franchise will be properly executed and acknowledged by Grantee and delivered to City.

11. With its acceptance, Grantee shall also deliver all insurance certificates required herein that have not previously been delivered.

PASSED FIRST READING: April 6, 2021

Passed Second Reading: April 20, 2021

Final Adoption Date: April 20, 2021

Published: April 28, 2021

Effective Date: March 18, 2021

ATTEST: Scott Hanlon, Mayor

Hope Block, Finance Officer
NAME STREET ADDRESS
City Hall 209 N. Main
Groton Police Department
209 N. Main

Fire Station 209 N. Main
Groton Schools:

High School 406 N. 2nd St.
Elementary 810 N. 1st St.

EXHIBIT B
PUBLIC BUILDINGS TO BE
PROVIDED WITH TWO-WAY
CAPABILITY

1. Grantee shall provide fiber connectivity from City Hall. The High School shall continue to serve as the master control for PEG playback (control point). Grantee shall pick up all PEG signals at the High School and transport them back to Grantee's headend for distribution downstream to Grantee's Subscribers. Grantee shall have twelve (12) months from the effective date of the Franchise to complete any required construction. Grantee shall complete the fiber construction to the City Hall by the end of 2021 due to existing technical issues related to the transport of PEG programming from City Hall to the High School.

2. Grantee shall continue to provide two-way capability to all of the sites listed below, allowing for live transmission of PEG Access programming upstream to Grantee's headend. The City shall ensure PEG Access Channels and signals leaving the playback facilities are in compliance with applicable FCC technical standards.
NAME STREET ADDRESS
City Hall 209 N. Main
Groton Police Department
209 N. Main
Fire Station 209 N. Main
Groton Schools:
High School 406 N. 2nd St.
Elementary 810 N. 1st St.
EXHIBIT C CUSTOMER SERVICE STANDARDS

Grantee shall maintain one (1) or more customer service and bill payment offices at convenient locations to provide the necessary facilities, equipment and personnel to comply with the following consumer protection standards under Normal Operating Conditions:

(a) Cable System office hours and telephone availability.

(1) Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) days a week.

(a) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.

(b) After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained Grantee representative on the next business day.

(2) Under Normal Operating Conditions, telephone answer time by a customer representa-

ive, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90%) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

(3) The Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(4) Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

(5) Customer service center and bill payment locations will be open at least during Normal Business Hours.

(b) Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

(1) Standard Installations will be performed within seven (7) business days after an order has been placed. "Standard" Installations are defined in the Franchise.

(2) Excluding conditions beyond the control of Grantee, Grantee will begin working on "Service Interruptions" promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee must begin actions to correct other service problems the next business day after notification of the service problem.

(3) The "appointment window" alternatives for Installations, service calls, and other Installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. (The Grantee may schedule service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

(4) Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(5) If Grantee's representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted prior to the time of the scheduled appointment. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(c) Communications between Grantee and Subscribers.

(1) The Grantee shall provide written information on each of the following areas at the time of Installation of service, at least annually to all Subscribers, and at any time upon request:

(a) Products and services offered;

(b) Prices and options for programming services and conditions of subscription to programming and other services;

(c) Installation and service maintenance policies;

(d) Instructions on how to use the Cable Service;

(e) Channel positions of the programming carried on the System; and

(f) Billing and complaint procedures, including the address and telephone number of the Grantee's office within the Service Area.

(2) Customers will be notified of any changes in rates, programming services or

Channel positions as soon as possible through announcements on the Cable System and in writing. Notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by Paragraph (c)(1) above.

(d) Refunds. Refund checks will be issued promptly, but no later than either:

(1) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(2) The return of the equipment supplied by the Grantee if service is terminated.

(e) Credits. Credits for service will be issued no later than the customer's next billing cycle fol-

lowing the determination that a credit is warranted.

(f) Billing.

(1) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(2) In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

(g) Notice of Rate Programming Change. In addition to the requirement of this Exhibit C regarding advance notification to Subscribers of any changes in rates, programming services or Channel positions, Grantee shall give thirty (30) days written notice to both Subscribers and the City before implementing any rate or Service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change

(e.g., inflation, change in external costs or the addition/deletion of Channels). When the change involves the addition or deletion of Channels, each Channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, Grantee need only identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

(h) Late Fees. Grantee shall comply with all Applicable Laws with respect to any assessment, charge, cost, fee or sum, however characterized, that Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce Grantee's compliance with all Applicable Laws to the maximum extent legally permissible.

(i) Disputes. All Subscribers and members of the general public may direct complaints, regarding Grantee's Service or performance to the chief administrative officer of the City or the chief administrative officer's designee, which may be a board or commission of the City.

(j) Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to customers, and in a way that (A) is not misleading and (B) does not omit material information. Grantee may, in its sole discretion, consolidate costs on customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

(k) Failure to Resolve Complaints. Grantee shall resolve a complaint within thirty (30) days in a manner deemed reasonable by the City under the terms of the Franchise.

(l) Maintain a Complaint Phone Line. Grantee shall maintain a local or toll-free telephone Subscriber complaint line, available to its Subscribers twenty-four (24) hours per day, seven (7) days a week.

(m) Notification of Complaint Procedure. Grantee shall have printed clearly and prominently on each Subscriber bill, the twenty-four (24) hour Grantee phone number for Subscriber complaints. Additionally, Grantee shall provide information to customers concerning the procedures to follow when they are unsatisfied with measures taken by Grantee to remedy their complaint. This information will include the phone number of the City office or Person designated to handle complaints. Additionally, Grantee shall state that complaints should be made to Grantee prior to contacting the City.

Published once at the total approximate cost of \$804.82. 19999

Groton City April 20, 2021 Meeting Minutes

April 20, 2021

The Groton City Council met on the above date at 7:00 pm at 120 N Main Street for their second monthly meeting with the following members present: Wells, Fliehs, Babcock, Blackmun, Cutler, Brian Bahr and Hanlon presiding. Also present were: Attorney Drew Johnson, Paul Kosel, Finance Officer Hope Block, Midco representatives: Rob Moore and Tony Hyder.

Public comments were welcomed pursuant to SDCL 1-25-1, but none were received.

The minutes from the previ-

ous meeting were approved on a motion by Blackmun and seconded by Wells. All members voted aye.

Moved by Fliehs and seconded by Cutler to adjourn the 133rd City Council. All members voted aye.

The 134th City Council was convened, and Mayor Hanlon gave Brian Bahr the Oath of Office. Hanlon renewed the Oath of Office for Shirley Wells, Jon Cutler, and Karyn Babcock.

Moved by Babcock and seconded by Wells to elect Blackmun as President. All members voted aye. Moved by Blackmun and seconded by Fliehs to elect Wells as Vice President. All members voted aye. Committee representatives were approved as read on a motion by Blackmun and seconded by Fliehs. All members voted aye.

The second reading of Ordinance #744 Cable Franchise Ordinance with Midcontinent Communications and Ordinance #745 Cable Franchise Ordinance with James Valley Telecommunications was approved on a motion by Blackmun and seconded by Wells. All members voted aye. Midco representatives expressed their excitement to serve the Groton Community.

Drew Johnson was appointed as the City Attorney on a motion by Bahr and seconded by Babcock. All members voted aye.

Moved by Bahr and seconded by Cutler to approve bills each meeting and authorize the Finance Officer to pay payroll and all regular monthly bills in a timely manner to avoid penalties and take advantage of discounts. All members voted aye.

Moved by Fliehs and seconded by Bahr to authorize the following bills for payment. All members voted aye.

Payroll, \$19,956.14, Employee salaries; Administrative, \$3,740.29; ; Public Safety, \$9,268.63; ; Public Works, \$6,947.22; ; First State Bank, \$5,194.93, SS and WH; First State Bank, \$495.82, HSA contributions; Dakotaland FCU, \$650.00, Employee savings; SD State Treasurer, \$10,838.26, Sales tax 3/20; City of Groton, \$20.00, Dog fee overpayment applied to utilities; USPS, \$205.99, Utility billing postage; Wells Fargo Bank, \$3,186.86, Utility deposit and overpayment refund; Dollar General, \$329.60, Cleaners, paper products, water, air fresheners, light bulbs; MJ's Sinclair, \$1,828.24, Gas, mower tire repairs, new patrol vehicle battery; Patios Plus, \$489.80, Excavator for water main leak at trailer court; JGE, \$992.55, Tractor skid loader fuel pump and gauge work; SD One Call, \$8.40, Message fees; Kellie Locke, \$43.87, Mileage to Britton Library; Locke Electric, \$1,504.11, Load management disconnect at CC, broke wire repair South of tracks, install load management, add outside lights to pool and community center; Core & Main, \$70.13, Water couplings; Aramark, \$48.03, Rug rent; James Valley, \$587.97, Phone and internet; Ken's Food Fair, \$37.74, Paper products; SD Governmental HR Assn, \$100.00, Registration fees for HR school KL HB; SD Governmental FO Assn, \$150.00, Registration fees for FO school KL HB; Heartland Consumer Power, \$44,855.96, Power 3/21; April Abeln, \$198.95, Med flex; Heartland Waste, \$8,003.10, Garbage hauling 3/21; Auto Zone, \$18.65, Oil; Perry Huber, \$125.51, Collections reimbursements; Cheryl's Cleaning Service, \$100.00, Cleaning at 120 N Main; Dave's Marine, \$1,152.00, In memory benches for Chuck Raap; Groton BB/SB Foundation, \$5,000.00, Twins grant disbursement for dugouts; Dacotah Bank, \$79.12, Employee anniversary lunch, business cards; Hansmeier & Son, \$254.25, Seed; Geffdog Designs, \$20.00, In memory plaque

The March Finance Report was approved on a motion by Cutler and seconded by Babcock. All members voted aye.

The public hearing considering the application for the Package (off-sale) Liquor Alcoholic Beverage License for MJ's Sinclair was held, and the application was approved on a motion by Bahr and seconded by Wells. All members voted aye.

Moved by Blackmun and seconded by Babcock to approve the Land and Water Conservation Fund Resolution as follows (all members voted aye):

WHEREAS, the United States of America and the State of South Dakota have authorized the making of grants from the Land and Water Conservation Fund (LWCF) to public bodies to aid in financing the acquisition and/ or construction of spe-

cific public outdoor recreation projects;

NOW, THEREFORE BE IT RESOLVED: 1. That Scott Hanlon is hereby authorized to execute and file an application on behalf of the City of Groton with the National Park Service, U.S. Department of the Interior, through the State of South Dakota, Department of Game, Fish and Parks, Division of Parks and Recreation, for an LWCF grant to aid in financing the Groton Pickleball Court improvements for the City of Groton South Dakota and its Environs. 2. That Scott Hanlon, Mayor, is hereby authorized and directed to furnish such information as the above mentioned federal and/or state agencies may reasonably request in connection with the application which is hereby authorized to be filed. 3. That the City of Groton shall provide a minimum of 50% of the total cost of the project; and will assume all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the facility.

Moved by Bahr and seconded by Cutler to approve the Revised Rate and Surcharge Establishment Resolution as follows (Blackmun and Wells voted nay, the remaining board members voted aye):

In addition to all other utility charges, the City hereby establishes a surcharge of \$7.85 payable by each customer of its system who receives or benefits from the services of the project financed by the DW-06 loan with the borrower bond. The collection of the surcharge shall start on July 1, 2021. The surcharge shall remain in effect until such time as the borrower bond is paid in full, it shall be collected at the same time as other charges of the system, and establish a surcharge account to segregate the income from other system income for book keeping purposes to be pledged to the South Dakota Conservancy District. The surcharge shall be reviewed from year to year and modified in order to provide the required 110 percent debt coverage. Adopted at Groton, South Dakota, this 20th day of April 2021.

Moved by Babcock and seconded by Cutler to approve the Revenue Bond to Finance Water Improvements via Load Resolution as follows (all members voted aye):

RESOLUTION GIVING APPROVAL TO CERTAIN DRINKING WATER FACILITIES IMPROVEMENTS; GIVING APPROVAL TO THE ISSUANCE AND SALE OF A REVENUE BOND TO FINANCE, DIRECTLY OR INDIRECTLY, THE IMPROVEMENTS TO THE FACILITIES; APPROVING THE FORM OF THE LOAN AGREEMENT AND THE REVENUE BOND AND PLEDGING PROJECT REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REVENUE BOND; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS FOR OPERATION OF THE SYSTEM AND RETIREMENT OF THE REVENUE BOND AND PROVIDING FOR A SEGREGATED SPECIAL CHARGE OR SURCHARGE FOR THE PAYMENT OF THE BONDS.

WHEREAS, one of the purposes of SDCL Chapter 9-40 (the "Act") as found and determined by the Legislature is to provide for financing the acquisition, maintenance, operation, extension or improvement of any system or part of any system of waterworks for the purpose of providing water and water supply for domestic, municipal, together with extensions, additions, and necessary appurtenances; and,

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

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

WHEREAS, the City has determined to issue its revenue bonds to finance the improvements to its system of waterworks for the purpose of providing water and water supply for domestic, municipal, and industrial purposes (the "System") and has applied

to the South Dakota Conservancy District (the "District") for a Drinking Water State Revolving Fund Loan to finance the improvements;

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

NOW THEREFORE BE IT RESOLVED by the City as follows:

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

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

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

"Project" means the City of Groton Waterline Improvements Project.

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

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

SECTION 2. Declaration of Necessity and Findings.

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

2.2. Findings. The City does hereby find as follows:

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

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

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

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

3.1. Authorization of Loan. The City hereby determines and declares it necessary to finance up to \$1,326,000 of the costs of the Project through the issuance of bonds payable from the revenue of the Project and other funds secured by the City. The City hereby determines that because the Revenue Bond is issued in connection with a financing agreement described in SDCL 46A-1-49, pursuant to Section 15 of the Act no election is required to issue the Revenue Bond.

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

any interested party.

3.3. Approval of Revenue Bond. The issuance of a revenue bond in a principal amount not to exceed \$1,326,000 as determined according to the Loan Agreement in the form and content set forth in Appendix B attached to the form of Loan Agreement (the "Revenue Bond") shall be and the same is, in all respects, hereby authorized, approved, and confirmed and the Mayor, Finance Officer, and other appropriate officials shall be and are hereby authorized and directed to execute and seal the Revenue Bond and deliver the Revenue Bond to the District, for and on behalf of the City, upon receipt of the purchase price, and to use the proceeds thereof in the manner set forth in the Loan Agreement. The Mayor and Finance Officer are hereby authorized to approve the final terms of the Revenue Bond and their execution and delivery thereof shall evidence that approval. The Revenue Bond shall be issued under the authority of SDCL Chapter 9-40 and SDCL Chapter 6-8B, and the provisions of the Act are hereby expressly incorporated herein as provided in Section 19 of the Act.

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

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

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

4.2. Initial Surcharge. The initial special charge or surcharge shall be set by resolution and collected at the same time as other charges of the utility. All users within the Surcharge District which benefit from the Project, current and future, shall be charged the special charge or surcharge. The special charge or surcharge is found to be equi-

table for the services provided by the Project. The special charge or surcharge shall begin at such time as will produce sufficient revenue to pay principal, interest and Administrative Surcharge on the Revenue Bond when due.

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

4.4. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement's rate covenant and to pay principal of, interest and Administrative Surcharge on the Revenue Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

SECTION 5. Additional Bonds. As permitted by Sections 8 and 9 of the Act, Additional Bonds payable from revenues and income of the System or Project may be issued, as permitted in the Loan Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Revenue Bond pursuant to the Loan Agreement.

SECTION 6. Project Fund Accounts. For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal, Administrative Surcharge and interest on the Revenue Bond, the following mandatory asset segregations shall be included in the water system account of the City and shall be used solely for the following respective purposes until payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond:

6.1. Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City of Groton, South Dakota (collectively the "Rate Resolution"). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

6.2. Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal of, interest and Administrative Surcharge on the Revenue Bonds and any reserve determined by the City's governing body to be necessary. The amount set aside monthly shall be not less than one-third of the total principal, interest, and Administrative Surcharge payable on the following February 15, May 15, August 15 or November 15 and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement.

6.3. Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

6.4. Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of

money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

(a), To redeem and prepay the Revenue Bond when and as such Revenue Bond becomes prepayable according to its terms;

(b), To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made therefrom prior to the end of the then current fiscal year, then:

(c), To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or

(d), To be used for any other authorized municipal purpose designated by the Common Council.

(e), No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

SECTION 7. Approval of Paying Agent/Registrar. The Revenue Bond shall be payable at the office of U.S. Bank National Association, St. Paul, Minnesota, hereby designated as paying agent and registrar.

SECTION 8. Approval of Bond Counsel. Meierhenry Sargent LLP is hereby retained as Bond Counsel with respect to the Revenue Bond.

SECTION 9. Tax Matters. The Interest on the Revenue Bond shall be excludable from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended ("the Code") and applicable Treasury Regulations ("the Regulations").

SECTION 10. Covenants. The City hereby covenants and agrees with the District and other owners of the Revenue Bond as follows:

10.1. The City will punctually perform all duties with reference to the Project, the System and the Revenue Bond required by the constitution and laws of the State of South Dakota and by this Resolution.

10.2. The City agrees and covenants that it will promptly construct the improvements included in the Project.

10.3. The City covenants and agrees that pursuant to Sections 25 through 27 of the Act, the lawful holders of the Revenue Bond shall have a statutory mortgage lien upon the Project and the extensions, additions and improvements thereto acquired pursuant to the Act, until the payment in full of the principal, interest and Administrative Surcharge on the Revenue Bond, and the City agrees not to sell or otherwise dispose of the System, the Project, or any substantial part thereof, except as provided in the Loan Agreement and shall not establish, authorize or grant a franchise for the operation of any other utility supplying like products or services in competition therewith, or permit any person, firm or corporation to compete with it in the distribution of water for municipal, industrial, and domestic purposes within the City.

10.4. The City covenants and agrees with the District and other owners of the Revenue Bond that it will maintain the System in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any portion of the Revenue Bond remains outstanding; that it will maintain insurance on the System for the benefit of the holders of the Revenue Bond in an amount which usually would be carried by private companies in a similar type of business; that it will prepare, keep and file records, statements and accounts as provided for in this Resolution and the Loan Agreement. The Revenue Bond shall refer expressly to this Resolution and the Act and shall state that it is subject to all provisions and limitations thereof pursuant to

Section 19 of the Act.

SECTION 11. Depositories. The Finance Officer shall cause all moneys pertaining to the Funds and Accounts to be deposited as received with one or more banks which are duly qualified public depositories under the provisions of SDCL Ch. 4-6A, in a deposit account or accounts, which shall be maintained separate and apart from all other accounts of the City, so long as any of the Bonds and the interest thereon shall remain unpaid. Any of such moneys not necessary for immediate use may be deposited with such depository banks in savings or time deposits. No money shall at any time be withdrawn from such deposit accounts except for the purposes of the Funds and Accounts as authorized in this Resolution; except that moneys from time to time on hand in the Funds and Accounts may at any time, in the discretion of the City's governing body, be invested in securities permitted by the provisions of SDCL 4-5-6; provided, however, that the Depreciation Fund may be invested in such securities maturing not later than ten years from the date of the investment. Income received from the deposit or investment of moneys shall be credited to the Fund or Account from whose moneys the deposit was made or the investment was purchased, and handled and accounted for in the same manner as other moneys therein.

SECTION 12. Consent to Appointment. In the event of mismanagement of the Project, a default in the payment of the principal or interest of the Revenue Bond, or in any other condition thereof materially affecting the lawful holder of the Revenue Bond, or if the revenues of the Project are dissipated, wasted or diverted from their proper application as set forth in the Loan Agreement, Revenue Bond, or herein, the City hereby consents to the appointment of a receiver pursuant to Section 33 of the Act, and agrees that the receiver will have the powers set forth therein, and in Sections 34 and 35 of the Act to operate and administer the Project, and charge and collect rates as described therein.

SECTION 13. Severability. If any section, paragraph, clause or provision of this Resolution, the Loan Agreement, the Revenue Bond, or any other Loan Document shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution or said Loan Agreement, Revenue Bond, or any other Loan Document.

SECTION 14. Repeal of Resolution. At such time as the Project Revenue Bond is defeased or paid in full, this Resolution and the special charge or surcharge shall automatically be repealed without any further action of the City.

SECTION 15. Authorization of City Officials. The Mayor, Finance Officer, City Attorney and City officials shall be and they are hereby authorized to execute and deliver for and on behalf of the City any and all other certificates, documents or other papers and to perform such other acts as they may deem necessary or appropriate in order to implement and carry out the actions authorized herein.

SECTION 16. Effective Date. This Resolution shall take effect on the 20th day following its publication, unless suspended by a referendum.

The first reading of the 2021 Supplemental Appropriation Ordinance #746 was approved on a motion by Flieth and seconded by Bahr. All members voted aye.

A reminder was given for the citywide cleanup April 23rd to April 30th.

Moved by Blackmun and seconded by Babcock to adjourn into executive session for personnel and legal items 1-25-2 (1) & (3) at 8:09pm. All members voted aye. Council reconvened into regular session at 8:45pm.

Moved by Blackmun and seconded by Flieth to raise the Electric Lineman wage \$1.19 per hour for an adjusted wage of \$24.93 per hour. All members voted aye.

Moved by Babcock and seconded by Wells to adjourn the meeting at 8:45 pm. All members voted aye.

Scott Hanlon, Mayor
Hope Block, Finance Officer
Published once at the total approximate cost of \$290.32. 20000

Brown County April 20, 2021 Meeting Minutes

APRIL 20, 2021 - GENERAL MEETING: Meeting called to order by Commission Chair Fjeldheim at 8:45 A.M. in the Commission Chambers, Courthouse Annex, Brown County, SD. Present were Commissioners Feickert, Sutton, Wiese and Kippley. Commissioner Fjeldheim led the Pledge of Allegiance.

APPROVAL OF AGENDA: Moved by Sutton, seconded by Feickert to approve the agenda. All members present voting aye. Motion carried.

MINUTES: Moved by Feickert, seconded by Sutton to approve the general meeting, equalization and consolidated board of equalization minutes from April 13, 2021. All members present voting aye. Motion carried.

CLAIMS: Moved by Sutton, seconded by Wiese to approve the following claims:

Professional Fees: Avera St. Luke's \$1,406.28; Certified Language \$1,308.45; Dean Schaefer \$258.00; Dependable Sanitation \$28,201.60; Michelle Gaikowski \$17.00; GBR Interpreting \$60.00; Mark Katterhagen \$15.00; Lewis & Clark \$1,472.00; Lucy Lewno \$160.00; Darcy Lockwood \$15.00; Lutheran Social Services \$3,475.67; PRC A \$1,600.00; Sanford Health \$228.00; State of South Dakota \$40.00; SDAAO \$800.00; Kristi Spitzer \$200.00; Women's Professional Rodeo \$200.00; Yankton County Sheriff \$50.00; Yankton County Treasurer \$855.20. Publishing: Aberdeen American News \$1,111.01. Rentals: Dial-A-Move \$195.00. Repairs & Maintenance: Advance Auto Parts \$6.00; B & B Contracting \$7,799.12; Butler Machinery \$638.00; Dakota Pump & Control \$450.00; Ecolab \$239.93; Graham Tire \$25.68; Haar Plumbing \$200.81; Hanlon Brothers \$14,369.10; Jason's Electric \$1,074.84; Pierson Ford \$52.45; Pumps Tire Service \$343.00; Sioux Falls Crane & Hoist \$22.13; Titan Machinery \$175.48. Supplies: Praxair \$233.48; Advance Auto Parts \$471.98; Aramark \$75.79; Hearst Business Media \$180.00; Carlsen Funeral Home \$108.00; Cole Papers \$227.10; Dakota Doors \$300.00; Aberdeen Medical Center \$592.01; Randall Weber \$150.00; Fedex \$40.35; Floor to Ceiling \$1,170.00; Gov Connection \$282.32; Wes Graff \$294.00; Hanlon Brothers \$57,000.00; Kesslers \$24.04; L.G. Everist \$6,253.08; Lucy Lewno \$6.51; Menards \$13.92; Northern Valley Communications \$27.01; Pharmchem \$446.25; Share Corp \$390.00; Sherwin Williams \$74.64; Sioux Falls Crane & Hoist \$319.83; Titan Machinery \$758.02; West Publishing \$1,860.88. Travel & Conference: Karla Nelson \$60.00; Mike Scott \$46.00; Kelsi Vinger \$373.02. Utilities: City of Aberdeen \$283.62; Century Link \$9.90; Dependable Sanitation \$348.00; James Valley \$220.30; Northwestern Energy \$2,439.24; Northern Valley Communications \$2,020.91; Kelsi Vinger \$60.00; Verizon Wireless \$3,505.86. All members present voting aye. Motion carried.

HR REPORT: Moved by Kippley, seconded by Feickert to approve the HR Office Report, which includes the following: Acknowledge resignation of Ashley Mohr, Brown County Communications Dispatcher, effective April 13, 2021. Request to fill. Approve payment of retirement award for Daryl Lloyd in the amount of \$150 before taxes, requirement was met. Approve hiring summer intern for Museum @ \$12/hour, 15-20 working hours a week. Acknowledge the following personal miles driven at \$0.56 per mile for the month of February & March: Kendell Titze 222 @ \$124.32, John Florey 252 @ \$141.12, Dirk Rogers 475 @ \$266.00, Mike Scott 360 @ \$201.60. All members present voting aye. Motion carried.

EM QUARTERLY GRANT: Moved by Sutton, seconded by Wiese to approve and authorize the Chair sign the Emergency Management Quarterly Grant. All members present voting aye. Motion carried.

ABATEMENTS: Moved by Sutton, seconded by Wiese to approve the following abatement: Katrina & Anastasia Esser (condemned mobile home) @ \$26.59; Aberdeen City (remove SW - holding pond) @ \$34.49; Ramona Guthmiller (special assessment added in error) @ \$500.00. All members present voting aye. Motion carried.

QUARTERLY INTEREST: Moved by Kippley, seconded by Wiese to accept for filing the

Quarter 1 interest statement in the amount of \$19,208.26, as submitted by County Treasurer Patty VanMeter. All members present voting aye. Motion Carried.

2021 ASSESSMENT FREEZE FOR ELDERLY AND DISABLED: Moved by Feickert, seconded by Wiese to acknowledge approval of 115 applications for the 2021 taxes. All members present voting aye. Motion carried.

PLAT: RESOLUTION 20-21 FLATLAND ESTATES ADDITION

Commissioner Sutton brought the following resolution:

"Be it resolved by the County Commission of Brown County, South Dakota, that the plat showing "FLATLAND ESTATES ADDITION IN THE SW ¼ OF THE SW ¼ OF SECTION 36, TOWNSHIP 124 NORTH, RANGE 64 WEST OF THE 5TH P.M., BROWN COUNTY, SOUTH DAKOTA" having been examined is hereby approved in accordance with the provisions of SDCL of 1967, Chapter 11-3, and any amendments thereof." Roll call vote Commissioner Feickert - aye, Sutton - aye, Wiese - aye, Kippley - aye, Fjeldheim - aye. Resolution adopted.

SD DOT STRIPING AGREEMENT: Moved by Sutton, seconded by Wiese to approve and authorize the Chair sign agreement with the SD DOT for the striping of approximately 37.0 miles of county roads within Brown County at an estimated cost of \$64,216.61. All members present voting aye. Motion carried.

SURPLUS REQUEST LAND-FILL DEPARTMENT: Move by Sutton, seconded by Wiese to approve surplus request from Landfill Department and authorize for sale at auction for the following item: 2002 BOMAG 772RB Refuse Compactor. All members present voting aye. Motion carried.

ABERDEEN AREA RUNNING CLUB EVENT PROPOSAL: Moved by Kippley, seconded by Sutton to approve running event proposal by the Aberdeen Area Running Club, contingent on Sheriff's approval. All members present voting aye. Motion carried.

DACOTAH PRAIRIE MUSEUM ANNUAL REPORT: Patricia Kendall, DPM Director met to give 2020 museum annual report. Annual report is on file with the Brown County Auditor. No actions taken.

DPM SUMMER INTERN REQUEST: Moved by Wiese, seconded by Sutton to add approval of hiring a summer intern for the Museum in the HR Report. All members present voting aye. Motion carried.

FY 2022 BENEFITS: Erica Coughlin, HR Director, discussed with the commission updates on benefits for the coming enrollment. Moved by Feickert, seconded by Sutton to approve following benefits for FY 2022: Wellmark @ -4.52% change in rate for health insurance; Delta @ 5.00% change in rate for dental insurance; \$50 employer rate changes for HSA; Optilegra for vision insurance; Discovery/WEX for HSA and FSA; Dearborn for life insurance. All members present voting aye. Motion carried.

DEPARTMENT UPDATE - HIGHWAY: Dirk Rogers (Highway Superintendent) met to give a department update. No actions taken.

APPLICATION FOR OCCUPANCY: Moved by Kippley, seconded by Feickert to approve the following applications for occupancy submitted by Northern Valley Communications for telecommunications: occupancy of Brown County Highway 16, in section 8, 17, Township 123, Range 62, Brown County, South Dakota; occupancy of Brown County Highway 14, in section 35, 36, 31, 32, 33, 34, 35, Township 123, Range 64, 63, Brown County, South Dakota; occupancy of Brown County Highway 13, 14, in section 31, 33, 6, 5, Township 124, 123, Range 63, Brown County, South Dakota; occupancy of Brown County Highway 16/13, in section 8, 17, 20, 21, 22, 23, Township 124, Range 62, Brown County South Dakota; occupancy of Brown County Highway 13, 14, in Section 33, Township 124, Range 63, Brown County, South Dakota; occupancy of Brown County Highway 13, 14, 11, in section 23, 22, 15, 16, 10, 3, 34, 28, 29, 20, 36, Township 124, 125, Range 63, 64, Brown County, South Dakota; occupancy of Brown County Highway 16/13, in section 8, 5, 32, 29, 20, 19, Township 123, 124, Range 62, Brown County, South Dakota. All members present voting aye.

Motion carried.

APPLICATION FOR OCCUPANCY: Moved by Sutton, seconded by Wiese to approve the following application submitted by CenturyLink for Internet usage: occupancy of Brown County Highway 12W, in section 18, Township 123N, Range 64 W, Brown County, South Dakota. All members present voting aye. Motion carried.

PUBLIC COMMENTS LEGISLATIVE UPDATES: Carl Perry & Drew Dennert (D-3 State Rep) and Al Novstrup (D-3 State Sen) discussed with the commission legislative updates that are relevant to the county. No actions taken.

EXECUTIVE SESSION: Moved by Kippley, seconded by Sutton to go into executive session to discuss personnel per SDCL 1-25-2(1). All members present voting aye. Motion carried. The chair declared executive session closed with no action taken.

ADJOURNMENT: Moved by Sutton, seconded by Kippley to adjourn the Brown County Commission at 10:53a.m. All members present voting aye. Motion carried.

Jeannette McClain, Brown County Deputy Auditor

Published once at the total approximate cost of \$290.32. Brown County April 20, 2021 Consol. Equal.

APRIL 20, 2021 - CONSOLIDATED BOARD OF EQUALIZATION

Chair Kippley called the meeting to order at 1:00 P.M. on April 20, 2021 in the Community Room, Courthouse Annex, Brown County, South Dakota. Present were commissioners Duane Sutton, Rachel Kippley, Dennis Feickert, Aberdeen School Board Member Duane Alm and Aberdeen Mayor Travis Schaunaman (teleconference). Director of Equalization Gene Loeschke led discussion on appeals.

APPEALS: Moved by Sutton, seconded by Alm to approve the following recommendation from the Director of Equalization: Viril Layton LT 2 Franzens 2nd SD 19-123-63 and LT 3 Franzens 2nd SD 19-123-63 @ \$22,385 each (no change) to maintain equalization. All members present voting aye. Motion carried.

Moved by Alm, seconded by Sutton to approve the following recommendation from the Director of Equalization: Robert Brandner LT 25 Auto Plaza Add @ \$91,440 (no change) to maintain equalization. All members present voting aye. Motion carried.

Moved by Sutton, seconded by Feickert to approve the following recommendation from the Director of Equalization: LaMont Development LT 3 BK 1 Willowood Add @ 43,995 (no change); Lamont Office Building LLC Lt 2 Emerald Ridge Add (BK 38 2nd Add) @ \$106,099; Dakota Retail Group LLC LT 17 BK 10 Nicollet Park Add @ \$88,286 (no change); East Briar Commons LLC LT 1 East Briar Add (PT BK 25, 32&33 Northwestern) @ \$3,152,299 to maintain equalization. All members present voting aye. Motion carried.

Moved by Sutton, seconded by Feickert to approve the following recommendation from the Director of Equalization: Curt Gelling LT 3 Gugel's 2nd SD SW 6-123-63 @ \$72,385 to maintain equalization. All members present voting aye. Motion carried.

Moved by Alm, seconded by Sutton to approve the following recommendation from the Director of Equalization: Erik Carlsgaard LT 18 BK 1 Clarks 4th Add to Melros EST & LT 18B Francis Evelo Add @ \$193,626 to maintain equalization. All members present voting aye. Motion carried.

Moved by Alm, seconded by Feickert to approve the following recommendation from the Director of Equalization: Lane Thor (Ryan LLC, Hobby Lobby) LT 2A 1st SD LT A Abdn Motor Motels Add of Bjornsons OL 2 NW 20-123-63 @ \$2,437,705 to maintain equalization. All members present voting aye. Motion carried.

GOLF COURSES: Gene Loeschke (Director of Equalization) presented information on how golf courses are assessed. Discussion only.

ADJOURN: Moved by Sutton, seconded by Feickert to declare the Board of Equalization adjourned. All members present voting aye. Motion carried.

Cathy McNickle - Brown County Auditor Published once at the total approximate cost of \$29.39. 20002

Brown County April 20, 2021 County Equal.

APRIL 20, 2021 – BROWN COUNTY BOARD OF EQUALIZATION

Meeting called to order by Commission Chair Fjeldheim at 11:00 a.m. in the Community Room, Courthouse Annex Basement, Brown County, SD. Present were Commissioners Sutton, Feickert, Wiese, and Kippley. Director of Equalization Gene Loeschke, Deputy Director Russell Metz, appraisers Sara Swenson and Joe Kraft were also present.

APPEALS:
Moved by Sutton, seconded by Wiese to approve the following recommendation from the Director of Equalization: Frederick Seed LLC LT 3 Schlosser-Sumption Add W2 NW 11-127-64 Frederick @ \$249,618 to maintain equalization. All members present voting aye. Motion carried.

Moved by Kippley, seconded by Wiese to approve the following recommendation from the Director of Equalization: Jane Fischer Fischer's 1st SD NE 7-124-63 @ \$239,605 to maintain equalization. All members present voting aye. Motion carried.

Moved by Wiese, seconded by Feickert to approve the following recommendation from the Director of Equalization: Tanya Torguson S 785' of E 673' SE 30-124-62 @ \$361,204 to maintain equalization. All members present voting aye. Motion carried.

Moved by Feickert, seconded by Sutton to approve the following recommendation from the Director of Equalization: R&R Swisher LLC S2 SE 34-125-61 Ex E15 RODS & EXS 22 RODS @ \$825,983 to maintain equalization. All members present voting aye. Motion carried.

Moved by Kippley, seconded by Sutton to approve the following recommendation from the Director of Equalization: Swisher Inc NE 27-125-61 @ \$314,956 (no change) to maintain equalization. All members present voting aye. Motion carried.

Moved by Feickert, seconded by Sutton to approve the following recommendation from the Director of Equalization: DSKK LLP LT 10 N2 SW 17-123-64 (19.53 A) @ \$50,200 to maintain equalization. All members present voting aye. Motion carried.

GOLF COURSES:
Gene Loeschke (Director of Equalization) presented information on how golf courses are assessed. Discussion only.

ADJOURN:
Moved by Sutton, seconded by Wiese to adjourn brown county equalization at 11:50 a.m. All members present voting aye. Motion carried.

Cathy McNickle – County Auditor
Published once at the total approximate cost of \$25.27. 20003

Frederick Town April 14, 2021 Meeting Minutes

Town of Frederick
April 14, 2021 Minutes
Frederick's town board meeting was held Wednesday, April 14, 2021 in the Frederick Community Center beginning at 7:00 PM. Attending the meeting were Chairman R. Scott Campbell, Board members Troy Millard and Jeff Kesters, Finance Officer and Assistant Finance Officer Diane Bruns and Mariah Heine, and Utility Manager Rich Bakeberg. Also attending the meeting were Frederick Fire Chief Kevin Barton, Community Store Manager Amanda Hubbs, Donna Sumption, Tami Nickelson, Rich Achen, Taylor Sumption, and Bev Meyer. Chairman Campbell opened the meeting and led in the Pledge of Allegiance.

The minutes of the March meetings were read and approved with a motion by Kesters/Millard; motion carried. The minutes of the February 17th special meeting were read and approved with a date change in the first paragraph from February 10 to March 10 with a motion by Kesters/Millard; motion carried. The financial statements were reviewed and accepted with a motion by Millard/Campbell; motion carried. The April accounts payable were approved with a motion by Kesters/Millard; motion carried.

ACCOUNTS PAYABLE
MDU electric BP/Wtr/Mun Bldg/SP/Sts/Swr/EBL \$1,382; Badger Meter meter fees Wtr \$118.37; Bower's Tree Service

tree removal Mun Bldg \$600; Century Bus Products lease & copies Gen'l \$90.97; Community Store supplies Mun Bldg \$10.99; D. Bruns CC \$134.83; D. Bruns wage FO \$1,486.29; Dependable Sanitation Grbg \$3,539; EFTPS taxes Gen'l/FO/CC/EBL/Sts/Wtr/Swr \$1,013.44; FU Oil propane EBL \$317.19; FDC Econ Dev \$1,200; GDI minutes Gen'l \$75; J. Kesters wage Gen'l \$92.35; JC Campbell Inc insurance Gen'l \$7,944; JVT phone/svc FO/EBL/Wtr/Gen'l \$386.53; M. Cox wage EBL \$684.79; M. Heine wage FO \$1,085.20; R. Bakeberg wage St/Wtr/Swr \$555.33; R. Bakeberg veh. Allow St/Wtr/Swr \$75; R.S. Campbell wage Gen'l \$207.78; SD Assoc of Rur Wtr dues Wtr \$360; SD Dept of Rev lab tests Wtr \$15; SD Dept of Rev sales tax Grbg \$86.24; T. Millard wage Gen'l \$230.87; USDA-RD loan Wtr \$475; WEB Water Wtr \$3,613.09

WASTEWATER PROJECT
First National Bank of Frederick interest Wstwr \$3,763

OLD BUSINESS
Rich Bakeberg provided a utility report. Tami Nickelson discussed the upcoming recycle meeting on April 21, and discussed plans for the Midsummer on the Maple on June 26. Donna Sumption brought to attention the Welcome to Frederick sign that is fading. Heidi Martilla will recreate the design and the board will pay for two new signs from quality quick print. Motion to proceed with the approval of the replacement of the Welcome to Frederick signs for up to \$600 made by Millard/Kesters; motion carried. There is a contract being drawn up for the police protection for the area from Brown County Police Department. Justin Brotzel will be using the Community Store for an office and small parking lot for his business. Motion to approve up to 5 cars behind the Community Store and use of space in the building for his office for his car business made by Kesters/Millard; motion carried.

NEW BUSINESS
Amanda Hubbs, manager of the Community Store discussed future plans for the store and discussed the possibility of having an on-sale liquor license in the future. A report was provided from DENR regarding the landfill and keeping more detailed record keeping. The board read and accepted the second reading of the annual report with a motion by Kesters/Millard; motion carried. The first quarter library report was read and accepted with a motion by Millard/Kesters; motion carried. The board discussed replacing water lines on 6th St and 4th St. The Wayside cemetery requested funds from the Wayside Cemetery Foundation. Motion to apply for grant funds for the cemetery from the Wayside Cemetery fund in the amount of \$4500 made by Millard/Kesters; motion carried. Kevin Barton of the Frederick Volunteer Fire Department asked to apply for a temporary alcohol permit on June 26th as well as to close off 3rd Avenue between 4th St and Main St. Motion to approve the temporary permit for serving alcohol and closing off the street made by Campbell/Millard; motion carried. The permit and closing of the street are granted provided there are panels to protect the properties along the streets and contain the dance area and security must be provided. Rich Achen and Taylor Sumption asked about rezoning their properties as discussed in the last meeting. The board will be visiting with the Town's lawyer to see about rezoning. A citizen asked if septic tanks are allowed. If there is public sewer available, they are not allowed. If public sewer is not available, it must fit certain provisions and the property owner must get a permit to put in a private sewer system.

Motion to adjourn made by Millard/Campbell at 8:02 PM; motion carried.
M. Heine
Assistant Finance Officer
Published once at the total approximate cost of \$49.66. 20004

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April 14, 2021 Minutes
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Troy Millard and Jeff Kesters, and Finance Officer and Assistant Finance Officer Diane Bruns and Mariah Heine.

Chairman Campbell opened the meeting and led in the Pledge of Allegiance.

The board needs to repair water mains on 4th Street and 6th Street. They asked Dahme's to provide estimates. Motion to approve replacement of the 6th St water main in the amount of \$45,862.14 made by Millard/Kesters; motion carried. Motion to approve replacement of the 4th St water main in the amount of \$39,909.49 made by Kesters/Millard; motion carried.

Motion to adjourn made by Kesters/Millard at 12:12 PM; motion carried.
M. Heine
Assistant Finance Officer

Published once at the total approximate cost of \$11.17. 20005

Frederick School April 12, 2021 Meeting Minutes OFFICIAL BOARD PROCEEDINGS

FREDERICK AREA SCHOOL DISTRICT #6-2
APRIL 12, 2021

The meeting was called to order at 7:00 p.m. by President Rich Schlosser. Members present were Dan Nickelson, Jon Ellwein, Richard Achen and Alex Hart. Others present were Superintendent/9-12 Principal/Athletic Director Jeff Kesters, K-8 Principal Jessica Ringgenberg, Business Manager Janel Wagner, teachers Janelle Barondeau and Marty Morlock.

The meeting began with all present reciting the Pledge of Allegiance.

Members of the public are allowed three minutes to address the board on any topic of their choice. Ms. Janelle Barondeau reported on anticipated participant numbers for the 2021 Cross Country season and asked the board to consider adding an Assistant Coach. Exit Janelle Barondeau.

Action 20-0108 Motion by Hart, second by Ellwein to approve the agenda as presented. All aye, carried.

Action 20-109 Motion by Achen, second by Ellwein to approve consent agenda which included the following items as presented: minutes of meetings held March 11 and March 22, 2021; March 2021 financial report, district bills and March 2021 payroll. All aye, carried.

Claims approved: March 2021 Payroll – General Fund salaries

72,913.47; Special Education salaries 20,865.63, Food Service 2,797.63. EFTPS, federal income tax/Social Security/Medicare 28,522.42; AFLAC, supplemental insurance 1,105.29; American Funds, retirement 1,460.26; Delta Dental, insurance 1,693.50; The Standard, life insurance 269.79; Security Benefits, retirement 1,100.26; Optilegra, vision insurance 391.38; Wellmark, health insurance 15,686.00; SD Retirement 14,508.76; SD Retirement Supplemental, 465.26.

General Fund: Aberdeen Awards, awards 126.00; Amazon Capital Services, supplies 422.95; American Red Cross Training Services, training 96.00; Auto Value Aberdeen, repairs 50.10; Capital One Trade Credit/Mac's, repairs 17.58; Cash-Wa Distributing Co of Fargo, LLC, FFVP 927.43; Cole Papers Inc, supplies 2,439.73; Collins Sports Medicine, supplies 310.00; Community Store, supplies 37.52; Crawford Trucks & Equipment Inc, repairs 2,464.32; Custodial Account-FASD, Imprest reimbursement 255.00; Dumire, James, repairs 390.00; Farnam's Genuine Parts Inc, repairs 247.47; GDI News, publishing 153.35; Green Iron Equipment, repairs 5.32; Hauff Mid America Sports, supplies 23.85; Innovative Office Solutions LLC, supplies 20.73; Institutional Compliance Solutions, training 349.00; James Valley Telecommunications, telephone 256.51; Kessler's, supplies 20.83; Menards, repairs 221.63; Merchant Services, fees 54.25; Mid-American Research Chemical, supplies 367.93; Midwest Pest Control, pest control 47.00; Montana-Dakota Utilities Co, electric 5,421.38; My Place Hotel, travel 128.82; Pantorium Cleaners Inc, supplies 439.40; Pomp's Tire Service Inc, repairs 144.74; Quality Inn & Suites, travel 160.00; Running Supply Inc, repairs 173.88; Sanford Pentagon, training 55.74; School Specialty, supplies 54.84; SD High School Activities Association, fees 660.00; SDASBO, conference registration 75.00; South Dakota Medicaid, admin fees 54.36; Southeast Area Co-operative, training 185.00; Town of Frederick, utilities 595.95; Travel Centers of America, travel 13.60; United States Postal Service, postage 15.95; World's Finest Chocolate Inc, fundraiser 1,854.88 Total \$19,338.04. Imprest checks: Boys & Girls Club - Willie Mac Hoops, BBB tournament 175.00; Broer, Joan, reimbursement 20.00; Sumption, Sarah, JHBBB camp reimburse 60.00 Total \$255.00. Capital Outlay Fund: A&B Business Solutions, managed print con-

tract 670.70; Cole Papers Inc, vacuum 498.25; Wordware Inc, luncheonroom software 1,512.00 Total \$2,680.95. Special Education Fund: Avera St Luke's, therapy 2,881.87; Bain, Larissa, mileage 201.60; Geffre, Wendy, mileage 50.40; United States Postal Service, postage 9.80 Total \$3,143.67. Food Service Fund: Cash-Wa Distributing Co of Fargo, LLC, food/supplies 4,740.48; Cash-Wa Distributing of Kearney Inc, food 223.71; Pantorium Cleaners Inc, supplies 148.83 Total \$5,113.02.

Mr. Kesters reported information regarding a potential opt-out for the upcoming year and reviewed agenda items in detail. Mrs. Ringgenberg reported that the spring standardized testing is in process and results will be received soon. Mrs. Wagner reported updates on federal grant funding and GASB 84 changes made to former Trust & Agency scholarship funds. Dan Nickelson reported the NCSEC has completed their negotiated agreement with staff receiving a \$3,000 raise.

Mr. Kesters and Mrs. Ringgenberg reported they have some ideas on how to restripe the south parking lot to ease the flow of traffic. Work will be completed this summer.

Mr. Kesters presented information to the board regarding a potential \$350,000 opt-out. A public information meeting will be set prior to any board action.

Action 20-110 Motion by Nickelson, second by Hart to adopt the 2021-22 SDHSA Membership Resolution. Roll call vote-all aye, carried.

Action 20-111 Motion by Ellwein, second by Achen to approve 2021-22 North Central Special Education Cooperative District Membership Agreement. All aye, carried.

Action 20-112 Motion by Nickelson, second by Hart to approve Open Enrollment Application #22-3. All aye, carried.

Action 20-113 Motion by Hart, second by Nickelson to approve the 2021-2022 Associated School Boards Protective Trust-South Dakota School Districts Benefits Fund Participation Agreement. Roll call vote-all aye, carried.

Action 20-114 Motion by Ellwein, second by Achen to approve the 2021-2022 Associated School Boards Protective Trust-Workers' Compensation Fund Participation Agreement. Roll call vote-all aye, carried.

Action 20-115 Motion by Nickelson, second by Hart to approve the 2021-2022 Associated School Boards Protective Trust-Workers' Compensation Fund Participation Agreement. Roll call vote-all aye, carried.

Acknowledge resignation of Leola-Frederick Co-op Assistant Boys Basketball Coach Trevor VanTilburg.

Action 20-116 Motion by Nickelson, second by Ellwein to approve addition of the FCCLA program beginning Fall 2021. All aye, carried.

Action 20-117 Motion by Achen, second by Hart to enter Executive Session per SDCL 1-25-2 (1) – employee matters at 8:15 p.m. All aye, carried. Exit Marty Morlock.

President Schlosser declared Board out of Executive Session at 9:14 p.m.

Action 20-118 Motion by Nickelson, second by Achen to approve the 2021-2022 negotiated agreement. All aye, carried.

Action 20-119 Motion by Hart, second by Ellwein to offer 2021-2022 certified contracts. All aye, carried.

Action 20-120 Motion by Nickelson, second by Achen to offer 2021-2022 non-certified Employee Agreements. All aye, carried.

Action 20-121 Motion by Ellwein, second by Hart to offer 2021-2022 administrative contracts. All aye, carried.

Action 20-122 Motion by Achen, second by Nickelson to offer 2021-2022 Frederick Area coaching and extra-curricular contracts. All aye, carried.

Action 20-123 Motion by Achen, second by Ellwein to offer 2021-2022 Leola/Frederick co-op coaching contracts. All aye, carried.

Action 20-124 Motion by Hart, second by Achen to approve the bonuses of \$1,000 to all staff employed at the start of the 2020 academic year and \$500 to all school board members, for appreciation of the extra work and time put in due to COVID. All aye, carried.

Congratulations to Mr. Kesters on being named the Region 2 Athletic Director of the Year by the South Dakota High School Athletic Administrators Association. Congratulations to Mr. Isaac Sumption on receiving the following basketball awards: Academic All-State, 1st Team All-Conference, Aberdeen News All-Area team, 3 Class Shootout Selection MVP and Sanford Pentagon All-Star selection. Congratulations to Sofi Losure for receiving an All-Conference Honorable Mention for basketball.

Action 20-125 Motion by Nickelson, second by Achen to adjourn at 9:33 p.m. All aye, carried.

Rich Schlosser, President
Janel Wagner, Business Manager
Published once at the total approximate cost of \$131.70. 20006

Rich Schlosser, President
Janel Wagner, Business Manager
Published once at the total approximate cost of \$131.70. 20006

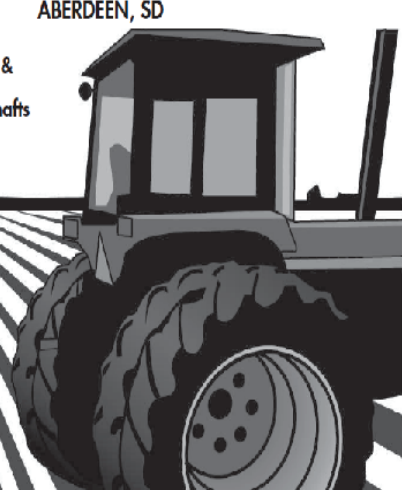
Ending March 31, 2021	General Fund	Capital Outlay Fund	Special Education Fund	Food Service Fund	Drivers Ed Fund	Governmental & Enterprise Fund Act. Totals	Custodial Fund
Beginning checking Balance	\$152,553.46	\$302,170.38	\$169,229.44	(\$506.52)	\$2,112.92	\$625,559.68	\$4,366.34
Revenue:							
Taxes	\$32,229.45	\$21,019.41	\$9,744.34				
Local Sources	\$2,254.84		\$45.00	\$5,700.70	\$150.00		\$3,028.20
Intermediate Sources	\$541.09						
Interest	\$26.02						\$0.22
Federal & State	\$45,874.76				\$2,518.02		
Total Revenue	\$80,926.16	\$21,019.41	\$9,789.34	\$8,218.72	\$150.00	\$120,103.63	\$3,028.42
Disbursements							
Bills	\$44,712.22	\$1,646.04	\$11,352.51	\$4,125.68			\$255.00
Payroll	\$124,474.17		\$32,918.81	\$4,386.67			
Total Disbursements	\$169,186.39	\$1,646.04	\$44,271.32	\$8,512.35	\$0.00	\$223,616.10	\$255.00
Total checking balance	\$64,293.23	\$321,543.75	\$134,747.46	(\$800.15)	\$2,262.92	\$522,047.21	\$7,139.76
Beginning investment balance	\$515,954.38	\$1,933,634.20	\$1,446,175.05			\$3,895,763.63	
Interest	\$2,406.02						
Total investment balance	\$518,360.40	\$1,933,634.20	\$1,446,175.05			\$3,898,169.65	
Ending Balance	\$582,653.63	\$2,255,177.95	\$1,580,922.51	(\$800.15)	\$2,262.92	\$4,420,216.86	

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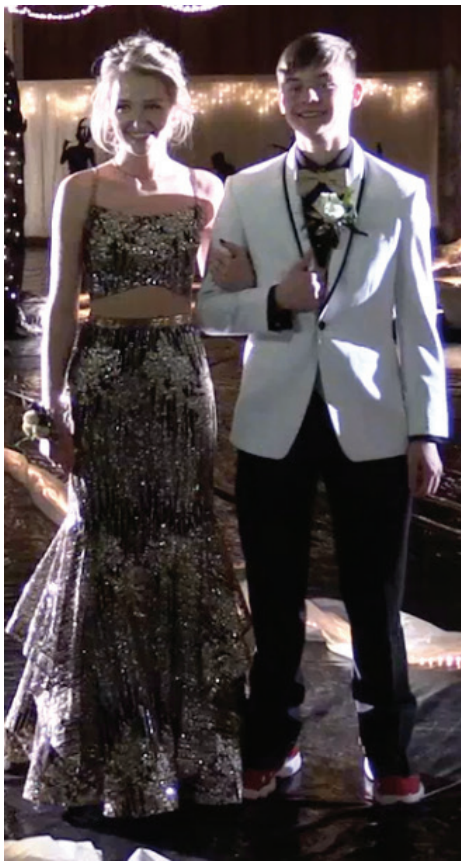
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Maddie Bjerke escorted by Andrew Marzahn



Hailey Monson escorted by Boston Marlow



Kayla Jensen escorted by Braden Freeman



Cadance Tullis accompanied by Sage Mortenson



Brooke Gengerke escorted by Seth Johnson



Rylee Rosenau accompanied by Alyssa Fordham



Emily Thurston escorted by Kaden Carda



Greta Adolf escorted by Dylan Krueger



Chloe Daly escorted by Colby Dunker

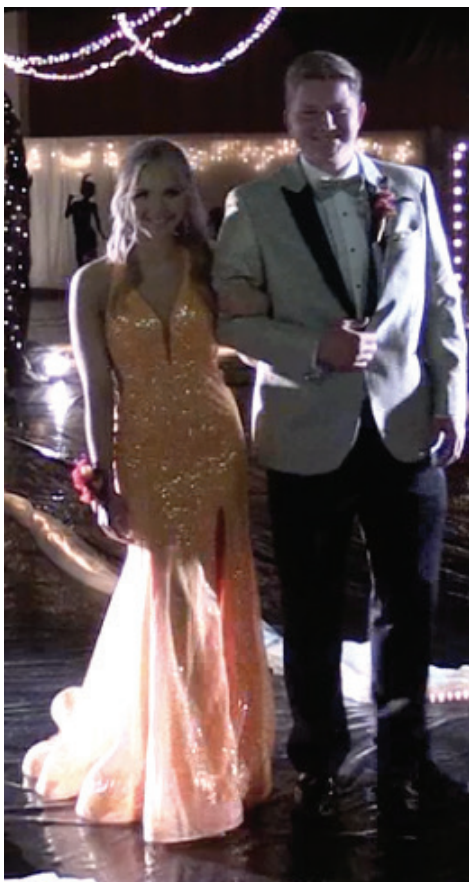
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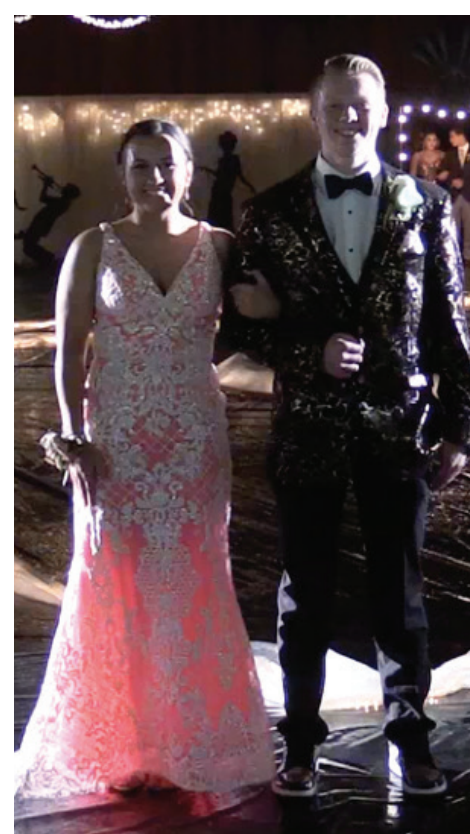
Alyssa Thayer escorted by Cole Simon.



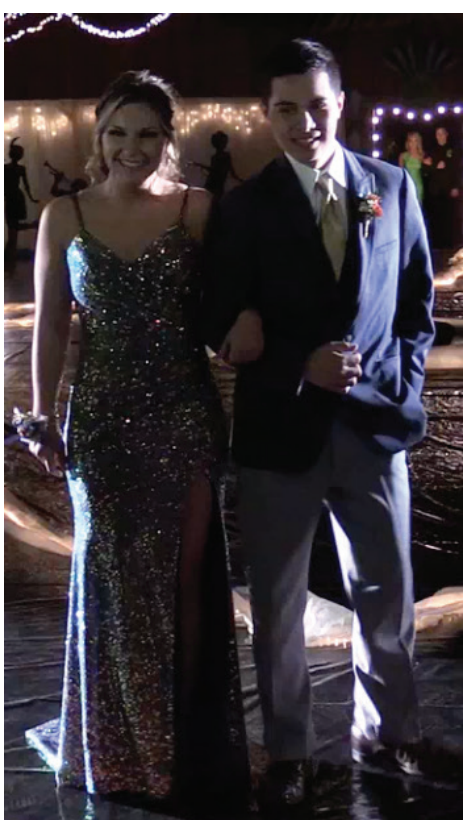
Erin Unzen escorted by Chandler Larson



Madeline Flihs escorted by Braden Holland



Allyssa Locke escorted by Jayden Zak



Trista Keith escorted by Anthony Schinkel



Emilie Thurston escorted by Jackson Cogley



Allie Morgan escorted by Kaden Kurtz



Grace Wambach escorted by Trey Gengerke



Ani Davidson escorted by Trevor Harry



Alexa Herr escorted by Jordan Bjerke



Tessa Erdmann escorted by Connor Lehman



Alexis Hanten escorted by Jamesen Stange

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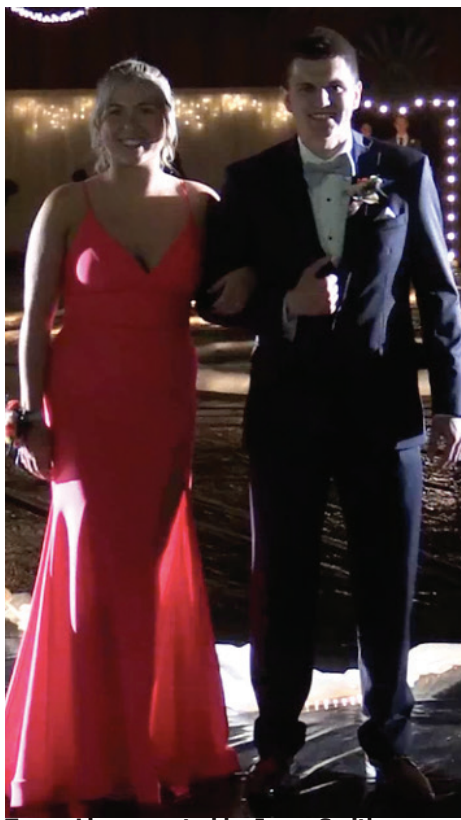
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Jasmine Gengerke escorted by Lane Tietz



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Shaylee Peterson accompanied by Trinity Smith



Tiara DeHoet escorted by Lucas Simon



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Eh Tha You Say escorted by Hunter Wilkie



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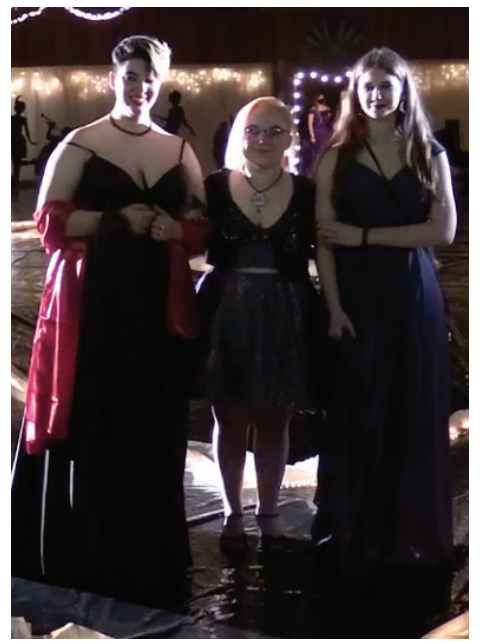
Nathalia Garcia escorted by Jaimen Farrell



Kylie Schock escorted by Marcos Garcia



Annie Witt escorted by Tristan Traphagen



Sarah Jacobs accompanied by Nevaeh Pardick and Lee Lee Volk.



Brandon Cunningham escorting Madison Dairy



By Vance Thompson, M.D. ~ Prairie Doc® Perspectives

Delivering Health Care to the Patient

In the old days, country doctors often cared for folks by coming to the patient's homes. These house calls brought great relief to people and families that needed medical attention.

Nowadays, we are becoming familiar with telemedicine, or health care services provided electronically via the Internet. In rural settings, telemedicine helps provide specialty care to patients without the travel required for in-person visits. Access to medical care via telemedicine can greatly reduce costs and wait times for those in need. And, during the pandemic we saw how telemedicine grew tremendously, regardless of location.

Some aspects of telemedicine are almost like being together in person. For instance, according to Nobel Peace Prize recipient Dr. Bernard Lown, in about 75 percent of patient encounters, listening to the patient describe symptoms and concerns allows doctors to obtain sufficient information to make the diagnosis before performing a physical examination and tests.

Experience has shown that listening and diagnosis can occur via telemedicine, but can empathy occur to the point of the patient feeling deeply cared for? Caring is defined as feeling or showing concern for or kindness to others. I feel caring for one another is one of the most important aspects of our life here on Mother Earth.

There has been significant research about the telemedicine patient experience. In a 2020 landmark study called the Press Ganey Report on Telehealth more than 3.5 million surveys about telemedicine were sent out in the United States and the results were supportive of this new technology.

Overall, patients considered the telehealth experience a positive. Patients also felt very cared for in their telehealth visit and they were more likely to refer their friends to a doctor who provided choice between an in-person visit or a telehealth visit. What was also interesting is that it did not matter the age of the patient. Millennials and Boomers alike gave similar positive ratings to doctors and health care facilities that provided them the option of telehealth.

Like I tell my fellow physicians and health care providers, whether in private or academic practice, or in training, we are here to serve the public. I believe telehealth is here to stay because the public wants it. Offering both a quality telehealth network visit and the more traditional in-person visits gives patients the choice with regards to which is best for them. It also demonstrates that providers and health systems are listening to the patient.

Vance Thompson, M.D., an ophthalmologist surgeon in Sioux Falls, South Dakota, is a contributing Prairie Doc® columnist. He will guest host On Call with the Prairie Doc® a medical Q&A show streaming on Facebook and broadcast on SDPB this Thursday at 7 p.m. central. For free and easy access to the entire Prairie Doc® library, visit www.prairiedoc.org and follow Prairie Doc® on Facebook.

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I'm doing great, thank-you

Hey friends, well, it's been two months since I announced my cancer diagnosis on the eve of major surgery at Mayo Clinic. Since then, I've received a steady stream of cards, well-wishes, and prayers, and they're working because I'm doing great. Thank you!



That's Life by Tony Bender

I don't plan to spend a lot of time in the future doing play-by-play on my recovery, but since we've shared this space for years—in some cases 30 years!—it seems only fair to get you up to speed. First of all, for those who missed my initial announcement in late February, I was diagnosed with esophageal cancer caused by acid reflux. If you have acid reflux, get that checked!

The cancer involved the lower part of my esophagus and the top of the stomach. After chemo and radiation and some recovery time, it was off to Mayo for an esophagectomy, a major surgery in which the cancerous tissue is removed and a new esophagus is created from the healthy stomach tissue. I went to Mayo because I believe they're the best in the world, and my experience there certainly hasn't changed my mind.

Remarkably, I was walking the halls the next day albeit connected to a whole bunch of tubes. I've seen less complicated plates of spaghetti. But slowly, one-by-one, with therapy and the angels on earth they call nurses at Mayo, the tubes came out and ten days after surgery I was discharged to recover at home under the care of my sister Sherry, a recently retired RN, and my daughter India, a trained CPA. I'm not sure I could have done it without them.

You know, I'm a typical prairie dweller—independent, the kind of guy who helps others but never really expects to need help himself. It's quite a revelation to suddenly need nurses to situate you in bed, to get you to the bathroom... to see cards and texts rolling in, to have prayers said on your behalf. It's been humbling and healing.

My oncologist told me that this would be the hardest thing I've ever done. Oh, it's been hard but I haven't done it alone. My team from Ashley Medical Center, Mid-Dakota Clinic, Bismarck Cancer Center, and Mayo has been remarkable.

One of the hardest things about the recovery was not eating or drinking for about six weeks as I healed. I got nutrition through a tube into my upper intestine. After about two weeks, every cooking smell teased me. For the first time in my life I dreamed about food.

That began to change with a recent follow-up visit to Mayo when I was given the green light to introduce broth and soft foods into my diet. Coffee never tasted so good! Two weeks ago, my feeding tube literally fell out—no big deal since I was instructed on how to remove it when the time came, anyway. Well, that settled that. The last tube was gone. I was no longer bionic.

I'm enjoying food again although in small, more frequent meals, and though I lost some weight during all of this (I don't recommend the diet plan), I'm holding at my high school football playing weight. Don't fret, I was a 215-pound lineman.

I had a very positive check-up at Mayo. A specialist explained that a nerve in my throat was stretched leaving me with a raspy voice, but that is improving and I should get most, if not all, of my voice back in time.

My last appointment was with my surgeon in a room with my sister and three other nurses. As we wrapped up the visit, I looked my surgeon in the eye. "I want to tell you something... the last thing I remember was we were waiting for anesthesia."

There were 10 people bustling about in the room under bright lights. "And I remember you rested your hand on my shoulder for a very long time," I continued. "I knew then—and I knew before—how invested you were in my outcome. I think that's the moment I began healing."

"You were all alone," she replied. "No one should go to sleep alone." There were tears in the room.

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Thank You!

Groton Community

On behalf of Gary Heitmann's family, we appreciate all the visits, phone calls, cards, memorials, and food (especially Chris and Tyke, who fed us an entire week). Thank you to Andrea at Paetznick-Garness Funeral Chapel. Your kindness and professionalism was greatly appreciated as you guided our decisions. Thank you to Pastor Brandon for the special memorial service for Gary. Also thank you to Pastor Brandon and Yvonne for the beautiful music. Thank you to all the first responders, particularly Jerry for arriving to the house so quickly and staying with me while waiting for others to come.

God Bless you all,
Caralee Heitmann (Pd)

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From the Editors of E - The Environmental Magazine

Dear EarthTalk: I've heard of XPRIZE, which funds innovations in space exploration technology. Is XPRIZE used to address climate change or other environmental problems? -- J.D. via e-mail



XPRIZE founder Peter Diamandis has steered several competitions toward solving pressing environmental problems. Credit: XDRIVE Foundation.

XPRIZE was launched in 1996 to spur innovation in the commercial aerospace sector. Back then, entrepreneur Peter Diamandis offered \$10 million to the first privately financed team that could build and fly a three-passenger vehicle 100 kilometers into space twice within two weeks. That first contest—officially dubbed the Ansari XPRIZE for Suborbital Spaceflight—attracted 26 teams from seven countries. The winner didn't emerge for another eight years, when Mojave Aerospace Ventures' SpaceShipOne successfully completed the challenge. All told, the contest led to \$100 million in aggregate R&D investment by the teams involved, spurring a new track in private commercial space development.

Given the success of this first contest, Diamandis then leveraged the concept and platform to fund innovation in a wide range of sectors, with the mission being to bring about "radical breakthroughs for the benefit of humanity" through incentivized competition. No longer focused on just aerospace, XPRIZE now fosters high-profile competitions to motivate individuals, companies and organizations across all disciplines to develop innovative ideas and technologies that help solve the world's grand challenges.

Subsequent XPRIZE competitions since Ansari have distributed \$140 million in prizes. Several of the competitions focus on specific niches within aerospace, but the majority tackle other issues. Multi-million-dollar prizes have gone to teams working on designing super-efficient vehicles, accelerating the use of sensing technology to tackle health care problems, and creating a mobile device that can diagnose patients better than or equal to human physicians.

Several others have focused on solutions to vexing environmental problems. A \$7 million XPRIZE went to a team building better technologies to map the Earth's seafloor. A \$1.75 million prize went to a project harvesting fresh water from thin air to help alleviate fresh water shortages. A \$2 million prize went to researchers developing better ways to study ocean acidification, which prevents some shellfish from forming their skeletons and shells. And a \$1 million prize funded a technology for cleaning up seawater surface oil resulting from spillage from ocean platforms, tankers and other sources.

Another recently launched competition, XPRIZE Rainforest, is offering \$10 million for the best autonomous technology that can assess the biodiversity of the tropical rainforest and utilize rapid data integration to unlock the secrets to conservation of this vanishing treasure trove of life. And a \$20 million prize is still waiting to be claimed by the team that develops the most impactful breakthrough technology to convert CO2 emissions into usable products.

This year will see the launch of the biggest XPRIZE competition to date, with \$100 million on the line to those who can develop the most efficient way to help humanity achieve funder Elon Musk's goal of removing 10 gigatons of CO2 from the atmosphere every year until 2050 to help mitigate climate change and restore the planet's natural carbon balance. Registration for participating teams opened on Earth Day 2021 (April 2021), with the winner to be announced in 2025.

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